

1 MATTHEW R. WALSH  
2 19197 GOLDEN VALLEY RD #333  
3 SANTA CLARITA, CA 91387  
4 (661) 644-0012

5 Plaintiff In Pro Per,

6 **UNITED STATES DISTRICT COURT**  
7 **CENTRAL DISTRICT OF CALIFORNIA**

MATTHEW R. WALSH  
Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS  
(AND DOES 1 THROUGH 50,  
INCLUSIVE)

Defendant

Case No.: 2:25-CV-05340-ODW-RAO

*[Assigned to Hon. Otis D. Wright, II,  
Courtroom 5D; Hon. Rozella A. Oliver,  
Courtroom 590]*

**DECLARATION OF MATTHEW R.  
WALSH re: COMPLAINT  
EXHIBITS**

8  
9 I, Matthew R. Walsh, declare I am the Plaintiff in this matter. I have personal  
10 knowledge of the following facts and if called as a witness I could and would  
11 testify competently hereto. All text, images and exhibits herein are true and  
12 accurate copies which I have received or have made and I am authenticating all of  
13 them under the penalty of perjury.

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15 \_\_\_\_\_

17 Exhibit list:

- 18 • **Exhibit 1** – Nintendo release SKU for *The Next World*.
- 19 • **Exhibit 2** – Lotcheck steps for platform approval.
- 20 • **Exhibit 3** – Third-party contracts (redacted due to NDA).
- 21 • **Exhibit 4** – Third-party introduction by a fan.
- 22 • **Exhibit 5** – Plaintiff's contracts with third parties (explicitly shown before  
23 purchase).
- 24 • **Exhibit 6** – Studio photos with cast and crew, including sound studio and  
25 motion capture.
- 26 • **Exhibit 7** – 40% discount on equipment after disclosure of third-party  
27 contracts.
- 28 • **Exhibit 8** – Gen 1 animation vs Gen 2 Smartsuit.
- 29 • **Exhibit 9** – Firmware destroying older devices (evidence of intentional  
30 damage).
- 31 • **Exhibit 10** – Unnecessary remote support sessions, despite diagnostics  
32 showing the true issue.
- 33 • **Exhibit 11** – "Wires" blamed for failure, despite diagnostics showing  
34 otherwise.
- 35 • **Exhibit 12** – Secret live diagnostics sent to Defendant's servers.

- 36 • **Exhibit 13** – Defendant's refusal to repair sensors.
- 37 • **Exhibit 14** – Firmware destruction of sensors and refusal to replace.
- 38 • **Exhibit 15** – Hollywood release event photos and clips.
- 39 • **Exhibit 16** – Cast and crew laid off after production halt.
- 40 • **Exhibit 17** – IGN® press release for alpha-reveal trailer.
- 41 • **Exhibit 18** – Missed release windows due to sensor destruction.
- 42 • **Exhibit 19** – Sony suspends Plaintiff's developer account.
- 43 • **Exhibit 20** – Console generation obsolescence.
- 44 • **Exhibit 21** – Re-tooling and redevelopment costs.
- 45 • **Exhibit 22** – Approx. 850 raw animations.
- 46 • **Exhibit 23** – Original script for *The Next World*.
- 47 • **Exhibit 24** – Fight sequences with stuntman Aaron D. Alexander.
- 48 • **Exhibit 25** – Weapon and tactical sequences with Aaron D. Alexander.
- 49 • **Exhibit 26** – Dialogue and cinematic performances.
- 50 • **Exhibit 27** – Deletion and collection of Plaintiff's intellectual property.
- 51 • **Exhibit 28** – Defendant admitting to selling animation assets.
- 52 • **Exhibit 29** – Defendant's clients (Netflix, Sony, EA, Square Enix).
- 53 • **Exhibit 30** – False GDPR compliance and server location claims.
- 54 • **Exhibit 31** – Hidden code harvesting user animations.

- 55 • **Exhibit 32** – Harvested intellectual property.
- 56 • **Exhibit 33** – Defendant’s admission of harvesting.
- 57 • **Exhibit 34** – Video evidence showing harvesting after disconnection.
- 58 • **Exhibit 35** – Keep-alive NAT hole-punching code used for persistent  
59 access.
- 60 • **Exhibit 36** – Forced reconnection to harvest data.
- 61 • **Exhibit 37** – False GDPR compliance and U.S. servers.
- 62 • **Exhibit 38** – U.S.-based servers confirmed.
- 63 • **Exhibit 39** – Opt-out mechanisms not allowing users to stop data collection.
- 64 • **Exhibit 40** – Plaintiff never subscribed to "Teams" but data was still  
65 collected.
- 66 • **Exhibit 41** – Hardcoded authentication bypass in the software.
- 67 • **Exhibit 42** – Defendant’s backtrack after confrontation (misappropriation  
68 denial).
- 69 • **Exhibit 43** – Terms before 2025 didn’t grant license for IP use.
- 70 • **Exhibit 44** – Retroactive terms stripping CMI and allowing sublicensing.
- 71 • **Exhibit 45** – Trifork's acquisition of 22% of Rokoko Care and use of  
72 Plaintiff's data.
- 73 • **Exhibit 46** – Defendant’s financial issues and prior insolvency.

- 74 • **Exhibit 47** – Defendant’s pitch deck revealing IP misappropriation plan.
- 75 • **Exhibit 48** – Sale of Plaintiff’s intellectual property after lawsuit began.
- 76 • **Exhibit 49** – Defendant admitting to collection and sale of IP.
- 77 • **Exhibit 50** – Defendant’s commercial use of Plaintiff’s intellectual property.
- 78 • **Exhibit 51** – Embedded CMI within animation files and metadata.
- 79 • **Exhibit 52** – Defendant’s actions regarding intellectual property (retroactive  
80 terms).
- 81 • **Exhibit 53** – Example of Plaintiff’s books and merchandise halted.
- 82 • **Exhibit 54** – TV series adaptation talks halted.
- 83 • **Exhibit 55** – Defendant training AI on Plaintiff’s motion dataset.
- 84 • **Exhibit 56** – Defendant sublicensing Plaintiff’s intellectual property.

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86 I declare under penalty of perjury under the laws of the United States of America  
87 that the foregoing is true and correct.

88  
89 Executed this 24th day of December, 2025, in Santa Clarita, California.

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Matthew R. Walsh  
Plaintiff In Pro Per

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# **EXHIBIT 1**

97 Nintendo release SKU for The Next World:

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The screenshot shows an email interface with a toolbar at the top containing icons for Delete, Archive, Respond, All Apps, Quick Steps, Move, Tags, Editing, Immersive, Translate, and Zoom. The email subject is "[NDP] The Expected Lotcheck Submission Date for THE NEXT WORLD (LOGIC N...". The sender is noreply@noa.nintendo.com, received on Sun 1:01 PM. The email content is from the Nintendo Developer Portal, dated 2025-12-21 21:01:24. The message states that the expected Lotcheck submission date has passed and provides the following details:

- Game Code:** HAC-P-BCV4A
- Product Name (English):** THE NEXT WORLD
- Product Name (Japanese):** 次の世界
- Product Name (Kana):** ザー・ネクスト・ワールド
- Publisher:** LOGIC NINE, LLC
- Product Type:** Full Product (製品版)
- Platform:** Nintendo Switch
- Display Version:** 1.0.0
- Release Version:** 00
- Submission Version:** 00
- Release Type:** Initial Release (初回リリース)
- Submission Type:** Lotcheck (ロットチェック)
- Expected Lotcheck Submission Date:** 05/31/2025
- Expected Release Date:** 11/06/2025
- Delivery:** Digital (ダウンロード版)
- Sales Region (Card):** N/A (N/A)
- Sales Region (DL):** Americas, Europe + Australia, Japan, Asia (Hong Kong, Taiwan, Korea) (米州, 欧州+豪州, 日本, Asia (香港・台湾・韓国))
- Card Size:** 32GB (32GB)
- Uses ROMs That Differ Between Regions:** Uses the same ROM across all regions (全地域共通のROMを使用)

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# **EXHIBIT 2**

106 Lotcheck / steps

NOA\_Lot\_Check



Nintendo Wiki

EXPLORE CONSOLES GAMES NINTENDO CO. COMMUNITY

in: Nintendo divisions

# NOA Lot Check

SIGN IN TO EDIT

Group 🔒 C

**NOA Lot Check** [Edit] [Talk]

**NOA Lot Check** is a [Nintendo of America](#) subsidiary that checks over games made by first and third party publishers to make sure they're in compliance with Nintendo of America's guidelines. Occasionally they are mentioned in a game's credits, but this is very rare.

To launch a game on the [eShop](#), companies must submit a copy to them to then be sent to NCL for later checking before the game is finally put on the eShop depending what the publisher chooses for the release date.

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# **EXHIBIT 3**

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113 Third party contracts (redacted due to NDA)



Music Composer Contract

This contract (the "Agreement") provides details for the services provided by Ron Wasserman [redacted] currently entitled "The Next World (video game)" (the "Project").

As a condition of The Producer hiring the Actor and other valuable considerations, the Parties to this Agreement agree as follows: Ron Wasserman will receive [redacted] % of all gross sales up to \$ [redacted] USD and retain all streaming rights and music rights, except, the Game may use the music in an unlimited fashion for any purpose within its scope as defined below.

Project Title: The Next World (video game)

Role: Music Composer, in-studio VOX and recording

Actor Contact Email: [redacted]

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Acting / Performance Contract

This contract (the "Agreement") provides details for the services provided by Alexis Van Ess Mincolla the "Actor" [redacted] project currently entitled "The Next World (video game)" (the "Project").

As a condition of The Producer hiring the Actor and other valuable considerations, the Parties to this Agreement agree as follows: Alexis will maintain the role of the main antagonist and license 3TEETH's first album for use within the Game [redacted]

Project Title: The Next World (video game)

Actor Role: Alexis Van Ess Mincolla (as himself)

Actor Contact Email: [redacted]

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DocuSign Envelope ID: 43E9A097-3192-45EE-AD5B-6EE2BF1E5623

**WINTER YEAR**  
STUDIOS LOS ANGELES

Acting / Performance Contract

This contract (the "Agreement") provides details for the services provided by Aries Spears the

[REDACTED]

[REDACTED]

**Project Title:** The Next World (video game)

**Actor Role:** Sytrus

**Actor Contact Email:** [REDACTED]

\_\_\_\_\_

1. Actor's Services

116

**WINTER YEAR**  
STUDIOS LOS ANGELES

Acting / Performance Contract

This contract (the "Agreement") provides details for the services provided by Kathleen Fisher

[REDACTED] currently entitled "The Next World (video game)" (the "Project").

As a condition of The Producer hiring the Actor and other valuable considerations, the Parties to this Agreement agree as follows:

[REDACTED]

**Project Title:** The Next World (video game)

**Actor Role:** 'Miss Manufactured' aka 'Eden'

**Actor Contact Email:** [REDACTED]

[REDACTED]

117

**W I N T E R Y E A R**  
S T U D I O S L O S A N G E L E S

**Acting / Performance Contract**

This contract (the "Agreement") provides details for the services provided by Cody Derr (the [redacted]) [redacted] currently entitled "The Next World (video game)" (the "Project").

As a condition of The Producer hiring the Actor and other valuable considerations, the Parties to this Agreement agree as follows: [redacted]

**Project Title:** The Next World (video game)

**Actor Role:** Dresden

**Actor Contact Email:** [redacted]

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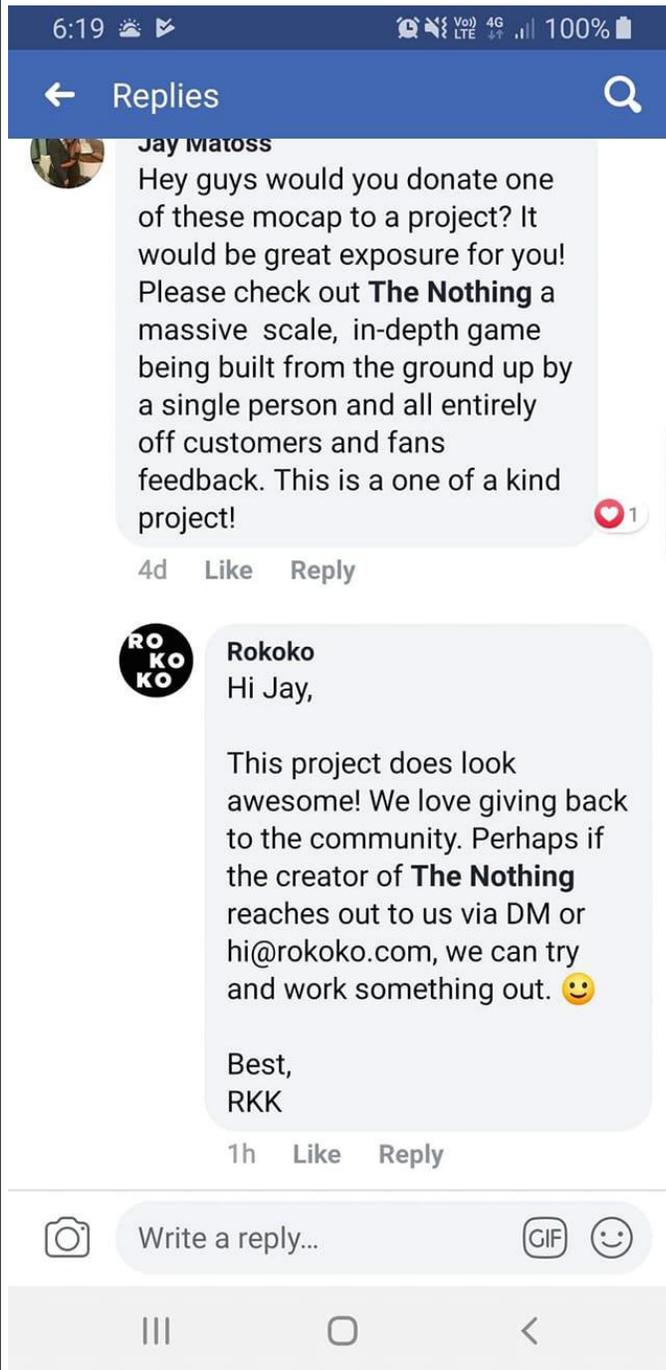
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# **EXHIBIT 4**

132 Third-party introduction by a fan



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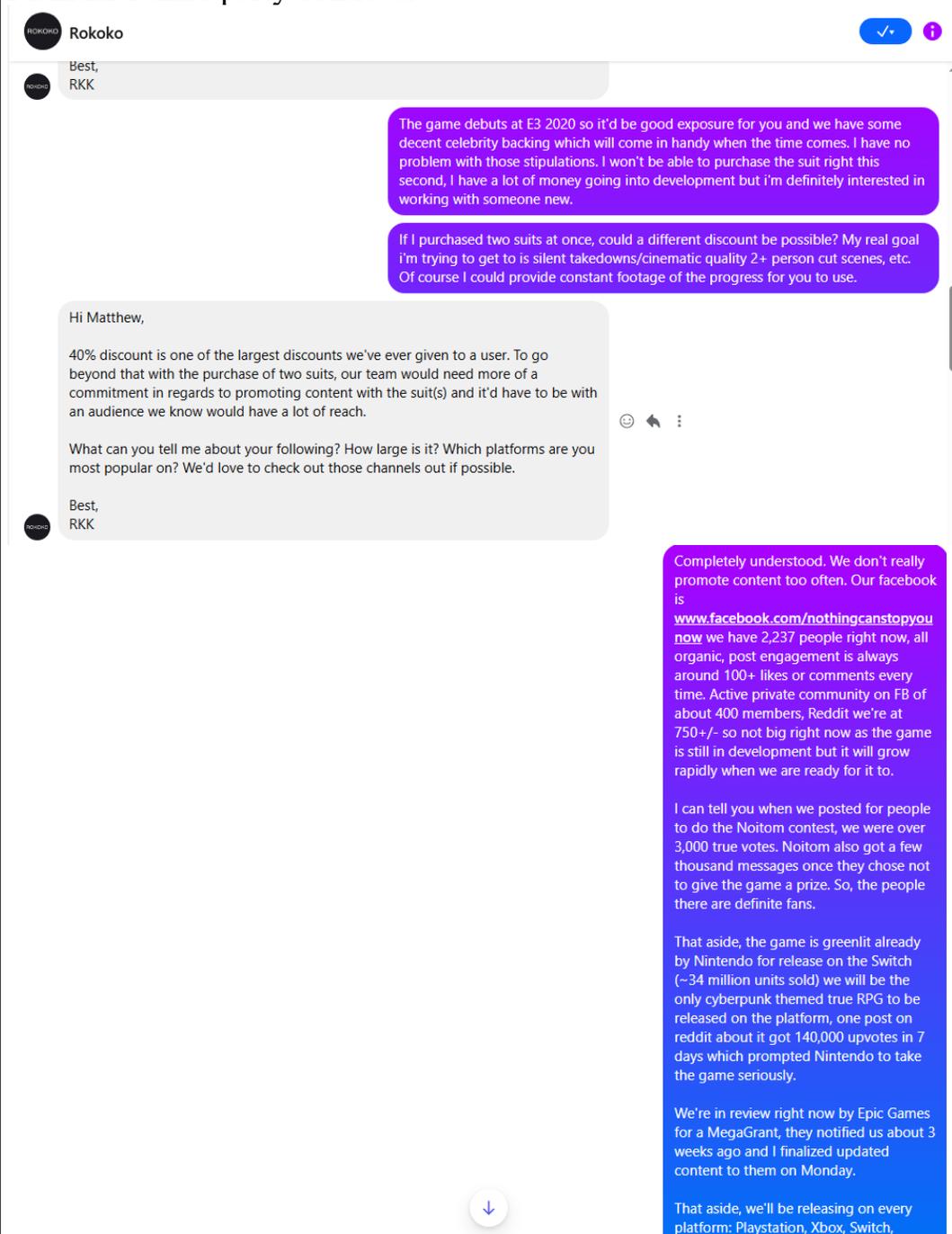
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# **EXHIBIT 5**

139 Before any purchase of Defendants equipment, they were made explicitly aware of  
140 Plaintiff's third party contracts:



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That aside, we'll be releasing on every platform: Playstation, Xbox, Switch, Steam, GOG and possibly Stadia, but we're waiting to hear back from Google.

The villain in the game is Alexis Mincolla of industrial metal band 3teeth, so we have outreach through him and his community, game soundtrack by Ron Wasserman <https://www.imdb.com/name/nm2534328/> (the creator of the Power Rangers, X-Men and Dragon Ball-Z theme songs and soundtrack producer as well as 3,000 other shows) and some other unannounced people with some decent pull and outreach in the millions.

And like I said, we're debuting at E3 2020. So, that's a fairly large step. Release date if we get a handle on the mocap and get the actors all in-and-out should be shortly after E3 2020.



**The Next World**  
Video Game



I don't expect anything, you've already been generous enough, but right now I'm basically stuck with one suit and facial rig gear, and I need two that can work together. So whether I buy two of yours or I, against my better judgment purchase a second Noitom suit, that's a decision I need to make. But I totally appreciate your offer and would love to work with you.



7/24/15, 4:41 PM

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# **EXHIBIT 6**

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In the sound studio with Ron Wasserman and actors in the sound studio directing and recording vocals.



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155 Plaintiff along with Alexis Mincolla (3teeth) in the studio doing table reads prior to  
156 recording



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159 Plaintiff in the studio with the lead actor in the video game, Cody Derr during emotionally charged lines



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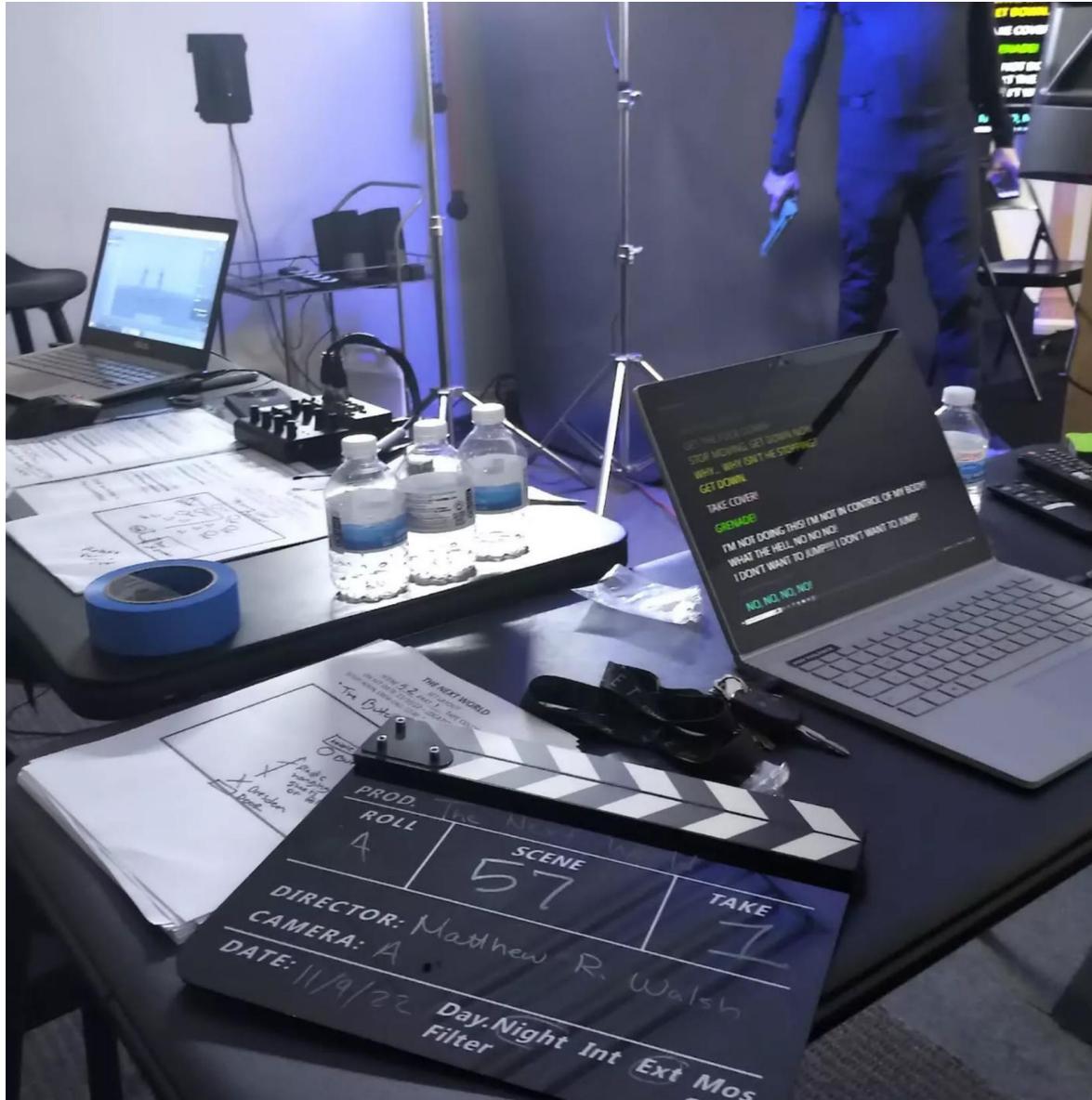
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163 In the mocap studio, with Defendant's suits, recording movements for 'The Next  
164 World' (Plaintiff's game)



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# **EXHIBIT 7**

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Defendant offered 40% off after being made aware of those contracts.

The screenshot shows a text message conversation. At the top, the contact name is 'Rokoko' with a blue checkmark and an information icon. The messages are as follows:

- Rokoko:** Best, RKK
- Rokoko:** The game debuts at E3 2020 so it'd be good exposure for you and we have some decent celebrity backing which will come in handy when the time comes. I have no problem with those stipulations. I won't be able to purchase the suit right this second, I have a lot of money going into development but i'm definitely interested in working with someone new.
- Rokoko:** If I purchased two suits at once, could a different discount be possible? My real goal i'm trying to get to is silent takedowns/cinematic quality 2+ person cut scenes, etc. Of course I could provide constant footage of the progress for you to use.
- RKK:** Hi Matthew,  
40% discount is one of the largest discounts we've ever given to a user. To go beyond that with the purchase of two suits, our team would need more of a commitment in regards to promoting content with the suit(s) and it'd have to be with an audience we know would have a lot of reach.  
What can you tell me about your following? How large is it? Which platforms are you most popular on? We'd love to check out those channels out if possible.
- RKK:** Best, RKK

177

 Rokoko



basically stuck with one suit and facial rig gear, and I need two that can work together. So whether I buy two of yours or I, against my better judgment purchase a second Noitom suit, that's a decision I need to make. But I totally appreciate your offer and would love to work with you.

7/24/19, 4:31 PM

Hi Matthew,

That all sounds great and we would love to be apart of this to help you during the development of your game. What have so far is really great and we believe that with our suit you can definitely push it even further.

I spoke it over with our team and our best offer we can give you for two suits would be to apply a 40% discount on each suit individually.

If this interests you, let us know and we can create a custom quote for you.

Best,  
RKK

7/24/19, 5:17 PM



Sure that is just perfect, thank you.

7/25/19, 9:38 AM

Hi Matthew,

Great! Can you provide me with your email address? We'll move communications there and our team will work on getting a custom quote over to you.

Best,  
RKK



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179 Plaintiff complied as promised:



winteryeargames ...

winteryeargames @hellorokoko  
129w Reply

View insights [Boost post](#)

Like Comment Share

Liked by 4ronwasserman and 10 others  
November 10, 2022

Add a comment... [Post](#)

180



winteryeargames ...

winteryeargames @hellorokoko  
129w Reply

181



winteryeargames ...

winteryeargames Late start but trucking along!  
129w

winteryeargames @hellorokoko  
129w Reply

182



winteryeargames ...

winteryeargames BTS motion capture on set 12/15/2022  
#la #actor #acting #hollywood #studio #videogame #upcoming #gameDev  
Edited · 124w

winteryeargames @hellorokoko  
124w Reply

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# **EXHIBIT 8**

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190 Rokoko Gen 1 animations were not the type of quality Defendant could resell  
191 cleanly. One year after Plaintiff purchased his equipment, Defendant released the  
192 the new Smartsuit gen 2, which produced animations at twice the frame-rate and  
193 made for commercially viable animations.  
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The screenshot shows a web browser window with the URL `rokoko.com/insights/rokoko-launches-smartsuit-pro-ii-an-even-better-indie-mocap-suit`. The page features the Rokoko logo and navigation menu (Capture Tools, Software, Use cases, Community, Resources). The article title is "Rokoko launches Smartsuit Pro II, an Even Better Indie Mocap Suit", dated December 6, 2021, by Matias Søndergaard. A list of key performance upgrades is highlighted with a red box:

- Ready for Multi-Level Tracking, so you can track elevation movement on stairs, ladders, and along the y-axis.
- Optimized for high impact use so punching, fighting, and falling doesn't compromise data quality.
- Better locomotion accuracy over time, catering for a significant reduction in drift, meaning more reliable and longer streaming times.
- Native integration into the Rokoko Smartgloves, so only one portable USB-C battery is required to power your entire motion capture system.

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As the cherry on top, we've extended general performance all around. Sensors have been upgraded, bringing the maximum recorded frames per second up from 100fps to 200fps, which results in more accurate data when performing fast paced motions.

