

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**  
8

MATTHEW R. WALSH

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

Plaintiff In Pro Per,

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

vs.

ROKOKO ELECTRONICS  
(AND DOES 1 THROUGH 50,  
INCLUSIVE)

**DECLARATION OF MATTHEW R.  
WALSH re: Evidentiary Package IN  
SUPPORT OF PLAINTIFF’S  
MOTION FOR SUMMARY  
JUDGMENT, OR IN THE  
ALTERNATIVE, FOR  
PARTIAL SUMMARY JUDGMENT**

Defendant

*Hearing Date: May 18, 2026  
Time: 1:30 PM*

**State Court Action Filed:** May 12, 2025  
**Removal Date:** June 12, 2025  
**Discovery Cutoff:** August 10, 2026  
**Trial Date:** March 9, 2027

9 I, Matthew R. Walsh, declare I am the Plaintiff in this matter. I have  
10 personal knowledge of the following facts and if called as a witness I could and  
11 would testify competently hereto.  
12  
13

14 **CERTIFICATE OF AUTHENTICITY FOR ALL EXHIBITS**

15 All text, images and exhibits herein are true and accurate copies which I  
16 have received or have made and I am authenticating each and every one of them  
17 under the penalty of perjury.

---

19  
20 **EVIDENCE CONTAINS ANNOTATIONS AND HIGHLIGHTING:**

21 Certain technical exhibits, including computer code, MITM captures and hex  
22 editor outputs, contain red annotations and highlighting. These markings were  
23 added by the Plaintiff—acting in his capacity as a technical expert—specifically to  
24 assist the Court and Defense counsel in navigating highly complex data that the  
25 Defense previously indicated they could not easily interpret. Additionally, these  
26 annotations and markings were made in good faith as Defense Counsel provided  
27 no expert witnesses in their initial disclosures or throughout this matter.

28 Beyond these clearly identifiable annotations, the underlying data remains a  
29 true and accurate record of the original evidence. Further, the evidence in question  
30 is also shown being captured and is provided in video format absent of these  
31 annotations. This evidence is presented in the exact form it was produced during  
32 discovery; it has stood unrebutted by the Defense and remains the most accurate  
33 available representation of the technical facts at issue.

34 Defense has remained in possession of these exact exhibits throughout the  
35 discovery process without raising a single objection to their format or clarity; as  
36 such, any challenge to the authenticity or presentation of this evidence at this stage  
37 should be considered waived.

38  
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164 ..... 370

165  
166  
167

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

170

171 Executed this April 8, 2026, in Santa Clarita, California.

172



Matthew R. Walsh  
Plaintiff In Pro Per

173

174

175

176

177

# **EXHIBIT 1**

178

## **Plaintiff's contracts**

179

180 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]

181



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]

182

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

183

**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]

184

**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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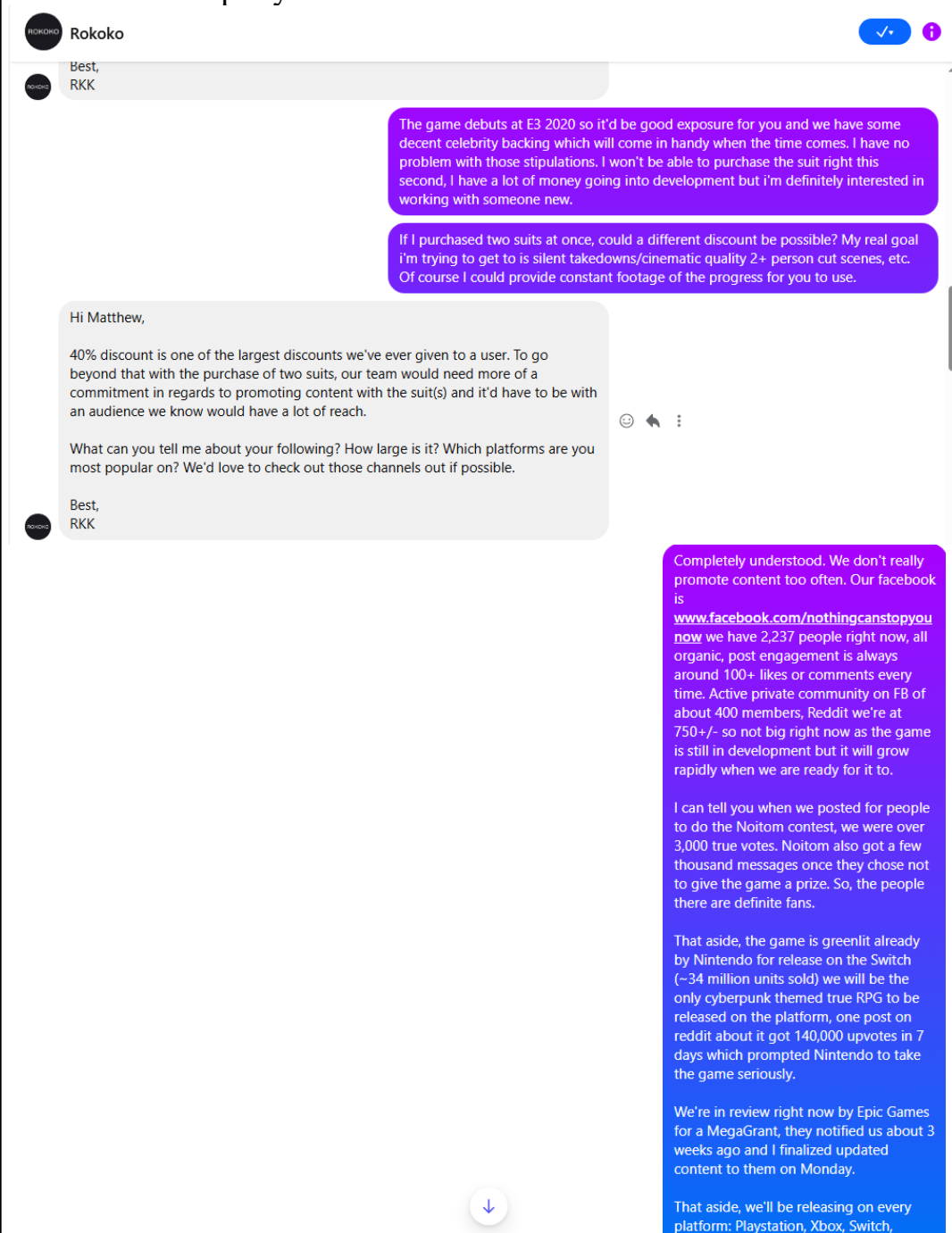
# **EXHIBIT 2**

192

**Facebook messages between Plaintiff and the Defendant**

193

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



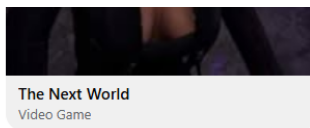
196

197

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.



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.

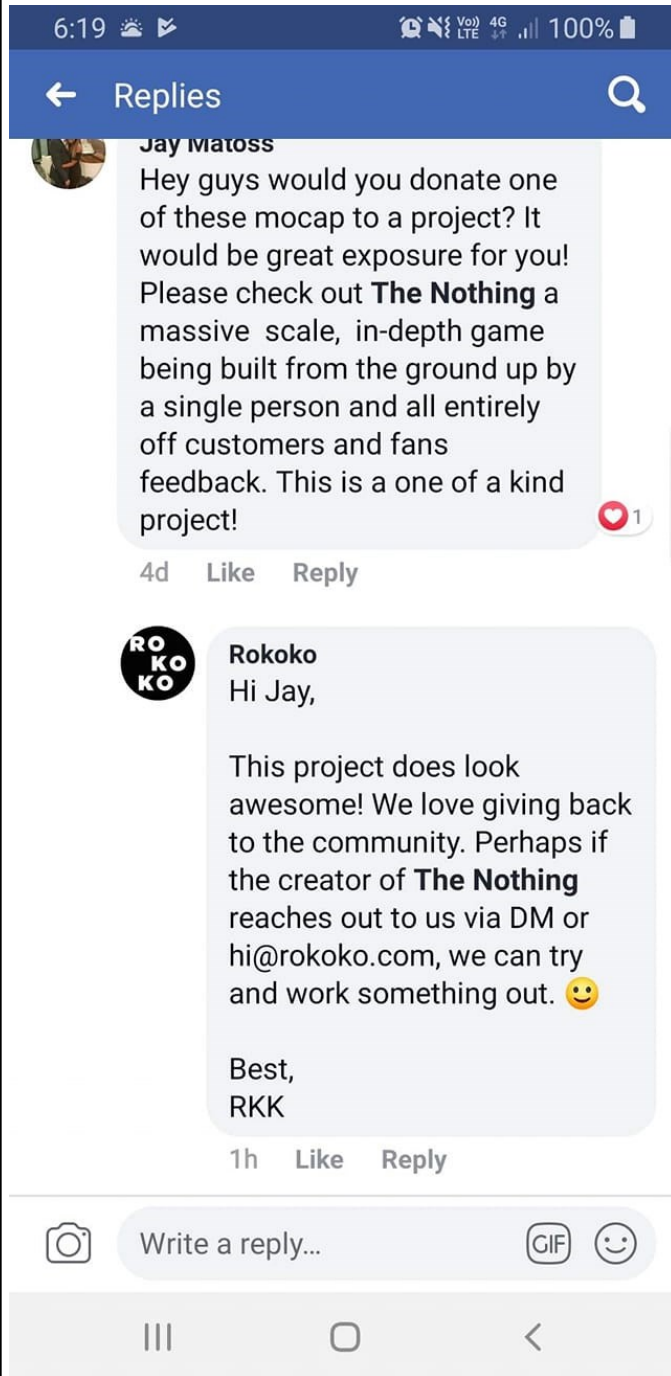
7/24/15, 1:41 PM

198

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200

Plaintiff and Defendant were introduced by an unaffiliated fan of Plaintiff's game



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202  
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# **EXHIBIT 3**

207

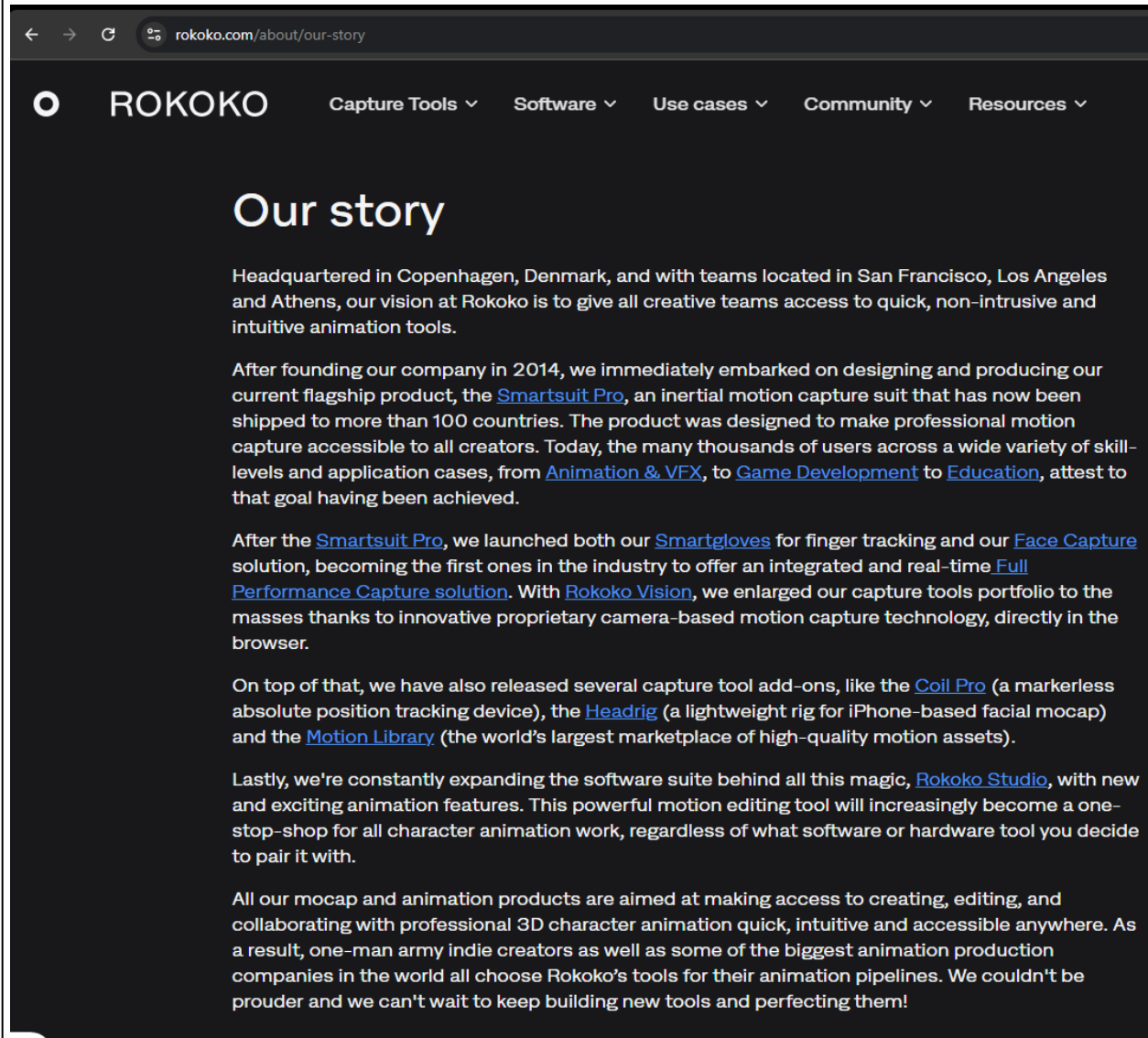
**Defendant claims of “teams” in worldwide cities.**

208

209

210 Defendant represents that it has “teams” in major worldwide cities on public  
211 marketing documents

212



213

214

215 Defendant in Court states there is only one California employee:

REED SMITH L  
A limited liability partnership formed in

13 10. Rokoko has one employee in California, who reports to Rokoko's CEO and  
14 myself in Copenhagen. Within the last year, Rokoko transitioned from leasing space in  
15 a co-working office in San Francisco, California to a completely virtual office.

16 11. Rokoko Electronics, Inc. has never had any interest in an entity known as Rokoko  
17 LLC, or any Delaware LLC at any point in time.

18  
19 I declare under penalty of perjury under the laws of the State of California and the  
20 United States that the foregoing is true and correct.

21  
22 Executed this 28th day of July, 2025, in Copenhagen, Denmark.

23 DocuSigned by:  
24   
25 03D7DF65261E4B0...  
Mikkel Overby

216

217

218

219

# **EXHIBIT 4**

220

## **Rokoko's worldwide addresses**

221

222 **CESAR CHAVEZ ST APARTMENTS**

223 Rokoko Electronics, Inc was registered to 4140 Cesar Chavez St. in San Francisco  
224 through 2024 on official SOS records.

Houses / California / San Francisco County / San Francisco / Noe Valley

### 4140 Cesar Chavez St

San Francisco, CA 94131

[Add a Commute](#)

17 Photos

Similar Rentals Nearby

**428 88th St**  
428 88th St, Daly City, CA 94015

**\$3,250**  
Total Monthly Price  
11 Month Lease  
House for Rent

225  
226  
227

228

# GALVANIZE COWORKING SPACE

229

Rokoko's records since 2016 show 44 Tehama St, San Francisco as a location

GALVANIZE SAN FRANCISCO

yelp.com/biz/galvanize-san-francisco-san-francisco

Shared Office Spaces San Francisco, CA

Galvanize San Francisco

3.8 (33 reviews)

Claimed • Shared Office Spaces, Vocational & Technical School

Yelpers report this location has closed. Find a similar spot.

Write a review Add photos/videos Share Save

Do you recommend this business? Yes No Maybe

Services Offered Verified by Business

Office space rental

Location & Hours Suggest an edit

galvanize.com

Get Directions 44 Tehama St San Francisco, CA 94105

Start request

230

231

232 THE ARCHERY COWORKING / ART RENTAL SPACE

233 Rokoko SOS records listed 498 Alamaba St., San Francisco as a location

The screenshot displays the Yelp profile for 'The Archery'. The header features the business name 'The Archery' with a 5.0 star rating based on 1 review. The status is 'Unclaimed' and the primary services are 'Art Space Rentals, Video/Film Production'. The business is open from 9:00 AM to 6:00 PM. A map shows the location at 470 Alabama St, San Francisco, CA 94110. The hours of operation are listed as follows:

Day	Hours	Status
Mon	9:00 AM - 6:00 PM	Open now
Tue	9:00 AM - 6:00 PM	
Wed	9:00 AM - 6:00 PM	
Thu	9:00 AM - 6:00 PM	
Fri	9:00 AM - 6:00 PM	
Sat	Closed	
Sun	Closed	

Contact information includes the website [thearcherysf.com](http://thearcherysf.com) and the phone number (415) 766-0362. A 'Get Directions' button is also present, leading to the address 470 Alabama St, San Francisco, CA 94110.

234

235

236 **THE FARM SAN FRANCISCO COWORKING SPACE**

237 Rokoko presently lists 166 Geary St., 15th Floor as their San Francisco office

238 location. (Mailbox #15)

The Farm SF - Coworking Space

pluria.co/coworking-spaces/usa/san-francisco/2276--the-farm-sf

pluria EN Book a demo

Explore / USA / San Francisco / Workspace

**This spot + a thousand more.  
All with Pluria**

Find the right solution for your team.

See the options

See all the photos

< Back to spaces

Coworking

# The Farm SF

San Francisco, 166 Geary Street, 15th floor, USA

Availability: 15 desks · 2 rooms

Opening hours: Open until 17:00

See the schedule

## About The Farm SF

239

240

241 **STONE SOUP COWORKING SPACE – Athens, Greece**

242 Rokoko lists Charilaou Trikoupi 18 as their Athens, Greece location

The screenshot shows a web browser displaying the Stone Soup coworking space listing on the Seats2Meet website. The browser's address bar shows the URL 'seats2meet.com/en/locations/833/stone-soup'. The website header includes the 'SEATS 2 MEET' logo and navigation links for Home, Locations, Events, Network, More..., and EN. The main content area features the title 'Stone Soup' with a 10.0 rating, the address 'Char. Trikoupi 18, Athens, Greece', and a large image of the space. Below the main image are three smaller images showing different areas of the space. To the right of these images is a list of three bullet points: 'Space where people truly meet', 'Access to the Seats2meet value network', and 'Realize more meaning with your meeting than just renting a location'. Below the images and text is a navigation bar with tabs for Overview, Meeting spaces, Workspaces, Events, Stories, and Reviews. The main text describes the location and services of Stone Soup. On the right side, there is a 'What are you looking for?' section with buttons for 'Meetingspace' and 'Workspace', a date and time selector for 'Apr 6, 2026 16:00 -', a person icon with the number '1', and a 'Search' button. At the bottom left, there is an 'Address information' section with a map.

243

244

245 **CORPNET INCORPORATED REGISTERED AGENTS;**

246 **also OFFICE HUB COWORKING SPACE**

247 Rokoko is registered to Corpnet Incorporated. Which is also located at the address  
248 31416 Agoura Rd. #118, Westlake Village, CA which Rokoko lists as their Los  
249 Angeles location.

31416 Agoura Rd, Westlake Vill... x + Ask Gemini - □ x

office-hub.com/properties/31416-agoura-rd-westlake-village-ca-a0v3m00000Q6XQEAA3 ☆ | 🗂️ | 📄 | 🗨️ | 🧑 | 🆕 New Chrome available

Office HUB 646 741 8226 Enquire Now

Home > United States > CA > Westlake Village > 31416 Agoura Rd

HUB101

**31416 Agoura Rd**

© 31416 Agoura Rd Westlake Village CA 91361, United States

Our dedicated desk area is perfect for entrepreneurs who want to have their own personal desk but still receive the perks and benefits of coworking. In this space, you can personalize your area, leave your belongings behind, and lock up when you're done. Like coworking and our private offices, Dedicated Desks come with the benefits of coworking, including:-Free wifi-An assigned access keycard-Coffee/tea-Mentorship and office hours with industry experts-Access to our events Our private offices are the perfect size for teams of 1 to 5, depending on the space. While our private offices come with desks and chairs, you are free to customize them as...

[Read more >](#)

Bus Station

250

251

252

253

254

# **EXHIBIT 5**

255

**Shipping box from COO Mikkel Overby to Plaintiff**

256

257 Rokoko COO, Mikkel Overby personally made shipments to Plaintiff.



258



FROM	
Tax ID/EIN/VAT No.:	
Contact Name: Mikkel Lucas Overby	
Rokoko Electronics	
Sankt Gertruds Straede 6E	
Copenhagen C 1129	
Denmark	
Phone: 004540242612 (1129)	

SHIP TO	
Tax ID/VAT No.:	
Contact Name: Matthew Walsh	
Matthew Walsh	
SANTA CLARITA, CA 91350	
United States	
Phone: (661) 644-0012	

Invoice	
Waybill Number:	[REDACTED]
Shipment ID: 1F	[REDACTED]
Date: 22/SEP/2020	
Invoice No:	
PO No:	
Terms of Sale (Incoterm):	
Reason for Export: Sample	

SOLD TO INFORMATION	
Tax ID/VAT No.:	
Contact Name: Matthew Walsh	
Matthew Walsh	
SANTA CLARITA, CA 91350	
United States	

260

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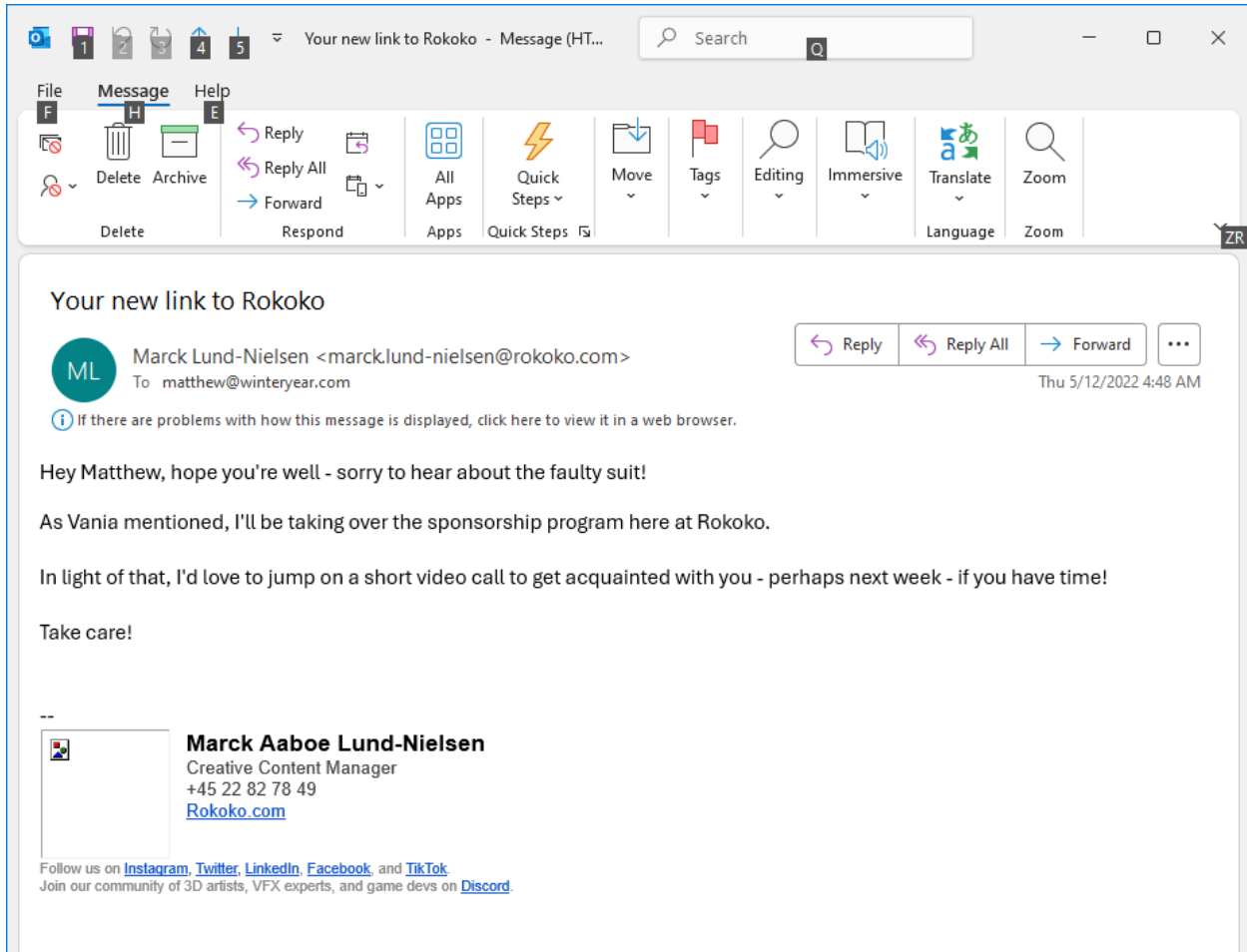
# **EXHIBIT 6**

264

## **Rokoko e-mail, sponsorship program**

265

266 Defendant contacted Plaintiff by e-mail to introduce himself as the new  
267 sponsorship program affiliate



268  
269

270

271

272

# **EXHIBIT 7**

273

**Rokoko e-mail “still using our original software...**

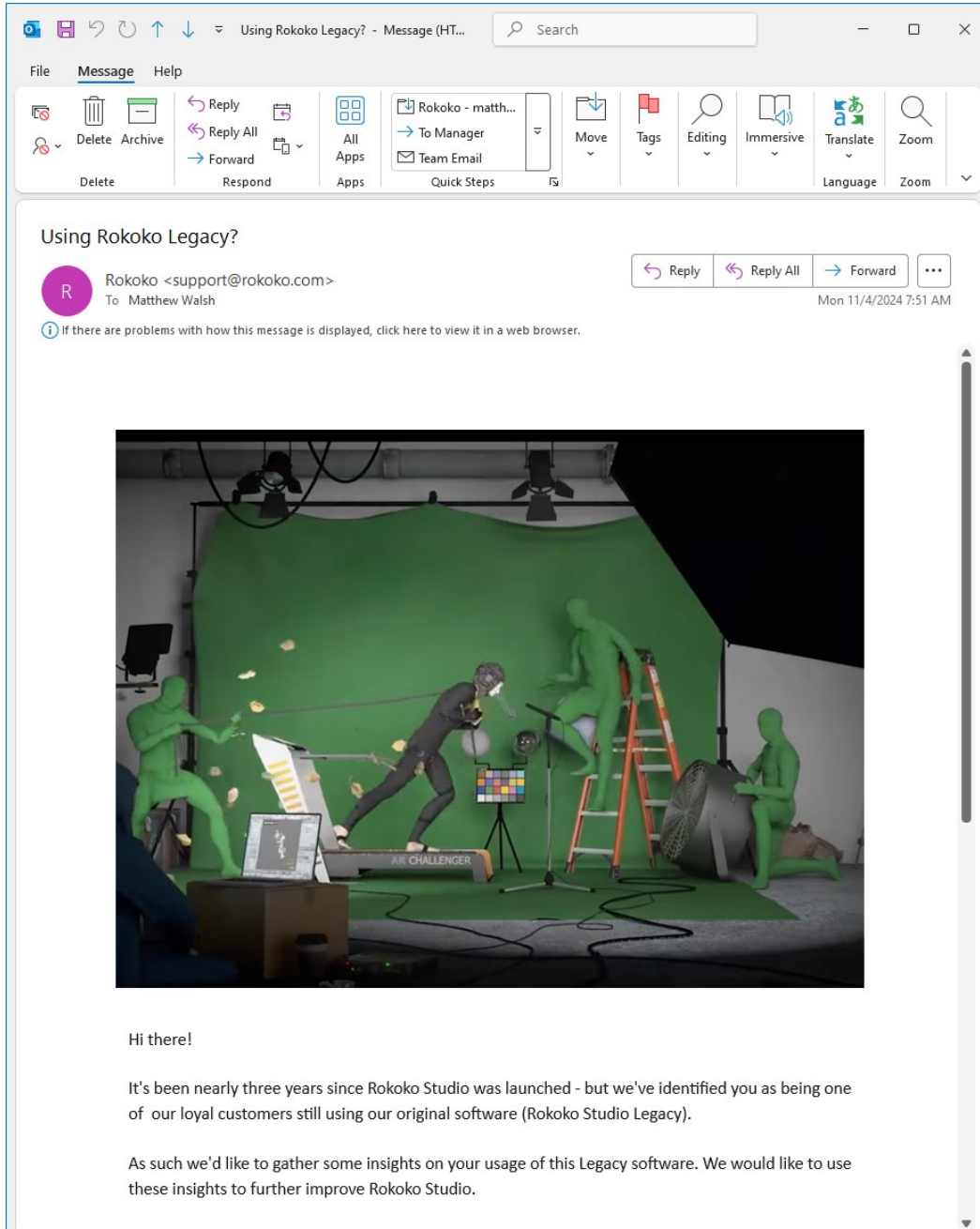
274

**Rokoko Studio Legacy”**

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276 Defendant sent a 2024 e-mail indicating they recognize Plaintiff as still using the  
277 original 2020 software Rokoko Studio Legacy.

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282 Defendants 2024 e-mails indicate Plaintiff's equipment will only work with legacy.

The screenshot shows an Outlook email interface. The subject is "Your Smartsuit Pro I - Message (HTML)". The sender is Dan Nikolaison (daniel.nikolaison@rokoko.com) and the recipient is Matthew (matthew@winteryear.com). The email content includes:

Hi Matthew,

I just wanted to give you one more heads up about the Smartsuit Pro I coming to the end of its product life cycle. From the 1st of October, your Smartsuit will no longer be supported by Rokoko Studio.


This doesn't necessarily mean that your suit will stop working. But it does mean that future updates for Rokoko Studio will not be tested for compatibility with the Smartsuit Pro I.

**The Smartsuit Pro I will continue to work in [Studio Legacy](#).**

Please also note that were you to opt for an upgrade to a Smartsuit Pro II, as an original suit owner, you would be able to claim a \$500 discount.

If you have any questions about this change, or would like to know more about the upgrade, please don't hesitate to let me know.

Best regards,



**Dan Nikolaison**  
Customer Success Manager

Follow us on:

283

284

285 “While this shouldn’t hinder your use of the Smartsuit Pro I in the short term”

Important Info: Regarding Your Smartsuit Pro I



Gustav Jakobsen <gustav.jakobsen@rokoko.com>  
To matthew@winteryear.com

Reply Reply All Forward

Mon 5/13/2024 4:30 AM

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

Hi again,

I wanted to follow up on my previous message about your Smartsuit Pro I reaching the end of its product cycle. In short, this means that the suit will no longer receive any firmware updates, nor be supported by updates to Rokoko Studio.

While this shouldn’t hinder your use of the Smartsuit Pro I in the short term, it does mean that we aren’t able to guarantee that future updates will be tested for compatibility with the Smartsuit Pro I.

We will also be keeping the door open for our Smartsuit Pro I users to upgrade to a Smartsuit Pro II at a specially discounted rate. Is that something you would be interested in hearing more about?

Kind regards,

On Thursday, 2 May 2024, 15:55:03 +0200, Gustav Jakobsen <gustav.jakobsen@rokoko.com> wrote:

Hi Matthew,

I just wanted to reach out personally to check in after Rokoko's email a few days ago. In case you missed it, Rokoko has announced that the Smartsuit Pro I will no longer be supported with updates from October 1st this year.

While Rokoko Studio **Legacy** will continue to work as it does today, we won’t be able to guarantee that future updates to Rokoko Studio will be compatible with the Smartsuit Pro I.

It’s bittersweet, seeing as the Smartsuit Pro I was our original flagship product back when we first entered the market ten years ago. But this move will enable us to focus our efforts on further developing the Smartsuit Pro II and Coil Pro.

So I’m here if you want to have a chat about it, and if upgrading to the Smartsuit Pro II is something you wish to consider, I will make sure to offer you the best deal to make this transition as easy as possible.

Would you be interested in having a chat on this?

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# **EXHIBIT 8**

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## **Rokoko Installers & Embedded Terms & Conditions**

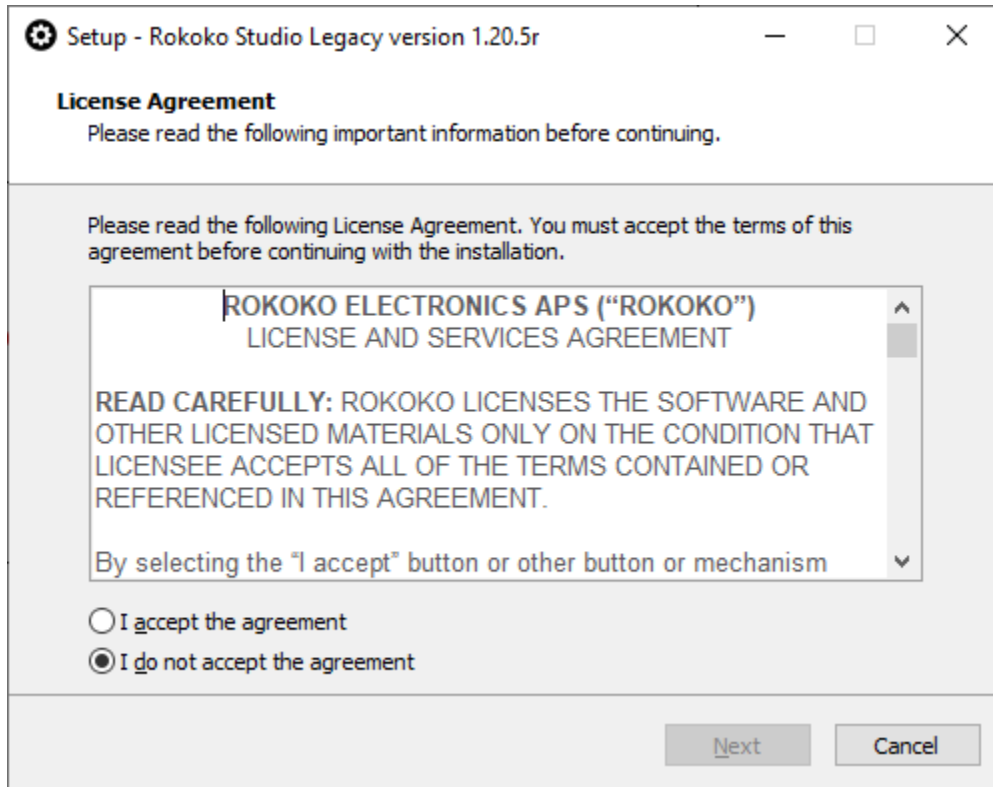
291

292

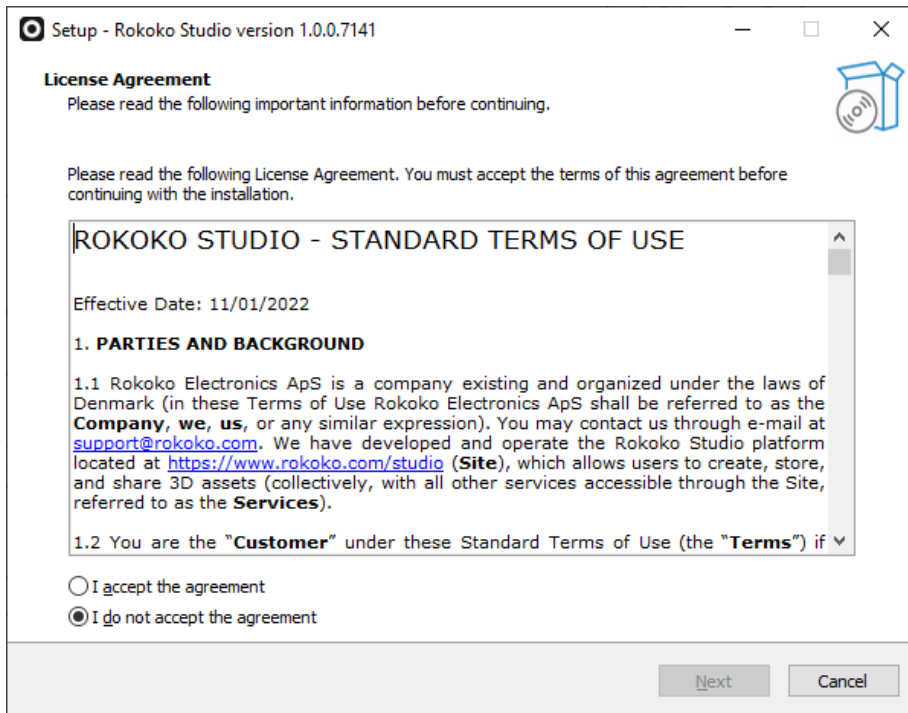
293 Defendants installers come embedded with terms & conditions respective to the  
294 years they are released.

295

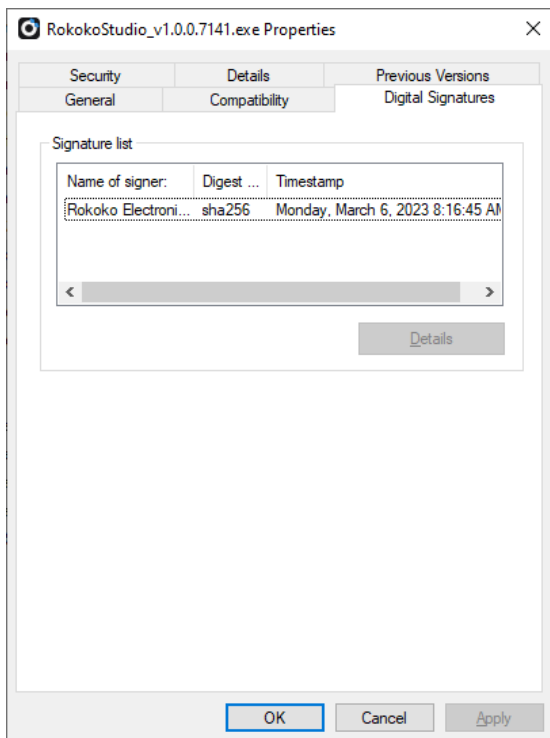
296 2020 Terms



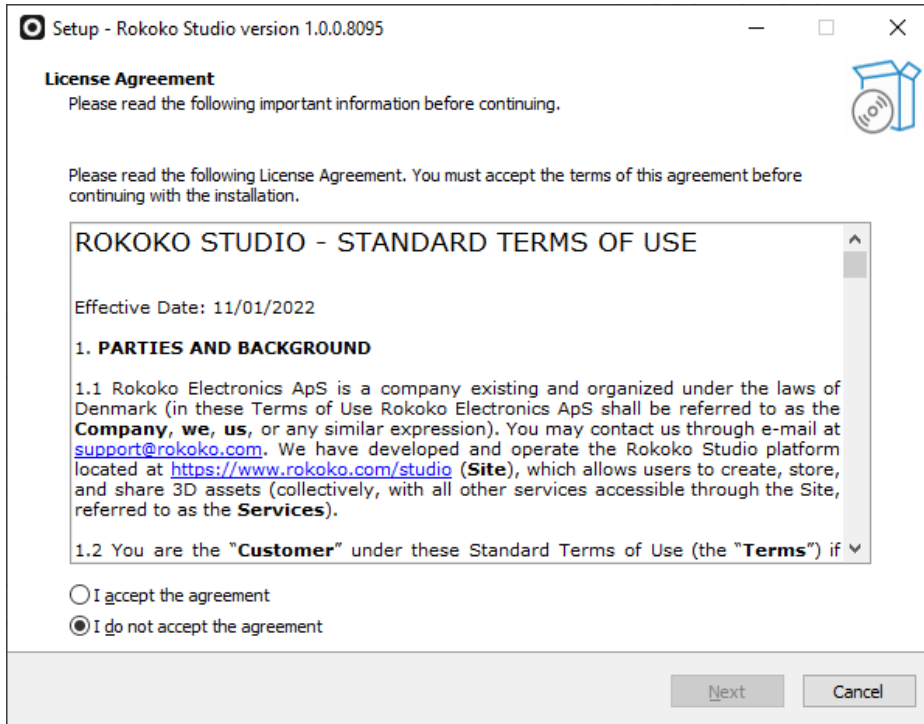
299 The 2022 terms remain active through March, 2025.



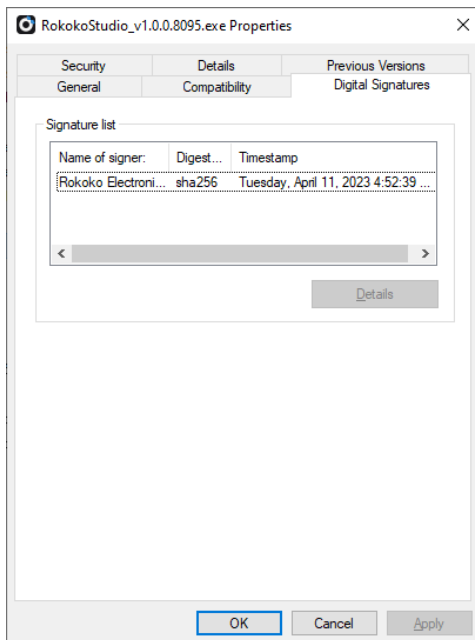
300



301

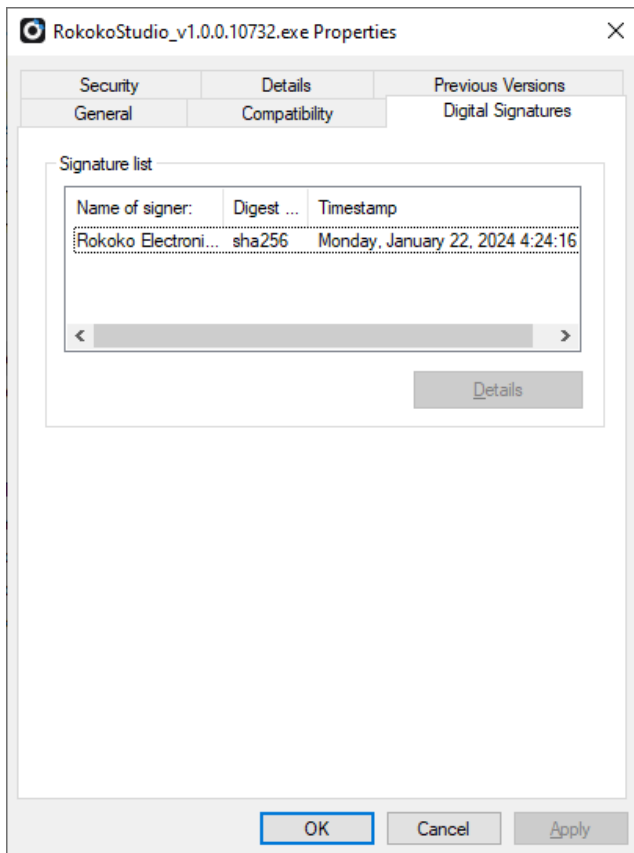
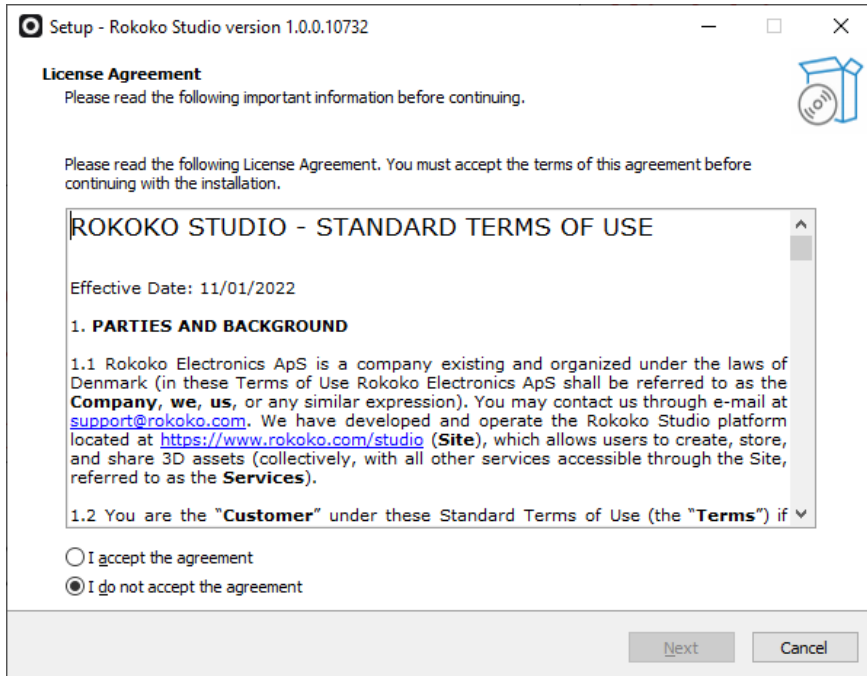


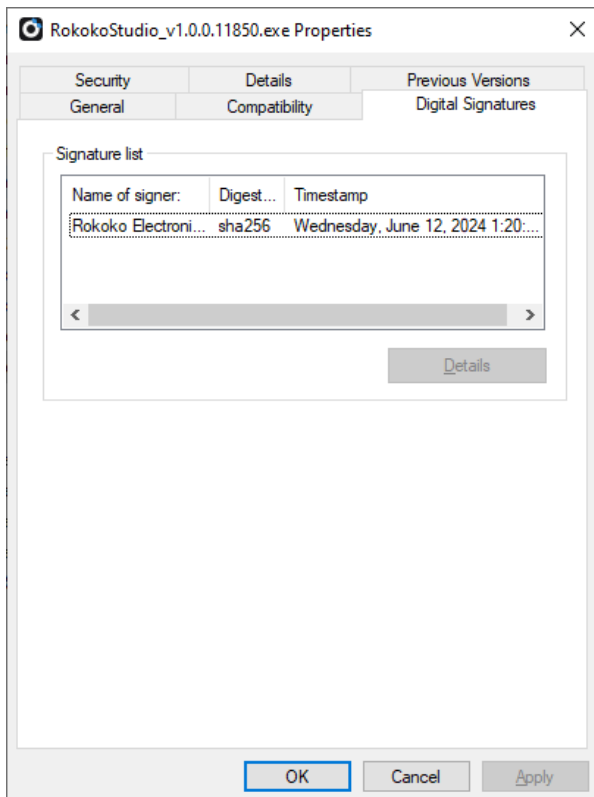
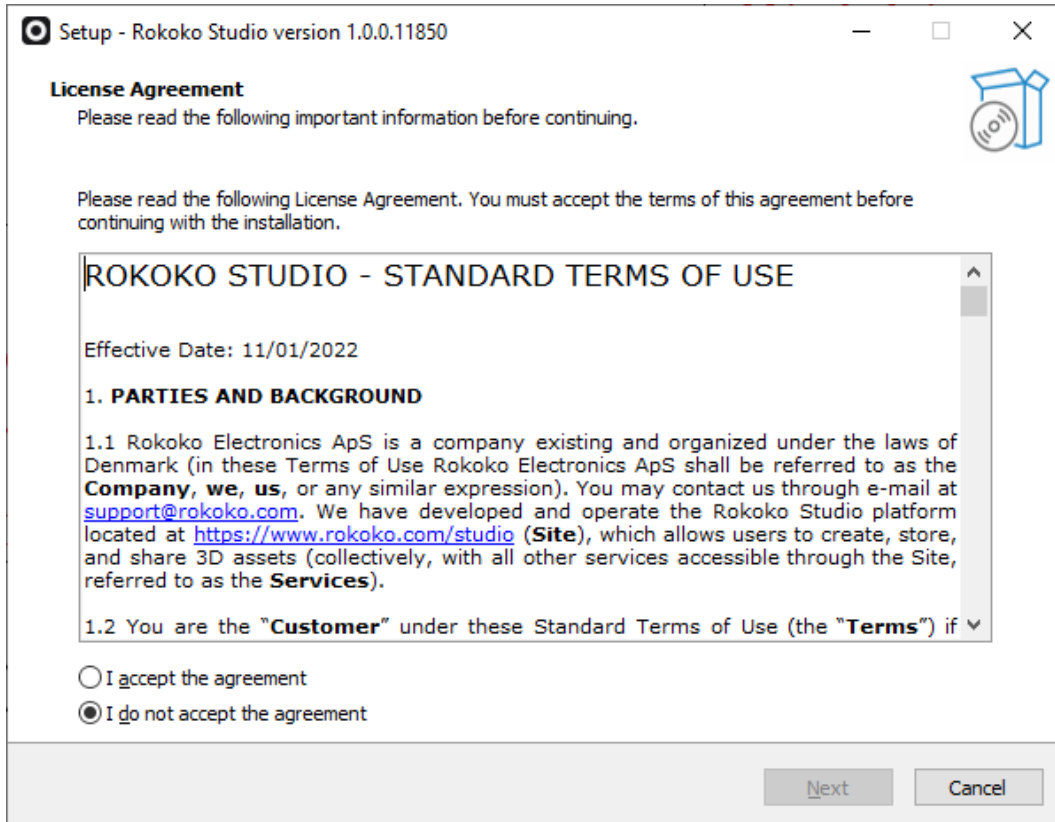
302



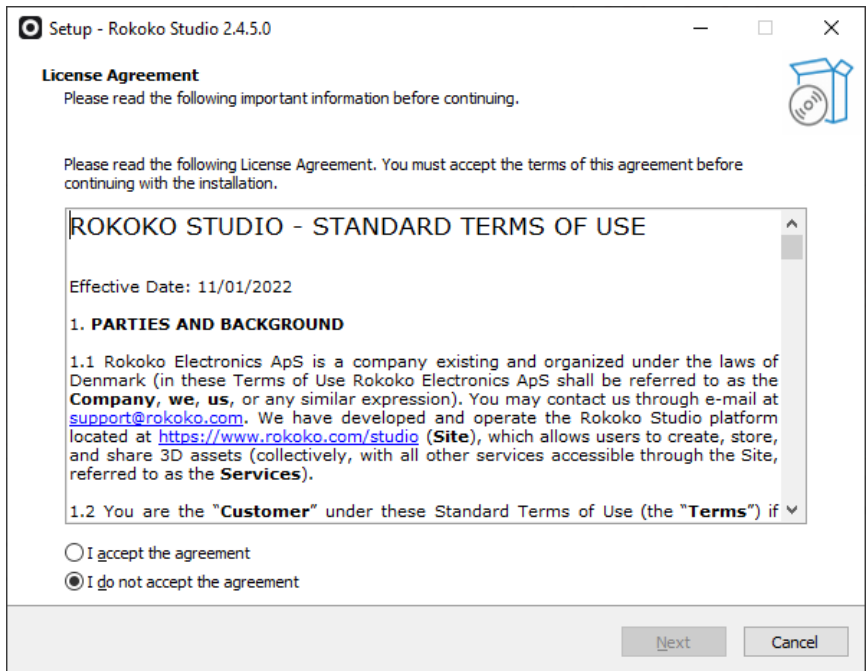
303

304

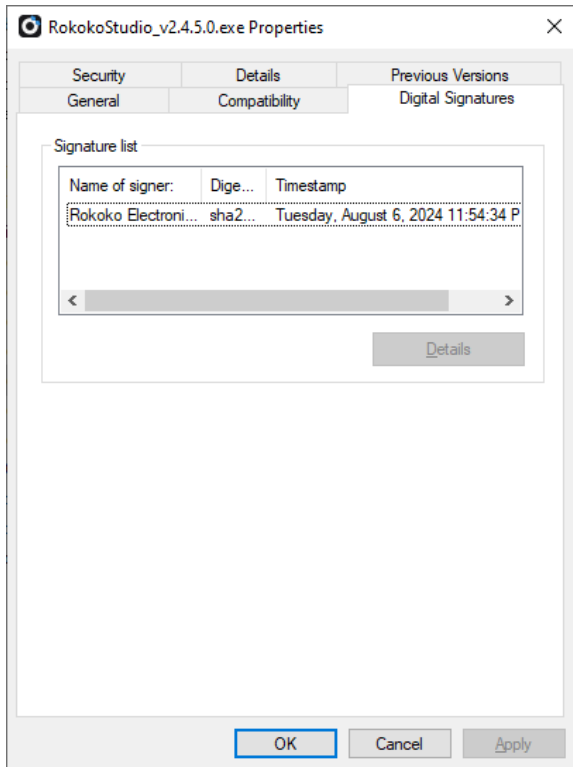




310 The 2022 terms were signed on August, 2024 and active through March, 2025.



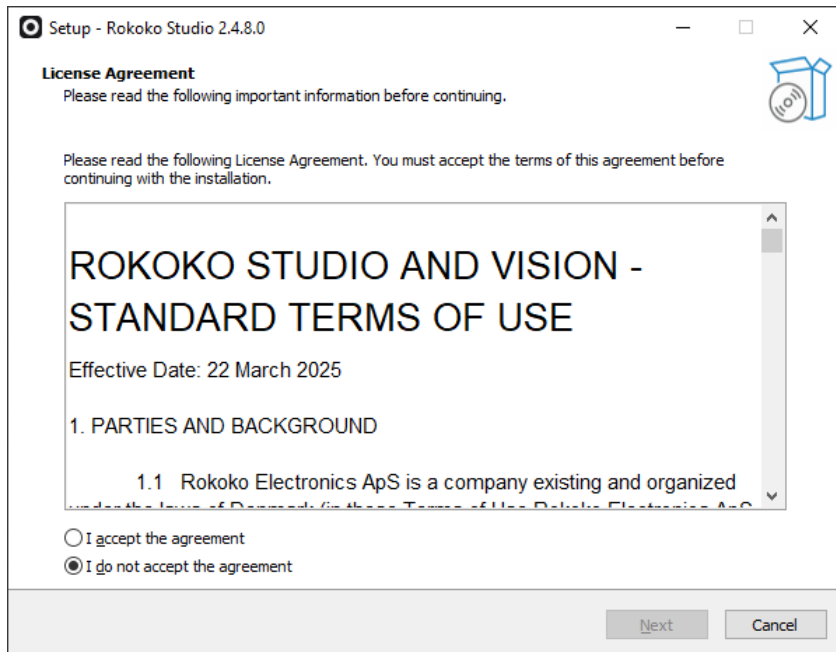
311



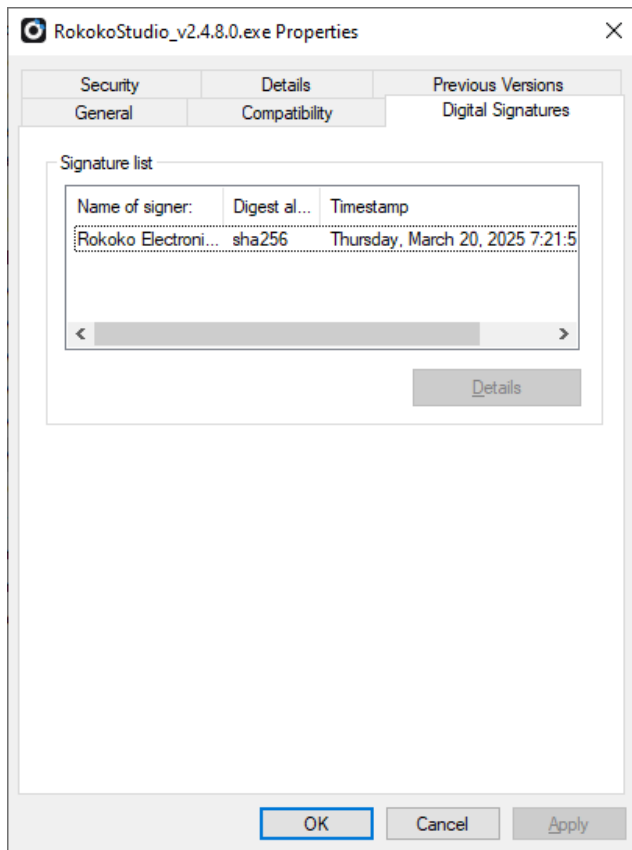
312

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314 The 2025 terms were 'effective' March 22, 2025 signed on March 20, 2025



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# **EXHIBIT 9**

321

## **Rokoko's 2020 Terms & Conditions**

322

323 **ROKOKO ELECTRONICS APS (“ROKOKO”)**

324 LICENSE AND SERVICES AGREEMENT

325  
326 **READ CAREFULLY: ROKOKO LICENSES THE SOFTWARE AND OTHER**  
327 **LICENSED MATERIALS ONLY ON THE CONDITION THAT LICENSEE**  
328 **ACCEPTS ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS**  
329 **AGREEMENT.**

330  
331 By selecting the “I accept” button or other button or mechanism designed to  
332 acknowledge agreement to the terms of an electronic copy of this Agreement, or by  
333 installing, downloading, accessing, or otherwise copying or using all or any portion  
334 of the ROKOKO Materials, (i) you accept this Agreement on behalf of the entity  
335 for which you are authorized to act (e.g., an employer) and acknowledge that such  
336 entity is legally bound by this Agreement (and you agree to act in a manner  
337 consistent with this Agreement) or, if there is no such entity for which you are  
338 authorized to act, you accept this Agreement on behalf of yourself as an individual  
339 and acknowledge that you are legally bound by this Agreement, and (ii) you  
340 represent and warrant that you have the right, power and authority to act on behalf  
341 of and bind such entity (if any) or yourself. You may not accept this Agreement on  
342 behalf of another entity unless you are an employee or other agent of such other  
343 entity with the right, power and authority to act on behalf of such other entity.

