

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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63

64

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

67 Executed this April 11, 2026, in Santa Clarita, California.

68



Matthew R. Walsh  
Plaintiff In Pro Per

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73

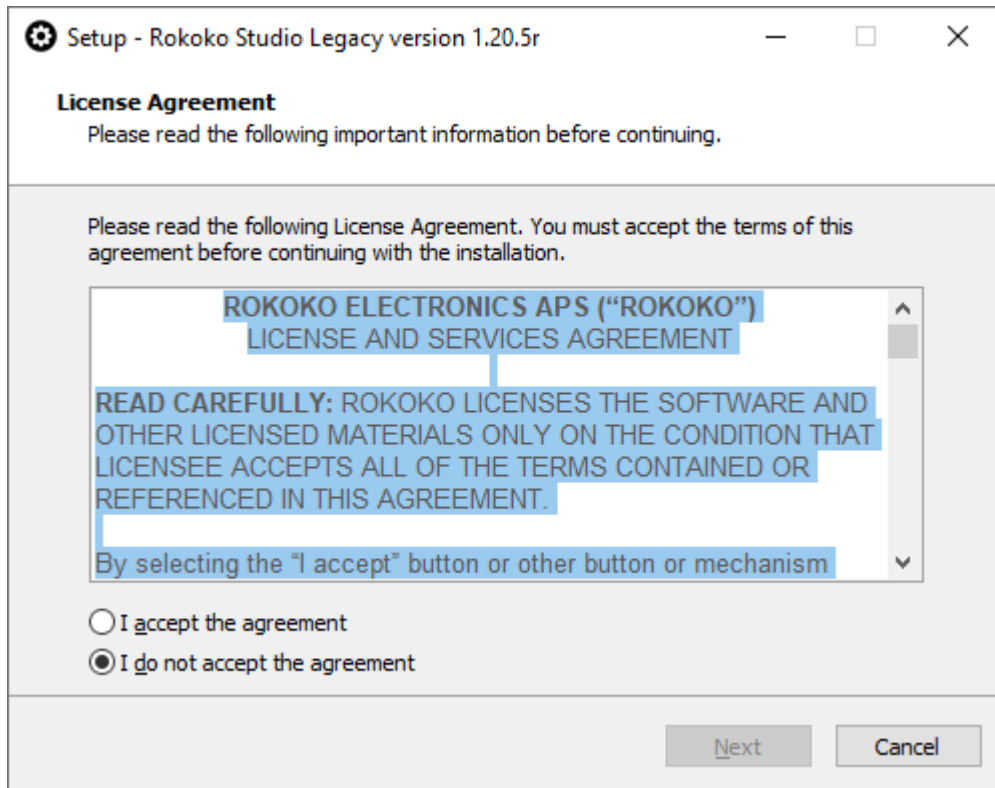
# **EXHIBIT 1**

74

## **Rokoko 2020 Terms & Conditions**

75

76 **Source: Rokoko Software Installer (2020-2022)**



79

80

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

82 **LICENSE AND SERVICES AGREEMENT**

83

84 **READ CAREFULLY: ROKOKO LICENSES THE SOFTWARE**

85 **AND OTHER LICENSED MATERIALS ONLY ON THE CONDITION THAT**

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101 of such other entity with the right, power and authority to act on behalf of such  
102 other entity.

103  
104 If Licensee is unwilling to accept this Agreement, or you do not have  
105 the right, power and authority to act on behalf of and bind such entity or yourself

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119 found in Exhibit A (if the terms are not defined in the main body of the  
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226 Services Terms. Licensee agrees that if it requests, accepts, or makes use of any  
227 Services, Licensee will be bound by such terms, as they may be modified from  
228 time to time in accordance with the applicable Services Terms (and such terms, as  
229 so modified from time to time, are a part of and incorporated by reference into this  
230 Agreement), and Licensee agrees to comply with such terms. Licensee  
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284

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447 the User Documentation portion of the Licensed Materials. ROKOKO's entire  
448 liability and Licensee’s exclusive remedy during the Warranty Period (“Limited  
449 Warranty”) will be, with the exception of any statutory warranty or remedy that  
450 cannot be excluded or limited under law, at ROKOKO's option, (i) to attempt to  
451 correct or work around errors, if any, or (ii) to refund the license fees, if any, paid  
452 by Licensee and terminate this Agreement or the license specific to such Licensed  
453 Materials. Such refund is subject to the return, during the Warranty Period, of the  
454 ROKOKO Materials, with a copy of Licensee’s License Identification, to  
455 Licensee’s local ROKOKO office or the Reseller from which Licensee acquired  
456 the ROKOKO Materials. THE LIMITED WARRANTY SET FORTH IN THIS  
457 SECTION GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY  
458 HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM  
459 JURISDICTION TO JURISDICTION. ROKOKO DOES NOT SEEK TO LIMIT  
460 LICENSEE’S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED  
461 BY LAW.