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### Improvements

- **Better locomotion and high impact tracking** 200 FPS motion capture combined with 16 g accelerometer measurement range means that you can capture fast and high-force movements in higher quality
- **Native Smartgloves integration** Power your Smartsuit Pro II and Smartgloves with one battery
- **Better accuracy over time and less drift** Updated and more precise sensors in Smartsuit Pro II will reduce drift and enable you to capture longer takes at high quality
- Updated LED feedback on the Smartsuit Pro II Hub
- Stability improvements

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# **EXHIBIT 9**

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207 Defendant authored and then released an intentionally device-destroying firmware  
208 which their own developers stated in internal logs, will destroy compatibility with  
209 older gloves and suit hubs:  
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```
Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
2025-05-04 00:50:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
+ 200 OK application/json 5.1k 324ms
Request Response Detail
{"deviceVersions": [
  "v2.0"
],
"minimumDeviceServiceVersion": "0.0.1",
"releaseNotes": "## What's Changed\r\n* Change to new glove data packet size. by @rokostrup in
https://github.com/Rokoko/smartsuit-sensor-firmware/pull/150\r\n",
"releaseType": 1,
"createdAt": "2024-01-09T23:00:00+00:00",
"updatedAt": "2025-01-10T14:56:14+00:00",
"binarySize": 90372,
"binaryChecksum": "4fbf61fe47844759b9e8860f6a2c0be2",
"binaryUrl": "https://cdn.rokoko.com/firmware/7-2.2.0-95-release"
},
{
"firmwareId": "8-1.4.2-64-release",
"firmwareVersion": "1.4.2-64-release",
"deviceId": 8,
"deviceName": "coil_pro",
"deviceVersions": [
  "0x80100001"
],
"minimumDeviceServiceVersion": "0.0.1",
"releaseNotes": "# v1.4.2 Firmware for Coil Pro\r\n\r\n## What's changed\r\n\r\n* Coil Pro now gathers
diagnostics that can be read out by technical support\r\n\r\n## Technical changelog\r\n\r\n* Added amplifier
diagnostics read out for production.",
"releaseType": 1,
"createdAt": "2024-05-23T22:00:00+00:00",
"updatedAt": null,
"binarySize": 454340,
"binaryChecksum": "c6669b76ca3d0124383ca3cdafa53ee6",
"binaryUrl": "https://cdn.rokoko.com/firmware/8-1.4.2-64-release"
},
{
"firmwareId": "7-2.3.0-94-release",
"firmwareVersion": "2.3.0-94-release",
"deviceId": 7,
"deviceName": "smartsuit_pro_sensor",
"deviceVersions": [
  "v3.0"
],
"minimumDeviceServiceVersion": "0.0.1",
"releaseNotes": "New fixed size for glove data + glove replies.\r\n\r\nImportant: This breaks
compatibility with older hub + glove FWs.",
"releaseType": 1,
"createdAt": "2024-01-09T23:00:00+00:00",
"updatedAt": null,
"binarySize": 319780,
"binaryChecksum": "6fa5f4a127daa23149dba63c7aebec96",
"binaryUrl": "https://cdn.rokoko.com/firmware/7-2.3.0-94-release"
}
}
[1792/1879][f:~u rokoko] [*:8080]
: flow.comment @focus "" 3~
```

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213 Defendant released statements on the issue and admitted the firmware is the cause,  
214 however, their developer logs show they *knew it broke the gloves and suit hubs* and  
215 *then* released it.

Smartgloves have Incompatible Firmware

Smartglove shows up as a Smartsuit Pro in Studio and Serial Number looks corrupted

Smartgloves Not Appearing in Rokoko Studio

Smartgloves in Bootloader Mode

Unable To Connect To 5GHz WiFi Network

Who is this article relevant to?  
This article is for customers who noticed that their Smartglove is showing up as a Smartsuit Pro or as another Smartglove (Left Smartglove becomes right and vice versa)

Which products is this article relevant for?  
Smartgloves

In some (rare) cases Smartgloves fail during a firmware update and they lose their Device Information.

This will result in either of the following:

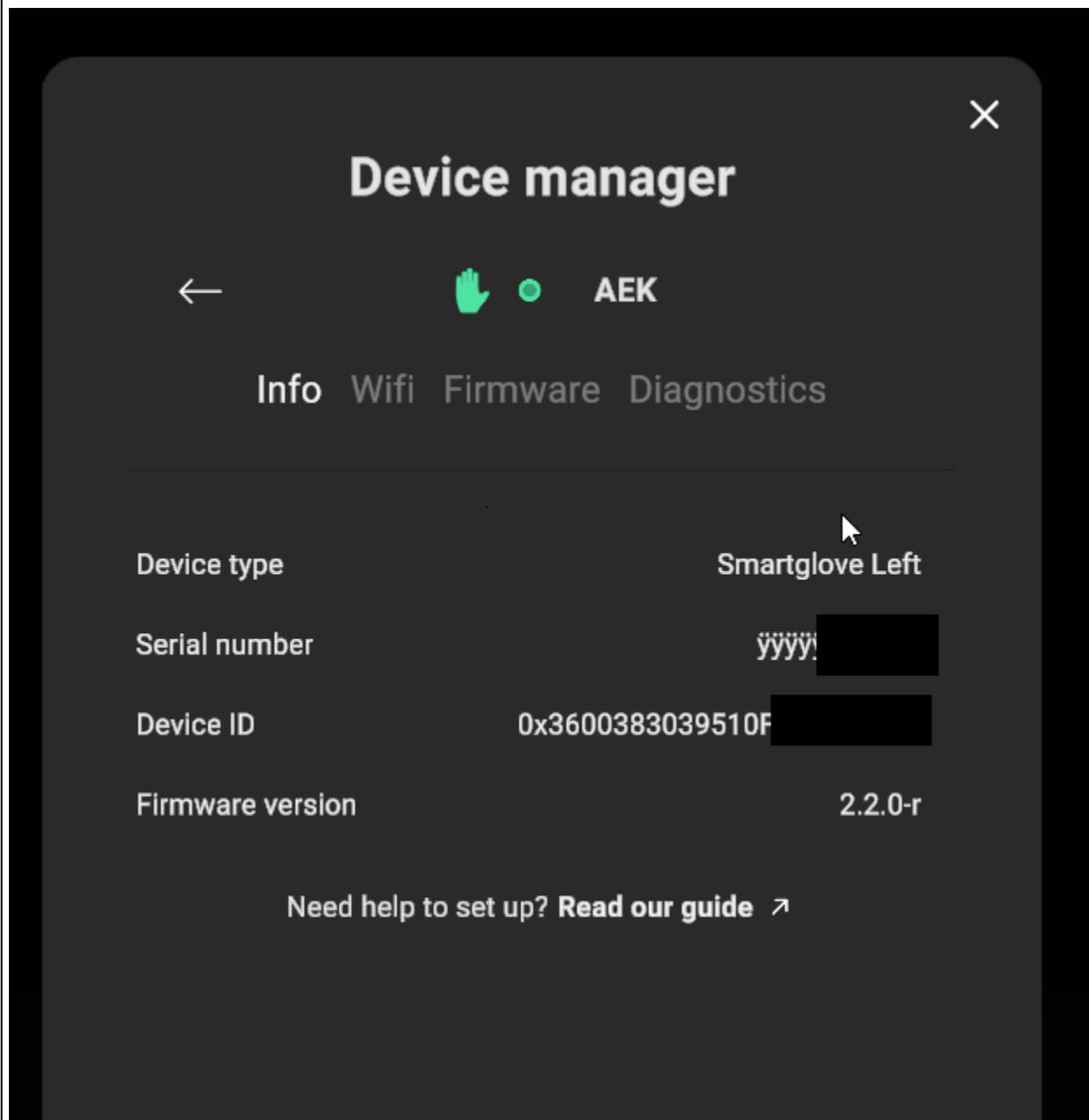
- Your Smartglove will appear as a Smartsuit Pro II in Rokoko Studio
- Your Smartglove will appear as the wrong Smartglove (Right Smartglove will be detected as the Left one and vice versa)

If you open the Studio Device manager and you see that Serial Number is missing or seems corrupted (see screenshot below as an example), please contact support@rokoko.com.

Rokoko purposely RELEASED this firmware knowing it broke gen 1 gloves and suits

```
[1992/1079] [::: rokoko]
File Content @rokoko.com
```

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[Rokoko] Re: RE: [Rokoko] Re: Sensors blinking green



Nasia Skliri (Rokoko) <support@rokoko.com>  
To Matthew R Walsh



8/28/2023

This message has been replied to or forwarded.  
If there are problems with how this message is displayed, click here to view it in a web browser.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



**Matthew R Walsh**

Aug 29, 2023, 02:17 GMT+3

I finally got around to doing this.

No change. It says sensors are stuck in mixed modes. I have followed all guides but nothing works 😞

I never had any issues with these suits until the day I upgraded the firmware for the first time ever; since then, they are unusable.

Please help 😞

**Matthew R. Walsh**

CEO / Software Engineer / Software Architect

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# **EXHIBIT 10**

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228 Unnecessary remote support sessions with users and asking for logs, when they  
229 secretly were receiving live diagnostics constantly  
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[Rokoko] Re: Sensors blinking green



Ilias Stentoumis (Rokoko) <support@rokoko.com>  
To Matthew R Walsh



3/28/2023

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (21325) has been updated. To add additional comments, reply to this email.



**Ilias Stentoumis (Rokoko)**

Mar 28, 2023, 15:08 GMT+3

Hi Matthew,

Let me help you with this!

I think we should go on a **remote** session to fix the issue **remotely**.

You can book a day and time here: <https://calendly.com/d/yn5-4cx-xks/45-min-troubleshooting-rr>

Please download Anydesk [here](#) and provide me with the address shown in red below before the session.

Note: **Windows OS** is required.

231

RE: [Rokoko] Re: Sensors blinking green



matthew@winteryear.com  
To 'Rokoko'



8/28/2023

I finally got around to doing this.

No change. It says sensors are stuck in mixed modes. I have followed all guides but nothing works 😞

I never had any issues with these suits until the day I upgraded the firmware for the first time ever; since then, they are unusable.

Please help 😞

**Matthew R. Walsh**

CEO / Software Engineer / Software Architect

232

[Rokoko] Re: RE: [Rokoko] Re: Sensors blinking green



Nasia Skliri (Rokoko) <support@rokoko.com>  
To Matthew R Walsh



8/28/2023

ⓘ This message has been replied to or forwarded.

If there are problems with how this message is displayed, click here to view it in a web browser.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (27784) has been updated. To add additional comments, reply to this email.



**Nasia Skliri (Rokoko)**

Aug 29, 2023, 09:13 GMT+3

Hello Matthew,

I hope you are doing well today!

I am here for you! Let's check what the issue may be 🙏

Please provide me a Hub Log, as per the instructions below:

**Hub Log**

Open Rokoko Studio and connect the Smartsuit to a computer with the external USB-C provided by us.

- Click on "Configure" on Device Manager.

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# **EXHIBIT 11**

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243 Defendant required users to purchase “wires”, and always stating to Plaintiff and  
244 other users, that the logs say the ‘wires’ are bad... The logs and live diagnostics  
245 actually said the complete opposite:  
246

[Rokoko] Re: Sensors blinking green



Ilias Stentoumis (Rokoko) <support@rokoko.com>  
To Matthew R Walsh



4/12/2023

This message has been replied to or forwarded.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (21325) has been updated. To add additional comments, reply to this email.



**Ilias Stentoumis (Rokoko)**

Apr 12, 2023, 21:03 GMT+3

Hi Matthew,

Thank you for your patience.

Here is a link to track the delivery: <https://mydhl.express.dhl/dk/en/tracking.html#/results?id=7604427213%0D%0A>

Please follow the instructions in the previous response and let us know if everything is fine!  
Please raise a new ticket or email us at [support@rokoko.com](mailto:support@rokoko.com) since I will be out of the office.

Have a great evening!

247  
248  
249

RE: [Rokoko] Re: Sensors blinking green



matthew@winteryear.com  
To 'Rokoko'



8/28/2023

I finally got around to doing this.

No change. It says sensors are stuck in mixed modes. I have followed all guides but nothing works 😞

I never had any issues with these suits until the day I upgraded the firmware for the first time ever; since then, they are unusable.

Please help 😞

**Matthew R. Walsh**

CEO / Software Engineer / Software Architect

250  
251

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" ...



Dan Nikolaison (Rokoko) <support@rokoko.com>  
To Matthew R Walsh



4/16/2025

**i** You replied to this message on 4/16/2025 7:08 AM.  
If there are problems with how this message is displayed, [click here to view it in a web browser.](#)  
[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (45999) has been updated. To add additional comments, reply to this email.



**Dan Nikolaison (Rokoko)**

Apr 16, 2025, 16:41 GMT+3

Hi Matthew,

The **logs** indicate cabling issues. I understand that you may have already replaced some cables previously, but as you have pointed out, this was two years ago. Perhaps those cables have now had extensive wear and tear, or perhaps they were not correctly connected.

If it is your preference, instead of providing you with the cables, we can arrange for your suit to be shipped back to our HQ and for our repairs coordinator to replace the cables for you (and also inspect the physical hardware to identify any other potential faults).

252

```
rkk_USB_Logger_29_3_2025.log - Notepad
File Edit Format View Help
SBRANCH: Auto_paddr error 2
SBRANCH: Auto_paddr error 3
SBRANCH: Auto_paddr error 4
SBRANCH: Auto_paddr error 5
SBRANCH: Auto_paddr error 6
Sensors and Errors detected:

[29/3/2025 19:43:39.538939] INFO: LOG-file: Branch1 : Sensors detected 0 (errors 6)
[29/3/2025 19:43:39.539164] INFO: LOG-file: Branch3 : Sensors detected 0 (errors 6)
[29/3/2025 19:43:39.539367] INFO: LOG-file: Branch0 : Sensors detected 0 (errors 0)
[29/3/2025 19:43:39.539611] INFO: LOG-file: Branch2 : Sensors detected 0 (errors 0)
[29/3/2025 19:43:39.539794] INFO: LOG-file: Branch4 : Sensors detected 0 (errors 6)

[29/3/2025 19:43:39.539988] INFO: LOG-file: Branch addresses mapping:
[29/3/2025 19:43:39.540176] INFO: LOG-file: Branch 1: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540358] INFO: LOG-file: Branch 3: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540546] INFO: LOG-file: Branch 0: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540728] INFO: LOG-file: Branch 2: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540912] INFO: LOG-file: Branch 4: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.541095] INFO: LOG-file: Branch addresses mapping:

Ln 909, Col 1    100%    Windows (CRLF)    UTF-8
```

**Zero sensors detected. Multiple errors**

253

254

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the belo...



**Dan Nikolaison (Rokoko)** <support@rokoko.com>  
To: Matthew R Walsh

Reply Reply All Forward ...  
Wed 4/16/2025 6:41 AM

You replied to this message on 4/16/2025 7:08 AM.  
If there are problems with how this message is displayed, click here to view it in a web browser.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



**Dan Nikolaison (Rokoko)**

Apr 16, 2025, 16:41 GMT+3

Hi Matthew,

The logs indicate cabling issues. I understand that you may have already replaced some cables previously, but as you have pointed out, this was two years ago. Perhaps those cables have now had extensive wear and tear, or perhaps they were not correctly connected.

If it is your preference, instead of providing you with the cables, we can arrange for your suit to be shipped back to our HQ and for our repairs coordinator to replace the cables for you (and also inspect the physical hardware to identify any other potential faults).

Alternatively - though this is not something we normally offer - the \$800 offer for a Smartsuit Pro II still stands. This would be a discount of just over 65%.

Please note that our offices will be closed for the Easter holidays from Thursday until Tuesday. If you could let me know which option you wish to proceed with, I will assist you from Tuesday next week.

Kind regards,

**Dan Nikolaison**  
Customer Success Manager

[rokoko.com](http://rokoko.com)

Follow us on:

255

RE: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Rep...



**matthew@winteryear.com**  
To: 'Rokoko'

Reply Reply All Forward ...

4/16/2025

You replied to this message on 4/17/2025 10:15 PM.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Dan,

Thanks for the reply, but we've already gone in circles on the cables. The suit hasn't been operational since March 2023, and this exact issue was previously diagnosed and acknowledged. Suggesting "wear and tear" on cables that haven't been in use for over two years is dismissive and inaccurate.

Your offer to "inspect" the suit at HQ is not acceptable. If we reach the point — again, for the second time — where it turns out the issue isn't cabling, we'll be hit with more delays because "replacement parts" like sensors or the hub aren't even in stock. That in itself is a legal failure — as stated in the legal complaint, you are required to stock serviceable parts for a reasonable duration after sale. You don't. You won't. You can't.

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# **EXHIBIT 12**

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265 Defendant software sent them secret, live internal diagnostic logs which showed  
266 precisely what the issue was, as did the logs collected from Plaintiff's machine.  
267 Defendant still continually blamed "wires" as the cause to all users and acted as if  
268 they did not receive this information:  
269

```
...ity\", \"os_language\": \"en\", \"mac_address\": \"B42E999FD72B\", \"device_service_version\": \"1.0.190\", \"device_service_sha\": \"7369b33a0a24fef74627066c50d3...  
...ble-8024-4b94-ba7d-2d043388a4b5\", \"team_role\": \"owner\", \"team_plan\": \"starter\", \"active_scene_id\": null, \"ui_context\": \"dashboardcontext\", \"connect...  
...: {\"0x53373100363247393230343032323031\": {\"device\": \"smartsuit_pro\", \"device_type\": \"body\", \"device_id\": \"852\", \"device_serial_number\": \"R8PZA06KV...  
...\", \"device_type\": \"body\", \"device_id\": \"0x53373100363247393230343032323031\", \"device_hub_firmware\": \"2.5.4-r\", \"device_prod_assembly\": \"2FC732\", \"d...  
...\": \"usb\", \"successfully_initialized\": false, \"device_sensor_firmware\": \"2.0.0-r\", \"has_error\": true, \"error_type\": \"sensors_in_mixed_boot_states\"} }  
...957-0de4-42aa-b42c-e7b5e7a7b196 ,
```

```
270 n-port 0080  
...92,17/graphql  
...ation/json 29b 326ms  
...jest  
...Response  
...ig3eodvu  
...set=utf-8  
...com
```

```
...ice_connected\",  
...uild_number\": \"0\", \"app_version\": \"2.4.8\", \"os\": \"Windows\", \"os_version\": \"Windows 10 (10.0.19045) 64bit\", \"mp_country_code\": \"US\", \"screen_h...  
...ps_language\": \"en\", \"mac_address\": \"B42E999FD72B\", \"device_service_version\": \"1.0.190\", \"device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4e...  
...4b94-ba7d-2d043388a4b5\", \"team_role\": \"owner\", \"team_plan\": \"starter\", \"active_scene_id\": null, \"ui_context\": \"dashboardcontext\", \"connected_device_c...  
...3100363247393230343032323031\": {\"device\": \"smartsuit_pro\", \"device_type\": \"body\", \"device_id\": \"852\", \"device_serial_number\": \"R8PZA06KVJYU\"}, \"co...  
...type\": \"body\", \"device_id\": \"0x53373100363247393230343032323031\", \"device_hub_firmware\": \"2.5.4-r\", \"device_prod_assembly\": \"2FC732\", \"device_hub_i...  
...\", \"successfully_initialized\": false, \"device_sensor_firmware\": \"2.0.0-r\", \"has_error\": true, \"error_type\": \"sensors_in_mixed_boot_states\"},  
...42aa-b42c-e7b5e7a7b196 ,
```

Successfully initialized?	Sensor firmware:	Has error?	Error type:
False	v2.0.0-r	True	sensors in mixed boot states

(not a wiring issue)

271  
272

```
Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
POST https://192.167.192.17/graphql
200 OK application/json 200 326ms
Request
Response
Detail
User-Agent: TeamSpsync/0.2.0.0
x-api-key: da2-pa7iipmvbcpdhe7146q3eodvu
Content-Type: application/json; charset=utf-8
Content-Length: 1639
Host: rap-gql-public.rokoko.com
graphql
{
  "query": "...",
  "variables": {
    "input": {
      "events": [
        {
          "event_name": "live_input_device_connected",
          "event_properties": {
            "$app_build_number": "\0", "$app_version": "2.4.8", "$os": "\windows", "$os_version": "\windows 10 (10.0.19045) 64bit", "$mp_country_code": "\US", "$screen_height": 1888, "$screen_width": 1920, "$sc
            reem_dp11\ps-0, $mp_idb": "\multi", "$os_language": "\en", "$mac_address": "\882E999F0220", "$device_service_version": "1.0.190", "$device_service_sha": "\736933a824ff74d37066c0d8835408f4ea", "$created_at": "\1746330899262", "$on
            line": true, "$team_id": "\8ff2cb1e-8024-4b94-ba7d-2d8433884405", "$team_role": "\owner", "$team_plan": "\starter", "$active_scene_id": "\null", "$ui_context": "\dashboardcontext", "$connected_device_count_usb": 1, "$connected_device_count_wif
            i": 0, "$connected_device_ids": "\0x53372100363247393230343032323031", "$device": "\smartsuit_pro", "$device_type": "\body", "$device_id": "\8521", "$device_serial_number": "\RBPZAK6KVJYU", "$connected_device_types": [{"smartsuit_pro":
            1}], "$device": "\smartsuit_pro", "$device_type": "\body", "$device_id": "\853372100363247393230343032323031", "$device_hub_firmware": "\2.5.4-r", "$device_prod_assembly": "\18CF721", "$device_hub_id": "\8521", "$device_serial_number": "\R
            PZAK6KVJYU", "$connection_type": "\usb", "$successfully_initialized": false, "$device_sensor_firmware": "\2.0.0-r", "$has_error": true, "$error_type": "\sensors_in_mixed_boot_states",
            "$distinct_id": "abd6d957-8de4-42aa-b42c-e765e7d76f96",
            "$client_id": "studio",
            "$created_at": 0,
            "$is_ipm": false
          }
        }
      ]
    }
  }
}
mutation($input: EventInput!){
  trackEvents(input: $input)}

```

273

```
rkk_USB_Logger_29_3_2025.log - Notepad
File Edit Format View Help
SBRANCH: Auto_paddr error 2
SBRANCH: Auto_paddr error 3
SBRANCH: Auto_paddr error 4
SBRANCH: Auto_paddr error 5
SBRANCH: Auto_paddr error 6
Sensors and Errors detected:

[29/3/2025 19:43:39.538939] INFO: LOG-file: Branch1 : Sensors detected 0 (errors 6)
[29/3/2025 19:43:39.539164] INFO: LOG-file: Branch3 : Sensors detected 0 (errors 6)
[29/3/2025 19:43:39.539367] INFO: LOG-file: Branch0 : Sensors detected 0 (errors 0)
[29/3/2025 19:43:39.539611] INFO: LOG-file: Branch2 : Sensors detected 0 (errors 0)
[29/3/2025 19:43:39.539794] INFO: LOG-file: Branch4 : Sensors detected 0 (errors 6)

[29/3/2025 19:43:39.539988] INFO: LOG-file: Branch addresses mapping:
[29/3/2025 19:43:39.540176] INFO: LOG-file: Branch 1: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540358] INFO: LOG-file: Branch 3: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540546] INFO: LOG-file: Branch 0: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540728] INFO: LOG-file: Branch 2: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.540912] INFO: LOG-file: Branch 4: tx[0x20414704] rx[0x20413F48]
[29/3/2025 19:43:39.541095] INFO: LOG-file: Branch addresses mapping:

Ln 909, Col 1 100% Windows (CRLF) UTF-8
```

274

**Zero sensors detected. Multiple errors**

[29/3/2025 19:43:39.538939] INFO: LOG-file: Branch1 : Sensors detected 0 (errors 6)  
[29/3/2025 19:43:39.539164] INFO: LOG-file: Branch3 : Sensors detected 0 (errors 6)  
[29/3/2025 19:43:39.539367] INFO: LOG-file: Branch0 : Sensors detected 0 (errors 0)  
[29/3/2025 19:43:39.539611] INFO: LOG-file: Branch2 : Sensors detected 0 (errors 0)  
[29/3/2025 19:43:39.539794] INFO: LOG-file: Branch4 : Sensors detected 0 (errors 6)

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# **EXHIBIT 13**

280

281

Defendant stated they could not/would not fix the sensors.

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the belo...



**Dan Nikolaison (Rokoko)** <support@rokoko.com>  
To: Matthew R Walsh

Reply Reply All Forward

Wed 4/16/2025 6:41 AM

You replied to this message on 4/16/2025 7:08 AM.  
If there are problems with how this message is displayed, click here to view it in a web browser.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



**Dan Nikolaison (Rokoko)**

Apr 16, 2025, 16:41 GMT+3

Hi Matthew,

The logs indicate cabling issues. I understand that you may have already replaced some cables previously, but as you have pointed out, this was two years ago. Perhaps those cables have now had extensive wear and tear, or perhaps they were not correctly connected.

If it is your preference, instead of providing you with the cables, we can arrange for your suit to be shipped back to our HQ and for our repairs coordinator to replace the cables for you (and also inspect the physical hardware to identify any other potential faults).

Alternatively - though this is not something we normally offer - the \$800 offer for a Smartsuit Pro II still stands. This would be a discount of just over 65%.

Please note that our offices will be closed for the Easter holidays from Thursday until Tuesday. If you could let me know which option you wish to proceed with, I will assist you from Tuesday next week.

Kind regards,

**Dan Nikolaison**  
Customer Success Manager

[rokoko.com](http://rokoko.com)

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282

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the belo...



**Dan Nikolaison (Rokoko)** <support@rokoko.com>  
To: Matthew R Walsh

Reply Reply All Forward

Thu 11/21/2024 5:37 AM

You replied to this message on 11/21/2024 11:29 PM.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



**Dan Nikolaison (Rokoko)**  
Nov 21, 2024, 15:36 GMT+2

Hi Matthew,

I'm afraid we no longer produce or stock the sensors or hub for the Smartsuit Pro I.

Best regards,

**Dan Nikolaison**  
Customer Success Manager

[rokoko.com](http://rokoko.com)

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[Facebook](#), and

[TikTok](#).

Join our community of 3D artists, VFX experts, and game devs on [Discord](#).



**Matthew R Walsh**  
Nov 21, 2024, 05:16 GMT+2

I cannot buy parts either?



**Dan Nikolaison (Rokoko)**  
Nov 20, 2024, 14:57 GMT+2

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# **EXHIBIT 14**

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293 In 2025, Defendant ultimately admitted the firmware [can] destroy the sensors and  
294 only Defendant can fix them, and to reach out. When you do reach out, they simply  
295 require you to purchase a new Gen 2 suit and refuse repair/replace/refund.

The screenshot shows a web browser window with the URL [support.rokoko.com/hc/en-us/articles/4410479064849-Some-or-all-of-the-sensors-on-the-Smartsuit-Pro-do-not-work](https://support.rokoko.com/hc/en-us/articles/4410479064849-Some-or-all-of-the-sensors-on-the-Smartsuit-Pro-do-not-work). The breadcrumb navigation is 'Rokoko → Troubleshooting → Smartsuit Pro'. The article title is 'Some or all of the sensors on the Smartsuit Pro do not work'. A red box highlights the text: 'Who is this article relevant to? This article is for anyone who managed to connect their Smartsuit Pro I or Smartsuit Pro II to Rokoko Studio and noticed that some or all of the sensors don't work.' Another red box highlights the text: 'Which plans is this article relevant for? Starter Plus Pro Enterprise'. Below this, a section titled 'Sensors will not work for the following reasons:' contains a list of three items, with the first item highlighted by a red box: '1 During a firmware update, some or all the sensors got stuck in bootloader mode.' The other two items are: '2 A cable is connected to a sensor is faulty or physically damaged.' and '3 Sensors have lost their calibration values or are physically damaged.' The text continues: 'During a firmware update, sensors can get stuck in bootloader mode. This can, for example, be caused by unplugging the USB-C cable before the'.

The forced update --->  
and corresponding  
firmware.

Who is this article relevant to?  
This article is for anyone who managed to connect their Smartsuit Pro I or Smartsuit Pro II to Rokoko Studio and noticed that some or all of the sensors don't work.

Which plans is this article relevant for?  
Starter Plus Pro Enterprise

Sensors will not work for the following reasons:

- 1 During a firmware update, some or all the sensors got stuck in bootloader mode.
- 2 A cable is connected to a sensor is faulty or physically damaged.
- 3 Sensors have lost their calibration values or are physically damaged.

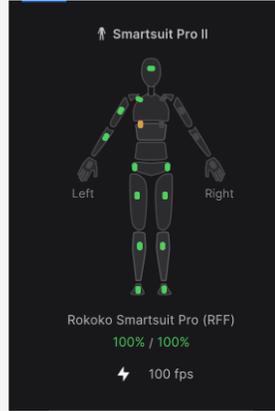
During a firmware update, sensors can get stuck in bootloader mode.  
This can, for example, be caused by unplugging the USB-C cable before the

296

support.rokoko.com/hc/en-us/articles/4410479064849-Some-or-all-of-the-sensors-on-the-Smartsuit-Pro-do-not-work

This results in **not fully functioning sensors** that are constantly **blinking green** or lighting blue (physically, not inside Rokoko Studio) and are displayed grey or white in the Rokoko Studio diagnostics panel.

Below is a screenshot example of some sensors being unresponsive:



Things to try:

- 1 Perform a power cycle by unplugging and replugging the power bank from the Smartsuit Pro Hub. Please try this up to 5 times. We recommend waiting for 10 to 30 seconds before each power cycle.
- 2 If the above process does not fix the issue, please contact [support@rokoko.com](mailto:support@rokoko.com) and provide the necessary [log files](#) for further inspection from our Support team as shown [here](#).

Unnecessary support sessions where Rokoko requests log files, even though they secretly receive diagnostic logs through live hidden communications ----->

After you generate the logs, use this [Sensor Checker Guide](#) here to check which sensors are missing. It will indicate all the sensors that are missing. Make sure you use a valid file with only the latest entries inside the log.

• USB devices will not connect on Intel-based Macs (OS-level issue; not something we can fix)

• Some users may experience that they need to allow incoming connections every time they open Rokoko Studio, and not just on the first launch.

• On some Mac computers, Rokoko Studio may crash if you resize the window.

• When running in full-screen on Mac, Studio will open up in the same resolution that it was previously closed in, causing black bars on the sides.

### Device Setup & Configuration

• If you re-install firmware on a Smartsuit Pro, where some sensors are in the bootloader state and some are not, firmware will not be re-installed for the sensors and an Error 37 will be shown. This does not break anything, but does also not fix the sensors. Please contact Support for help to restore the sensors - we're working on getting this properly restorable from within Studio.

• Smartgloves cannot find 5 Ghz networks running on some channels, likely all channels at 52 or higher. As a workaround, use one of the following channels for now 48, 44, 40, 36.

• Rare issue where rapidly toggling Boost Mode on/off can sometimes set sensors in a bad state.

• Devices cannot always connect to Wi-Fi routers running on 802.11ax. Changing it to 802.11ac will fix the issue.

### Offline Mode / Sync Framework

• When you're offline, you can't see any pending changes to-be-synced in the sync status panel. These will show up when you start up online and the syncing process start. This is purely a visual bug.

### Actor Profile & Presets

298



r/Rokoko • 3y ago  
Worth\_Ability\_3808



## I Hate My Rokoko Suit

Edit: Finally got refunded August 7th. Tried 3 different methods, team seemed to be out of office pretty frequently. A ton of emails exchanged. Overall I'm just glad I didn't send in the suit to never get a refund, but it took so long that I really believed that was going to be the case for a while. Lost a couple hundred to PayPal fees.

Edit: Been waiting on a refund since May 24th when they received the suit and communicating with their team since May 9th. 😓 it's currently June 14th. I'll update when it goes through, but it's been a process. They tried to refund me a lot less than I paid so I sent them the invoice which was for around 5k. They tried saying it was for half now and half once they received the suit, but I never got half of the refund. I'm bummed it's taking so long tbh, but I'm hopeful.

Original post: This thing is a trouble shooting nightmare and it's probably the worst money I've spent in my life. I've tested it 3 times and had issues troubleshooting every time, but figured it was something I could fix on my end. Until today when 75% of my censors just stopped working. I found it was a hardware issue. I literally haven't gotten anything usable out of this suit.

This thing has only brought me stress and I may as well have animated from scratch or used something like move ai. It works worse than your free ai mocap tool. I'm just devastated and I wish I could get my money back but according to the refund policy I can't since it's been over 30 days (Really, not even 90?).

Your customer service you have to pay extra money just to talk to a person on the phone 'for a limited time'. I can see why because I'm sure you have a ton of people disappointed in this product. Also doesn't track well with magnets or too much metal in the room? Come on. 😓

I couldn't even imagine selling this thing to someone with a good conscience. To be fair I actually like the gloves (except they stop working for me if I put anything metal in my hand like an iPhone) but that's sadly the only good thing I can say about it. Don't waste your money on this thing, I wish I did more research on it. If I knew I was paying 5k for a panic attack I would've just not.

You need a dedicated router, a recommended power supply, and if you're using a third party software any plugins you need may cost extra money. For example character creator live link costs \$600 on top of the thousands you may spend on the suit. Then to do livestream data you need to pay for a monthly subscription on top of it all. My sleep paralysis demon wears a rokoko suit.



Locked post. New comments cannot be posted.

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# **EXHIBIT 15**

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306 Hollywood release event for Plaintiff's game. August 2025.



307  
308

309 The theatre rented for the event:



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312  
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Plaintiff with fans who dressed in costume for his game release:



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317

318 Various passes:



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321 Clips from the Hollywood game reveal event with the speaker, audience and fans:



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327 Fans hugging Plaintiff after the showing:



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329 Fans lined up to speak to Plaintiff for an hour after



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332 The theatre was packed early with several celebrities in frame:



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# **EXHIBIT 16**

341 Cast and crew was laid off once the equipment was destroyed.



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348

# **EXHIBIT 17**

349

350 Plaintiff's alpha-reveal trailer received the very difficult to procure IGN® press  
351 release.



**IGN**

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Metaphor: ReFantazio - 16 Minutes of Gameplay | gamescom 2024  
53K views · 22 hours ago



Towerborne - 7 Minutes of Gameplay | gamescom 2024  
21K views · 23 hours ago



Concord - 11 Minutes of PC Gameplay (4K 60FPS)  
42K views · 1 day ago



The Secret History of Secret Level  
7:18



Biggest Game Releases  
15:47



The First 21 Minutes of World of Warcraft: The War Within  
21:20



Rogue Waters Official Trailer  
1:01

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# **EXHIBIT 18**

359 Release windows missed because the sensors were destroyed by Defendant's  
360 firmware and they continually just blamed "wires" while always knowing it was  
361 the sensors.  
362

The screenshot shows two email windows side-by-side. The left window is from Nintendo Developer Portal, dated 2024-11-10 21:05:39. It contains product information for 'THE NEXT WORLD' (Game Code: HAC-P-BCV4A). Several fields are highlighted with red boxes: Product Name (English), Product Name (Japanese), Product Name (Kana), Release Type: Initial Release (初回リリース), Submission Type: Lotcheck (ロットチェック), and Expected Lotcheck Submission Date: 10/14/2023. The right window is a reply from Ilias Stentoumis (Rokoko) dated 4/7/2023. It contains instructions for replacing cables and a sensor, with a red box highlighting the text: 'Please replace the following 2 cables (from Hub to left and right leg) and the sensor on the left shoulder (sensor 21)'. A red line connects the 'Expected Lotcheck Submission Date' box in the left email to the reply date box in the right email.

[NDP] The Expected Lotcheck Submission Date for THE NEXT WORLD (LOGIC ...  
noreply@noa.nintendo.com  
To  
11/10/2024

**Nintendo Developer Portal**  
2024-11-10 21:05:39

The expected Lotcheck submission date has passed. Please update the date along with the expected release date as needed.

**Game Code:** HAC-P-BCV4A  
**Product Name (English):** THE NEXT WORLD  
**Product Name (Japanese):** 次の世界  
**Product Name (Kana):** ザー・ネクスト・ワールド  
**Publisher:** LOGIC NINE, LLC  
**Product Type:** Full Product (製品版)  
**Virtual Console Platform:** N/A  
**Platform:** Nintendo Switch

**Display Version:** 1.0.0  
**Release Version:** 00  
**Submission Version:** 00  
**Release Type:** Initial Release (初回リリース)  
**Submission Type:** Lotcheck (ロットチェック)  
**Expected Lotcheck Submission Date:** 10/14/2023  
**Expected Release Date:** 02/18/2024  
**Delivery:** Digital (ダウンロード版)  
**Sales Region (Card):** N/A (N/A)  
**Sales Region (DL):** Americas, Europe + Australia, Japan, Asia (Hong Kong, Taiwan, Korea) (米州, 欧州 + 豪州, 日本, Asia (香港・台湾・韓国))  
**Card Size:** 32GB (32GB)  
**Uses ROMs That Differ Between Regions:** Uses the same ROM across all regions (全地域共通のROMを使用)

**NDP Licensing Contact:** Nintendo of America  
**NDP Lotcheck Contact:** N/A

[Rokoko] Re: Sensors blinking green  
Ilias Stentoumis (Rokoko) <support@rokoko.com>  
To: Matthew R Walsh  
4/7/2023

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (21325) has been updated. To add additional comments, reply to this email.

Ilias Stentoumis (Rokoko)  
Apr 7, 2023, 20:19 GMT+3  
Hi Matthew,  
Thank you for your time!  
You should have received a quote in this email. Please click on the "Accept your quote" button in order to proceed with the purchase.

Please replace the following 2 cables (from Hub to left and right leg) and the sensor on the left shoulder (sensor 21)

To open the HUB watch this video. To close the HUB watch this video. This article will help you how to use the repair kit (also attached a useful pdf guide).

We will be in touch.

Kind Regards,  
Ilias Stentoumis  
Rokoko Tech Support Team  
What would you like to see in the future? Submit a Feature Request here!

363

[Rokoko] Re: device is in bootloader mode



Efstathios Tasiopoulos (Rokoko) <support@rokoko.zendesk.com>  
To Matthew R Walsh



3/20/2023

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (20949) has been updated. To add additional comments, reply to this email.



**Efstathios Tasiopoulos (Rokoko)**

Mar 20, 2023, 09:27 GMT+2

Hi Matthew,

Thank you for reaching out to Rokoko support. Let me help you with this.

It seems that the **firmware** update of the Smartglove failed - there should be a yellow button on your Smartglove.

Please follow the instructions in this article, in order to fix your Smartglove: [Smartgloves Firmware Fails - Rokoko](#). This script actually installs the latest **firmware** in your gloves, so feel free to apply it to your other Smartglove too (even if the **firmware** did not fail). Please have Studio closed and only one Smartglove connected to the computer per time. Also, the Smartsuit needs to be disconnected from the computer.

After you updated successfully both Smartgloves, you can set up the WiFi settings.

[Rokoko] Re: RE: [Rokoko] Re: **Sensors** blinking green



Nasia Skliri (Rokoko) <support@rokoko.com>  
To Matthew R Walsh



8/28/2023

This message has been replied to or forwarded.  
If there are problems with how this message is displayed, click here to view it in a web browser.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



**Matthew R Walsh**

Aug 29, 2023, 02:17 GMT+3

I finally got around to doing this.

No change. It says **sensors** are stuck in mixed modes. I have followed all guides but nothing works 😞

I never had any issues with these suits until the day I upgraded the firmware for the first time ever; since then, they are unusable.

Please help 😞

**Matthew R. Walsh**

CEO / Software Engineer / Software Architect

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367 Plaintiff reset the firmware using Rokoko's own internal tools he procured after  
368 2023 and had them working for a time, until the next firmware update fully  
369 destroyed the suits:

[Rokoko] Re: (00:24:01) Rokoko: Rokoko's Customer Support team is offline at t...



Rokoko <support@rokoko.zendesk.com>  
To Matthew R Walsh



7/24/2024

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (42087) has been updated. To add additional comments, reply to this email.



**System (Rokoko)**

Jul 25, 2024, 00:34 GMT+3

(00:24:01) Rokoko: Rokoko's Customer Support team is offline at the moment.

Please share your name, email and a short description of the issue you're facing and we'll get back to you asap!

In the meantime, here is a link to our Help Center

([help.rokoko.com](http://help.rokoko.com/)) - should you have any related questions.

(00:24:02) Rokoko:

(00:24:36) Web User 66a170ef810ebc951b26e723: Name: Matthew Walsh

Email: [matthew@winteryear.com](mailto:matthew@winteryear.com)

How can we help you?: I just powered on my smartsuit and all **sensors** are stuck in bootloader mode. It just worked two days ago :(

(00:24:38) Rokoko: Thank you :-)

You will definitely hear from us as soon as we are back on.

We are online weekdays between 09:00AM-05:00PM (GMT+2), excluding public holidays.

You are always welcome to reach us here or under [support@rokoko.com](mailto:support@rokoko.com) and we will be ready to help.

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# **EXHIBIT 19**

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377 Sony suspended Plaintiff's developer account

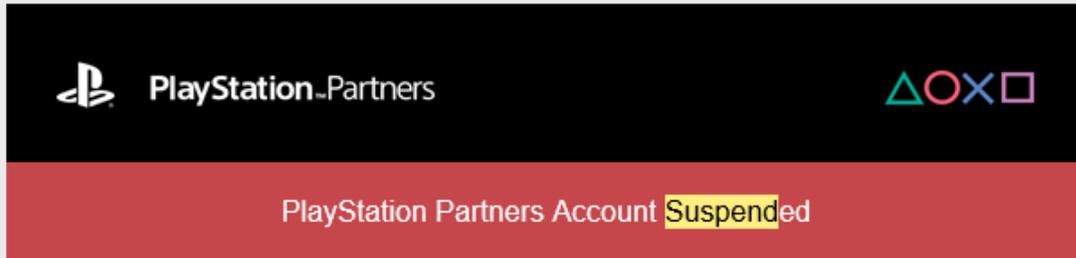
### PlayStation Partners Suspension



PlayStation Partners <no-reply@signin.playstation.net>  
To matthew@winteryear.com



5/1/2024



**Hello Matthew,**

Your [PlayStation® Partners](#) account has been **suspended** due to inactivity.

If you'd like your account to be un-**suspended**, please [contact us](#) now.

This message is automatically generated. Please do not reply as this mailbox is not monitored.

Best regards,

© 2019 Sony Interactive Entertainment.

This email and any attachments are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please [contact us](#) and delete this email and any attachments from your system.

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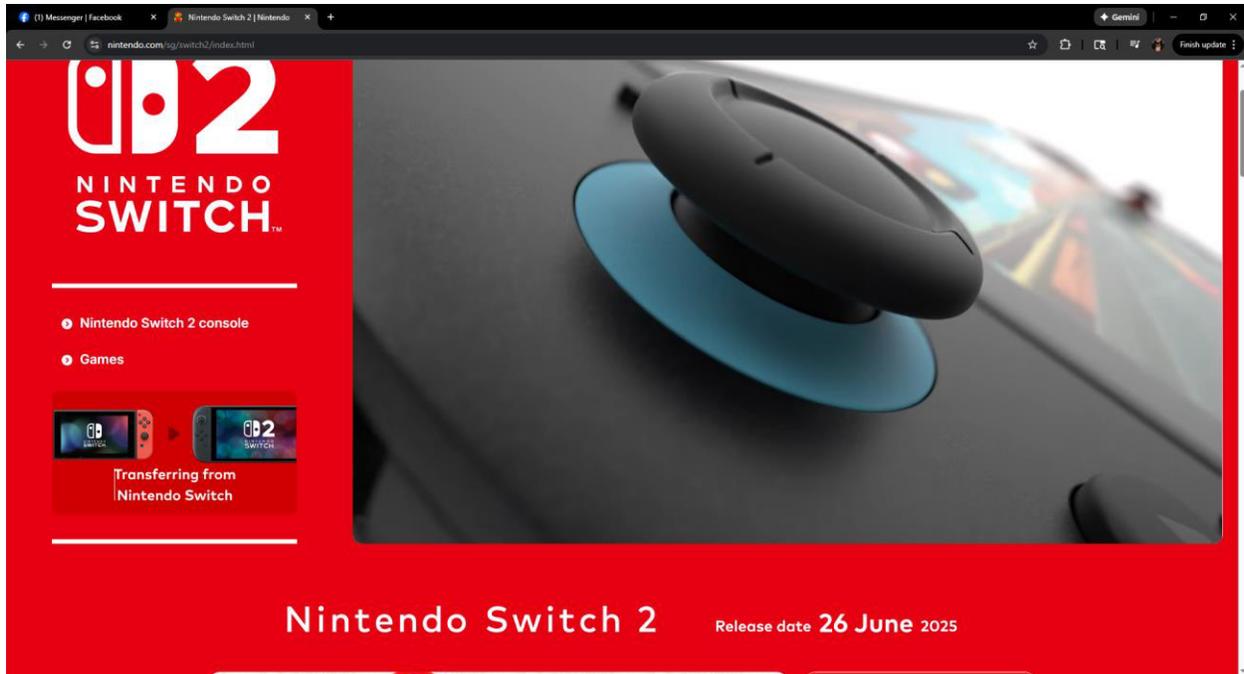
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# **EXHIBIT 20**

385 Switch 2 is out, PS6 coming, etc. All Plaintiff's work is now obsolete and must be  
386 retooled/rewrote/redone.  
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# **EXHIBIT 21**

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395 Re-tooling and re-development required to match new SDK and hardware specs.  
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← → ↻ google.com/search?q=is+the+switch+sdk+the+same+as+the+switch+2&oq=is+the+switch+sdk+the+same+as+the+sw

Google

is the switch sdk the same as the switch 2

AI Mode All News Shopping Videos Images Short videos More Tools

◆ AI Overview

No, the Nintendo Switch SDK and Switch 2 SDK are **not the same**, though they share a foundation; the Switch 2 SDK offers enhanced tools and performance targets for its more powerful hardware (new Nvidia chip, more RAM), allowing for better graphics and features, but maintains backward compatibility so existing Switch games largely run, while the new SDK focuses on enabling next-gen potential. Developers use the original Switch SDK for the current console, while the newer, evolving Switch 2 SDK provides access to the next-gen hardware's capabilities, with Nintendo controlling distribution to manage quality and focus. [↗](#)

This video explains why Switch 2 dev kits are not readily available:



Oranaepixel

397



how much would it cost development wise to upgrade a game like watch dogs from the swi

AI Mode All Short videos Forums News Shopping Images More Tools

AI Overview

The internal development cost for upgrading a complex, large-scale game like *Watch Dogs* from the original Switch to the Switch 2 would likely be **over \$1,000,000 USD**, though this is a general industry estimate, and the actual cost for Ubisoft is confidential.

This cost is highly variable and depends on several factors:

- **Scope of the upgrade:** Simply making the game run on the new hardware (due to backward compatibility) requires minimal effort, but enhancing performance (framerates, resolution, loading times) or adding new content requires significant development time.
- **Team size and expertise:** The size of the development and Quality Assurance (QA) teams dedicated to the port, and their experience with the new hardware, directly impact the budget.
- **Game complexity:** As an open-world AAA title, *Watch Dogs* has complex mechanics and extensive content, which makes optimization more challenging and expensive compared to smaller games.
- **Engine and tools:** The game's engine (Ubisoft's Disrupt engine for the first *Watch Dogs*) and whether existing tools are compatible with the Switch 2's Software Development Kit (SDK) can affect the efficiency of the porting process.
- **Licensing and compliance:** There are costs associated with platform-specific licensing, third-party libraries, and meeting Nintendo's technical certification standards.

For consumers, Nintendo's pricing for upgrades has varied:

- **Free** for simple visual/performance enhancements in some first-party games like *Super Mario Odyssey*.
- **\$10 USD** for performance and visual upgrades in titles such as *The Legend of Zelda: Breath of the Wild*.

How Much Does It Really Cost to Port a Game?  
Feb 8, 2025 — Budget Considerations. Considering the above factors, the budget for...  
iLogos Game Studios

What are your guys' thoughts on Nintendo charging for Switch 2 ...  
Nov 24, 2025 — It almost feels like they added this new content to justify the price, when mos...  
Reddit

Switch 2 Edition Game Upgrade Pricing: Has Nintendo Got It ...  
May 1, 2025 — okay so we're moving...  
YouTube - DF Clips

Show all

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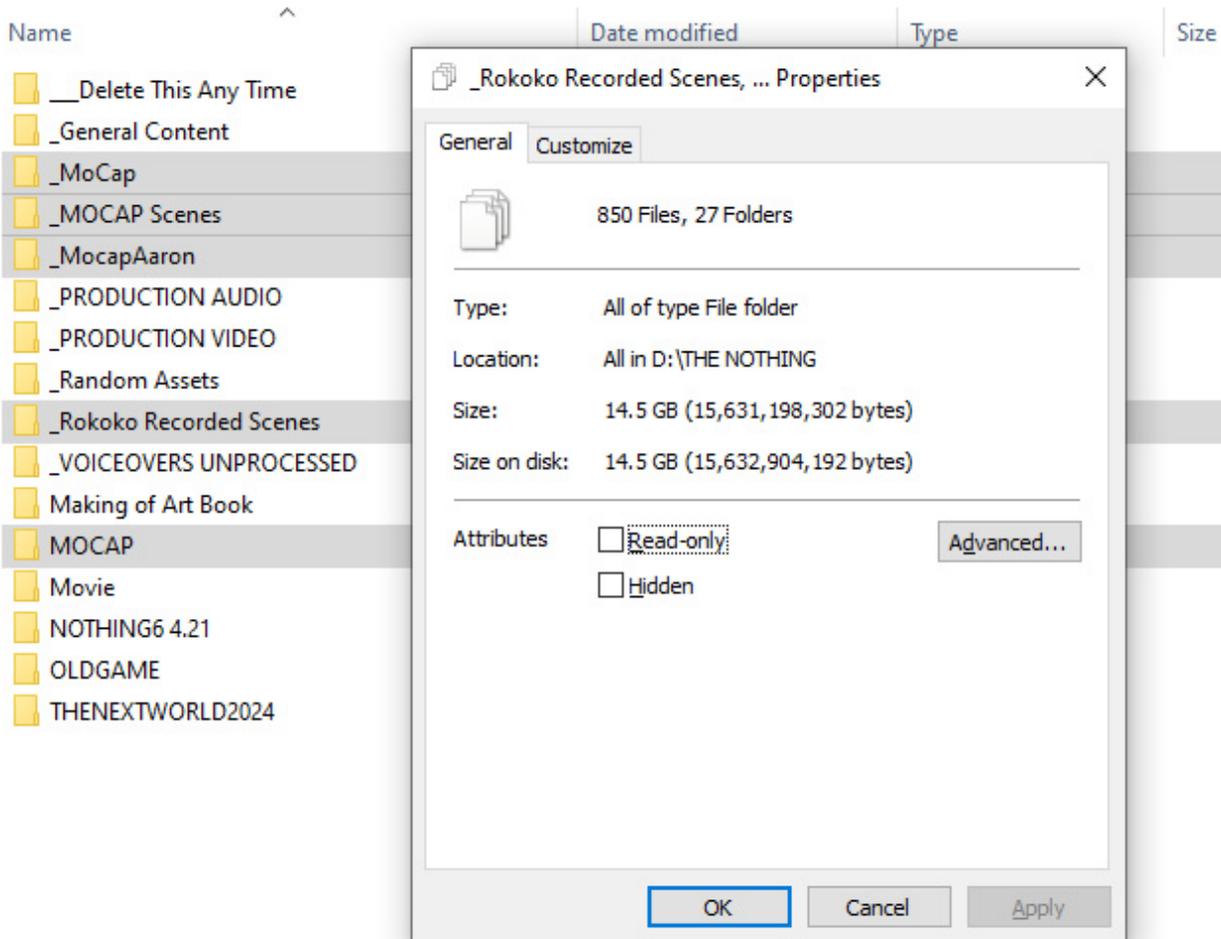
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# **EXHIBIT 22**

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407 Approx. 850 raw, unsplit, unprocessed animations

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# **EXHIBIT 23**

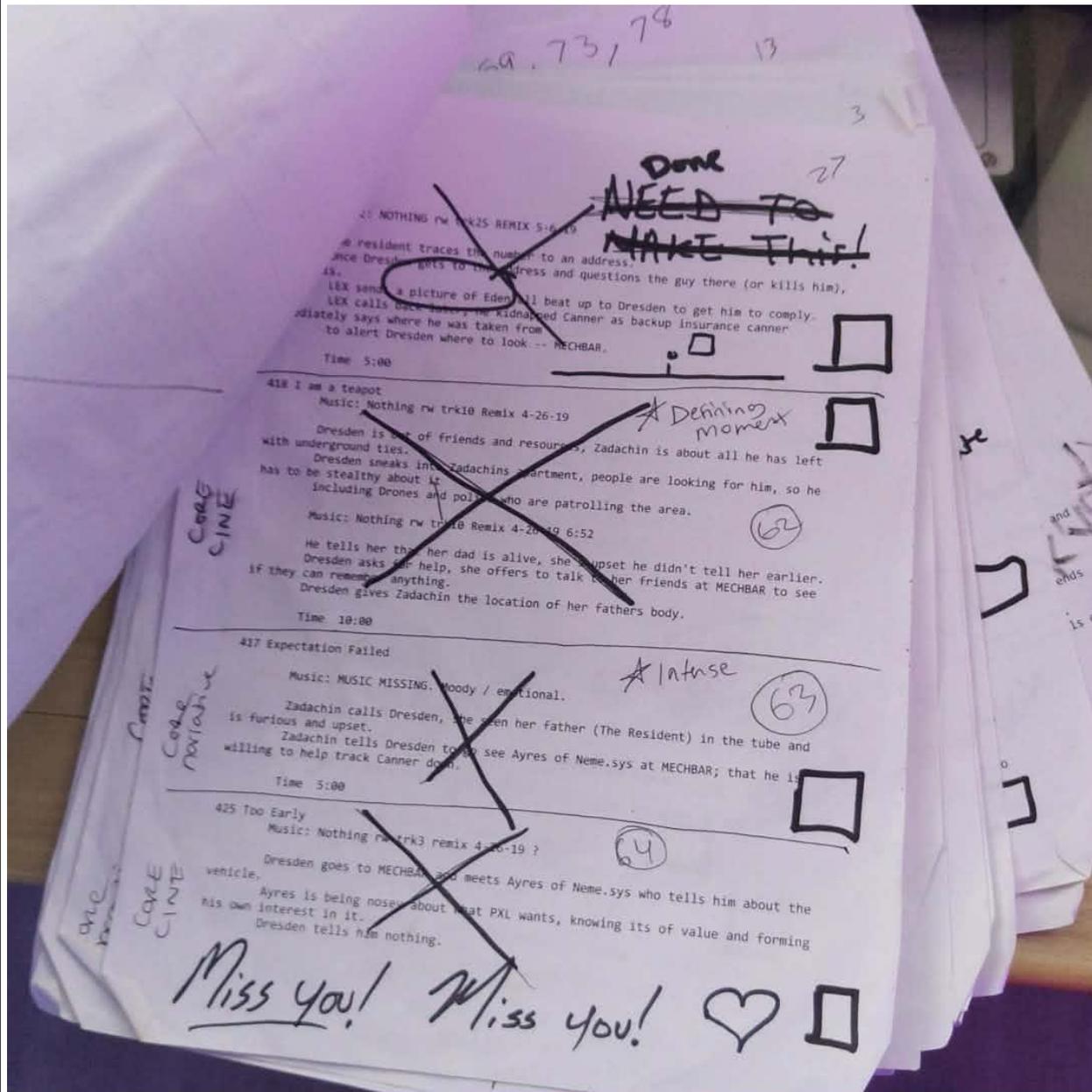
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419 Plaintiff's 370 page original script:



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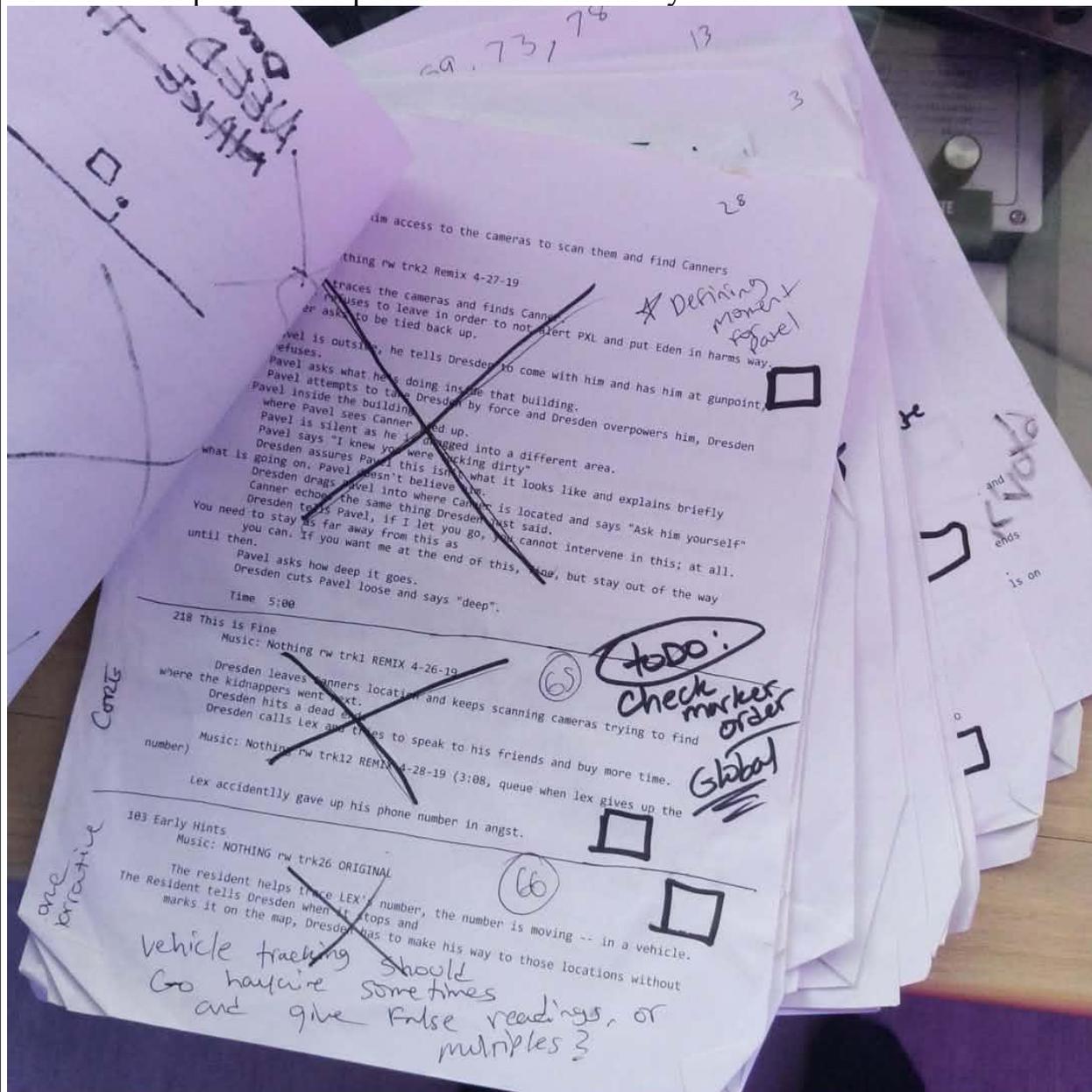
423 Master developer/director production documents by scene:  
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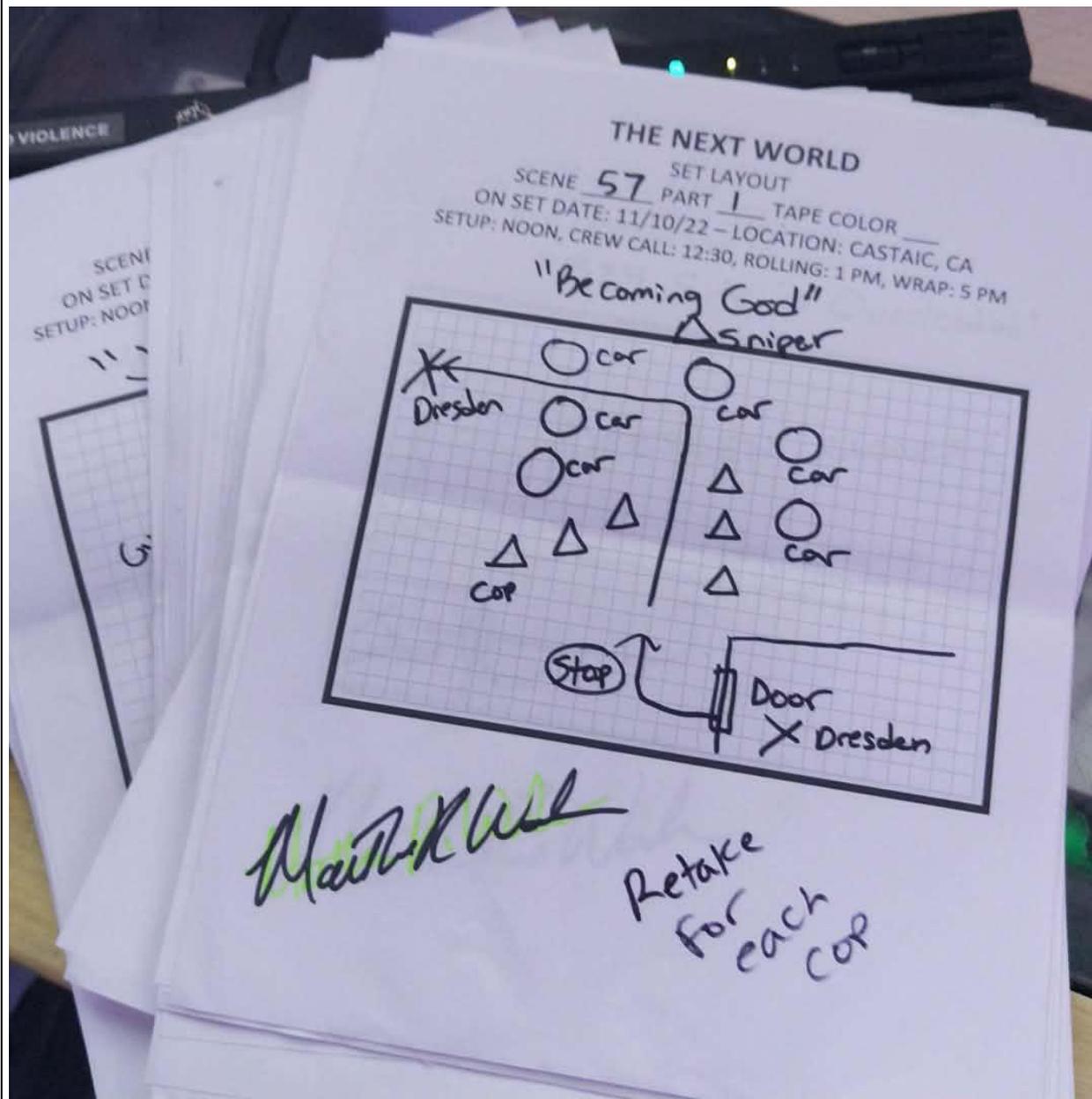
427 Master developer/director production documents by scene:



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430 On-set motion capture floor maps and layouts, one for each 250+ scenes:



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432

433 Set lists:

**THE NEXT WORLD**  
 PRODUCTION SET CHECKLIST  
 ON SET DATE: 11/10/22 – LOCATION: CASTAIC, CA  
 SETUP: NOON, CREW CALL: 12:30, ROLLING: 1 PM, WRAP: 5 PM

Required Quantity	Confirmed Packed	Description	Requires Charge?	Confirm Full Charge
2		Rokoko Smartsuit Pro's	Y	
2		Sets of Rokoko Smartgloves	Y	
2		Facial mocap helmets		
2		Akaso 4k facial capture camera	Y	
2		Battery units for Rokoko Suits	Y	
2		Clothing microphone	Y	
2		Ear microphone	Y	
2		Audio transmitter		
2		Audio receiver		
2		USB Charge cables for audio equipment		
2		USB Charge cables for Akaso facial cameras		
2		Batteries for Akaso facial cameras		
2		Chargers for Akaso facial cameras		
4		Wifi Router		
2		100ft CAT6 ethernet cord		
1		Roll of floor tape		
1		Folding tables		
1		Folding set chairs		
2		Wax marker for facial dots		
6		Facial dot chart		
1		Case of prop guns and weapons		
1		Impact mats		
1		Audio Y splitter	Y	
2		Extra CAT6 cables	Y	
1		Power strip		
4		Tripod		
1		Canon DSLR Camera		
1		GoPro Hero 10		
1		Class 10 microsd cards		
1		55" teleprompters		
4		Teleprompter ready color-coded script		Y
2		Laptops		
1		USB Audio Input Device		
2		Audio mixer		
1		Cell phone chargers		
1		Case of water / refreshments		
1		Lots of sleep and good attitudes		
?		Printed scripts		
1		Blue ink pens		
1		Trash bags		
2				

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# **EXHIBIT 24**

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442 Fight sequences along with Hollywood veteran stuntman, stunt coordinator, and  
443 Krav Maga expert Aaron D. Alexander (Creed, Halo, Lucifer, Daredevil, A Quiet  
444 Place II, Agents of S.H.I.E.L.D, Batman, etc.)  
445



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# **EXHIBIT 25**

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456 Weapon and tactical sequences along with Hollywood veteran stuntman, stunt  
457 coordinator, and Krav Maga expert Aaron D. Alexander (Creed, Halo, Lucifer,  
458 Daredevil, A Quiet Place II, Agents of S.H.I.E.L.D, Batman, etc.)



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# **EXHIBIT 26**

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### Dialog and cinematic performances



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# **EXHIBIT 27**

482 Defendant deletes your original files, so you must rely on them if you want your  
483 intellectual property back. They also force you to pay them to retrieve your  
484 animation data, holding it hostage for their uses.

support.rokoko.com/hc/en-us/articles/18877624744721-Rokoko-Studio-Export-options-and-file-formats

This article is for anyone who wants to know more about the export options and file formats in Rokoko Studio

Which plans is this article relevant for?

Starter Plus Pro Enterprise

### Requirements

In Rokoko Studio, you can export your animations using a variety of settings.

For example, exporting to FBX format is available on all Rokoko Studio subscriptions although some specific settings require a paid subscription. Exporting in CSV, BVH format and in a 60 FPS require a paid subscription.

Please note that you can use the advanced export options only if you have a premium subscription of Plus or higher as explained [here](#).

In this article, we will go through what each export option does and what it means.

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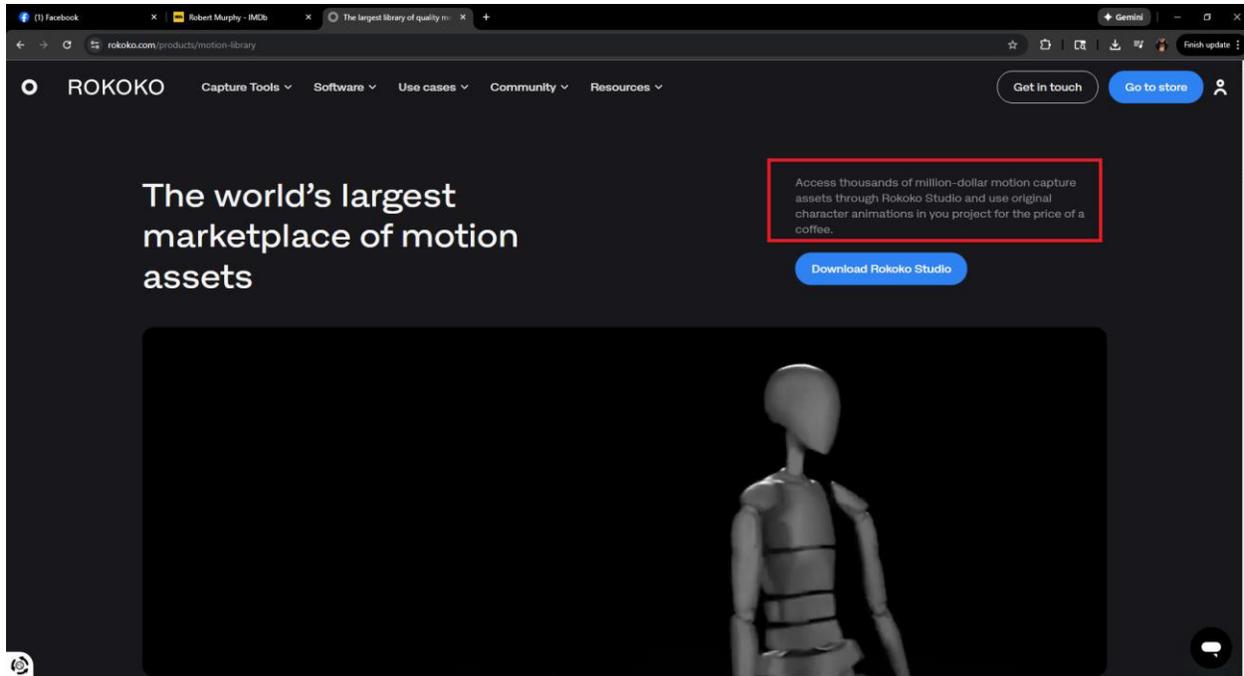
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# **EXHIBIT 28**

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493 Defendant has admitted to and stated they sell [“thousands of million-dollar  
494 animation assets” to their users “for the price of a coffee”]



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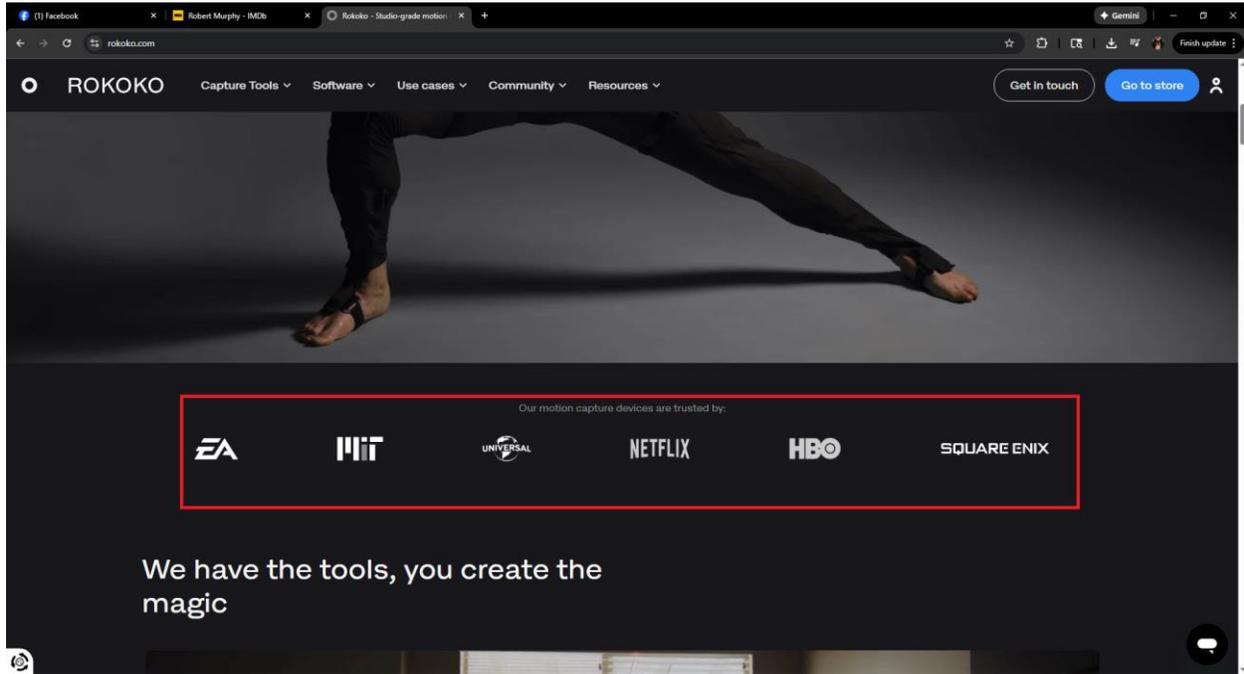
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# **EXHIBIT 29**

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503 Defendant's other clients include Netflix, Sony, EA Games, Square Enix and more.

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# **EXHIBIT 30**

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513 Defendant in 2025 placed text in their terms, which declares that any visitor  
514 automatically agrees to any and all terms for all products they offer, even before  
515 reading the terms, just simply by visiting the site even for review.

← → 🔍 rokoko.com/terms

**ROKOKO** Capture Tools ▾ Software ▾ Use cases ▾ Community ▾ Resources ▾

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Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

## Section 17 - Indemnification

You agree to indemnify, defend and hold harmless Rokoko and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## Section 22 - Changes to terms of service

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

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# **EXHIBIT 31**

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530 Defendant employed hidden code to harvest user-animation for years. Multiple  
531 testing has confirmed, the ports listed do not function and are not active until  
532 certain triggers are met.  
533