344  
345 If Licensee is unwilling to accept this Agreement, or you do not have the right,  
346 power and authority to act on behalf of and bind such entity or yourself as an  
347 individual (if there is no such entity), (a) DO NOT SELECT THE “I ACCEPT”  
348 BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER

349 MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO  
350 NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE  
351 ALL OR ANY PORTION OF THE ROKOKO MATERIALS; AND (b) WITHIN  
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355 ACQUIRED FOR A REFUND OF THE APPLICABLE LICENSE FEES PAID  
356 BY THE LICENSEE.

357  
358 The words “ROKOKO”, “Agreement” and “Licensee” and other capitalized terms  
359 used in this Agreement are defined terms. The definitions can be found in Exhibit  
360 A (if the terms are not defined in the main body of the Agreement).

361  
362 **1. License**

363 1.1 License Grant. Subject to and conditioned on Licensee’s continuous  
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365 grants Licensee a non-exclusive, non-sublicensable, non-transferable, limited  
366 license to Install and Access the Licensed Materials, in each case solely (a) in the  
367 Territory, (b) within the scope of the License Type and Permitted Number  
368 specified in the applicable License Identification, and (c) in accordance with the  
369 other terms of this Agreement. Various License Types are described in Exhibit B.  
370 In any case where the License Identification does not specify a License Type or  
371 Permitted Number, or there is no License Identification, the License Type will, by  
372 default, be the Evaluation License and the Permitted Number will, by default, be  
373 ten (10).

374

375 1.2 Upgrades and Previous Versions.

376 1.2.1 Effect of Upgrades. If ROKOKO or a Reseller provides Licensee with an  
377 Upgrade to other Licensed Materials previously licensed to Licensee, the Licensed  
378 Materials previously licensed to Licensee and any other ROKOKO Materials  
379 relating thereto will thereafter be deemed to be a “Previous Version.” Except as set  
380 forth in Section 1.2.2 (Exception for STRATEGIC PROGRAM LICENSEES), the  
381 license grant and other rights with respect to any Previous Version will terminate  
382 sixty (60) days after Installation of the Upgrade. Within such sixty (60) day period,  
383 except as set forth in Section 1.2.2 (Exception for STRATEGIC PROGRAM  
384 LICENSEES), (a) Licensee must cease all use of any Previous Version and  
385 Uninstall all copies of the Previous Version, and (b) upon expiration of such  
386 period, such Previous Version will no longer constitute Licensed Materials but  
387 rather will be deemed to be Excluded Materials and Licensee will no longer have a  
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389 destroy or return to ROKOKO or the Reseller from which they were acquired all  
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391 show satisfactory proof that all copies of any Previous Version have been  
392 Uninstalled and, if so requested by ROKOKO, destroyed or returned to ROKOKO  
393 or the Reseller from which they were acquired.

394  
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396 rights as to Previous Versions described in Section 1.2.1 (Effect of Upgrades) may  
397 not apply to Licensee if and to the extent (a) Licensee participates in a Strategic  
398 Program and the Strategic Program Terms authorize Licensee to retain such  
399 Previous Versions or (b) otherwise authorized in writing by ROKOKO.

400

401 1.3 Additional Terms. The Licensed Materials (or portions thereof) may be subject  
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403 connection with ordering, installing, downloading, accessing, using or copying  
404 such Licensed Materials) that are in addition to or different from the terms set forth  
405 in this Agreement, and Licensee agrees to comply with such terms.

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407 1.4 Other Materials. If ROKOKO provides or makes available to Licensee any  
408 additional materials associated with the Licensed Materials, including any  
409 corrections, patches, service packs, updates or upgrades to, or new versions of, the  
410 Licensed Materials (including Upgrades) or any Supplemental Materials or User  
411 Documentation for the Licensed Materials, (a) such additional materials may  
412 include or be subject to other terms in addition to or different from the terms set  
413 forth in this Agreement (including, without limitation, additional or different fees,  
414 license terms, or restrictions on use), and Licensee agrees to comply with such  
415 terms, or (b) if there are no other terms for such additional materials, they will  
416 (except as otherwise provided by Section 1.2 (Upgrades and Previous Versions))  
417 be subject to the same terms (including, without limitation, the licenses, applicable  
418 License Type and Permitted Number, and other terms of this Agreement) as the  
419 Licensed Materials to which such additional materials apply. In no event will the  
420 foregoing result in any rights with respect to Excluded Materials.

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422 1.5 Authorized Users. Licensee may permit the Licensed Materials to be Installed  
423 and/or Accessed only by Licensee's Personnel (except as otherwise designated in  
424 the applicable License Type), and any such Installation or Access will be subject to  
425 any other requirements imposed by this Agreement and the applicable License  
426 Type and Permitted Number. Licensee will be responsible for compliance with this

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429 authorized by ROKOKO or within the scope of the applicable License Type and  
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432 1.6 Third-Party Licensed Materials. The ROKOKO Materials may contain or be  
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436 with such third-party software, data or other materials (e.g., in the “About box”) or  
437 a web page specified by ROKOKO (the URL for which may be obtained on  
438 ROKOKO’s website or on request to ROKOKO). Licensee agrees to comply with  
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450 may include rights in addition to or different from those set forth in this  
451 Agreement). Any Strategic Programs are subject to ROKOKO’s terms therefor,  
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453 agrees that if it requests, accepts, or makes use of any Strategic Program , Licensee  
454 will be bound by such terms, as they may be modified from time to time in  
455 accordance with the applicable Strategic Program Terms (and such terms, as so  
456 modified from time to time, are a part of and incorporated by reference into this  
457 Agreement), and Licensee agrees to comply with such terms. Licensee  
458 acknowledges that ROKOKO may require a further acceptance of such terms as a  
459 condition to participation in a Strategic Program .

460  
461 1.8 Services. ROKOKO may provide, and Licensee may elect to receive or benefit  
462 from, certain Services from time to time. Any Services are subject to ROKOKO's  
463 terms therefor, which terms are set forth in the applicable Services Terms.

464 Licensee agrees that if it requests, accepts, or makes use of any Services, Licensee  
465 will be bound by such terms, as they may be modified from time to time in  
466 accordance with the applicable Services Terms (and such terms, as so modified  
467 from time to time, are a part of and incorporated by reference into this Agreement),  
468 and Licensee agrees to comply with such terms. Licensee acknowledges that  
469 ROKOKO may require a further acceptance of such terms as a condition to  
470 providing Services.

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473 the right to make a single archival copy of the Licensed Materials in the Territory,  
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477 such backup includes the making of copies of substantially all other software on  
478 such computer system and (b) any archival copy may be Accessed or Installed

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483 copy of the Licensed Materials is also Accessible are not "archival copies" as  
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486 1.10 Nature of Licenses. Licensee acknowledges and agrees that when Licensee  
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489 future features or functionality nor subject to any public or other comments (oral,  
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491  
492 1.11 APIs. Licensee acknowledges and agrees that any API Information and  
493 Development Materials (unless otherwise specified by ROKOKO in additional or  
494 different terms associated with such API Information or Development Materials)  
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496 disclosed or otherwise provided to third parties, (c) may be used only internally  
497 and only in conjunction with and for Licensee's own authorized internal use of the  
498 Licensed Materials to which the API Information or Development Materials relate,  
499 such as the development and support of applications, modules and components to  
500 operate on or with such Licensed Materials, and (d) may only be Installed on the  
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502 Notwithstanding the foregoing or Section 3 (All Rights Reserved), if Licensee  
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504 Agreement, nothing in this Agreement will prohibit Licensee from using such

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506 modules and components to) other software and hardware (including the software  
507 and hardware of third parties), if such applications, modules and components (i) do  
508 not incorporate or embody any Development Materials or other ROKOKO  
509 Materials (other than the API Information that was used in the development thereof  
510 in accordance with this Agreement) and (ii) do not disclose the API Information.  
511 For purposes of this Section 1.11 (APIs), (A) “API Information” means the  
512 standard applications programming interface (“API”) information generally  
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514 requirements for interfacing to (e.g., invoking or directing the functions of) the  
515 software included in such Licensed Materials; and (B) “Development Materials”  
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517 similar developer materials included in the Licensed Materials. API Information  
518 does not include any implementation of such interface information, any  
519 Development Materials, or any other software, module or component.

520

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535 or any portion of the ROKOKO Materials to any person or entity except as  
536 expressly set forth in this Agreement or as expressly authorized in writing by  
537 ROKOKO, (f) to provide or make available any features or functionality of the  
538 ROKOKO Materials to any person or entity (other than to and for Licensee itself  
539 for the purpose specified in the applicable License Type), whether or not over a  
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542 Installation of or Access to the ROKOKO Materials over the Internet or other non-  
543 local network, including, without limitation, use in connection with a wide area  
544 network (WAN), virtual private network (VPN), virtualization, Web hosting, time-  
545 sharing, service bureau, software as a service, cloud or other service or technology,  
546 (h) to remove, alter or obscure any proprietary notices, labels or marks in the  
547 ROKOKO Materials, (i) to decompile, disassemble or otherwise reverse engineer  
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549 works based on, or otherwise modify the ROKOKO Materials for any purpose.

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551 2.1.2 Licensed Materials as a Single Product. The Licensed Materials are licensed  
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556 2.1.3 Territory. Except as otherwise authorized in writing by ROKOKO, the  
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558 this Agreement permits Licensee (including, without limitation, Licensee’s  
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560 Territory.

561  
562 2.1.4 Effect of Unauthorized Use. Licensee will not engage in, and will not permit  
563 or assist any third party to engage in any of the uses or activities prohibited (or any  
564 uses or activities inconsistent with the limitations described) in this Section 2.1  
565 (Limitations and Exclusions) (collectively, “Unauthorized Uses”). Any such  
566 Unauthorized Use, and any Installation of or Access to the Licensed Materials  
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569 Permitted Number) or otherwise not in accordance with this Agreement, constitute  
570 or result in infringement of ROKOKO’s intellectual property rights as well as a  
571 breach of this Agreement. Licensee will notify ROKOKO promptly of any such  
572 Unauthorized Uses or other unauthorized Installation or Access.

573  
574 2.2 Circumvention.

575 2.2.1 Licensee may not (i) utilize any equipment, device, software, or other means  
576 to (or designed to) circumvent or remove any form of technical protection used by  
577 ROKOKO in connection with the ROKOKO Materials, or (ii) Install or Access the  
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579 other copy-protection device not supplied by ROKOKO directly or through a  
580 Reseller. Without limitation of the generality of the foregoing, Licensee may not  
581 utilize any equipment, device, software, or other means to (or designed to)

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583 protection measure provided or made available by ROKOKO for managing,  
584 monitoring or controlling Installation of or Access to ROKOKO Materials.

585  
586 2.2.2 Licensee may not utilize any equipment, device, software, or other means to  
587 (or designed to) circumvent or remove any usage restrictions, or to enable  
588 functionality disabled by ROKOKO, in connection with the Excluded Materials.  
589 Licensee may not bypass or delete any functionality or technical limitations of the  
590 ROKOKO Materials that (or that are designed to) prevent or inhibit the  
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606 are valuable trade secrets of, and confidential and proprietary information of,  
607 ROKOKO and its suppliers, and (a) may not be distributed, disclosed or otherwise

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609 conjunction with and for Licensee's own authorized internal use of the Licensed  
610 Materials.

611

#### 612 **4. Privacy; Use of Information; Connectivity**

613 **4.1 Privacy and Use of Information.** Licensee acknowledges and agrees that  
614 Licensee (and third parties acting on Licensee's behalf) may provide, and  
615 ROKOKO and its Resellers (and third parties acting on behalf of ROKOKO and its  
616 Resellers) may obtain, certain information and data with respect to Licensee  
617 (including, without limitation, personal information) and Licensee's business in  
618 connection with this Agreement, including, without limitation, information and  
619 data provided to or obtained by ROKOKO and its Resellers (or third parties acting  
620 on behalf of ROKOKO and its Resellers) through the Customer Information Form  
621 and otherwise, in connection with ordering, registration, activation, updating,  
622 validating entitlement to, auditing, monitoring Installation of and Access to  
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629 <https://www.rokoko.com/en/privacy/>. Without limitation of the generality of the  
630 foregoing, Licensee acknowledges and agrees that: (a) ROKOKO may from time  
631 to time prompt Licensee (and third parties acting on Licensee's behalf) to provide  
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637 subsidiaries and affiliates, Resellers and other third parties in connection with the  
638 provision, maintenance, administration or usage of Licensed Materials, Strategic  
639 Program s or Services or in connection with enforcement of any agreements  
640 relating to Licensed Materials, Strategic Program s or Services; and (c) ROKOKO  
641 may make cross-border transfers of such information and data, including to  
642 jurisdictions with privacy or data protection laws that are less protective of  
643 Licensee than the jurisdiction in which Licensee is domiciled. Licensee  
644 acknowledges and agrees that such policies may be changed from time to time by  
645 ROKOKO and that, effective upon posting on ROKOKO's website or other  
646 written notice from ROKOKO, Licensee will be subject to such changes.

647  
648 4.2 Connectivity. Certain Licensed Materials may facilitate or require Licensee's  
649 access to and use of content and services that are hosted on websites maintained by  
650 ROKOKO or by third parties. In some cases, such content and services may appear  
651 to be a feature or function within, or extension of, the Licensed Materials on  
652 Licensee's Computer even though hosted on such websites. Accessing such  
653 content or services and use of Licensed Materials may cause Licensee's Computer,  
654 without additional notice, to connect automatically to the Internet (transitorily,  
655 intermittently or on a regular basis) and to communicate with an ROKOKO or  
656 third-party website—for example, for purposes of providing Licensee with  
657 additional information, features and functionality or to validate that the Licensed  
658 Materials and/or content or services are being used as permitted under this  
659 Agreement or other applicable terms. Such connectivity to ROKOKO websites is

660 governed by ROKOKO's policies on privacy and data protection described in this  
661 Section 4 (Privacy; Use of Information; Connectivity). Such connectivity to  
662 websites of third parties is governed by the terms (including the disclaimers and  
663 notices) found on such sites or otherwise associated with the third-party content or  
664 services. ROKOKO does not control, endorse, or accept responsibility for any such  
665 third-party content or services, and any dealings between Licensee and any third  
666 party in connection with such content or services, including, without limitation,  
667 such third party's privacy policies, use of personal information, delivery of and  
668 payment for goods and services, and any other terms associated with such dealings,  
669 are solely between Licensee and such third party. ROKOKO may at any time, for  
670 any reason, modify or discontinue the availability of any third-party content or  
671 services. Access to and use of certain content and services (whether of ROKOKO  
672 or third parties) may require assent to separate terms and/or payment of additional  
673 fees.

## 674

### 675 **5. Limited Warranty and Disclaimers**

676 5.1 Limited Warranty. ROKOKO warrants that, as of the date on which the  
677 Licensed Materials are delivered to Licensee and for ninety (90) days thereafter or  
678 if the license term is shorter, such shorter period ("Warranty Period"), the Licensed  
679 Materials will provide the general features and functions described in the User  
680 Documentation portion of the Licensed Materials. ROKOKO's entire liability and  
681 Licensee's exclusive remedy during the Warranty Period ("Limited Warranty")  
682 will be, with the exception of any statutory warranty or remedy that cannot be  
683 excluded or limited under law, at ROKOKO's option, (i) to attempt to correct or  
684 work around errors, if any, or (ii) to refund the license fees, if any, paid by  
685 Licensee and terminate this Agreement or the license specific to such Licensed

686 Materials. Such refund is subject to the return, during the Warranty Period, of the  
687 ROKOKO Materials, with a copy of Licensee's License Identification, to  
688 Licensee's local ROKOKO office or the Reseller from which Licensee acquired  
689 the ROKOKO Materials. THE LIMITED WARRANTY SET FORTH IN THIS  
690 SECTION GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY  
691 HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM  
692 JURISDICTION TO JURISDICTION. ROKOKO DOES NOT SEEK TO LIMIT  
693 LICENSEE'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED  
694 BY LAW.

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696 5.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY  
697 PROVIDED IN SECTION 5.1 (LIMITED WARRANTY), AND TO THE  
698 MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROKOKO AND  
699 ITS SUPPLIERS MAKE, AND LICENSEE RECEIVES, NO WARRANTIES,  
700 REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR  
701 IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED  
702 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR  
703 PURPOSE, OR NONINFRINGEMENT, OR WARRANTIES OTHERWISE  
704 IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF  
705 TRADE) WITH RESPECT TO ANY ROKOKO MATERIALS, STRATEGIC  
706 PROGRAM S, OR SERVICES (PURSUANT TO A STRATEGIC PROGRAM  
707 OR OTHERWISE). ANY STATEMENTS OR REPRESENTATIONS ABOUT  
708 THE ROKOKO MATERIALS, STRATEGIC PROGRAM S OR SERVICES  
709 AND THEIR FEATURES OR FUNCTIONALITY IN THE LICENSED  
710 MATERIALS OR ANY COMMUNICATION WITH LICENSEE ARE FOR  
711 INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A

712 WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING  
713 THE FOREGOING, ROKOKO DOES NOT WARRANT: (a) THAT THE  
714 OPERATION OR OUTPUT OF THE LICENSED MATERIALS OR SERVICES  
715 WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE,  
716 RELIABLE, OR COMPLETE, WHETHER OR NOT UNDER A STRATEGIC  
717 PROGRAM OR SUPPORT BY ROKOKO OR ANY THIRD PARTY; (b) THAT  
718 ERRORS WILL BE CORRECTED BY ROKOKO OR ANY THIRD PARTY; OR  
719 (c) THAT ROKOKO OR ANY THIRD PARTY WILL RESOLVE ANY  
720 PARTICULAR SUPPORT REQUEST OR THAT SUCH RESOLUTION WILL  
721 MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS. NOTHING IN  
722 THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR  
723 CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE  
724 EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A  
725 CONTRACTUAL RESTRICTION TO THE CONTRARY.

## 726 727 **6. Warnings**

728 **6.1 Functionality Limitations.** The Licensed Materials and Services (except for  
729 Licensed Materials designed for non-commercial use, such as ROKOKO Materials  
730 designed to be used for consumer purposes or licensed only for purposes of  
731 educational or individual learning) are commercial professional tools intended to  
732 be used by trained professionals only. Particularly in the case of commercial  
733 professional use, the Licensed Materials and Services are not a substitute for  
734 Licensee's professional judgment or independent testing. The Licensed Materials  
735 and Services are intended only to assist Licensee with its design, analysis,  
736 simulation, estimation, testing and/or other activities and are not a substitute for  
737 Licensee's own independent design, analysis, simulation, estimation, testing,

738 and/or other activities, including those with respect to product stress, safety and  
739 utility. Due to the large variety of potential applications for the Licensed Materials  
740 and Services, the Licensed Materials and Services have not been tested in all  
741 situations under which they may be used. ROKOKO will not be liable in any  
742 manner whatsoever for the results obtained through use of the Licensed Materials  
743 or Services. Persons using the Licensed Materials or Services are responsible for  
744 the supervision, management, and control of the Licensed Materials and Services  
745 and the results of using the Licensed Materials and Services. This responsibility  
746 includes, without limitation, the determination of appropriate uses for the Licensed  
747 Materials and Services and the selection of the Licensed Materials, Services and  
748 other computer programs and materials to help achieve intended results. Persons  
749 using the Licensed Materials or Services are also responsible for establishing the  
750 adequacy of independent procedures for testing the reliability, accuracy,  
751 completeness, and other characteristics of any output of the Licensed Materials or  
752 Services, including, without limitation, all items designed with the assistance of the  
753 Licensed Materials or Services. Licensee further acknowledges and agrees that the  
754 Licensed Materials form part of Licensee's total unique hardware and software  
755 environment to deliver specific functionality, and that the Licensed Materials and  
756 Services provided by ROKOKO may not achieve the results Licensee desires  
757 within Licensee's design, analysis, simulation, estimation, and/or testing  
758 constraints.

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## 760 6.2 Activation Codes and Security.

### 761 6.2.1 Activation Code Required for Installation/Access and Continued Use.

762 Installation of and Access to the Licensed Materials may require, and the continued  
763 use thereof may from time to time require, activation codes issued by ROKOKO.

764 Registration may be required before an activation code is issued by ROKOKO.  
765 Licensee will provide ROKOKO and its Reseller with any information required for  
766 such registration and agrees that any information provided to ROKOKO or its  
767 Reseller will be accurate and current. Licensee will also maintain and update  
768 Licensee's registration information, on an ongoing basis, through customer data  
769 registration processes, including without limitation the Customer Information  
770 Form, which may be provided by ROKOKO. Licensee acknowledges and agrees  
771 that ROKOKO may use such information in accordance with its Privacy Statement  
772 (as described or referenced in Section 4 (Privacy; Use of Information;  
773 Connectivity)).  
774

775 6.2.2 Disabling Access. LICENSEE ACKNOWLEDGES AND AGREES THAT  
776 INSTALLATION OF AND ACCESS TO LICENSED MATERIALS MAY BE  
777 DISABLED BY THE ACTIVATION, SECURITY, AND TECHNICAL  
778 PROTECTION MECHANISMS IF LICENSEE TRIES TO TRANSFER ALL OR  
779 A PART OF THE LICENSED MATERIALS TO ANOTHER COMPUTER, IF  
780 LICENSEE TAMPERS WITH THE TECHNICAL PROTECTION  
781 MECHANISMS OR DATE-SETTING MECHANISMS ON A COMPUTER OR  
782 IN THE LICENSED MATERIALS, IF LICENSEE USES THE LICENSED  
783 MATERIALS PAST AN APPLICABLE STRATEGIC PROGRAM PERIOD OR  
784 FIXED TERM, OR IF LICENSEE UNDERTAKES CERTAIN OTHER  
785 ACTIONS THAT AFFECT THE SECURITY MODE OR UNDER OTHER  
786 CIRCUMSTANCES AND THAT, IN ANY SUCH EVENT, LICENSEE'S  
787 ACCESS TO LICENSEE'S WORK PRODUCT AND OTHER DATA MAY BE  
788 AFFECTED. MORE INFORMATION IS CONTAINED IN THE APPLICABLE  
789 LICENSED MATERIALS OR AVAILABLE FROM ROKOKO ON REQUEST.

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791 6.2.3 Effect of Activation Codes. Licensee acknowledges and agrees that receipt of  
792 an activation code (whether or not provided to Licensee in error) will not constitute  
793 evidence of or affect the scope of Licensee's license rights. Those rights will be  
794 only as set forth in this Agreement and the applicable License Identification.

795

796 6.3 Affected Data. Work product and other data created with Licensed Materials  
797 made available under certain License Types, including licenses that limit the  
798 permitted purpose to educational purposes or personal learning purposes, may  
799 contain certain notices and limitations that make the work product and other data  
800 usable only in certain circumstances (e.g., only in the education field). In addition,  
801 if Licensee combines or links work product or other data created with such  
802 Licensed Materials with work product or other data otherwise created, then such  
803 other work product or data may also be affected by these notices and limitations.  
804 ROKOKO will have no responsibility or liability whatsoever if Licensee combines  
805 or links work product or other data created with such Licensed Materials with work  
806 product or other data otherwise created. In addition, Licensee will not remove, alter  
807 or obscure any such notices or limitations.

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## 809 **7. Limitations of Liability**

810 7.1 Limitation on Type and Amount of Liability. IN NO EVENT WILL ROKOKO  
811 OR ITS SUPPLIERS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY)  
812 FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR  
813 PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR  
814 DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE  
815 LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY).

816 IN ADDITION, THE LIABILITY OF ROKOKO AND ITS SUPPLIERS  
817 ARISING OUT OF OR RELATING TO ANY ROKOKO MATERIALS,  
818 STRATEGIC PROGRAM S OR SERVICES WILL NOT EXCEED THE  
819 AMOUNT PAID OR PAYABLE BY LICENSEE FOR SUCH ROKOKO  
820 MATERIALS, STRATEGIC PROGRAM S, OR SERVICES, RESPECTIVELY.

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822 7.2 Application of and Basis for Limitations. THE LIMITATIONS OF  
823 LIABILITY IN THIS SECTION 7 (LIMITATIONS OF LIABILITY) WILL  
824 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW  
825 TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND  
826 REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED  
827 FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION,  
828 NEGLIGENCE) OR OTHERWISE, EVEN IF ROKOKO HAS BEEN ADVISED  
829 OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF  
830 WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF  
831 THEIR ESSENTIAL PURPOSE. ALSO, LICENSEE AGREES THAT THE  
832 LICENSE, STRATEGIC PROGRAM'S AND SERVICES FEES AND OTHER  
833 FEES CHARGED BY ROKOKO AND PAID BY LICENSEE ARE BASED ON  
834 AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY  
835 THIS SECTION 7 (LIMITATIONS OF LIABILITY) AND THAT THE  
836 LIABILITY LIMITATIONS IN THIS SECTION 7 (LIMITATIONS OF  
837 LIABILITY) ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT  
838 BETWEEN THE PARTIES.

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840 **8. Term and Termination**

841 8.1 Term; Termination or Suspension. Each license under this Agreement, with  
842 respect to each specific set of Licensed Materials covered by this Agreement, will  
843 become effective as of the latest to occur of: (a) this Agreement becoming  
844 effective, (b) payment by Licensee of the applicable fees, excluding licenses (such  
845 as evaluation licenses) where no fees are required, (c) delivery of the specific  
846 Licensed Materials, and (d) in the case of ROKOKO Materials provided in  
847 connection with a Strategic Program , upon commencement of the applicable  
848 Strategic Program period or fixed term. Each of ROKOKO or Licensee may  
849 terminate this Agreement, Licensee's license as to Licensed Materials, Licensee's  
850 Strategic Program , and/or the provision of Services relating to the Licensed  
851 Materials if the other party is in breach of this Agreement and fails to cure such  
852 breach within ten (10) days after written notice of the breach; however, if Licensee  
853 is in breach of Section 1 (License) or Section 2 (License Limitations; Prohibitions),  
854 ROKOKO may terminate this Agreement, Licensee's license as to Licensed  
855 Materials, Licensee's Strategic Program , and/or the provision of Services relating  
856 to the Licensed Materials immediately upon written notice of the breach. In  
857 addition, ROKOKO may, as an alternative to termination, suspend Licensee's  
858 license as to the Licensed Materials, Licensee's Strategic Program , the provision  
859 of Services relating to the Licensed Materials, and/or other ROKOKO obligations  
860 or Licensee rights under this Agreement (or under other terms, if any, relating to  
861 materials associated with the Licensed Materials), if Licensee fails to make a  
862 payment to ROKOKO or a Reseller or otherwise fails to comply with the  
863 provisions of this Agreement or other terms relating to any such license, Strategic  
864 Program , Services, or other associated materials. ROKOKO may also terminate  
865 this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes  
866 insolvent, or makes an arrangement with Licensee's creditors. This Agreement will

867 terminate automatically without further notice or action by ROKOKO if Licensee  
868 goes into liquidation.

869 Licensee acknowledges and agrees that ROKOKO may assign or sub-contract any  
870 of its rights or obligations under this Agreement.

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872 8.2 Effect of Termination of Agreement or License. Upon termination or expiration  
873 of this Agreement, the licenses granted hereunder will terminate. Upon termination  
874 or expiration of any license granted to Licensee, Licensee must cease all use of  
875 ROKOKO Materials to which such license applies, any Strategic Program  
876 (including, without limitation, associated services), and any Services and Uninstall  
877 all copies of the ROKOKO Materials. At ROKOKO's request, Licensee agrees to  
878 destroy or return to ROKOKO or the Reseller from which they were acquired all  
879 ROKOKO Materials. ROKOKO reserves the right to require Licensee to show  
880 satisfactory proof that all copies of the ROKOKO Materials have been Uninstalled  
881 and, if so requested by ROKOKO, destroyed or returned to ROKOKO or the  
882 Reseller from which they were acquired. If Licensee's Strategic Program is  
883 terminated or expires, but this Agreement and Licensee's license to the Licensed  
884 Materials remains in effect, any rights of Licensee based on the Strategic Program  
885 (including, without limitation, rights with respect to Previous Versions) will  
886 terminate, and (unless otherwise authorized by the Strategic Program Terms)  
887 Licensee must comply with the obligations of Section 1.2.1 (Effect of Upgrades)  
888 with respect to (including the obligations to cease use of, Uninstall and destroy or  
889 return) all copies of such Previous Versions.

890  
891 8.3 Survival. Sections 1.3 (Additional Terms), 1.4 (Other Materials), 1.5  
892 (Authorized Users), 1.6 (Third-Party Licensed Materials), 1.11 (APIs), 2.1.1 (No

893 License Granted;Unauthorized Activities), 2.1.4 (Effect of Unauthorized Use), 2.2  
894 (Circumvention), 3 (All Rights Reserved), 4 (Privacy; Use of Information;  
895 Connectivity), 5.2 (Disclaimer), 6 (Warnings), 7 (Limitations of Liability), 8 (Term  
896 and Termination), and 9 (General Provisions) and Exhibit A will survive any  
897 termination or expiration of this Agreement.

898

## 899 **9. General Provisions**

900 9.1 Notices. Notices in connection with this Agreement by either party will be in  
901 writing and will be sent by electronic mail, postal service, or a delivery service  
902 (such as UPS, FedEx or DHL), except that Licensee may not provide notice to  
903 ROKOKO of an ROKOKO breach or provide notice of termination of this  
904 Agreement by electronic mail. Notices from ROKOKO to Licensee will be  
905 effective (a) in the case of notices by email, one (1) day after sending to the email  
906 address provided to ROKOKO, or (b) in the case of notices by mail or delivery  
907 service, five (5) days after sending by regular post or delivery service to the  
908 address provided to ROKOKO. Licensee hereby consents to service of process  
909 being effected on Licensee by registered mail sent to the address set forth on  
910 Licensee's Customer Information Form (or, if no Customer Information Form has  
911 been provided, Licensee's last address known by ROKOKO) if so permitted by  
912 applicable law. Notices from Licensee to ROKOKO will be effective (a) in the  
913 case of notices by email, one (1) day after sending to (and receipt by ROKOKO at)  
914 HI@ROKOKO.com, or (b) in the case of notices by mail or delivery service, when  
915 received by ROKOKO at ROKOKO APS, Sankt Gertruds Straede 6E, 1129  
916 Copenhagen, Denmark, Attention: Copyright Agent. If Licensee participates in a  
917 Strategic Program , either party may also provide notice as set forth in the Strategic  
918 Program Terms.

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9.2 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of Denmark. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Denmark. Nothing in the foregoing will prevent ROKOKO from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

9.3 No Assignment; Insolvency. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without ROKOKO's prior written consent, which may be withheld in ROKOKO's sole and absolute discretion, and any unauthorized purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, Licensee acknowledges and agrees this Agreement is and shall be treated as an executory contract that may not be assumed and/or assigned without ROKOKO's prior written consent, which consent may be withheld in ROKOKO's sole and absolute discretion whether pursuant to Section 365(c)(1) of Title 11 of the United States Code or any other applicable law respecting the treatment of executory contracts within bankruptcy. Any assignment (regardless of how or on what basis the assignment may occur) will be conditioned on compliance with the following: at least thirty (30) days before assigning or

945 agreeing to any assignment of rights under this Agreement (including transferring  
946 any copies of or right to use the Software), (a) Licensee must provide written  
947 notice to ROKOKO, Uninstall all copies of the Software, and (without limitation  
948 of the generality of Section 9.7 (Audits)) allow ROKOKO or its designee to  
949 inspect the records, systems and facilities of (or operated for) Licensee and its  
950 subsidiaries and affiliates to verify (by any means available to ROKOKO, whether  
951 remotely or on premises) that all copies of the Software have been Uninstalled, (b)  
952 the proposed assignee must agree to comply (and Licensee must ensure that the  
953 assignee will comply) with all of the obligations of this Agreement with respect to  
954 such Software, which agreement must provide that ROKOKO is a third-party  
955 beneficiary of the assignee's agreement, and the assignee must provide a copy of  
956 the agreement to ROKOKO, and (c) Licensee and proposed assignee must comply  
957 with all other transfer procedures identified by ROKOKO.

958  
959 9.4 ROKOKO Subsidiaries and Affiliates. Licensee acknowledges and agrees that  
960 ROKOKO may arrange to have its subsidiaries and affiliates engage in activities in  
961 connection with this Agreement, including, without limitation, delivering  
962 ROKOKO Materials and providing Strategic Program's and Services, provided  
963 that ROKOKO (and not such subsidiaries and affiliates) will remain subject to the  
964 obligations of ROKOKO under this Agreement. Licensee also agrees that  
965 ROKOKO's subsidiaries and affiliates may enforce (including taking actions for  
966 breach of) this Agreement.

967  
968 9.5 Exceptions to Prohibitions; Severability.

969 9.5.1 Exceptions to Prohibitions. The prohibitions contained in this Agreement will  
970 not apply where and to the extent applicable law does not allow such prohibitions

971 to be enforced. Licensee may have other rights under the laws of the state or  
972 country within the Territory where the Licensed Materials are acquired, and this  
973 Agreement does not change Licensee's rights under the laws of such state or  
974 country if and to the extent the laws of such state or country do not permit this  
975 Agreement to do so. Licensee will bear the burden of proof to demonstrate that  
976 applicable law does not allow (i) the enforcement of such prohibitions; or (ii) this  
977 Agreement to change particular rights in a state or country (and that Licensee has  
978 not exceeded the bounds of the unenforceable prohibitions and unchangeable  
979 rights).

980  
981 9.5.2 Severability. If and to the extent any provision of this Agreement is held  
982 illegal, invalid, or unenforceable in whole or in part under applicable law, such  
983 provision or such portion thereof will be ineffective as to the jurisdiction in which  
984 it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or  
985 unenforceability and will be deemed modified to the extent necessary to conform  
986 to applicable law so as to give the maximum effect to the intent of the parties. The  
987 illegality, invalidity, or unenforceability of such provision in that jurisdiction will  
988 not in any way affect the legality, validity, or enforceability of such provision or  
989 any other provision of this Agreement in any other jurisdiction.

990  
991 9.6 No Waiver. No term or provision of this Agreement will be considered waived,  
992 and no breach excused, unless such waiver is in writing signed on behalf of the  
993 party against which the waiver is asserted. No waiver (whether express or implied)  
994 will constitute consent to, waiver of, or excuse of any other, different, or  
995 subsequent breach.

996

997 9.7 Audits. Licensee agrees that ROKOKO has the right to require an audit  
998 (electronic or otherwise) of the ROKOKO Materials and the Installation thereof  
999 and Access thereto. As part of any such audit, ROKOKO or its authorized  
1000 representative will have the right, on fifteen (15) days' prior notice to Licensee, to  
1001 inspect Licensee's records, systems and facilities, including machine IDs, serial  
1002 numbers and related information, to verify Licensee's Installation of and Access to  
1003 the ROKOKO Materials. Additionally, within fifteen (15) days of the audit  
1004 request, Licensee will provide to ROKOKO all records and information requested  
1005 by ROKOKO in order to verify Licensee's Installation of and Access to the  
1006 ROKOKO Materials. Licensee will provide full cooperation to enable any such  
1007 audit. If ROKOKO determines that Licensee's Installation of or Access to the  
1008 ROKOKO Materials is not in conformity with the applicable agreements or terms  
1009 of service, Licensee will obtain immediately and pay for valid license(s) to bring  
1010 Licensee's Installation and Access into compliance and pay the reasonable costs of  
1011 the audit. In addition to such payment rights, ROKOKO reserves the right to seek  
1012 any other remedies available at law or in equity.

1013  
1014 9.8 Language. The English language version of this Agreement is legally binding  
1015 in case of any inconsistencies between the English version and any translations.

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1017 9.9 Construction. Ambiguities in this Agreement will not be construed against the  
1018 drafter.

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1020 9.10 Force Majeure. ROKOKO will not be liable for any loss, damage or penalty  
1021 resulting from delays or failures in performance resulting from acts of God,  
1022 supplier delay or other causes beyond ROKOKO's reasonable control.

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9.11 U.S. Government Rights. For U.S. Government procurements, all ROKOKO Materials are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the ROKOKO Materials by the U.S. Government shall be solely in accordance with license rights and restrictions described herein.

9.12 Export Control. Licensee acknowledges and agrees that the ROKOKO Materials and Services (including any data submitted by Licensee in connection with a Service and any Licensee-specific output generated by a Service) are subject to the export control and trade sanctions laws, rules and regulations of the Denmark and may be subject to the export control and trade sanctions laws, rules and regulations of other countries, including but not limited to countries where Licensee is located or operates. Together, these Danish and other country laws, rules, and regulations are referred to as the "Export Control Laws." Licensee will comply with the Export Control Laws in all respects.

9.13 Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Strategic Program Terms and the Services Terms) constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the

1049 subject matter hereof, except that particular ROKOKO Materials may be subject to  
1050 additional or different terms associated with such ROKOKO Materials. The parties  
1051 acknowledge that, in entering into this Agreement, they are not relying on any  
1052 agreements, discussions, communications, agreements, representations, warranties,  
1053 advertising or understandings other than as expressly set forth in this Agreement.  
1054 Licensee acknowledges and agrees that ROKOKO may add to or change the  
1055 Strategic Program Terms and the Services Terms from time to time, provided that  
1056 ROKOKO will provide written notice of the additions or changes (and may allow  
1057 Licensee not to renew, may permit Licensee to terminate, and may offer other  
1058 options with respect to Strategic Program s or Services) before the additions or  
1059 changes are effective as to Licensee. In the event of a conflict between this  
1060 Agreement and any other terms of ROKOKO (including, without limitation, the  
1061 Strategic Program Terms, the Services Terms, or such additional or different  
1062 terms), the other terms will apply. Terms stipulated by Licensee in any  
1063 communication by Licensee which purport to vary this Agreement or such other  
1064 terms will be void and of no effect unless agreed in a writing signed by an  
1065 authorized representative of ROKOKO. Any other modifications to this Agreement  
1066 will also be invalid unless agreed to in a writing signed by an authorized  
1067 representative of ROKOKO.

1068  
1069 **Exhibit A**

1070 **Definitions**

1071 1. “Access” or “Accessible” means, with respect to a computer program or other  
1072 materials, (a) to use or execute the computer program or other materials or (b) to  
1073 use or otherwise benefit from the features or functionality of the computer program  
1074 or other materials.

- 1075 2. “Agreement” means this License and Services Agreement, including all exhibits  
1076 and schedules thereto, as the License and Services Agreement may be amended  
1077 from time to time in accordance with the terms thereof.
- 1078 3. “Authorized User” means any individual person who Installs or Accesses, or is  
1079 authorized to Install or Access, any of the Licensed Materials.
- 1080 4. “ROKOKO” means ROKOKO ELECTRONICS APS, a Danish corporation.
- 1081 5. “ROKOKO License Manager” means the tool known as ROKOKO License  
1082 Manager or any future ROKOKO tool for managing, monitoring or controlling  
1083 Installation of or Access to ROKOKO Materials.
- 1084 6. “ROKOKO Materials” means any materials distributed or made available by  
1085 ROKOKO, directly or indirectly, including Software, Supplemental Materials,  
1086 User Documentation and Excluded Materials (whether or not licensed to Licensee).
- 1087 7. “Computer” means (i) a single electronic device, with one or more central  
1088 processing units (CPUs), that accepts information in digital or similar form and  
1089 manipulates the information for a specific result based on a sequence of  
1090 instructions, or (ii) a software implementation of such a device (or so-called virtual  
1091 machine).
- 1092 8. “Customer Information Form” means a form completed by or on behalf of  
1093 Licensee and submitted to ROKOKO or a Reseller, directly or indirectly, in  
1094 connection with Licensee’s order for a license of ROKOKO Materials, Strategic  
1095 Program or Services.
- 1096 9. “Educational Licensee” means a Licensee who is also (a) a Qualified  
1097 Educational Institution, (b) Faculty, (c) Student or (d) Other Authorized  
1098 Educational Licensee. An Educational Licensee may be required to show proof of  
1099 eligibility if requested by ROKOKO. ROKOKO, in its sole discretion, retains the  
1100 right to determine the eligibility of an Educational Licensee.

1101 10. “Educational Purposes” means (i) in the case of a Qualified Educational  
1102 Institution, Faculty or Other Authorized Educational Licensees, purposes directly  
1103 related to learning, teaching, training, research and development that are part of the  
1104 instructional functions performed by a Qualified Educational Institution or Other  
1105 Authorized Educational Licensee and (ii) in the case of Students, purposes related  
1106 to learning, training, research or development. “Educational Purposes” does not  
1107 include commercial, professional or any other for-profit purposes, except if  
1108 otherwise authorized in writing by ROKOKO.

1109 11. “Evaluation Purposes” means purposes of evaluation and demonstration of the  
1110 capabilities of the Software or Supplemental Materials but excludes competitive  
1111 analysis and any commercial, professional, or other for-profit purposes.

1112 12. “Excluded Materials” means any materials, including Software, Supplemental  
1113 Materials or User Documentation (and including, without limitation, any computer  
1114 programs, modules or components of a computer program, functionality or features  
1115 of a computer program, explanatory printed or electronic materials, content or  
1116 other materials, if any), that may be provided or become available to Licensee, by  
1117 any means, or that are on any media delivered to Licensee, for which (a) Licensee  
1118 does not have a License Identification, or (b) Licensee has not paid (and continued  
1119 to pay) the applicable fees. Licensee acknowledges that Excluded Materials are  
1120 included on media or via download for convenience of the licensing mechanism  
1121 used by ROKOKO, and inclusion does not in any way authorize, expressly or  
1122 impliedly, a right to use such Excluded Materials.

1123 13. “Faculty” means an individual person who is an employee or independent  
1124 contractor working for a Qualified Educational Institution.

1125 14. “Install” and “Installation” means, with respect to a computer program or other  
1126 materials, to copy the program or other materials onto a hard disk or other storage  
1127 medium.

1128 15. “License Identification” means one or more designations by ROKOKO that set  
1129 forth the License Type (among other things) for Licensee’s license of the Licensed  
1130 Materials. The License Identification may be (a) located (i) in the Licensed  
1131 Materials (e.g., in an “About” box, license information dialog box, or text file of  
1132 Software), (ii) on or with ROKOKO packaging, or (iii) in a written confirmation or  
1133 other notice issued to Licensee by ROKOKO and transmitted via email, facsimile,  
1134 physical delivery, or otherwise, or (b) obtained from ROKOKO on request. For  
1135 clarification, License Identification does not include a designation, confirmation,  
1136 packaging or other document provided by a Reseller or other third party.

1137 16. “License Type” means a type of license specified by ROKOKO for ROKOKO  
1138 Materials, including the types set forth in Exhibit B. License Type includes the  
1139 terms specified by ROKOKO for each type of license, including the applicable  
1140 terms set forth in Exhibit B. License Type is determined by ROKOKO and may be  
1141 specified in the applicable License Identification.

1142 17. “Licensed Materials” means Software, Supplemental Materials and User  
1143 Documentation (a) downloaded by clicking on the “I accept” button or other button  
1144 or mechanism associated with this Agreement or by otherwise indicating assent to  
1145 this Agreement, (b) delivered prepackaged with this Agreement, or (c) otherwise  
1146 accompanied by this Agreement, provided that (i) in the case of Software, the  
1147 Software is identified in an applicable License Identification, and (ii) Licensee has  
1148 paid (and continues to pay) the applicable fees. Licensed Materials also includes  
1149 Supplemental Materials and User Documentation that ROKOKO provides or  
1150 makes available to Licensee for use with Software licensed under this Agreement

1151 if there are no separate terms for such materials specified by ROKOKO. Licensed  
1152 Materials includes, without limitation, any error corrections, patches, service  
1153 packs, updates and upgrades to, and new versions of, the Licensed Materials that  
1154 ROKOKO provides or makes available to Licensee under Licensee's then-current  
1155 license. Licensee acknowledges that availability of Upgrades and new versions  
1156 may be subject to additional fees and the Strategic Program Terms. In addition,  
1157 Licensed Materials includes, without limitation, any Previous Versions and other  
1158 ROKOKO Materials that Licensee receives or retains pursuant to the Strategic  
1159 Program Terms, but only for so long as and to the extent expressly authorized by  
1160 the Strategic Program Terms. Notwithstanding the foregoing (or any other  
1161 provision of this Agreement), Licensed Materials in all cases excludes Excluded  
1162 Materials.

1163 18. "Licensee" means (a) the company or other legal entity on behalf of which  
1164 ROKOKO Materials are acquired, if the ROKOKO Materials are acquired on  
1165 behalf of such an entity (e.g., by an employee, independent contractor, or other  
1166 authorized representative), or (b) if there is no such entity, the individual who  
1167 accepts this Agreement (e.g., by selecting the "I accept" button or other button or  
1168 mechanism associated with this Agreement or otherwise indicating assent to this  
1169 Agreement, or by installing, downloading, accessing, or otherwise copying or  
1170 using all or any portion of the ROKOKO Materials). For clarification, "Licensee"  
1171 refers only to a single, specifically identified legal entity or individual, and does  
1172 not include any subsidiary or affiliate of any such legal entity or individual or any  
1173 other related person.

1174 19. "Licensee's Internal Business Needs" means, in reference to Licensed  
1175 Materials, the use of such Licensed Materials (and the features and functionality  
1176 thereof) by Licensee's own Personnel to meet the internal requirements of

1177 Licensee's business in the ordinary course of such business, provided that Internal  
1178 Business Needs will in no event include providing or making available such  
1179 Licensed Materials (or the features or functionality thereof) to any third party.

1180 20. "Networked Basis" means a computing environment that includes a Computer  
1181 acting as a file server which allows the Licensed Materials Installed on such  
1182 Computer to be uploaded and Installed to, and operated, viewed or otherwise  
1183 Accessed from, other Computers through a local area network connection or  
1184 through a VPN connection subject to compliance with the VPN Requirements.

1185 21. "Permitted Number" means a maximum number (e.g., number of authorized  
1186 users, number of concurrent users, number of computers, sessions, etc.) applicable  
1187 to a license of the Licensed Materials and to the License Type associated with such  
1188 license. Such number is determined by ROKOKO and may be specified in the  
1189 applicable License Identification.

1190 22. "Personal Learning Purposes" means (i) personal learning as a Student or (ii) in  
1191 the case of a non-Student, personal learning, excluding (a) in-person or online  
1192 classroom learning in any degree-granting or certificate granting program, and (b)  
1193 learning related to any commercial, professional or other for-profit purposes.

1194 23. "Personnel" means (a) Licensee's individual employees and (b) individual  
1195 persons who are independent contractors working on Licensee's premises and who  
1196 Install and Access the Licensed Materials only on and through Computers owned  
1197 or leased and controlled by Licensee.