463                   5.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED  
464 WARRANTY PROVIDED IN SECTION 5.1 (LIMITED WARRANTY), AND  
465 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,  
466 ROKOKO AND ITS SUPPLIERS MAKE, AND LICENSEE RECEIVES, NO  
467 WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND,  
468 EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY  
469 IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A  
470 PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR WARRANTIES  
471 OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING  
472 OR USAGE OF TRADE) WITH RESPECT TO ANY ROKOKO MATERIALS,  
473 STRATEGIC PROGRAM S, OR SERVICES (PURSUANT TO A STRATEGIC  
474 PROGRAM OR OTHERWISE). ANY STATEMENTS OR  
475 REPRESENTATIONS ABOUT THE ROKOKO MATERIALS, STRATEGIC  
476 PROGRAM S OR SERVICES AND THEIR FEATURES OR FUNCTIONALITY  
477 IN THE LICENSED MATERIALS OR ANY COMMUNICATION WITH  
478 LICENSEE ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT  
479 CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION.  
480 WITHOUT LIMITING THE FOREGOING, ROKOKO DOES NOT WARRANT:  
481 (a) THAT THE OPERATION OR OUTPUT OF THE LICENSED MATERIALS  
482 OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE,

483 ACCURATE, RELIABLE, OR COMPLETE, WHETHER OR NOT UNDER A  
484 STRATEGIC PROGRAM OR SUPPORT BY ROKOKO OR ANY THIRD  
485 PARTY; (b) THAT ERRORS WILL BE CORRECTED BY ROKOKO OR ANY  
486 THIRD PARTY; OR (c) THAT ROKOKO OR ANY THIRD PARTY WILL  
487 RESOLVE ANY PARTICULAR SUPPORT REQUEST OR THAT SUCH  
488 RESOLUTION WILL MEET LICENSEE'S REQUIREMENTS OR  
489 EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE  
490 EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED  
491 BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED  
492 NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE  
493 CONTRARY.

## 494

### 495 **6. Warnings**

496 **6.1 Functionality Limitations.** The Licensed Materials and Services  
497 (except for Licensed Materials designed for non-commercial use, such as  
498 ROKOKO Materials designed to be used for consumer purposes or licensed only  
499 for purposes of educational or individual learning) are commercial professional  
500 tools intended to be used by trained professionals only. Particularly in the case of  
501 commercial professional use, the Licensed Materials and Services are not a  
502 substitute for Licensee's professional judgment or independent testing. The

503 Licensed Materials and Services are intended only to assist Licensee with its  
504 design, analysis, simulation, estimation, testing and/or other activities and are not a  
505 substitute for Licensee's own independent design, analysis, simulation, estimation,  
506 testing, and/or other activities, including those with respect to product stress, safety  
507 and utility. Due to the large variety of potential applications for the Licensed  
508 Materials and Services, the Licensed Materials and Services have not been tested  
509 in all situations under which they may be used. ROKOKO will not be liable in any  
510 manner whatsoever for the results obtained through use of the Licensed Materials  
511 or Services. Persons using the Licensed Materials or Services are responsible for  
512 the supervision, management, and control of the Licensed Materials and Services  
513 and the results of using the Licensed Materials and Services. This responsibility  
514 includes, without limitation, the determination of appropriate uses for the Licensed  
515 Materials and Services and the selection of the Licensed Materials, Services and  
516 other computer programs and materials to help achieve intended results. Persons  
517 using the Licensed Materials or Services are also responsible for establishing the  
518 adequacy of independent procedures for testing the reliability, accuracy,  
519 completeness, and other characteristics of any output of the Licensed Materials or  
520 Services, including, without limitation, all items designed with the assistance of the  
521 Licensed Materials or Services. Licensee further acknowledges and agrees that the  
522 Licensed Materials form part of Licensee's total unique hardware and software

523 environment to deliver specific functionality, and that the Licensed Materials and  
524 Services provided by ROKOKO may not achieve the results Licensee desires  
525 within Licensee's design, analysis, simulation, estimation, and/or testing  
526 constraints.

527

528 6.2 Activation Codes and Security.

529 6.2.1 Activation Code Required for Installation/Access and Continued

530 Use. Installation of and Access to the Licensed Materials may require, and the  
531 continued use thereof may from time to time require, activation codes issued by  
532 ROKOKO. Registration may be required before an activation code is issued by  
533 ROKOKO. Licensee will provide ROKOKO and its Reseller with any information  
534 required for such registration and agrees that any information provided to  
535 ROKOKO or its Reseller will be accurate and current. Licensee will also maintain  
536 and update Licensee's registration information, on an ongoing basis, through  
537 customer data registration processes, including without limitation the Customer  
538 Information Form, which may be provided by ROKOKO. Licensee acknowledges  
539 and agrees that ROKOKO may use such information in accordance with its  
540 Privacy Statement (as described or referenced in Section 4 (Privacy; Use of  
541 Information; Connectivity)).