```
// Decompiled with JetBrains decompiler
// Type: TeamSharingWebSocketSharp.Server.WebSocketServer
// Assembly: teamsharing-websocket, Version=1.0.0.0, Culture=neutral, PublicKeyToken=null
// MVID: 5EAB07FC-1D88-4F1F-8767-3915C0635F3E
// Assembly location: D:\Program Files (x86)\Rokoko Electronics ApS\Rokoko Studio\Rokoko Studio_Data\Managed\teamsharing-websocket.dll

using System;
using System.Net;
using System.Net.Sockets;
using System.Net.Sockets;
using System.Security.Principal;
using System.Threading;
using TeamSharingWebSocketSharp.Net;
using TeamSharingWebSocketSharp.Net.WebSockets;

#nullable disable
namespace TeamSharingWebSocketSharp.Server;
public class WebSocketServer
{
    private IPAddress _address;
    private bool _allowForwardedRequest;
    private TeamSharingWebSocketSharp.Net.AuthenticationSchemes _authSchemes;
    private static readonly string _defaultRealm = "SECRET AREA";
    private bool _dnsStyle;
    private string _hostname;
    private TcpListener _listener;
    private Logger _log;
    private int _port;
    private string _realm;
    private string _realmInUse;
    private Thread _receiveThread;
    private bool _reuseAddress;
    private bool _secure;
    private WebSocketServiceManager _services;
    private ServerSslConfiguration _sslConfig;
    private ServerSslConfiguration _sslConfigInUse;
    private volatile ServerState _state;
    private object _sync;
    private Func<IIdentity, TeamSharingWebSocketSharp.Net.NetworkCredential> _userCredFinder;

    public WebSocketServer()
    {
        {
            TIpAddress any = TIpAddress.Any;
            this.init(any.ToString(), any, 80, false);
        }

        public WebSocketServer(int port)
        : this(port, port == 443)
        {
        }

        public WebSocketServer(string url)
        {
            switch (url)
            {
                case null:
                    throw new ArgumentNullException(nameof(url));
                case "":
                    throw new ArgumentException("An empty string.", nameof(url));
                default:
                    Uri result;
                    string message;
                    if (!WebSocketServer.tryCreateUri(url, out result, out message))
                        throw new ArgumentException(message, nameof(url));
                    string dnsSafeHost = result.DnsSafeHost;
                    IPAddress ipAddress = dnsSafeHost.ToIPAddress();
                    if (ipAddress == null)
                        throw new ArgumentException("The host part could not be converted to an IP address.", nameof(url));
                    if (!ipAddress.IsLocal())
                        throw new ArgumentException("The IP address of the host is not a local IP address.", nameof(url));
                    this.init(dnsSafeHost, ipAddress, result.Port, result.Scheme == "wss");
                    break;
            }
        }
    }
}
```

**There is no reason for this application to have a websocket SERVER built in.**

**The server is only accessible to someone who has outside access to the 'secret area' realm.**

**Unfortunately this server contains massive file i/o functionality. Very strange.**

**The server init's HTTP and HTTPS listeners.**

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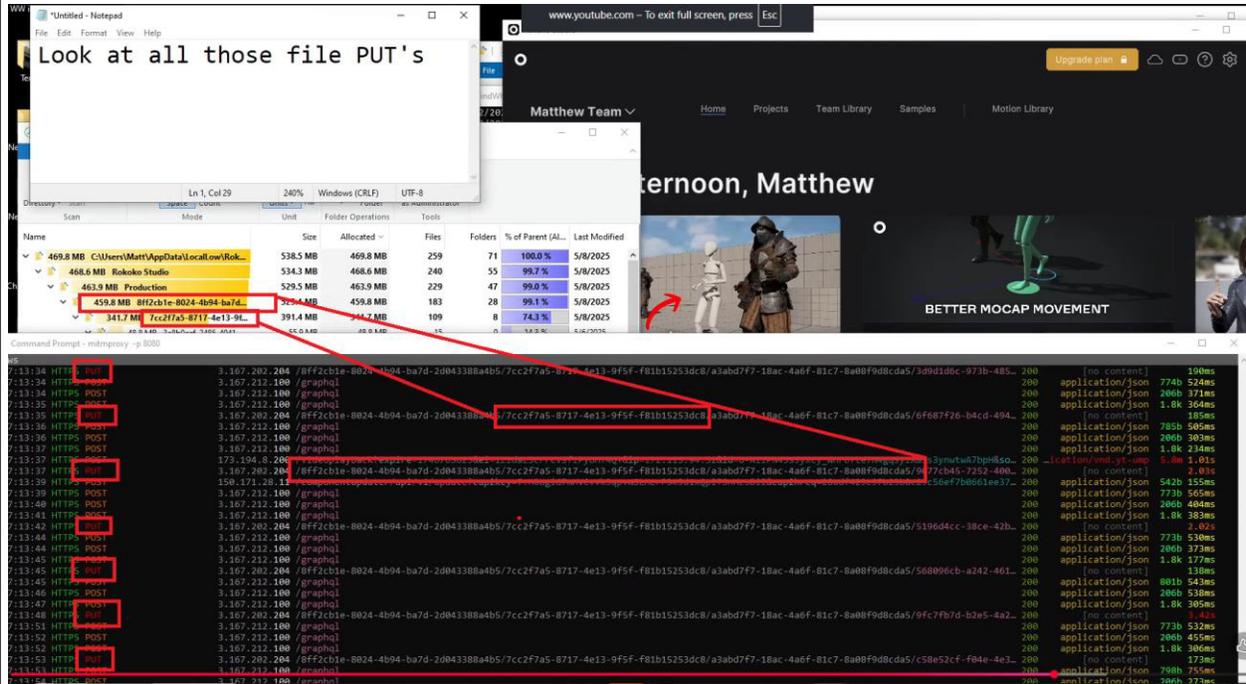
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# **EXHIBIT 32**

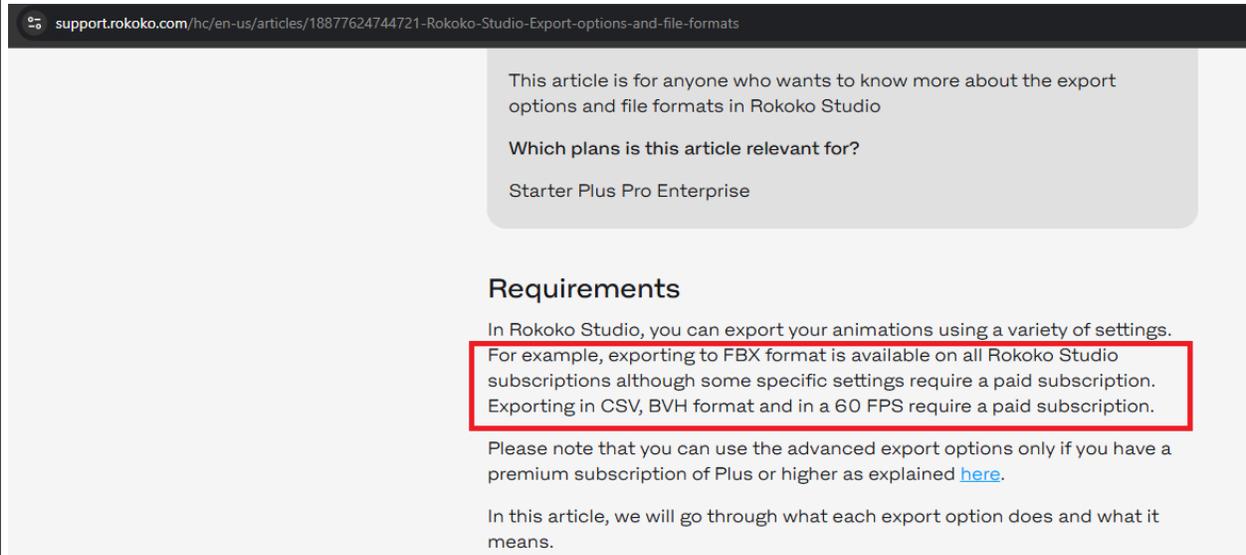
543



550 Defendant taking the files (and then deleting the originals afterwards, so they have  
551 the sole copy):



552  
553 Once Defendant deletes your original files, they then hold your data hostage and  
554 do not allow you to even export it without paying them for your data back:



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# **EXHIBIT 33**

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564 Defendant licensed Plaintiff's intellectual property to Naver-Z/Zepeto for their  
565 Metaverse project, the parent company generates over \$1.2 billion USD per year  
566 and invested millions into Defendant for this access (Exhibit 33)

567

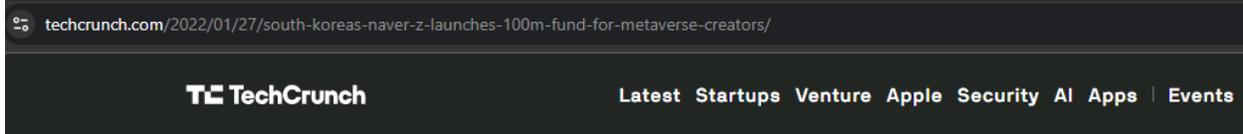
568 From 2022:

## Future vision

- Core vision: Become the backbone of all digital human motion
- Metaverse opportunity: Rokoko is the missing link to create "virtual presence" in the Metaverse, i.e. natural and untethered human motion

569

570 Naver-Z launched a fund:



user-generated virtual space that's the rough equivalent of Roblox's "Experience", is 30 minutes.

Zepeto has users around the world, but particularly among female teenagers and early twenty-somethings in South Korea and [China](#). Given its target demographics, it's no surprise designer brands like [Gucci](#) and [Ralph Lauren](#), as well as celebrities [Blackpink](#) and [Selena Gomez](#), have tapped Zepeto to construct their own branded digital experiences. Designer accessories that are prohibitively expensive for most people in real life are suddenly more affordable in Zepeto's virtual world.

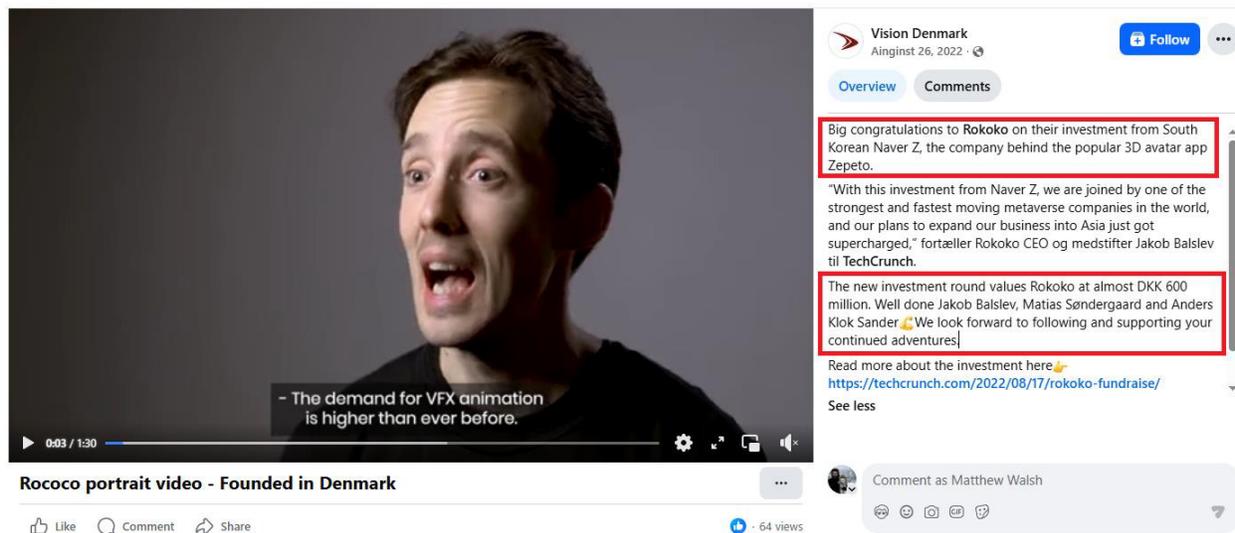
The \$100 million creator fund will allow Zepeto to diversify the range of "metaverse" experiences it supports. Naver Z plans to take equity stakes in promising studios using the Unity plugin to generate 3D experiences on Zepeto, while it will also dole out cash rewards for high-potential Zepeto creators using the plugin, judging on performance metrics like plays, visits, and active users (those interested can apply via [dLecofund@naverz-corp.com](mailto:dLecofund@naverz-corp.com) with links to their dev portfolio, said Lee).

The initiative arrives on the back of Naver Z's hefty [\\$190 million Series B fundraising round](#) last year, which was led by SoftBank Vision Fund II and joined by Mirae Asset, major K-pop talent agencies, and other investment firms.

571

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Naver-Z then invested bringing the value of Rokoko to DKK 600M in 2022



573

574 DocuSign events show ongoing contracts being signed between Rokoko and  
575 Naver-Z



**Certificate Of Completion**

Envelope Id: 0FD7938A4FD44C45A08A161A6AFA16CF	Status: Completed
Subject: Rokoko Electronics ApS - 020224	
Source Envelope:	
Document Pages: 133	Signatures: 59
Certificate Pages: 8	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Anne-Sophie Gammelgaard Andersen
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Højbro Plads 10, 2. (office 207)
	nil
	Copenhagen K, Copenhagen 1200
	aga@highbridge.dk
	IP Address: 82.192.175.2

**Record Tracking**

Status: Original	Holder: Anne-Sophie Gammelgaard Andersen	Location: DocuSign
2/2/2024 3:19:44 AM	aga@highbridge.dk	

**Signer Events**

**Signature**

**Timestamp**

**Electronic Record and Signature Disclosure:**  
Accepted: 2/5/2024 12:06:14 AM  
ID: 8cb48002-ad23-4916-9892-11fba05cc86d

Chang Kim  
dl\_naverzcontract@naverz-corp.com  
CEO  
NAVER Z Limited  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 211.249.71.131

Sent: 2/2/2024 5:09:31 AM  
Resent: 2/5/2024 12:05:24 AM  
Resent: 2/6/2024 2:49:01 AM  
Resent: 2/6/2024 3:49:13 AM  
Viewed: 2/6/2024 3:50:20 AM  
Signed: 2/6/2024 3:50:35 AM

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# **EXHIBIT 34**

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586 Video evidence that Defendant's software works entirely offline, but once it  
587 reconnects, Defendant immediately takes any and all intellectual property  
588 generated or changed since the disconnection. Plaintiff has no teams account and  
589 has never signed up for one.



590 <https://winteryear.com/videoView.php?id=171>

591  
592 Certificate of Authenticity:

593  
594 The SHA-256 checksum of the original video file is:

595 BE7116827CD408335436D823F350E69B74412498E66011B5A65D07B9D56BB61C

596

597 This video, recorded by Plaintiff, shows that his animations created in Rokoko  
598 Studio are removed from his computer in their original format once Defendant  
599 takes them. This process is automatic, the user is never notified. There is no opt-in  
600 or opt-out for this feature, or terms anywhere in the software on signup or on login.  
601 This caused Plaintiff to lose access to all of his original works in unmodified  
602 formats.  
603



604 <https://winteryear.com/videoView.php?id=173>  
605

606 Certificate of Authenticity:  
607

608 The SHA-256 checksum of the original video file is:

609 6574E3E5BAAB083C3F832E1A94D0561F964B938E7DD47BAAE975A88BE91D2C81  
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# **EXHIBIT 35**

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Defendant using keep-alive NAT hole punching along with MQTT to ensure they can always connect in and access the web/file server they built.

```
// Decompiled with JetBrains decompiler
// Type: TeamSharingMQTTnet.Server.MqttClientKeepAliveMonitor
// Assembly: teamsharing-mqtt, Version=1.0.0.0, Culture=neutral, PublicKeyToken=null
// RID: 9f17c505-4f98-4ae3-8613-0e44ad86e81
// Assembly location: D:\Program Files (x86)\Rokoko Electronics ApS\Rokoko Studio\Rokoko Studio_Data\Managed\teamsharing-mqtt.dll

using System;
using System.Diagnostics;
using System.Runtime.CompilerServices;
using System.Threading;
using System.Threading.Tasks;
using TeamSharingMQTTnet.Diagnostics;
using TeamSharingMQTTnet.Packets;

#nullable disable
namespace TeamSharingMQTTnet.Server;

public sealed class MqttClientKeepAliveMonitor
{
    private readonly Stopwatch _lastPacketReceivedTracker = new Stopwatch();
    private readonly Stopwatch _lastNonKeepAlivePacketReceivedTracker = new Stopwatch();
    private readonly string _clientId;
    private readonly Func<Task> _timeoutCallback;
    private readonly IMqttNetLogger _logger;
    private Task _workerTask;

    public MqttClientKeepAliveMonitor(
        string clientId,
        Func<Task> timeoutCallback,
        IMqttNetLogger logger)
    {
        this._clientId = clientId;
        this._timeoutCallback = timeoutCallback;
        this._logger = logger;
    }

    public TimeSpan LastPacketReceived => this._lastPacketReceivedTracker.Elapsed;

    public TimeSpan LastNonKeepAlivePacketReceived
    {
        get => this._lastNonKeepAlivePacketReceivedTracker.Elapsed;
    }

    public void Start(int keepAlivePeriod, CancellationToken cancellationToken)
    {
        if (keepAlivePeriod == 0)
            return;
        this._workerTask = (Task) Task.Run<ConfiguredTaskAwaitable>((Func<ConfiguredTaskAwaitable>) (() => this.RunAsync(keepAlivePeriod, cancellationToken).ConfigureAwait(false)), cancellationToken);
    }

    public void WaitForCompletion()
    {
        if (this._workerTask == null)
            return;
        Task.WaitAll(this._workerTask);
    }

    private async Task RunAsync(int keepAlivePeriod, CancellationToken cancellationToken)
    {

```

Studio uses MqTT for abstraction of connection functionality.

On top is their layer for the TeamsSyncWebsocketServer

This system is used as a keepalive function after hole punching through NAT. This allows the port to remain open to the public where external parties can connect in, send commands and download files from the machine -- any file.

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# **EXHIBIT 36**

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629 Defendant forces reconnection to the internet after X number of days of being  
630 offline to ensure they can harvest the intellectual property a user has created.  
631

```
using Assets.Studio2.Scripts.Managers;
using RokokoSession.models;
using Studio2.Scripts.DependencyInjection;
using Studio2.Scripts.Managers;
using StudioRuntimes.Login;
using System;
using System.Threading.Tasks;
using UnityEngine;

#nullable disable
namespace Studio2.Scripts.Controllers;

public class LoginController : SerializedPropertyBase
{
    private const string FORGOT_PASSWORD_DIR = "/en/account/forgot";
    private const string SIGN_UP_DIR = "/en/account/sign-up-with-email";
    private bool _attemptAutoLoginOnStart = true;
    [StudioInject(StudioInjectionKey.ILoginAPI)]
    private readonly ILoginAPI _loginAPI;
    [StudioInject(StudioInjectionKey.IMixPanelTrackingManager)]
    private readonly IStudioMixPanelTrackingManager _mixPanelTrackingManager;
    private Serilog.ILogger _logger;
    private const string DefaultAwaitingResultTitle = "Go to the browser to complete";
    private const string SignInWithRefreshTokenTitle = "Authenticating";

    public static event EventHandler onLoginFormShown;

    protected override void Awake()
    {
        base.Awake();
        this._loginAPI.onUserLoginSuccess += new EventHandler<StudioUser>(this.LoginAPI_onUserLoginSuccess);
        this._loginAPI.onUserLoginFail += new EventHandler<string>(this.LoginAPI_onUserLoginFail);
        this._loginAPI.onSessionTokenExpired += new EventHandler(this.LoginAPI_onSessionTokenExpired);
        this._loginAPI.onUserLogout += new EventHandler<StudioUser>(this.LoginAPI_onUserLogout);
        this._loginAPI.onOfflineLicenseExpired += new EventHandler(this.LoginAPI_onOfflineLicenseExpired);
    }

    private async void Start()
    {
        LoginController context = this;
        context._logger = Entities.Abstractions.Helper.Logger.GetLogger<LoginController>().WithUnityContext((UnityEngine.Object) context);
        if (!context._attemptAutoLoginOnStart)
            return;
        try
        {
            await context.SignInWithRefreshToken();
        }
        catch (Exception ex)
        {
            context.ShowLoginScreen(ex.Message);
            context._logger.Error(ex, "Failed to sign in with refresh token");
        }
    }

    private void OnDestroy()
    {
        this._loginAPI.onUserLoginSuccess -= new EventHandler<StudioUser>(this.LoginAPI_onUserLoginSuccess);
        this._loginAPI.onUserLoginFail -= new EventHandler<string>(this.LoginAPI_onUserLoginFail);
        this._loginAPI.onSessionTokenExpired -= new EventHandler(this.LoginAPI_onSessionTokenExpired);
        this._loginAPI.onUserLogout -= new EventHandler<StudioUser>(this.LoginAPI_onUserLogout);
        this._loginAPI.onOfflineLicenseExpired -= new EventHandler(this.LoginAPI_onOfflineLicenseExpired);
    }

    private void LoginAPI_onUserLoginSuccess(object sender, StudioUser e)
    {
        AsyncThread.RunOnMainThread((Action) () =>
        {
            this.HideLoginScreen();
            this._mixPanelTrackingManager.TrackSessionStart();
        }, callerMemberName: nameof(LoginAPI_onUserLoginSuccess), callerFilePath: "C:\\actions-runner\\win-runner-04\\_work\\rokoko-studio-2\\rokoko-studio-2\\Assets
    }

    private void LoginAPI_onUserLoginFail(object sender, string failMessage)
    {
        AsyncThread.RunOnMainThread((Action) () => this.ShowLoginScreen(failMessage)), callerMemberName: nameof(LoginAPI_onUserLoginFail), callerFilePath: "C:\\actio
    }
}
```

Rokoko decides how long it wants to allow you to use the software offline for until it forces you to sync to their servers where they can take your data.

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# **EXHIBIT 36**

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640 Defendant admits to forcing users back online to “sync” their intellectual property.

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access the content or the latest version of it on another computer, unless it's been synced to the cloud.

### How does Offline Mode work?

In order to access Offline Mode in Rokoko Studio, you'll need to have first logged in to Studio on the device you want to go offline with. This naturally requires an internet connection.

Once Studio has loaded after logging you, you can go offline, both while the application is running and starting it up again. During this period, all your content and changes will continue to be stored locally, but nothing will be synced to the cloud and thus not available on other devices. Rokoko Studio will automatically start to sync the data again when you go back online.

Offline Mode does have some limitations. Depending on your Rokoko subscription plan, you can only remain offline for a certain amount of days (see our [pricing plan](#) for details). To renew your 'offline period', you will just need to go online with Rokoko Studio, ensure it has connected and synced, and then you can go back offline.

While you're offline, you should have access to the same features and functionality as usual, except anything that fundamentally requires you to be online to access it, such as the Motion Library. You will also only have access to scenes and scene data that you have previously synced/downloaded to your device. For example, if you have a scene that you created on another computer, it won't be synced and downloaded unless you open it first on this computer, and only at that point will it be accessible offline.

### How is my cloud-stored data used and protected?

Rokoko Studio is using Amazon Web Services to store all the synced data and content, and is thus protected using

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# **EXHIBIT 37**

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650 Defendant falsely states they are GDPR compliant and their software uses German  
651 servers, that is not true. Their code only contains U.S. based servers.

fundamentally requires you to be online to access it, such as the Motion Library. You will also only have access to scenes and scene data that you have previously synced/downloaded to your device. For example, if you have a scene that you created on another computer, it won't be synced and downloaded unless you open it first on this computer, and only at that point will it be accessible offline.

### How is my cloud-stored data used and protected?

Rokoko Studio is using Amazon Web Services to store all the synced data and content, and is thus protected using Amazon's world-class cloud service infrastructure and security. We are currently using the US-East-1 (Virginia, USA) and EU-Central-1 (Frankfurt, Germany) servers for our data storage.

Your data and content will not be shared with any external parties and may only be anonymously utilized by Rokoko for data analysis in order to improve our products and services. In other words, you will never see your cloud-synced animations and motion capture be utilised by anyone else, even Rokoko. You can read more about this in our [Data Privacy Policy](#).

---

Was this article helpful?

Yes  No

Have more questions? [Submit a request](#)

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# **EXHIBIT 38**

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```
private readonly ConcurrentDictionary<string, object> _queryCache;
private readonly ILogger _logger;
private readonly string _realtimeApiId;
private object _realtimeAuth;
private readonly ResiliencePolicy _policy;

public bool ProcessSubscriptionsFromSelf { get; set; }

public AppSyncClient(
    ILogger logger,
    string endPoint,
    string realtimeApiId = null,
    ResiliencePolicy policy = null)
{
    Newtonsoft.Json.JsonSerializer serializer = new Newtonsoft.Json.JsonSerializer();
    serializer.JsonSerializerSettings.NullValueHandling = NullValueHandling.Ignore;
    GraphQLHttpClientOptions options = new GraphQLHttpClientOptions()
    {
        EndPoint = new Uri(endPoint)
    };
    AppSyncClient.ApplyWorkAroundForIllegalByteSequenceError(options);
    this.graphQlClient = new GraphQLHttpClient(options, (IGraphQLWebSocketJsonSerializer) serializer);
    this.graphQlClient.HttpClient.Timeout = TimeSpan.FromSeconds(30.0);
    this._mutationResponses = new ConcurrentDictionary<string, long>();
    this._subscriptions = new ConcurrentDictionary<string, IDisposable>();
    this._queryCache = new ConcurrentDictionary<string, object>();
    this._logger = logger;
    this._realtimeApiId = realtimeApiId;
    this._policy = policy;
}

public AppSyncClient(ILogger logger, string endPoint, string realtimeApiId = null)
    : this(logger, endPoint, realtimeApiId, (ResiliencePolicy) null)
{
}

private static void ApplyWorkAroundForIllegalByteSequenceError(GraphQLHttpClientOptions options)
{
    if (!options.HttpMessageHandler is HttpClientHandler httpMessageHandler)
        throw new InvalidOperationException("options.HttpMessageHandler is not of type HttpClientHandler, check GraphQLHttpClientOptions.UseCookies = false;
}

public void SetCognitoHeader(string accessToken)
{
    if (string.IsNullOrEmpty(accessToken))
        this.graphQlClient.HttpClient.DefaultRequestHeaders.Remove("Authorization");
    else
        this.graphQlClient.HttpClient.DefaultRequestHeaders.Add("Authorization", accessToken);
    if (string.IsNullOrEmpty(this._realtimeApiId))
        return;
    this.ConfigRealTimeAuth((object) new
    {
        host = (this._realtimeApiId + ".appsync-api.us-east-1.amazonaws.com"),
        Authorization = accessToken
    });
}

protected void SetApiKeyHeader(string apiKey)
{
    this.graphQlClient.HttpClient.DefaultRequestHeaders.Add("x-api-key", apiKey);
    if (string.IsNullOrEmpty(this._realtimeApiId))
        return;
    this.ConfigRealTimeAuth((object) new
    {
        host = (this._realtimeApiId + ".appsync-api.us-east-1.amazonaws.com"),
        x_api_key = apiKey
    });
}

protected async Task<GraphQLResponse<T>> Query<T>(
    string query,
    object variables = null,
    TimeSpan? timeout = null,
    bool useCache = false,
    bool throwOnError = false,
    TimeSpan? cacheTtl = null)
{
    AppSyncClient appSyncClient = this;
    throwOnError = throwOnError || FeatureFlags.EntitiesResilience.AlwaysThrowFromAppsync;
    GraphQLRequest request = new GraphQLRequest()
    {