1198 24. "Previous Versions" means, as to any then-current release of Licensed  
1199 Materials, a prior release of the Licensed Materials as to which such then-current  
1200 release is a successor or substitute (as determined by ROKOKO).

1201 25. "Qualified Educational Institution" means an educational institution which has  
1202 been accredited by an authorized governmental agency within its applicable local,

1203 state, provincial, federal, or national government and has the primary purpose of  
1204 teaching its enrolled students.

1205 26. “Strategic Program” means (i) Subscription or (ii) a rental program offered  
1206 generally by ROKOKO pursuant to which ROKOKO makes available Licensed  
1207 Materials.

1208 27. “Strategic Program Terms” means the terms for a Strategic Program or any  
1209 successor or supplemental web page of ROKOKO (the URL for which may be  
1210 obtained on ROKOKO’s website or on request).

1211 28. “Reseller” means a distributor or reseller authorized directly or indirectly by  
1212 ROKOKO to distribute authentic ROKOKO Materials to Licensee.

1213 29. “Services” means services (including the results of services) provided or made  
1214 available by ROKOKO, including, without limitation, support services, storage,  
1215 simulation and testing services, training and other benefits, but excluding services  
1216 provided or made available as part of a Strategic Program .

1217 30. “Services Terms” means the terms for Services set forth at a location where a  
1218 user may order or register for, or that is displayed in connection with ordering or  
1219 registering for, such Services (e.g., a web page) or any successor or supplemental  
1220 web pages of ROKOKO.

1221 31. “Software” means a computer program, or a module or component of a  
1222 computer program, distributed or made available by ROKOKO. The term  
1223 “Software” may also refer to functions and features of a computer program.

1224 32. “Stand-alone Basis” means (i) the Licensed Materials are Installed on a single  
1225 Computer and (ii) the Licensed Materials cannot be Installed on, or operated,  
1226 viewed or otherwise Accessed from or through any other Computer (e.g., through a  
1227 network connection of any kind).

1228 33. “Student” means an individual person enrolled as a student at a Qualified  
1229 Educational Institution.

1230 34. “Subscription” is the program offered generally by ROKOKO under which  
1231 ROKOKO provides (among other things) updates and upgrades to, new versions  
1232 of, and certain other support, services and training relating to ROKOKO Materials.

1233 35. “Supplemental Materials” means materials, other than Software and related  
1234 User Documentation, that are distributed or made available by ROKOKO for use  
1235 with Software. Supplemental Materials include, without limitation, (a) content,  
1236 such as sample drawings and designs, modules for drawings and designs, and  
1237 representations of elements used in drawings and designs (e.g., buildings, parts of  
1238 buildings, fixtures, furniture, bridges, roads, characters, backgrounds, settings and  
1239 animations), (b) background materials, such as building codes and descriptions of  
1240 building practices, (c) tools for rendering the output of the Software, such as fonts,  
1241 and (d) Development Materials, application programming interfaces (APIs), and  
1242 other similar developer materials (including API Information).

1243 36. “Territory” (a) means the country, countries or jurisdiction(s) specified in the  
1244 License Identification, or (b) if there is no such License Identification, or no  
1245 country or jurisdiction is specified in the License Identification, means the country  
1246 in which Licensee acquires a license to the ROKOKO Materials. If the License  
1247 Identification specifies, or Licensee acquires the ROKOKO Materials in, a member  
1248 country of the European Union or the European Free Trade Association, Territory  
1249 means all the countries of the European Union and the European Free Trade  
1250 Association.

1251 37. “Uninstall” means to remove or disable a copy of ROKOKO Materials from a  
1252 hard drive or other storage medium through any means or otherwise to destroy or  
1253 make unusable a copy of the ROKOKO Materials.

1254 38. “Upgrade” means a full commercial version of Licensed Materials (a) which is  
1255 a successor to or substitute for a qualifying prior release (and may incorporate error  
1256 corrections, patches, service packs and updates and upgrades to, and may enhance  
1257 or add to the features or functionality of, the prior release) or different release of  
1258 Licensed Materials, (b) is provided to a Licensee who has previously licensed the  
1259 applicable qualifying prior or different release from ROKOKO and (c) for which  
1260 ROKOKO generally charges a separate fee or makes available solely to customers  
1261 under a Strategic Program . Whether ROKOKO Materials are an Upgrade may be  
1262 specified in the applicable License Identification. Whether ROKOKO Materials  
1263 are an Upgrade and whether Licensee has met the qualifications to license  
1264 particular ROKOKO Materials as an Upgrade are determined by ROKOKO.

1265 39. “User Documentation” means the explanatory or instructional materials for  
1266 Software or Supplemental Materials (including materials regarding use of the  
1267 Software or Supplemental Materials), whether in printed or electronic form, that  
1268 ROKOKO or a Reseller incorporates in the Software or Supplemental Materials (or  
1269 the packaging for the Software or Supplemental Materials) or otherwise provides  
1270 to its customers when or after such customers license, acquire or Install the  
1271 Software or Supplemental Materials.

1272 40. “VPN Requirements” means (i) the Licensed Materials are Accessed through a  
1273 secure virtual private network (“VPN”); (ii) the maximum number of concurrent  
1274 users Accessing the Licensed Materials (on a Networked Basis or through the  
1275 VPN) does not exceed the Permitted Number at any time; (iii) all copies of the  
1276 Licensed Materials are Installed and Accessed exclusively in conjunction with the  
1277 technical protection device (if any) supplied with the Licensed Materials; and (iv)  
1278 the VPN connection is secure and complies with current industry standard  
1279 encryption and protection mechanisms.

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**Exhibit B**

**License Types**

1. Stand-alone (Individual) or Single-user License. If the License Identification identifies the License Type as “Stand-alone”, “Individual” or “Single-user”, then Licensee may Install a single primary copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such primary copy of the Licensed Materials solely by Licensee’s Personnel, and solely for Licensee’s Internal Business Needs. Licensee may also Install a single additional copy of such Licensed Materials on one (1) additional Computer, on a Stand-alone Basis; provided that (i) such additional copy of the Licensed Materials is Accessed solely by the same person as the primary copy; (ii) such person is Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such person Accesses the additional copy solely to perform work while away from that person’s usual work location and solely for Licensee’s Internal Business Needs; and (iv) the primary and additional copies are not Accessed at the same time. Stand-alone (Individual) or Single-user License is for a perpetual term, except as otherwise provided in this Agreement.

2. Multi-seat Stand-alone License. If the License Identification identifies the License Type as “Multi-seat Stand-alone”, then Licensee may Install primary copies of the specific release of the Licensed Materials designated in the applicable License Identification on up to the Permitted Number of Computers, on a Stand-alone Basis, and permit Access to such copies of the Licensed Materials solely by Licensee’s Personnel, and solely for Licensee’s Internal Business Needs. Licensee may also Install additional copies of such Licensed Materials on additional

1306 Computers in an amount up to the Permitted Number of Computers, on a Stand-  
1307 alone Basis; provided that (i) each additional copy of such Licensed Materials is  
1308 Accessed solely by the same person as the primary copy; (ii) such person is  
1309 Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such  
1310 person Accesses the additional copy solely to perform work while away from that  
1311 person's usual work location and solely for Licensee's Internal Business Needs;  
1312 and (iv) the primary and additional copies are not Accessed at the same time.  
1313 Multi-seat Stand-alone License is for a perpetual term, except as otherwise  
1314 provided in this Agreement.

1315 3. Network or Multi-user License. If the License Identification identifies the  
1316 License Type as "Network" or "Multi-user", then Licensee may Install copies of  
1317 the specific release of the Licensed Materials designated in the applicable License  
1318 Identification on a Computer and permit Access to such Licensed Materials on  
1319 multiple Computers, on a Networked Basis, solely by Licensee's Personnel, solely  
1320 for Licensee's Internal Business Needs, only so long as the maximum number of  
1321 concurrent Authorized Users does not exceed the Permitted Number of Authorized  
1322 Users or other limits imposed by the ROKOKO License Manager (if any).  
1323 Licensee may, at Licensee's option, also Install the Licensed Materials on a Hot  
1324 Backup Server; provided that Licensee may Access the Licensed Materials on the  
1325 Hot Backup Server only during the time period when, and solely for as long as, the  
1326 primary Installed copy of the Licensed Materials is inoperable and only subject to  
1327 the same terms and conditions as are applicable to the primary Installed copy. A  
1328 "Hot Backup Server" means a file server Computer that has a second copy of the  
1329 Software and Supplemental Materials Installed but that is not permitted to be  
1330 Accessible except when the primary Installed copy of the Software and  
1331 Supplemental Materials are inoperable and only for so long as such primary

1332 Installed copy is inoperable. A Network or Multi-user License is for a perpetual  
1333 term, except as otherwise provided in this Agreement.

1334 4. Educational Stand-alone (Individual) License. If the License Identification  
1335 identifies the License Type as “Educational Stand-alone (Individual)”, then an  
1336 Educational Licensee may Install a copy of the specific release of the Licensed  
1337 Materials designated in the applicable License Identification on two (2) Computers  
1338 (or as otherwise authorized in writing by ROKOKO), subject to certain functional  
1339 limitations described in Section 6.3 (Affected Data), on a Stand-alone Basis, and  
1340 permit Access to such copy of the Licensed Materials solely by the Educational  
1341 Licensee solely for Educational Purposes. An Educational Stand-alone (Individual)  
1342 License is for a fixed term specified in the applicable License Identification or, if  
1343 no such term is specified, the term is thirty-six (36) months from Installation or as  
1344 otherwise authorized in writing by ROKOKO.

1345 5. Educational Multi-seat Stand-alone License. If the License Identification  
1346 identifies the License Type as “Educational Multi-seat Stand-alone,” then an  
1347 Educational Licensee may Install copies of the specific release of the Licensed  
1348 Materials designated in the applicable License Identification on up to the Permitted  
1349 Number of Computers, subject to certain functional limitations described in  
1350 Section 6.3 (Affected Data), on a Stand-alone Basis, and permit Access to such  
1351 copies of the Licensed Materials solely by Educational Licensees solely for  
1352 Educational Purposes. An Educational Multi-seat Stand-alone License is for a  
1353 fixed term specified in the applicable License Identification or, if no such term is  
1354 specified, the term is thirty-six (36) months from Installation or as otherwise  
1355 authorized in writing by ROKOKO.

1356 6. Educational Network License. If the License Identification identifies the License  
1357 Type as “Educational Network”, then an Educational Licensee may Install copies

1358 of the specific release of the Licensed Materials designated in the applicable  
1359 License Identification on a single file server Computer, subject to certain  
1360 functional limitations described in Section 6.3 (Affected Data), and Access such  
1361 Licensed Materials on multiple Computers on a Networked Basis, and permit  
1362 Access to such copies of the Licensed Materials solely by Educational Licensees  
1363 solely for Educational Purposes, only so long as the maximum number of  
1364 concurrent Authorized Users does not exceed the Permitted Number of Authorized  
1365 Users. An Educational Network License is for a fixed term specified in the  
1366 applicable License Identification or, if no such term is specified, the term is thirty-  
1367 six (36) months from Installation or as otherwise authorized in writing by  
1368 ROKOKO.

1369 7. Personal Learning License. If the License Identification identifies the License  
1370 Type as “Personal Learning”, then Licensee may Install a copy of the specific  
1371 release of the Licensed Materials designated in the applicable License  
1372 Identification on one (1) Computer, subject to certain functional limitations  
1373 described in Section 6.3 (Affected Data), on a Stand-alone Basis, and permit  
1374 Access to such copy of the Licensed Materials solely by Licensee, as an individual,  
1375 solely for Personal Learning Purposes and only at and from locations that are not  
1376 labs or classrooms and are not operated for commercial, professional or for-profit  
1377 purposes. A Personal Learning License is for a fixed term specified in the  
1378 applicable License Identification. If no such term is specified, the term is thirteen  
1379 (13) months from Installation.

1380 8. Evaluation/Demonstration/Trial. If ROKOKO identifies the License Type as a  
1381 “demonstration”, “evaluation”, “trial,” “not for resale” or “NFR” version (each, an  
1382 “Evaluation License”) in the applicable License Identification, Licensee may  
1383 Install a copy of the specific release of the Licensed Materials designated in the

1384 applicable License Identification on ten (10) Computers, subject to certain  
1385 functional limitations described in Section 6.3 (Affected Data), on a Stand-alone  
1386 Basis, and permit Access to such copy of the Licensed Materials, solely by  
1387 Licensee's Personnel, solely for Evaluation Purposes, only so long as the  
1388 maximum number of concurrent Authorized Users does not exceed ten (10), and  
1389 only from Licensee's work location. An Evaluation License is for a fixed term  
1390 specified in the applicable License Identification, or if no such term is specified,  
1391 the term is thirty (30) days from Installation or as otherwise authorized in writing  
1392 by ROKOKO.

1393 9. Fixed Term/Limited Duration/Rental License. If ROKOKO identifies a license  
1394 in the applicable License Identification as being for a specified period or limited  
1395 duration or as having a fixed term or as a rental license, Licensee's right to Install  
1396 and Access the Licensed Materials will continue only for the period, duration or  
1397 term specified in the License Identification. Such Installation and Access will be in  
1398 accordance with and subject to the applicable License Type and Permitted  
1399 Number. If ROKOKO identifies a license in the applicable License Identification  
1400 as being for a specified period or limited duration, or as having a fixed term, or a  
1401 rental license but no period, duration or term is specified in the License  
1402 Identification, the period, duration or term will be ninety (90) days from  
1403 Installation (or the period specified in Sections B.6 (Educational Network  
1404 License), B.7 (Personal Learning License) or B.8 (Evaluation/Demonstration/Trial)  
1405 of this Exhibit B with respect to the licenses described in those sections).

1406 10. Session Specific Network License. If the License Identification identifies the  
1407 License Type as a "Session Specific Network License", Licensee may install one  
1408 (1) copy of the specific release of the Licensed Materials designated in the  
1409 applicable License Identification on a Computer and permit Access to such

1410 Licensed Materials from multiple Computers through a Supported Virtualization  
1411 Application, on a Networked Basis, solely by Licensee's Personnel, solely for  
1412 Licensee's Internal Business needs, only so long as the maximum number of  
1413 concurrent Sessions does not exceed the Permitted Number or other limits imposed  
1414 by the ROKOKO License Manager tool (if any). For purposes of this Session  
1415 Specific Network License, (a) a "Session" is defined as a single interactive  
1416 information exchange between two Computers that are connected through a  
1417 Supported Virtualization Application, and (b) "Supported Virtualization  
1418 Application(s)" are those third party virtualization applications or methods that are  
1419 specifically identified as supported by ROKOKO in the User Documentation for  
1420 the Licensed Materials. With respect to the applicable Supported Virtualization  
1421 Application, Licensee agrees to activate any available session tracking mechanism,  
1422 not disable any such session tracking mechanism and to retain all records  
1423 generated by such session tracking mechanism. A Session Specific Network  
1424 License is for a perpetual term, except as other wise provided in this Agreement.

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# **EXHIBIT 10**

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## **Rokoko EULA v2**

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1433 Source:

1434 [https://cdn.rokoko.com/legal/rokoko-studio/rokoko\\_studio\\_eula\\_v2.pdf](https://cdn.rokoko.com/legal/rokoko-studio/rokoko_studio_eula_v2.pdf)

1435 -----

1436 END USER LICENSE AGREEMENT 1. Parties and background 1.1. This  
1437 Rokoko Studio End User License Agreement (hereinafter referred to as "EULA") is  
1438 a non-exclusive, legally binding end user license agreement between any  
1439 organisation ("END-USER") that uses or acquires a Rokoko Studio software  
1440 licenses from Rokoko Electronics ApS, company no. 35 68 06 67, Sankt Gertruds  
1441 Straede 6 E, 1129 Copenhagen K, Denmark ("Licensor" or "Rokoko"). 1.2. By  
1442 installing, copying, accessing, downloading or otherwise using Rokoko Studio  
1443 software, END-USER agrees to be bound by the provisions of this EULA. 1.3. The  
1444 subject matter of this EULA is the use by END-USER of Rokoko Studio software.  
1445 The Rokoko Studio software is licensed, not sold, and the use under the license is  
1446 subject to certain restrictions and limitations, including but not limited to a time  
1447 limitation. 2. Declaration regarding USE of Rokoko Studio software 2.1. The  
1448 END-USER confirms that any use of Rokoko Studio software acquired by it under  
1449 the terms and conditions of this EULA will be used by the END-USER for  
1450 commercial, scientific or academic purposes. 3. END-USER's Rights and  
1451 Obligations 3.1. Licensor grants to the END-USER a non-exclusive, worldwide,  
1452 license to the Rokoko Studio software licensed by the END-USER. 3.2. END-  
1453 USER may not reproduce, distribute, sublicense, rent, lease or lend any version of  
1454 the Rokoko Studio software. It is emphasized that the END-USERS shall not be  
1455 entitled to distribute or transfer in any way (including, without, limitation by way  
1456 of sublicense) the Rokoko Studio software. Without limitation of the foregoing it is  
1457 emphasized that END-USER shall not be entitled to share the costs related to the  
1458 licensing of Rokoko Studio software and then let any third party that has

1459 contributed to such license use the software (forum pooling). 3.3. END-USER is  
1460 granted a license to install and use the licensed Rokoko Studio software on an  
1461 unlimited number of computers of the END-USER. 3.4. With respect to any  
1462 licensed Rokoko Studio software, no modification, integration or any other use of  
1463 this software shall: (i) infringe, misappropriate, or violate a third party's patent,  
1464 copyright, trademark, trade secret, moral rights, or other intellectual property  
1465 rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that  
1466 would violate, any applicable law or regulation or would give rise to liability of  
1467 any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory,  
1468 obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry,  
1469 racism, hatred, harassment, or harm against any individual or group; (vi) promote  
1470 violence or actions that are threatening to any other person; or (vii) promote illegal  
1471 or harmful activities or substances. 4. Subscription and billing 4.1. Access to the  
1472 Rokoko Studio Basic software is free for individual users (identified by e-mail  
1473 accounts) registered by END-USER. 4.2. Access to the Rokoko Studio Plus  
1474 software is subject to a monthly / yearly subscription fee of USD 24.00 / USD  
1475 USD 228.00, excluding VAT and taxes, per individual user (identified by e-mail  
1476 accounts) registered by END-USER. 4.3. Access to the Rokoko Studio Pro  
1477 software is subject to a monthly / yearly subscription fee of USD 49.00 / USD  
1478 USD 468.00, excluding VAT and taxes, per individual user (identified by e-mail  
1479 accounts) registered by END-USER. 4.4. Access to the Rokoko Studio Enterprise  
1480 software is subject to a monthly / yearly subscription fee of USD 119.00 / USD  
1481 USD1,188.00, excluding VAT and taxes, per individual user (identified by e-mail  
1482 accounts) registered by END-USER. 4.5. The subscription fee is payable monthly  
1483 or yearly in advance. Licensor reserves the right to change the subscription fee  
1484 with 1 (one) months prior notice. 4.6. The license fee for each Rokoko Studio Add-

1485 On is set out on the Licensor webshop. Licensor reserves the right to change the  
1486 license fee of the Add-Ons from time to time one month notice. 4.7. END-USER  
1487 shall pay the subscription fee and the license fee for the Rokoko Studio software in  
1488 accordance with the payment process provided on the Licensor webshop. If  
1489 Licensor cannot charge the END-USER payment method for any reason (such as  
1490 expiration or insufficient funds), and the END-USER have not cancelled the  
1491 Subscription, the END-USER remain responsible for any uncollected amounts, and  
1492 Licensor will attempt to charge the payment method as the END-USER may  
1493 update your payment method information. 4.8. All subscription fees, license fees  
1494 and any other payment under this EULA are invoiced by Licensor, unless and until  
1495 Rokoko notifies the END-USER differently in writing. 5. Consent to use data 5.1.  
1496 END-USER agree that Licensor may collect and use technical data, usage data and  
1497 related information—including but not limited to technical information about your  
1498 device, system and application software, and peripherals—that is gathered  
1499 periodically to facilitate the provision of software updates, product support, and  
1500 other services to you (if any) related to the Rokoko Studio software and Rokoko  
1501 Studio Add-On. Licensor may use this information to improve its products or to  
1502 provide services or technologies to you. 6. Termination 6.1. Without prejudice to  
1503 any other rights, Licensor may terminate this EULA with immediate effect if END-  
1504 USER fails to comply with the terms and conditions of this EULA and the Terms  
1505 or in any way abuse or misuse the Rokoko Studio software. 6.2. In the event of  
1506 abuse or misuse LICENSOR shall have the right to sue for infringement and/or  
1507 breach of contract, for which LICENSOR will seek all damages and remedies  
1508 available including attorney’s fees and all associated costs plus all estimated  
1509 current and future earnings incurred by the END-USER as a result of the abuse or  
1510 misuse. 6.3. In the event of termination of this EULA due to a breach by END-

1511 USER, all license rights granted herein terminate. 6.4. Each Party may terminate  
1512 the EULA without cause at any time with 1 (one) month notice to the end of a  
1513 calendar month. 7. Trademarks 7.1. This EULA does not grant END-USER any  
1514 rights in connection with any trademarks or service marks of Licensor or  
1515 Licensor's other suppliers. 8. Copyright 8.1. The Rokoko Studio software is  
1516 protected by copyright laws and international copyright treaties, as well as other  
1517 intellectual property laws and treaties. 8.2. All title and intellectual property rights  
1518 in and to the Rokoko Studio software (including but not limited to any software,  
1519 images, photographs, animations, graphics, 3D graphics, video, audio, music, text,  
1520 tutorials, and iappletsî incorporated into the Rokoko Studio software), the  
1521 accompanying printed materials, and any copies of the Rokoko Studio software are  
1522 owned by Licensor. All rights not expressly granted are reserved by Licensor. For  
1523 greater certainty and without limitation of the foregoing, use of Rokoko Studio  
1524 software, whether modified as permitted hereunder or unmodified, is limited to use  
1525 as expressly provided in this EULA. 9. No stealing 9.1. END-USER agrees not to  
1526 access (or attempt to access) Rokoko Studio software by any means other than  
1527 through the interface that is provided by Licensor, unless END-USER has been  
1528 specifically allowed to do so in a separate agreement with Licensor. END-USER  
1529 specifically agrees not to access (or attempt to access) any Rokoko Studio software  
1530 through any automated means (including use of scripts, crawlers or similar  
1531 technologies from time to time). 10. Disclaimer of Warranties 10.1. END-USER  
1532 EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE  
1533 ROKOKO STUDIO SOFTWARE IS AT END-USER'S SOLE RISK AND THAT  
1534 THE ROKOKO STUDIO SOFTWARE IS PROVIDED iAS ISî AND iAS  
1535 AVAILABLEî WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM  
1536 EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR,

1537 LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND  
1538 AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT  
1539 TO END-USER THAT: (A) END-USER'S USE OF THE ROKOKO STUDIO  
1540 SOFTWARE WILL MEET END-USER'S REQUIREMENTS, (B) END-USER'S  
1541 USE OF THE ROKOKO STUDIO SOFTWARE WILL BE UNINTERRUPTED,  
1542 TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION  
1543 OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF  
1544 THEROKOKO STUDIO SOFTWARE WILL BE ACCURATE OR RELIABLE,  
1545 AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF  
1546 ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ROKOKO  
1547 STUDIO SOFTWARE WILL BE CORRECTED. 10.2. END-USER'S USE OF  
1548 ANY ROKOKO STUDIO SOFTWARE IS AT END-USER'S OWN  
1549 DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR  
1550 ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER  
1551 DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE. 10.3. TO  
1552 THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR  
1553 FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR  
1554 CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED,  
1555 INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS  
1556 AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY,  
1557 FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT,  
1558 WITH RESPECT TO ANY ROKOKO STUDIO SOFTWARE. 10.4. NONE OF  
1559 THE ROKOKO STUDIO SOFTWARE ARE INTENDED FOR USE IN THE  
1560 OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS,  
1561 EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR  
1562 COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR

1563 ANY OTHER ACTIVITIES WHERE THE FAILURE OF THE ROKOKO  
1564 STUDIO SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR  
1565 SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. 11. Limitation of  
1566 Liability 11.1. THE LIABILITY OF THE LICENSOR AND ITS SUBSIDIARIES,  
1567 HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES  
1568 TOWARDS END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL  
1569 THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO  
1570 THE AMOUNTS PAID TO LICENSOR BY END-USER IN THE PAST SIX  
1571 MONTHS FOR THE ROKOKO STUDIO SOFTWARE RELATING TO THE  
1572 DISPUTE. IN NO EVENT SHALL LICENSOR OR ITS SUBSIDIARIES,  
1573 HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES  
1574 BE LIABLE TO END-USER FOR ANY SPECIAL, INCIDENTAL,  
1575 EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING  
1576 LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR  
1577 THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF  
1578 OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE  
1579 ROKOKO STUDIO SOFTWARE DOWNLOADED OR OTHERWISE  
1580 OBTAINED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM  
1581 BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING  
1582 NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR  
1583 NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH  
1584 LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE  
1585 AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS  
1586 AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.  
1587 11.2. END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT  
1588 LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES,

1589 REPRESENTATIVES AND AFFILIATES, AND ITS LICENSORS SHALL NOT  
1590 BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE  
1591 INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR  
1592 DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY END-USER  
1593 ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY  
1594 ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR  
1595 TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY,  
1596 DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING  
1597 APPEARS IN THE ROKOKO STUDIO SOFTWARE; OR FOR ANY  
1598 PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE  
1599 ROKOKO STUDIO SOFTWARE (OR ANY FEATURES WITHIN THE  
1600 ROKOKO STUDIO SOFTWARE); (III) THE DELETION OF, CORRUPTION  
1601 OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER  
1602 COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR  
1603 THROUGH END-USER'S USE OF THE ROKOKO STUDIO SOFTWARE; (IV)  
1604 END-USER'S FAILURE TO PROVIDE ROKOKO WITH ACCURATE  
1605 ACCOUNT INFORMATION; 11.3. NOTHING IN THE TERMS EXCLUDES  
1606 THE LIABILITY FOR LICENSOR, ITS SUBSIDIARIES OR AFFILIATES  
1607 FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II)  
1608 FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY  
1609 WHICH CANNOT BE LIMITED BY APPLICABLE LAW. 12. Amendments  
1610 12.1. Licensor reserves the right to amend the terms and conditions of the EULA at  
1611 any time with 1 (one) month prior notice. The most recent version of the EULA  
1612 may be found at [www.rokoko.com](http://www.rokoko.com). 13. Export Restrictions 13.1. Rokoko Studio  
1613 software may be subject to laws, administrative regulations and executive orders of  
1614 those authorities responsible according to any applicable laws relating to the

1615 control of imports and exports of the Rokoko Studio software (iExport Lawsî).  
1616 You agree to comply with all applicable Export Laws and you shall not export or  
1617 re-export directly or indirectly (including via remote access) any part of the  
1618 Rokoko Studio software to anyone in any country to which a license is required  
1619 under the Export Laws without first obtaining a license. 14. Venue and Applicable  
1620 Law 14.1. This EULA and END-USER's relationship with Licensor under this  
1621 EULA, shall be governed by the laws of Denmark without regard to its conflict of  
1622 laws provisions. Any dispute arising out of or in connection with this Agreement,  
1623 including any disputes regarding the existence, validity or termination thereof,  
1624 shall be settled by simplified arbitration arranged by The Danish Institute of  
1625 Arbitration in accordance with the rules of simplified arbitration procedure adopted  
1626 by The Danish Institute of Arbitration and in force at the time when such  
1627 proceedings are commenced. Notwithstanding this, END-USER agrees that  
1628 Licensor shall still be allowed to apply for injunctive remedies (or an equivalent  
1629 type of urgent legal relief) in any jurisdiction

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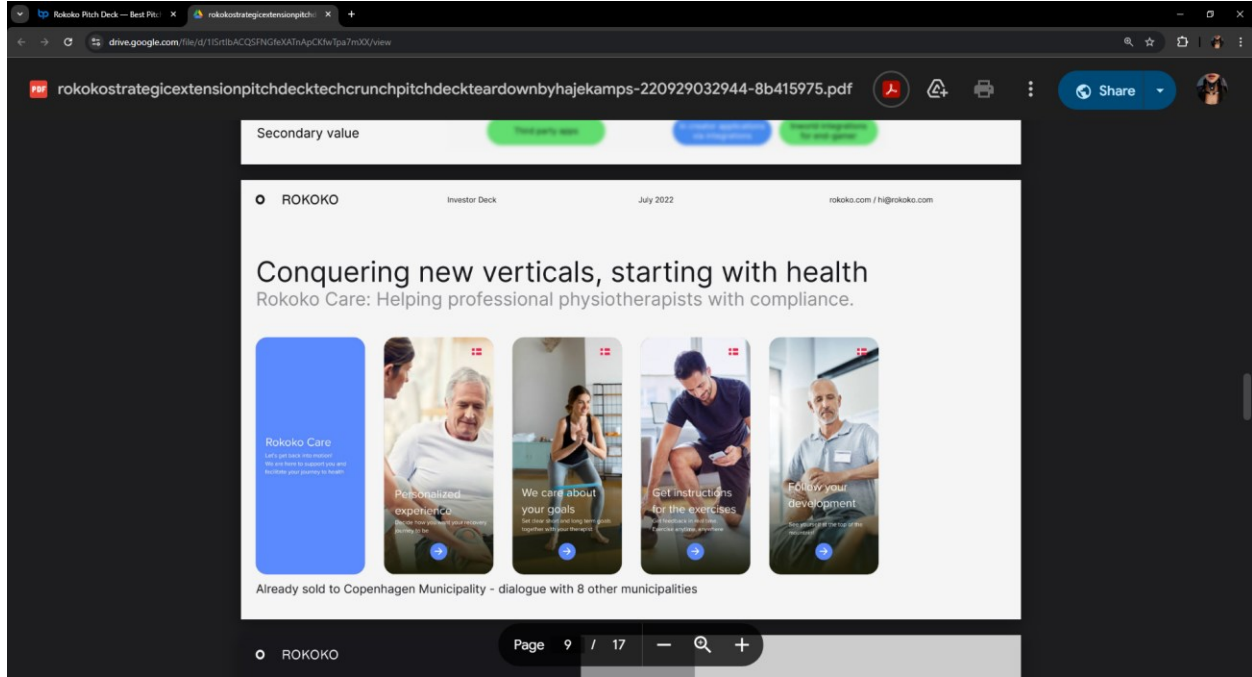
# **EXHIBIT 11**

1636

**2022 Rokoko Pitch Deck: CoCo Care & Rokoko Together**

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1638 2022 Rokoko pitch deck included Rokoko Care in the pitch



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# **EXHIBIT 12**

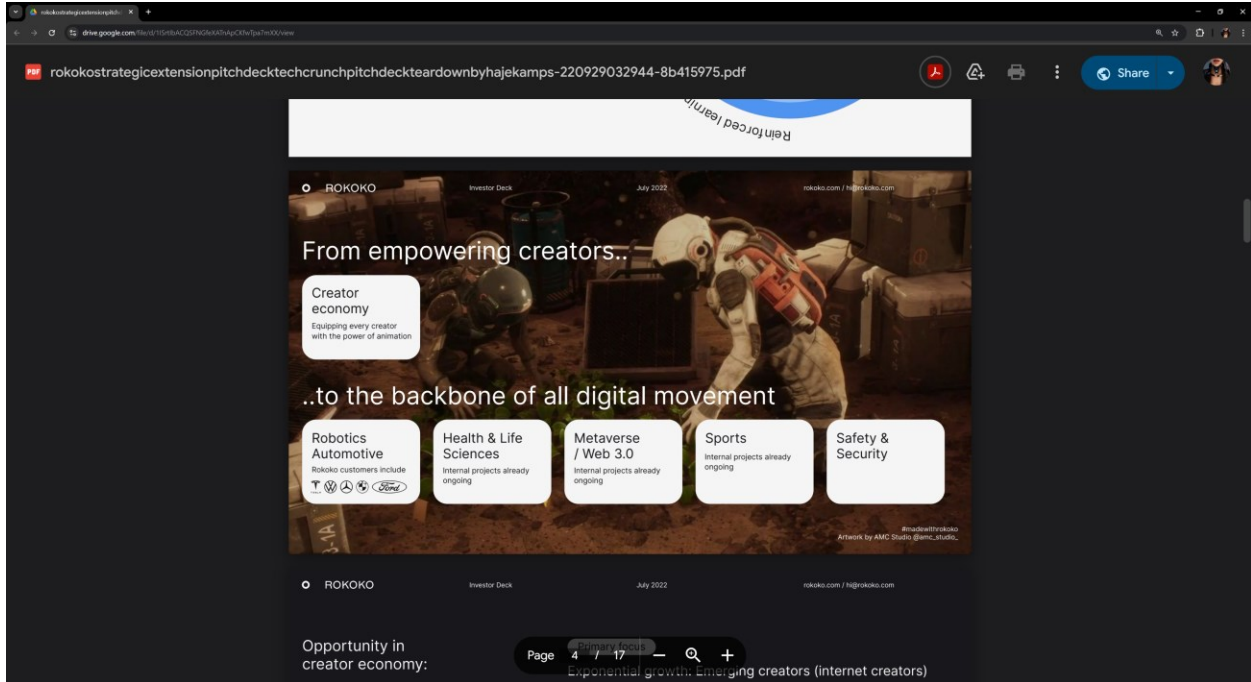
1644

**2022 Rokoko Pitch Deck: Animation Data from**

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**Creator Economy**

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# EXHIBIT 13

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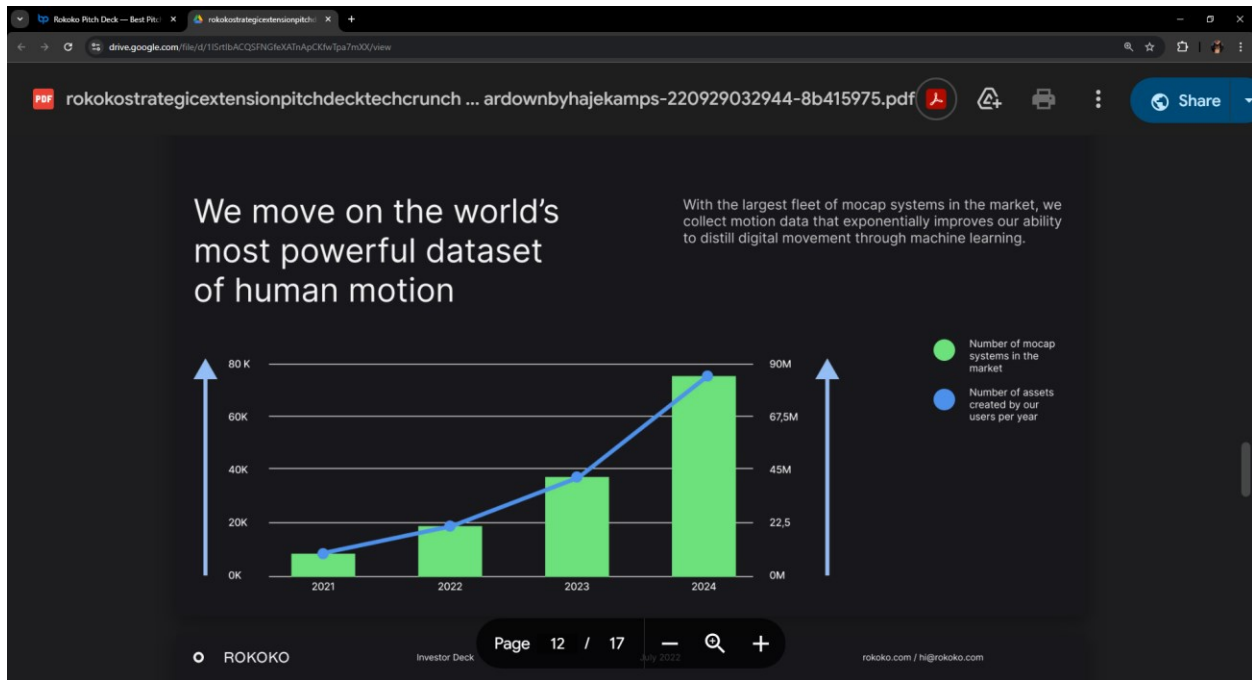
1656

**2022 Rokoko Pitch Deck: Rokoko Care already sold to municipality, internal projects already ongoing, future projections of animation data numbers**

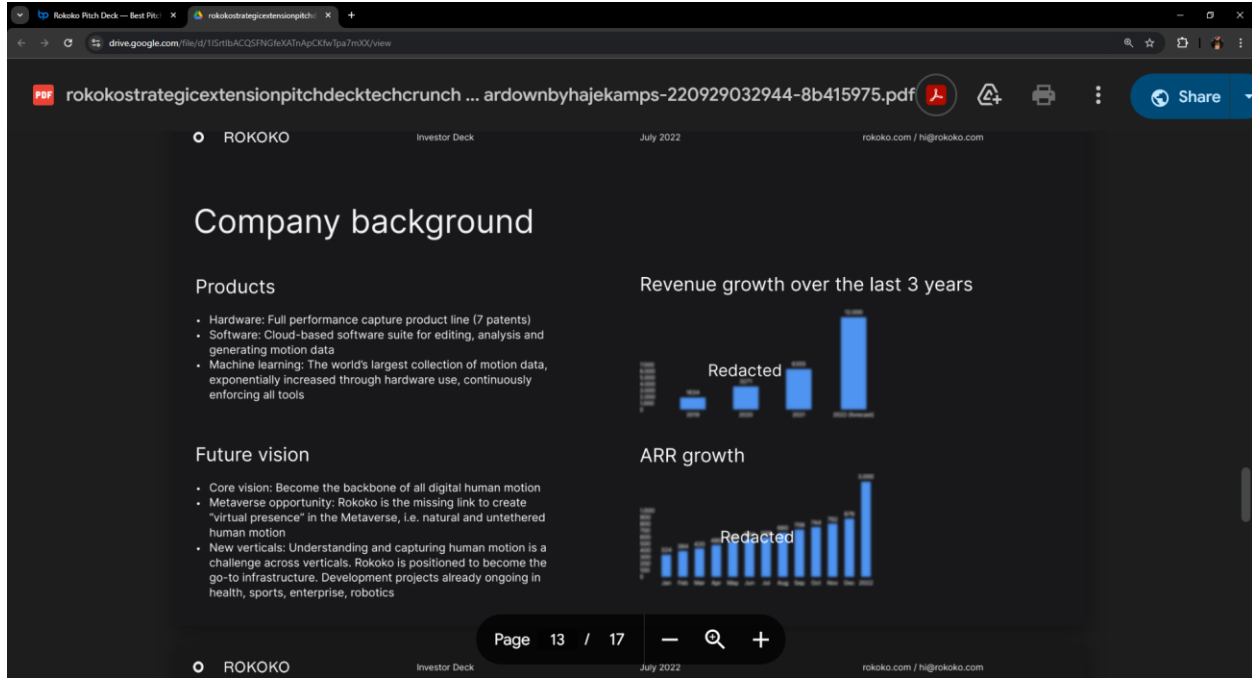
1657

1658

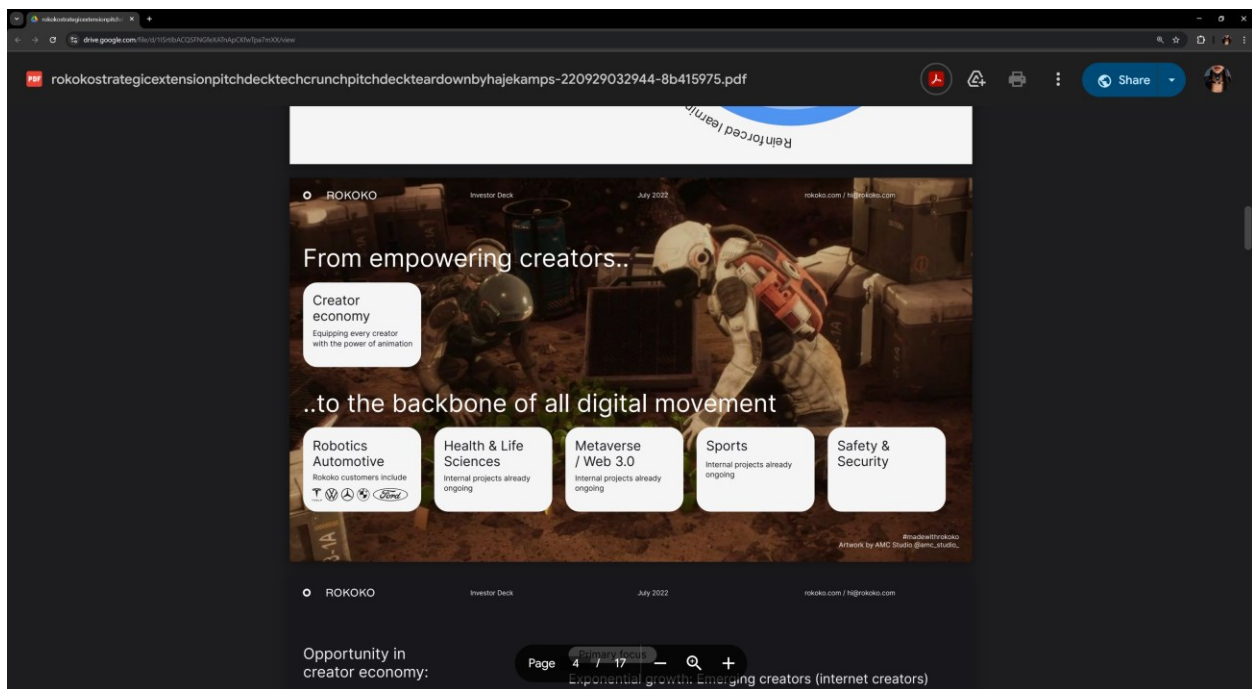
1659 Defendants



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# **EXHIBIT 14**

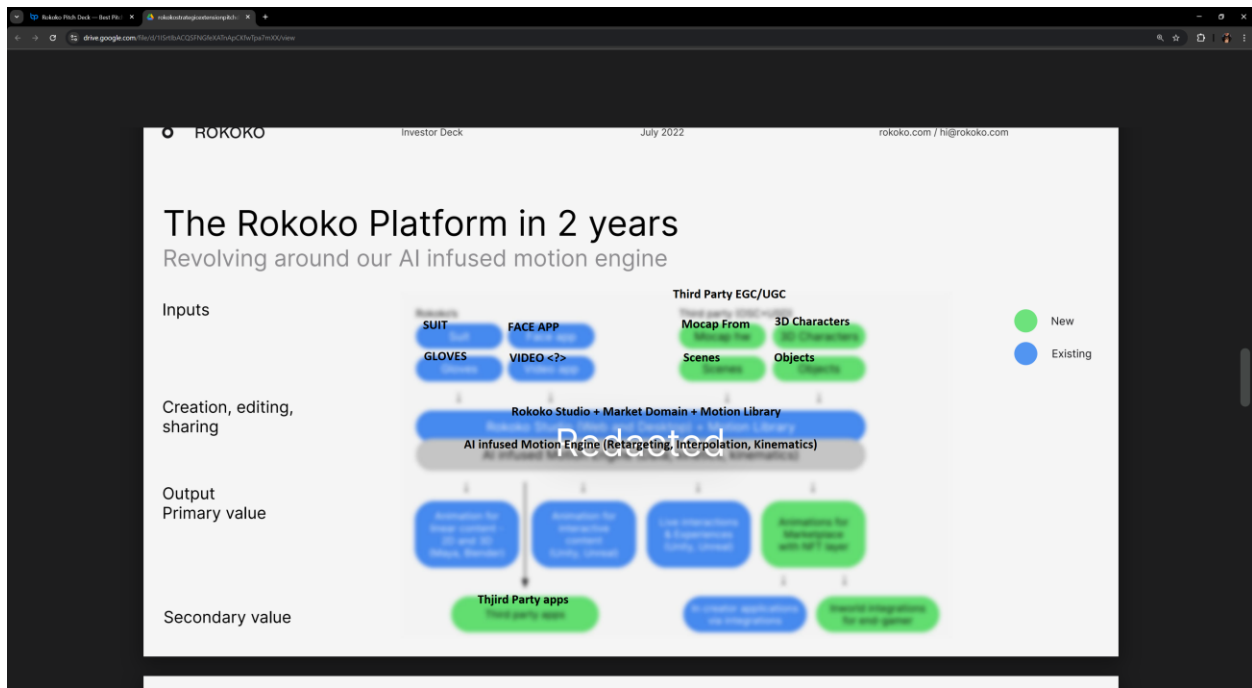
1667

**2022 Pitch Deck: Redacted graph, technical planning, new &  
existing processes**

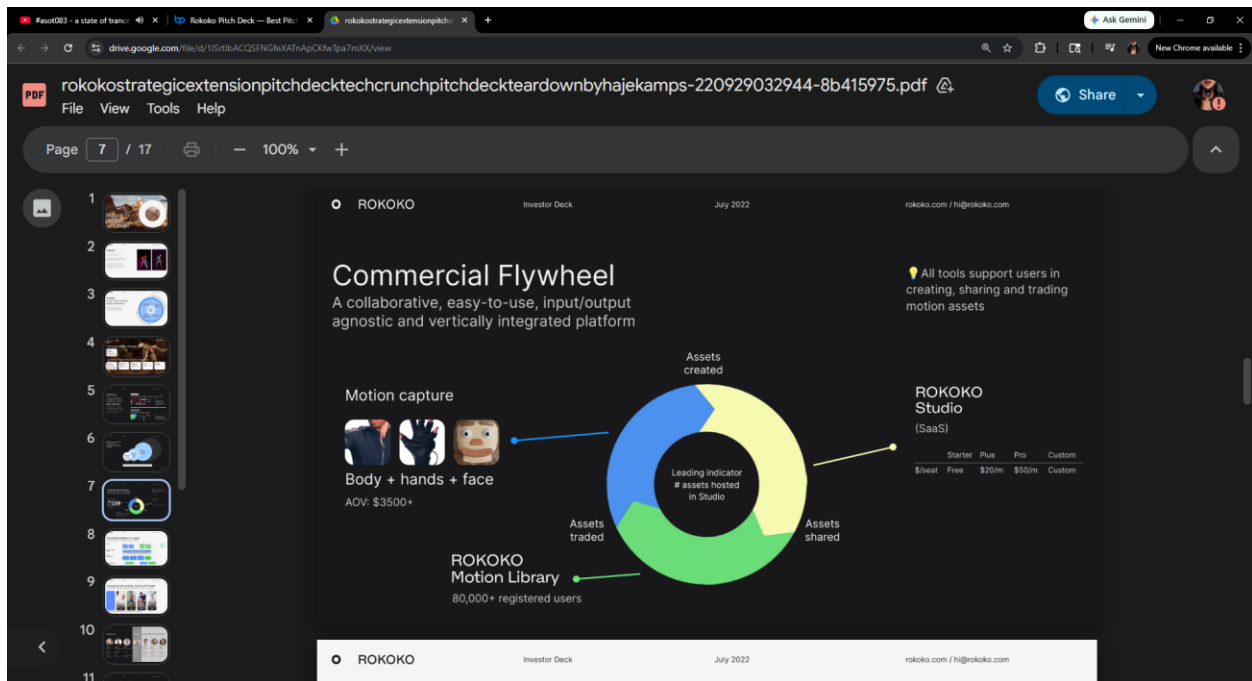
1668

1669

1670 Defendants redacted graph. NOTE: Some words are clearly visible, Plaintiff has  
1671 overlaid those words in black where visible for illustrative purposes only.



1672  
1673 Rokoko claims 80,000 users on one slide, 50,000 on another.



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# **EXHIBIT 15**

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**2022 Pitch Deck projects already ongoing health,  
sports, robotics. Data increases exponentially with  
hardware use.**

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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

### 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

### Revenue growth over the last 3 years

Year	Revenue
2021	Redacted
2022	Redacted
2023	Redacted

### ARR growth

Year	ARR
2021	Redacted
2022	Redacted
2023	Redacted

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# **EXHIBIT 16**

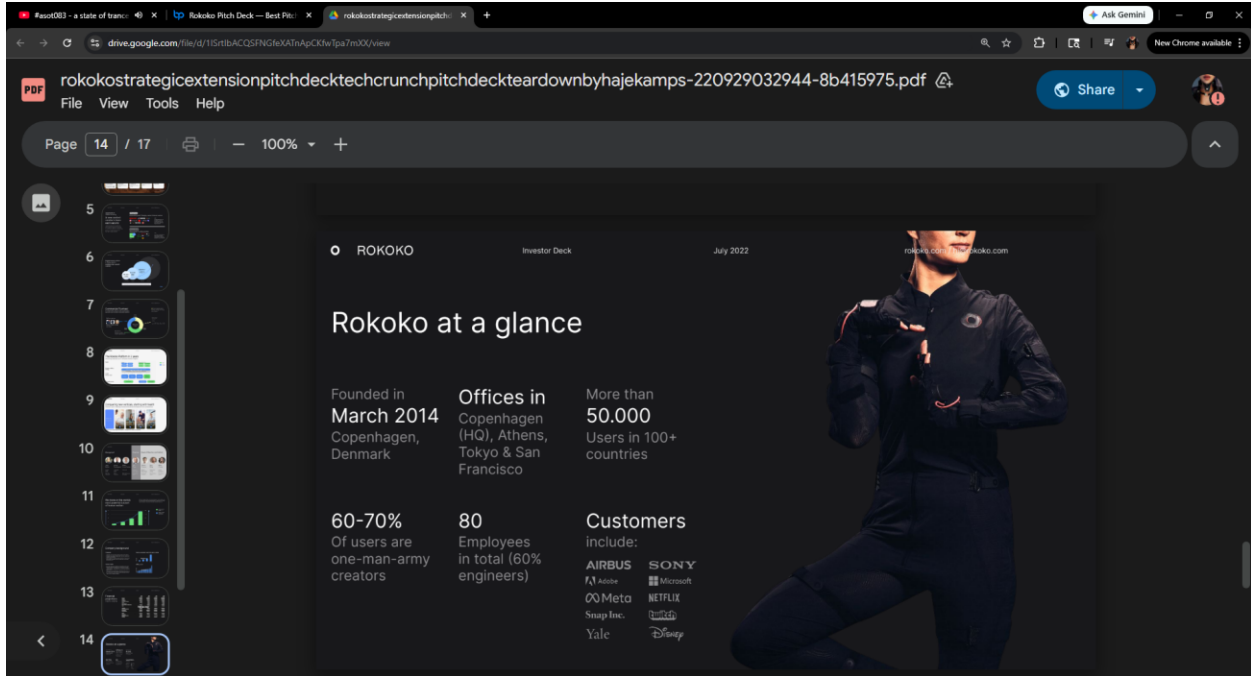
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**2022 Pitch Deck: 60-70% of users are one-man-army creators;**

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**worldwide offices; 50,000 users**

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# **EXHIBIT 17**

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## **Rokoko Authenticates The Pitch Deck**

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Re: Case dismissed, new case filed. - Message (HT...)

File Message Help

Delete Archive Reply Reply All Forward Respond All Apps Rokoko - matth... To Manager Team Email Move Move Mark Unread Follow Up Tags Editing Read Aloud Immersive Reader Translate Zoom

Re: Case dismissed, new case filed.

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

Walsh v Rokoko Civil.pdf 2 MB  
Untitled attachment 05221.htm 389 bytes

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 since we started, while constantly working to convince our investors that it is worth investing in helping and growing the small and medium sized content creators. This, we believe, has been to the benefit of creators that have been able to get affordable motion capture tools, which most have been very satisfied with and a small percentage have returned and received full refunds for. No dividends, bonuses or high salaries have ever been paid out to management or the board. Again, easily verifiable.