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543                   6.2.2 Disabling Access. LICENSEE ACKNOWLEDGES AND  
544 AGREES THAT INSTALLATION OF AND ACCESS TO LICENSED  
545 MATERIALS MAY BE DISABLED BY THE ACTIVATION, SECURITY, AND  
546 TECHNICAL PROTECTION MECHANISMS IF LICENSEE TRIES TO  
547 TRANSFER ALL OR A PART OF THE LICENSED MATERIALS TO  
548 ANOTHER COMPUTER, IF LICENSEE TAMPERS WITH THE TECHNICAL  
549 PROTECTION MECHANISMS OR DATE-SETTING MECHANISMS ON A  
550 COMPUTER OR IN THE LICENSED MATERIALS, IF LICENSEE USES THE  
551 LICENSED MATERIALS PAST AN APPLICABLE STRATEGIC PROGRAM  
552 PERIOD OR FIXED TERM, OR IF LICENSEE UNDERTAKES CERTAIN  
553 OTHER ACTIONS THAT AFFECT THE SECURITY MODE OR UNDER  
554 OTHER CIRCUMSTANCES AND THAT, IN ANY SUCH EVENT,  
555 LICENSEE'S ACCESS TO LICENSEE'S WORK PRODUCT AND OTHER  
556 DATA MAY BE AFFECTED. MORE INFORMATION IS CONTAINED IN  
557 THE APPLICABLE LICENSED MATERIALS OR AVAILABLE FROM  
558 ROKOKO ON REQUEST.

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560                   6.2.3 Effect of Activation Codes. Licensee acknowledges and agrees  
561 that receipt of an activation code (whether or not provided to Licensee in error)  
562 will not constitute evidence of or affect the scope of Licensee's license rights.

563 Those rights will be only as set forth in this Agreement and the applicable License  
564 Identification.

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566           6.3 Affected Data. Work product and other data created with Licensed  
567 Materials made available under certain License Types, including licenses that limit  
568 the permitted purpose to educational purposes or personal learning purposes, may  
569 contain certain notices and limitations that make the work product and other data  
570 usable only in certain circumstances (e.g., only in the education field). In addition,  
571 if Licensee combines or links work product or other data created with such  
572 Licensed Materials with work product or other data otherwise created, then such  
573 other work product or data may also be affected by these notices and limitations.  
574 ROKOKO will have no responsibility or liability whatsoever if Licensee combines  
575 or links work product or other data created with such Licensed Materials with work  
576 product or other data otherwise created. In addition, Licensee will not remove, alter  
577 or obscure any such notices or limitations.

578

## 579           **7. Limitations of Liability**

580           7.1 Limitation on Type and Amount of Liability. IN NO EVENT  
581 WILL ROKOKO OR ITS SUPPLIERS HAVE ANY LIABILITY (DIRECTLY  
582 OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT,

583 CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS,  
584 USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION  
585 (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES  
586 OR OTHER LIABILITY). IN ADDITION, THE LIABILITY OF ROKOKO AND  
587 ITS SUPPLIERS ARISING OUT OF OR RELATING TO ANY ROKOKO  
588 MATERIALS, STRATEGIC PROGRAMS OR SERVICES WILL NOT  
589 EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE FOR SUCH  
590 ROKOKO MATERIALS, STRATEGIC PROGRAMS, OR SERVICES,  
591 RESPECTIVELY.

592  
593 7.2 Application of and Basis for Limitations. THE LIMITATIONS  
594 OF LIABILITY IN THIS SECTION 7 (LIMITATIONS OF LIABILITY) WILL  
595 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW  
596 TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND  
597 REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED  
598 FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION,  
599 NEGLIGENCE) OR OTHERWISE, EVEN IF ROKOKO HAS BEEN ADVISED  
600 OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF  
601 WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF  
602 THEIR ESSENTIAL PURPOSE. ALSO, LICENSEE AGREES THAT THE

603 LICENSE, STRATEGIC PROGRAM'S AND SERVICES FEES AND OTHER  
604 FEES CHARGED BY ROKOKO AND PAID BY LICENSEE ARE BASED ON  
605 AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY  
606 THIS SECTION 7 (LIMITATIONS OF LIABILITY) AND THAT THE  
607 LIABILITY LIMITATIONS IN THIS SECTION 7 (LIMITATIONS OF  
608 LIABILITY) ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT  
609 BETWEEN THE PARTIES.

610

611 **8. Term and Termination**

612 8.1 Term; Termination or Suspension. Each license under this  
613 Agreement, with respect to each specific set of Licensed Materials covered by this  
614 Agreement, will become effective as of the latest to occur of: (a) this Agreement  
615 becoming effective, (b) payment by Licensee of the applicable fees, excluding  
616 licenses (such as evaluation licenses) where no fees are required, (c) delivery of the  
617 specific Licensed Materials, and (d) in the case of ROKOKO Materials provided in  
618 connection with a Strategic Program , upon commencement of the applicable  
619 Strategic Program period or fixed term. Each of ROKOKO or Licensee may  
620 terminate this Agreement, Licensee's license as to Licensed Materials, Licensee's  
621 Strategic Program , and/or the provision of Services relating to the Licensed  
622 Materials if the other party is in breach of this Agreement and fails to cure such

623 breach within ten (10) days after written notice of the breach; however, if Licensee  
624 is in breach of Section 1 (License) or Section 2 (License Limitations; Prohibitions),  
625 ROKOKO may terminate this Agreement, Licensee's license as to Licensed  
626 Materials, Licensee's Strategic Program , and/or the provision of Services relating  
627 to the Licensed Materials immediately upon written notice of the breach. In  
628 addition, ROKOKO may, as an alternative to termination, suspend Licensee's  
629 license as to the Licensed Materials, Licensee's Strategic Program , the provision  
630 of Services relating to the Licensed Materials, and/or other ROKOKO obligations  
631 or Licensee rights under this Agreement (or under other terms, if any, relating to  
632 materials associated with the Licensed Materials), if Licensee fails to make a  
633 payment to ROKOKO or a Reseller or otherwise fails to comply with the  
634 provisions of this Agreement or other terms relating to any such license, Strategic  
635 Program , Services, or other associated materials. ROKOKO may also terminate  
636 this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes  
637 insolvent, or makes an arrangement with Licensee's creditors. This Agreement will  
638 terminate automatically without further notice or action by ROKOKO if Licensee  
639 goes into liquidation.