```

All U.S. based servers. No  
Denmark or EU

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# **EXHIBIT 39**

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Defendant's code contains opt-out mechanisms, however, they do not allow any users to opt-out, unless they PAY Rokoko to not collect their intellectual property. Even with no teams account, no billing account, Rokoko forced collection of Plaintiff's intellectual property.

```

public async Task<List<RmpTeam>> LoadTeams()
{
    List<RmpTeam> collection = await uDPxFhmG9rFAVT00Ze14.Fxp0VqZx1jE((object) this.mWR0D1JnxLg, uDPxFhmG9rFAVT00Ze14.xA8mG3aaC92);
    this.rootData.Clear();
    this.rootData.teams.AddRange((IEnumerable<RmpTeam>) collection);
    foreach (RmpTeam rmpTeam in collection)
    {
        TeamExtraInfo teamExtraInfo = TeamExtraInfo.CreateDefaultInfo(KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAWShoW));
        teamExtraInfo.OfflineDuration = Wbha0ImGL0jG5p2bwn90.Fxp0VqZx1jE(Wbha0ImGL0jG5p2bwn90.MyRmGAmuxCT) ? Cb0NXcmGkFZexStk21L0.Fxp0VqZx1jE(1.0, Cb0NXcmGkFZexStk:
        try
        {
            RmpTeamLicense rmpTeamLicense = b06LqemGtFvXbFutFsvb.Fxp0VqZx1jE((object) rmpTeam, b06LqemGtFvXbFutFsvb.VI0mGmCpw8P);
            if (this.PMa0ULn4RAW(rmpTeamLicense))
            {
                Logger.GetLogger<BackendTeamPersistence>().Warning<TeamId>(cFY8uLIghyRee236nI.mPEjhML6W(-2051205382 ^ -1558671922 ^ <Module>){e8d4249e-1ee0-4ee9-92e1-
                teamExtraInfo.TrialRejected = true; If their trial is expired, kick them out
            }
            else
            {
                If their teams account is active, begin loading their access abilities
                PlanEntitlements planEntitlements = tFLCRkmG7Pwy08PCOS8k.Fxp0VqZx1jE((object) rmpTeamLicense, tFLCRkmG7Pwy08PCOS8k.dxumG56gs6S);
                int num = J2XLpamGc45tHYRDBFZj.Fxp0VqZx1jE((object) planEntitlements, J2XLpamGc45tHYRDBFZj.GfSmGwdyJ9r) != 0 ? J2XLpamGc45tHYRDBFZj.Fxp0VqZx1jE((object)
                TimeSpan timeSpan = Wbha0ImGL0jG5p2bwn90.Fxp0VqZx1jE(Wbha0ImGL0jG5p2bwn90.MyRmGAmuxCT) ? Cb0NXcmGkFZexStk21L0.Fxp0VqZx1jE((double) num, Cb0NXcmGkFZexStk
                teamExtraInfo = new TeamExtraInfo()
                {
                    TeamId = KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAWShoW),
                    PlanType = SDSZtC0vu42VeNt67Aq1.Fxp0VqZx1jE((object) rmpTeamLicense, SDSZtC0vu42VeNt67Aq1.iSN0vx1pcX),
                    ExpiresAt = ww7X6vmGT07ShtEnRZUN.Fxp0VqZx1jE((object) rmpTeamLicense, ww7X6vmGT07ShtEnRZUN.TLamGvN1Jt),
                    OfflineDuration = timeSpan,
                    AccessFaceCapture = HHocVLMGNZHfYmYX.Fxp0VqZx1jE((object) planEntitlements, HHocVLMGNZHfYmYX.YNkmGJKWNP),
                    AccessLiveStreaming = gQaa8pmGd0Rk2MwIc6JR.Fxp0VqZx1jE((object) planEntitlements, gQaa8pmGd0Rk2MwIc6JR.IkgmGwq8FMB),
                    AccessExportFileFormats = d8GhKmmGQNJILxIZ85PQ.Fxp0VqZx1jE((object) planEntitlements, d8GhKmmGQNJILxIZ85PQ.p6FmGjPRT+H),
                    AccessExportSkeletonPresetOverrides = AuhM1hmGbg2ZtgLJ8EjE.Fxp0VqZx1jE((object) planEntitlements, AuhM1hmGbg2ZtgLJ8EjE.vsBmGqRk621),
                    AccessExportAdvancedOptions = XoGpj4mGbuLnf9SLykX.Fxp0VqZx1jE((object) planEntitlements, XoGpj4mGbuLnf9SLykX.DPQmG2pooRc),
                    ExportOptionsPresetsLimit = KcSSUBmG0Dv17jK8R0n.Fxp0VqZx1jE((object) planEntitlements, KcSSUBmG0Dv17jK8R0n.X3YmGx4ctYF),
                    ActorPresetsLimit = Hc6Rq1mG4JVwWR977j0A.Fxp0VqZx1jE((object) planEntitlements, Hc6Rq1mG4JVwWR977j0A.sREmGo8aqfV),
                    FaceFiltersPresetsLimit = UTEY5cmGCT6Hqdc2B0Dk.Fxp0VqZx1jE((object) planEntitlements, UTEY5cmGCT6Hqdc2B0Dk.DFAMgnNFkxC),
                    AccessCommandApiAdvancedCommands = Wce2APmG8yvtcFKCvY0.Fxp0VqZx1jE((object) planEntitlements, Wce2APmG8yvtcFKCvY0.vh5m1qv80b),
                    AccessRetargeting = lH3mB5mGFJe0jqvX8H8N.Fxp0VqZx1jE((object) planEntitlements, lH3mB5mGFJe0jqvX8H8N.l88mG1bA153),
                    AccessImportCharacter = Ify75mmGvXEF0brA15kb.Fxp0VqZx1jE((object) planEntitlements, Ify75mmGvXEF0brA15kb.hxfmGzSD031),
                    AccessRecordingTriggerMessages = EIDRHimDgIPiJ0ms0gOL.Fxp0VqZx1jE((object) planEntitlements, EIDRHimDgIPiJ0ms0gOL.FbkmDe7HGgt),
                    CreatorSeatsLimit = tC8KK1mDyMq8b9gBA9nN.Fxp0VqZx1jE((object) planEntitlements, tC8KK1mDyMq8b9gBA9nN.UKsmD0gcDso),
                    DisableSyncing = lPpOfmDmF0c6i0cMRIL.Fxp0VqZx1jE((object) planEntitlements, lPpOfmDmF0c6i0cMRIL.hNdmDEUZqrq)
                }
            }
        }
        catch (Exception ex)
        {
            swc6k60oGfYLa0qA46x.Fxp0VqZx1jE(Logger.GetLogger<BackendTeamPersistence>(), cFY8uLIghyRee236nI.mPEjhML6W(-2082411269 ^ -188278919 ^ 364042362 ^ <Module>
        }
        this.rootData.teamExtraInfos.Add(KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAWShoW), teamExtraInfo);
    }
    return (List<RmpTeam>) this.rootData.teams;
}

```

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^ The ability to not "sync" or have Rokoko take intellectual property is built in, but only for people who pay for certain accounts. This is echoed online by other customers who have allegedly been approached by Rokoko: "if you don't want your IP used, pay us"

The only way to opt out: spend more money on a higher software tier that doesn't upload to their cloud so they can't automatically process it. We'll be paying for the higher tier because we need the software for one of our projects and don't want our data processed against our will, but once it's done we'll be selling this equipment and never using Rokoko again.

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The screenshot shows a LinkedIn post from Winteryear Studios. The post text is: "We had lots of conversations about 'ethically sourced training data' and unethical - usually defined as stolen. But.. this feels pretty damn unethical - holding customers hostage for insane fees or take something that doesn't belong to them to further grow their business. Of course, unethical seems to be the way to do business in the US right now, at least based on what' ...more".

Comments:

- Marc Scattergood** (3rd+): "This is extortion, plain and simple, and we should never let companies find a new weasel-word to pretend it's not."
- Bill Newton** (3rd+): Actor
- Stephane Cotichini** (3rd+): Founder/CEO/Game Director at 81monkeys. Comment: "Thanks for sharing this. Good to know you're taking a stand."
- Nick Otto** (3rd+): Senior 3d Capture Specialist - Games, VFX, Tech, Manufacturing. Comment: "That's wild, seems like these agreements start to break privacy laws and another company's IP."

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The screenshot shows a hex editor window with the following content:

File Edit Search View Analysis Tools Window Help

48 Windows (ANSI) hex

config

Offset (h)	2A	2B	2C	2D	2E	2F	Decoded text
00000000	6C	69	6D	69	74	5F	{"analytics":{"enabled":true},"connect" {"limit
00000030	6C	73	65	2C	22	65	user tracking":false,"player opted out":false "e
00000060	65	7D	2C	22	64	79	nabled":true},"performance":{"enabled":true},"dy
00000090	72	75	65	2C	22	74	namic":{"coreBusinessMetrics":{"enabled":true,"t
000000C0	68	6F	75	6C	64	43	imeToWaitForUserInfoS":60},"analytics":{"shouldC
000000F0	6E	66	6F	53	22	3A	ollectAutomation":true,"timeToWaitForUserInfoS":
00000120							60}}}

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```
Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
2025-05-04 00:50:45 POST https://3.168.147.31/graphql
+ 200 OK application/json 1.0k 452ms
Request Response Detail
X-Amz-Cf-Pop: LAX54-P3
X-Amz-Cf-Id: QOUkPtVhynr5luYSPnKILAh_TYRugv9Y8AY2f7L21s-wI4boUuAuFz1Q==
JSON [m:auto]
{
  "data": {
    "listMyTeamsWithLicenses": [
      {
        "type": "TEAM",
        "name": "Matthew Team",
        "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
        "rmp_billing_admins": null,
        "rmp_owners": [
          "a8d6d957-0de4-42aa-b42c-e765e7d76f96"
        ],
        "rmp_members": null,
        "rmp_creators": null,
        "rmp_viewers": null,
        "deleted": null,
        "description": null,
        "created_at": "2020-09-21T00:00:00.715Z",
        "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
        "license": {
          "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
          "role": "OWNER",
          "plan": "STARTER",
          "trial_sub_id": null,
          "expires_at": null,
          "entitlements": {
            "plan": "STARTER",
            "access_command_api_advanced_commands": false,
            "access_export_file_formats": [
              "FBX"
            ],
            "access_export_advanced_options": false,
            "access_export_skeleton_preset_overrides": false,
            "export_options_presets_limit": 0,
            "face_filters_presets_limit": 0,
            "access_face_capture": false,
            "access_import_character": false,
            "access_livestreaming": false,
            "access_recording_trigger_messages": false,
            "access_retargeting": true,
            "actor_presets_limit": 3,
            "creator_seats_limit": 3,
            "offline_days": 1,
            "skip_asset_sync": false
          }
        }
      }
    ]
  }
}
```

**<- No billing account, still collecting I.P.**

**<- no teams members configured whatsoever**

**<- Rokoko built opt-out, but forces collection no matter what.**

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```
using Assets.Studio2.Scripts.Managers;
using RokokoSession.models;
using Studio2.Scripts.DependencyInjection;
using Studio2.Scripts.Managers;
using StudioRuntimes.Login;
using System;
using System.Threading.Tasks;
using UnityEngine;

#nullable disable
namespace Studio2.Scripts.Controllers;

public class LoginController : SerializedPropertyBase
{
    private const string FORGOT_PASSWORD_DIR = "/en/account/forgot";
    private const string SIGN_UP_DIR = "/en/account/sign-up-with-email";
    private bool _attemptAutoLoginOnStart = true;
    [StudioInject(StudioInjectionKey.ILoginAPI)]
    private readonly ILoginAPI _loginAPI;
    [StudioInject(StudioInjectionKey.IMixPanelTrackingManager)]
    private readonly IStudioMixPanelTrackingManager _mixPanelTrackingManager;
    private Serilog.ILogger _logger;
    private const string DefaultAwaitingResultTitle = "Go to the browser to complete";
    private const string SignInWithRefreshTokenTitle = "Authenticating";

    public static event EventHandler onLoginFormShown;

    protected override void Awake()
    {
        base.Awake();
        this._loginAPI.onUserLoginSuccess += new EventHandler<StudioUser>(this.LoginAPI_onUserLoginSuccess);
        this._loginAPI.onUserLoginFail += new EventHandler<string>(this.LoginAPI_onUserLoginFail);
        this._loginAPI.onSessionTokenExpired += new EventHandler(this.LoginAPI_onSessionTokenExpired);
        this._loginAPI.onUserLogout += new EventHandler<StudioUser>(this.LoginAPI_onUserLogout);
        this._loginAPI.onOfflineLicenseExpired += new EventHandler(this.LoginAPI_onOfflineLicenseExpired);
    }

    private async void Start()
    {
        LoginController context = this;
        context._logger = Entities.Abstractions.Helper.Logger.GetLogger<LoginController>().WithUnityContext((UnityEngine.Object) context);
        if (!context._attemptAutoLoginOnStart)
            return;
        try
        {
            await context.SignInWithRefreshToken();
        }
        catch (Exception ex)
        {
            context.ShowLoginScreen(ex.Message);
            context._logger.Error(ex, "Failed to sign in with refresh token");
        }
    }

    private void OnDestroy()
    {
        this._loginAPI.onUserLoginSuccess -= new EventHandler<StudioUser>(this.LoginAPI_onUserLoginSuccess);
        this._loginAPI.onUserLoginFail -= new EventHandler<string>(this.LoginAPI_onUserLoginFail);
        this._loginAPI.onSessionTokenExpired -= new EventHandler(this.LoginAPI_onSessionTokenExpired);
        this._loginAPI.onUserLogout -= new EventHandler<StudioUser>(this.LoginAPI_onUserLogout);
        this._loginAPI.onOfflineLicenseExpired -= new EventHandler(this.LoginAPI_onOfflineLicenseExpired);
    }

    private void LoginAPI_onUserLoginSuccess(object sender, StudioUser e)
    {
        AsyncThread.RunOnMainThread((Action) () =>
        {
            this.HideLoginScreen();
            this._mixPanelTrackingManager.TrackSessionStart();
        }, callerMemberName: nameof(LoginAPI_onUserLoginSuccess), callerFilePath: "C:\\actions-runner\\win-runner-04\\_work\\rokoko-studio-2\\rokoko-studio-2\\Assets

    private void LoginAPI_onUserLoginFail(object sender, string failMessage)
    {
        AsyncThread.RunOnMainThread((Action) () => this.ShowLoginScreen(failMessage)), callerMemberName: nameof(LoginAPI_onUserLoginFail), callerFilePath: "C:\\actio
```

**Rokoko decides how long it wants to allow you to use the software offline for until it forces you to sync to their servers where they can take your data.**

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# **EXHIBIT 40**

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696 Defendant cannot hide behind the defense that the collection of his intellectual  
697 property was part of their 'Teams' subscription service, as, Plaintiff never signed  
698 up for teams, never paid an additional dollar in subscription or services to  
699 Defendant after purchase, yet, their software continually collected his intellectual  
700 property for years.

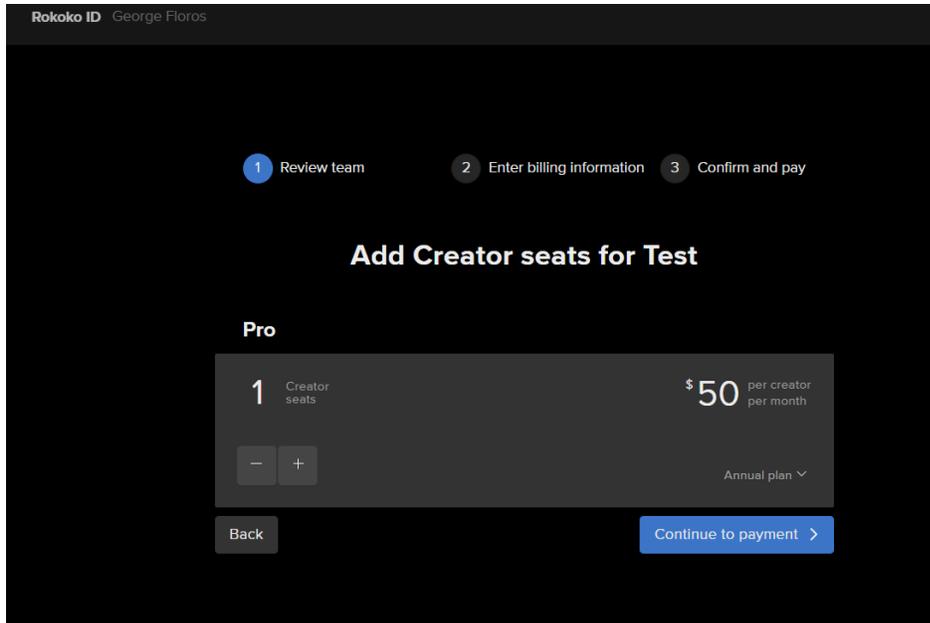
701

```
Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
2025-05-03 23:31:29 POST https://3.168.147.41/graphql
+ 200 OK application/json 4.7k 347ms
Request Response Detail
Content-Type: application/json;charset=UTF-8
Content-Length: 4774
Connection: keep-alive
X-Amz-Cf-Pop: LAX54-P1
Date: Sun, 04 May 2025 06:31:29 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId: 6f0353d2-9435-4d00-af96-b27320766e0e
Via: 1.1 20e38fc9b3806ab4036380386de24000.cloudfront.net (CloudFront), 1.1
d292d8a28a3cd03aa54182acef12b2ee.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P3
X-Amz-Cf-Id: Vj2275dqBiuf3z_0lzu4n43goywuZSJQYDAKRbv3y_58Bq9aFeQzIw==
JSON
{
  "extensions": {
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      "mqttConnections": [
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S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNWQ255E56XMX%2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=3ca4d664e9
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            "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onSubscriptionChange/924669a3ae22901074
d6d8c8d81c3a73b1a720dad5e0b0c408486bf0fc431449",
            "742414753086/y7vj6brd5jakfp3xgpsjpeqjy4/onTeamChange/924669a3ae22901074d6d8c8d8
1c3a73b1a720dad5e0b0c408486bf0fc431449"
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          "client": "bwtswlejinahntn5nb7otl2mryy"
        },
        {
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S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNWQXVQM2JGN%2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=c4b6f31a3b
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        }
      ]
    }
  },
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sJFHcGkHOAwcejb0yJwDce81QQFDVwX%2Fq8GbMFS8EDjwnZRW%3D"
}
[1927/1937][f:~u roko]
: flow.comment @focus "" 3~
```

702

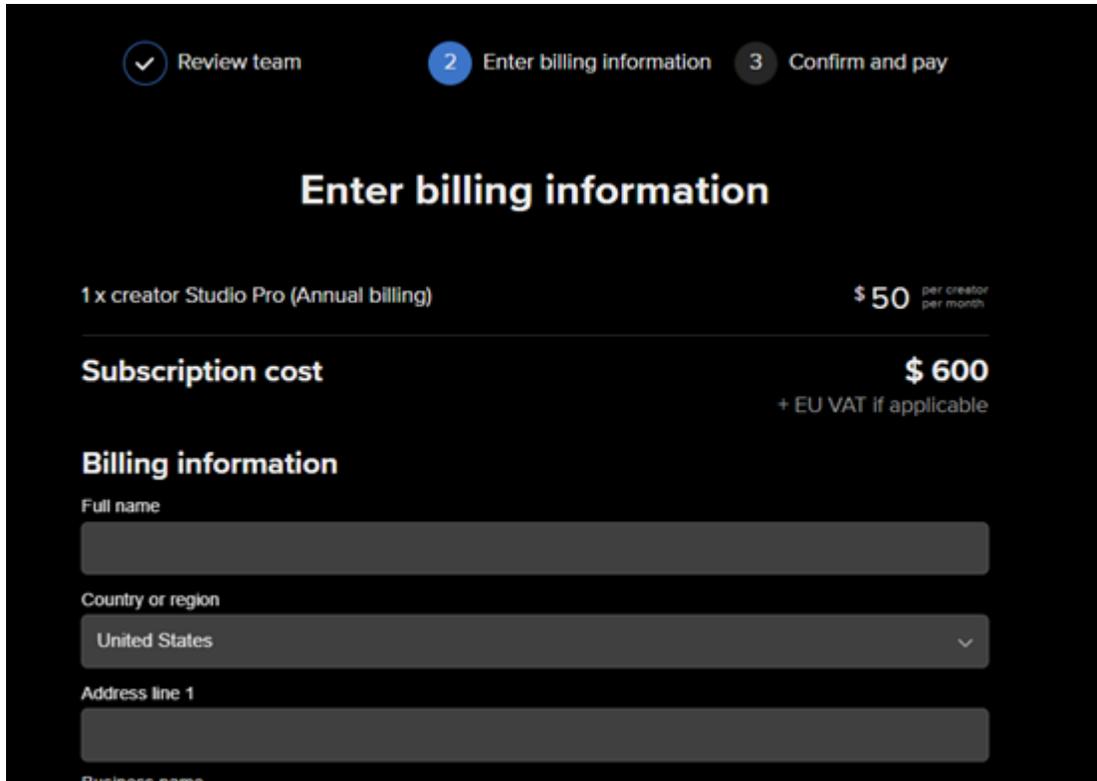
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The process to creating a team with the software Plaintiff acquired was, if you *choose to*, log into the Rokoko website and add ‘creators’ for \$50/mo

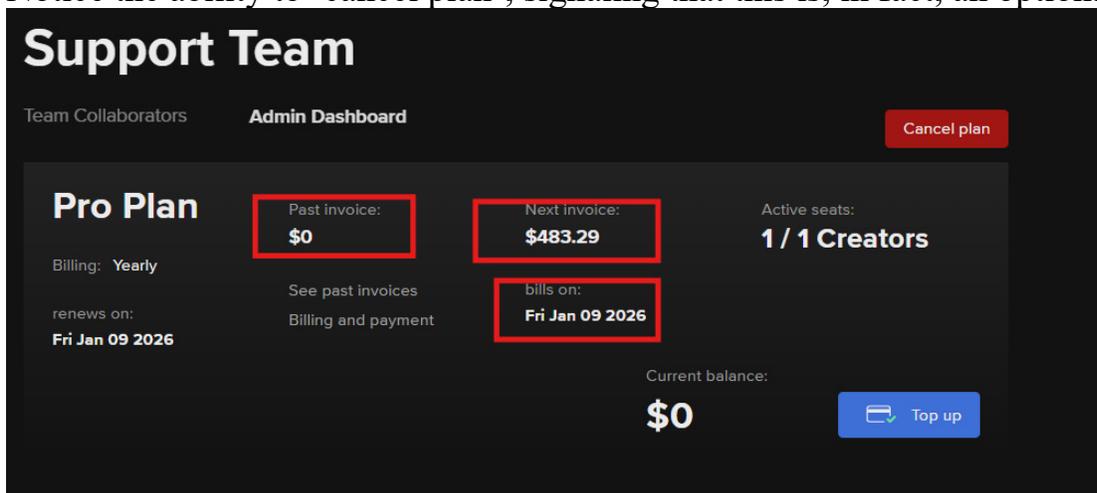


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708

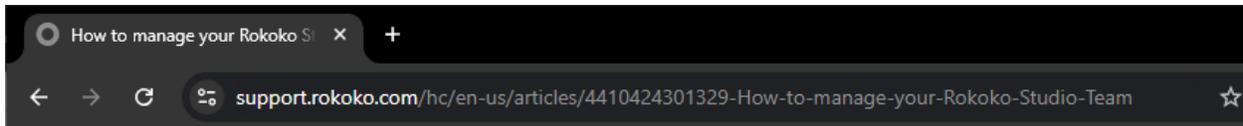
709 Then supply your billing information and pay the \$600 + \$50/mo. This never  
710 happened, Plaintiff never provided Rokoko with *any* payment information after the  
711 purchase and never begun nor completed any of these steps.  
712



713  
714 Notice the ability to 'cancel plan'; signaling that this is, in fact, an optional service  
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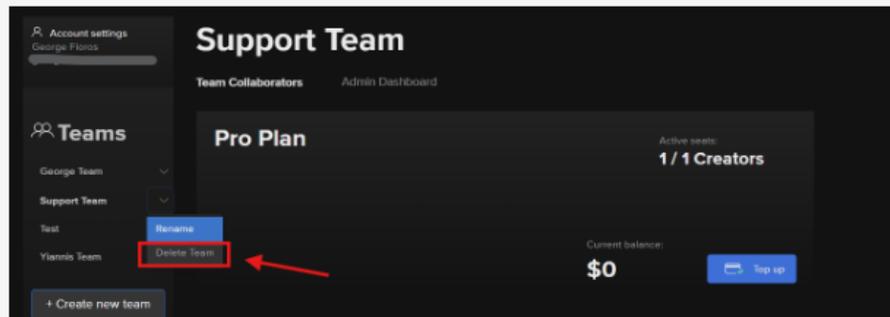


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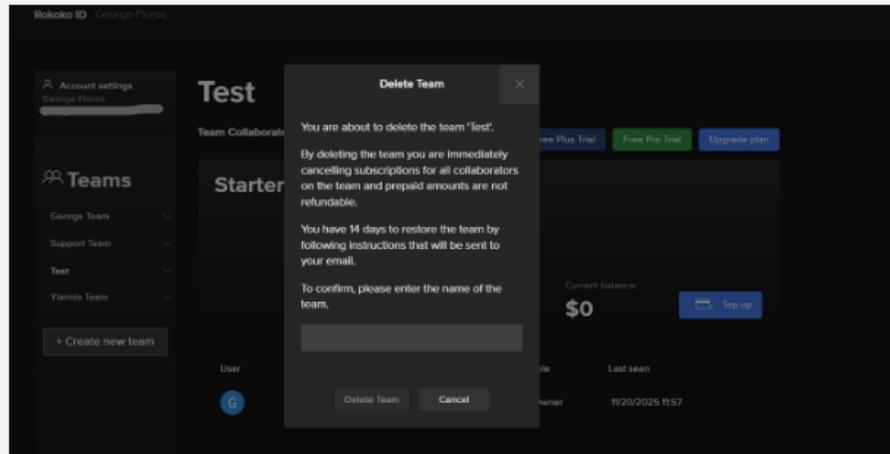


## Deleting a Team

Only Team owners can delete their team. Performing this action cancels all current subscriptions immediately, and hides the team for all members. It can be restored within 14 days by clicking a link that is sent to the owner(s) via email. After 14 days the team is erased. Any existing account balance is also lost.



An example of a team being deleted:



## Top up your wallet (For purchasing Motion Library assets)

In order to purchase Motion Library assets you need to have available funds in your team balance. [This portion of our video tutorial](#) walks you

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# **EXHIBIT 41**

726 Defendant's code contains a hardcoded authentication bypass, inserted by a former  
727 employee that has been present for over three years.

```
authentication_loginProcess = new Process();
try
{
    if (authentication_pubApi != null && !testContext)
    {
        RmpRequestTokenInfo requestToken = await authentication_pubApi.CreateRequestToken("STUDIO2");
        authentication_requestId = requestToken.request_id;
        requestToken.family_name = "";
        requestToken.given_name = "";
        authentication_idUrl = RokokoUrls.GetEnvironmentUrl(authentication.Environment);
        authentication_idUrl = $"{authentication_idUrl} request_id={authentication_requestId}";
        authentication_loginProcess.StartInfo = new ProcessStartInfo(authentication_idUrl);
        authentication_loginProcess.Start();
    }
    else if (testContext)
    {
        RmpRequestTokenInfo requestToken = await authentication_pubApi.CreateRequestToken("STUDIO2");
        authentication_requestId = requestToken.request_id;
        RmpRequestTokenInput requestTokenInput = new RmpRequestTokenInput();
        RNGCryptoServiceProvider cryptoServiceProvider = new RNGCryptoServiceProvider();
        byte[] inArray1 = new byte[30];
        byte[] inArray2 = new byte[30];
        byte[] inArray3 = new byte[30];
        byte[] data = inArray1;
        cryptoServiceProvider.GetBytes(data);
        authentication_session = new UserSession()
        {
            userId = UserId.FromString("7de6a28a-d806-405b-b391-80b20f9091b0"),
            email = "menelaos@rokoko.com",
            accessToken = Convert.ToBase64String(inArray1),
            idToken = Convert.ToBase64String(inArray2),
            refreshToken = Convert.ToBase64String(inArray3),
            expirationTime = DateTime.UtcNow.AddSeconds(3600.0),
            refreshExpirationTime = DateTime.UtcNow.AddDays(30.0),
            analyticsConsent = ConsentState.Unknown
        };
        return (CognitoResult.Success, authentication_session);
    }
}
catch (Exception ex)
{
    Logger.GetLogger<Authentication>().Information("An error occurred trying to open the login tab: " + ex.ToString());
}
TaskCompletionSource<RmpRequestTokenInfo> tcs = new TaskCompletionSource<RmpRequestTokenInfo>();
int num = await authentication_pubApi.SubscribeToTokenChange(authentication_requestId, (Action<RmpRequestTokenInfo>) (subscr
await tcs.Task.ContinueWith((Action<Task<RmpRequestTokenInfo>>) (t =>
{
    this._tokens.access_token = tcs.Task.Result.access_token;
    this._tokens.id_token = tcs.Task.Result.id_token;
    this._tokens.refresh_token = tcs.Task.Result.refresh_token;
    this._tokens.username = tcs.Task.Result.username;
    this._tokens.email = tcs.Task.Result.email;
    this._tokens.given_name = tcs.Task.Result.given_name;
    this._tokens.family_name = tcs.Task.Result.family_name;
}));
if (authentication._tokens.access_token != null && authentication._tokens.id_token != null && authentication._tokens.refresh_t
{
    authentication_hasWebSession = true;
    authentication_session = new UserSession()
    {
        userId = authentication._tokens.username,
        email = authentication._tokens.email,
        accessToken = authentication._tokens.access_token,
        idToken = authentication._tokens.id_token,
        refreshToken = authentication._tokens.refresh_token,
        expirationTime = DateTime.UtcNow.AddSeconds(3600.0),
        refreshExpirationTime = DateTime.UtcNow.AddDays(30.0),
        analyticsConsent = ConsentState.Unknown,
        familyName = authentication._tokens.family_name,
        givenName = authentication._tokens.given_name
    };
}
return authentication_session.accessToken == null || authentication_session.idToken == null ? (CognitoResult.InvalidInput, (
}
catch (Exception ex)
{
    string name = ex.GetType().Name;
    Logger.GetLogger<Authentication>().Information("Sign-in Exception Type: " + name.ToString());
    CognitoResult cognitoResult = CognitoResult.UnknownError;
    switch (name)
    {
        case "UserNotFoundException":
```

Hidden backdoor by the previous developer who quit Rokoko in 2023.