Overall, you clearly seem have the wrong picture of who we are and what company we have worked hard to build. We would never engage in those types of behaviours you describe. We do, however, understand your frustration around your repair case, and that our products have not worked as you wanted

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# **EXHIBIT 18**

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**Equity shareholder invested in 2022 after being presented**

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**with the 2022 pitch deck**

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Home > News

> Rokoko Electronics secured a \$3 million strategic investment round led by Naver Z, joined by Vækstfonden and North-East Ventures

## Rokoko Electronics secured a \$3 million strategic investment round led by Naver Z, joined by Vækstfonden and North-East Ventures

AI (big data) Software Services Video

🇩🇪 🇺🇸 🇰🇷 Investments 14 August 2022

Share:

Rokoko Electronics, an Copenhagen, Denmark & San Francisco, USA-based developer of an entire motion capture studio in one wireless body suit, announced completing a \$3 million equity funding round.

The money was raised from investors led by South Korea-based Naver Z, joined by existing shareholders Vækstfonden, North-East Ventures (Per Enevoldsen and Winnie Liljeborg) and Danish angel investors Thomas Visti and Brett Bibby.

Rokoko Electronics, founded in 2014 and led by CEO Jakob Balslev, is a developer of an animated technology designed to create motion capture assets. The company's technology uses motion technology and 3D graphics wearable sensors to create complex scenes live with characters, props and virtual camera in one affordable and intuitive solution, enabling creators to turn any space into a professional motion capture stage for recording, visualizing and exporting moments.

Rokoko previously raised almost \$8 million in capital funding in 2021, in 2020 and in 2019.

🔗 Interested in more dealflow and deeper data sets from Europe? Please consider joining Nordic 9!

### Rokoko (company)

🇩🇪 AI (big data) • Software Services • Video

1709



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## ROKOKO ELECTRONICS APS

Shares issued

SHAREHOLDER	NUMBER OF SHARES	VOTING PERCENTAGE	
<a href="#">North-East Venture ApS (Denmark)</a>	unknown	15.00% – 19.99%	<a href="#">details</a>
<a href="#">VISTI JENSEN HOLDING ApS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">Danmarks Eksport- og Investeringsfond (Denmark)</a>	unknown	25.00% – 33.33%	<a href="#">details</a>
<a href="#">VISTI JENSEN HOLDING ApS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">KickAss Capital Holding ApS (Denmark)</a>	unknown	10.00% – 14.99%	<a href="#">details</a>
<a href="#">J BALSLEV HOLDING ApS (Denmark)</a>	unknown	10.00% – 14.99%	<a href="#">details</a>
<a href="#">North-East Venture ApS (Denmark)</a>	unknown	20.00% – 24.99%	<a href="#">details</a>
<a href="#">Coco Care ApS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">North-East Venture ApS (Denmark)</a>	unknown	20.00% – 24.99%	<a href="#">details</a>
<a href="#">A KLOK HOLDING APS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">VÆKSTFONDEN (Denmark)</a>	unknown	10.00% – 14.99%	<a href="#">details</a>
<a href="#">A KLOK HOLDING APS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">M SØNDERGAARD HOLDING ApS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">J BALSLEV HOLDING ApS (Denmark)</a>	unknown	10.00% – 14.99%	<a href="#">details</a>
Maziar Taghiyar-Zamani (Denmark)	unknown	5.00% – 9.99%	<a href="#">details</a>
Maziar Taghiyar-Zamani (Denmark)	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">North-East Venture ApS (Denmark)</a>	unknown	20.00% – 24.99%	<a href="#">details</a>
<a href="#">A KLOK HOLDING APS (Denmark)</a>	unknown	15.00% – 19.99%	<a href="#">details</a>
<a href="#">J BALSLEV HOLDING ApS (Denmark)</a>	unknown	25.00% – 33.33%	<a href="#">details</a>
<a href="#">ROKOKO ELECTRONICS APS (Denmark)</a>	unknown	5.00% – 9.99%	<span>historic</span> <a href="#">details</a>

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Company name or number

Companies  Officers

## ROKOKO ELECTRONICS APS

Shares issued

SHAREHOLDER	NUMBER OF SHARES	VOTING PERCENTAGE		
<a href="#">VÆKSTFONDEN (Denmark)</a>	unknown	15.00% – 19.99%	<a href="#">historic</a>	<a href="#">details</a>
<a href="#">M SØNDERGAARD HOLDING ApS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">historic</a>	<a href="#">details</a>
<a href="#">M SØNDERGAARD HOLDING ApS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">historic</a>	<a href="#">details</a>
Ditlev Emil Bredahl	unknown	15.00% – 19.99%	<a href="#">historic</a>	<a href="#">details</a>
Ditlev Emil Bredahl	unknown	15.00% – 19.99%	<a href="#">historic</a>	<a href="#">details</a>
Ditlev Emil Bredahl	unknown	15.00% – 19.99%	<a href="#">historic</a>	<a href="#">details</a>
Maziar Taghiyar-Zamani (Denmark)	unknown	5.00% – 9.99%	<a href="#">historic</a>	<a href="#">details</a>
<a href="#">DANMAI LIMITED (Gibraltar)</a>	unknown	15.00% – 19.99%	<a href="#">historic</a>	<a href="#">details</a>
<a href="#">North-East Venture ApS (Denmark)</a>	unknown	20.00% – 24.99%	<a href="#">historic</a>	<a href="#">details</a>
<a href="#">J BALSLEV HOLDING ApS (Denmark)</a>	unknown	25.00% – 33.33%	<a href="#">historic</a>	<a href="#">details</a>

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## Coco Care ApS

### Shares issued

SHAREHOLDER	NUMBER OF SHARES	VOTING PERCENTAGE	
<a href="#">Trifork Labs ApS (Denmark)</a>	unknown	20.00% – 24.99%	<a href="#">details</a>
<a href="#">LOWCASH VENTURES ApS (Denmark)</a>	unknown	5.00% – 9.99%	<a href="#">details</a>
<a href="#">M SØNDERGAARD HOLDING ApS (Denmark)</a>	unknown	50.00% – 66.65%	<a href="#">details</a>
<a href="#">Trifork Labs ApS (Denmark)</a>	unknown	20.00% – 24.99%	<a href="#">details</a>
<a href="#">M SØNDERGAARD HOLDING ApS (Denmark)</a>	unknown	66.66% – 89.99%	<a href="#">details</a>
<a href="#">ROKOKO ELECTRONICS APS (Denmark)</a>	unknown	100.00%	<a href="#">details</a>
<a href="#">ROKOKO ELECTRONICS APS (Denmark)</a>	unknown	20.00% – 24.99%	<a href="#">historic</a> <a href="#">details</a>

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# **EXHIBIT 19**


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**Rokoko CEO LinkedIn post after pitch deck investments in**

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**2022: ‘now worth a quarter billion dollars’**


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**Winteryear Studios...**  
Santa Clarita, California

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

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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




De tog Hollywood og Tiktok med storm: Nu rejser de millioner fra Pandora-stiftere og robotmillionær  
borsen.dk

   221 30 comments



Reactions

 Like  Comment  Repost  Send

 Add a comment...  

Most relevant ▾

 **Kræn Hansen** • 3rd+ 3y 

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# **EXHIBIT 20**

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**Rokoko Financial Report (2022) insolvent before investments**

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Rokoko Electronics ApS  
 Annual report 2021  
 CVR no. 35 68 06 67

**Financial statements 1 January – 31 December**

**Income statement**

DKK	Note	2021	2020
<b>Gross profit/loss</b>		-474,211	5,164,095
Staff costs	2	-11,910,417	-4,575,042
Depreciation, amortisation and impairment losses		<u>-2,901,155</u>	<u>-2,898,651</u>
<b>Loss before financial income and expenses</b>		-15,285,783	-2,309,598
Financial income		28,949	50,442
Financial expenses		<u>-1,537,570</u>	<u>-1,274,647</u>
<b>Loss before tax</b>		-16,794,404	-3,533,803
Tax on loss for the year	3	<u>1,768,408</u>	<u>1,896,536</u>
<b>Loss for the year</b>		<u>-15,025,996</u>	<u>-1,637,267</u>
<b>Proposed distribution of loss</b>			
Reserve for development projects		4,990,724	4,324,994
Retained earnings		<u>-20,016,720</u>	<u>-5,962,261</u>
		<u>-15,025,996</u>	<u>-1,637,267</u>

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# **EXHIBIT 21**

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## **Rokoko teams**

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support.rokoko.com/hc/en-us/articles/4410424301329-How-to-manage-your-Rokoko-Studio-Team

Rokoko → Subscriptions & Teams → Subscriptions & Teams

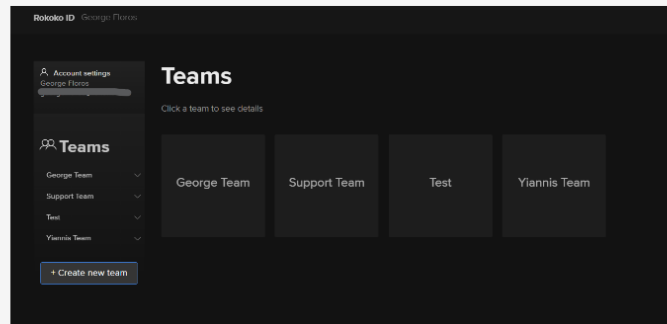
# How to manage your Rokoko Studio Team

Who is this article relevant to?

This article details how to manage your Rokoko Team.

## Managing your Rokoko Team

You can manage your Rokoko credentials and subscription by logging into [id.rokoko.com](https://id.rokoko.com). When you have logged in you will be directed to the **Teams** overview page where you can select the Team you wish to manage:



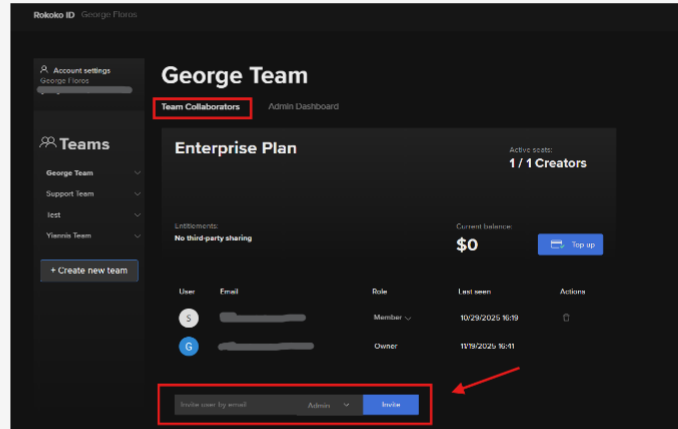
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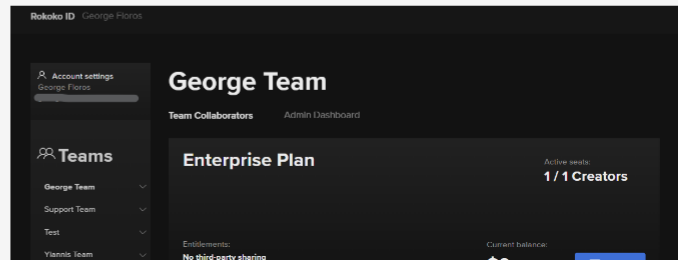
support.rokoko.com/hc/en-us/articles/4410424301329-How-to-manage-your-Rokoko-Studio-Team

## Inviting collaborators to your Rokoko Team

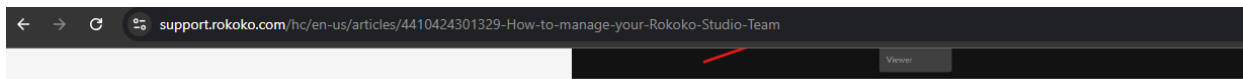
Under Team -> Team Collaborators you can invite collaborators by typing in their email address, selecting a role and choosing invite:



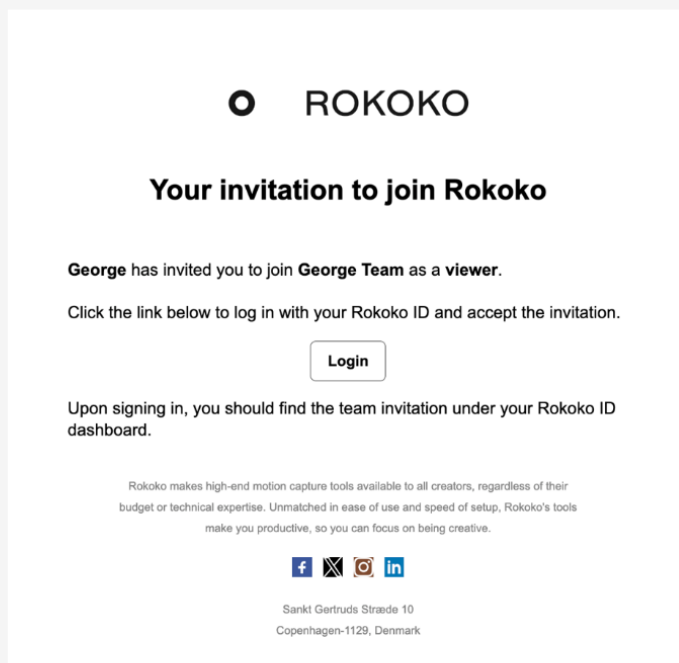
In this example we will invite a Creator. Please refer to [this article](#) for an explanation of the different roles and permissions available to you:



1740



Once invited, the invitee will receive an email similar to this:



Once the invitee has clicked the link and successfully created their Rokoko ID, they will need to log in to id.rokoko.com to accept the invitation.

Please note that accepting the

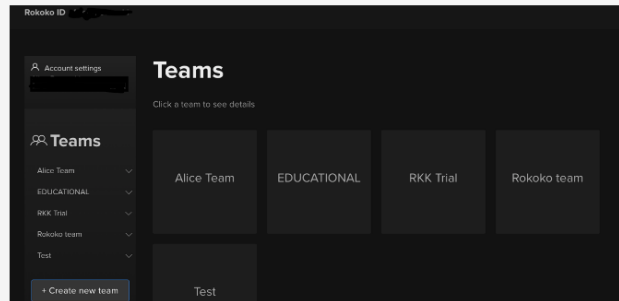
1741

support.rokoko.com/hc/en-us/articles/4410424301329-How-to-manage-your-Rokoko-Studio-Team

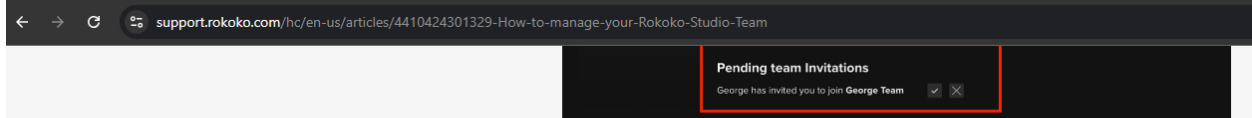
Please note that accepting the invitation will charge the team's (the team the new partner will join) credit card without confirmation first. This is something we are working on fixing.

If you need to upgrade your members to premium roles, please reach out to [support@rokoko.com](mailto:support@rokoko.com) for questions.

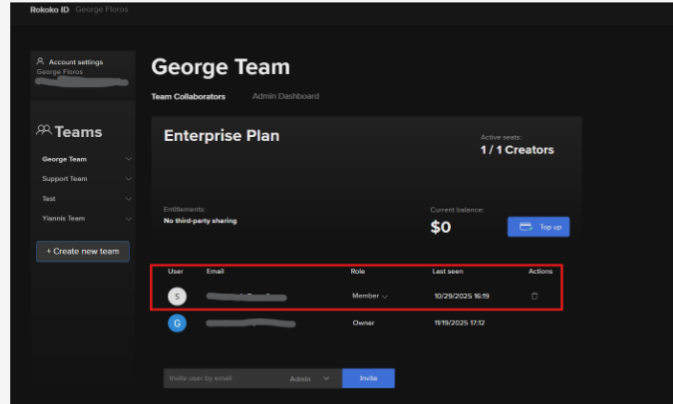
The invitee can accept the invitation by clicking the tick box:



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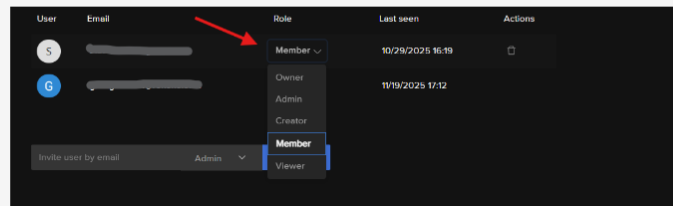


Once the invitee has accepted the invite, they will officially become member of your team! They will also now appear in the Team -> Team Collaborators page:



### Modifying the role of a collaborator in your Rokoko Team

If you are a team owner or admin, you can modify the role of a collaborator by clicking the dropdown next to their name and role.



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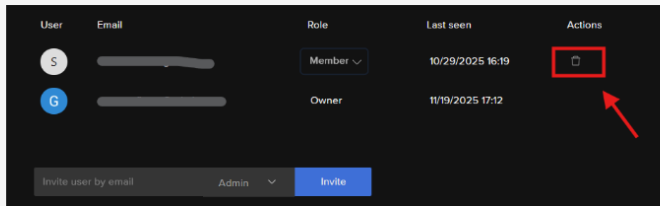
support.rokoko.com/hc/en-us/articles/4410424301329-How-to-manage-your-Rokoko-Studio-Team

There are two points to consider:

- A team can have multiple owners.
- You are not able to modify your own role even if you are an owner or admin. You will need another team owner or admin to downgrade or upgrade you if necessary.

### Removing collaborators from your Rokoko Team

You can remove collaborators from your Team by clicking the little bin icon to the right of their details.



### Upgrading your Team subscription

Please refer to [this](#) article to learn how to create a team and upgrade your plan.

### Modifying a Team subscription

You can easily modify an active subscription under Admin Dashboard. You will be able to view and modify your active subscriptions as well as view past and upcoming invoices.

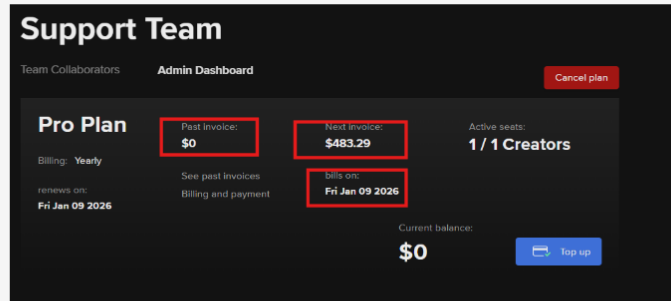
## Support Team

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support.rokoko.com/hc/en-us/articles/4410424301329-How-to-manage-your-Rokoko-Studio-Team

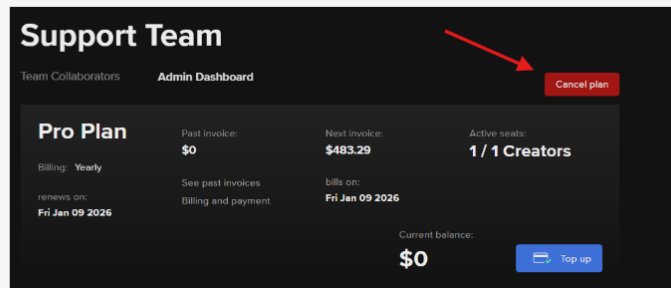
### Modifying a Team subscription

You can easily modify an active subscription under **Admin Dashboard**. You will be able to view and modify your active subscriptions as well as view past and upcoming invoices.



### Cancel Plan

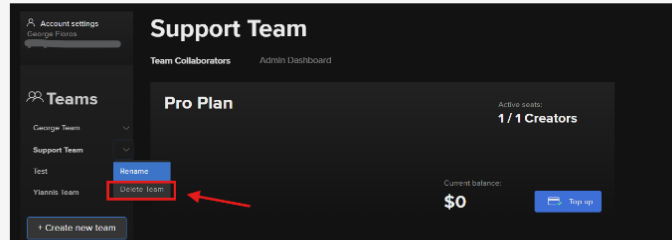
In the **Admin Dashboard**, you can also turn off auto-renew of your subscription by selecting the red button on the right hand side of your screen with the name "Cancel Plan"



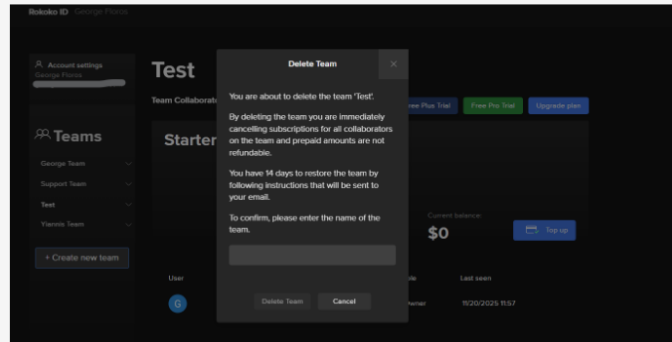
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### Deleting a Team

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

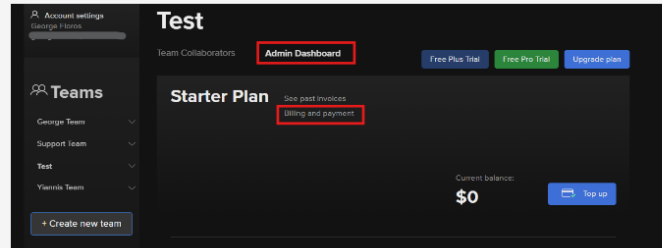
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support.rokoko.com/hc/en-us/articles/4410424301329-How-to-manage-your-Rokoko-Studio-Team

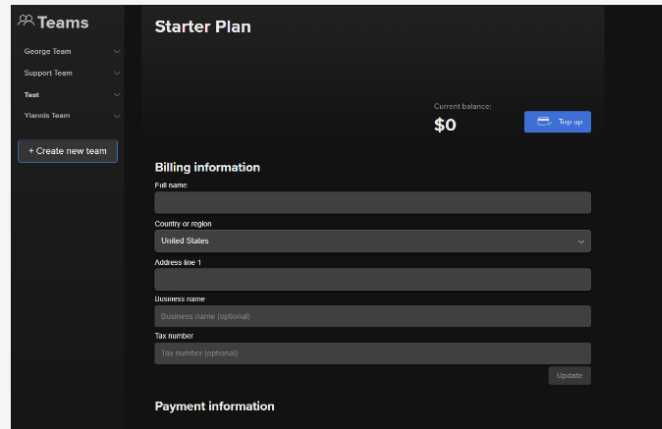
At this point you can choose how much you wish to load your balance with and apply a voucher code if applicable.

### Updating your billing information and payment card

In order to update your default payment card, click on the team in question and choose Admin Dashboard. You will need to click Billing and Payment:



Here you can update you billing information or replace your default card by choosing Replace.



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# **EXHIBIT 22**

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**DocuSign Envelopes between Rokoko and third parties**

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**Snap, Inc.**

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Owners of SnapChat and Bitmoji avatar platform, SnapML (AI platform)

**DocuSign**

---

**Certificate Of Completion**

Envelope Id: 890EB4F4B6D04F438D4E9C3C173487B6		Status: Completed
Subject: Non-Disclosure Agreement (Rokoko Electronics Inc. and Snap)		
Source Envelope:		
Document Pages: 3	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Snap Agreements
AutoNav: Enabled		63 Market Street
Envelope Stamping: Enabled		Venice, CA 90291
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		svc-docusignironclad@snap.com
		IP Address: 35.185.192.36

---

**Record Tracking**

Status: Original	Holder: Snap Agreements	Location: DocuSign
1/22/2024 3:40:12 PM	svc-docusignironclad@snap.com	

---

Signer Events	Signature	Timestamp
Mikkel Overby mikkel@rokoko.com Chief Operating Officer Security Level: Email, Account Authentication (None)	<p>DocuSigned by: <i>Mikkel Overby</i> 93D7DFE0261E4B0...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 176.21.116.77</p>	<p>Sent: 1/22/2024 3:40:15 PM Viewed: 1/23/2024 1:23:46 AM Signed: 1/23/2024 6:05:31 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/23/2024 1:23:46 AM ID: fb29b277-24d8-40bb-8b62-248b35847f1f</p>		
Dennis Peddecord dennis.peddecord@snapchat.com Director of IT Snap Inc Security Level: Email, Account Authentication (None)	<p>DocuSigned by: <i>Dennis Peddecord</i> 0310028ED44A418...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 144.232.164.138</p>	<p>Sent: 1/23/2024 6:05:33 AM Viewed: 1/23/2024 10:50:14 AM Signed: 1/23/2024 10:50:45 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/23/2024 10:50:14 AM ID: 3a708788-aeab-46ad-a0f6-cff513edf6d4</p>		

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Yellow:

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Owners of Daz3d and AI platforms ([www.yellow3d.ai](http://www.yellow3d.ai))

**DocuSign**

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**Certificate Of Completion**



Envelope Id: E67E5664E57348A7B4E0E1207BF063EB		Status: Completed
Subject: Complete with DocuSign: Yellow Technologies - Mutual NDA		
Source Envelope:		
Document Pages: 5	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Nicole Belanger
AutoNav: Enabled		nicole@yellow3d.ai
EnvelopeId Stamping: Enabled		IP Address: 166.198.34.104
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		

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**Record Tracking**

Status: Original	Holder: Nicole Belanger	Location: DocuSign
5/24/2024 10:00:46 AM	nicole@yellow3d.ai	

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Signer Events	Signature	Timestamp
Marie-Claude Lavoie mc@yellow3d.ai Head of Commercialization Yellow Security Level: Email, Account Authentication (None)	 DocuSigned by: Marie-Claude Lavoie 3459F7E790704E9... Signature Adoption: Pre-selected Style Using IP Address: 67.68.142.21	Sent: 5/24/2024 10:02:14 AM Viewed: 5/24/2024 10:02:54 AM Signed: 5/24/2024 10:03:07 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/24/2024 10:02:54 AM ID: 4278d834-f428-4e69-ac4f-8b9df66e57cc		
Jakob Balslev jakob@rokoko.com CEO Rokoko Electronics ApS Security Level: Email, Account Authentication (None)	 DocuSigned by: Jakob Balslev 50211CC63CB043D... Signature Adoption: Pre-selected Style Using IP Address: 87.48.131.206	Sent: 5/24/2024 10:03:07 AM Viewed: 5/27/2024 5:25:41 AM Signed: 5/27/2024 5:28:49 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/27/2024 5:25:40 AM ID: ee1f9c8b-d42a-4107-aaa4-ee967d7a1b18		

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## **EXHIBIT 23**

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**Plaintiff never signed up for teams, never paid**

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**for it, never added collaborators**

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20 **REQUEST FOR ADMISSION NO. 21.**

21 Admit that Plaintiff does not have an active 'Teams' subscription and has never  
22 purchased one.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 21.**

24 In addition to the General Objections set forth above, Rokoko objects to the  
25 extent that this Request seeks information that is not relevant to any claim or defense in  
26 this action. Rokoko further objects to the extent that this Request is unduly burdensome  
27 and harassing. Rokoko further objects to the extent that **this Request seeks information**  
28 **outside of Rokoko's knowledge.**

- 11 -

DEFENDANT ROKOKO ELECTRONICS' RESPONSES AND OBJECTIONS TO  
PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION

1775

```
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: QOUkPtVhyr5luYSPnkIIAh_TYRugv9Y8AY2f7L21s-wI4boUAuFz1Q==
JSON
[!~u rokoko]
{
  "data": {
    "listMyTeamsWithLicenses": [
      {
        "type": "TEAM",
        "name": "Matthew Team",
        "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
        "rmp_billing_admins": null, <- No billing account, still collecting I.P.
        "rmp_owners": [
          "a8d6d957-0de4-42aa-b42c-e765e7d76f96"
        ],
        "rmp_members": null, <- no teams members configured whatsoever
        "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, <- Rokoko built opt-out, but forces collection no matter what.
            "skip_asset_sync": false
          }
        }
      }
    ]
  }
}
[1777/1868][!~u rokoko]
: flow.comment @focus "" 3~
```

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1777

4 **REQUEST FOR ADMISSION NO. 22.**

5 Admit that even without a 'Teams' subscription, you still collect User-Content  
6 animations.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 22.**

8 In addition to the General Objections set forth above, Rokoko objects to the  
9 extent that this Request seeks information that is not relevant to any claim or defense in  
10 this action. Rokoko further objects to the extent that this Request is unduly burdensome  
11 and harassing. Rokoko further objects that this Request is impermissibly overbroad and  
12 not limited in scope or time. Rokoko further objects to the extent that this Request is  
13 based on speculation lacking factual basis. Rokoko further objects to the extent that this  
14 Request is vague and ambiguous with respect to the term "User-Content animations."

ED SMITH LLP  
membership limited in the State of Delaware

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

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

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# **EXHIBIT 24**

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**Defendants source code is programmed to ignore if Teams is**

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**subscribed to or not.**

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```
public async Task<List<RmpTeam>> LoadTeams()
{
    List<RmpTeam> collection = await uDPxfhmG9rFAVT00Zel4.Fxp0VqZx1jE((object) this.mWR0D1JnxLg, uDPxfhmG9rFAVT00Zel4.xA8mG3aaC92);
    this.rootData.Clear();
    this.rootData.teams.AddRange((IEnumerable<RmpTeam>) collection);
    foreach (RmpTeam rmpTeam in collection)
    {
        Set how long the user can stay offline
        TeamExtraInfo teamExtraInfo = TeamExtraInfo.CreateDefaultInfo(KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAW
        teamExtraInfo.OfflineDuration = WbhaoImGL0jGSp2bwn90.Fxp0VqZx1jE(WbhaoImGL0jGSp2bwn90.MyRmGAmwCT) ? Cb0NXcmGkFZexStk21L0.Fxp0VqZx1jE(1.0, Cb
        try
        {
            Try and load their teams license
            RmpTeamLicense rmpTeamLicense = b06LqemGtfVXbFutFSVB.Fxp0VqZx1jE((object) rmpTeam, b06LqemGtfVXbFutFSVB.VIOmGMCpW8P);
            if (this.PMa0Dn4RAW(rmpTeamLicense))
            {
                Logger.GetLogger<BackendTeamPersistence>().Warning<TeamId>(cFY8uLIghyRee236nI.mPEjhML6W(-2051205382 ^ -1556871922 ^ <Module>{e8d4249e-1e
                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 = tf1CRkmG7Pwy08PC058k.Fxp0VqZx1jE((object) rmpTeamLicense, tf1CRkmG7Pwy08PC058k.dzumG56gs6S);
            int num = J2XLpamGc45tHYRdBfZj.Fxp0VqZx1jE((object) planEntitlements, J2XLpamGc45tHYRdBfZj.GfSmGwdyJ9r) != 0 ? J2XLpamGc45tHYRdBfZj.Fxp0V
            TimeSpan timeSpan = WbhaoImGL0jGSp2bwn90.Fxp0VqZx1jE(WbhaoImGL0jGSp2bwn90.MyRmGAmwCT) ? Cb0NXcmGkFZexStk21L0.Fxp0VqZx1jE((double) num, C
            teamExtraInfo = new TeamExtraInfo()
            {
                TeamId = KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAWSh0W),
                PlanType = SDSZtc0vu4ZVeNt67Aq1.Fxp0VqZx1jE((object) rmpTeamLicense, SDSZtc0vu4ZVeNt67Aq1.iSN0vxV1pcX),
                ExpiresAt = ww7X6vmGT07ShtEnRZUN.Fxp0VqZx1jE((object) rmpTeamLicense, ww7X6vmGT07ShtEnRZUN.TLamGvNm1Jt),
                OfflineDuration = TimeSpan,
                AccessFaceCapture = HHocVLMGNZHfYwLwYnX.Fxp0VqZx1jE((object) planEntitlements, HHocVLMGNZHfYwLwYnX.YNKmGJKWNP),
                AccessLiveStreaming = gQaa8pmGdoRK2Wic6JR.Fxp0VqZx1jE((object) planEntitlements, gQaa8pmGdoRK2Wic6JR.IkgmGwq8FMB),
                AccessExportFileFormats = d8GhKmmGQnJILxIZ85PQ.Fxp0VqZx1jE((object) planEntitlements, d8GhKmmGQnJILxIZ85PQ.p6FmGjPRTn),
                AccessExportSkeletonPresetOverrides = AuhM1hmGbg2ZtgL78Eje.Fxp0VqZx1jE((object) planEntitlements, AuhM1hmGbg2ZtgL78Eje.vsBmGqRk621),
                AccessExportAdvancedOptions = XoGpJ4mGBuLnF9SLykJx.Fxp0VqZx1jE((object) planEntitlements, XoGpJ4mGBuLnF9SLykJx.DPQmG2poorC),
                ExportOptionsPresetsLimit = KcSSUBmGu0Dv17jK8R0n.Fxp0VqZx1jE((object) planEntitlements, KcSSUBmGu0Dv17jK8R0n.X3YmGx4CtYF),
                ActorPresetsLimit = Hc6RqlmG4JVwWR977j0A.Fxp0VqZx1jE((object) planEntitlements, Hc6RqlmG4JVwWR977j0A.sREmGo8aQvF),
                FaceFiltersPresetsLimit = UtEY5cmGCT6Hqdc2B0DK.Fxp0VqZx1jE((object) planEntitlements, UtEY5cmGCT6Hqdc2B0DK.DFAMGnNFkxC),
                AccessCommandApiAdvancedCommands = Wce2APmG8yvctFKCvVY0.Fxp0VqZx1jE((object) planEntitlements, Wce2APmG8yvctFKCvVY0.vh5mG1Qv80b),
                AccessRetargeting = lH3mB5mGFJe0jqvX8H8N.Fxp0VqZx1jE((object) planEntitlements, lH3mB5mGFJe0jqvX8H8N.lB8mG1bA153),
                AccessImportCharacter = IFy7SmmGvXEF0brA1Skb.Fxp0VqZx1jE((object) planEntitlements, IFy7SmmGvXEF0brA1Skb.hxfmGzSDV31),
                AccessRecordingTriggerMessages = EIDRHimDgIPi0msOgOL.Fxp0VqZx1jE((object) planEntitlements, EIDRHimDgIPi0msOgOL.FbkmDe7Hgt),
                CreatorSeatsLimit = tC8KklmDvMa8b9gBA9nN.Fxp0VqZx1jE((object) planEntitlements, tC8KklmDvMa8b9gBA9nN.UKsmD0rcDs0),
                DisableSyncing = lPlpOfmDmF0c6i0cMRLI.Fxp0VqZx1jE((object) planEntitlements, lPlpOfmDmF0c6i0cMRLI.hNdmDEU2Zqrq)
            }
        }
    }
    ^ 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"
    catch (Exception ex)
    {
        swc6k60oGfYLaOqAy46x.Fxp0VqZx1jE(Logger.GetLogger<BackendTeamPersistence>(), cFY8uLIghyRee236nI.mPEjhML6W(-2082411269 ^ -188278919 ^ 364042
    }
    this.rootData.teamExtraInfos.Add(KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAWSh0W), teamExtraInfo);
}
return (List<RmpTeam>) this.rootData.teams;
}
```

1794

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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: QOUkPtVhYr5luYSPnKIlAh_TYRugv9Y8AY2F7L2ls-wI4boUauFz1Q==
JSON [:::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
          }
        }
      }
    ]
  }
}
```

**rmp\_billing\_admins": null, <- No billing account, still collecting I.P.**

**rmp\_members": null, rmp\_creators": null, rmp\_viewers": null, <- no teams members configured whatsoever**

**offline\_days": 1, skip\_asset\_sync": false <- Rokoko built opt-out, but forces collection no matter what.**

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# **EXHIBIT 25**

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**Forensic analyses & video evidence of intellectual property collection**

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

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

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# **EXHIBIT 26**

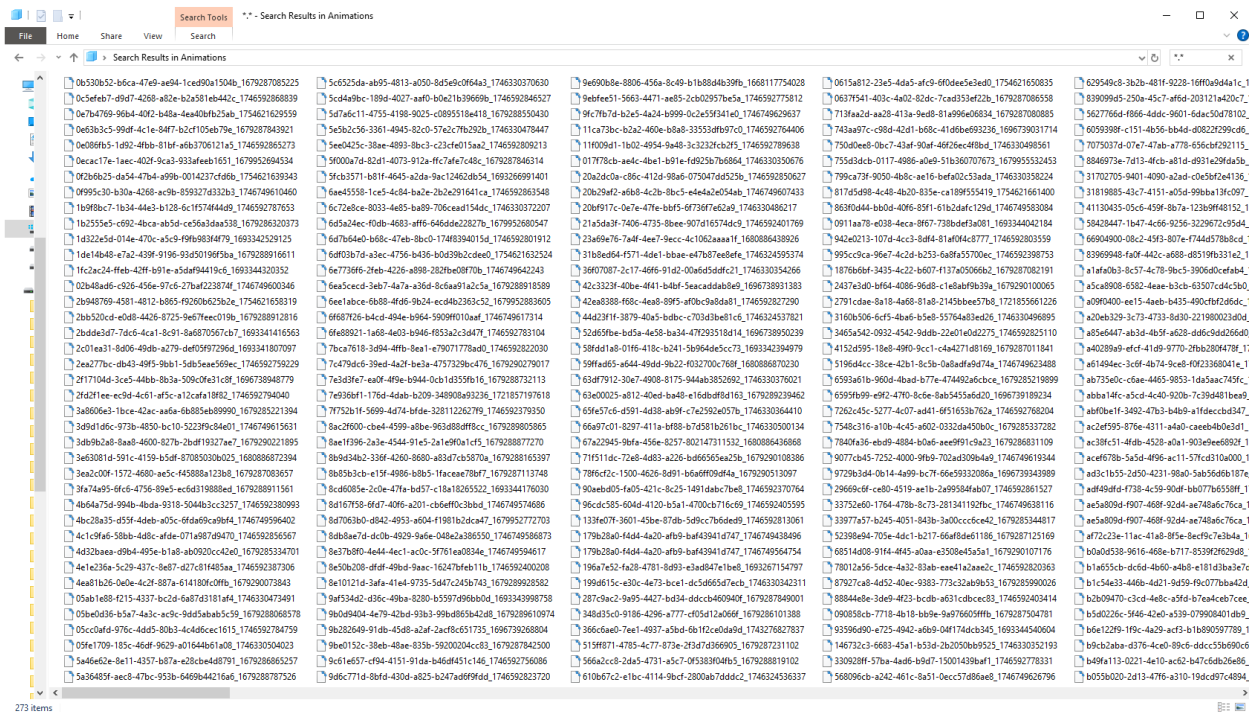
1816

**Rokoko provided 247 of the collected animations back to Plaintiff in**

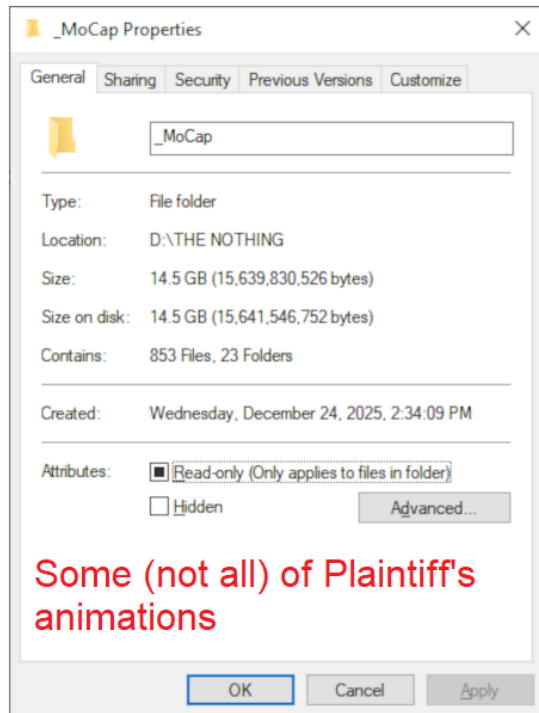
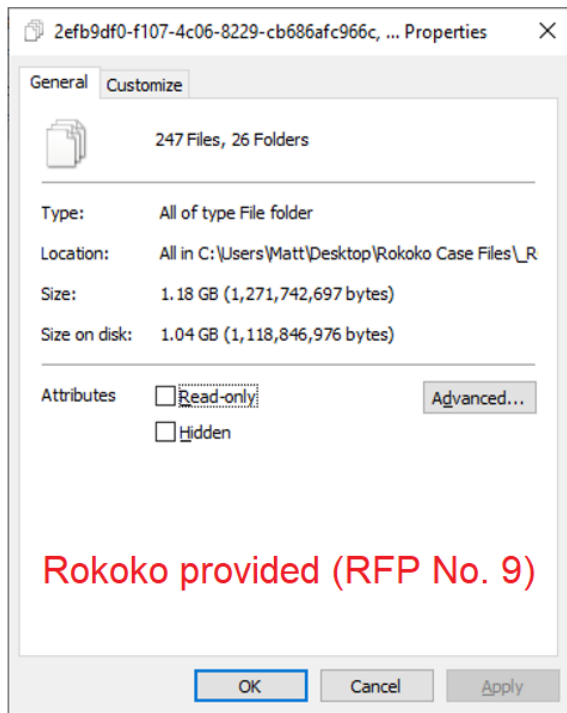
1817

**discovery**

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# **EXHIBIT 27**

1826

**Rokoko server confirmed collection**

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C:\Program Files\mitmproxy\bin\mitmproxy.exe

Flow Details  
2025-05-03 19:08:53 POST https://3.167.212.14/graphql  
+ 200 OK application/json 206b 430ms

Request

User-Agent: TeamAppsinc/0.2.0.0  
Authorization: eyJraWQiOiJhbnRlbnR5bWVjNS0wMTkzZjQ2OGElLCJ1dmVudF9pZCI6IjMxMGE2NGM1LTFlkZDctNGM4YS1hZjYyLTQwNGQwZTIwNjZkMSIsInRva2VudXN3ZSI6ImFhMjkiLCJ1c2VybmFtZSI6ImE4ZDZkOTU3LTBkZTQ0NDJhYS1lNDJlMjU3NjVlNDQ3NmY5NiJ9. MuRmbNwEGVmxvohYxQdRDTwNupIghikgStaQLqrntycfGak8yLTW7ZYwmlvK6-6wES94MoN0w6Gxst5vKpMTPfMat64-1ekF3TNfC0VvuQ4L1qCCzP0sPz5rnpXDD62dMAA9C4BwBc9dI-qq78YaQ

Content-Type: application/json; charset=utf-8  
Content-Length: 4629  
Host: rmp-team-gql.rokoko.com

GraphQL


```
{
  "query": "...",
  "variables": {
    "input": {
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "project_id": "6713f8be-b6db-447b-8257-0181d5f5ec6",
      "scene_id": "958ba3ff-bc55-4549-910a-5ec60ac0855a",
      "asset_id": "52d65fbc-bd5a-4e58-ba34-47f293518d14",
      "last_synced_timestamp": 1696738952398,
      "change_list": [
        {
          "id": "80809c25-9e51-424a-a077-f5db7bf482f1",
          "client_ts": 1746324520137,
          "property_path": "ClipAction/7c398a19-84e6-4c1e-9528-d39d791baF61/ClearAndAddKey_FCURVE",
          "property_data": "AQAAAECCG44WpTWVzc2FnZU1E2SQwAAQALQgACwUABAIAB8aGkcGF0a0NlFQ2xpcEJjdG1vbi83YzYzMSOGExOS04NGU2LTRjMmUtOTUyOC1kMz1kNzkyYmFmMjE2Q2x1YzIuZTRFR0AAQVBSAsS5UaW1lTG9uZ9krFgDxAm1cy5IZWxwZXIURw51bXMuFgAmBADwF61hc3N1bWJseU5hbWVzK91LbXNjb3JsaWIsIFZ1cnNpb249NC4wAgDyJSwgQ3VsdHVyZT1uZXV0cmF5LDB0dWJl",
          "index": 2
        },
        {
          "id": "d61fa04f-78e9-4a7d-b15c-1cf3054d8188",
          "client_ts": 1746324521210,
          "property_path": "ClipAction/7c398a19-84e6-4c1e-9528-d39d791baF61/ClearAndAddKey_FCURVE",
          "property_data": "AQAAAECCG44WpTWVzc2FnZU1E2SQwAAQALQgACwUABAIAB8aGkcGF0a0NlFQ2xpcEJjdG1vbi83YzYzMSOGExOS04NGU2LTRjMmUtOTUyOC1kMz1kNzkyYmFmMjE2Q2x1YzIuZTRFR0AAQVBSAsS5UaW1lTG9uZ9krFgDxAm1cy5IZWxwZXIURw51bXMuFgAmBADwF61hc3N1bWJseU5hbWVzK91LbXNjb3JsaWIsIFZ1cnNpb249NC4wAgDyJSwgQ3VsdHVyZT1uZXV0cmF5LDB0dWJl",
          "index": 1
        },
        {
          "id": "d7a02444-f788-4bea-b5a6-a5dc8fde2103",
          "client_ts": 1746324524277,
          "property_path": "ClipAction/7c398a19-84e6-4c1e-9528-d39d791baF61/ClearAndAddKey_FCURVE",
          "property_data": "AQAAAECH44WpTWVzc2FnZU1E2SQwAAQALQgACwUABAIAB8aGkcGF0a0NlFQ2xpcEJjdG1vbi83YzYzMSOGExOS04NGU2LTRjMmUtOTUyOC1kMz1kNzkyYmFmMjE2Q2x1YzIuZTRFR0AAQVBSAsS5UaW1lTG9uZ9krFgDxAm1cy5IZWxwZXIURw51bXMuFgAmBADwF61hc3N1bWJseU5hbWVzK91LbXNjb3JsaWIsIFZ1cnNpb249NC4wAgDyJSwgQ3VsdHVyZT1uZXV0cmF5LDB0dWJl",
          "index": 1
        },
        {
          "id": "f175ea93-736e-4cb9-a8fb-85294bccf6de",
          "client_ts": 1746324520137,
          "property_path": "TakeProperty/e064b089-c5de-4fe4-9b4a-3892ebf54669/Layers#InsertAt",
          "property_data": "AQAAAEEN44WpTWVzc2FnZU1E2SQwAAQALQgACwUABAIAB80SkkcGF0a0NlBVGFZVByb3B1cnR5L2UwWjRiMDg5LWw1ZGUtNGZlNC05YjRhLTM4OTJlYmY1NDY2OS9sYzIuZTRFR0AAQVBSAsS5UaW1lTG9uZ9krFgDxAm1cy5IZWxwZXIURw51bXMuFgAmBADwF61hc3N1bWJseU5hbWVzK91LbXNjb3JsaWIsIFZ1cnNpb249NC4wAgDyJSwgQ3VsdHVyZT1uZXV0cmF5LDB0dWJl",
          "index": 1
        }
      ]
    }
  }
}
```

mutation(\$input: SyncAssetChangesInput!){  
 syncSceneAssetChanges(input: \$input) {  
 scene\_id?  
 asset\_id?  
 last\_server\_ts?  
 change\_list {  
 scene\_id?  
 asset\_id?  
 id?  
 index?  
 client\_ts?  
 server\_ts?  
 created\_by?  
 property\_path?  
 property\_data?  
 }?  
 changes\_s3\_urls?  
 }  
}

[198/242] [f:~u rokoko] [o:ur1]

Flow: Edit Duplicate Replay Export Delete Save body Next flow Prev flow  
Proxy: Help Back Events Options Intercept Filter Save flows Clear list Layout ctrl + Switch Fo

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 C:\Program Files\mitmproxy\bin\mitmproxy.exe

### Flow Details

2025-05-03 19:08:50 POST https://3.167.212.14/graphql  
← 200 OK application/json 333b 379ms

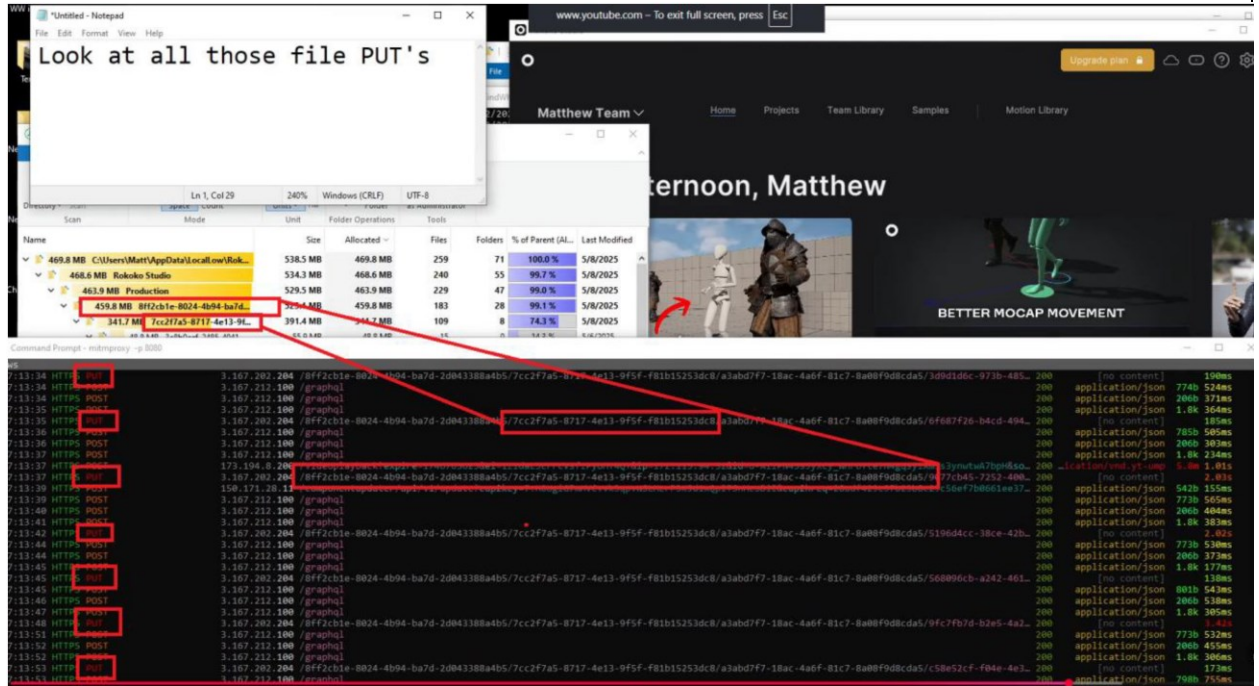
### Request

User-Agent: TeamAppsinc/0.2.0.0  
Authorization: eyJraWQiOiJaN2JGNkp5KzVtZFBrtUpGaVd0b0xCUk1GSz5NTA2OGJkMC1hYzYyLTRmMmItYmVjNS0wNTMwNTlkZjQ2OFhMjkiLCJ1c2VybmFtZSI6ImE4ZDZkOTU3LTBkZTQtNDJhK6-6wES94MoN0w6GXst5vKpMTpFMat64-1ekF3TNFc0Vwu  
Content-Type: application/json; charset=utf-8  
Content-Length: 648  
Host: rmp-team-gql.rokoko.com

### GraphQL

```
{  
  "query": "...",  
  "variables": {  
    "input": {  
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",  
      "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",  
      "name": "THE NEXT WORLD",  
      "is_deleted": false,  
      "last_modified": 1746324529721  
    }  
  }  
}
```

```
---  
mutation($input: ProjectInput!){?  
  updateProject(input: $input) {?  
    project_id?  
    team_id?  
    name?  
    last_modified?  
    created_by?  
    created_at?  
    operation?  
    thumbnail_last_modified?  
    is_deleted?}}
```