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

642

643                   8.2 Effect of Termination of Agreement or License. Upon termination  
644 or expiration of this Agreement, the licenses granted hereunder will terminate.  
645 Upon termination or expiration of any license granted to Licensee, Licensee must  
646 cease all use of ROKOKO Materials to which such license applies, any Strategic  
647 Program (including, without limitation, associated services), and any Services and  
648 Uninstall all copies of the ROKOKO Materials. At ROKOKO's request, Licensee  
649 agrees to destroy or return to ROKOKO or the Reseller from which they were  
650 acquired all ROKOKO Materials. ROKOKO reserves the right to require Licensee  
651 to show satisfactory proof that all copies of the ROKOKO Materials have been  
652 Uninstalled and, if so requested by ROKOKO, destroyed or returned to ROKOKO  
653 or the Reseller from which they were acquired. If Licensee's Strategic Program is  
654 terminated or expires, but this Agreement and Licensee's license to the Licensed  
655 Materials remains in effect, any rights of Licensee based on the Strategic Program  
656 (including, without limitation, rights with respect to Previous Versions) will  
657 terminate, and (unless otherwise authorized by the Strategic Program Terms)  
658 Licensee must comply with the obligations of Section 1.2.1 (Effect of Upgrades)  
659 with respect to (including the obligations to cease use of, Uninstall and destroy or  
660 return) all copies of such Previous Versions.

661

662 8.3 Survival. Sections 1.3 (Additional Terms), 1.4 (Other Materials),  
663 1.5 (Authorized Users), 1.6 (Third-Party Licensed Materials), 1.11 (APIs), 2.1.1  
664 (No License Granted;Unauthorized Activities), 2.1.4 (Effect of Unauthorized Use),  
665 2.2 (Circumvention), 3 (All Rights Reserved), 4 (Privacy; Use of Information;  
666 Connectivity), 5.2 (Disclaimer), 6 (Warnings), 7 (Limitations of Liability), 8 (Term  
667 and Termination), and 9 (General Provisions) and Exhibit A will survive any  
668 termination or expiration of this Agreement.

## 669 **9. General Provisions**

671 9.1 Notices. Notices in connection with this Agreement by either party  
672 will be in writing and will be sent by electronic mail, postal service, or a delivery  
673 service (such as UPS, FedEx or DHL), except that Licensee may not provide notice  
674 to ROKOKO of an ROKOKO breach or provide notice of termination of this  
675 Agreement by electronic mail. Notices from ROKOKO to Licensee will be  
676 effective (a) in the case of notices by email, one (1) day after sending to the email  
677 address provided to ROKOKO, or (b) in the case of notices by mail or delivery  
678 service, five (5) days after sending by regular post or delivery service to the  
679 address provided to ROKOKO. Licensee hereby consents to service of process  
680 being effected on Licensee by registered mail sent to the address set forth on  
681 Licensee's Customer Information Form (or, if no Customer Information Form has

682 been provided, Licensee's last address known by ROKOKO) if so permitted by  
683 applicable law. Notices from Licensee to ROKOKO will be effective (a) in the  
684 case of notices by email, one (1) day after sending to (and receipt by ROKOKO at)  
685 HI@ROKOKO.com, or (b) in the case of notices by mail or delivery service, when  
686 received by ROKOKO at ROKOKO APS, Sankt Gertruds Straede 6E, 1129  
687 Copenhagen, Denmark, Attention: Copyright Agent. If Licensee participates in a  
688 Strategic Program , either party may also provide notice as set forth in the Strategic  
689 Program Terms.

690  
691 9.2 Governing Law and Jurisdiction. This Agreement will be  
692 governed by and construed in accordance with the laws of Denmark. The laws of  
693 such jurisdictions shall govern without reference to the conflicts-of-laws rules  
694 thereof. The UN Convention on Contracts for the International Sale of Goods and  
695 the Uniform Computer Information Transaction Act shall not apply to (and are  
696 excluded from the laws governing) this Agreement. In addition, each party agrees  
697 that any claim, action or dispute arising under or relating to this Agreement will be  
698 brought exclusively in (and the parties will be subject to the exclusive jurisdiction  
699 of) the courts of Denmark. Nothing in the foregoing will prevent ROKOKO from  
700 bringing an action for infringement of intellectual property rights in any country  
701 where such infringement is alleged to occur.

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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 agreeing to any assignment of rights under this Agreement (including transferring any copies of or right to use the Software), (a) Licensee must provide written notice to ROKOKO, Uninstall all copies of the Software, and (without limitation of the generality of Section 9.7 (Audits)) allow ROKOKO or its designee to inspect the records, systems and facilities of (or operated for) Licensee and its subsidiaries and affiliates to verify (by any means available to ROKOKO,

722 whether remotely or on premises) that all copies of the Software have been  
723 Uninstalled, (b) the proposed assignee must agree to comply (and Licensee must  
724 ensure that the assignee will comply) with all of the obligations of this Agreement  
725 with respect to such Software, which agreement must provide that ROKOKO is a  
726 third-party beneficiary of the assignee's agreement, and the assignee must provide  
727 a copy of the agreement to ROKOKO, and (c) Licensee and proposed assignee  
728 must comply with all other transfer procedures identified by ROKOKO.