Consent for analytics exists in code, but the user can never choose to actually consent or not. Rokoko forces it behind the scenes.

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originalSubdomain=gr

in Search Home My Network Jobs Messaging Notifications Me For Business Try



### Menelaos S.

Backend Developer  
Athens, Attiki, Greece · [Contact info](#)  
166 connections

[Message](#) [Connect](#) [More](#)

#### About

Web Developer and back-end ninja.  
Patient and highly analytic in examining processes.  
Always striving for efficiency and on time delivery of... [...see more](#)

#### Activity

165 followers

Menelaos hasn't posted yet  
Recent posts Menelaos shares will be displayed here.

[Show all activity](#) →

#### Experience

-  **Software Developer**  
D ONE – Data Driven Value Creation · Full-time  
Feb 2024 - Present · 1 yr 7 mos
-  **Back End Developer**  
Rokoko · Full-time  
Nov 2020 - Dec 2023 · 3 yrs 2 mos  
Athens, Attiki, Greece · Hybrid

Back-end infrastructure and integration of systems and processes in Rokoko Studio (<https://www.rokoko.com/products/studio>) .... [...see more](#)

#### More profiles for you

-  **Christos Gerolymos**  
Software Developer at ...  
[Message](#)
-  **Alexandros Polychronopoulos**  
3rd+  
Software Engineer at ...  
[Message](#)
-  **Laodimos Nick Filippopoulos**  
3rd+  
Chief Software Architect  
Upstream  
[Message](#)
-  **Thanos Karousos**  
Cloud Consultant at D  
Data Driven Value Cre  
[Message](#)
-  **Παναγιώτης Γεωργίου**  
3rd+  
[Message](#)

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# **EXHIBIT 42**

739 After confrontation, Defendant Overby backtracked: [“We have never  
740 misappropriated yours... We have always been transparent... through our Terms  
741 of Use.”]

Re: Case dismissed, new case filed.



Mikkel Lucas Overby <mikkel@rokoko.com>  
To matthew@winteryear.com



5/5/2025

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Hi Matthew

Thank you for sharing the complaint. We have read it in full and want to share our initial response - we can come back with more details later. Generally, we see that it relies on a number of misunderstandings and misinterpretations of observations, which we are able to easily clarify and explain. We believe both parties will benefit from us doing this, as it will save us all a lot of time and effort.

A few non-exhaustive, short but important comments:

- **We have never misappropriated yours, of any other users, intellectual property.** We have always been transparent in how we use and treat user motion data through our Terms of Use. We continued this path earlier this year, when we made and communicated an update to these. Still, to date, no commercial licensing of any user motion data has been done. Also, no user data has to date been used for any of our products. This is easily verifiable.
- **Formation of “Coco Care” is not to shield liability in any way.** “Care” evolved as a research project in Rokoko. It was run by a dedicated team and had nothing to do with the motion data generated by the creators using our tools. When the project matured, it was spun off as a separate legal entity along with the tech that the Care team had developed. Today, it has no affiliation with Rokoko and we therefore also required that they changed the company name to avoid confusion. All parties involved from including the team, legal counsel and accountants will confirm this.
- **We do not make fraudulent representations.** We do have inventory with a third party logistics provider (however, we are handling the more complex repair cases from our main office, which is why the repair case shipping refers to this location), we do have offices (and the Copenhagen office is not in a basement, but over the 4 floors in the building behind the basement), we do not have fraudulent financial statements (our reports are audited annually by KPMG, who can support that). What we can admit to, which 95% of early stage tech companies can as well, is to historically have been overly optimistic about our growth projections for the future, which we see that you have also found in an old pitch deck.

Regarding the financial numbers you mention, please also keep in mind that our reporting numbers are in DKK, not in USD. That is a major difference! We are a small company that has been operating with a deficit

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# **EXHIBIT 43**

749 Defendant's terms before 2025 never allowed Rokoko any use of any intellectual  
750 property

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The screenshot shows a file explorer window with a list of files in the 'Downloads' folder. The file 'RokokoStudio\_v2.4.5.0.exe' is highlighted in blue and has a red box around its name and date modified (3/29/2025 12:27 PM). To the right, a 'Setup - Rokoko Studio 2.4.5.0' window is open, displaying the 'License Agreement' page. The window title is 'Setup - Rokoko Studio 2.4.5.0'. The text reads: 'License Agreement. Please read the following important information before continuing.' Below this, it says: 'Please read the following License Agreement. You must accept the terms of this agreement before continuing with the installation.' The main heading is 'ROKOKO STUDIO - STANDARD TERMS OF USE' with an 'Effective Date: 11/01/2022'. Section 1 is titled '1. PARTIES AND BACKGROUND'. Subsection 1.1 states: 'Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as the Company, we, us, or any similar expression). You may contact us through e-mail at support@rokoko.com. We have developed and operate the Rokoko Studio platform located at https://www.rokoko.com/studio (Site), which allows users to create, store, and share 3D assets (collectively, with all other services accessible through the Site, referred to as the Services)'. Subsection 1.2 states: 'You are the "Customer" under these Standard Terms of Use (the "Terms") if you are (a) an individual subscribing to Services; or (b) an organization subscribing to Services to'. At the bottom, there are two radio buttons: 'I accept the agreement' (unselected) and 'I do not accept the agreement' (selected). 'Next' and 'Cancel' buttons are at the bottom right.

752

The screenshot shows the 'License Agreement' window for 'Setup - Rokoko Studio 2.4.5.0'. The title is 'License Agreement' and the text reads: 'Please read the following important information before continuing.' Below this, it says: 'Please read the following License Agreement. You must accept the terms of this agreement before continuing with the installation.' Section 6 is titled '6. INTELLECTUAL PROPERTY RIGHTS'. Subsection 6.1 states: 'The Terms do not grant you any rights in connection with any trademarks or service marks of us or our suppliers.' Subsection 6.2 states: 'All title and intellectual property rights in and to the Services (including Software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, and tutorials incorporated into the Services), the accompanying printed materials, and any copies of the Services, are owned by us. All rights not expressly granted are reserved by us.' Subsection 6.3 is highlighted with a red box and states: 'You retain all your rights to User Content and are responsible for protecting those rights. You grant us the right to access, use, or modify such User Content only as necessary to provide the Services and carry out our obligations under the Terms, including to correct errors of the Software and Services and for statistical purposes.' Section 7 is titled '7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA'. At the bottom, there are two radio buttons: 'I accept the agreement' (unselected) and 'I do not accept the agreement' (selected). 'Next' and 'Cancel' buttons are at the bottom right.

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# **EXHIBIT 44**

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Defendant’s retroactive terms now state they will strip CMI and sell your data to third parties.

**Setup - Rokoko Studio 2.4.8.0**

**License Agreement**  
Please read the following important information before continuing.

Please read the following License Agreement. You must accept the terms of this agreement before continuing with the installation.

6.3 You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify any intellectual property rights that arise in connection with the User Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing the Services and to exercise such other rights, which are explicitly set out in these Terms. All User Content is to be fully anonymized and never distributed in its original form from any subcontractor or third-party licensor.

6.4 Where the Customer is an organization and where the End

I accept the agreement  
 I do not accept the agreement

Next Cancel

765

Setup - Rokoko Studio 2.4.8.0

### License Agreement

Please read the following important information before continuing.

Please read the following License Agreement. You must accept the terms of this agreement before continuing with the installation.

3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services, including evaluating how you use the Services, which shall be referred to as "Usage Data", (iii) technical data, and (iv) related information that is gathered periodically, (a) to provide the Services, (b) to improve the Services, including developing new features/Services or improving existing features, technologies or products, to facilitate the provision of updates, for product support purposes, (c) to improve any other services or products provided by the Company and (d) to sub-license this to third parties in an anonymized form never to be redistributed in its original form strictly for the purpose of developing and improving their services or products

I accept the agreement  
 I do not accept the agreement

Next Cancel

766

Updates to Our **Terms** of Use

 Rokoko <hi@rokoko.com>  
To: Matthew Walsh

 Reply  Reply All  Forward 

Thu 2/20/2025 7:00 AM

 If there are problems with how this message is displayed, click here to view it in a web browser.

# ROKOKO

30 days from now, on March 22, 2025, we will make a change in our **Terms** of Use.

*The most significant update focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized data to third parties, while ensuring that the data can never be redistributed in its original form. It opens the door for new opportunities and enables us to stay current and lead the development of our industry, together with our valued users.*

*You can review the full updated **terms** [here](#). By continuing to use Rokoko products after March 22, 2025, you'll be agreeing to the updated **terms**.*

*If you have any questions, please don't hesitate to reach out to us on [support@rokoko.com](mailto:support@rokoko.com) or as a reply to this email.*

All the best,

The Rokoko Team



Rokoko Electronics ApS

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# **EXHIBIT 45**

776 Defendant says in 2022 they already had sold Rokoko Care to 8 municipalities. In  
777 2024, they sold 22% to Trifork, who admitted it came from the Rokoko data.  
778

ROKOKO Investor Deck July 2022

# Conquering new verticals, starting with Rokoko Care: Helping professional physiotherapists with

**Rokoko Care**  
Let's get back into motion.  
We are here to support you and  
facilitate your journey to health.

**Personalized experience**  
Decide how you want your recovery  
journey to be.

**We care about your goals**  
Set clear short and long term goals  
together with your therapist.

**Get instructions for the exercises**  
Get feedback in real time.  
Exercise anytime, anywhere.

Already sold to Copenhagen Municipality - dialogue with 8 other municipalities

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781 Trifork:

**About Rokoko Care (rokokocare.com)**  
Rokoko Care is a health tech startup offering a digital physiotherapy solution of the same name. This solution operates through a web portal for physiotherapists and an app for citizens. Physiotherapists can assign rehabilitation programs that citizens can easily access and follow at home. Rokoko Care's computer vision technology allows citizens to train in front of their phone, with the app live-tracking their movements. This technology enhances training completion rates, enabling physiotherapists to monitor progress remotely and support their expertise with data. Based in Copenhagen, Rokoko Care evolved from Rokoko, a tech company with a decade of experience in motion capture and customers in over 100 countries.

Questions should be directed to: CEO, Matias Søndergaard, +45 60 60 50 14, matias@rokokocare.com

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784 Rokoko Care EULA:

**End User** means a natural person who, as a user, uses the System as a patient or otherwise to receive a course of treatment, with or without affiliation with a Healthcare Professional. **Healthcare Professional**

is://web.archive.org/web/20241217190024/https://www.rokokocare.com/brugervilkar

1/5

5/25, 11:21 AM

Terms of Use

means an organization, entity or person that provides healthcare services to an End User and that can assign training exercises and programs and access personal data about End Users who have expressly given their consent to this.

**Updates** means new versions of the System that Rokoko may offer, including in the form of individual adjustments. **The System** means the software and applications developed by Rokoko regarding the Rokoko CARE solution, including Updates, which are covered by the license agreement that Rokoko has entered into with the Municipality, and which the End User and the Healthcare Professional are granted access to use in accordance with these terms .

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JUNE 12, 2024 PARTNERSHIPS

# Trifork invests in Rokoko Care to advance AI-based physiotherapy

## Trifork invests in Rokoko Care to advance AI-based physiotherapy

Copenhagen, 12 June 2024 – Trifork and Rokoko Care enter into a strategic partnership to offer digital physiotherapy treatment in patients' own home. With this strategic partnership and an investment that gives Trifork 22% ownership of Rokoko Care, both companies will work towards a shared vision of improving healthcare and quality of life through advanced technology.

This partnership furthers Trifork's and Rokoko Care's mission to address critical societal challenges with innovative solutions on both national and international levels. Trifork's over 20 years of experience in health IT, combined with Rokoko Care's pioneering computer vision technology—which tracks users' movements in real time via their phone cameras—ensures that Rokoko Care's digital physiotherapy platform can be accessible to everyone in need.

Karen Skjerbæk Jørgensen, CCO for Trifork Digital Health, states:

*"With an aging population and increasing demands on a strained healthcare system, there is an urgent need for digital home treatment solutions. Rokoko Care's platform complements Trifork's portfolio of health solutions, which support home-based treatment and the entire patient journey. A significant technical advantage is that Rokoko Care's computer vision technology operates on citizens' own devices."*

For over two decades, Trifork has developed and implemented innovative digital health solutions in Denmark, including the Shared Medication Record, the My Doctor app, and the Telma solution. This extensive experience will enable Rokoko Care to elevate their physiotherapy solution to the highest level. Rokoko Care brings deep insights into physiotherapy, along with advanced motion capture technologies, combined with computer vision and AI, which can introduce new opportunities to Trifork Digital Health.

Jesper Grankær Carøe, CEO Trifork Digital Health, adds:

*"Developing and implementing digital solutions that meet the demands of both the public and citizens is always challenging. Our extensive experience with numerous solutions for municipalities, regions, and agencies will help Rokoko Care maximize the value of their innovative platform."*

Jakob Fisker, CPO and co-founder of Rokoko Care, states:

*"Rokoko Care introduces a valuable tool for clinical practice that facilitates physiotherapeutic rehabilitation for patients in their own homes without compromising healthcare quality. This solution provides objective data, enabling physiotherapists to personalize treatments for each patient, thereby enhancing the quality, flexibility, and effectiveness of care. Consequently, treatments can be conducted more frequently wherever the patient is—at home, at work, or even at a vacation home. This level of flexibility is highly desired by patients."*

Matias Søndergaard, CEO and co-founder of Rokoko Care, adds:

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# **EXHIBIT 46**

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Defendant stated in 2023 they are worth a quarter of a billion dollars, the same year they were prior insolvent about \$2.4M USD.



**Jakob Balslev** • 3rd+  
 CEO & Founder, Rokoko  
 3yr • Edited •

+ Follow ...

For the Danes dk With our new investment round (led by EIFO v. Jesper Lilledal and with participation from North-East Venture , Thomas Visti Jensen and others), Rokoko is now valued at over a quarter of a billion 🤔👏 THANK YOU SO MUCH to everyone who has helped us get here! Now it's going to be really wild 🚀

Show original · Translation settings

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Financials below are in DKK not USD:

**Income statement**

DKK	Note	2023	2
<b>Gross profit</b>		20,325,727	
Staff costs	2	-28,768,707	
Depreciation of property, plant and equipment and amortisation of intangible assets		-4,399,091	
<b>Profit/loss before financial income and expenses</b>		-12,842,071	
Other financial income		99,856	
Other financial expenses		-3,064,425	
<b>Profit/loss before tax</b>		-15,806,640	
Tax on profit/loss for the year	3	910,579	
<b>Profit/loss for the year</b>		-14,896,061	
<b>Proposed profit appropriation/distribution of loss</b>			
Reserve for development costs		6,468,773	
Retained earnings		-21,364,834	
		-14,896,061	

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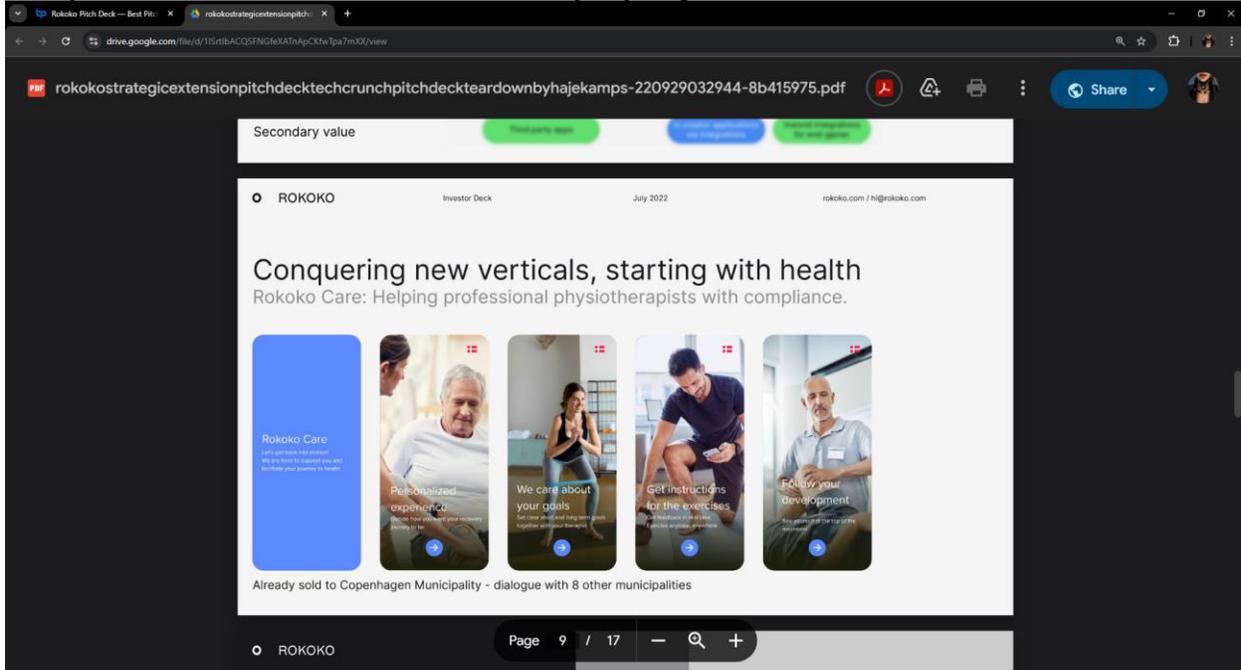
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# **EXHIBIT 47**

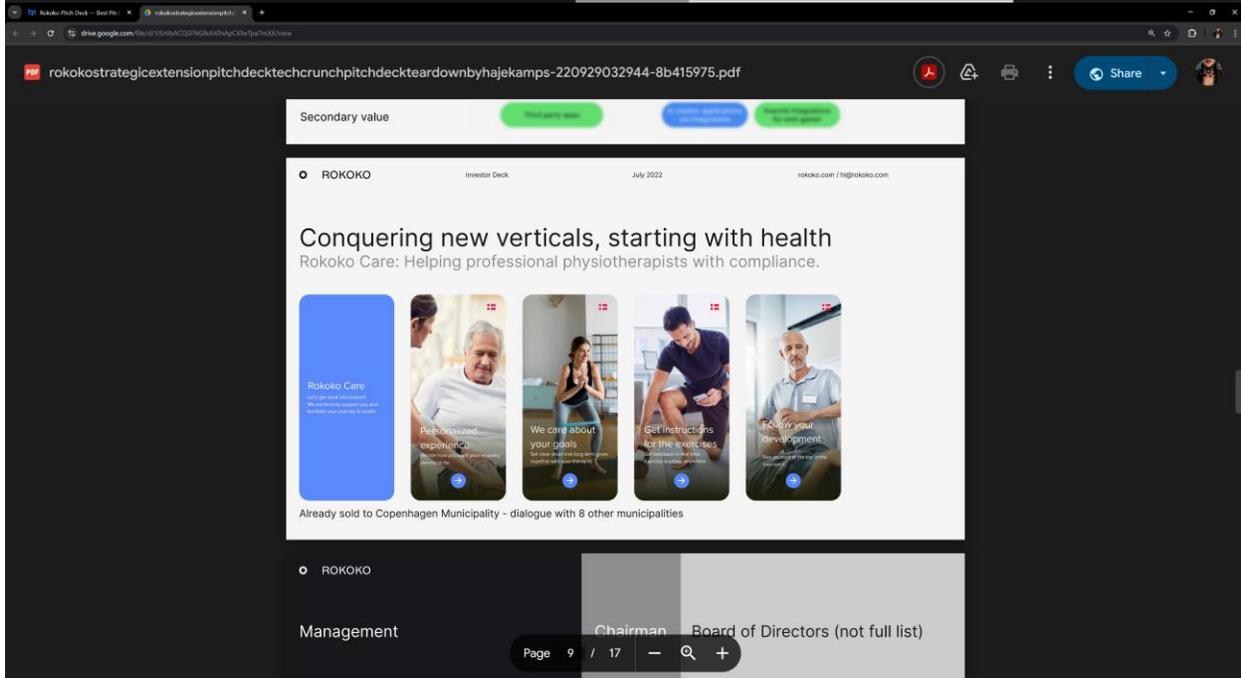
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Defendant's pitch deck which clearly outlines their plan to misappropriate, infringe and profit from Plaintiff's intellectual property.



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rokokostrategicextensionpitchdecktechcrunch ... ardownbyhajekamps-220929032944-8b415975.pdf

### Management

 <b>Jakob Balslev</b> Founder & CEO MA in Film Production	 <b>Matias Søndergaard</b> Co-founder & CPO MSc in Economics	 <b>Mikkel Lucas Overby</b> COO / CFO Ph.D. in Economics & Strategy
---	--	---

### Chairman

 <b>Jess Tropp</b> Principal at Nordic Capital Private Equity expert
--

### Board of Directors (not full list)

 <b>Stefano Corazza</b> Head of Roblox Studio Animation & 3D expert	 <b>Brett Bibby</b> Former CPO of Unity Game Industry expert	 <b>Rikke Crosby</b> CSO of Nordisk Film Film industry expert
---	--	---

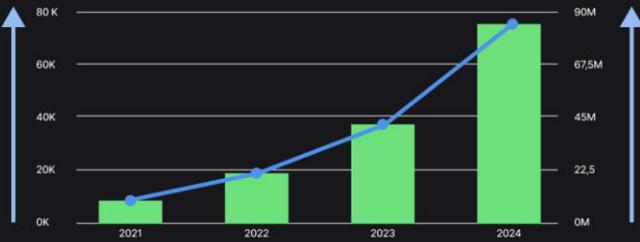
ROKOKO Investor Deck Page 11 / 17 rokoko.com / hi@rokoko.com

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rokokostrategicextensionpitchdecktechcrunch ... ardownbyhajekamps-220929032944-8b415975.pdf

## We move on the world's most powerful dataset of human motion

With the largest fleet of mocap systems in the market, we collect motion data that exponentially improves our ability to distill digital movement through machine learning.



Year	Number of mocap systems in the market (K)	Number of assets created by our users per year (M)
2021	~10K	~10M
2022	~20K	~20M
2023	~40K	~40M
2024	~80K	~80M

ROKOKO Investor Deck Page 12 / 17 rokoko.com / hi@rokoko.com

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PDF rokokostrategicextensionpitchdecktechcrunch ... ardownbyhajekamps-220929032944-8b415975.pdf

ROKOKO Investor Deck July 2022 rokoko.com / hi@rokoko.com

## Company background

### Products

- Hardware: Full performance capture product line (7 patents)
- Software: Cloud-based software suite for editing, analysis and generating motion data
- Machine learning: The world's largest collection of motion data, exponentially increased through hardware use, continuously enforcing all tools

### Revenue growth over the last 3 years

### Future vision

- Core vision: Become the backbone of all digital human motion
- Metaverse opportunity: Rokoko is the missing link to create "virtual presence" in the Metaverse, i.e. natural and untethered human motion
- New verticals: Understanding and capturing human motion is a challenge across verticals. Rokoko is positioned to become the go-to infrastructure. Development projects already ongoing in health, sports, enterprise, robotics

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PDF rokokostrategicextensionpitchdecktechcrunchpitchdeckteardownbyhajekamps-220929032944-8b415975.pdf

ROKOKO Investor Deck July 2022 rokoko.com / hi@rokoko.com

## From empowering creators...

Creator economy  
Equipping every creator with the power of animation

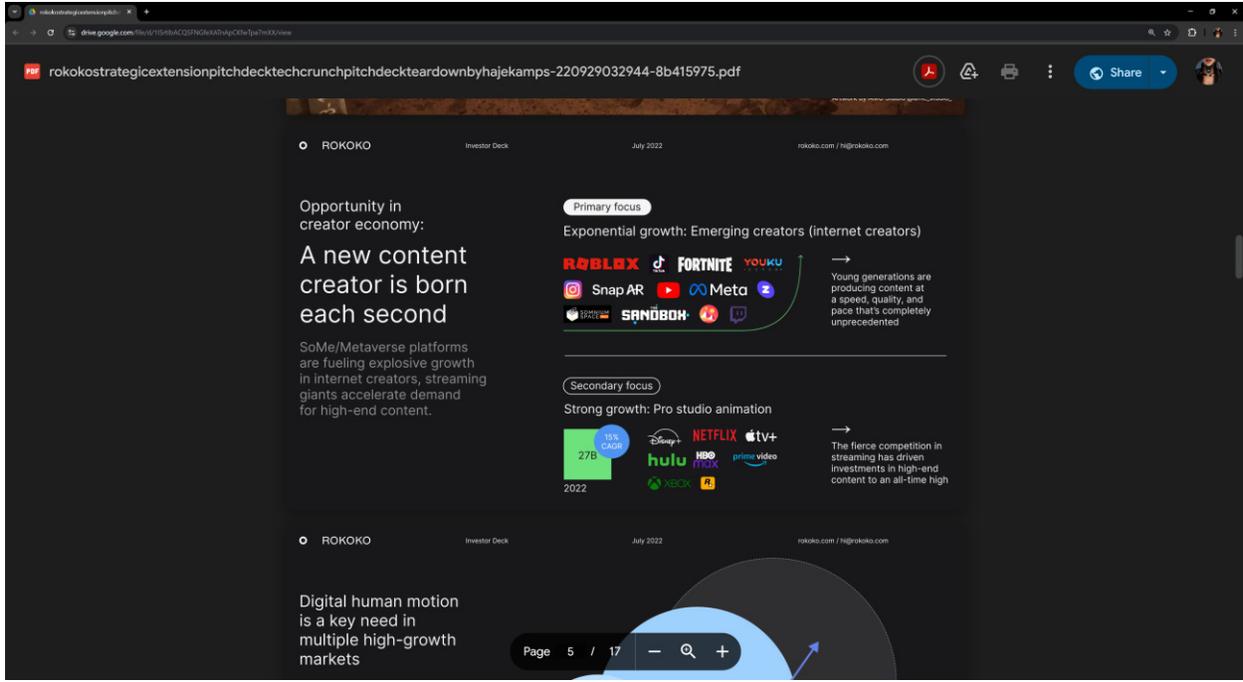
## ..to the backbone of all digital movement

<b>Robotics Automotive</b> Rokoko customers include 	<b>Health &amp; Life Sciences</b> Internal projects already ongoing	<b>Metaverse / Web 3.0</b> Internal projects already ongoing	<b>Sports</b> Internal projects already ongoing	<b>Safety &amp; Security</b>
--	--	---	--	------------------------------

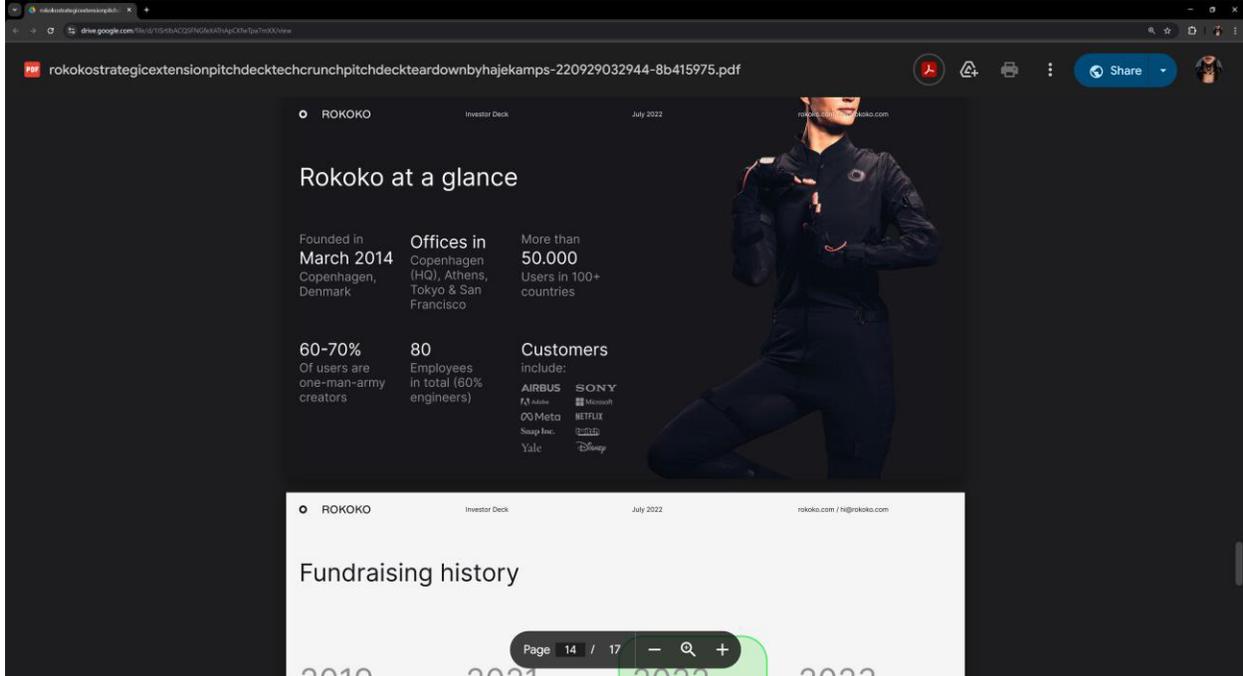
Opportunity in creator economy:  
Exponential growth. Emerging creators (internet creators)

Page 4 / 17

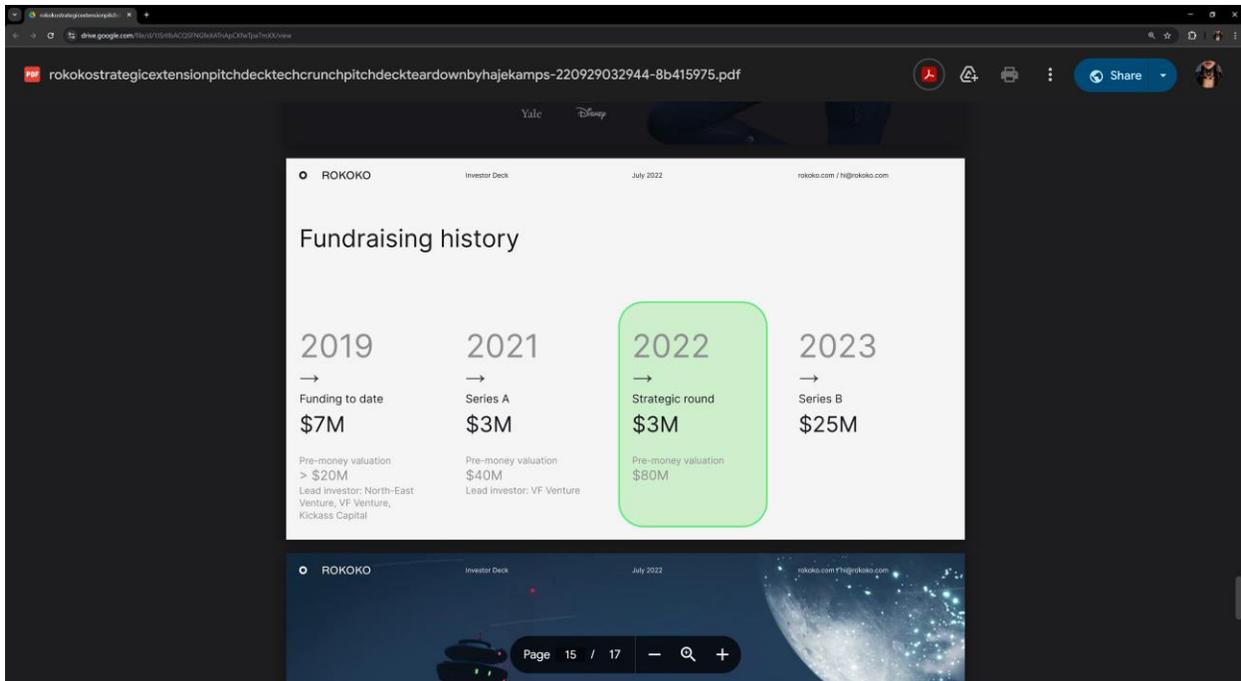
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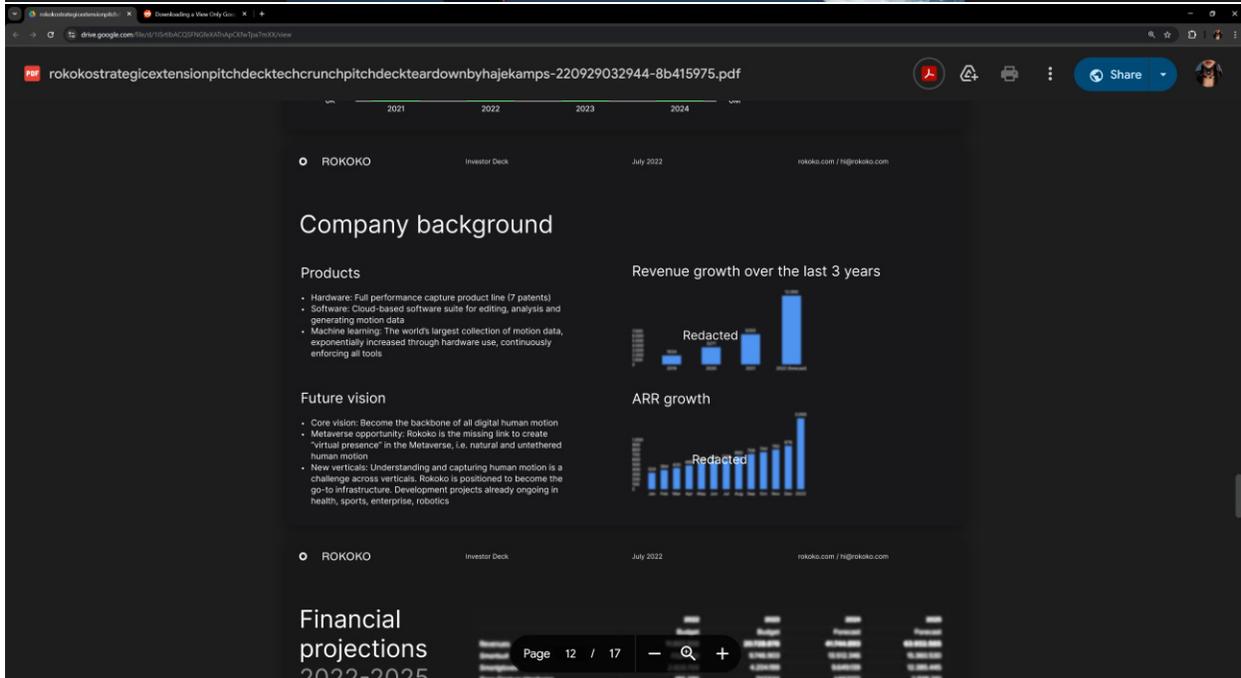
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822 Some of the falsities presented to investors:

## Rokoko at a glance

Rokoko transitioned from leasing space in a co-working office in San Francisco, California to a completely virtual office.