# EXHIBIT 28

Rokoko forces reconnection to the internet so that animation data can be collected.

```
public async Task<List<RmpTeam>> LoadTeams()
{
    List<RmpTeam> collection = await uDPxfhmG9rFAVT00Zel4.Fxp0VqZx1jE((object) this.mWR0D1JnxLg, uDPxfhmG9rFAVT00Zel4.xA8mG3aaC92);
    this.rootData.Clear();
    this.rootData.teams.AddRange((IEnumerable<RmpTeam>) collection);
    foreach (RmpTeam rmpTeam in collection)
    {
        Set how long the user can stay offline
        TeamExtraInfo teamExtraInfo = TeamExtraInfo.CreateDefaultInfo(KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAW
        teamExtraInfo.OfflineDuration = WbhaoImGL0jGSp2bwn90.Fxp0VqZx1jE(WbhaoImGL0jGSp2bwn90.MyRmGAmwxCT) ? Cb0NXcmGkFZexStk21L0.Fxp0VqZx1jE(1.0, Cb
        try
        {
            Try and load their teams license
            RmpTeamLicense rmpTeamLicense = b06LqemGtfVXbFutFSVB.Fxp0VqZx1jE((object) rmpTeam, b06LqemGtfVXbFutFSVB.VIOmGmCpW8P);
            if (this.PMa0Dn4RAW(rmpTeamLicense))
            {
                Logger.GetLogger<BackendTeamPersistence>().Warning<TeamId>(cFY8uLIghyRee236nI.mPEjhML6W(-2051205382 ^ -1558671922 ^ <Module>{e8d4249e-1e
                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 = tf1CRkmG7Pwy08PC058k.Fxp0VqZx1jE((object) rmpTeamLicense, tf1CRkmG7Pwy08PC058k.dxumG56gs6S);
            int num = J2XLpamGc45tHYRdBfZj.Fxp0VqZx1jE((object) planEntitlements, J2XLpamGc45tHYRdBfZj.GfSmGwdyJ9r) != 0 ? J2XLpamGc45tHYRdBfZj.Fxp0V
            TimeSpan timeSpan = WbhaoImGL0jGSp2bwn90.Fxp0VqZx1jE(WbhaoImGL0jGSp2bwn90.MyRmGAmwxCT) ? Cb0NXcmGkFZexStk21L0.Fxp0VqZx1jE((double) num, C
            teamExtraInfo = new TeamExtraInfo()
            {
                TeamId = KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAWSh0W),
                PlanType = SDSZtc0vu4ZVeNt67Aq1.Fxp0VqZx1jE((object) rmpTeamLicense, SDSZtc0vu4ZVeNt67Aq1.iSN0vxV1pcX),
                ExpiresAt = ww7X6vmGT07ShtEnRZUN.Fxp0VqZx1jE((object) rmpTeamLicense, ww7X6vmGT07ShtEnRZUN.TLamGvNm1Jt),
                OfflineDuration = timeSpan,
                AccessFaceCapture = HHocVLMGNZHfYwLwmYnX.Fxp0VqZx1jE((object) planEntitlements, HHocVLMGNZHfYwLwmYnX.YNKmGJKWNP),
                AccessLiveStreaming = gQaa8pmGdoRK2Wic6JR.Fxp0VqZx1jE((object) planEntitlements, gQaa8pmGdoRK2Wic6JR.IkgmGwq8FMB),
                AccessExportFileFormats = d8GhKmmGQnJILxIZ85PQ.Fxp0VqZx1jE((object) planEntitlements, d8GhKmmGQnJILxIZ85PQ.p6FmGjPRTn),
                AccessExportSkeletonPresetOverrides = AuhM1hmGbg2ZtgL78Eje.Fxp0VqZx1jE((object) planEntitlements, AuhM1hmGbg2ZtgL78Eje.vsBmGqRk621),
                AccessExportAdvancedOptions = XoGpJ4mGBuLnF9SLykJx.Fxp0VqZx1jE((object) planEntitlements, XoGpJ4mGBuLnF9SLykJx.DPQmG2poorC),
                ExportOptionsPresetsLimit = KcSSUBmGu0Dv17jK8R0n.Fxp0VqZx1jE((object) planEntitlements, KcSSUBmGu0Dv17jK8R0n.X3YmGx4CtYF),
                ActorPresetsLimit = Hc6RqlmG4JVwWR977j0A.Fxp0VqZx1jE((object) planEntitlements, Hc6RqlmG4JVwWR977j0A.sREmGo8aQvF),
                FaceFiltersPresetsLimit = UtEY5cmGCT6Hqdc2B0DK.Fxp0VqZx1jE((object) planEntitlements, UtEY5cmGCT6Hqdc2B0DK.DFAMGnNFkxC),
                AccessCommandApiAdvancedCommands = Wce2APmG8yvctFKCvVY0.Fxp0VqZx1jE((object) planEntitlements, Wce2APmG8yvctFKCvVY0.vh5mG1Qv80b),
                AccessRetargeting = lH3mB5mGFJe0jqvX8H8N.Fxp0VqZx1jE((object) planEntitlements, lH3mB5mGFJe0jqvX8H8N.lB8mG1bA153),
                AccessImportCharacter = IFy7SmmGvXEF0brA1Skb.Fxp0VqZx1jE((object) planEntitlements, IFy7SmmGvXEF0brA1Skb.hxfmGzSDV31),
                AccessRecordingTriggerMessages = EIDRHimDgIPi0msOgOL.Fxp0VqZx1jE((object) planEntitlements, EIDRHimDgIPi0msOgOL.FbkmDe7HGgt),
                CreatorSeatsLimit = tC8KklmDvMa8b9gBA9nN.Fxp0VqZx1jE((object) planEntitlements, tC8KklmDvMa8b9gBA9nN.UKsmD0rcDs0),
                DisableSyncing = lPlpOfmDmF0c6i0cMRLI.Fxp0VqZx1jE((object) planEntitlements, lPlpOfmDmF0c6i0cMRLI.hNdmDEU2Zqrq)
            }
        }
        ^ 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"
    }
    catch (Exception ex)
    {
        swc6k60oGfyLaoqA46x.Fxp0VqZx1jE(Logger.GetLogger<BackendTeamPersistence>(), cFY8uLIghyRee236nI.mPEjhML6W(-2082411269 ^ -188278919 ^ 364042
    }
    this.rootData.teamExtraInfos.Add(KBew340dL7bKWEaXvnfA.Fxp0VqZx1jE((object) rmpTeam, KBew340dL7bKWEaXvnfA.E5u0dAWSh0W), teamExtraInfo);
}
return (List<RmpTeam>) this.rootData.teams;
}
```

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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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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 29**

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**Rokoko uses keep-alive and NAT hole punching to maintain a**

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**bidirectionally available communication channel**

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```
// Decompiled with JetBrains decompiler
// Type: TeamSharingWebSocketSharp.Server.WebSocketServer
// Assembly: teamsharing-websocket, Version=1.0.0.0, Culture=neutral, PublicKeyToken=null
// MVID: 5EA0B7FC-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.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()
    {
        {
            IPAddress any = IPAddress.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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```
// Decompiled with JetBrains decompiler
// Type: TeamSharingMQTTnet.Server.MqttClientKeepAliveMonitor
// Assembly: teamsharing-mqtt, Version:1.0.0.0, Culture:neutral, PublicKeyToken=null
// RID: 9F17C565-4F98-4AE3-8613-DE44D86E81
// 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 30**

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**'Teams' allows Rokoko access to any file anywhere on**

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**Plaintiff's computer**

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```
[Obsolete("This method will be removed.")]  
public byte[] GetFile(string path)  
{  
    switch (path)  
    {  
        case null:  
            throw new ArgumentNullException(nameof (path));  
        case "":  
            throw new ArgumentException("An empty string.", nameof (path));  
        default:  
            path = path.IndexOf("..") <= -1 ? this.createFilePath(path) : throw new ArgumentException("It contains  
'..'.", nameof (path));  
            return !System.IO.File.Exists(path) ? (byte[]) null : System.IO.File.ReadAllBytes(path);  
        }  
    }  
}
```

**Absolute file access, no restriction or security.**

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# EXHIBIT 31

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**Rokoko ex-employee hardcoded an authentication bypass backdoor.**

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```
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 = "mene Laos@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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# EXHIBIT 32

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# **EXHIBIT 33**

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**Users must pay a premium to not have their intellectual**

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**property collected or used.**

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The screenshot shows the ROKOKO pricing page with five plans. The Enterprise plan is highlighted with a red box. Red annotations are present on the page:

- Enterprise Plan:** A red box highlights the 'Local storage, no cloud sync' and 'Extra offline days' features. To the right of this box, red text reads: "No teams collection", "Extra offline days, but not unlimited.", and "Still forcing reconnection...".
- Bottom of the page:** Red text reads: "The other plans say nothing about cloud sync or data collection".

Plan	Price	Billing	Button
Starter	\$0	free forever	Try for free
Basic	\$10/m	billed annually	Buy Basic
Plus	\$20/m	billed annually	Buy Plus
Pro	\$50/m	billed annually	Buy Pro
Enterprise	\$100/m	starting from	Contact us

**What's included:**

- Starter:** Record & export mocap, Access to clean-up filters, Video-to-Motion recordings < 15 sec, Unlimited Text-to-Motion clips + 5 Studio imports/month, Export to .FBX
- Basic:** Unlimited Video-to-Motion recordings, Unlimited Text-to-Motion clips + 100 Studio imports/month, Import & retarget custom characters, Export to .BVH + advanced options, Smoothing filter & loop segments
- Plus:** Live stream to 3rd party tools, Unlimited team members & user management, Unlimited Text-to-Motion clips + 1000 Studio imports/month, Custom skeleton presets, Chat & email support
- Pro:** Face Capture, Unlimited Text-to-Motion clips & Studio imports, Advanced command API, UDP trigger messages, Export to .CSV, Designated Customer Success Manager
- Enterprise:** Local storage, no cloud sync, Extra offline days, Custom support hours, Custom onboarding plan, Custom SLA

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The screenshot shows a LinkedIn post by Raphael van Lierop, Founder | CEO | Chief Creative Officer at Hinterland. The post text is as follows:

Super disappointed with **Rokoko**, a company whose motion capture tech we've used on multiple projects at **Hinterland**.

Their freshly updated terms of service require us to share our mocap data for the purposes of, amongst other things, training their AI.

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.

Shame on you for screwing your customers to try to get ahead. You don't deserve our money.

On the right side of the post, there are promotional banners for GoDaddy and Bloomberg, and a footer with 'LinkedIn Corporation © 2025'.

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This screenshot shows the same LinkedIn post as above, but with several replies highlighted in red boxes:

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

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# **EXHIBIT 34**

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**Intentionally Left Blank**

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1897 Intentionally Left Blank

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# EXHIBIT 35

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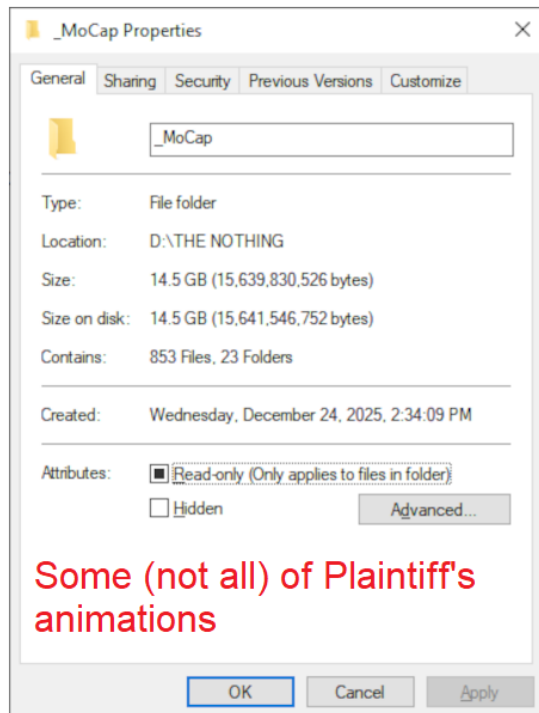
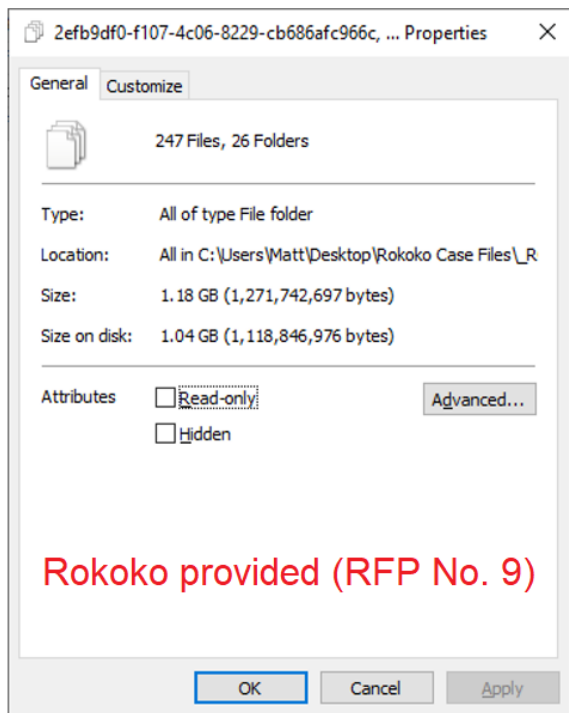
**Plaintiff lost access to original animations uploaded to Rokoko, RFP's returned only a**

1904

**fraction**

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19 **REQUEST FOR PRODUCTION NO. 9.**

20 Produce all documents sufficient to show the categories of telemetry, logs,  
21 animation data or technical data collected by Rokoko Studio in connection with  
22 Plaintiff's use of Rokoko's products or services.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9.**

24 In addition to the General Objections set forth above, Rokoko objects that this  
25 Request is vague and ambiguous with regards to the terms "animation data," "technical  
26 data" and "use of Rokoko's products or services." Rokoko further objects that this  
27 Request is overbroad as to scope and time, such that it is not reasonably calculated to  
28 lead to the discovery of admissible evidence. Rokoko further objects to the extent that

- 8 -

DEFENDANT ROKOKO ELECTRONICS' RESPONSES AND OBJECTIONS TO  
PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION

1 this Request seeks confidential or proprietary information protected by the right to  
2 privacy or applicable trade privileges. Rokoko further objects that this Request seeks  
3 documents already in the possession, custody, or control of Plaintiff.

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# **EXHIBIT 36**

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**Trifork Purchased 22% Stake in CoCo in June, 2024**

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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:

*"With this strategic partnership, we combine the strengths of our two companies to create a digital health solution that*

*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."*

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

*"Although we are a relatively new company, the timing of our solution is perfect. We believe that the future of healthcare lies in a combination of physical and digital services, delivered as close to the patient as possible, with the patient at the center. Partnering with Trifork and receiving their investment will allow us to expand our solution to reach many more people, fostering innovative and effective healthcare solutions. We are excited about this partnership and the potential it holds."*

#### **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

#### **About Trifork (trifork.com)**

Trifork is a global pioneering technology partner to its enterprise and public sector customers. The group has 1,275 employees across 72 business units in 15 countries. Trifork works in six business areas: Digital Health, FinTech, Smart Building, Smart Enterprise, Cloud Operations, and Cyber Protection. Trifork's research and development takes place in Trifork Labs, where Trifork continuously invests in and develops technology companies. Trifork owns and operates the software conference brands GOTO and YOW! and the global GOTO tech community with more than 66 million video views online. Trifork Group AG is a publicly listed company on Nasdaq Copenhagen.

Questions should be directed to:

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Questions should be directed to:


Group Investment Director, Frederik Svanholm, +41 79 357 7317, frsv@trifork.com, or  
Head of Media Relations & CCO FinTech, Peter Rørsgaard, +45 20 42 24 94, pro@trifork.com


- Trifork\_Rokoko Care\_ENG**  
12.06.2024 
- Trifork\_Rokoko Care\_DK**  
12.06.2024 
- Matias, Jesper, Karen**  
12.06.2024 

7174046800624910337-ljh8/?originalSubdomain=dk



Home
My Network
Jobs
Messaging 10
Notifications 9
Me
For Bu

  
**Winteryear Studios...**  
 Santa Clarita, California  
 + Experience  
 Learn new skills with Premium  
 Try Premium for \$0  
 Connections  
 Grow your network

  
**Mikkel Lucas Overby** · 3rd+  
 COO & CFO | Entrepreneur | Investor | PhD  
 1yr · Edited ·

#rokokocare is using "motion capture magic" to address one of the major healthcare challenges we face on a macro level

  
**Coco Care**  
 1,396 followers  
 1yr · Edited ·

**Danish Industry** bringer denne artikel, som et godt eksempel på offentligt-privat samarbejde og vores arbejde i og med **Hørsholm Kommune**. **Niklas Grundt Hansen**, udviklingsterapeut i Hørsholm kommune deler nogle gode pointer om værdien ved at anvende **Coco Care** i klinikken.


Hvis du gerne vil høre mere om mulighederne med **Coco Care** i din kommune, så ræk ud til os her på LinkedIn.

<https://lnkd.in/gNYiFE3f>

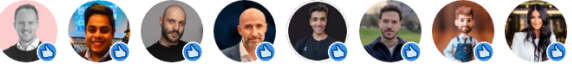
#fysioterapi #rokokocare

Show translation

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1925 EXHIBIT 37

1926 Rokoko “CoCo” Care Terms of Use Showed Rokoko As Parent Company

1927 (December 2024)

5/25/25, 11:21 AM

Terms of Use

The Wayback Machine - <https://web.archive.org/web/20241217190024/https://w...>

Research & Technology

○ ROKOKO Care

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About us

# Terms of Use

Last updated: February 17, 2024

## 1. BACKGROUND

1.1 Rokoko Care has developed a digital solution of the same name, which aims to provide patients with faster and more effective rehabilitation from physical injuries.

1.2 These terms apply to the use of Rokoko CARE's app and platform by End Users and Healthcare Professionals as part of a treatment process.

1.3

Rokoko CARE has entered into a license agreement with a municipality that wishes to offer the Rokoko CARE solution as part of its treatment processes and that provides access to the System for End Users and Healthcare Professionals.

## 2. DEFINITIONS

**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**

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

1/5

5/25/25, 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 .

### 3. USING THE SYSTEM

3.1 The System is made available to End Users and Healthcare Professionals as a software-as-a-service solution, where the System is licensed to a municipality that provides End Users and Healthcare Professionals with access to the System. End Users and Healthcare Professionals only have a limited, non-exclusive and non-transferable right to use the System.

3.2 By creating a user for the System, the End User and the Healthcare Professional agree to be bound by these terms.

#### 3.3

The use of the System does not include any right for the End User or Healthcare Professional to: (i) copy the System, in whole or in part, without the prior written consent of Rokoko, (ii) modify, adapt or translate the System, or parts thereof, (iii) sell, rent, lease, sublicense or otherwise transfer rights to the System, and/or (iv) manufacture, or have manufactured, other products or other software in whole or in part based on the System. The End User and the Healthcare Professional may also not give third parties access to do any of the above.

#### 3.4

If the End User or the Healthcare Professional takes actions in violation of these terms, the End User or the Healthcare Professional may be liable to Rokoko in accordance with the general rules of Danish law, and Rokoko may block access to the System.

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

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Terms of Use

### 3.5

The End User and the Healthcare Professional accept that the use of the System is at their own risk and that the System is provided as is and is available without any form of warranty. In particular, Rokoko cannot guarantee that (i) the End User's or the Healthcare Professional's use of the System will meet the End User's or the Healthcare Professional's requirements or expectations, (ii) use of the System will be uninterrupted and error-free, (iii) all information that the End User or the Healthcare Professional receives as a result of using the System will be accurate and reliable, and (iv) that any errors in the System will be corrected.

### 3.6

To the extent permitted by applicable law, Rokoko further expressly disclaims all warranties, terms or conditions of any kind, whether express or implied, including, but not limited to, implied warranties, terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement with respect to the System.

## 4. OPERATION AND SUPPORT

4.1 Rokoko is obliged to operate and maintain the System in accordance with good IT practice.

### 4.2

If the End User or the Healthcare Professional experiences operational breakdowns or operational problems that prevent or make it difficult to use the System, they must notify Rokoko by e-mail: [help@rokokocare.com](mailto:help@rokokocare.com).

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 Rokoko, its partners, suppliers and/or affiliated companies own all intellectual property rights to the System. All information belongs to Rokoko. The use of the System does not grant the End User or the Healthcare Professional any rights to use any Rokoko trademarks.

## 6. DATA PROTECTION

6.1 Rokoko processes personal data in accordance with Rokoko's privacy policy, which can always be read on Rokoko's website

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

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Terms of Use

<https://www.rokokocare.com/privacypolicy>. By activating an account, the End User and the Healthcare Professional agree to have read and accepted Rokoko's privacy policy.

#### 6.2

An End User who activates an account may receive emails and notifications from their Healthcare Professional via Rokoko related to the training programs created for them. A Healthcare Professional who activates an account may receive emails and notifications from the End Users they follow. The Healthcare Professional is the data controller for the personal data that the Healthcare Professional processes in the System about the End User. The Healthcare Professional agrees to protect the End User's personal data at a level not lower than that set out in Rokoko's privacy policy.

#### 6.3

The End User and the Healthcare Professional are obliged to keep their passwords and usernames secret and not to share them with third parties.

### 7.

#### LIMITATION OF LIABILITY

7.1 Rokoko is not liable for any indirect or consequential damages, including product liability, lost profits, loss of data or loss of use of data. Rokoko's maximum liability under the Agreement may not exceed an amount of DKK 100,000.

7.2 Rokoko cannot be held liable for any health consequences resulting from the use of the System, including reliance on data generated in the System.

### 8. TRANSFER OF USER ACCESS

8.1 End Users and Healthcare Professionals are not entitled to transfer the rights covered by these terms to third parties without prior written consent.

### 9.

#### ENTIRETY

9.1 If any part of these terms is declared invalid or unenforceable, this will not affect the validity of the remaining part of the terms, which will remain valid and enforceable.

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

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5/25/25, 11:21 AM

Terms of Use

## 10. CHOICE OF LAW

10.1 Any dispute that may arise in connection with the terms and/or the End Users' and Healthcare Professionals' use of the System shall be settled in accordance with Danish law.

### ● ROKOKO Care

Improving people's quality of life by making digital physiotherapy accessible to everyone.

[Terms of Use](#)  
[Privacy Policy](#)

Download the app



© 2023 Rococo Care



1933

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1938

# **EXHIBIT 38**

1939

**Rokoko and CoCo still share the same office address**

1940

1941



The Open Database Of The Corporate World

Company name or number

Companies  Officers

## Coco Care ApS

**Company Number** 44483637

**Status** Normal

**Incorporation Date** 8 December 2023 (over 2 years ago)

**Company Type** Anpartsselskab

**Jurisdiction** [Denmark](#)

**Registered Address** [Sankt Gertruds Stræde 10](#)  
[København K](#)  
[1129](#)  
[Denmark](#)

**Industry Codes** 62.01.00: Computer programming activities (Dansk Branchekode 2007)  
621000: Computerprogrammering (Dansk Branchekode 2007)  
62.01: Computer programming activities (European Community NACE Rev 2)  
6201: Computer programming activities (UN ISIC Rev 4)

**Number Of Employees** 2-4

**Alternative Names** [Rokoko Care ApS \(trading name, 2023-12-08 - \)](#)

**Directors / Officers** [Karen Skjerbæk Jørgensen, bestyrelsesmedlem, 25 Jun 2024-](#)  
[Matias Søndergaard, direktør, 8 Dec 2023-](#)  
[Matias Søndergaard, bestyrelsesmedlem, 8 Dec 2023-](#)  
[Mikkel Lucas Overby, formand, 8 Dec 2023-](#)  
[ROKOKO ELECTRONICS APS, stiftere, 8 Dec 2023-](#)

**Inactive Directors / Officers** [Jakob Balslev, bestyrelsesmedlem, 8 Dec 2023-25 Jun 2024](#)

### Websites

**WEBSITE**

<http://www.rokokocare.com/>



The Open Database Of The Corporate World

Company name or number

Companies  Officers

## ROKOKO ELECTRONICS APS

**Company Number** 35680667

**Status** Normal

**Incorporation Date** 6 March 2014 (about 12 years ago)

**Company Type** Anpartsselskab

**Jurisdiction** [Denmark](#)

**Restricted** Protected against unsolicited advertising: the information registered about an advertising-protected company may not be used for direct marketing, which involves direct customer contact such as telephone calls, targeted postal items, etc. See: <https://datacvr.virk.dk/data/node/178>

**Registered Address** [Sankt Gertruds Stræde 10](#)  
[København K](#)  
[1129](#)  
[Denmark](#)

**Industry Codes** 27.90.00: Manufacture of other electrical equipment (Dansk Branchekode 2007)  
26.20.00: Manufacture of computers and peripheral equipment (Dansk Branchekode 2007)  
27.90: Manufacture of other electrical equipment (European Community NACE Rev 2)  
2790: Manufacture of other electrical equipment (UN ISIC Rev 4)  
26.20: Manufacture of computers and peripheral equipment (European Community NACE Rev 2)  
2620: Manufacture of computers and peripheral equipment (UN ISIC Rev 4)

**Number Of Employees** 20-49

**Previous Names** ROKOKO ELECTRONICS IVS

**Directors / Officers** [Alexandar Korsgaard Bruun](#), bestyrelsesmedlem, 21 Feb 2020-  
[Brett Arthur Bibby](#), bestyrelsesmedlem, 22 Jun 2022-  
[Jakob Balslev](#), stiftere, 6 Mar 2014-  
[Jakob Balslev](#), bestyrelsesmedlem, 6 Mar 2014-

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# **EXHIBIT 39**

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# EXHIBIT 40

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**Naver-Z Invested in Rokoko for Animation Data for thier Metaverse**

1961

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TC TechCrunch Latest Startups Venture Apple Security AI Apps Events Podcasts Newsletters

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 dl\_ecofund@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.

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- OpenAI reportedly 'recalibrating' compensation in response to Meta hires

1963

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Today Saturday Jul 05, 2025 (KST)

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GLOBAL EDITION

Companies Korean Investors Deals Markets Culture & Trends M&A Perspectives Featured from WSJ

**Metaverse**

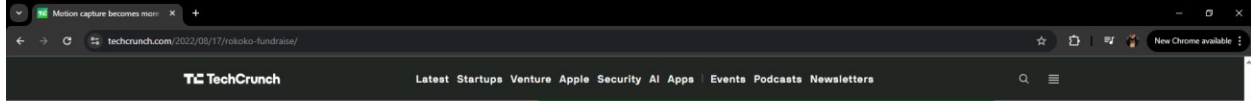
### Softbank joins \$190 mn fundraising by Naver metaverse platform

To use the proceeds for overseas business expansion, talent acquisition

By *Min-Ki Koo*

Published December 1, 2021 at 5:44 PM(KST)  
Updated December 2, 2021 at 2:09 AM(KST)  
Read time 1 min read

1964



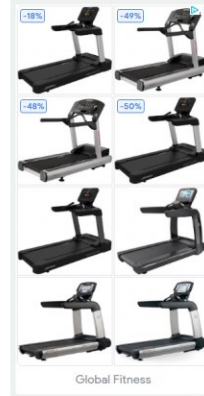
South Korean company Naver Z is the brain behind the popular [3D-avatar app Zepeto](#). Today, the company announced it made a strategic investment in the Danish animation and motion capture company [Rokoko](#). The mocap (motion capture) company has more than 50,000 users all over the world, including some of the biggest names in the biz, but the majority of its customers are emerging indie creators who, until Rokoko came along, had no affordable way to use high-end motion capture and animation tools.

With Rokoko's mocap suit and gloves and an advanced motion editing software suite, Rokoko's ecosystem of tools is a lifesaver for creators who have to animate characters; without having to use a specialized studio with cameras that capture the movement, the suit itself tracks how the character is moving and translates that into movements that animators can use to animate their characters.

"We raised \$3m as it was primarily a strategic round to bring Naver Z in, and then some of our previous investors wanted to follow up too," said Jonathan Jeffery, director of growth at Rokoko, in an email. "We were profitable the entirety of last year so didn't have too much pressure on our back to raise a large round."

The funding round values Rokoko at over \$80 million, the company claims. The round was led by Naver Z, and the two existing lead investors, VF Venture and North-East Venture, both join the new round along with robotics specialist Thomas Visti (Universal Robots, MIR) and investment from new board member Brett Bibby.

"With this investment from Naver Z, we are joined by one of the strongest and fastest moving metaverse companies in the world, and our plans to expand our business into Asia just got supercharged," Rokoko CEO and co-founder



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From seed to Series C and beyond—founders and VCs of all stages are heading to Boston. Be part of the conversation. Save \$200+ now and tap into powerful takeaways, peer insights,

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# **EXHIBIT 41**

1972

**Rokoko Pitch Deck Seeks Investors For Metaverse Use (Naver-Z)**

1973

1974

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**

#madewithrokoko  
 Artwork by AMC Studio @amc\_studio\_

1975

ROKOKO

Investor Deck

July 2022

rokoko.com / hi@rokoko.com

Opportunity in creator economy:

A new content creator is born each second

SoMe/Metaverse platforms are fueling explosive growth in internet creators, streaming giants accelerate demand for high-end content.

Primary focus

Exponential growth: Emerging creators (internet creators)



→  
 Young generations are producing content at a speed, quality, and pace that's completely unprecedented

Secondary focus

Strong growth: Pro studio animation



→  
 The fierce competition in streaming has driven investments in high-end content to an all-time high

1976

1977

# 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

## ARR growth



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1985

# **EXHIBIT 42**

1986

## **Rokoko's 2022 Terms & Conditions**

1987

1988

1989 ROKOKO STUDIO - STANDARD TERMS OF USE

1990

1991

1992 Effective Date: 11/01/2022

1993

1994 **1. PARTIES AND BACKGROUND**

1995

1996 1.1 Rokoko Electronics ApS is a company existing and organized under the laws  
1997 of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as  
1998 the **Company, we, us**, or any similar expression). You may contact us through e-  
1999 mail at [support@rokoko.com](mailto:support@rokoko.com). We have developed and operate the Rokoko Studio  
2000 platform located at <https://www.rokoko.com/studio> (**Site**), which allows users to  
2001 create, store, and share 3D assets (collectively, with all other services accessible  
2002 through the Site, referred to as the **Services**).

2003

2004 1.2 You are the “**Customer**” under these Standard Terms of Use (the “**Terms**”) if  
2005 you are (a) an individual subscribing to Services; or (b) an organization  
2006 subscribing to Services to be used by one or more of your employees. If you are an  
2007 organization ordering Services, the individual who agrees to this Agreement on  
2008 your behalf must have the authority to bind the organization and its End Users to  
2009 this Agreement.

2010

2011 1.3 You are the “**End User**” under the Terms if you are using the Services in your  
2012 capacity as an end user, including as an individual Customer or as an individual  
2013 authorized to use the Services by an organization who is a Customer.

2014

2015 1.4 If we do not specify whether certain language refers to an End User or  
2016 Customer, then our use of “**you**” refers to both End Users and Customers.

2017  
2018 1.5 By registering an Account (as defined below) with us; by installing, copying,  
2019 accessing, downloading or otherwise using Software (as defined below), or by  
2020 using the Services, you agree to be bound by the Terms, which we may update  
2021 from time to time. Your continued use of the Services (or any User Content  
2022 downloaded from the Services) constitutes your consent to such changes following  
2023 to such updates. Please read this agreement carefully and check the Terms  
2024 periodically for changes. If you do not agree to the Terms and any later changes  
2025 thereto, you may not use the Services.

2026  
2027 1.6 The Terms apply to your use of the Site and/or the Services and shall govern  
2028 the contractual relationship between you and us.

2029  
2030 1.7 The Terms apply to any updates or supplements to the Site and/or the Services,  
2031 unless they come with separate terms, in which case those terms apply. If any  
2032 open-source software is included in the Site or in the Services, the terms of an  
2033 open-source license may override some of the provisions of the Terms. Certain  
2034 features of the Services or Site may be subject to additional guidelines, terms, or  
2035 rules, which will be posted at the Site in connection with such features. All such  
2036 additional terms, guidelines, and rules are incorporated by reference into the Terms  
2037 and shall be deemed included in the contractual relationship.

2038  
2039 1.8 Personal data is subject to our Privacy Policy published at the Site (currently at  
2040 <https://www.rokoko.com/privacy-policy>), the terms of which are incorporated

2041 herein by reference and shall be deemed included in the contractual relationship.  
2042 Please review our Privacy Policy to understand our practices.

2043

## 2044 2. REGISTRATION AND SUBSCRIPTIONS

2045

2046 2.1 Before the first use of the Services, you will be required to register and create  
2047 an account (“**Account**”) by providing the required information as prompted at the  
2048 Site. You must choose an e-mail address at which we can contact you.

2049

2050 2.2 Each End User is assigned unique login credentials that grant the User access  
2051 to the Services subscribed for. You are expressly forbidden from allowing another  
2052 individual to access the Services using the same login credentials. Each End User  
2053 account must correspond solely to one individual person. You are responsible for  
2054 keeping your login credentials including your password confidential. This means,  
2055 that you should not share it with anyone else, should not permit or enable third  
2056 parties to gain access to it, and that you shall take all steps necessary to guarantee  
2057 its confidentiality and security. If your password is lost, misused, or otherwise  
2058 compromised, or if you suspect that it has been lost, misused, or otherwise  
2059 compromised, you must notify us of this immediately via our email to  
2060 [support@rokoko.com](mailto:support@rokoko.com).

2061

2062 2.3 We offer several subscription plans, each with differing conditions, use  
2063 limitations, and interfaces. Detailed description of the subscription plans, including  
2064 pricing and features, are available at <https://www.rokoko.com/studio/pricing>. You  
2065 can find specific details regarding your subscription within your Account. We  
2066 reserve the right to modify, terminate or otherwise amend our subscription plans at

2067 any time, in our sole and absolute discretion, including to change the price of a  
2068 subscription plan.

2069  
2070 2.4 The subscription fees of the individual plans are subject to a monthly/yearly  
2071 subscription fee determined by the number of individual End Users (identified by  
2072 e-mail accounts) registered by the Customer for the specific Account.

2073  
2074 2.5 You must pay the subscription fee for the Services in accordance with the  
2075 subscription plan and/or the payment procedure provided on the Site or in the  
2076 Services, including any add-on fees. If we cannot charge your payment method for  
2077 any reason (such as expiration or insufficient funds), and you have not cancelled  
2078 your subscription, you will remain responsible for any uncollected amounts, and  
2079 we reserve the right to collect such amounts.

2080  
2081 2.6 All subscription fees and any other payment under the Terms are invoiced by  
2082 us unless we notify you otherwise in writing. Unless otherwise provided, all prices  
2083 are in USD and are exclusive of value added tax (VAT) and other government  
2084 taxes, banking fees, and regulatory fees that have been or are later imposed.

2085  
2086 **3. USER CONTENT**

2087  
2088 3.1 You are solely responsible for all information and content that you  
2089 create/generate using, submit to use, or use with or store within the Site and/or  
2090 Services (including animations, 3D models, images, audio, and related content, as  
2091 well as user comments) (“**User Content**”). We accept no responsibility for any  
2092 User Content created or uploaded by you or other End Users, and you create and

2093 use such User Content at your own risk. We accept no responsibility for any User  
2094 Content and give no warranty that the User Content is accurate, complete, useful  
2095 for any purpose (direct or implied) that may be published at the Site. Except as  
2096 otherwise set forth in the Terms, we do not claim ownership over any User  
2097 Content.

2098  
2099 3.2 You are solely responsible for ensuring that any User Content you submit to  
2100 the Services complies with any applicable laws and third-party rights, including to  
2101 any intellectual property, privacy, and publicity rights and laws, and that all  
2102 required notices have been provided to, and required consents and releases have  
2103 been obtained from, individuals who are the subject of, or owners of, any User  
2104 Content. We reserve the right (but have no obligation) to review any User Content  
2105 and its compliance with the Terms. We have the right to take in our discretion any  
2106 measures to protect us against any such violation, including to stop providing you  
2107 with the Services, deny you access to the Site, Services and/or to your Account,  
2108 and/or terminate your Account or subscription.

2109  
2110 3.3 You agree to bear all risks associated with your User Content and the licensing  
2111 thereof. You are solely responsible for safeguarding your User Content, and we  
2112 have no duty to store copies of User Content for availability to you or any user  
2113 after such User Content has been deleted or an Account has been closed except as  
2114 otherwise provided under the Terms.

2115  
2116 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding  
2117 your use of the Services, including evaluating how you use the Services (“**Usage**  
2118 **Data**”), (iii) technical data, and (iv) related information that is gathered

2119 periodically, to improve the Services, including to facilitate new features or  
2120 improve existing features, to facilitate the provision of software updates, for  
2121 product support purposes, and to provide other services (if any) to you related to  
2122 the Services.

2123

#### 2124 **4. USAGE LICENSE AND POLICY**

2125

2126 4.1 Subject to the Terms and for as long as you have a valid Account with us, we  
2127 grant you a limited, revocable, non-exclusive, non-sublicensable, and non-  
2128 transferable license to use the Services as they are provided to you by us, only as  
2129 set forth in the Terms. Under the license you may use the Site and/or the Services  
2130 in accordance with the terms stipulated hereunder within any territory from which  
2131 you have access to the Site and/or the Services.

2132

2133 4.2 All software and software-as-a-service (SaaS) used in connection with the  
2134 Services ("**Software**") is proprietary to us or to third parties, and any use,  
2135 redistribution, sale, de-compilation, reverse engineering, disassembly, translation,  
2136 or reduction of the Software is prohibited. The Software is licensed, not sold. You  
2137 agree that we may update the Software without notice, at any time and in our sole  
2138 discretion, and that the Terms will apply to any updated versions.

2139

2140 4.3 End User is granted a license to install and use the Software on an unlimited  
2141 number of computers of End User.

2142

2143 4.4 You agree not to access (or attempt to access) the Services by any means other  
2144 than through the interface that is provided by us, unless you have been specifically

2145 allowed to do so in a separate agreement with us. You specifically agree not to  
2146 access (or attempt to access) any part of our Services through any automated  
2147 means (including use of scripts, crawlers, or similar technologies from time to  
2148 time).

2149

2150 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or  
2151 violate a third party's patent, copyright, trademark, trade secret, moral rights, or  
2152 other intellectual property rights, or rights of publicity or privacy; (ii) violate, or  
2153 encourage any conduct that would violate, any applicable law or regulation or  
2154 would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or  
2155 deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v)  
2156 promote discrimination, bigotry, racism, hatred, harassment, or harm against any  
2157 individual or group; (vi) promote violence or actions that are threatening to any  
2158 other person; or (vii) promote illegal or harmful activities or substances.

2159

2160 4.6 You agree that you will not use the Services to (i) decompile, disassemble,  
2161 reverse engineer, copy, or transfer the Services (or otherwise extract knowledge  
2162 from or create derivative works of the Services), (ii) transmit or otherwise make  
2163 available any unsolicited or unauthorized advertising, promotional materials, or  
2164 any other form of solicitation; (iii) use the Services in a manner that (a) is likely to  
2165 interrupt, suspend, slow down or hinder the continuity of the Services, (b)  
2166 constitutes an intrusion or attempt to break into the Services, (c) will divert of the  
2167 Services' system resources, (d) may place a disproportionate load on the  
2168 infrastructure of the Services, or (e) constitutes an attack on security and  
2169 authentication measures of the Services; or (iv) attack the operational capacity of  
2170 the Site or Services by any means, such as: sending mass e-mails (spam); carrying

2171 out hacking attempts or brute-force attacks; using or sending spy software,  
2172 facilitate any viruses, trojan horses, worms or other computer programming  
2173 routines that may damage, detrimentally interfere with, surreptitiously intercept or  
2174 expropriate any system, data or information.

2175

2176 4.7 You must use all reasonable efforts to prevent any unauthorized access to, or  
2177 use of, the Site and/or Services and, in the event of any such unauthorized access  
2178 or use, promptly notify us.

2179

2180 4.8 You agree to inform us promptly about any legal complaint, claim or action  
2181 related to the User Content you have uploaded using the Services.

2182

## 2183 5. **ROKOKO ASSETS**

2184

2185 5.1 The license to use the Services includes a license to the assets provided/made  
2186 available by us as part of the Services ("**Rokoko Assets**"). Rokoko Assets can be  
2187 both sample data/assets produced and owned by us as well as Motion Library  
2188 Assets owned by third parties. The license to each Rokoko Asset is limited to the  
2189 period in which you have an Account. Unless otherwise stated, the definition of  
2190 "Services" in the Terms also covers/includes Rokoko Assets.

2191

2192 5.2 The Services permit you to collaborate with other End Users, including sharing  
2193 Rokoko Assets (and User Content) between Rokoko Studio Teams (as such  
2194 Rokoko Studio Teams are used and defined in/by use of the Services). You  
2195 represent and warrant to always respect the rights in and license terms of any

2196 Rokoko Assets (and/or User Content) purchased, shared by/with you, or otherwise  
2197 used with/in the Services.

2198  
2199 5.3 You may download and make copies of the Rokoko Assets for legitimate  
2200 purposes, including back-up purposes, subject to the Terms. In addition, we  
2201 acknowledge that copies of the Rokoko Assets may be made when the Rokoko  
2202 Assets have been integrated as part of digital media productions. Unless expressly  
2203 provided for in the license terms of the specific Rokoko Asset, you may not  
2204 reproduce, distribute, sublicense, rent, lease or lend any Rokoko Asset other than  
2205 as follows from the above.

2206

## 2207 **6. INTELLECTUAL PROPERTY RIGHTS**

2208

2209 6.1 The Terms do not grant you any rights in connection with any trademarks or  
2210 service marks of us or our suppliers.

2211

2212 6.2 All title and intellectual property rights in and to the Services (including  
2213 Software, images, photographs, animations, graphics, 3D graphics, video, audio,  
2214 music, text, and tutorials incorporated into the Services), the accompanying printed  
2215 materials, and any copies of the Services, are owned by us. All rights not expressly  
2216 granted are reserved by us.

2217

2218 6.3 You retain all your rights to User Content and are responsible for protecting  
2219 those rights. You grant us the right to access, use, or modify such User Content  
2220 only as necessary to provide the Services and carry out our obligations under the

2221 Terms, including to correct errors of the Software and Services and for statistical  
2222 purposes.

2223  
2224 **7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA**

2225  
2226 7.1 We base the processing of your personal data on legitimate interest under  
2227 applicable data protection law, to provide you with the necessary functionality  
2228 required during the use of the Site and/or Services and to develop and improve the  
2229 Site and/or Services.

2230  
2231 **8. TERM AND TERMINATION**

2232  
2233 8.1 Your license, subscription plan, and payment obligation will renew  
2234 automatically until you cancel them. Subscription prices may change and will  
2235 renew at the then-applicable subscription cost. To avoid billing for a renewed  
2236 subscription period, you must cancel or downgrade your subscription before the  
2237 lapse of the existing subscription period. Any downgrade shall take effect at the  
2238 beginning of the next subscription period. Please be aware, that after downgrading  
2239 you will lose the right to use certain Services available only under the relevant  
2240 subscription plan and that may affect your ability to use your projects.

2241  
2242 8.2 If you fail to comply with the terms and conditions of the Terms or in any way  
2243 abuse or misuse the Software or Services, we may terminate the license, including  
2244 all license rights granted herein, with immediate effect. If you breach the Terms or  
2245 applicable law, we may also terminate your Account or your access to the Site  
2246 and/or the Services immediately at any time.

2247  
2248 8.3 In the event of a breach of the Terms, we have the right to sue for infringement  
2249 and/or breach of contract, for which we will seek all damages and remedies  
2250 available including attorney's fees and all associated costs plus all estimated  
2251 current and future earnings incurred by you due to the abuse or misuse.

2252  
2253 8.4 Upon termination of the license, we have the right, but not the obligation, to  
2254 permanently delete your Account. Such deletion will also delete your User  
2255 Content. We have no obligation to maintain your User Content, and we have no  
2256 liability for any terminated use of the Site or Services, including for termination of  
2257 your Account or deletion of your User Content.

2258  
2259 **9. PUBLICITY**

2260  
2261 9.1 Each Party hereby gives its consent to publication of the other Party's name for  
2262 marketing purposes.

2263  
2264 **10. DISCLAIMER OF WARRANTIES**

2265  
2266 10.1 YOU UNDERSTAND AND ACCEPT THAT YOUR USE OF THE  
2267 SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES AND  
2268 SOFTWARE ARE, TO THE MAXIMUM EXTENT PERMITTED BY  
2269 APPLICABLE LAW, PROVIDED "AS IS" WITHOUT WARRANTY OF ANY  
2270 KIND. IN PARTICULAR, WE, OUR SUBSIDIARIES, HOLDING COMPANIES  
2271 AND AFFILIATES, AND THEIR LICENSORS, DO NOT REPRESENT OR  
2272 WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL

2273 MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL  
2274 BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C)  
2275 ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE  
2276 OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT  
2277 DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE  
2278 PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

2279  
2280 10.2 YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND  
2281 RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO  
2282 YOUR COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA  
2283 THAT RESULTS FROM SUCH USE.

2284  
2285 10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,  
2286 YOU FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES TERMS AND  
2287 CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED,  
2288 INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS  
2289 AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY,  
2290 FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT,  
2291 WITH RESPECT TO THE SERVICES.

2292  
2293 **11. LIMITATION OF LIABILITY**

2294  
2295 11.1 THE LIABILITY OF US AND OUR SUBSIDIARIES, HOLDING  
2296 COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES TOWARDS  
2297 YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF  
2298 LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS

2299 PAID TO US BY YOU IN THE PAST SIX MONTHS FOR THE SERVICES  
2300 RELATING TO THE DISPUTE. IN NO EVENT SHALL WE OR OUR  
2301 SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND  
2302 OTHER AFFILIATES BE LIABLE TO YOU FOR ANY SPECIAL,  
2303 INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES  
2304 (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO  
2305 EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS  
2306 ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR  
2307 USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY  
2308 CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING  
2309 NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR  
2310 NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR  
2311 DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY  
2312 EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE TERMS IS FOUND  
2313 TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

2314  
2315 11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR  
2316 SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND  
2317 AFFILIATES, AND THEIR LICENSORS SHALL NOT BE LIABLE TO YOU  
2318 FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU,  
2319 INCLUDING LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE  
2320 PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE  
2321 OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR  
2322 TRANSACTION BETWEEN YOU AND US OR ANY DEVELOPER,  
2323 ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE  
2324 SERVICES; OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN

2325 THE PROVISION OF THE SERVICES; (III) THE DELETION OF,  
2326 CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER  
2327 COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR  
2328 THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO  
2329 PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;

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## 2331 12. AMENDMENTS

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2333 12.1 We reserve the right to amend the terms and conditions of the Terms at any  
2334 time with 1 (one) month prior notice. The most recent version of the Terms may be  
2335 found at <https://www.rokoko.com/terms>.

2336

## 2337 13. EXPORT RESTRICTIONS

2338

2339 13.1 Rokoko Assets available as part of the Services may be subject to laws,  
2340 administrative regulations, and executive orders of those authorities responsible  
2341 according to any applicable laws relating to the control of imports and exports of  
2342 the Rokoko Assets (“**Export Laws**”). You agree to comply with all applicable  
2343 Export Laws and you shall not export or re-export directly or indirectly (including  
2344 via remote access) any part of the Rokoko Assets to anyone in any country to  
2345 which a license is required under the Export Laws without first obtaining a license.

2346

## 2347 14. VENUE AND APPLICABLE LAW

2348

2349 14.1 The Terms and our relationship under the Terms shall be governed by the  
2350 laws of Denmark without regard to its conflict of laws provisions. Any dispute

2351 arising out of or in connection with the Terms, including any disputes regarding  
2352 the existence, validity or termination thereof, shall be settled by simplified  
2353 arbitration arranged by The Danish Institute of Arbitration in accordance with the  
2354 rules of simplified arbitration procedure adopted by The Danish Institute of  
2355 Arbitration and in force at the time when such proceedings are commenced.  
2356 Notwithstanding this, you agree that we are allowed to apply for injunctive  
2357 remedies (or an equivalent type of urgent legal relief) in any jurisdiction without  
2358 providing security.

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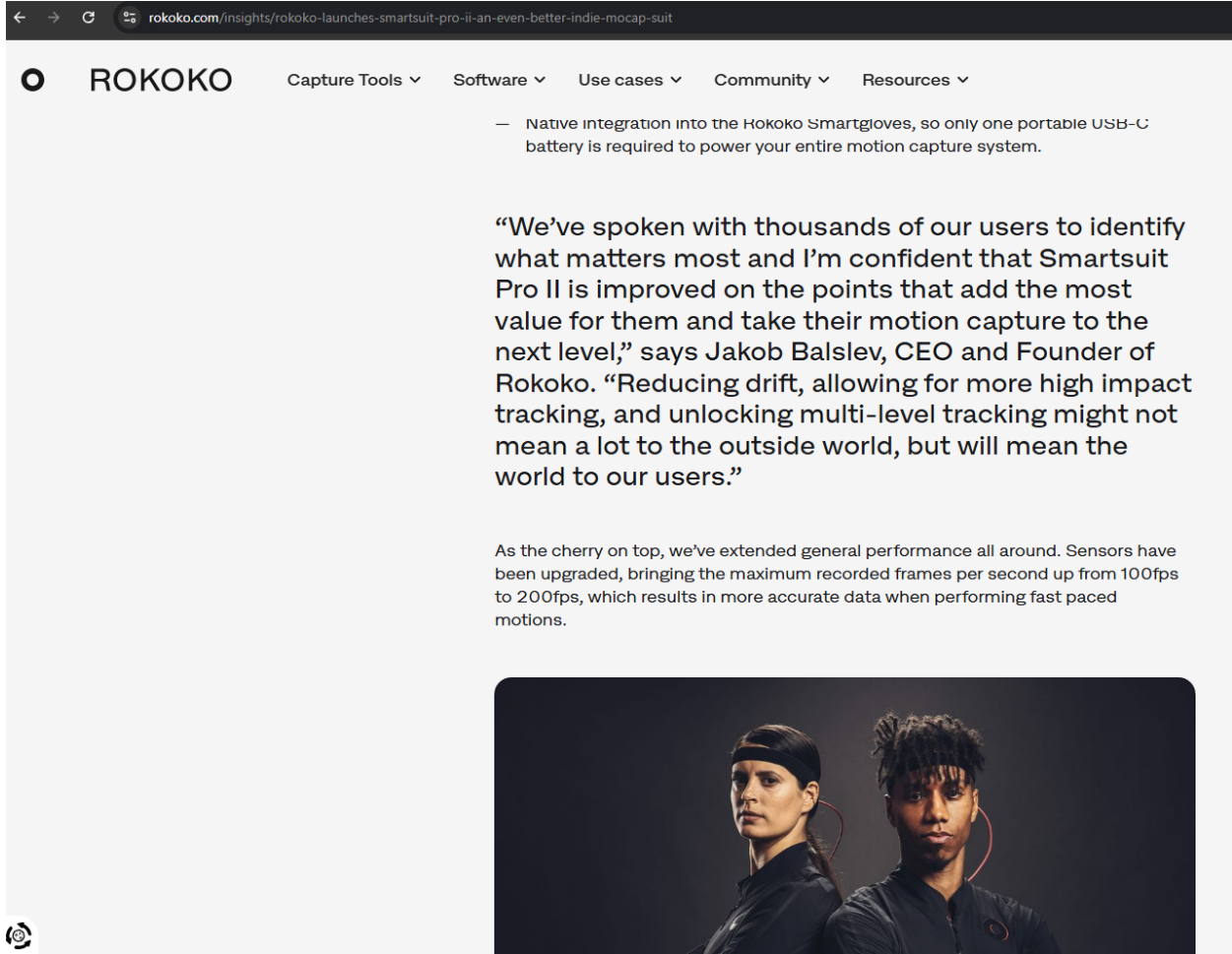
# **EXHIBIT 43**

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**Gen-2 equipment is 2x faster and more accurate than Gen-1**

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# EXHIBIT 44

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**Defendants first released a 2023 firmware which impacted users equipment.**

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support.rokoko.com/hc/en-us/articles/7725473713297-Smartglove-shows-up-as-a-Smartsuit-Pro-in-Studio-and-Serial-Number-looks-corrupted

Rokoko → Troubleshooting → Smartgloves

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

### 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

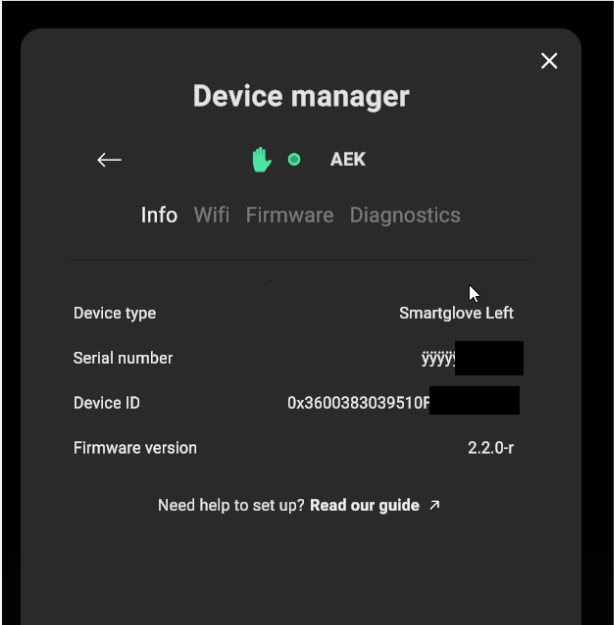
2381

support.rokoko.com/hc/en-us/articles/7725473713297-Smartglove-shows-up-as-a-Smartsuit-Pro-in-Studio-and-Serial-Number-looks-corrupted

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.



Device type	Smartglove Left
Serial number	yyy
Device ID	0x36003883039510F
Firmware version	2.2.0-r

Need help to set up? [Read our guide](#)

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Request #20949: How would you rate the support you received? - Message (HTML)


File Message Help

Delete Archive Reply Reply All Forward All Apps Move Mark Unread Categorize Follow Up Editing Read Aloud Immersive Reader Translate Zoom

Request #20949: How would you rate the support you received?

Rokoko <support@rokoko.zendesk.com>  
To: Matthew R Walsh Thu 3/23/2023 8:03 AM

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

 **ΕΙΣΤΑΙΝΟΣ ΓΑΣΙΟΠΟΥΛΟΣ (KOKOKO)**  
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.

Please have only one piece of hardware connected to the computer(one Smartglove or only the Smartsuit), to apply the WiFi settings or uncheck one hardware in the WiFi panel by left clicking on it (it should be grey if it's not selected). It should be only one green.

Kind regards,

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

Sensors will not work for the following reasons:

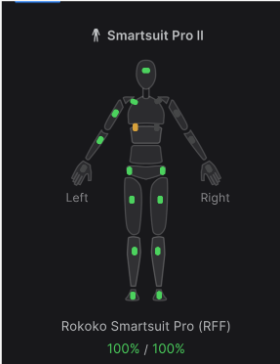
- 1 During a firmware update, some or all the sensors got stuck in bootloader mode.
- 2 A cable is connected to a sensor is faulty or physically damaged.
- 3 Sensors have lost their calibration values or are physically damaged.

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 update has finished successfully, or if the hub was underpowered during the update.

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:



The screenshot shows a human figure with sensor locations marked by colored dots. The text 'Smartsuit Pro II' is at the top, and 'Rokoko Smartsuit Pro (RFF)' and '100% / 100%' are at the bottom. The figure is labeled 'Left' and 'Right'.

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support.rokoko.com/hc/en-us/articles/4419598164497-Rokoko-Studio-Known-Issues

### 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

- The upper and lower levels on Actor measurements (too avoid too extreme values) are not enforced when editing an Actor preset. If you set an out-of-bound value in the preset, then a preset-spawned Actor will have the measurements changed to fit the min/max values.

### Recording & Editing

- Starting a recording immediately after the devices are paired to an actor can lead to issues with the recorded clip.
- When standing still and kicking one leg forward, the Actor can start to glide forward

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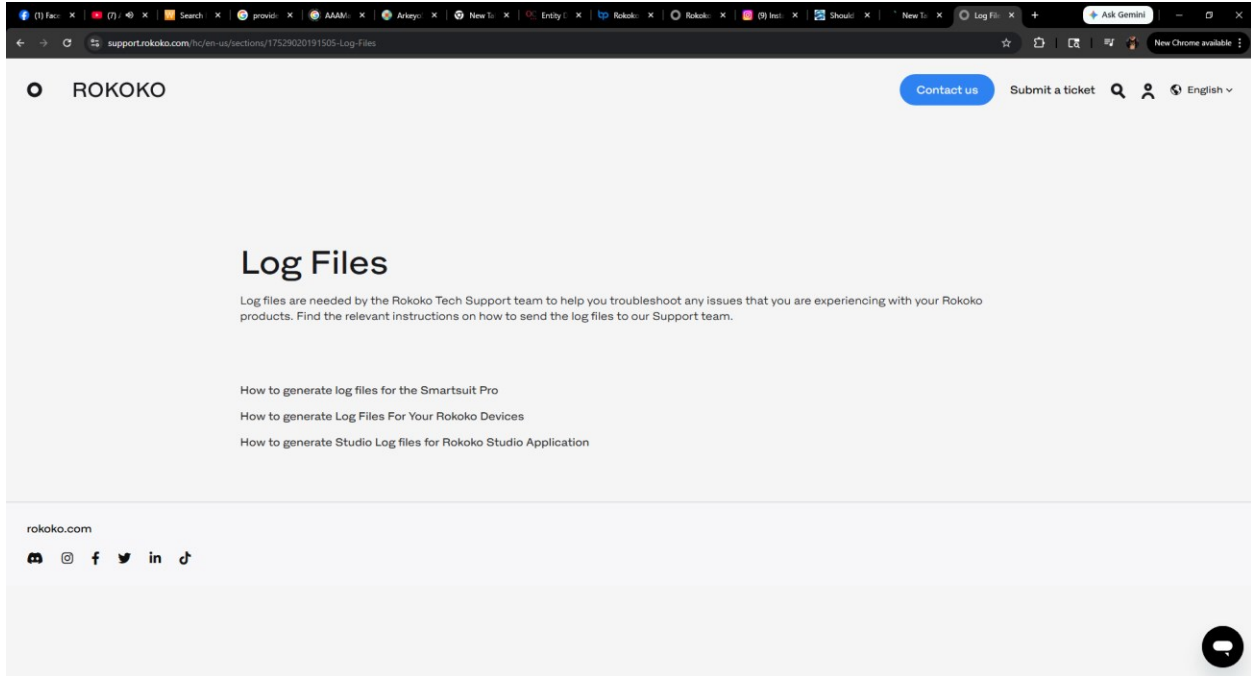
# EXHIBIT 45

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**The Defendant claims they need log files to diagnose any issues**

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# **EXHIBIT 46**

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**Defendant required remote support sessions and blamed “wires” as physical equipment**

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**failures rather than the recent firmware update.**

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[Rokoko] Re: Sensors blinking green - Message (HT... Search

File Message Help

Ignore Delete Archive Reply Reply All Forward More Meeting All Apps Move Send to OneNote Mark Unread Categorize Follow Up Find Related Select Editing Read Aloud Immersive Reader Translate Zoom

[Rokoko] Re: Sensors blinking green

IS Ilias Stentoumis (Rokoko) <support@rokoko.com>  
To Matthew R Walsh Tue 3/28/2023 5:09 AM

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.



Kind Regards,

Ilias Stentoumis  
Rokoko Tech Support Team  
[What would you like to see in the future? Submit a Feature Request here!](#)

**Kevin Dambuwatta (Rokoko)**  
Mar 28, 2023, 09:25 GMT+3

Hey Matthew,

Thank you for reaching out!

I have forwarded your request to our Tech Support Team. A colleague will review the files you sent us and will get back to you shortly. 🙌  
They will help you out in no time.

If there is anything else please let me know.

Kind regards,  
Kevin Dambuwatta

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[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. Matthew R. Walsh, 28435 Ascent Wa...

File Message Help

Ignore Delete Archive Reply Reply All Forward Meeting More All Apps Move Send to OneNote Mark Unread Categorize Follow Up Tags Find Related Select Editing Read Aloud Immersive Reader Translate Zoom

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. Matthew R. Walsh, 28435 ...

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

You replied to this message on 4/15/2025 11:59 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 15, 2025, 12:17 GMT+3

Hello Matt,

Thank you for your patience while we've been reviewing the logs carefully. Thankfully, the logs show that this is merely a cabling issue. There are no sensor errors.

I have sent you a quote for the three cables that need replacing. They are:

- 1 x 950mm
- 1 x 180mm
- 1 x 550mm

Best regards,

Dan Nikolaison  
Customer Success Manager  
[rokoko.com](http://rokoko.com)

Follow us on:  
[Instagram](#),  
[Twitter](#),  
[LinkedIn](#),  
[Facebook](#), and  
[TikTok](#).  
Join our community of 3D artists, VFX experts, and game devs on [Discord](#).

**Matthew R Walsh**  
Apr 12, 2025, 05:03 GMT+3

Dan,  
I'm sure by now Rokoko is fully aware of my position. I am no longer willing to wait for resolution. I have been beyond patient to no resolve, and I've allowed this to impact my business long enough. There is nothing further to discuss beyond what I've already served upon your San Francisco office.

I expect resolution no later than Friday, April 18th.

Thank you,

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# **EXHIBIT 47**

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**On April 7, 2023 Defendant's internal developer tools were unwittingly left, along with**

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**firmware files, on Plaintiff's computer by Ilias Stentoumis.**

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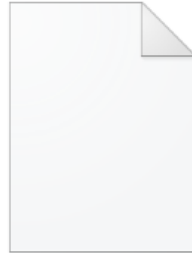
2423



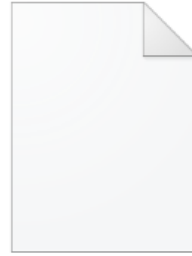
gloves\_firmware.sfh



hub\_bootloader.sbh



hub\_bootloader\_upgrader.sfh



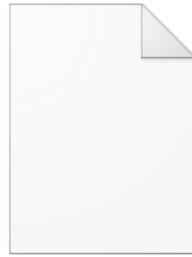
hub\_firmware.sfh



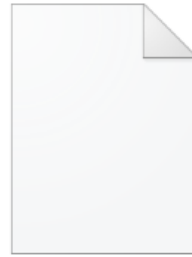
RS9113.NBZ.WC.GEN.OSI.1.7.0.rps



sensor\_firmware.sfs



smartsuit\_pro\_hub\_firmware\_v2.5.4-950-release.sfh



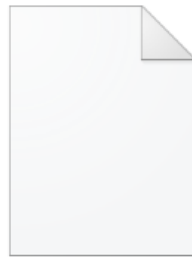
smartsuit\_pro\_hub\_firmware\_v2.6.3-81-release.sfh



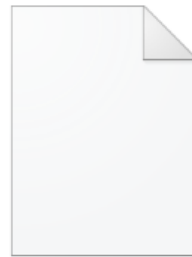
martsuit\_pro\_sensor\_firmware\_v2.0.0-1277-release.sfs



smartsuit\_pro\_sensor\_firmware\_v2.0.1-18-release.sfs



Smartsuitpro\_hub\_bootloader\_v1\_0\_2-release.sbh



Smartsuitpro\_hub\_upgrade\_bootloader\_v0.0.2-custom.sfh

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# EXHIBIT 48

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**Plaintiff purchased “wires” from Defendants who shipped them on April 12, 2023**

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The screenshot shows an Outlook window with the title "A shipment from order RKK#1883-USA is on the way - Message (HT...". The ribbon includes "File", "Message", and "Help". The "Message" ribbon has various actions like Ignore, Delete, Archive, Reply, Reply All, Forward, Meeting, More, All Apps, Move, Send to OneNote, Actions, Mark Unread, Categorize, Follow Up, Find, Related, Select, Editing, Read Aloud, Immersive Reader, Translate, and Zoom.

The email content is as follows:

**A shipment from order RKK#1883-USA is on the way**

**ROKOKO** ORDER RKK#1883-USA

**Your order is on the way**

Your order is on the way. Track your shipment to see the delivery status.

[View your order](#)

or [Visit our store](#)

YOYO SPIN tracking number: [7604427213](#)

**Items in this shipment**

- Cable 180mm (Smartsuit Pro) 21**  
(-\$10.00)
- SSP Sensor Tool 11**  
(-\$5.00)
- Sensor (Smartsuit Pro) 11**

If you have any questions, reply to this email or contact us at [sales@rokoko.com](mailto:sales@rokoko.com)

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# **EXHIBIT 49**

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**Defendant's "wires" did not fix the equipment.**

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The screenshot shows an Outlook window with the title bar "RE: [Rokoko] Re: Sensors blinking green - Message (HT...)". The ribbon includes "File", "Message", and "Help". The "Message" ribbon has various actions like "Ignore", "Delete", "Archive", "Reply", "Reply All", "Forward", "More", "Meeting", "All Apps", "Move", "Send to OneNote", "Actions", "Mark Unread", "Categorize", "Follow Up", "Find", "Related", "Select", "Editing", "Read Aloud", "Immersive Reader", "Translate", and "Zoom".

The email content is as follows:

RE: [Rokoko] Re: Sensors blinking green

matthew@winteryear.com  
To 'Rokoko'

Mon 8/28/2023 4:16 PM

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

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

Follow us on Instagram [@winteryearstudioslosangeles](#)  
Web: [winteryear.com](#)

---

**From:** Ilias Stentoumis (Rokoko) <[support@rokoko.com](mailto:support@rokoko.com)>  
**Sent:** Wednesday, April 12, 2023 11:03 AM  
**To:** Matthew R Walsh <[matthew@winteryear.com](mailto:matthew@winteryear.com)>  
**Subject:** [Rokoko] Re: Sensors blinking green

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

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# **EXHIBIT 50**

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**Intentionally left blank**

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Intentionally left blank

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# EXHIBIT 51

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**The Defendants released a firmware (version 7.2.3.0-94).**

2459

**“Important: This breaks compatibility with older hub + glove [Firmwares]”**

2460

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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\r\n* Change to new glove data packet size. by @rokostrup in
https://github.com/Rokoko/smartsuit-sensor-firmware/pull/150\r\n\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": "c6669b76ca3d0124383ca3cda53ee6",
  "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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# **EXHIBIT 52**

2469

**The Defendants Released The Update**

2470

2471

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```
    "v3.0"  
  },  
  "minimumDeviceServiceVersion": "0.0.1",  
  "releaseNotes": "New fixed size for glove data + glove replies.\r\nimportant: This breaks  
compatibility with older hub + glove FWs.",  
  "releasetype": 1,  
  "updatedAt": "2025-01-09T23:00:00+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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# **EXHIBIT 53**

2479

**Firmware updates are disabled by default in Rokoko's system, firmware downloaded as**

2480

**mandatory, equipment disrupted.**

2481