729

730           9.4 ROKOKO Subsidiaries and Affiliates. Licensee acknowledges  
731 and agrees that ROKOKO may arrange to have its subsidiaries and affiliates  
732 engage in activities in connection with this Agreement, including, without  
733 limitation, delivering ROKOKO Materials and providing Strategic Program's and  
734 Services, provided that ROKOKO (and not such subsidiaries and affiliates) will  
735 remain subject to the obligations of ROKOKO under this Agreement. Licensee  
736 also agrees that ROKOKO's subsidiaries and affiliates may enforce (including  
737 taking actions for breach of) this Agreement.

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739           9.5 Exceptions to Prohibitions; Severability.

740           9.5.1 Exceptions to Prohibitions. The prohibitions contained in this  
741 Agreement will not apply where and to the extent applicable law does not allow

742 such prohibitions to be enforced. Licensee may have other rights under the laws of  
743 the state or country within the Territory where the Licensed Materials are acquired,  
744 and this Agreement does not change Licensee's rights under the laws of such state  
745 or country if and to the extent the laws of such state or country do not permit this  
746 Agreement to do so. Licensee will bear the burden of proof to demonstrate that  
747 applicable law does not allow (i) the enforcement of such prohibitions; or (ii) this  
748 Agreement to change particular rights in a state or country (and that Licensee has  
749 not exceeded the bounds of the unenforceable prohibitions and unchangeable  
750 rights).

751  
752 9.5.2 Severability. If and to the extent any provision of this  
753 Agreement is held illegal, invalid, or unenforceable in whole or in part under  
754 applicable law, such provision or such portion thereof will be ineffective as to the  
755 jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its  
756 illegality, invalidity, or unenforceability and will be deemed modified to the extent  
757 necessary to conform to applicable law so as to give the maximum effect to the  
758 intent of the parties. The illegality, invalidity, or unenforceability of such provision  
759 in that jurisdiction will not in any way affect the legality, validity, or enforceability  
760 of such provision or any other provision of this Agreement in any other  
761 jurisdiction.

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

9.7 Audits. Licensee agrees that ROKOKO has the right to require an audit (electronic or otherwise) of the ROKOKO Materials and the Installation thereof and Access thereto. As part of any such audit, ROKOKO or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify Licensee's Installation of and Access to the ROKOKO Materials. Additionally, within fifteen (15) days of the audit request, Licensee will provide to ROKOKO all records and information requested by ROKOKO in order to verify Licensee's Installation of and Access to the ROKOKO Materials. Licensee will provide full cooperation to enable any such audit. If ROKOKO determines that Licensee's Installation of or Access to the ROKOKO Materials is not in conformity with the applicable agreements or terms of service, Licensee will obtain immediately and pay for valid license(s) to bring

782 Licensee's Installation and Access into compliance and pay the reasonable costs of  
783 the audit. In addition to such payment rights, ROKOKO reserves the right to seek  
784 any other remedies available at law or in equity.

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786 9.8 Language. The English language version of this Agreement is  
787 legally binding in case of any inconsistencies between the English version and any  
788 translations.

789

790 9.9 Construction. Ambiguities in this Agreement will not be construed  
791 against the drafter.

792

793 9.10 Force Majeure. ROKOKO will not be liable for any loss, damage  
794 or penalty resulting from delays or failures in performance resulting from acts of  
795 God, supplier delay or other causes beyond ROKOKO's reasonable control.

796

797 9.11 U.S. Government Rights. For U.S. Government procurements, all  
798 ROKOKO Materials are deemed to be commercial computer software as defined in  
799 FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19  
800 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202,  
801 "Rights in Commercial Computer Software or Commercial Computer Software

802 Documentation”, as applicable, and any successor regulations. Any use,  
803 modification, reproduction release, performance, display or disclosure of the  
804 ROKOKO Materials by the U.S. Government shall be solely in accordance with  
805 license rights and restrictions described herein.

806

807           9.12 Export Control. Licensee acknowledges and agrees that the  
808 ROKOKO Materials and Services (including any data submitted by Licensee in  
809 connection with a Service and any Licensee-specific output generated by a  
810 Service) are subject to the export control and trade sanctions laws, rules and  
811 regulations of the Denmark and may be subject to the export control and trade  
812 sanctions laws, rules and regulations of other countries, including but not limited to  
813 countries where Licensee is located or operates. Together, these Danish and other  
814 country laws, rules, and regulations are referred to as the “Export Control Laws.”  
815 Licensee will comply with the Export Control Laws in all respects.