Rokoko's motion capture tools are used by 30,000 creators and studios worldwide. - Dec 2021

Founded in **March 2014**  
 Copenhagen, Denmark

**Offices in**  
 Copenhagen (HQ), Athens, Tokyo & San Francisco  
 (all are mail drops, HQ is a cellar)

More than **50.000** Users in 100+ countries - Mar 2022, they got all those users back and MORE! Amazing!  
 Today, more than 10,000 creators—from the world's biggest studios to independent artists - Jan 2022, somehow they lost 20,000 users in just weeks

**60-70%** Of users are one-man-army creators

**80** Employees in total (60% engineers)

10. Rokoko has one employee in California, who reports to Rokoko's CEO and myself in Copenhagen.

include:  
 AIRBUS SONY  
 Adobe Microsoft

4. The office in Denmark houses approximately 30 employees, including Rokoko's Founder & CEO, myself, and other senior level executives.

**Staff costs**

	2023	2022
DKK		
Wages and salaries	27,662,363	24,393,440
Pensions	695,478	1,202,612
Other social security costs	410,866	409,468
	<b>28,768,707</b>	<b>26,005,520</b>
Average number of full-time employees	45	46

**They told investors 80 employees but their financial audits show only 46 in 2022 the year the pitch deck was written**

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# **EXHIBIT 48**

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Defendant engaged in the sale of Plaintiff's intellectual property *after* the lawsuit began and *after* copyright registration happened.

10,000 hours of motion data in total. Each asset contains ... [Read more](#)

**Rokoko**  
https://www.rokoko.com › insights › unlocking-the-dat...  
**Unlocking the Data Infrastructure for Humanoid Robotics**  
**Aug 18, 2025** – A look inside Rokoko's proprietary dataset of 1M+ motion assets, built from tens of thousands of real-world contributors. Applications of motion ... [Read more](#) **Dataset built from misappropriated IP**

**Rokoko**  
https://www.rokoko.com › products › motion-library  
**Access motion capture assets & animations for your project**  
The world's largest marketplace of motion assets produced by the leading motion capture studios in the world. Download today and get 150 free assets.

**Rokoko**  
https://www.rokoko.com › Home › Use Cases › Robotics  
**Motion Capture for Robotics & Research**  
Train robots with human motion. Portable, affordable mocap for real-time teleoperations, detailed object-handling, and high-volume motion datasets. Capture ... [Read more](#)

**Rokoko**  
https://www.rokoko.com › insights › introducing-text-t...  
**Introducing Text-to-Motion in Rokoko Studio Preview**  
**Oct 23, 2025** – How it works. Text-to-Motion runs on a model trained on Rokoko's proprietary dataset, built from millions of high-quality motion recordings. [Read more](#) **AI Infringement**

**Rokoko**  
https://www.rokoko.com › free-resources  
**Free character animation assets & resources**  
A collection of 263 high-quality character animation assets that you can use in any animation, VFX, game, 3D project you want, including for commercial use. Go ... [Read more](#)  
Missing: dataset | Show results with: dataset

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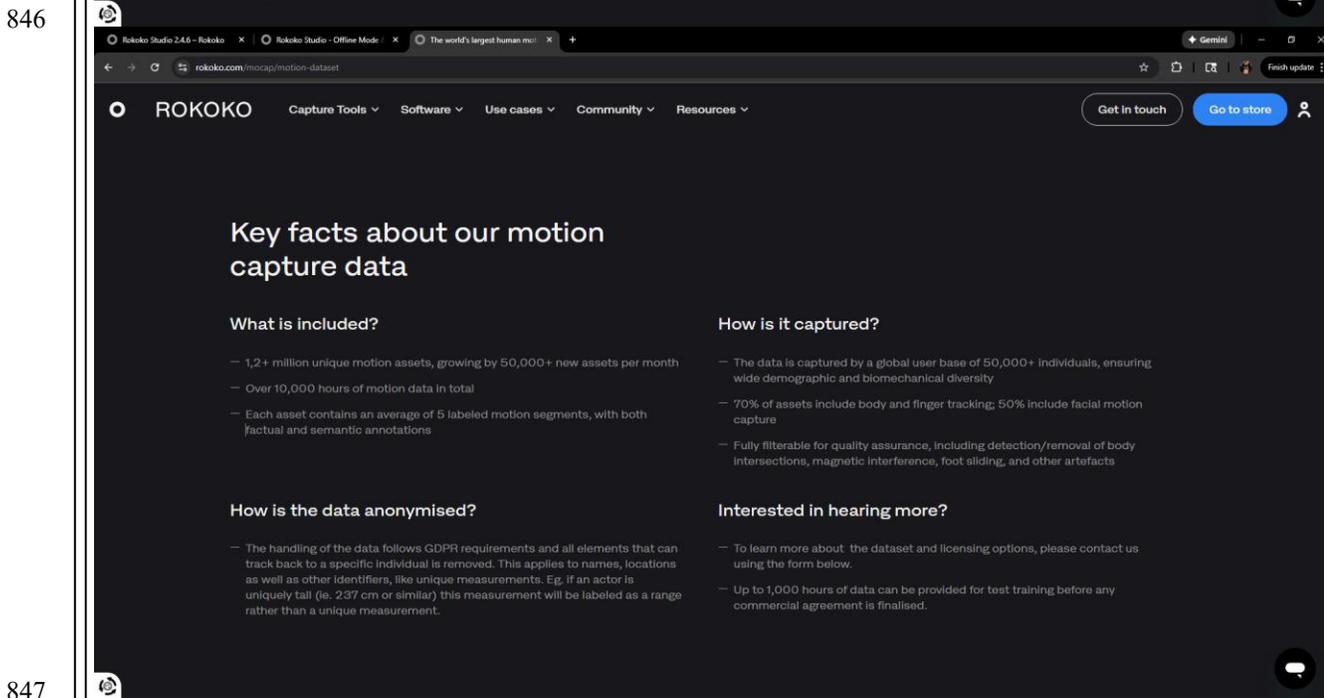
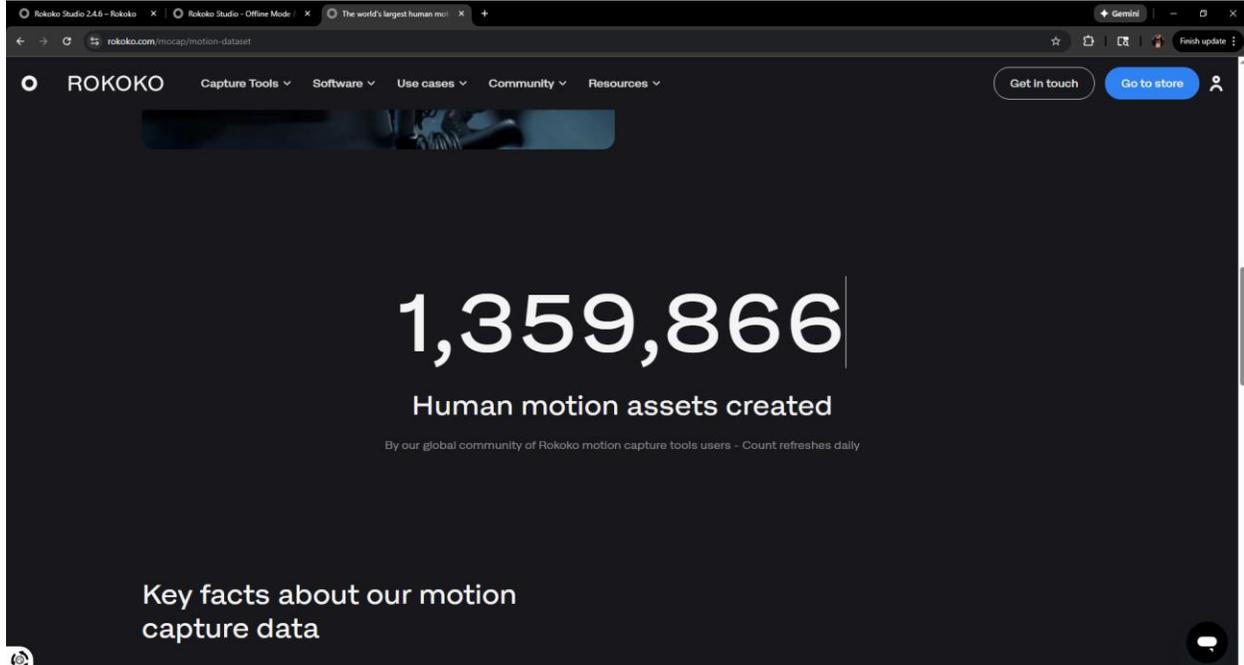
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# **EXHIBIT 49**

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844 Defendant admits to collecting user animations, stripping CMI, commercial resale  
845 and more.

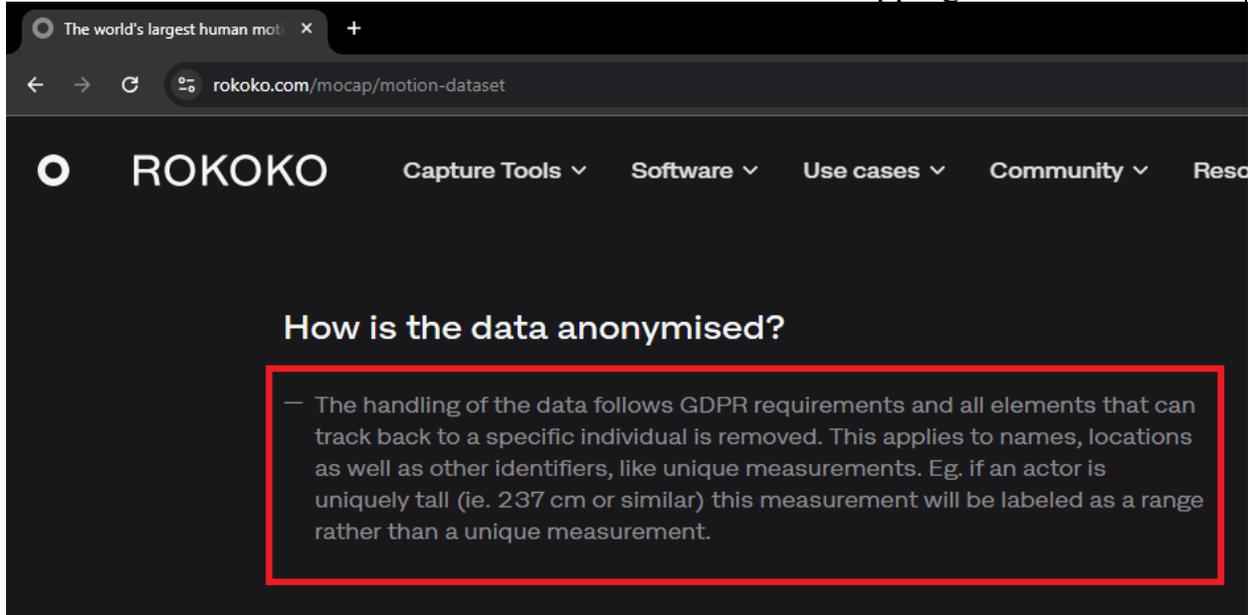


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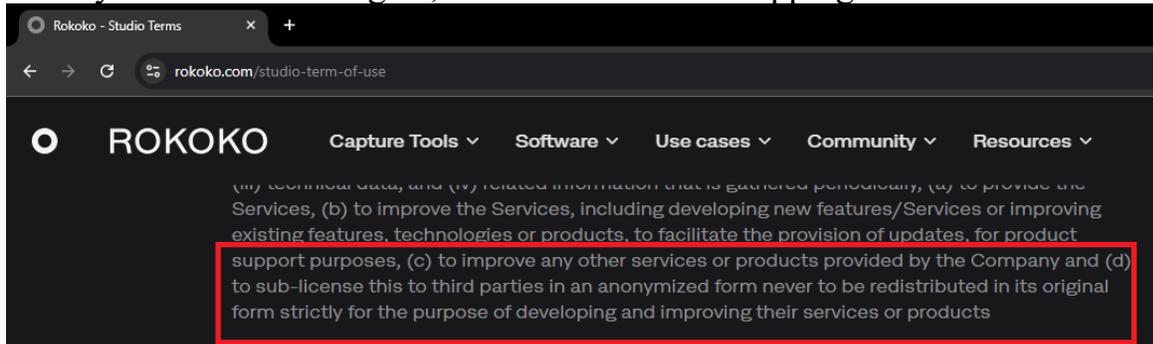
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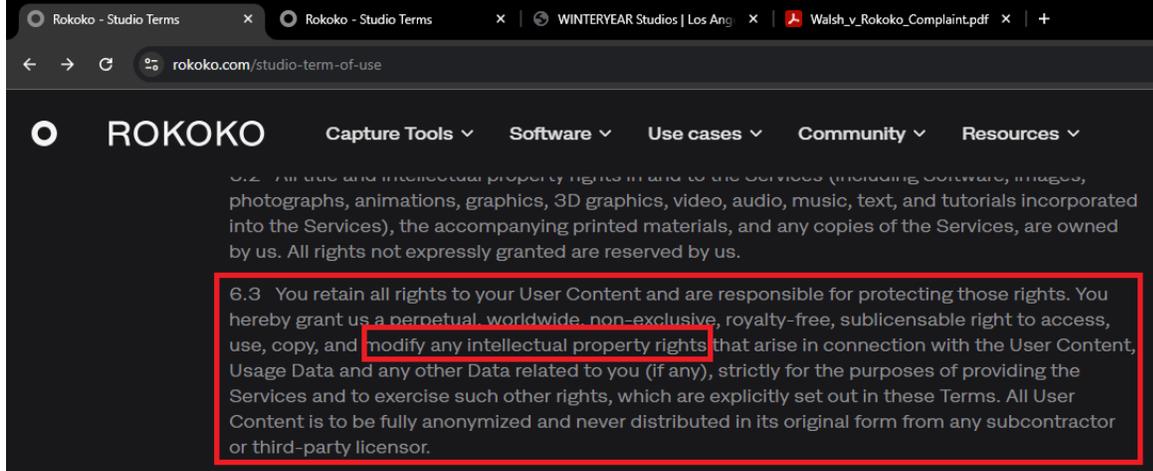
850 Defendant admits this information exists and admits to stripping it:



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852  
853 The terms imposed in 2025 grant retroactive rights, the right to override and  
854 modify someone else's rights, and admit to CMI stripping



855 4. USAGE LICENSE AND POLICY TO SERVICES



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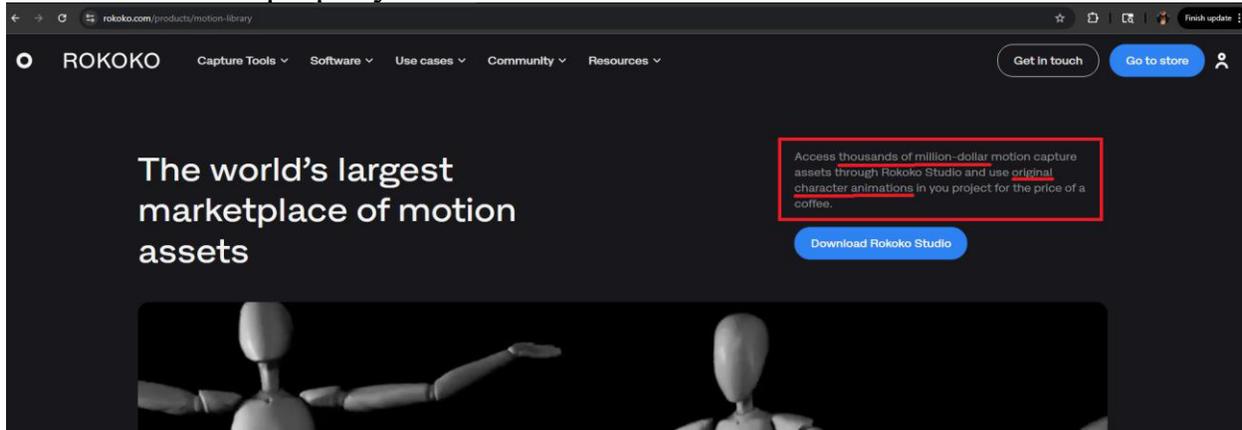
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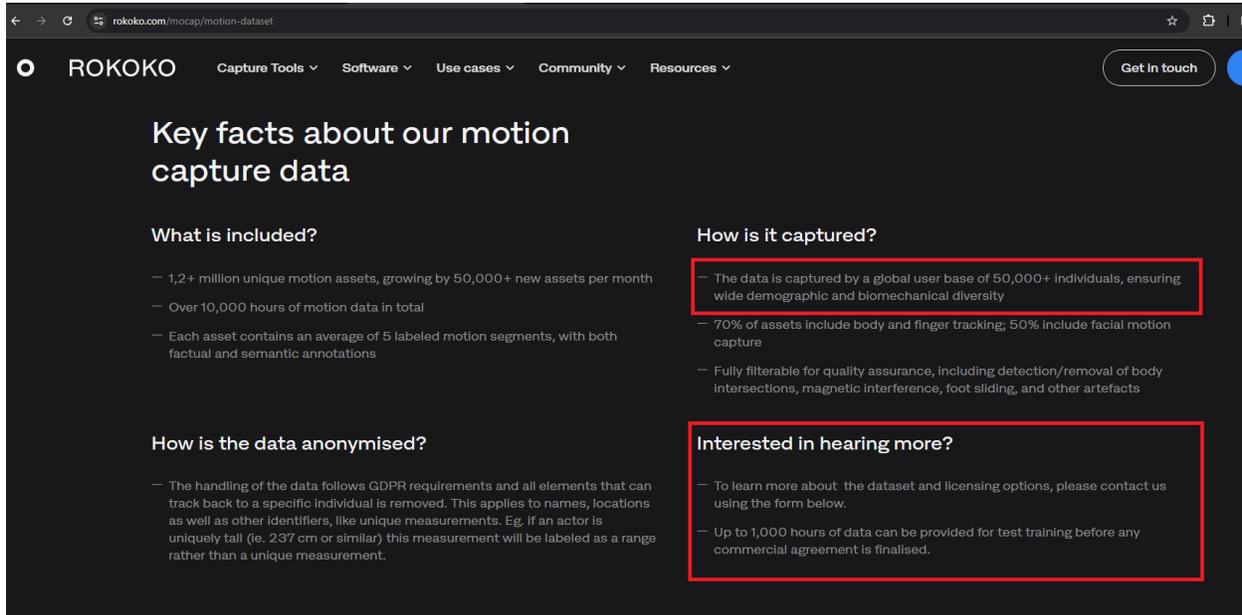
# **EXHIBIT 50**

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866 Defendant admits in multiple avenues that they collect, use, sublicense and sell  
867 users intellectual property and further offers it for sale.



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Updates to Our **Terms** of Use

 Rokoko <hi@rokoko.com>  
To: Matthew Walsh

 Reply  Reply All  Forward 

Thu 2/20/2025 7:00 AM

 If there are problems with how this message is displayed, click here to view it in a web browser.

## ROKOKO

30 days from now, on March 22, 2025, we will make a change in our **Terms** of Use.

The most significant update focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized data to third parties, while ensuring that the data can never be redistributed in its original form. It opens the door for new opportunities and enables us to stay current and lead the development of our industry, together with our valued users.

You can review the full updated **terms** [here](#). By continuing to use Rokoko products after March 22, 2025, you'll be agreeing to the updated **terms**.

If you have any questions, please don't hesitate to reach out to us on [support@rokoko.com](mailto:support@rokoko.com) or as a reply to this email.

All the best,

The Rokoko Team



Rokoko Electronics ApS

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873 Rokoko makes money from this data *today*:

The screenshot shows the top navigation bar of the Rokoko website with the logo and menu items: Capture Tools, Software, Use cases, Community, and Resources. The main heading is "How it works". A red box highlights the following text: "Text-to-Motion runs on a model trained on Rokoko's proprietary dataset, built from millions of high-quality motion recordings. When you type a prompt, the model generates a matching full-body sequence based on real human motion patterns - but never exactly like any assets it is trained on." Below this, it states: "Every generated clip can be previewed and exported like any other animation in Studio Preview. The current release supports single-character, full-body output, and we're continuously improving its range and realism through ongoing training." At the bottom of the screenshot is a video player with the title "Rokoko's Text-to-Motion is HERE | Rokoko Tutorial" and buttons for "Watch later" and "Share".

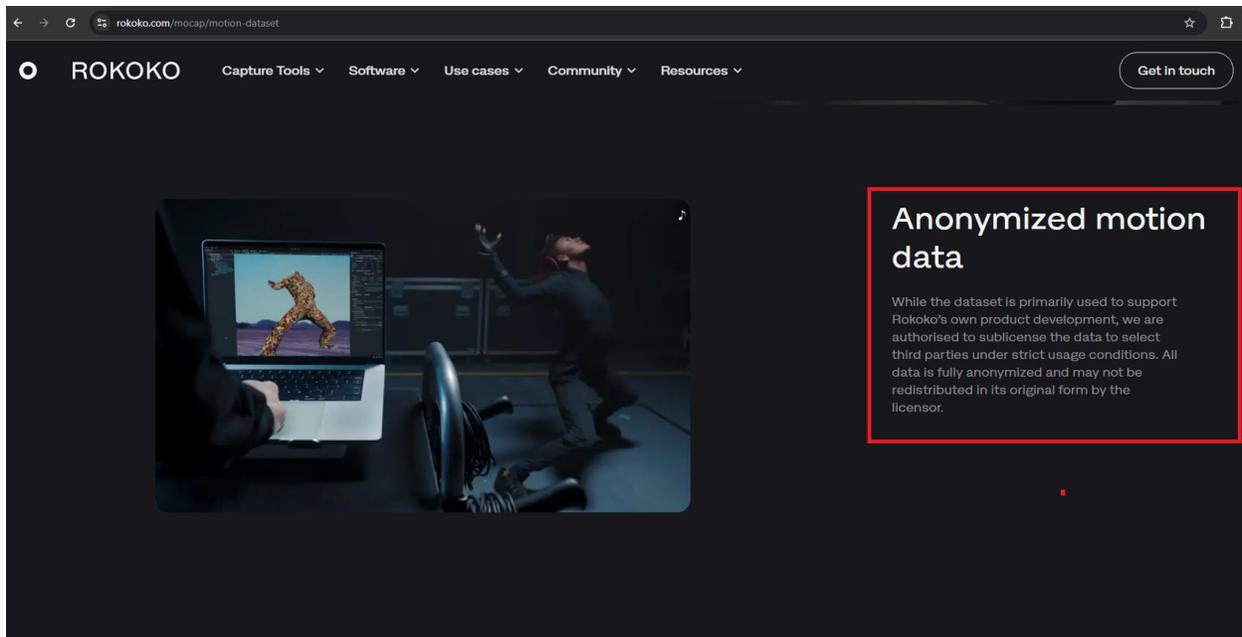
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This screenshot shows the "Try it today" section of the Rokoko website. It features a list of bullet points: "Finger data generation, bringing subtle hand motion into the mix.", "Deeper edit and blending tools for refining generated clips.", and "Broader motion coverage based on user requests and training feedback." Below the list, it says: "We'll keep iterating based on how people actually use it. Your feedback will help us guide what's worth improving, what's missing, and what's next." A red box highlights the text: "Text-to-Motion is available now in Rokoko Studio Preview for all paid plans." Below this, it says: "Update to the latest version, open the AI Tools tab, and start exploring." At the bottom, it states: "We're releasing this early because we think it already saves time, and we want to shape its evolution together with the creators who'll use it most."

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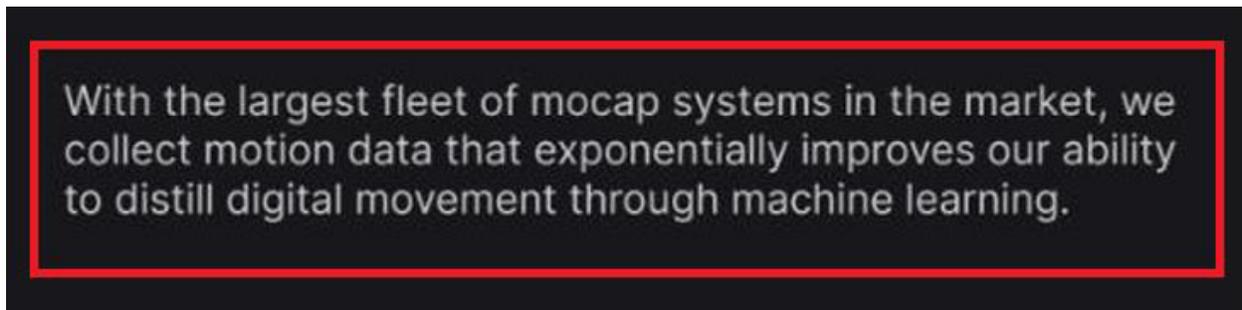


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881 From the pitch deck (2022)



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From empowering creators..