```
using Rokoko;  
using Rokoko.Smartsuit.Studio;  
using Rokoko.Smartsuit.Usb;  
using Rokoko.Studio;  
using Studio.Scripts.Definitions;  
using Studio.Scripts.Rokoko.UI.Panels.FloatingPanels.FloatingPanelShared;  
using System;  
using System.Runtime.CompilerServices;  
using System.Threading.Tasks;  
using TPro;  
using UnityEngine;  
  
#nullable disable  
public class FirmwareUpdateModal : StudioPanel, IHaveSerializedProperty  
{  
    public const bool DISABLE_FIRMWARE_UPDATES = true;  
    public const string SMARTSUIT_HUB_FIRMWARE_FILENAME = "hub_firmware.sfh";  
    public const string SMARTSUIT_BOOTLOADER_FIRMWARE_FILENAME = "hub_bootloader.sbh";  
    public const string SMARTSUIT_SENSORR_FIRMWARE_FILENAME = "sensor_firmware.sfs";  
    public const string SMARTGLOVES_HUB_FIRMWARE_FILENAME = "gloves_firmware.sfh";  
    [SerializeField]  
    private StringReference _bootLoaderUpgradeFilename;  
    [SerializeField]  
    private StringReference _redPineFilename;  
    [SerializeField]  
    private FloatReference _hubUpgradeSeconds;  
    [SerializeField]  
    private FloatReference _sensorUpgradeSeconds;  
    [SerializeField]  
    private FloatReference _redPineUpgradeSeconds;  
    [SerializeField]  
    private FloatReference _upgradeUpgradeSeconds;  
    [SerializeField]  
    private FloatReference _bootLoaderUpgradeSeconds;  
    public static FirmwareUpdateModal I;  
    public bool PerformingUpgrade;  
    [SerializeField]  
    private IntReference _currentStep;  
    [SerializeField]  
    private IntReference _totalSteps;  
    [SerializeField]  
    private StringReference _processDescription;  
    [SerializeField]  
    private BoolReference _startPage;
```

RootAssemblyDefinition, Version=0.0.0.0, Culture=neutral, PublicKeyToken=null

2482

2483

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# **EXHIBIT 54**

2489

**Forensics show Defendant knew at all times by electronic means the issue was the firmware**

2490

**and sensors, not wires.**

2491

2492

2493

```
1-port 8080
192.17/graphql
ation/json 29b 326ms
rest Response
jq3eodvu
set=utf-8
.com

ce_connected",
uild_number":"0","$app_version":"2.4.0","$os":"Windows","$os_version":"Windows 10 (10.0.19045) 64bit","mp_country_code":"US","$screen_h
s 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":"R8P2A06KVJYU"},"co
type":"body","device_id":"29f322300263247393230343032323031","device_hub_firmware":"2.5.4-r","device_node_assembly":"2FC7232","device_hub_i
,"successfully_initialized":false,"device_sensor_firmware":"2.0.0-r","has_error":true,"error_type":"sensors_in_mixed_boot_states"},"
4zaa-04zc-e705e7d70190 ,