816

817           9.13 Entire Agreement. This Agreement and any other terms  
818 referenced in this Agreement (such as the Strategic Program Terms and the  
819 Services Terms) constitute the entire agreement between the parties (and merge  
820 and supersede any prior or contemporaneous agreements, discussions,  
821 communications, agreements, representations, warranties, advertising or

822 understandings) with respect to the subject matter hereof, except that particular  
823 ROKOKO Materials may be subject to additional or different terms associated  
824 with such ROKOKO Materials. The parties acknowledge that, in entering into this  
825 Agreement, they are not relying on any agreements, discussions, communications,  
826 agreements, representations, warranties, advertising or understandings other than  
827 as expressly set forth in this Agreement. Licensee acknowledges and agrees that  
828 ROKOKO may add to or change the Strategic Program Terms and the Services  
829 Terms from time to time, provided that ROKOKO will provide written notice of  
830 the additions or changes (and may allow Licensee not to renew, may permit  
831 Licensee to terminate, and may offer other options with respect to Strategic  
832 Program s or Services) before the additions or changes are effective as to Licensee.  
833 In the event of a conflict between this Agreement and any other terms of  
834 ROKOKO (including, without limitation, the Strategic Program Terms, the  
835 Services Terms, or such additional or different terms), the other terms will apply.  
836 Terms stipulated by Licensee in any communication by Licensee which purport to  
837 vary this Agreement or such other terms will be void and of no effect unless agreed  
838 in a writing signed by an authorized representative of ROKOKO. Any other  
839 modifications to this Agreement will also be invalid unless agreed to in a writing  
840 signed by an authorized representative of ROKOKO.

841

842 **Exhibit A**

843 **Definitions**

844 1. “Access” or “Accessible” means, with respect to a computer  
845 program or other materials, (a) to use or execute the computer program or other  
846 materials or (b) to use or otherwise benefit from the features or functionality of the  
847 computer program or other materials.

848 2. “Agreement” means this License and Services Agreement,  
849 including all exhibits and schedules thereto, as the License and Services  
850 Agreement may be amended from time to time in accordance with the terms  
851 thereof.

852 3. “Authorized User” means any individual person who Installs or  
853 Accesses, or is authorized to Install or Access, any of the Licensed Materials.

854 4. “ROKOKO” means ROKOKO ELECTRONICS APS, a Danish  
855 corporation.

856 5. “ROKOKO License Manager” means the tool known as ROKOKO  
857 License Manager or any future ROKOKO tool for managing, monitoring or  
858 controlling Installation of or Access to ROKOKO Materials.

859 6. “ROKOKO Materials” means any materials distributed or made  
860 available by ROKOKO, directly or indirectly, including Software, Supplemental

861 Materials, User Documentation and Excluded Materials (whether or not licensed to  
862 Licensee).

863 7. “Computer” means (i) a single electronic device, with one or more  
864 central processing units (CPUs), that accepts information in digital or similar form  
865 and manipulates the information for a specific result based on a sequence of  
866 instructions, or (ii) a software implementation of such a device (or so-called virtual  
867 machine).

868 8. “Customer Information Form” means a form completed by or on  
869 behalf of Licensee and submitted to ROKOKO or a Reseller, directly or indirectly,  
870 in connection with Licensee’s order for a license of ROKOKO Materials, Strategic  
871 Program or Services.

872 9. “Educational Licensee” means a Licensee who is also (a) a  
873 Qualified Educational Institution, (b) Faculty, (c) Student or (d) Other Authorized  
874 Educational Licensee. An Educational Licensee may be required to show proof of  
875 eligibility if requested by ROKOKO. ROKOKO, in its sole discretion, retains the  
876 right to determine the eligibility of an Educational Licensee.

877 10. “Educational Purposes” means (i) in the case of a Qualified  
878 Educational Institution, Faculty or Other Authorized Educational Licensees,  
879 purposes directly related to learning, teaching, training, research and development  
880 that are part of the instructional functions performed by a Qualified Educational

881 Institution or Other Authorized Educational Licensee and (ii) in the case of  
882 Students, purposes related to learning, training, research or development.  
883 “Educational Purposes” does not include commercial, professional or any other  
884 for-profit purposes, except if otherwise authorized in writing by ROKOKO.

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

889 12. “Excluded Materials” means any materials, including Software,  
890 Supplemental Materials or User Documentation (and including, without limitation,  
891 any computer programs, modules or components of a computer program,  
892 functionality or features of a computer program, explanatory printed or electronic  
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905 or other storage medium.

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909 in the Licensed Materials (e.g., in an “About” box, license information dialog box,  
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913 on request. For clarification, License Identification does not include a designation,  
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1011 34. “Subscription” is the program offered generally by ROKOKO  
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1013 new versions of, and certain other support, services and training relating to  
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1019 and designs, and representations of elements used in drawings and designs (e.g.,  
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1023 the Software, such as fonts, and (d) Development Materials, application  
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1025 API Information).

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1032 European Free Trade Association, Territory means all the countries of the  
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1064

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1072 such primary copy of the Licensed Materials solely by Licensee’s Personnel, and  
1073 solely for Licensee’s Internal Business Needs. Licensee may also Install a single  
1074 additional copy of such Licensed Materials on one (1) additional Computer, on a  
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1079 person's usual work location and solely for Licensee's Internal Business Needs;  
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1089 Licensee may also Install additional copies of such Licensed Materials on  
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1094 such person Accesses the additional copy solely to perform work while away from  
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1115 primary Installed copy of the Software and Supplemental Materials are inoperable

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1126 Licensed Materials solely by the Educational Licensee solely for Educational  
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1138 Educational Purposes. An Educational Multi-seat Stand-alone License is for a  
1139 fixed term specified in the applicable License Identification or, if no such term is  
1140 specified, the term is thirty-six (36) months from Installation or as otherwise  
1141 authorized in writing by ROKOKO.