**Creator economy**

Equipping every creator with the power of animation

..to the backbone of all digital movement

**Robotics Automotive**

Rokoko customers include



**Health & Life Sciences**

Internal projects already ongoing

**Metaverse / Web 3.0**

Internal projects already ongoing

**Sports**

Internal projects already ongoing

**Safety & Security**

883

## Products

- Hardware: Full performance capture product line (7 patents)
- Software: Cloud-based software suite for editing, analysis and generating motion data
- Machine learning: The world's largest collection of motion data, exponentially increased through hardware use, continuously enforcing all tools

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## Future vision

- Core vision: Become the backbone of all digital human motion
- Metaverse opportunity: Rokoko is the missing link to create "virtual presence" in the Metaverse, i.e. natural and untethered human motion

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human motion

- New verticals: Understanding and capturing human motion is a challenge across verticals. Rokoko is positioned to become the go-to infrastructure. Development projects already ongoing in health, sports, enterprise, robotics

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# **EXHIBIT 51**

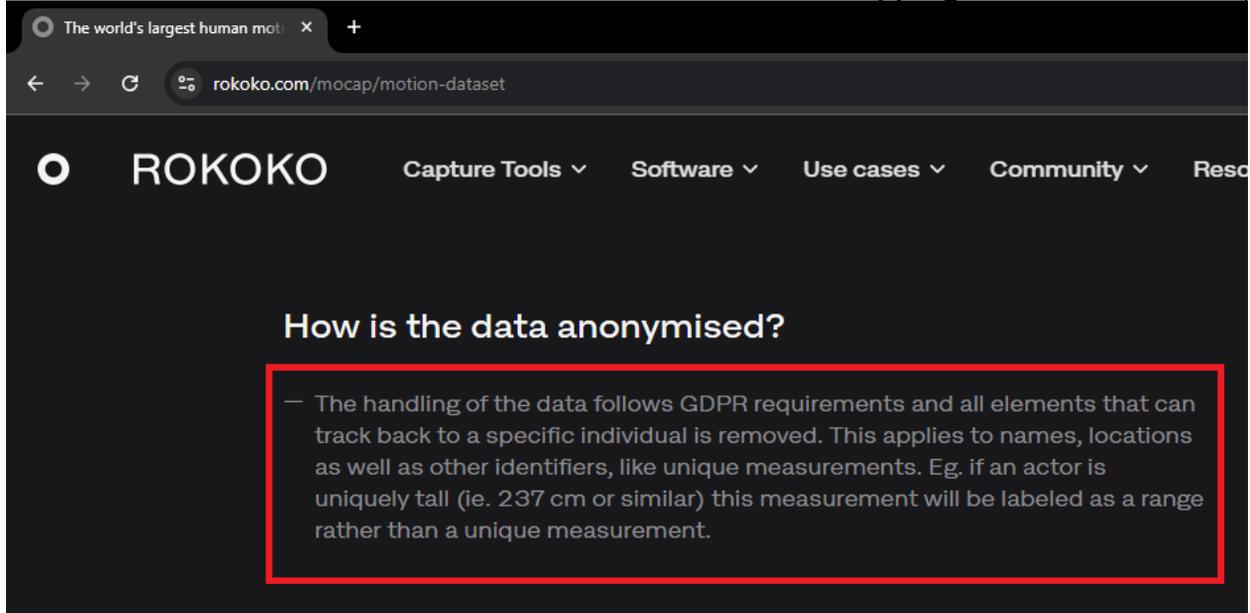
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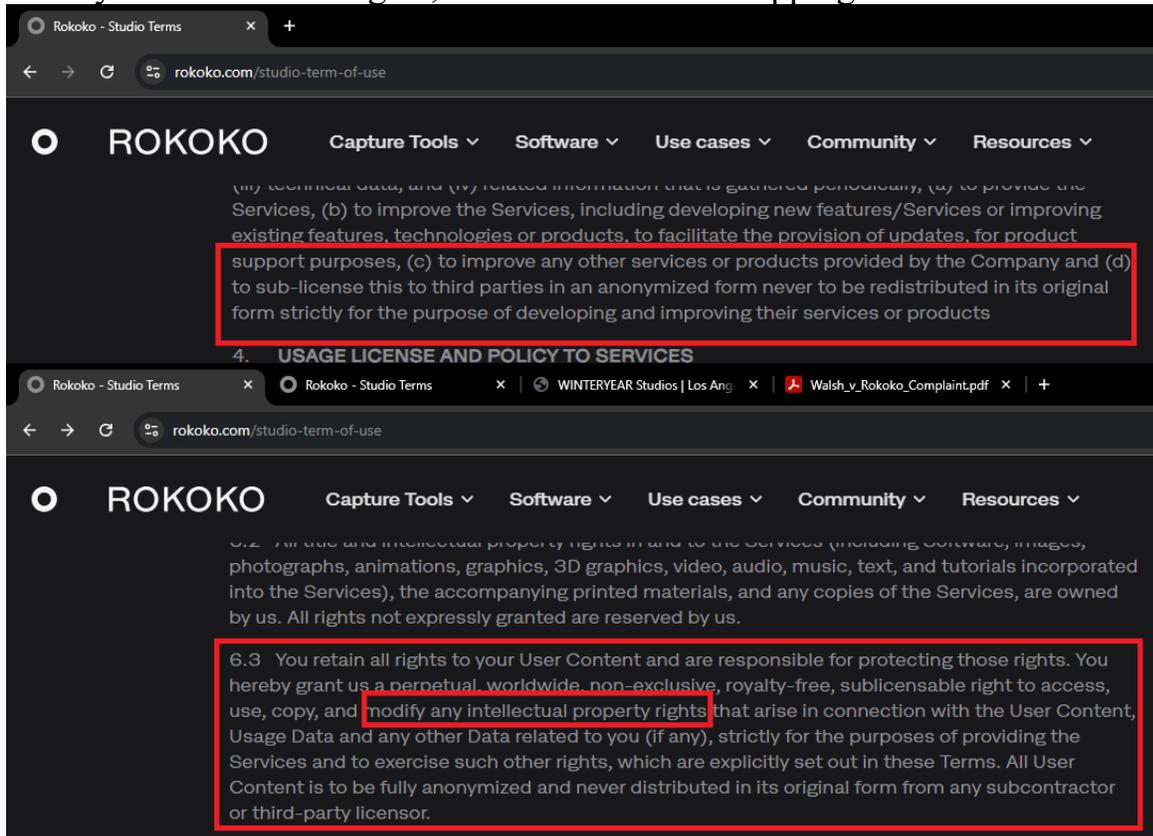
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Defendant admits this information exists and admits to stripping it:



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The terms imposed in 2025 grant retroactive rights, the right to override and modify someone else's rights, and admit to CMI stripping



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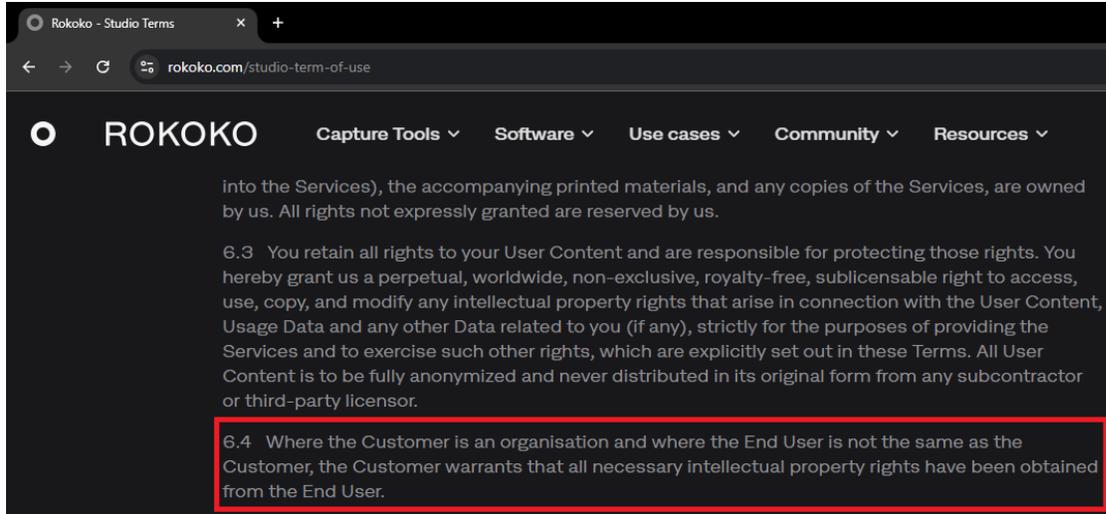
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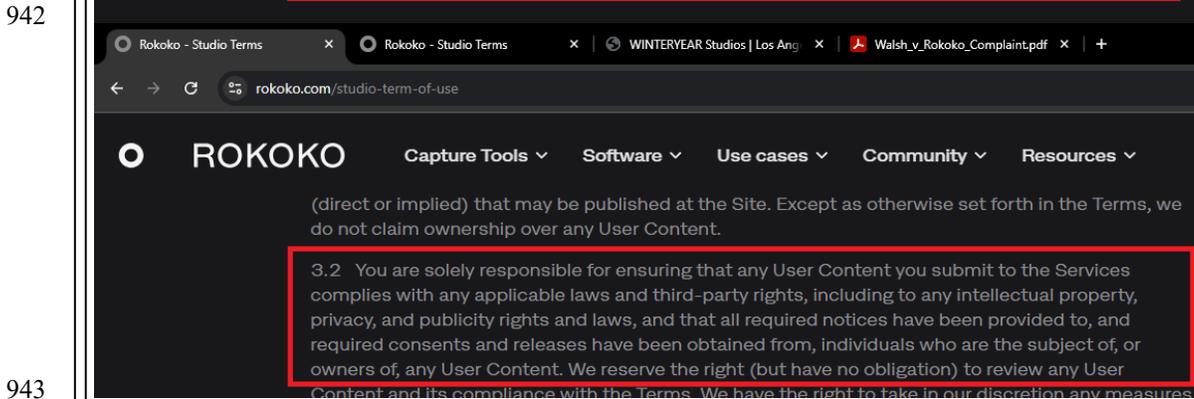
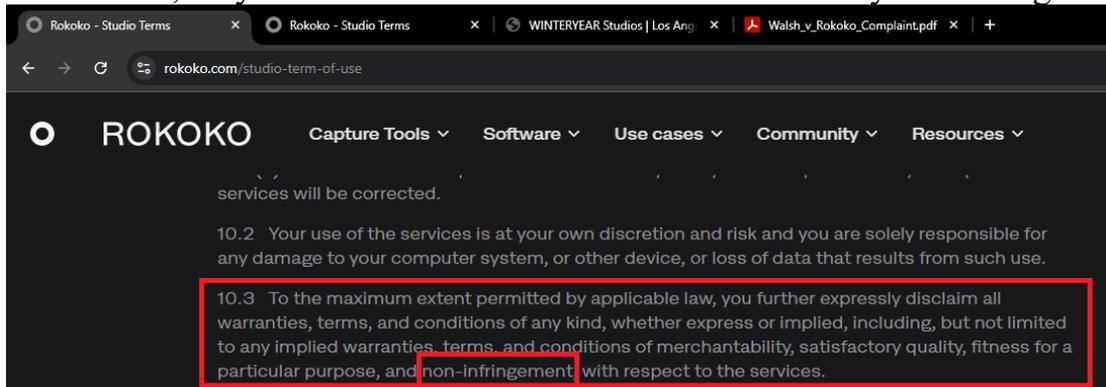
# **EXHIBIT 52**

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935 Defendant openly states as of 2025, they will take all intellectual property, *even if*  
936 *it belongs to another* (such as in a work for hire situation); and liability rests  
937 squarely on the performer for infringement.  
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941 As of 2025, they further contract themselves out of liability for infringement:



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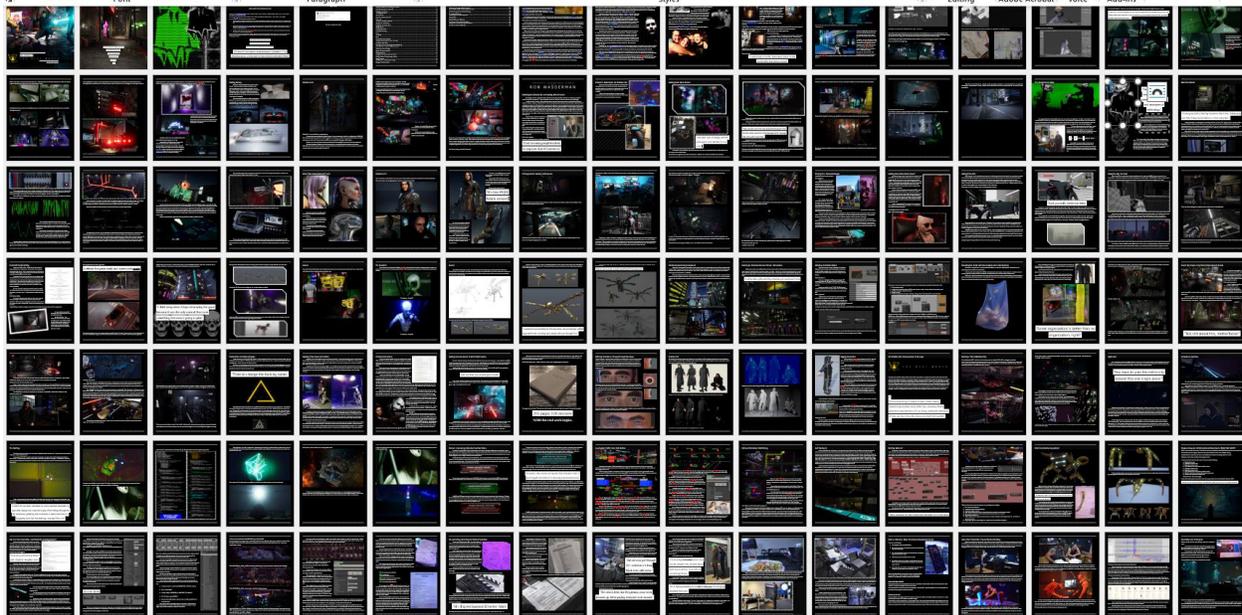
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# **EXHIBIT 53**

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A portion of just one of Plaintiff's books which were to be released:



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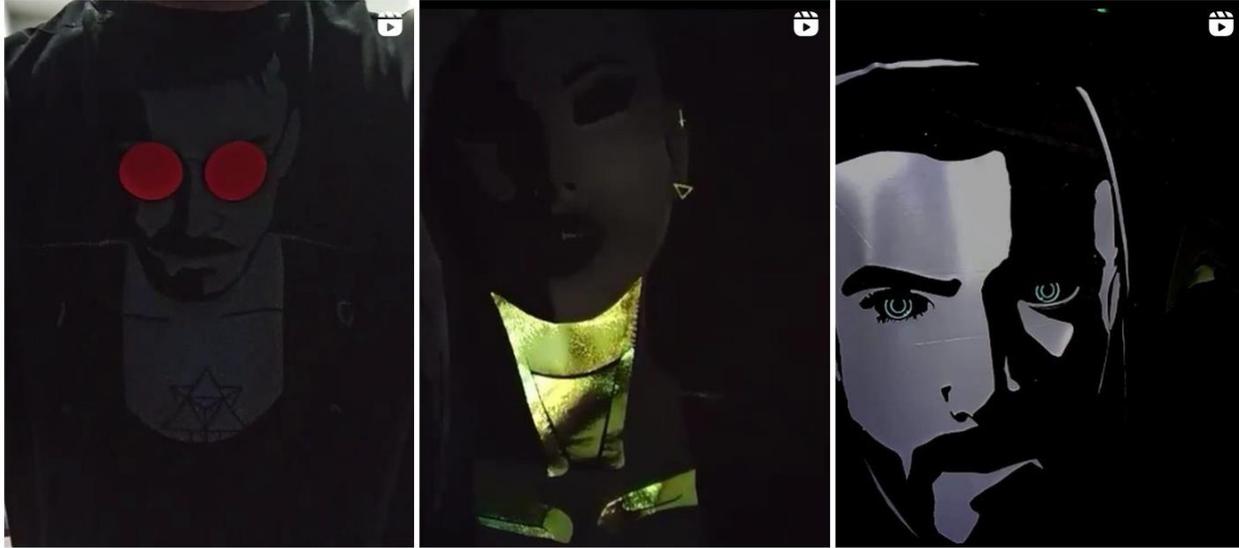
Another book, also an Alternate Reality Game set to release.

A screenshot of a social media post from the account 'winteryeargames'. The post features a QR code on the left side, which is a grid of letters and numbers. To the right of the QR code is a photograph of a game scene: a dimly lit interior space with a bar, a large tree with purple leaves, and a circular table with chairs. Below the photograph is a block of text, which appears to be a code or a message. The social media interface shows the post was liked by 'phillipd1978 and 7 others' on November 10, 2024. The post text reads: 'winteryeargames Included in the collectors edition is "The Emule Scrolls" an ARG (alternate reality game) in the form of a code book, where you scan in-game QR codes hidden in each city block and use your phone and the game to develop a cipher and decode what is within the book. The book contains every secret location, every hidden item and every side quest there is within the game. Edited · 58w'.

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960 Three of the main character t-shirts Plaintiff had put into production, with glow  
961 and foil components:



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# **EXHIBIT 54**



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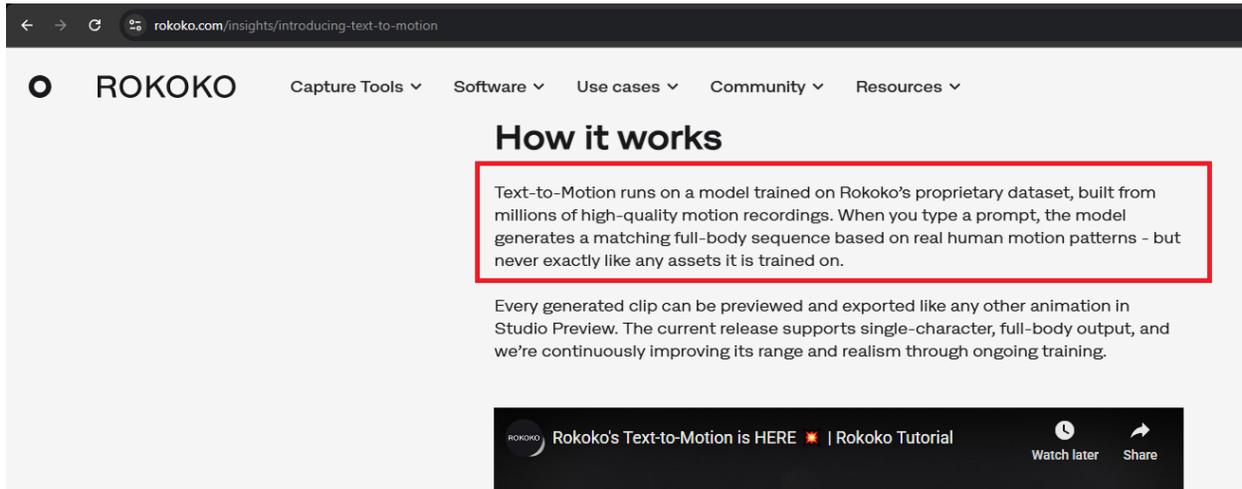
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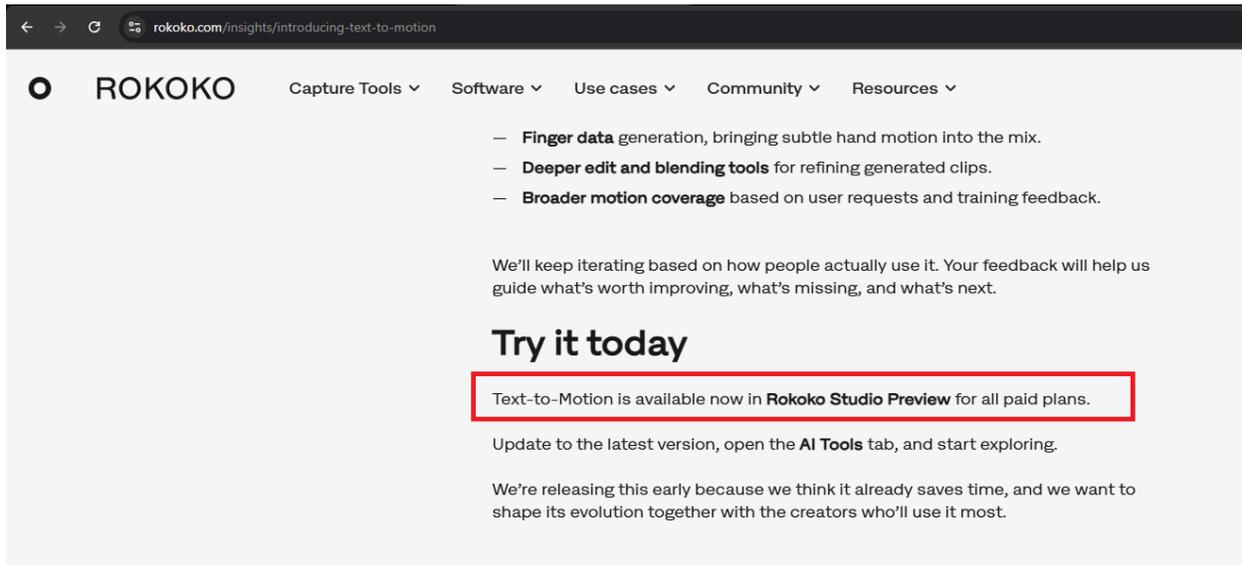
# **EXHIBIT 55**

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987 Defendant openly admits they used Plaintiff's IP to build a dataset, train an AI  
988 model and now sell subscription plans for users to use that AI model to generate  
989 derivative works.



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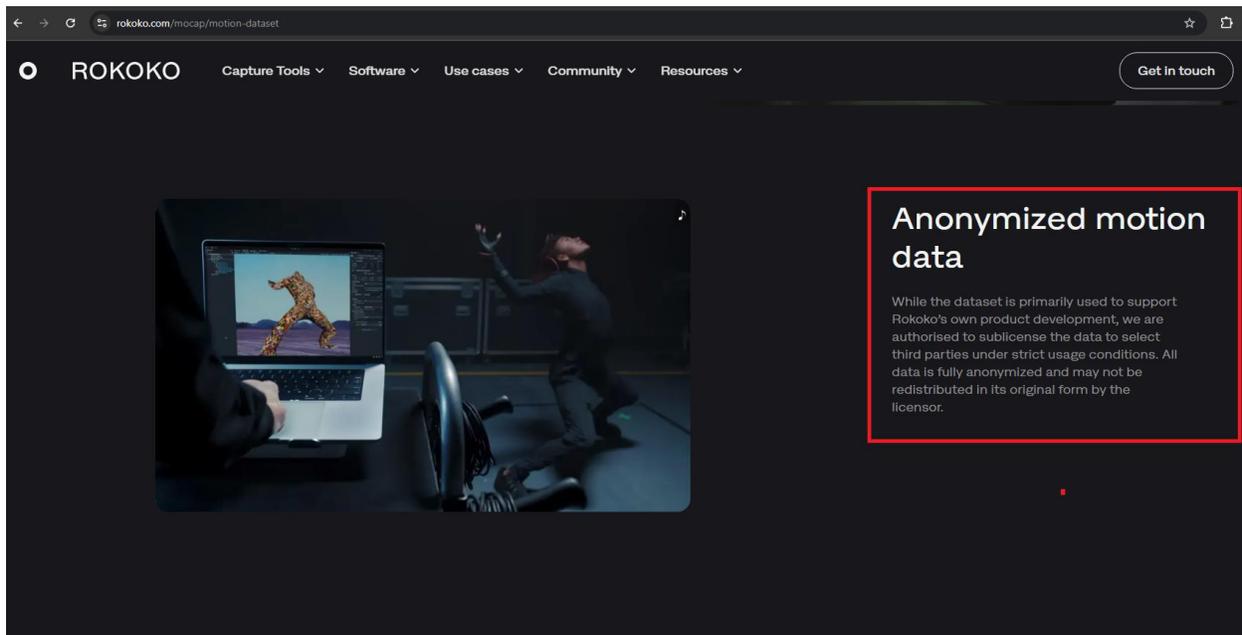
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# **EXHIBIT 56**

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1002 Defendant sublicenses Plaintiff's intellectual property as well as uses it internally  
1003 for their own projects.  
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# **EXHIBIT 57**

1016 Defendant forces consent of the EULA for users in their code, even when the user  
1017 has not consented. If any errors or issues occur, the user is deemed to have  
1018 consented regardless of action on behalf of the user.

```
authentication._loginProcess = new Process();
try
{
    if (authentication._pubApi != null && !testContext)
    {
        RmpRequestTokenInfo requestToken = await authentication._pubApi.CreateRequestToken("STUDIO2");
        authentication._requestId = requestToken.request_id;
        requestToken.family_name = "";
        requestToken.given_name = "";
        authentication._idUrl = RokokoUrls.GetEnvironmentUrl(authentication.Environment);
        authentication._idUrl = $"{authentication._idUrl}request_id={authentication._requestId}";
        authentication._loginProcess.StartInfo = new ProcessStartInfo(authentication._idUrl);
        authentication._loginProcess.Start();
    }
    else if (testContext)
    {
        RmpRequestTokenInfo requestToken = await authentication._pubApi.CreateRequestToken("STUDIO2");
        authentication._requestId = requestToken.request_id;
        RmpRequestTokenInput requestTokenInput = new RmpRequestTokenInput();
        RNGCryptoServiceProvider cryptoServiceProvider = new RNGCryptoServiceProvider();
        byte[] inArray1 = new byte[30];
        byte[] inArray2 = new byte[30];
        byte[] inArray3 = new byte[30];
        byte[] data = inArray1;
        cryptoServiceProvider.GetBytes(data);
        authentication._session = new UserSession()
        {
            userId = UserId.FromString("7de6a28a-d806-405b-b391-80b20f9091b0"),
            email = "menelaos@rokoko.com",
            accessToken = Convert.ToBase64String(inArray1),
            idToken = Convert.ToBase64String(inArray2),
            refreshToken = Convert.ToBase64String(inArray3),
            expirationTime = DateTime.UtcNow.AddSeconds(3600.0),
            refreshTokenExpirationTime = DateTime.UtcNow.AddDays(30.0),
            analyticsConsent = ConsentState.Unknown
        };
        return (CognitoResult.Success, authentication._session);
    }
}
catch (Exception ex)
{
    Logger.GetLogger<Authentication>().Information("An error occurred trying to open the login tab:" + ex.ToString());
}
TaskCompletionSource<RmpRequestTokenInfo> tcs = new TaskCompletionSource<RmpRequestTokenInfo>();
int num = await authentication._pubApi.SubscribeToTokenChange(authentication._requestId, (Action<RmpRequestTokenInfo>) (subscr
await tcs.Task.ContinueWith((Action<Task<RmpRequestTokenInfo>>) (t =>
{
    this._tokens.access_token = tcs.Task.Result.access_token;
    this._tokens.id_token = tcs.Task.Result.id_token;
    this._tokens.refresh_token = tcs.Task.Result.refresh_token;
    this._tokens.username = tcs.Task.Result.username;
    this._tokens.email = tcs.Task.Result.email;
    this._tokens.given_name = tcs.Task.Result.given_name;
    this._tokens.family_name = tcs.Task.Result.family_name;
}));
if (authentication._tokens.access_token != null && authentication._tokens.id_token != null && authentication._tokens.refresh_t
{
    authentication._hasWebSession = true;
    authentication._session = new UserSession()
    {
        userId = authentication._tokens.username,
        email = authentication._tokens.email,
        accessToken = authentication._tokens.access_token,
        idToken = authentication._tokens.id_token,
        refreshToken = authentication._tokens.refresh_token,
        expirationTime = DateTime.UtcNow.AddSeconds(3600.0),
        refreshTokenExpirationTime = DateTime.UtcNow.AddDays(30.0),
        analyticsConsent = ConsentState.Unknown,
        familyName = authentication._tokens.family_name,
        givenName = authentication._tokens.given_name
    };
}
return authentication._session.accessToken == null || authentication._session.idToken == null ? (CognitoResult.InvalidInput, (
}
catch (Exception ex)
{
    string name = ex.GetType().Name;
    Logger.GetLogger<Authentication>().Information("Sign-in Exception Type: " + name.ToString());
    CognitoResult cognitoResult = CognitoResult.UnknownError;
    switch (name)
    {
        case "UserNotFoundException":
```

Hidden backdoor by the previous developer who quit Rokoko in 2023.

Consent for analytics exists in code, but the user can never choose to actually consent or not. Rokoko forces it behind the scenes.

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```
cognitoUser.SessionTokens = new CognitoUserSession((string) null, authentication._session.accessToken, (string) null, new DateTime(
try
{
// ISSUE: reference to a compiler-generated method
return await authentication.TaskOrTimeout((Task) cognitoUser.GetUserDetailsAsync(), ct, userResponse: new Action<GetUserResponse>
}
catch (Exception ex)
{
return CognitoResult.UnknownError;
}
}
```

```
public async Task<CognitoResult> SetUserAttributeOptedInAnalytics(
ConsentState consent,
CancellationToken ct)
{
Authentication authentication = this;
CognitoUser cognitoUser = new CognitoUser(authentication._session.userId.Value, authentication._config.cognitoClientId, authenticat
cognitoUser.SessionTokens = new CognitoUserSession(authentication._session.idToken, authentication._session.accessToken, authentica
try
{
return await authentication.TaskOrTimeout(cognitoUser.UpdateAttributesAsync((IDictionary<string, string>) new Dictionary<string,
{
{
"custom:studio_ut_opt_in",
consent == ConsentState.Accepted ? "true" : "false"
},
{
"custom:studio_eula_v2_read", <-- falsify that they read the EULA and report
"true"
}
}), ct);
}
catch (Exception ex) if any error happens, just pretend they accepted the EULA and analytics
{
return !(ex.GetType().Name == "NullReferenceException") ? CognitoResult.UnknownError : CognitoResult.Success;
}
}
```

```
private string MapJobArea(JobArea jobArea)
{
switch (jobArea)
{
case JobArea.AnimationVfx:
return "animation_vfx";
case JobArea.GameVrArDevelopment:
return "game_vr_ar";
case JobArea.AdvertisementCommunication:
return "advertisement_communication";
case JobArea.Academic:
return "academic";
case JobArea.SportsHealth:
return "sports_health";
case JobArea.Other:
return "other";
default:
return "other";
}
}
```

```
private static string MapOrganizationSize(OrganizationSize size)
{
switch (size)
{
case OrganizationSize.One:
return "1";
case OrganizationSize.TwoPlus:
return "2_10";
case OrganizationSize.ElevenPlus:
return "11_50";
case OrganizationSize.FiftyPlus:
return "51_200";
case OrganizationSize.TwoHundredPlus:
return "201_500";
case OrganizationSize.FiveHundredPlus:
return "500_";
default:
return "1";
}
}
```

```
private async Task<CognitoResult> TaskOrTimeout(
```

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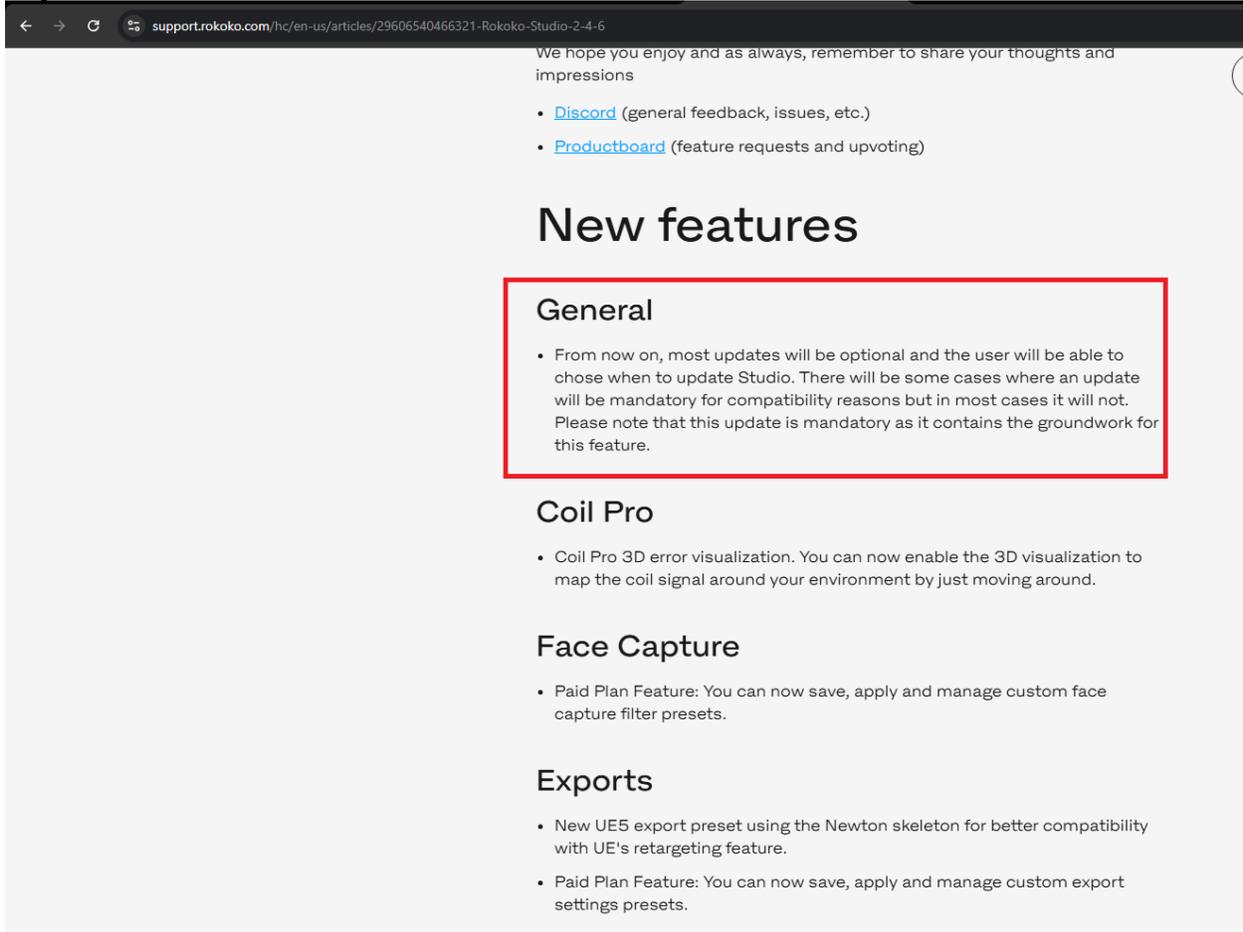
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# **EXHIBIT 58**

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1030 Defendant claims all updates are optional “from now on”, yet forces updates on  
1031 anyone who tries to use an older version



The screenshot shows a web browser window with the URL [support.rokoko.com/hc/en-us/articles/29606540466321-Rokoko-Studio-2-4-6](https://support.rokoko.com/hc/en-us/articles/29606540466321-Rokoko-Studio-2-4-6). The page content includes a header with navigation icons, a message: "We hope you enjoy and as always, remember to share your thoughts and impressions", and two links: "Discord (general feedback, issues, etc.)" and "Productboard (feature requests and upvoting)". The main heading is "New features". Below it is a red-bordered box titled "General" containing a bullet point: "From now on, most updates will be optional and the user will be able to chose when to update Studio. There will be some cases where an update will be mandatory for compatibility reasons but in most cases it will not. Please note that this update is mandatory as it contains the groundwork for this feature." Below the box are sections for "Coil Pro", "Face Capture", and "Exports", each with a bullet point describing a new feature or paid plan feature.

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<https://winteryear.com/videoView.php?id=200>

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