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

False
it: $input))
(not a wiring issue)
```

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# **EXHIBIT 55**

2500

**Plaintiff held a Hollywood game-reveal event in August, 2024**

2501

2502

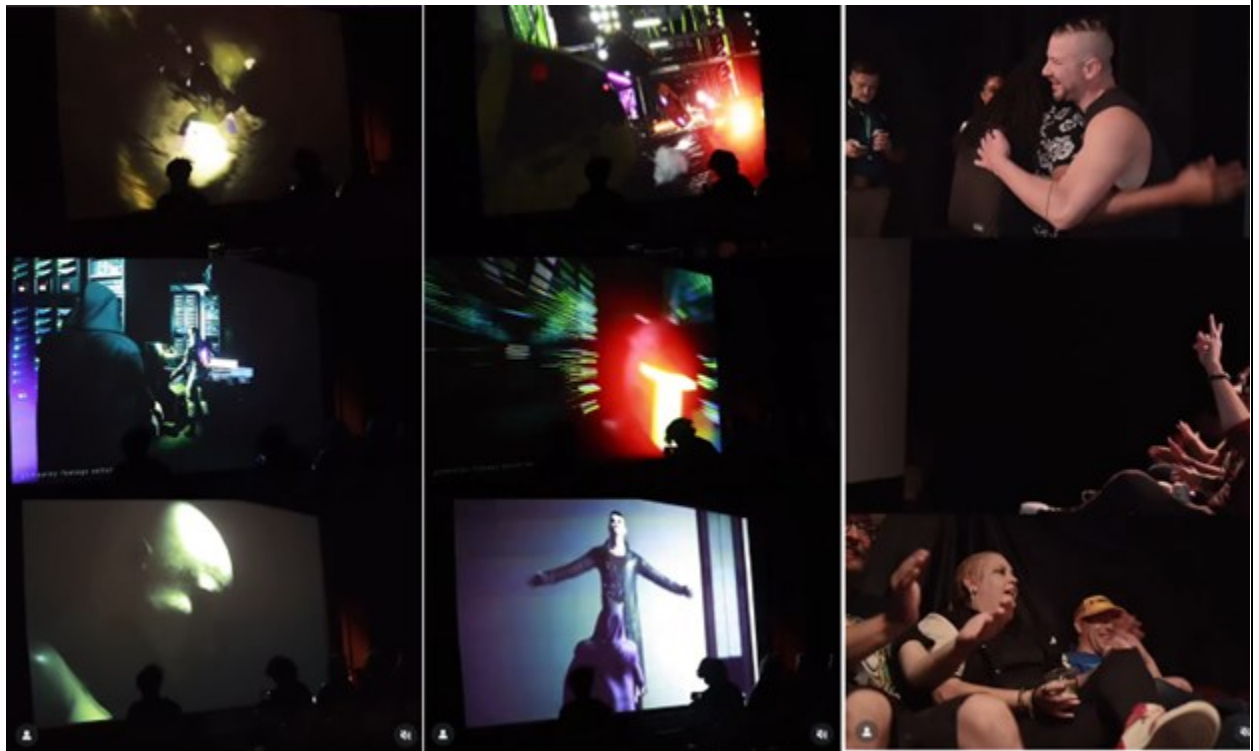
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# **EXHIBIT 56**

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**The Plaintiff's Game received media coverage / promotion thereafter by IGN**

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2523



**IGN**

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IGN brings you daily videos about the latest gaming and entertainment news and up to the...more

ign.com and 5 more links

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Latest Popular Oldest



The Next World - Official Reveal Trailer  
6.6K views · 38 minutes ago



Black Myth: Wukong - How to Complete the Fox Sidequest in Chapter 3  
23K views · 19 hours ago



Winter Burrow - 20 Minutes of Gameplay | gamescom 2024  
16K views · 20 hours ago



Ara: History Untold - 53 Minutes of Gameplay | gamescom 2024  
32K views · 20 hours ago



Atomfall - 14 Minutes of PC Gameplay | gamescom 2024  
40K views · 21 hours ago



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



SEPTEMBER 2024  
BIGGEST GAME RELEASES



THE FIRST 21 MINUTES OF  
WORLD OF WARCRAFT: THE WAR WITHIN



ROGUE WATERS  
OFFICIAL TRAILER

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# **EXHIBIT 57**

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**The Defendant did not effectuate parts, repair or replacement to Plaintiff (September 2024**

2532

**– May 2025)**

2533

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



matthew@winteryear.com  
To 'Rokoko'

Reply Reply All Forward

Wed 11/20/2024 7:16 PM

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

I cannot buy parts either?

**From:** Dan Nikolaison (Rokoko) <support@rokoko.com>  
**Sent:** Wednesday, November 20, 2024 4:57 AM  
**To:** Matthew R Walsh <matthew@winteryear.com>  
**Subject:** [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. Matthew R. Walsh, 28435 Ascent Way, Santa Clarit...

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



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

Hi Matthew,

I'm afraid the original Smartsuit is no longer supported. This means we will not be able to offer a repair service for your suit.

If you were interested in upgrading to the Smartsuit Pro II, I'd be happy to offer a generous discount of \$750 off the total price. Is that something you'd be interested in?

Best regards,

Dan Nikolaison  
Customer Success Manager

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

Follow us on:  
[Instagram](#),  
[Twitter](#)

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2536

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



matthew@winteryear.com  
To 'Rokoko'

Reply Reply All Forward

Tue 4/15/2025 11:59 AM

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

Dan,

Respectfully — your side said it was a cabling issue two years ago. I bought new cables. I replaced them. Nothing changed.

I won't rehash the facts already detailed in my legal complaint — they are well outlined. But none of these problems existed until I upgraded to the new version of Rokoko Studio, which immediately locked both suits into bootloader mode. One eventually recovered after extensive effort. The other has remained unusable since — and at the time, I was told again, "it's a cabling issue," even though the suit had functioned the day before.

Below is a message I sent to your team in March 2023:



**Matthew R Walsh**

Mar 28, 2023, 01:28 GMT+3

Plugged in my other suit so I could try and get some work done.

This one the left arm is dead on it.

Both suits worked yesterday.

Both were upgraded to the latest framework (many times today to try and fix this)

Left arm on this suit shows the final sensor (hand) is blue, all other sensors are black. Unplugging and reconnecting shows they all turn blue then go black, so it is not a connection issue, they're getting power.

This has been a nightmare. I've rented studio space, paid actors, stagehands, and crew — only to arrive on set and find the suit nonfunctional. I've had to cancel shoots, waste full days, thousands of dollars per day, and in many cases, force one actor to play multiple roles — completely derailing production. This didn't happen once. It happened repeatedly.

I don't expect you to care. But I do.

Unfortunately, given our history, I see no realistic path to resolution without a Court involved.

I'm standing firm on April 18th as the final date for voluntary resolution. After that, I will not delay further action.

Connected [Icons] 100%

2537

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Re: Case with Rokoko



Mikkel Lucas Overby <mikkel@rokoko.com>  
To Matthew R. Walsh

Reply Reply All Forward ...

Mon 4/28/2025 9:28 AM

*i* You replied to this message on 4/28/2025 7:38 PM.  
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.

Hi Matthew

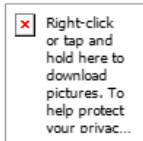
Thanks for your follow up. I really do want to resolve this, but we have never been sued by a user before, so I need to make sure that we handle this correctly.

Therefore, I am responding as fast as I can and on my side. It has been 2 business days now: I received your email Thursday around midnight, used Friday to assess how we best go about this, and now it's Monday and I am getting back to you.

I hoped we could find a solution between us as I think that would have been preferable for both. However, as the case has been filed and is in process, we have been advised to seek legal counsel before moving ahead. I'm currently awaiting feedback from a specialised law firm that will advise and represent us.

As soon as I hear from them, we will let you know how we proceed.

--



**Mikkel Lucas Overby**

COO & CFO  
+45 40 24 26 12

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

Follow us on [Instagram](#), [Twitter](#), [LinkedIn](#), [Facebook](#), [TikTok](#) and [Discord](#).

On 28 Apr 2025, at 15:30, Matthew R. Walsh <matthew@winterpear.com> wrote:

Connected [Icons] - + 100%

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# **EXHIBIT 58**

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**The lead actor from Plaintiff's Game asking if production would resume soon.**

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# **EXHIBIT 59**

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**Nintendo: Release date passed. Switch is now EOL.**

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[NDP] The Expected Lotcheck Submission Date for THE NEXT WORLD (LOGIC NINE, LLC) has p...



noreply@noa.nintendo.com  
To

Reply Reply All Forward ...

Sun 1/18/2026 1:02 PM

## Nintendo Developer Portal

2026-01-18 21:01:35

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

Connected [Icons] - + 100%

2558

2559

2560 Nintendo Switch is no longer available as it has been replaced with a new system.  
2561 That means effectively, Plaintiff can no longer develop Nintendo games and his  
2562 game must be wholly retooled *and again must be approved.*  
2563



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# **EXHIBIT 60**

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**Sony: Developer account suspended**

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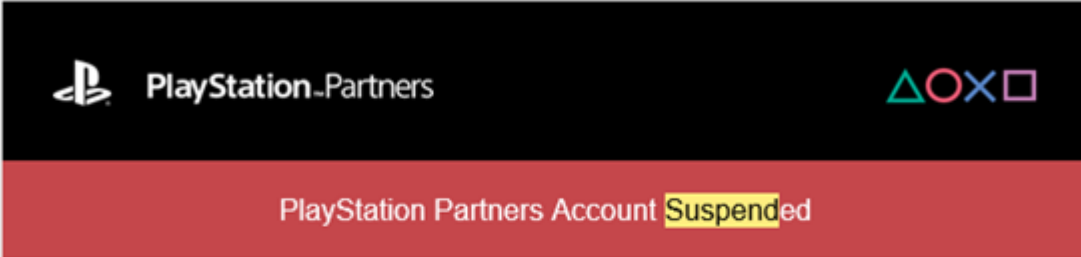
## PlayStation Partners Suspension



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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# EXHIBIT 61

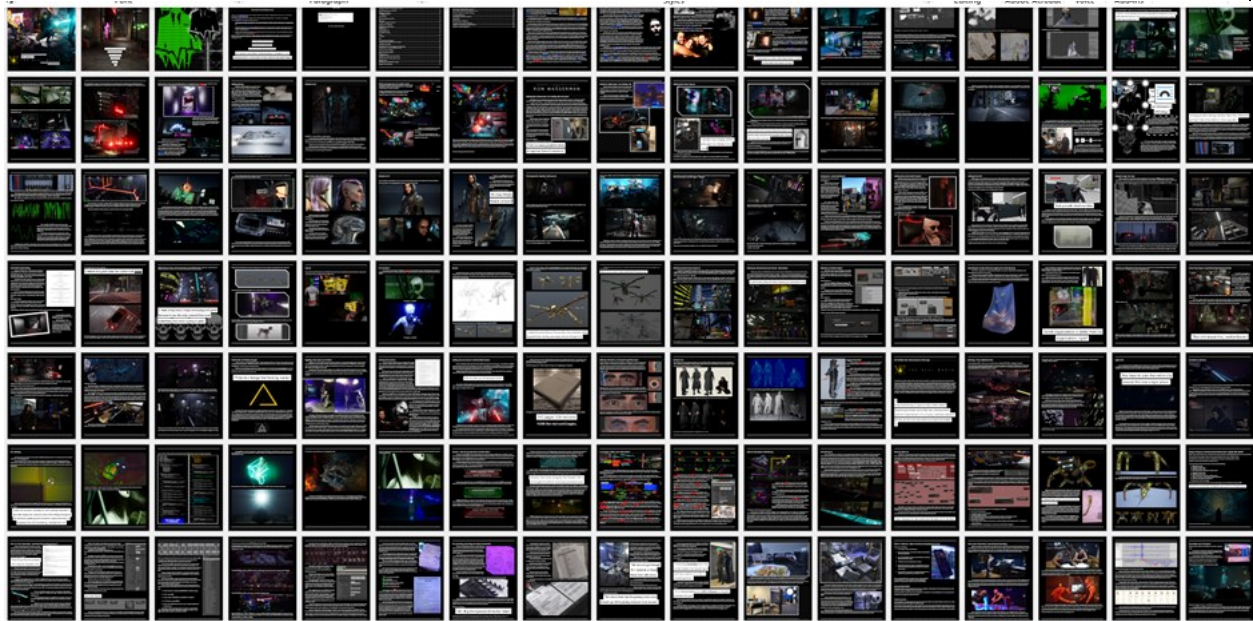
2578

2579

**Plaintiff had two Game-related books completed for release with pending orders**

2580

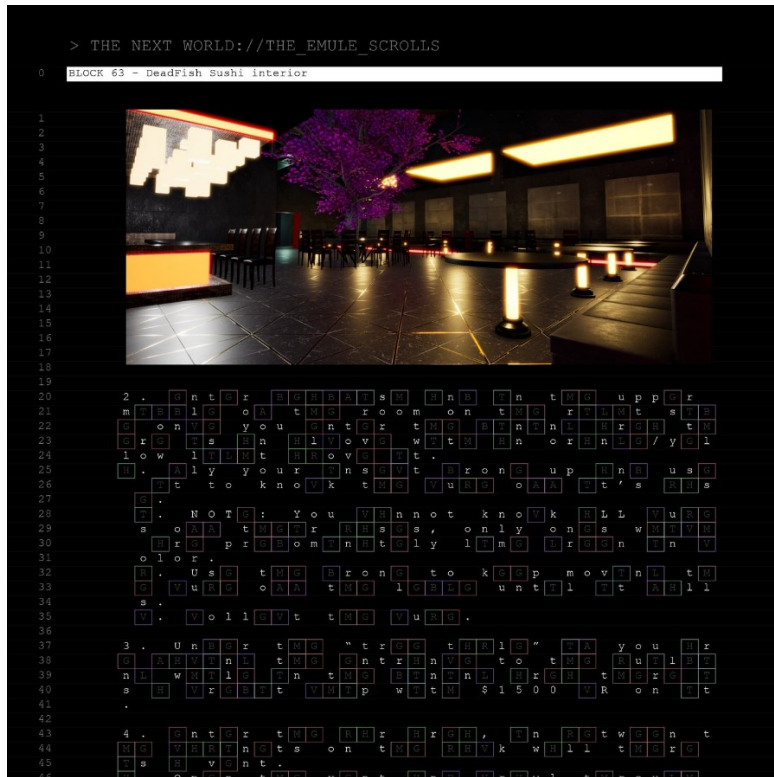
2581 The Making Of: The Next World book (127 pages total, hard bound)



2582

2583

2584 The Next World ARG game titled 'The Emule Scrolls' (physical game as book):



2585

winteryeargames

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 · 73w

View insights Post

Liked by phillipd1978 and 7 others  
November 10, 2024

Add a comment... Post

2586

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# **EXHIBIT 62**

2596

**Plaintiff had clothing merchandise produced**

2597

2598



"Dresden" shirt (main character)

UV reactive fact

Glow in the dark cybernetic eyes

2599

2600

2601



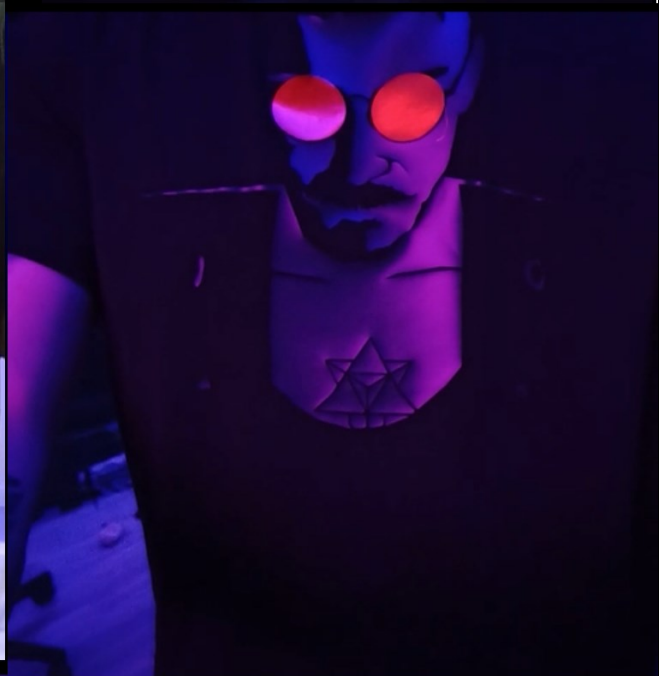
"Eden" shirt

Female lead character

Rainbow unicorn holographic foil  
cybernetics and jewelry

2602

2603



"Lex" shirt

(antagonist)

Raised textured body

Mirror red chrome glasses

2604

2605

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2607

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2609

# **EXHIBIT 63**

2610

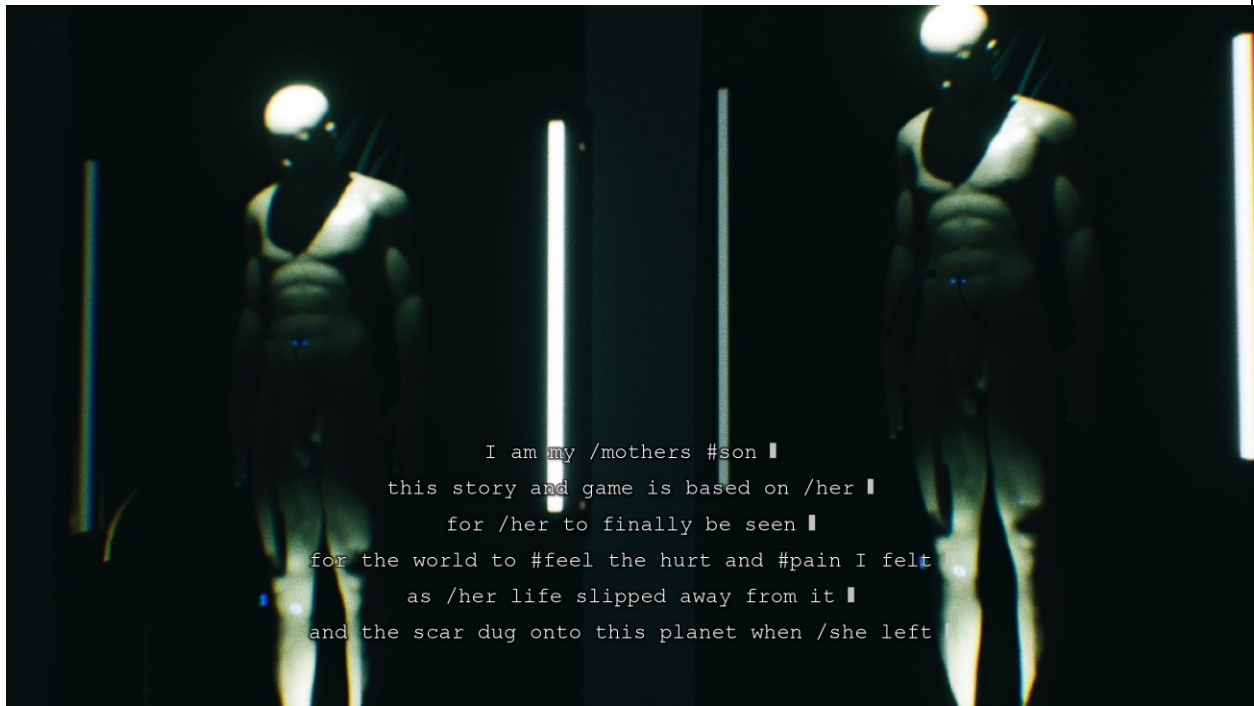
**The Next World TV series pitch deck**

2611

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// \_SYNOPSIS\_STORYLINE |

## LOS ANGELES, 2108

Dresden sacrifices everything to save his dying mother — only to be used as a pawn, betrayed and hunted by the megacorp that promised her life.

Broken and marked a criminal, he turns to a crew of misfit disruptors he was sent to destroy. Together, they hack PXL's global NeuroLink network and uncover The Nothing — a hidden world linking every human mind into a singularity of unimaginable power.

But Dresden isn't alone.  
A force trapped within The Nothing binds itself to him, seeking revenge against their common enemy.

Arisen with god-like power, Dresden is left with a brutal truth:  
His memories: all lies.  
His mother: dead for seventy years.  
His existence: a disposable weapon, mass-produced by the same corporation that now hunts him down.

With nothing human left, Dresden faces a final choice:

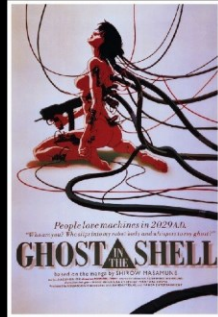
**Burn the world down and die with it — or fight for the ones who gave him a reason to live.**

2616

# UNIQUE, BUT FAMILIAR



CYBERPUNK  
ATMOSPHERE



ETHEREAL  
CYBERNETIC CO-EXISTENCE



RELENTLESS GRIT,  
UNSTOPPABLE FORCE



HACKING, ESPIONAGE  
TEAMWORK

2617

## Demographics & Market Analysis

Age Range:  
18 - 45

Gender:  
65% Male  
35% Female  
(strong female leads skew viewers towards female)

Core Range:  
22-40  
(peak engagement)

Pros:  
Video game adaptation  
Local shooting only  
Small cast size  
Light in CGI + props  
Low cost to produce!

2618

// A NOTE FROM THE CREATOR

The Next World is a complicated, deeply intertwined story in which every arc crosses each other. Every character has a rich story which plays out beautifully both on and off camera.

I have spent 10 years developing the story and the video game and believe it is truly unique in content, style and execution. After all these years, none of my passion is lost on it. I still find myself learning new things about the story and the characters and seeing their world from each of their different perspectives.

To the viewer, The Next World feels as alive as our world does.

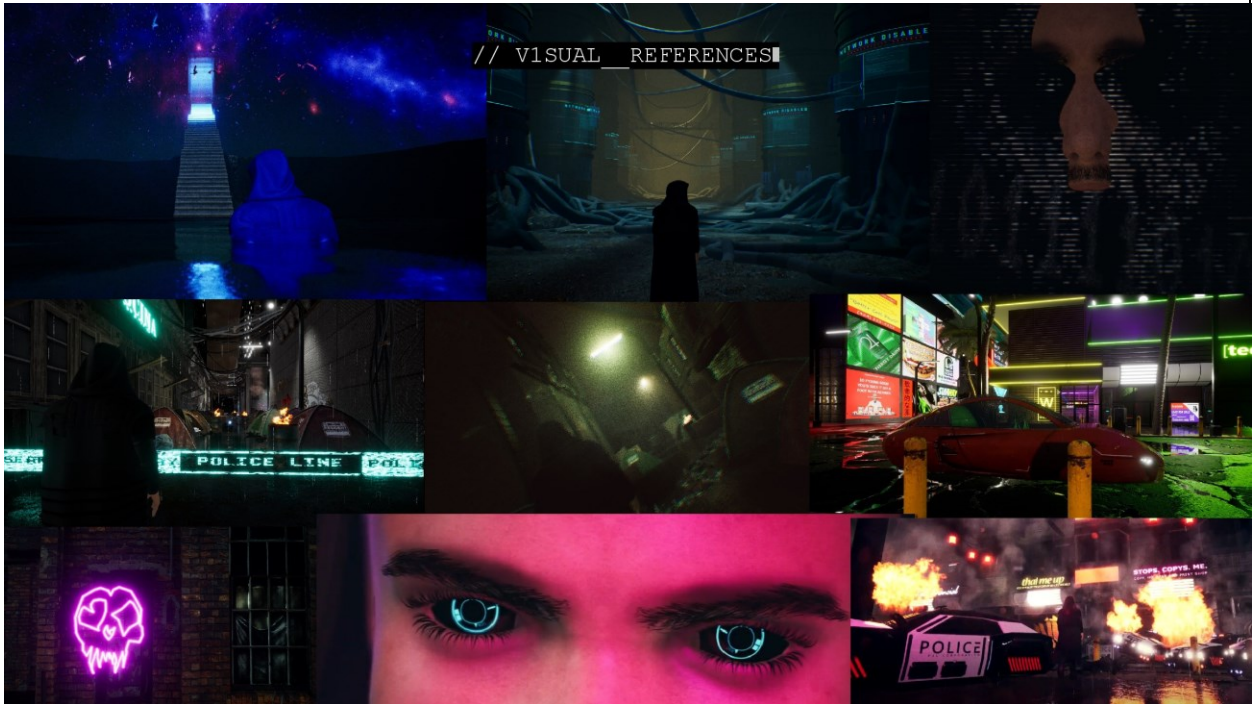
Often painful, sometimes disturbing, always relatable. █

*Markus R. Wahl*

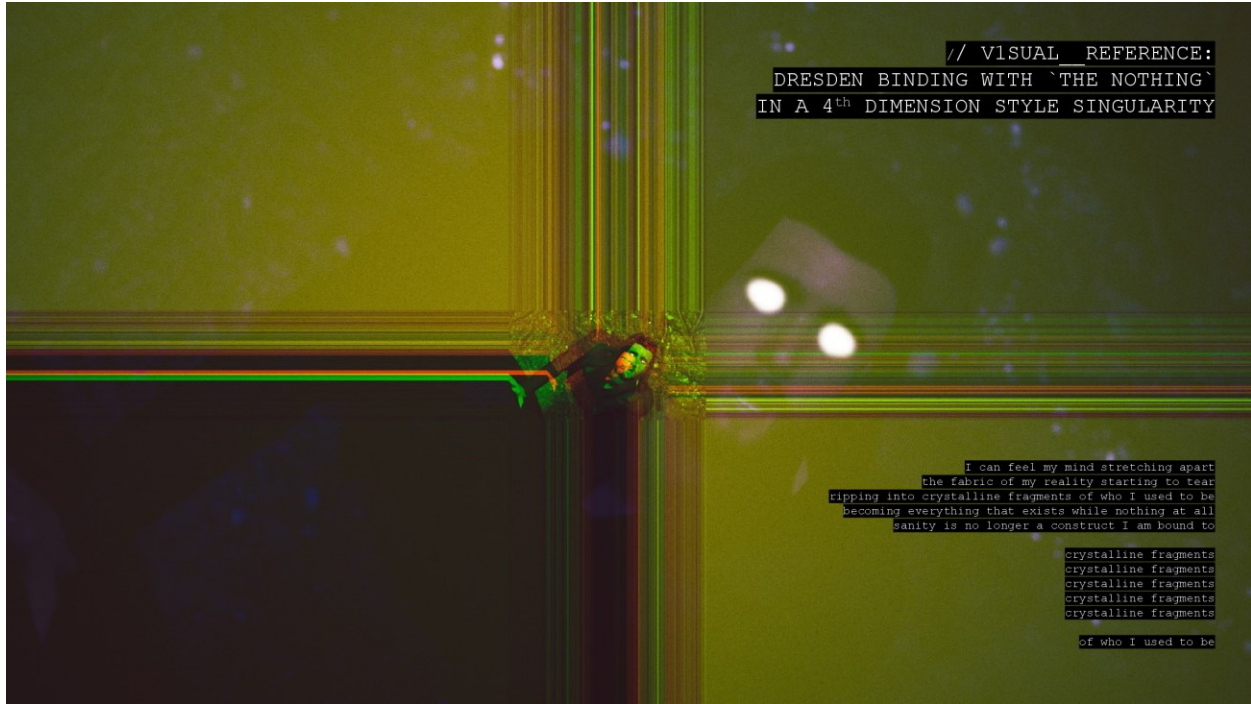


2619

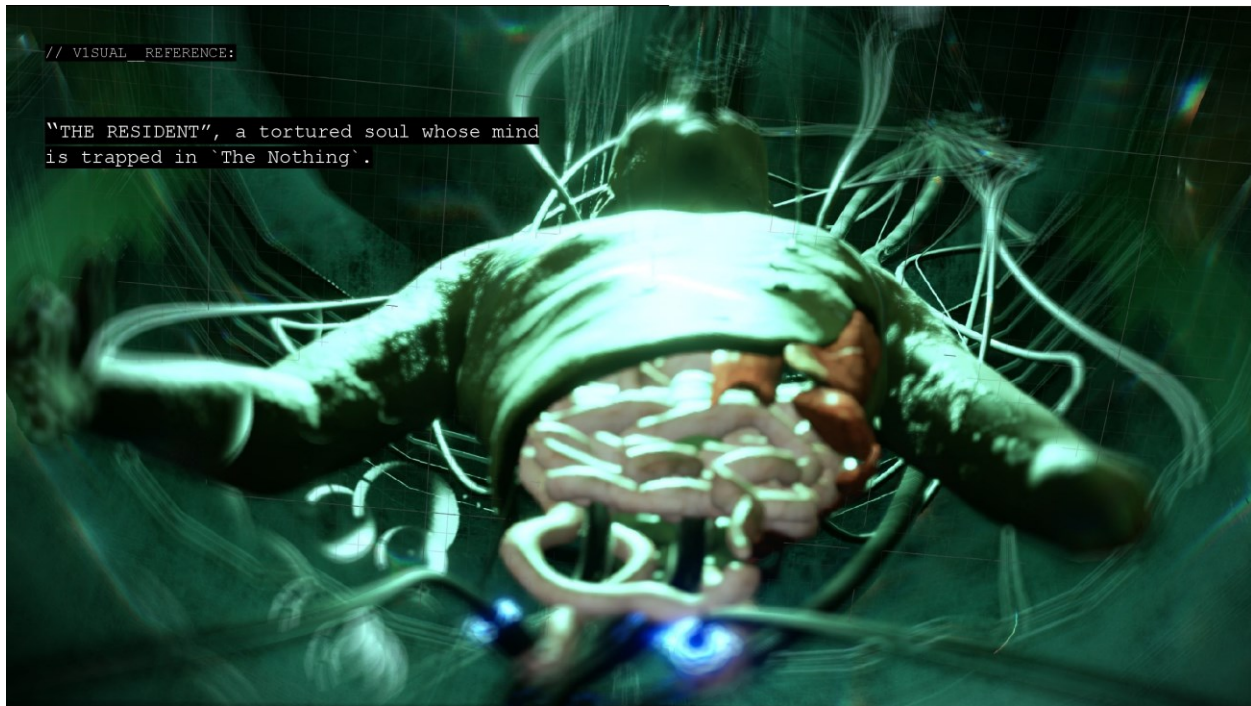
// VISUAL REFERENCES



2620



2621



2622



2623



2624

Additional and original supporting music by

3TEETH, ALIEN VAMPIRES, FEAR FACTORY,

8MM W/ SEAN BEAVAN (NINE INCH NAILS / FILTER / MARILYN MANSON),

DINO CAZARES (FF/AESESINO/DIVINE HERESY), GRENDEL,

MASS HYPNOSIS AIMEE SATURNE, SIVERNOT, UNDER THIS, DRALLION

AND MORE

2625

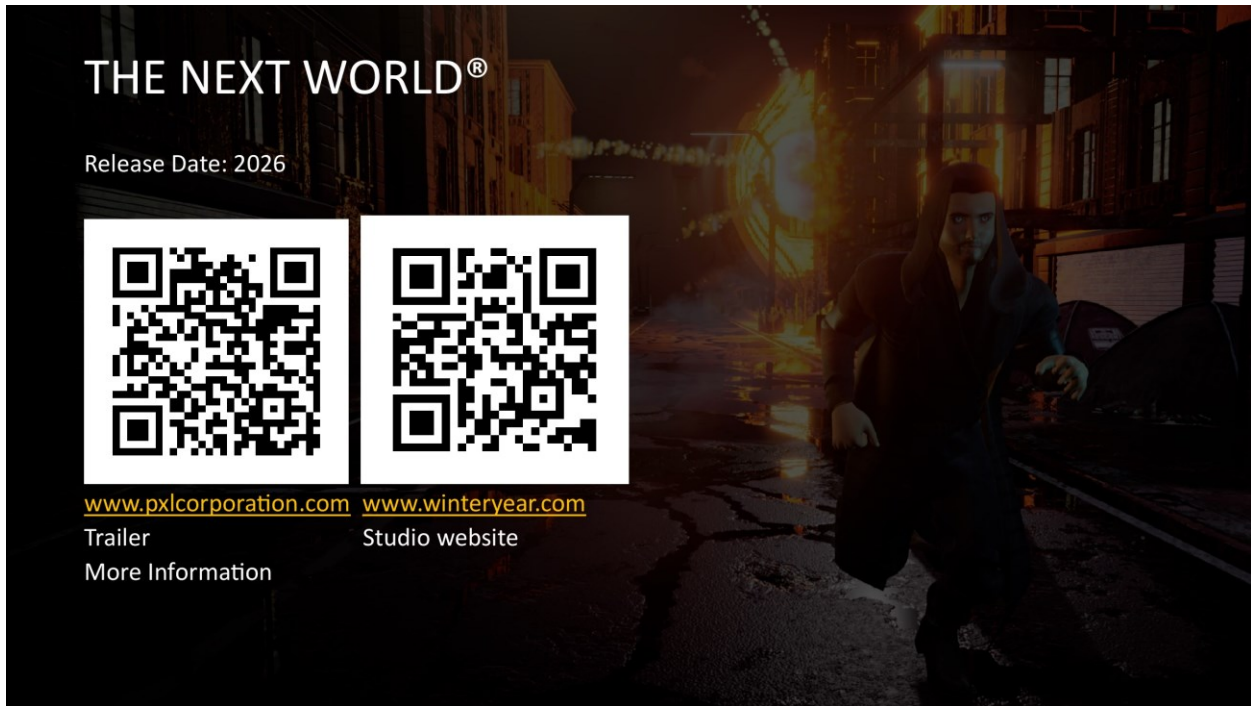
WINTER YEAR  
STUDIOS LOS ANGELES

Winteryear studios is a indie game studio owned entirely by Matthew R. Walsh. We have contracts with Sony® and Nintendo® and Valve® and have no investors or outside interests with any ownership over our intellectual property.

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# **EXHIBIT 64**

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**Intentionally Left Blank**

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2639 Intentionally left blank

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2641

2642

# **EXHIBIT 65**

2643

**Rokoko Notification February 2025 Terms & Conditions Change**

Updates to Our Terms of Use

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

Thu 2/20/2025 7:00 AM

○ 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*

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# **EXHIBIT 66**

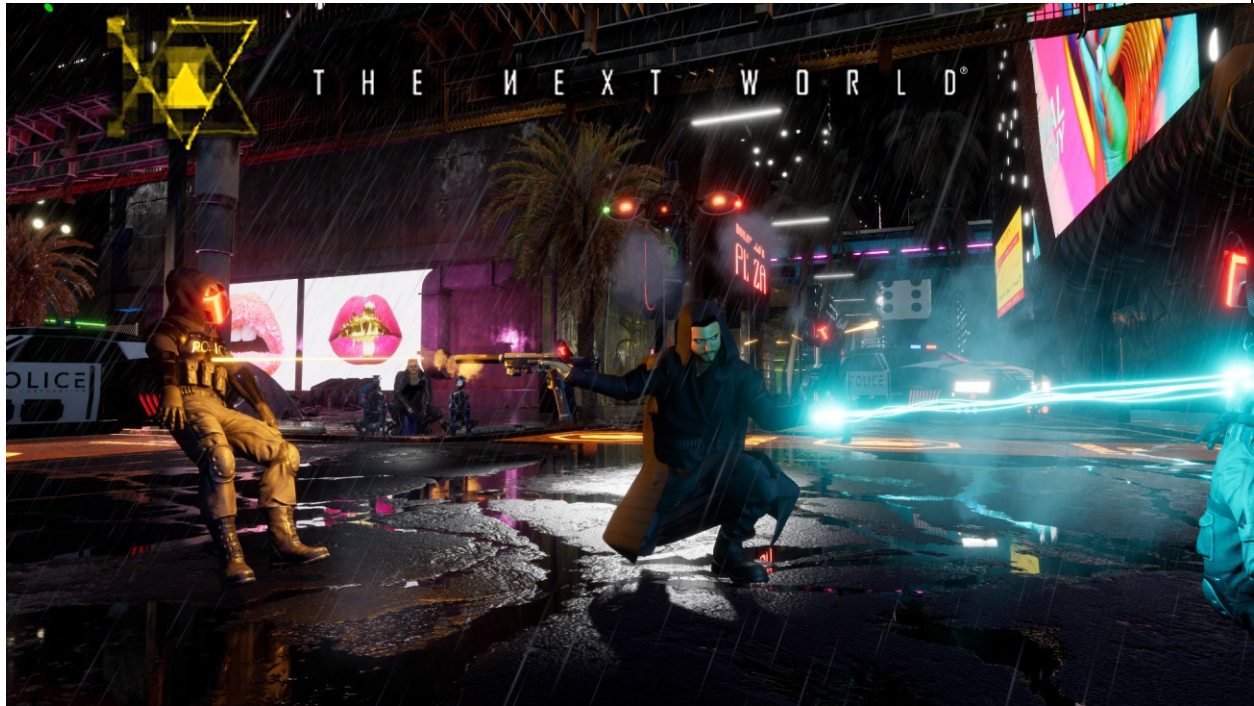
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**The Next World Box Art & Screen Shots**

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2654 “Hero” Box Art (Nintendo):



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2657 Actual In-game screenshots:



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# **EXHIBIT 67**

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## **Rokoko's 2025 Terms & Conditions**

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2680 ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE

2681 Effective Date: 22 March 2025

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2683 1. PARTIES AND BACKGROUND

2684

2685 1.1 Rokoko Electronics ApS is a company existing and organized under the laws  
2686 of Denmark (in these Terms of Use Rokoko Electronics ApS shall be referred to as  
2687 the Company, we, us, or any similar expression). You may contact us through e-  
2688 mail at support@rokoko.com. We have developed and operate the Rokoko Studio  
2689 platform located at <https://www.rokoko.com/studio> (Site) and the Rokoko Vision  
2690 platform located at <https://www.rokoko.com/products/vision> (Site), which allows  
2691 users to create, store, and share 3D assets (collectively, with all other services  
2692 accessible through the Site, referred to as the Services).

2693

2694 1.2 You are the “Customer” under these Standard Terms of Use (the “Terms”) if  
2695 you are (a) an individual subscribing to Services; or (b) an organization  
2696 subscribing to Services to be used by one or more of your employees. If you are an  
2697 organization ordering Services, the individual who agrees to this Agreement on  
2698 your behalf must have the authority to bind the organization and its End Users to  
2699 this Agreement.

2700

2701 1.3 You are the “End User” under the Terms if you have a Rokoko ID and have  
2702 been using the Services in your capacity as an end user, including as an individual  
2703 Customer or as an individual authorized to use the Services by an organization who  
2704 is a Customer.

2705

2706 1.4 If we do not specify whether certain language refers to an End User or  
2707 Customer, then our use of “you” refers to both End Users and Customers.

2708  
2709 1.5 By registering an Account (as defined below) with us; by installing, copying,  
2710 accessing, downloading or otherwise using Software (as defined below), or by  
2711 using the Services, you agree to be bound by the Terms, which we may update  
2712 from time to time. Your continued use of the Services (or any User Content  
2713 downloaded from the Services) constitutes your consent to such changes following  
2714 to such updates. Please read this agreement carefully and check the Terms  
2715 periodically for changes. If you do not agree to the Terms and any later changes  
2716 thereto, you may not use the Services.

2717  
2718 1.6 The Terms apply to your use of the Site and/or the Services and shall govern  
2719 the contractual relationship between you and us.

2720  
2721 1.7 The Terms apply to any updates or supplements to the Site, Software and/or  
2722 the Services, unless they come with separate terms, in which case those terms  
2723 apply. If any open-source software is included in the Site, Software or in the  
2724 Services, the terms of an open-source license may override some of the provisions  
2725 of the Terms. Certain features of the Services or Site may be subject to additional  
2726 guidelines, terms, or rules, which will be posted at the Site in connection with such  
2727 features. All such additional terms, guidelines, and rules are incorporated by  
2728 reference into the Terms and shall be deemed included in the contractual  
2729 relationship.

2730

2731 1.8 Personal data is subject to our Privacy Policy published at the Site (currently at  
2732 <https://www.rokoko.com/privacy-policy>

2733  
2734 1.9 The terms of which are incorporated herein by reference and shall be deemed  
2735 included in the contractual relationship. Please review our Privacy Policy to  
2736 understand our practices.

2737  
2738 **2. REGISTRATION AND SUBSCRIPTIONS**

2739  
2740 2.1 Before the first use of the Services, you will be required to register and create  
2741 an account (“Account”) by providing the required information as prompted at the  
2742 Site. You must choose an e-mail address at which we can contact you.

2743  
2744 2.2 Each End User is assigned unique login credentials that grant the User access  
2745 to the Services subscribed for. You are expressly forbidden from allowing another  
2746 individual to access the Services using the same login credentials. Each End User  
2747 account must correspond solely to one individual person. You are responsible for  
2748 keeping your login credentials including your password confidential. This means,  
2749 that you should not share it with anyone else, should not permit or enable third  
2750 parties to gain access to it, and that you shall take all steps necessary to guarantee  
2751 its confidentiality and security. If your password is lost, misused, or otherwise  
2752 compromised, or if you suspect that it has been lost, misused, or otherwise  
2753 compromised, you must notify us of this immediately via our email to  
2754 support@rokoko.com.

2755

2756 2.3 We offer several subscription plans, each with differing conditions, use  
2757 limitations, and interfaces. Detailed description of the subscription plans, including  
2758 pricing and features, are available at <https://www.rokoko.com/studio/pricing>. You  
2759 can find specific details regarding your subscription within your Account. We  
2760 reserve the right to modify, terminate or otherwise amend our subscription plans at  
2761 any time, in our sole and absolute discretion, including to change the price of a  
2762 subscription plan.

2763  
2764 2.4 The subscription fees of the individual plans are subject to a monthly/yearly  
2765 subscription fee determined by the number of individual End Users (identified by  
2766 e-mail accounts) registered by the Customer for the specific Account.

2767  
2768 2.5 You must pay the subscription fee for the Services in accordance with the  
2769 subscription plan and/or the payment procedure provided on the Site or in the  
2770 Services, including any add-on fees. If we cannot charge your payment method for  
2771 any reason (such as expiration or insufficient funds), and you have not cancelled  
2772 your subscription, you will remain responsible for any uncollected amounts, and  
2773 we reserve the right to collect such amounts.

2774  
2775 2.6 All subscription fees and any other payment under the Terms are invoiced by  
2776 us unless we notify you otherwise in writing. Unless otherwise provided, all prices  
2777 are in USD and are exclusive of value added tax (VAT) and other government  
2778 taxes, banking fees, and regulatory fees that have been or are later imposed.

2779  
2780 3. USER CONTENT

2781

2782 3.1 You are solely responsible for all information and content that you  
2783 create/generate using, submit to use, or use with or store within the Site and/or  
2784 Services (including animations, 3D models, images, audio, and related content, as  
2785 well as user comments) (“User Content”). We accept no responsibility for any User  
2786 Content created or uploaded by you or other End Users, and you create and use  
2787 such User Content at your own risk. We accept no responsibility for any User  
2788 Content and give no warranty that the User Content is accurate, complete, useful  
2789 for any purpose (direct or implied) that may be published at the Site. Except as  
2790 otherwise set forth in the Terms, we do not claim ownership over any User  
2791 Content.

2792  
2793 3.2 You are solely responsible for ensuring that any User Content you submit to  
2794 the Services complies with any applicable laws and third-party rights, including to  
2795 any intellectual property, privacy, and publicity rights and laws, and that all  
2796 required notices have been provided to, and required consents and releases have  
2797 been obtained from, individuals who are the subject of, or owners of, any User  
2798 Content. We reserve the right (but have no obligation) to review any User Content  
2799 and its compliance with the Terms. We have the right to take in our discretion any  
2800 measures to protect us against any such violation, including to stop providing you  
2801 with the Services, deny you access to the Site, Services and/or to your Account,  
2802 and/or terminate your Account or subscription.

2803  
2804 3.3 You agree to bear all risks associated with your User Content and your  
2805 licensing thereof. You are solely responsible for safeguarding your User Content,  
2806 and we have no duty to store copies of User Content for availability to you or any

2807 user after such User Content has been deleted or an Account has been closed  
2808 except as otherwise provided under the Terms.

2809  
2810 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding  
2811 your use of the Services, including evaluating how you use the Services, which  
2812 shall be referred to as “Usage Data”, (iii) technical data, and (iv) related  
2813 information that is gathered periodically, (a) to provide the Services, (b) to  
2814 improve the Services, including developing new features/Services or improving  
2815 existing features, technologies or products, to facilitate the provision of updates,  
2816 for product support purposes, (c) to improve any other services or products  
2817 provided by the Company and (d) to sub-license this to third parties in an  
2818 anonymized form never to be redistributed in its original form strictly for the  
2819 purpose of developing and improving their services or products

2820  
2821 4. USAGE LICENSE AND POLICY TO SERVICES

2822  
2823 4.1 Subject to the Terms and for as long as you have a valid Account with us, we  
2824 grant you a limited, revocable, non-exclusive, non-sublicensable, and non-  
2825 transferable license to use the Services as they are provided to you by us, only as  
2826 set forth in the Terms. Under the license you may use the Site and/or the Services  
2827 in accordance with the terms stipulated hereunder within any territory from which  
2828 you have access to the Site and/or the Services.

2829  
2830 4.2 All software and software-as-a-service (SaaS) used in connection with the  
2831 Services ("Software") is proprietary to us or to third parties, and any use,  
2832 redistribution, sale, de-compilation, reverse engineering, disassembly, translation,

2833 or reduction of the Software is prohibited. The Software is licensed, not sold. You  
2834 agree that we may update the Software without notice, at any time and in our sole  
2835 discretion, and that the Terms will apply to any updated versions.

2836

2837 4.3 End User is granted a license to install and use the Software on an unlimited  
2838 number of computers of End User.

2839

2840 4.4 You agree not to access (or attempt to access) the Services by any means  
2841 other than through the interface that is provided by us, unless you have been  
2842 specifically allowed to do so in a separate agreement with us. You specifically  
2843 agree not to access (or attempt to access) any part of our Services through any  
2844 automated means (including use of scripts, crawlers, or similar technologies from  
2845 time to time).

2846

2847 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or  
2848 violate a third party's patent, copyright, trademark, trade secret, moral rights, or  
2849 any other intellectual property rights, or rights of publicity or privacy; (ii) violate,  
2850 or encourage any conduct that would violate, any applicable law or regulation or  
2851 would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or  
2852 deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v)  
2853 promote discrimination, bigotry, racism, hatred, harassment, or harm against any  
2854 individual or group; (vi) promote violence or actions that are threatening to any  
2855 other person; or (vii) promote illegal or harmful activities or substances.

2856

2857 4.6 You agree that you will not use the Services/Software to (i) decompile,  
2858 disassemble, reverse engineer, copy, or transfer the Services/Software (or

2859 otherwise extract knowledge from or create derivative works of the  
2860 Services/Software), (ii) transmit or otherwise make available any unsolicited or  
2861 unauthorized advertising, promotional materials, or any other form of solicitation;  
2862 (iii) use the Site/Services in a manner that (a) is likely to interrupt, suspend, slow  
2863 down or hinder the continuity of the Site/Services, (b) constitutes an intrusion or  
2864 attempt to break into the Site/Services, (c) will divert of the Site/Services' system  
2865 resources, (d) may place a disproportionate load on the infrastructure of the  
2866 Site/Services/Software, or (e) constitutes an attack on security and authentication  
2867 measures of the Site/Services/Software; or (iv) attack the operational capacity of  
2868 the Site or Services by any means, such as: sending mass e-mails (spam); carrying  
2869 out hacking attempts or brute-force attacks; using or sending spy software,  
2870 facilitate any viruses, trojan horses, worms or other computer programming  
2871 routines that may damage, detrimentally interfere with, surreptitiously intercept or  
2872 expropriate any system, data or information.

2873  
2874 4.7 You must use all reasonable efforts to prevent any unauthorized access to, or  
2875 use of, the Site and/or Services and, in the event of any such unauthorized access  
2876 or use, promptly notify us.

2877  
2878 4.8 You agree to inform us promptly about any legal complaint, claim or action  
2879 related to the User Content you have uploaded using the Services.

## 2880 2881 5. ROKOKO ASSETS

2882  
2883 5.1 The license to use the Services includes a license to access and use the assets  
2884 provided/made available by us as part of the Services (“Rokoko Assets”). Rokoko

2885 Assets can be both sample data/assets produced and owned by us as well as Motion  
2886 Library Assets owned by third parties. The license to each Rokoko Asset is limited  
2887 to the period in which you have an Account. Unless otherwise stated, the definition  
2888 of "Services" in the Terms also covers/includes Rokoko Assets.

2889  
2890 5.2 The Services permit you to collaborate with other End Users, including  
2891 sharing Rokoko Assets (and User Content) between Rokoko Teams (as such  
2892 Rokoko Teams are used and defined in/by use of the Services). You represent and  
2893 warrant to always respect the rights in and license terms of any Rokoko Assets  
2894 (and/or User Content) purchased, shared by/with you, or otherwise used with/in the  
2895 Services.

2896  
2897 5.3 You may download and make copies of the Rokoko Assets for legitimate  
2898 purposes, including back-up purposes, subject to the Terms. In addition, we  
2899 acknowledge that copies of the Rokoko Assets may be made when the Rokoko  
2900 Assets have been integrated as part of digital media productions. Unless expressly  
2901 provided for in the license terms of the specific Rokoko Asset, you may not  
2902 reproduce, distribute, sublicense, rent, lease or lend any Rokoko Asset other than  
2903 as follows from the above.

2904  
2905 5.4 You may not use any assets obtained or provided under this agreement for the  
2906 purpose of developing, training, or enhancing machine learning and/or AI models  
2907 or algorithms, whether for commercial or non-commercial purposes, without the  
2908 explicit written consent of the Company.

2909  
2910 6. INTELLECTUAL PROPERTY RIGHTS

2911

2912 6.1 The Terms do not grant you any rights in connection with any trademarks or  
2913 service marks of us or our suppliers.

2914

2915 6.2 All title and intellectual property rights in and to the Services (including  
2916 Software, images, photographs, animations, graphics, 3D graphics, video, audio,  
2917 music, text, and tutorials incorporated into the Services), the accompanying printed  
2918 materials, and any copies of the Services, are owned by us. All rights not expressly  
2919 granted are reserved by us.

2920

2921 6.3 You retain all rights to your User Content and are responsible for protecting  
2922 those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-  
2923 free, sublicensable right to access, use, copy, and modify any intellectual property  
2924 rights that arise in connection with the User Content, Usage Data and any other  
2925 Data related to you (if any), strictly for the purposes of providing the Services and  
2926 to exercise such other rights, which are explicitly set out in these Terms. All User  
2927 Content is to be fully anonymized and never distributed in its original form from  
2928 any subcontractor or third-party licensor.

2929

2930 6.4 Where the Customer is an organisation and where the End User is not the  
2931 same as the Customer, the Customer warrants that all necessary intellectual  
2932 property rights have been obtained from the End User.

2933

2934 7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA

2935

2936 7.1 In connection with the use of the Site and/or Services, we may process data  
2937 that qualify as personal data under the EU General Data Protection Regulation  
2938 (Regulation (EU) 2016/679, "GDPR"). Our processing of personal data is further  
2939 detailed in our privacy policy, which is available on our website and updated  
2940 regularly to provide sufficient information about our processing activities.[Ad1]  
2941 [Ad2]

2942

## 2943 8. TERM AND TERMINATION

2944

2945 8.1 Your license, subscription plan, and payment obligation will renew  
2946 automatically until you cancel them. Subscription prices may change and will  
2947 renew at the then-applicable subscription cost. To avoid billing for a renewed  
2948 subscription period, you must cancel or downgrade your subscription before the  
2949 lapse of the existing subscription period. Any downgrade shall take effect at the  
2950 beginning of the next subscription period. Please be aware, that after downgrading  
2951 you will lose the right to use certain Services available only under the relevant  
2952 subscription plan and that may affect your ability to use your projects.

2953

2954 8.2 If you fail to comply with the terms and conditions of the Terms or in any  
2955 way abuse or misuse the Software or Services, we may terminate the license,  
2956 including all license rights granted herein, with immediate effect. If you breach the  
2957 Terms or applicable law, we may also terminate your Account or your access to the  
2958 Site and/or the Services immediately at any time.

2959

2960 8.3 In the event of a breach of the Terms, we have the right to sue for  
2961 infringement and/or breach of contract, for which we will seek all damages and

2962 remedies available including attorney's fees and all associated costs plus all  
2963 estimated current and future earnings incurred by you due to the abuse or misuse.  
2964 8.4 Upon termination of the license, we have the right, but not the obligation, to  
2965 permanently delete your Account. Such deletion will also delete your User  
2966 Content. We have no obligation to maintain your User Content, and we have no  
2967 liability for any terminated use of the Site or Services, including for termination of  
2968 your Account or deletion of your User Content.

2969  
2970 **9. PUBLICITY**

2971  
2972 9.1 Each Party hereby gives its consent to publication of the other Party's name  
2973 for marketing purposes.

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2975 **10. DISCLAIMER OF WARRANTIES**

2976  
2977 10.1 You understand and accept that your use of the services is at your sole risk  
2978 and that the services and software are, to the maximum extent permitted by  
2979 applicable law, provided "as is" without warranty of any kind. In particular, we,  
2980 our subsidiaries, holding companies and affiliates, and their licensors, do not  
2981 represent or warrant to you that: (a) your use of the services will meet your  
2982 requirements, (b) your use of the services will be uninterrupted, timely, secure or  
2983 free from error, (c) any information obtained by you as a result of your use of the  
2984 services will be accurate or reliable, and (d) that defects in the operation or  
2985 functionality of any software provided to you as part of the services will be  
2986 corrected.

2987

2988 10.2 Your use of the services is at your own discretion and risk and you are solely  
2989 responsible for any damage to your computer system, or other device, or loss of  
2990 data that results from such use.

2991  
2992 10.3 To the maximum extent permitted by applicable law, you further expressly  
2993 disclaim all warranties, terms, and conditions of any kind, whether express or  
2994 implied, including, but not limited to any implied warranties, terms, and conditions  
2995 of merchantability, satisfactory quality, fitness for a particular purpose, and non-  
2996 infringement, with respect to the services.

2997  
2998 11. LIMITATION OF LIABILITY

2999  
3000 11.1 The liability of us and our subsidiaries, holding companies, representatives,  
3001 and other affiliates towards you from all causes of action and under all theories of  
3002 liability under these terms will be limited to the amounts paid to us by you in the  
3003 past six months for the services relating to the dispute. In no event shall we or our  
3004 subsidiaries, holding companies, representatives, and other affiliates be liable to  
3005 you for any special, incidental, exemplary, punitive, or consequential damages  
3006 (including loss of data, business, profits, or ability to execute) or for the cost of  
3007 procuring substitute products arising out of or in connection with these terms or  
3008 your use of the services, whether such liability arises from any claim based upon  
3009 contract, warranty, tort (including negligence), strict liability, or otherwise, and  
3010 whether or not we have been advised of the possibility of such loss or damage. The  
3011 foregoing limitations will survive and apply even if any limited remedy specified  
3012 in the terms is found to have failed of its essential purpose.

3013 11.2 You expressly understand and agree that we, our subsidiaries, holding  
3014 companies, representatives, and affiliates, and their licensors shall not be liable to  
3015 you for any loss or damage which may be incurred by you, including loss or  
3016 damage as a result of: (i) any reliance placed by you on the completeness,  
3017 accuracy, or existence of any advertising, or as a result of any relationship or  
3018 transaction between you and us or any developer, advertiser, or sponsor whose  
3019 advertising appears in the services; or for any permanent or temporary cessation in  
3020 the provision of the services; (iii) the deletion of, corruption of, or failure to store,  
3021 any content and other communications data maintained or transmitted by or  
3022 through your use of the services; (iv) your failure to provide us with accurate  
3023 account information.

3024  
3025 12. AMENDMENTS

3026  
3027 12.1 We reserve the right to amend the terms and conditions of the Terms at any  
3028 time with 1 (one) month prior notice. The most recent version of the Terms may be  
3029 found at <https://www.rokoko.com/terms>.

3030  
3031 12.2 Reasons for amendments may include, but are not limited to new legislation,  
3032 regulatory requirements, introduction of new features or products or changes in our  
3033 business model.

3034  
3035 13. EXPORT RESTRICTIONS

3036  
3037 13.1 Rokoko Assets available as part of the Services may be subject to laws,  
3038 administrative regulations, and executive orders of those authorities responsible

3039 according to any applicable laws relating to the control of imports and exports of  
3040 the Rokoko Assets (“Export Laws”). You agree to comply with all applicable  
3041 Export Laws and you shall not export or re-export directly or indirectly (including  
3042 via remote access) any part of the Rokoko Assets to anyone in any country to  
3043 which a license is required under the Export Laws without first obtaining a license.  
3044

3045 14. VENUE AND APPLICABLE LAW  
3046

3047 14.1 The Terms and our relationship under the Terms shall be governed by the  
3048 laws of Denmark without regard to its conflict of laws provisions. Any dispute  
3049 arising out of or in connection with the Terms, including any disputes regarding  
3050 the existence, validity or termination thereof, shall be settled by simplified  
3051 arbitration arranged by The Danish Institute of Arbitration in accordance with the  
3052 rules of simplified arbitration procedure adopted by The Danish Institute of  
3053 Arbitration and in force at the time when such proceedings are commenced.  
3054 Notwithstanding this, you agree that we are allowed to apply for injunctive  
3055 remedies (or an equivalent type of urgent legal relief) in any jurisdiction without  
3056 providing security.  
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# **EXHIBIT 68**

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**Rokoko's Code Tracks Consent To Terms & Conditions**

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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, authenticat
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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← → 🔄 rokoko.com/terms

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

This website is operated by Rokoko Electronics ApS. Throughout the site, the terms “we”, “us” and “our” refer to Rokoko. Rokoko offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

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.

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## 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.

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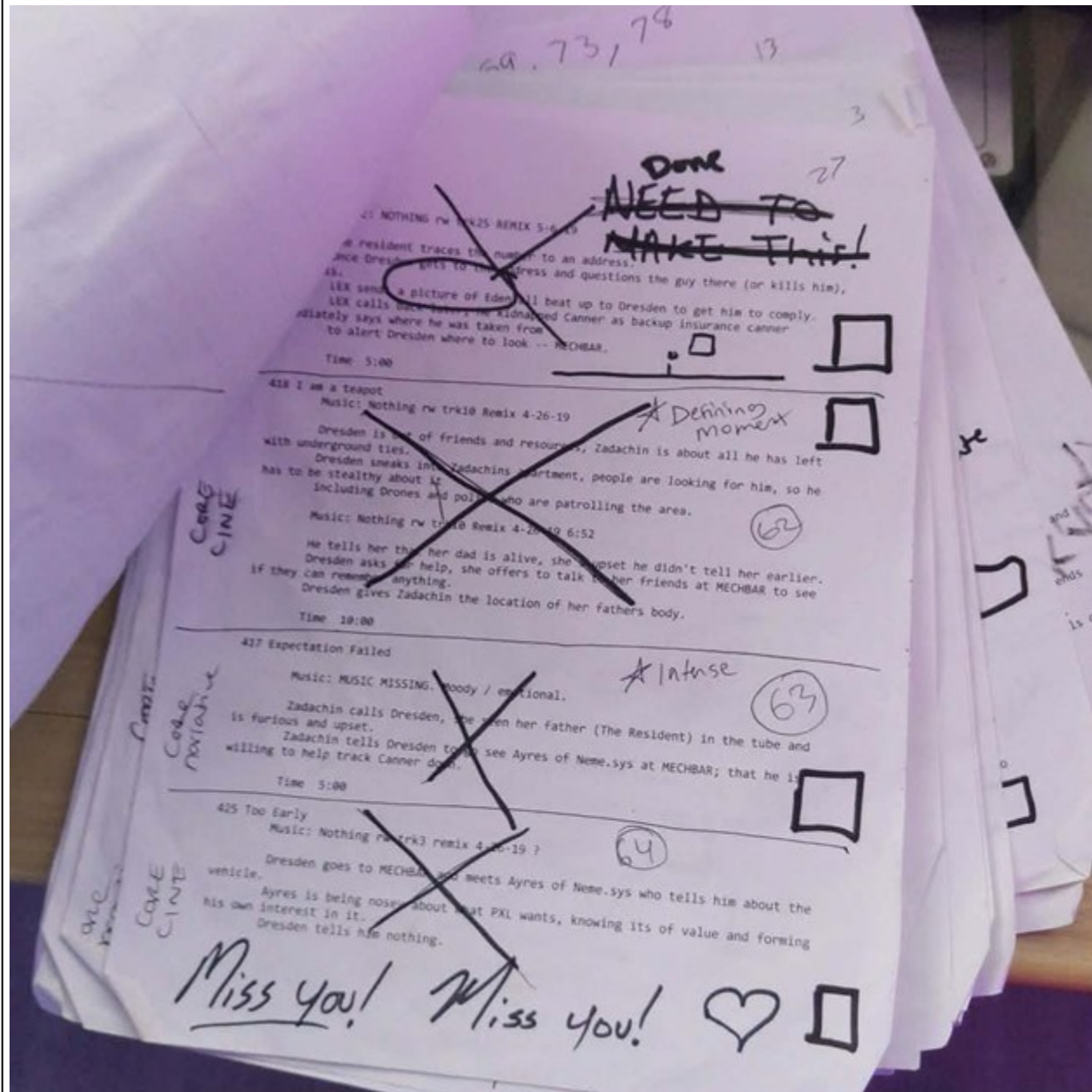
# EXHIBIT 69

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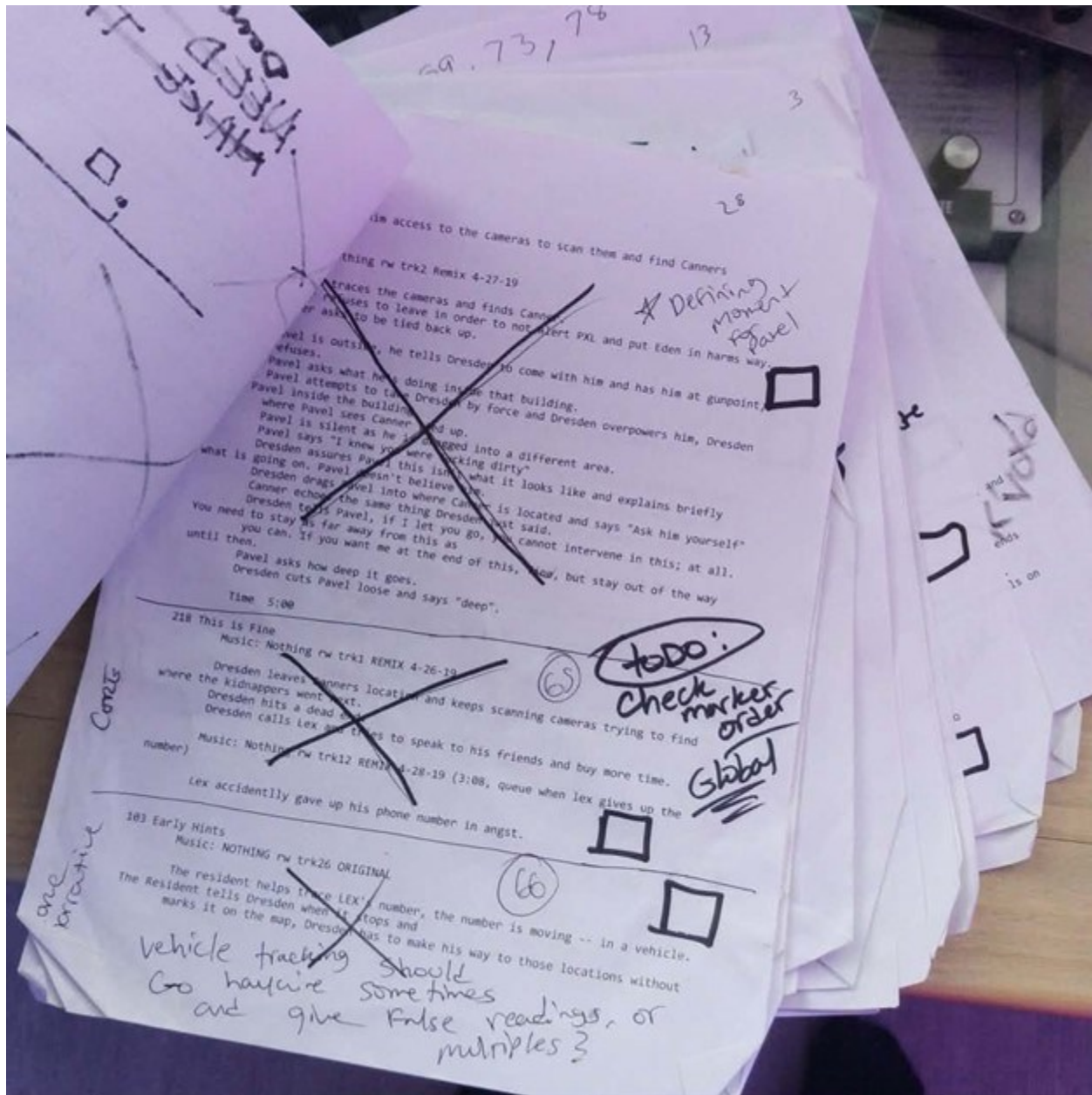
**Plaintiff's animations took considerable intellectual capacity and physical execution**

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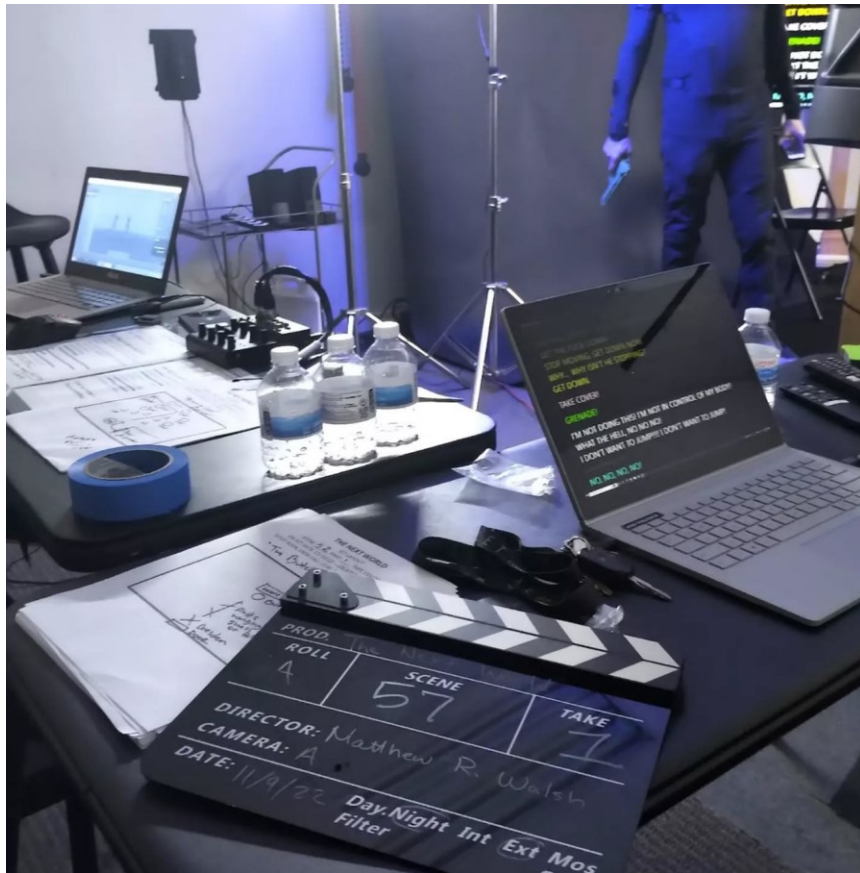
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# **EXHIBIT 70**

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**Intentionally left blank**

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# **EXHIBIT 71**

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**Intentionally Left blank**

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3112 Intentionally Left blank

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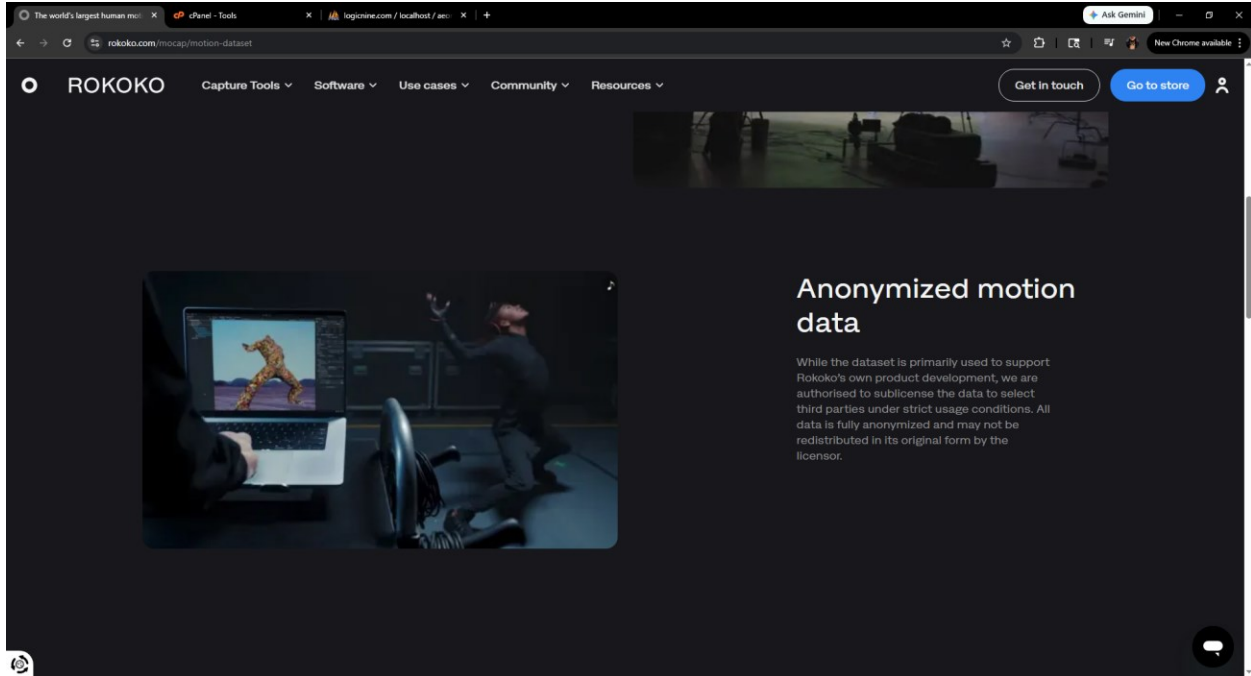
# **EXHIBIT 72**

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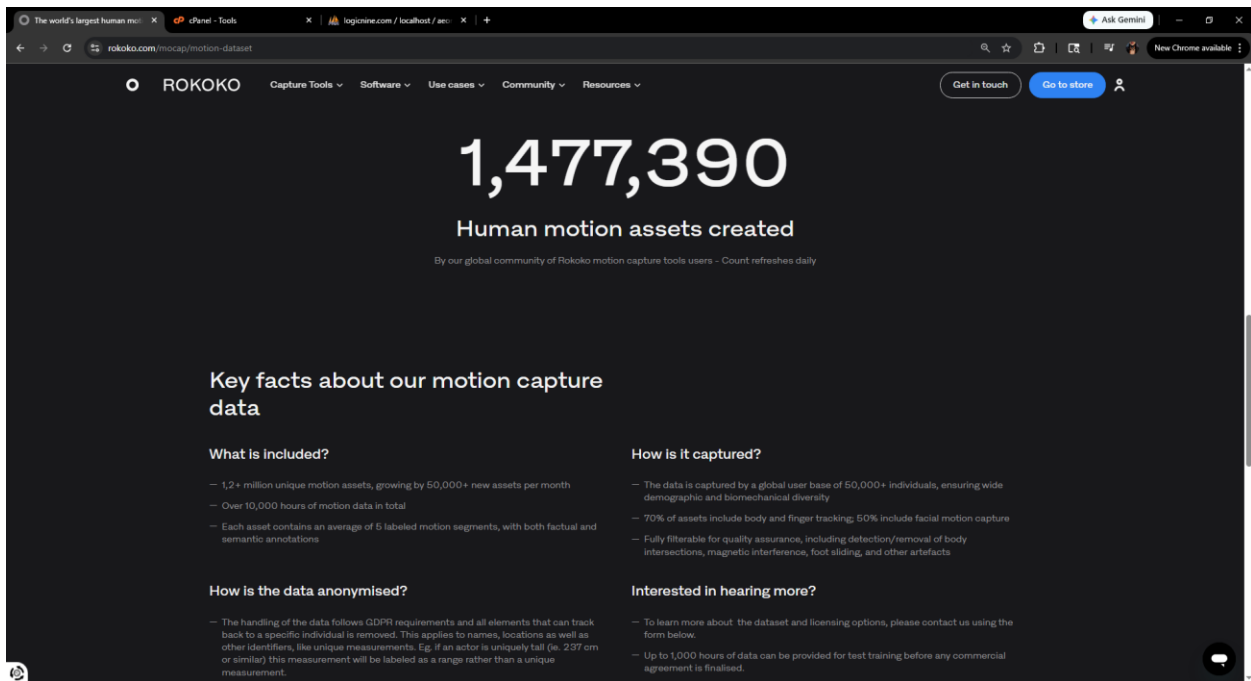
**Rokoko States Animation Data Is Anonymised**

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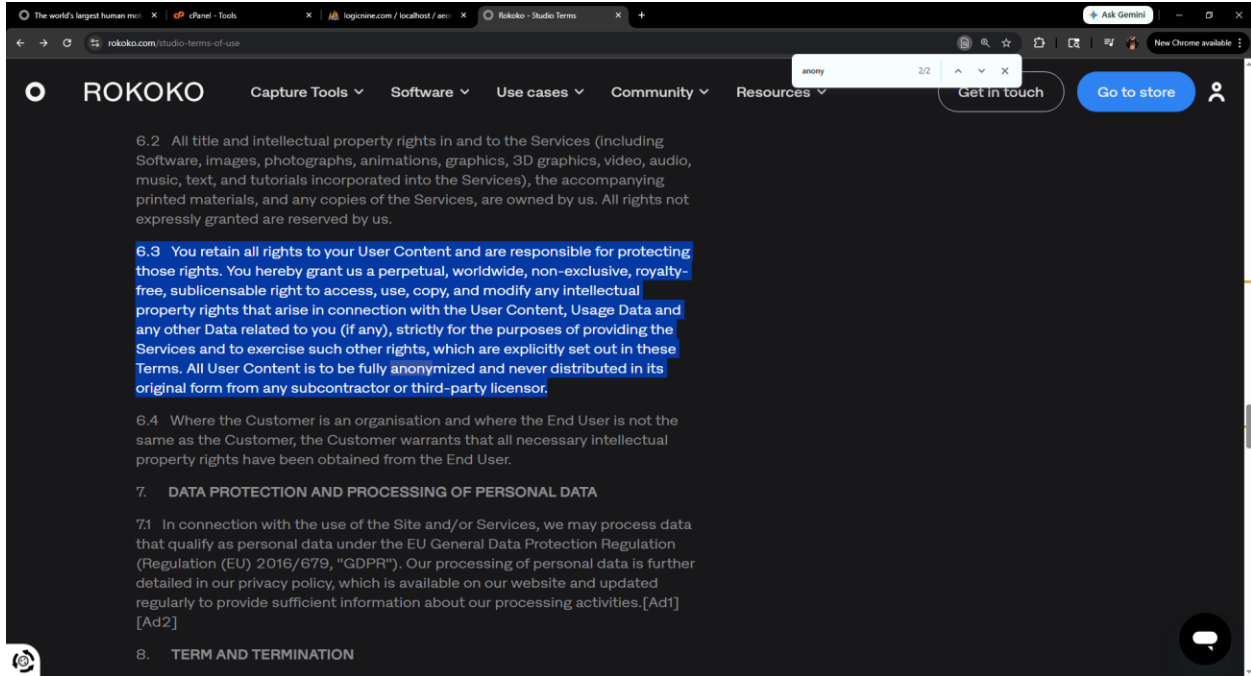
3128

The screenshot shows the ROKOKO website with a navigation bar containing 'Capture Tools', 'Software', 'Use cases', 'Community', and 'Resources'. A 'Get in touch' button and a 'Go to store' button are visible. The main content area features an article titled 'What industries can benefit from motion-based AI?'. The article text includes: 'Applications range from manufacturing and logistics to healthcare, social robotics, and general-purpose humanoids.' Below this is another section titled 'What is Rokoko's motion dataset?' with the text: 'Rokoko's motion dataset is one of the world's largest collections of anonymized human motion data, designed specifically for training AI and robotics systems. It includes over 1.2 million unique motion clips captured from tens of thousands of people worldwide, covering everything from everyday tasks and social interactions to fine motor movements and expressive gestures.' To the right, there is a 'Conclusion: Bridging the motion gap in AI' section and a 'Don't miss another article' section with an email input field. A 'Next article' section is also present, titled 'Embracing the future: Transitioning from Rokoko Studio to Studio Preview'. At the bottom of the article, there is a 'Read more inspiring stories' section with an 'All insights' button and a chat icon.

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The screenshot shows the ROKOKO website with the 'Studio Terms' page. The navigation bar is identical to the previous screenshot. The main content area displays the terms of use, with several sections highlighted in blue. Section 3.4 states: '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'. Section 4 is titled 'USAGE LICENSE AND POLICY TO SERVICES'. Section 4.1 states: 'Subject to the Terms and for as long as you have a valid Account with us, we grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Services as they are provided to you by us, only as set forth in the Terms. Under the license you may use the Site and/or the Services in accordance with the terms stipulated hereunder within any territory from which you have access to the Site and/or the Services.' Section 4.2 states: 'All software and software-as-a-service (SaaS) used in connection with the Services ("Software") is proprietary to us or to third parties, and any use, redistribution, sale, de-compilation, reverse engineering, disassembly, translation, or reduction of the Software is prohibited. The Software is licensed, not sold. You agree that we may update the Software without notice, at any time'.

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# EXHIBIT 73

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**Rokoko defines Anonymization as removing identifying information such as names, etc.**

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The screenshot shows a web browser window with the URL `rokoko.com/mocap/motion-dataset`. The page features a dark theme with the ROKOKO logo and navigation menu at the top. The main content is divided into two columns. The left column is titled "How is the data anonymised?" and contains a paragraph explaining GDPR requirements and the removal of identifiable elements. The right column is titled "Interested in hearing more?" and lists two bullet points about learning more and providing data for training. Below this is a "Get in touch with us to learn more." section with a contact form. The form includes fields for "First name\*", "Last name\*", "Email\*" (with the placeholder `your@email.com`), and "Company or Institution name\*". A "Get in touch" button is also visible in the top right of the page.

**How is the data anonymised?**

- The handling of the data follows GDPR requirements and all elements that can track back to a specific individual is removed. This applies to names, locations as well as other identifiers, like unique measurements. Eg. if an actor is uniquely tall (ie. 237 cm or similar) this measurement will be labeled as a range rather than a unique measurement.

**Interested in hearing more?**

- To learn more about the dataset and licensing options, please contact us using the form below.
- Up to 1,000 hours of data can be provided for test training before any commercial agreement is finalised.

**Get in touch with us to learn more.**

First name\*  
First name

Last name\*  
Last name

Email\*  
your@email.com

Company or Institution name\*  
Company or Institution name

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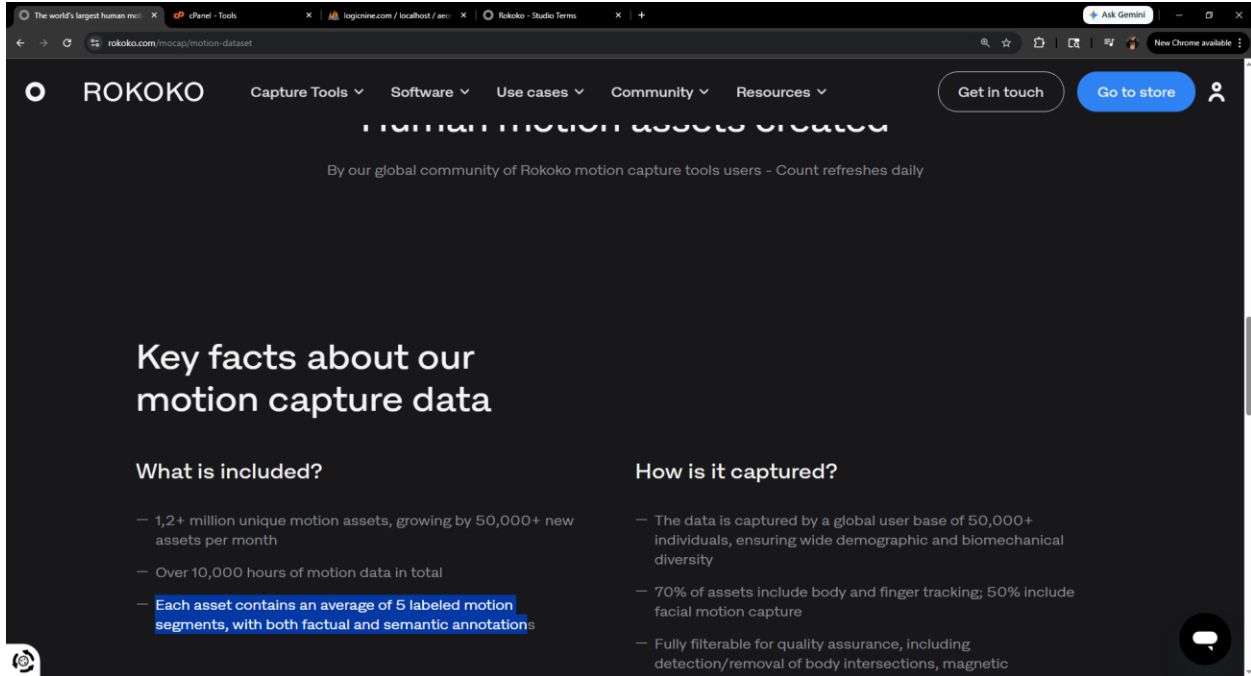
# EXHIBIT 74

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**Rokoko states animation files generally include 5 segments**

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# **EXHIBIT 75**

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**CMI Exists in the animation files**

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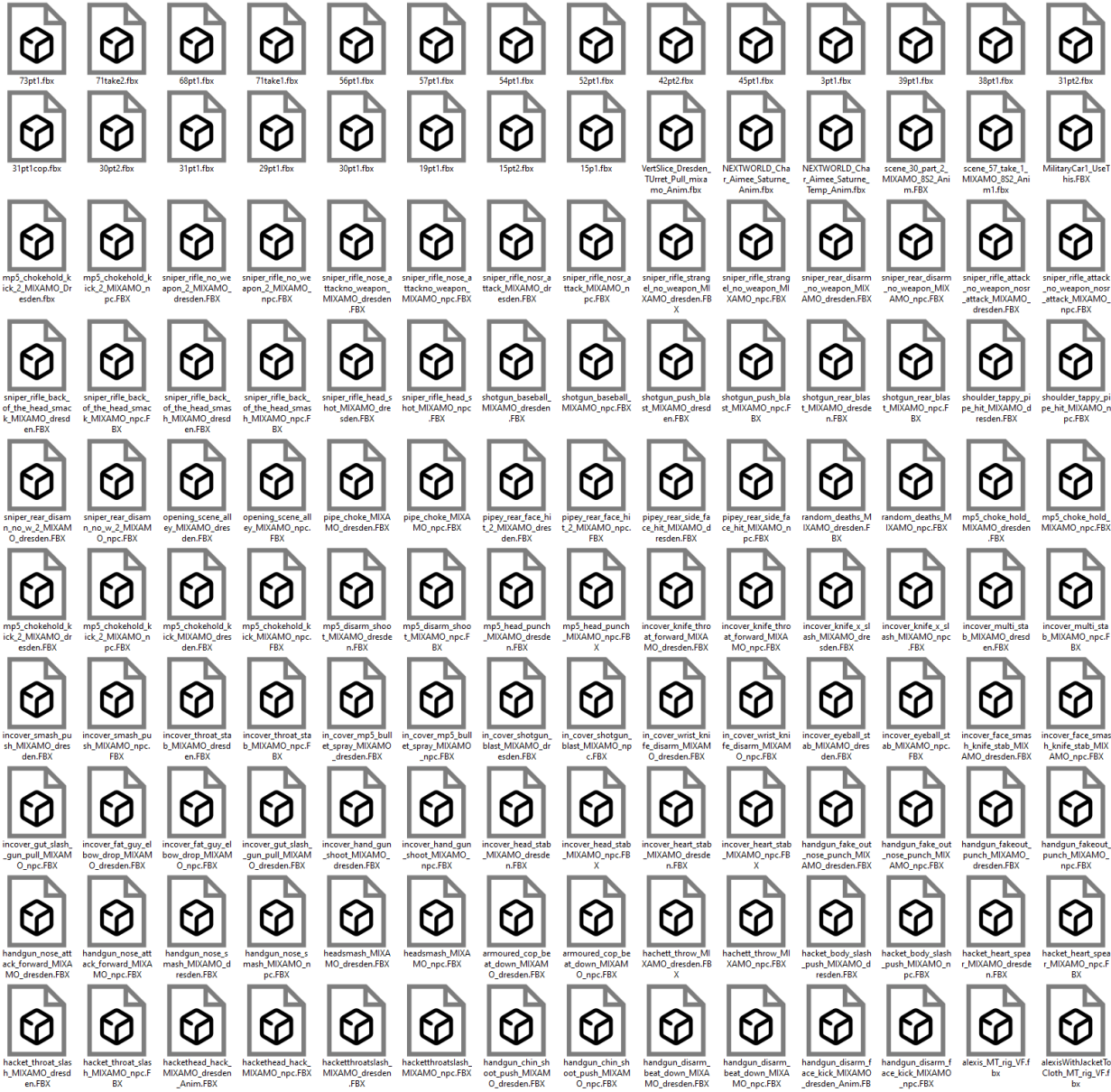
# **EXHIBIT 76**

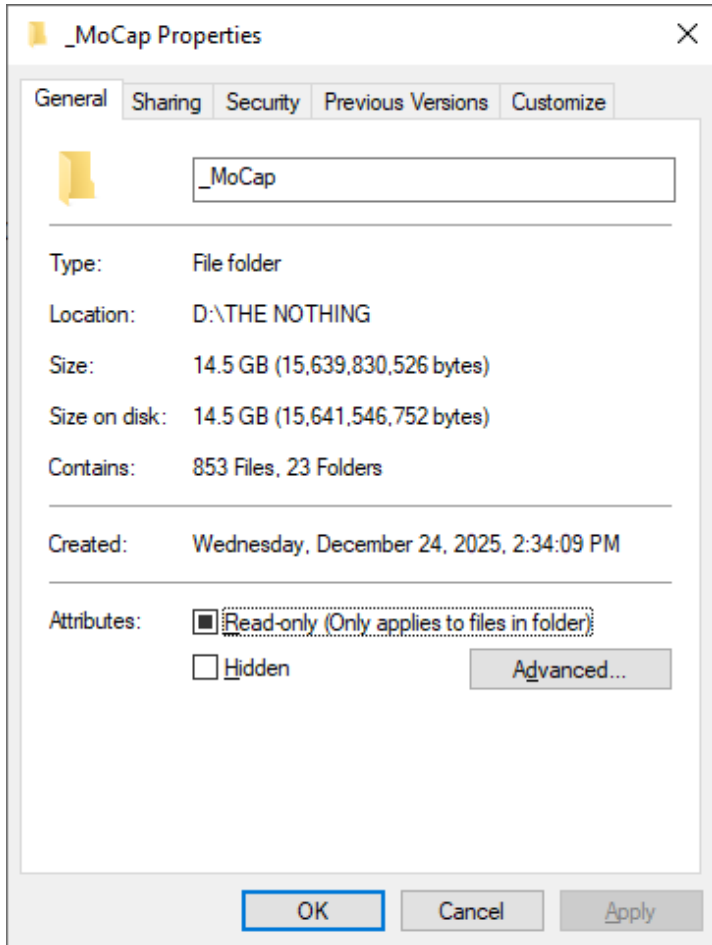
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**Plaintiff has created at least 850 animation files**

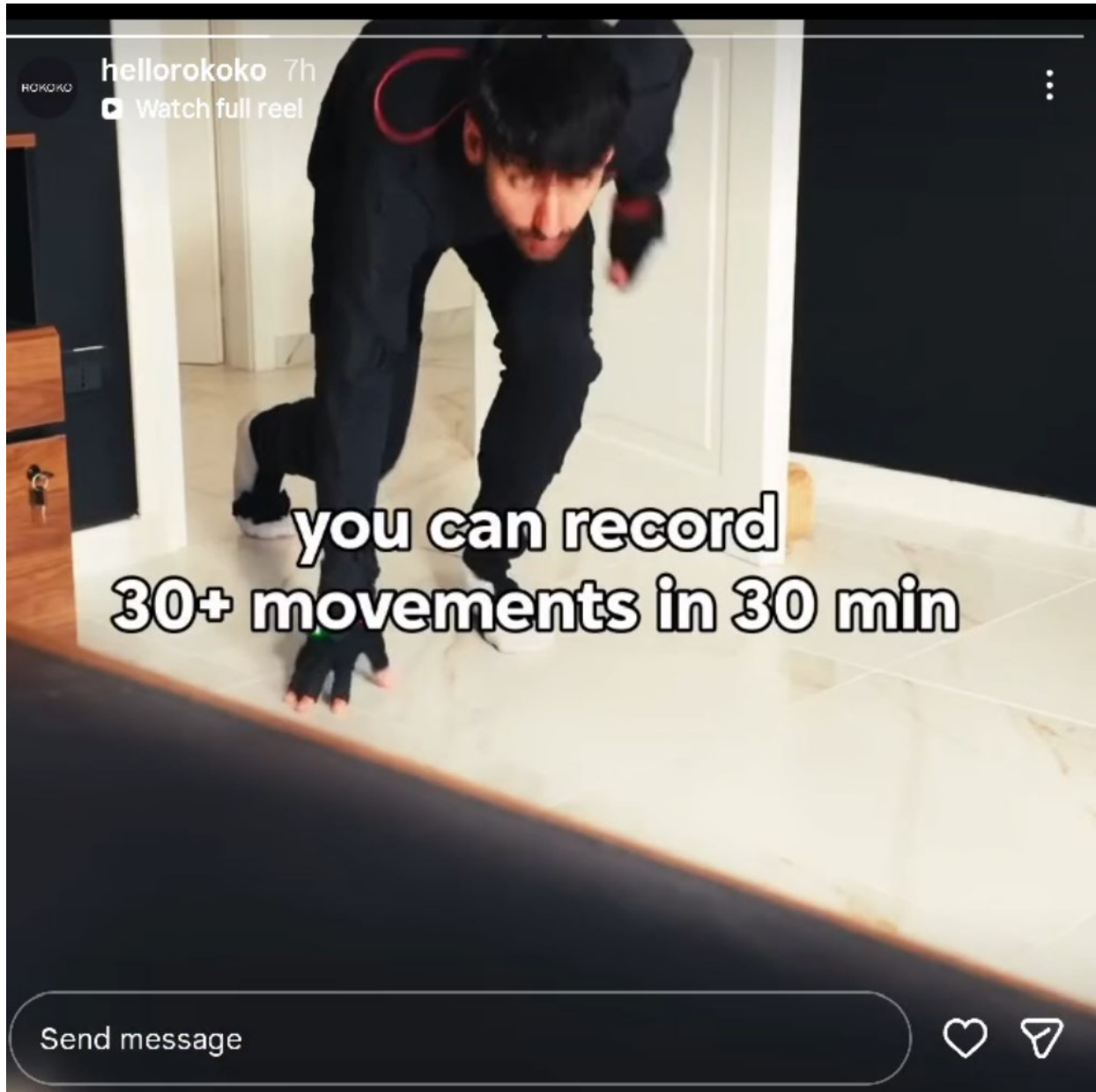
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# **EXHIBIT 77**

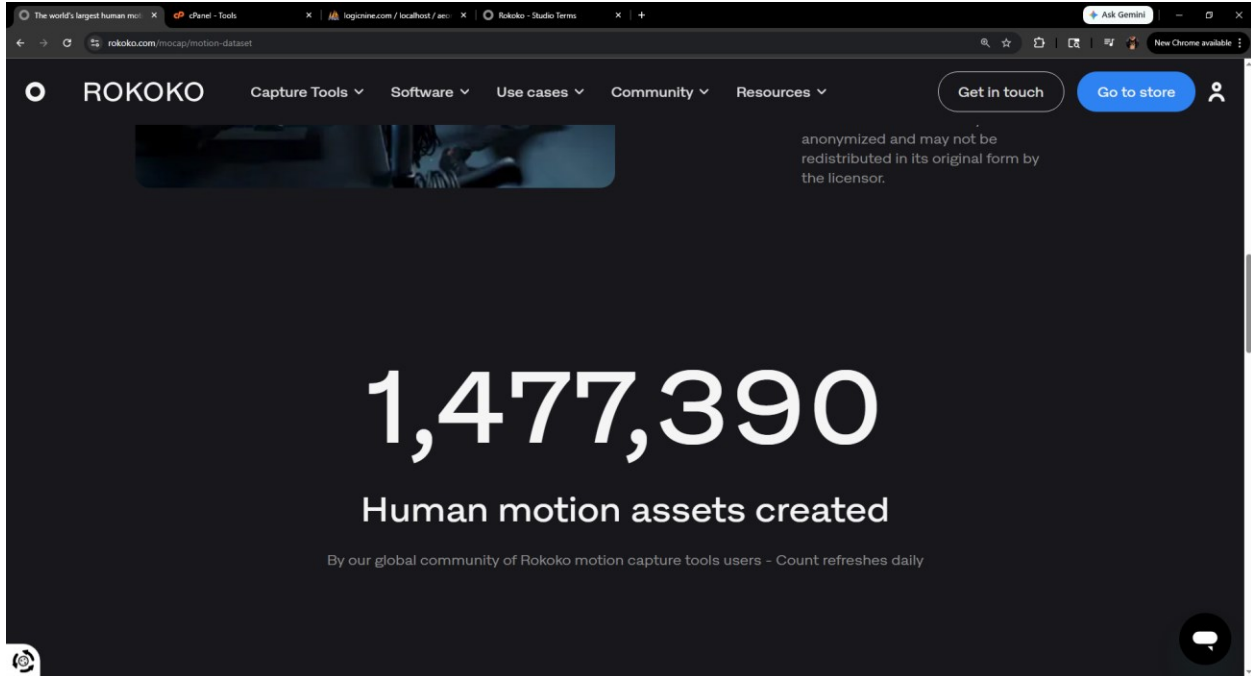
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**Rokoko added a live ‘collected animation data’ counter post-  
litigation**

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# **EXHIBIT 78**

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**Rokoko added numerous sections commercially offering data or  
products created from it.**

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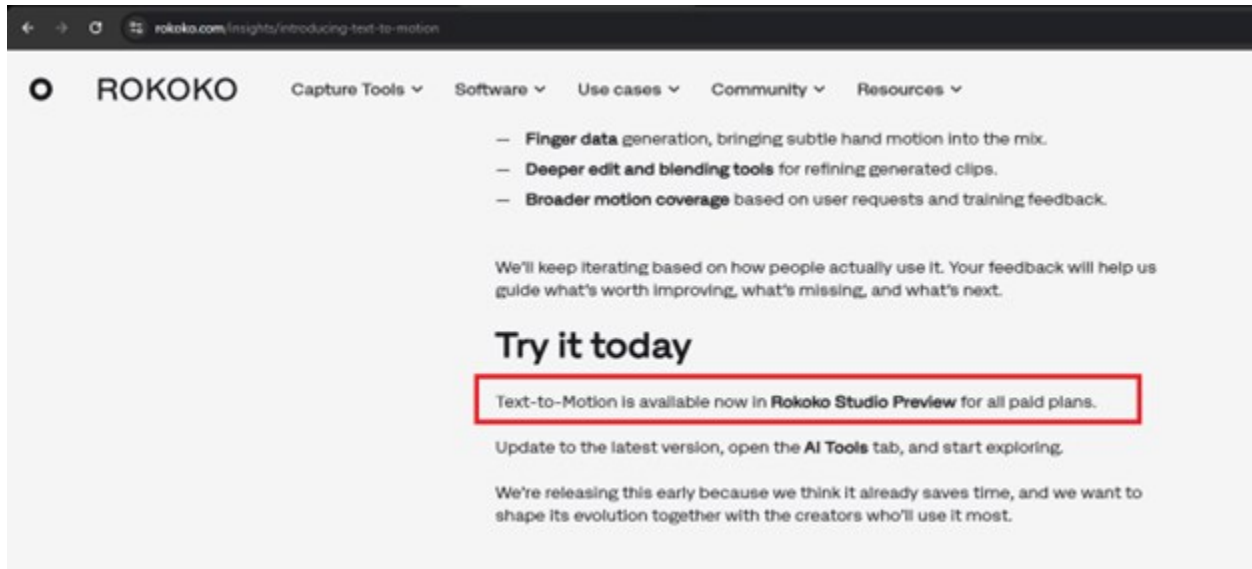
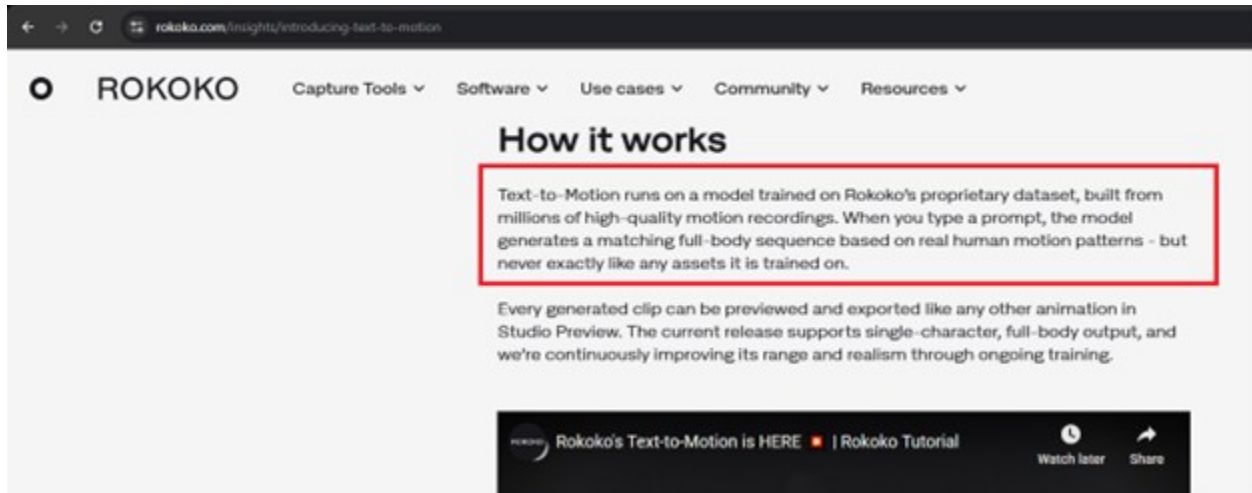
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The screenshot shows a web browser window displaying the ROKOKO website. The browser's address bar shows 'rokoko.com/use-cases/robotics'. The website has a dark theme with a navigation menu at the top containing 'Capture Tools', 'Software', 'Use cases', 'Community', and 'Resources'. There are two buttons: 'Get in touch' and 'Go to store'. The main content area features the heading 'Train robots with human motion' and a sub-heading 'Portable, affordable mocap for real-time teleoperations, detailed object-handling, and high-volume motion datasets. Capture full body and human-hand dexterity for real-world manipulation tasks.' Below this text are two buttons: 'Talk to an expert' and 'Get in touch'. To the right is a video player showing two white robotic arms on a table. Below the video is a caption: 'Stanford University. Scalable and portable mocap data collection system for dexterous manipulation, powered by Rokoko Smartgloves.' A chat icon is visible in the bottom right corner of the website.

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The screenshot shows a web browser displaying the Rokoko website. The page title is "Why motion data matters for robotics". The main text discusses the importance of motion data for AI research in robotics, highlighting human diversity, context, and emotion. A list of key points is provided, including the challenges of collecting motion data, the attributes of a foundation-model ready dataset, and the applications of motion data across various industries. The article also mentions Rokoko's proprietary dataset of 1M+ motion assets. On the right side, there is a table of contents, a "Don't miss another article" section with an email sign-up form, and a "Next article" section titled "Embracing the future: Transitioning from Rokoko".

**ROKOKO** Capture Tools ▾ Software ▾ Use cases ▾ Community ▾ Resources ▾ [Get in touch](#) [Go to store](#)

## Why motion data matters for robotics

For decades, AI research has focused on language and vision. But humans are equally - if not more - defined by movement. We interpret gestures, posture, and subtle motions with extraordinary nuance. For robots to move beyond screens and physically interact with the world, they must be trained on data that captures not only mechanical patterns but also **human diversity, context, and emotion**.

In this article, we'll explore:

- The unique challenges of collecting and understanding **motion data** for humanoid robotics.
- The attributes that make a dataset truly **foundation-model ready**.
- **A look inside Rokoko's proprietary dataset** of 1M+ motion assets, built from tens of thousands of real-world contributors.
- **Applications** of motion data across robotics, from industrial automation to healthcare and social robots.
- Why **licensing, compliance, and renewability** are critical for long-term AI development.

**Table of contents**

- [Why motion data matters for robotics](#)
- [Motion: The first interface in robotics](#)
- [The complexity of capturing and understanding motion data](#)
- [What makes a motion dataset foundation-model ready?](#)
- [Inside Rokoko's motion dataset](#)
- [Applications across robotics and AI](#)
- [The licensing advantage of Rokoko's dataset](#)
- [Conclusion: Bridging the motion gap in AI](#)

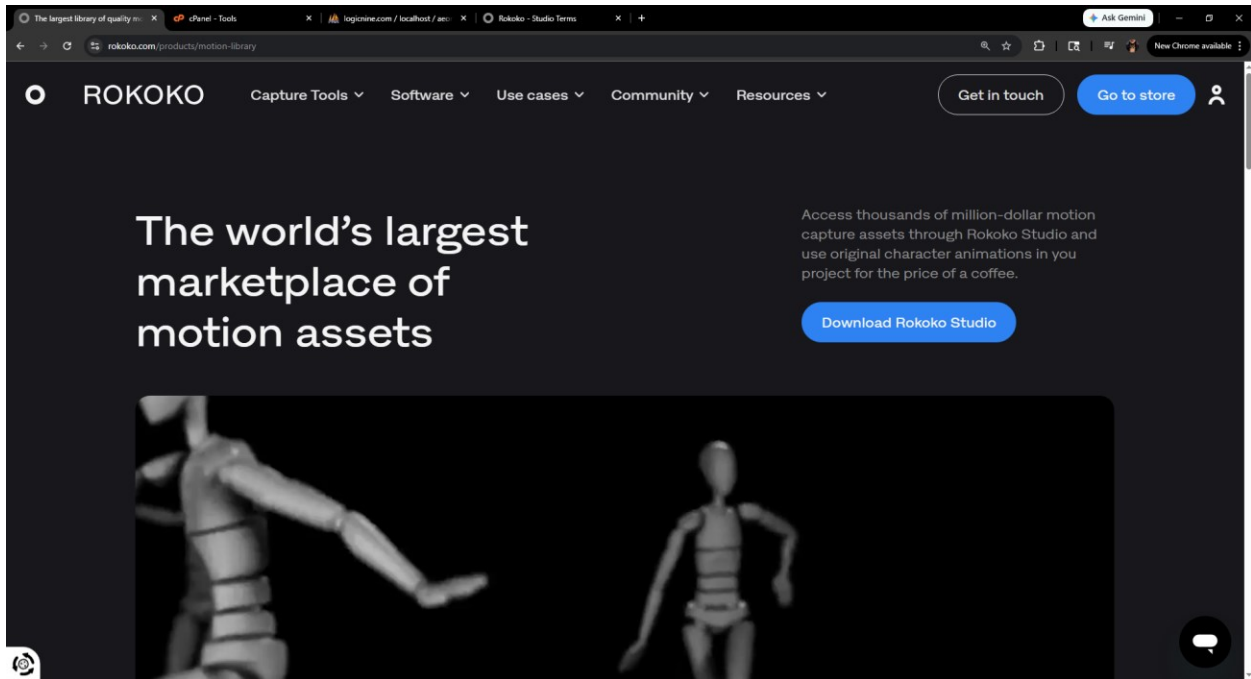
**Don't miss another article**

Your email

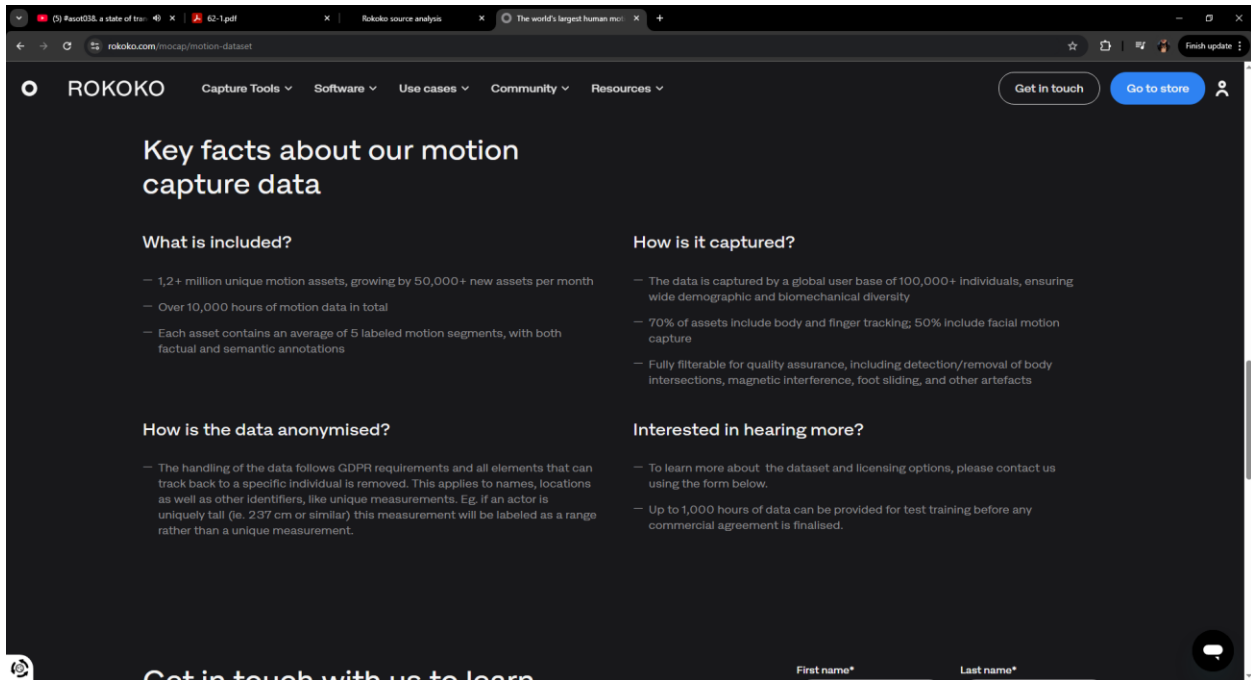
**Next article**

[Embracing the future: Transitioning from Rokoko](#)

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# **EXHIBIT 79**

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**Rokoko offers 1,000 hours of data before finalizing a commercial  
agreement**

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The screenshot shows the ROKOKO website page for a motion capture dataset. The page has a dark theme and includes a navigation menu with categories like 'Capture Tools', 'Software', 'Use cases', 'Community', and 'Resources'. There are two main buttons: 'Get in touch' and 'Go to store'. The content is organized into four columns with the following sections:

- What is included?**
  - 1,2+ million unique motion assets, growing by 50,000+ new assets per month
  - Over 10,000 hours of motion data in total
  - Each asset contains an average of 5 labeled motion segments, with both factual and semantic annotations
- How is it captured?**
  - The data is captured by a global user base of 50,000+ individuals, ensuring wide demographic and biomechanical diversity
  - 70% of assets include body and finger tracking; 50% include facial motion capture
  - Fully filterable for quality assurance, including detection/removal of body intersections, magnetic interference, foot sliding, and other artefacts
- How is the data anonymised?**
  - The handling of the data follows GDPR requirements and all elements that can track back to a specific individual is removed. This applies to names, locations as well as other identifiers, like unique measurements. Eg. if an actor is uniquely tall (ie. 237 cm or similar) this measurement will be labeled as a range rather than a unique measurement.
- Interested in hearing more?**
  - To learn more about the dataset and licensing options, please contact us using the form below.
  - Up to 1,000 hours of data can be provided for test training before any commercial agreement is finalised.

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# **EXHIBIT 80**

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**Rokoko 1,000 hours of data... before finalizing a commercial**

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**agreement**

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The screenshot shows the ROKOKO website with a dark theme. The navigation bar includes the ROKOKO logo, menu items for Capture Tools, Software, Use cases, Community, and Resources, and buttons for 'Get in touch' and 'Go to store'. The main content area is titled 'Key facts about our motion capture data' and is divided into four sections: 'What is included?', 'How is it captured?', 'How is the data anonymised?', and 'Interested in hearing more?'. Each section contains a list of bullet points.

## Key facts about our motion capture data

### What is included?

- 1,2+ million unique motion assets, growing by 50,000+ new assets per month
- Over 10,000 hours of motion data in total
- Each asset contains an average of 5 labeled motion segments, with both factual and semantic annotations

### How is it captured?

- The data is captured by a global user base of 50,000+ individuals, ensuring wide demographic and biomechanical diversity
- 70% of assets include body and finger tracking; 50% include facial motion capture
- Fully filterable for quality assurance, including detection/removal of body intersections, magnetic interference, foot sliding, and other artefacts

### How is the data anonymised?

- The handling of the data follows GDPR requirements and all elements that can track back to a specific individual is removed. This applies to names, locations as well as other identifiers, like unique measurements. Eg. If an actor is uniquely tall (ie. 237 cm or similar) this measurement will be labeled as a range rather than a unique measurement.

### Interested in hearing more?

- To learn more about the dataset and licensing options, please contact us using the form below.
- Up to 1,000 hours of data can be provided for test training before any commercial agreement is finalised.

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# **EXHIBIT 81**

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*(“Rokoko’s proprietary dataset of 1M+ motion assets, built from tens of*

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*thousands of real-world contributors”*

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The screenshot shows a web browser displaying the Rokoko website. The page title is "Unlocking Motion Data for Humanoid Robotics". The navigation bar includes "ROKOKO" and menu items: "Capture Tools", "Software", "Use cases", "Community", and "Resources". There are buttons for "Get in touch" and "Go to store".

The main content area features the following text:

These attributes ensure the dataset can power **foundation models for robotics**.

## Inside Rokoko's motion dataset

Rokoko has built one of the **largest and most diverse motion datasets in the world**, designed for AI training.

Highlights include:

- **Scale:** 1.2M+ motion clips (10,000+ hours), growing more than 60% annually.
- **Global diversity:** Captured from over 50,000 individuals worldwide.
- **Full modality coverage:** Body, hands, fingers, and facial expressions.
- **Natural contexts:** Everyday actions, social interactions, and unscripted behaviors.
- **Temporal continuity:** High frame-rate recordings with scene-level sequences.

Because Rokoko's dataset is drawn from voluntary users of its hardware and software tools, it captures the diversity and spontaneity of real human behaviour. It is especially rich in everyday tasks, social interactions, and non-verbal cues - all of which are underrepresented in highly curated academic and proprietary datasets.

Below the main text, there is a "Table of contents" section with links to related articles: "Why motion data matters for robotics", "Motion: The first interface in robotics", "The complexity of capturing and understanding motion data", "What makes a motion dataset foundation-model ready?", "Inside Rokoko's motion dataset", "Applications across robotics and AI", "The licensing advantage of Rokoko's dataset", and "Conclusion: Bridging the motion gap in AI".

There is also a "Don't miss another article" section with an email input field and a "Next article" section with a link to "Embracing the future: Transitioning from Rokoko Studio to Studio Preview".

At the bottom of the article, the text "Applications across robotics and" is visible, followed by a large greyed-out area.

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# **EXHIBIT 82**

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**(“Global diversity: Captured from over 50,000 individuals  
worldwide.”)**

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The screenshot shows a web browser displaying the Rokoko website. The page title is "Inside Rokoko's motion dataset". The main content includes a sub-header "These attributes ensure the dataset can power foundation models for robotics.", a paragraph stating "Rokoko has built one of the largest and most diverse motion datasets in the world, designed for AI training.", and a list of highlights: Scale (1.2M+ motion clips), Global diversity (50,000 individuals), Full modality coverage (body, hands, fingers, facial expressions), Natural contexts (everyday actions), and Temporal continuity (high frame-rate recordings). A table of contents is visible on the right side of the page. The navigation bar at the top includes "ROKOKO" and various menu items like "Capture Tools", "Software", "Use cases", "Community", and "Resources".

ROKOKO Capture Tools Software Use cases Community Resources Get in touch Go to store

These attributes ensure the dataset can power **foundation models for robotics**.

## Inside Rokoko's motion dataset

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- **Temporal continuity:** High frame-rate recordings with scene-level sequences.

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## Applications across robotics and AI

Table of contents

- [Why motion data matters for robotics](#)
- [Motion: The first interface in robotics](#)
- [The complexity of capturing and understanding motion data](#)
- [What makes a motion dataset foundation-model ready?](#)
- Inside Rokoko's motion dataset**
- [Applications across robotics and AI](#)
- [The licensing advantage of Rokoko's dataset](#)
- [Conclusion: Bridging the motion gap in AI](#)

Don't miss another article

Your email

Next article

[Embracing the future: Transitioning from Rokoko Studio to Studio Preview](#)

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# EXHIBIT 83

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3258 (*“Rokoko's dataset is drawn from voluntary users of its hardware and software*  
3259 *tools”*)

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The screenshot shows the Rokoko website with a navigation bar at the top containing 'ROKOKO', 'Capture Tools', 'Software', 'Use cases', 'Community', and 'Resources'. There are buttons for 'Get in touch' and 'Go to store'. The main content area features a list of bullet points:

- **Scale:** 1.2M+ motion clips (10,000+ hours), growing more than 60% annually.
- **Global diversity:** Captured from over 50,000 individuals worldwide.
- **Full modality coverage:** Body, hands, fingers, and facial expressions.
- **Natural contexts:** Everyday actions, social interactions, and unscripted behaviors.
- **Temporal continuity:** High frame-rate recordings with scene-level sequences.

Below this is a paragraph: "Because Rokoko's dataset is drawn from voluntary users of its hardware and software tools, it captures the diversity and spontaneity of real human behaviour. It is especially rich in everyday tasks, social interactions, and non-verbal cues - all of which are underrepresented in highly curated academic and proprietary datasets."

### Applications across robotics and AI

Rokoko's dataset is uniquely suited for a wide range of applications:

- **General-Purpose Robotics:** Training robots to interpret human behaviors in diverse contexts.
- **Industrial Automation:** Fine motor skills for logistics, manufacturing, and agriculture.
- **Healthcare & Assistive Robotics:** Modeling subtle cues like tremors.

On the right side, there is a 'Table of contents' section with links to various articles, a 'Don't miss another article' email sign-up form, and a 'Next article' section with a link to 'Embracing the future: Transitioning from Rokoko Studio to Studio Preview'.

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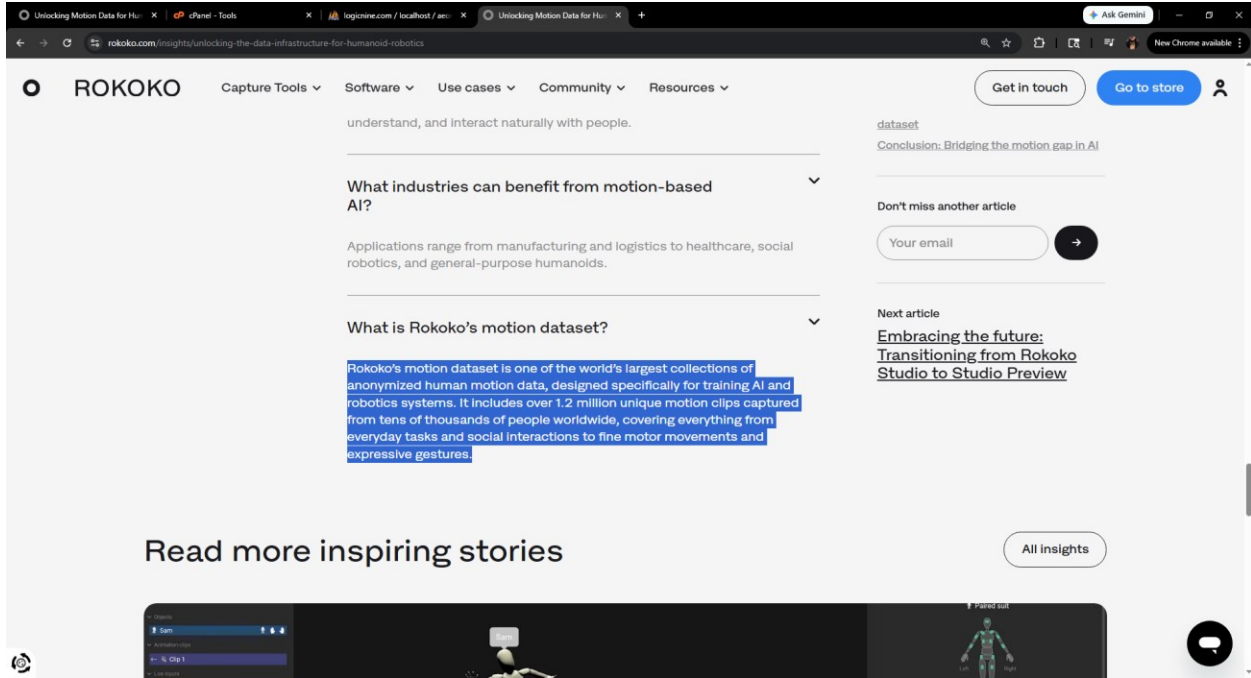
# **EXHIBIT 84**

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**(“Rokoko’s motion dataset is one of the worlds largest collections”)**

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# **EXHIBIT 85**

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**Robotics need high resolution and high fidelity**

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The screenshot shows a web browser window with the Rokoko website. The page title is "What makes a motion dataset foundation-model ready?". The article text includes a list of four key attributes: High resolution and fidelity, Temporal continuity, Diversity of motion, and Rich annotations and metadata. A table of contents is visible on the right side of the page, listing various articles related to motion capture and AI. The browser's address bar shows the URL "rokoko.com/insights/unlocking-the-data-infrastructure-for-humanoid-robotics".

ROKOKO Capture Tools Software Use cases Community Resources Get in touch Go to store

## What makes a motion dataset foundation-model ready?

Not all motion datasets are created equal. To support robotics and AI at scale, data must include:

- **High resolution and fidelity:** Fine-grained joint capture, including fingers and face, is critical for high-resolution control and interpretation.
- **Temporal continuity:** Motion clips must include context and lead-in/lead-out actions to support learning of realistic transitions and causal dynamics.
- **Diversity of motion:** Includes both high-frequency and long-tail behaviors across cultures, professions, environments, and body types.
- **Rich annotations and metadata:** Contextual labeling (e.g. task, emotion, environment) and demographic tagging enhance usability and filtering.
- **Regulatory compliance:** Consent-based data collection ensures long-term viability of models trained on the dataset.

These attributes ensure the dataset can power **foundation models for robotics**.

### Inside Rokoko's motion dataset

Rokoko has built one of the **largest and most diverse motion datasets in the world**, designed for AI training.

Table of contents

- [Why motion data matters for robotics](#)
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- [The complexity of capturing and understanding motion data](#)
- What makes a motion dataset foundation-model ready?**
- [Inside Rokoko's motion dataset](#)
- [Applications across robotics and AI](#)
- [The licensing advantage of Rokoko's dataset](#)
- [Conclusion: Bridging the motion gap in AI](#)

Don't miss another article

Your email

Next article

[Embracing the future: Transitioning from Rokoko Studio to Studio Preview](#)

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# **EXHIBIT 86**

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**Rokoko Admits: 2025 Terms Never Applied To Plaintiff**

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27 Plaintiff also entirely ignores the fact that the 2025 Terms that form the basis of  
28 his DMCA claim were not amended until February 22, 2025—more than six months

– 6 –

REPLY IN SUPPORT OF MOTION TO DISMISS AMENDED COMPLAINT

after he admits he terminated his use of Rokoko's products. Opp., 7:123-24.  
Accordingly, the 2025 Terms never applied to Plaintiff. Without distribution, Plaintiff

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# **EXHIBIT 87**

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**Rokoko's System Confirms License Is 2020 not 2022 or 2025**

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```
Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
2025-05-03 20:51:17 POST https://18.164.174.35/graphql
+ 200 OK application/json 1.0k 336ms
Request Response Detail
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX53-P4
X-Amz-Cf-Id: deBdE50WbWwHoyPw_DxbKfL0xc9VNRpRJEKJPSHxR99ADKHH_Q93nw==
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",