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1150 the maximum number of concurrent Authorized Users does not exceed the  
1151 Permitted Number of Authorized Users. An Educational Network License is for a  
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1153 specified, the term is thirty-six (36) months from Installation or as otherwise  
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1163 purposes. A Personal Learning License is for a fixed term specified in the  
1164 applicable License Identification. If no such term is specified, the term is thirteen  
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1169 may Install a copy of the specific release of the Licensed Materials designated in  
1170 the applicable License Identification on ten (10) Computers, subject to certain  
1171 functional limitations described in Section 6.3 (Affected Data), on a Stand-alone  
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1173 Licensee’s Personnel, solely for Evaluation Purposes, only so long as the  
1174 maximum number of concurrent Authorized Users does not exceed ten (10), and

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1177 the term is thirty (30) days from Installation or as otherwise authorized in writing  
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1185 License Type and Permitted Number. If ROKOKO identifies a license in the  
1186 applicable License Identification as being for a specified period or limited  
1187 duration, or as having a fixed term, or a rental license but no period, duration or  
1188 term is specified in the License Identification, the period, duration or term will be  
1189 ninety (90) days from Installation (or the period specified in Sections B.6  
1190 (Educational Network License), B.7 (Personal Learning License) or B.8  
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1192 described in those sections).

1193 10. Session Specific Network License. If the License Identification  
1194 identifies the License Type as a "Session Specific Network License", Licensee may

1195 install one (1) copy of the specific release of the Licensed Materials designated in  
1196 the applicable License Identification on a Computer and permit Access to such  
1197 Licensed Materials from multiple Computers through a Supported Virtualization  
1198 Application, on a Networked Basis, solely by Licensee's Personnel, solely for  
1199 Licensee's Internal Business needs, only so long as the maximum number of  
1200 concurrent Sessions does not exceed the Permitted Number or other limits imposed  
1201 by the ROKOKO License Manager tool (if any). For purposes of this Session  
1202 Specific Network License, (a) a "Session" is defined as a single interactive  
1203 information exchange between two Computers that are connected through a  
1204 Supported Virtualization Application, and (b) "Supported Virtualization  
1205 Application(s)" are those third party virtualization applications or methods that are  
1206 specifically identified as supported by ROKOKO in the User Documentation for  
1207 the Licensed Materials. With respect to the applicable Supported Virtualization  
1208 Application, Licensee agrees to activate any available session tracking mechanism,  
1209 not disable any such session tracking mechanism and to retain all records  
1210 generated by such session tracking mechanism. A Session Specific Network  
1211 License is for a perpetual term, except as other wise provided in this Agreement.

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# **EXHIBIT 2**

1216

## **Rokoko 2022 Pitch Deck**

1217

**Rokoko Pitch Deck**

Rokoko was founded by Jakob Balslev, Matias Sendergaard, and Anders Klok in March 2014 — the idea first occurred to the trio when they were at the National Film School of Denmark. Initially, they launched a Kickstarter campaign for the Smartsuit Pro. The mocap (motion capture) company has more than 50,000 users all over the world, ranging from indie creators to some of the biggest names in the business. Rokoko used this pitch deck to raise a \$3M strategic round which was specifically pulled together to bring the creators of Zepeto onto Rokoko's cap table. The funding round values Rokoko at over \$80 million, led by Naver Z, joined by two existing lead investors, VF Venture and North-East Venture, along with robotics specialist Thomas Visti (Universal Robots, MIR) and new board member Brett Blibby.

2022 • Series C

**About the Rokoko Pitch Deck**

Raised: \$3M  
Year: 2022  
Stage: Series C  
Investors: VC — Naver Z, VF Venture, North-East Venture, Thomas Visti (Universal Robots, MIR), Brett Blibby

**About Rokoko**

Rokoko develops consumer motion capture and animation technology.  
Industry: Software  
Tags: Motion Capture, VFX, Video, Film, Hardware, Animation, Software, SaaS  
Business Model: SaaS  
Customer Model: B2B  
Website: www.rokoko.com  
Legal Name: Rokoko

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1219

ROKOKO

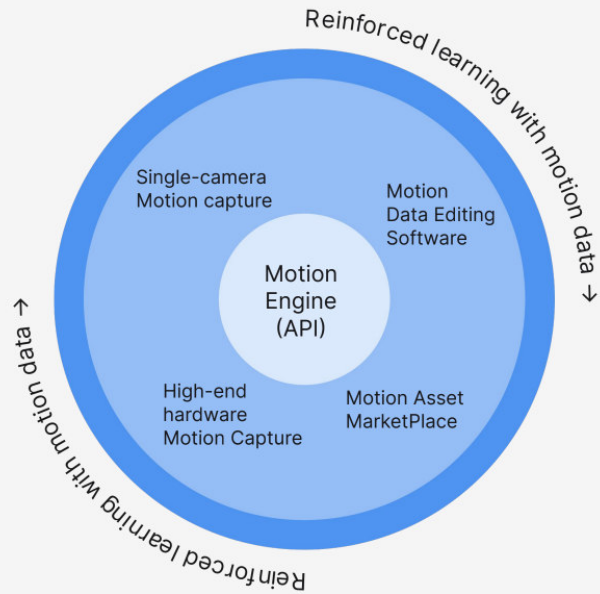
Investor Deck

July 2022

rokoko.com / hi@rokoko.com

## Solution: A one-stop-shop for digital movement.

An AI-infused, collaborative,  
easily accessible, vertically  
integrated motion platform.