```

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# **EXHIBIT 88**

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## **Copyright Registration Certificate**

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# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



Registration Number

**PAu 4-279-489**

Effective Date of Registration:

July 06, 2025

Registration Decision Date:

November 25, 2025

## Copyright Registration for One Work by One Author

Registration issued pursuant to 37 CFR §202.3

### Title

Title of Work: THE NEXT WORLD

### Completion/Publication

Year of Completion: 2017

### Author

- Author: Matthew R Walsh
- Author Created: Audiovisual Work
- Citizen of: United States
- Domiciled in: United States
- Year Born: 1985

### Copyright Claimant

Copyright Claimant: Matthew R Walsh

United States

### Rights and Permissions

Name: Matthew R Walsh  
 Email: [REDACTED]  
 Telephone: [REDACTED]  
 Alt. Telephone: [REDACTED]  
 Address: [REDACTED]  
 United States

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# **EXHIBIT 89**

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## **Animation File Date Stamps Predate 2025**

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> Search Results in \_MoCap > \*.\*fbx| x

MilitaryCar1_UseThis.FBX D:\THE NOTHING\_MoCap\Unreal Exported for Rota... Type: 3D Object	Date modified: 11/6/2022 3:06 PM Size: 9.74 MB
mp5_chokehold_kick_2_MIXAMO_Dresden.fbx D:\THE NOTHING\_MoCap\Unreal Exported for Rota... Type: 3D Object	Date modified: 10/19/2022 2:42 PM Size: 4.35 MB
mp5_chokehold_kick_2_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap\Unreal Exported for Rota... Type: 3D Object	Date modified: 10/19/2022 2:40 PM Size: 4.48 MB
sniper_rifle_no_weapon_2_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 5.49 MB
sniper_rifle_no_weapon_2_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 5.40 MB
sniper_rifle_nose_attackno_weapon_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.45 MB
sniper_rifle_nose_attackno_weapon_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.41 MB
sniper_rifle_nosr_attack_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.63 MB
sniper_rifle_nosr_attack_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.57 MB
sniper_rifle_strangel_no_weapon_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 5.90 MB
sniper_rifle_strangel_no_weapon_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 5.79 MB
sniper_rear_disarm_no_weapon_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.75 MB
sniper_rear_disarm_no_weapon_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.66 MB
sniper_rifle_attack_no_weapon_nosr_attack_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.07 MB
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sniper_rifle_back_of_the_head_smack_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 3.85 MB
sniper_rifle_back_of_the_head_smack_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 3.80 MB
sniper_rifle_back_of_the_head_smash_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 3.85 MB
sniper_rifle_back_of_the_head_smash_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 3.85 MB

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# **EXHIBIT 90**

3321

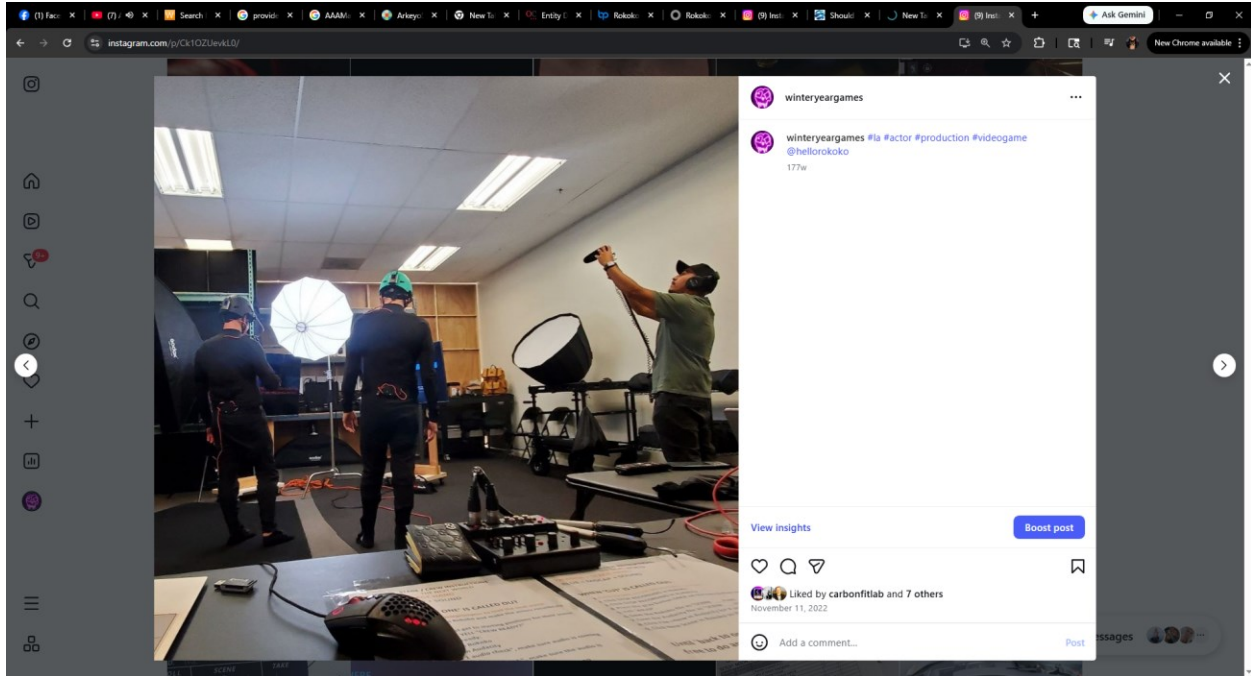
**The animation works at issue were performed and recorded prior to**

3322

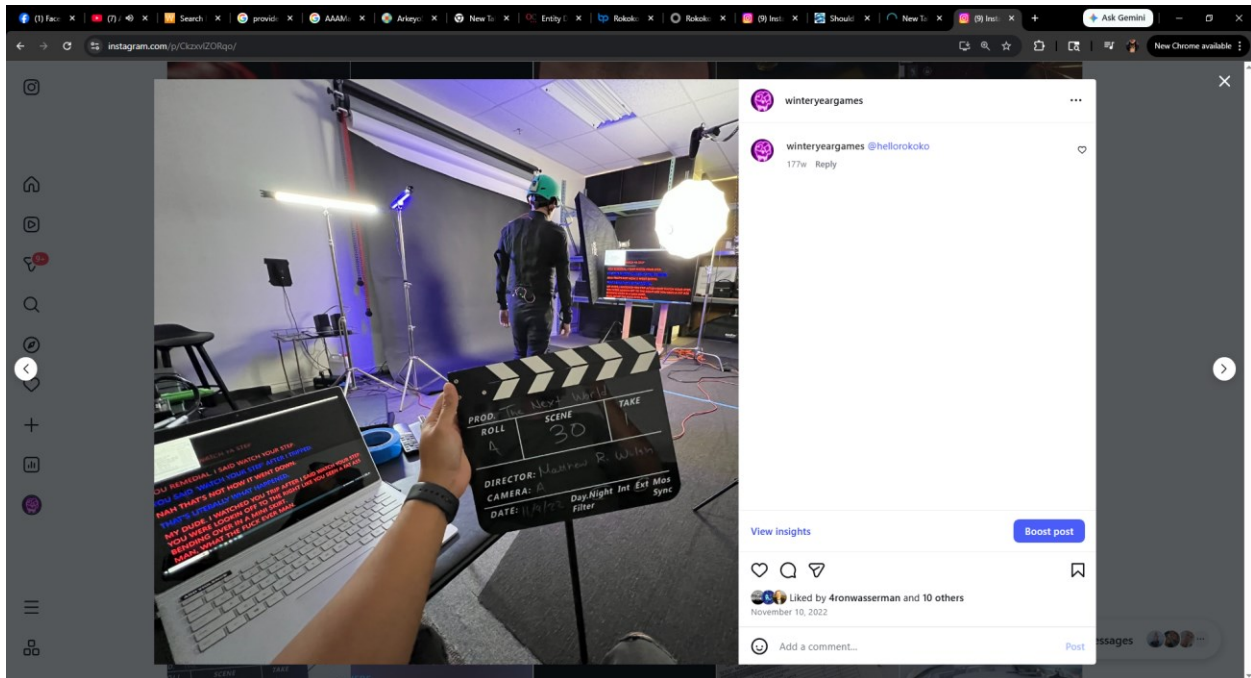
**December 24, 2025**

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# **EXHIBIT 91**

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**Copyright Registration Certificate**

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# **EXHIBIT 92**

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**Animation File Stamps Predate This Action**

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 30pt1.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:10 PM Size: 307 MB
 19pt1.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:10 PM Size: 224 MB
 15pt2.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:10 PM Size: 744 MB
 15p1.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:10 PM Size: 549 MB
 VertSlice_Dresden_TUret_Pull_mixamo_Anim.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 10/7/2023 11:08 PM Size: 1.11 MB
 NEXTWORLD_Char_Aimee_Saturne_Anim.fbx D:\THE NOTHING\_MoCap\Unreal Exported for Rota...	Type: 3D Object	Date modified: 1/5/2023 10:53 PM Size: 670 KB
 NEXTWORLD_Char_Aimee_Saturne_Temp_Anim.fbx D:\THE NOTHING\_MoCap\Unreal Exported for Rota...	Type: 3D Object	Date modified: 1/5/2023 7:58 PM Size: 21.6 MB
 scene_30_part_2_MIXAMO_8S2_Anim.FBX D:\THE NOTHING\_MoCap\Unreal Exported for Rota...	Type: 3D Object	Date modified: 11/27/2022 3:22 PM Size: 97.4 MB
 scene_57_take_1_MIXAMO_8S2_Anim1.fbx D:\THE NOTHING\_MoCap\Unreal Exported for Rota...	Type: 3D Object	Date modified: 11/12/2022 2:36 PM Size: 315 MB
 MilitaryCar1_UseThis.FBX D:\THE NOTHING\_MoCap\Unreal Exported for Rota...	Type: 3D Object	Date modified: 11/6/2022 3:06 PM Size: 9.74 MB
 mp5_chokehold_kick_2_MIXAMO_Dresden.fbx D:\THE NOTHING\_MoCap\Unreal Exported for Rota...	Type: 3D Object	Date modified: 10/19/2022 2:42 PM Size: 4.35 MB
 mp5_chokehold_kick_2_MIXAMO_npc.FBX D:\THE NOTHING\_MoCap\Unreal Exported for Rota...	Type: 3D Object	Date modified: 10/19/2022 2:40 PM Size: 4.48 MB
 sniper_rifle_no_weapon_2_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 5.49 MB
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 sniper_rifle_nose_attackno_weapon_MIXAMO_dresden.FBX D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 9/27/2022 12:31 PM Size: 4.45 MB
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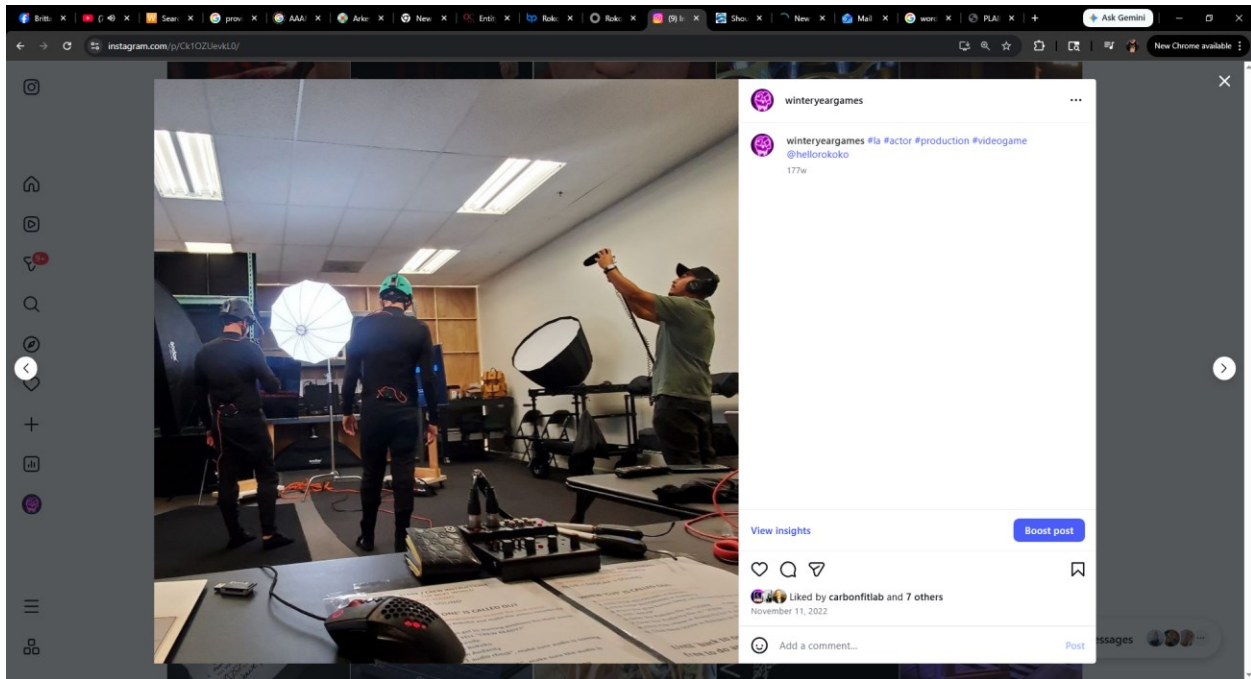
3344

# **EXHIBIT 93**

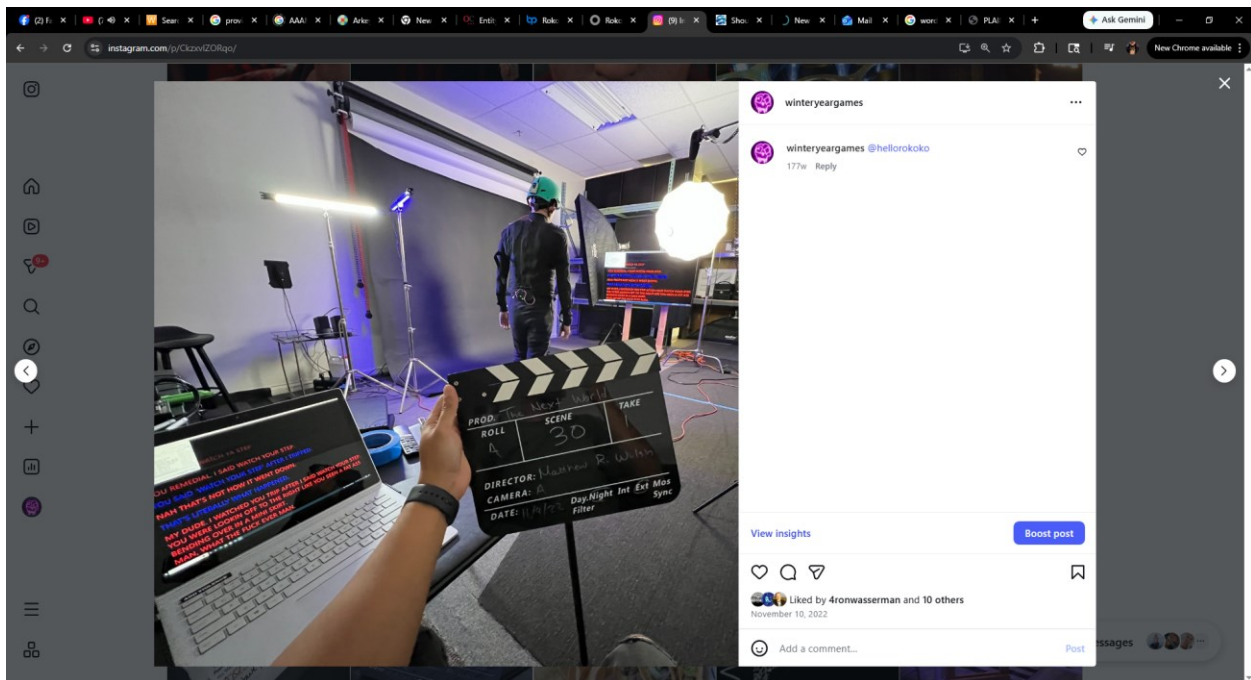
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**Animations Were Performed And Recorded Prior To This Action**

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# **EXHIBIT 94**

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**Plaintiff received preorders for The Next World, records show 1,783 returned**

3355

Showing rows 0 - 25 (1783 total. Query took 0.0003 seconds)

Profiling [ Edit inline ] [ Edit ] [ Explain SQL ] [ Create PHP code ] [ Refresh ]

Number of rows: 25 Filter rows: Search this table Sort by key: None

ID	FirstName	LastName	EmailAddress	Address	City	State	Zip	Phone	CCNumber	ExpDate	CVV	Package	Notes	Platform
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95		Ps5
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95	Wouldto pay via Paypal if possible. :)	PC
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Early Adopters (\$35)		Steam
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Early Adopters (\$35)	Yay!	Steam
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	OH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95	Steam	PC
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Early Adopters (\$35)	PayPal preferred	PC
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Michigan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95		PS5
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Texas	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95		Steam PC
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95		PC
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Indiana	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Early Adopters (\$35)	Been following for a bit and what you guys have so...	PCSteam
11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Illinois	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95		Nintendo Switch
12	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Illinois	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95	I've been following this game for years! Can't wait.	Nintendo Switch
13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	MN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Early Adopters (\$35)	Looking forward to the game!	PCSteam
14	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95	Most Excellent	PS4
15	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Collectors Edition \$95		Pc windows

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