1220

ROKOKO

Investor Deck

July 2022

rokoko.com / hi@rokoko.com

## From empowering creators..

### Creator economy

Equipping every creator  
with the power of animation

## ..to the backbone of all digital movement

### 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

1221

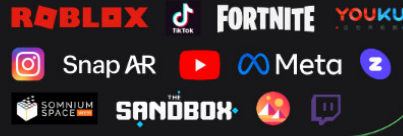
Opportunity in creator economy:

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

1222

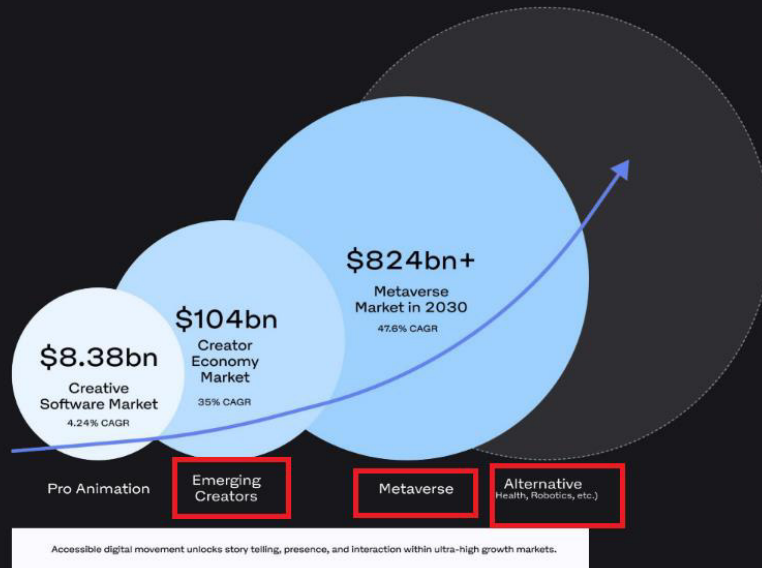
ROKOKO

Investor Deck

July 2022

rokoko.com / hi@rokoko.com

Digital human motion is a key need in multiple high-growth markets



Source

1223

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

## Commercial Flywheel

A collaborative, easy-to-use, input/output agnostic and vertically integrated platform

💡 All tools support users in creating, sharing and trading motion assets

**Motion capture**  
 Body + hands + face  
 AOV: \$3500+

**ROKOKO Studio (SaaS)**

	Starter	Plus	Pro	Custom
\$/seat	Free	\$20/m	\$50/m	Custom

**ROKOKO Motion Library**  
 80,000+ registered users

1224

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

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

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

● Number of mocap systems in the market  
 ● Number of assets created by our users per year

Year	Number of mocap systems in the market	Number of assets created by our users per year
2021	~10K	~10M
2022	~20K	~22.5M
2023	~45M	~45M
2024	90M	67.5M

1225

## 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

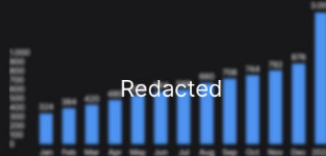
### Revenue growth over the last 3 years



### 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



1226

## Rokoko at a glance

Founded in  
**March 2014**  
Copenhagen,  
Denmark

Offices in  
Copenhagen  
(HQ), Athens,  
Tokyo & San  
Francisco

More than  
**50.000**  
Users in 100+  
countries


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

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

Customers  
include:  
**AIRBUS** **SONY**  
Adobe Microsoft  
Meta NETFLIX  
Snap Inc. Twitch  
Yale Disney




1227





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

+ Experience

Grow your career with Premium  
Try 1 month for \$0

**Connections**   
Grow your network




 **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 🚀





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

   221 30 comments


Reactions

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Most relevant ▾

 **Kræn Hansen** • 3rd+ 3y ...

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## **EXHIBIT 3**

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**Plaintiff never paid for or subscribed to**

1240

**teams, collection happened anyways**

1241

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

1242

```
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: QOUkPtVhyr5luYSPnkI1Ah_TYRugv9Y8AY2f7L21s-wI4boUauFz1Q==
JSON
{
  "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
          }
        }
      }
    ]
  }
}
```

1243

1244

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  
Newly Formed 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 4**

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

1259

**discovery**

1260

You've been sent large files

vgorospe@reedsmith.com  
To: vgorospe@reedsmith.com

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.

Right-click or tap and hold here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

## You've been sent large files

Gorospe, Valentino sent you large files. Download them before Sat, 11 Apr 2026 02:59 -0400.

### Files

- matthew-animation-entities-files.zip (836.6 MB)
- Shopify Receipts.zip (2.3 MB)
- Walsh - 2026-04-030 PROD2 ... Letter.pdf (206.4 KB)

[Download Files](#)

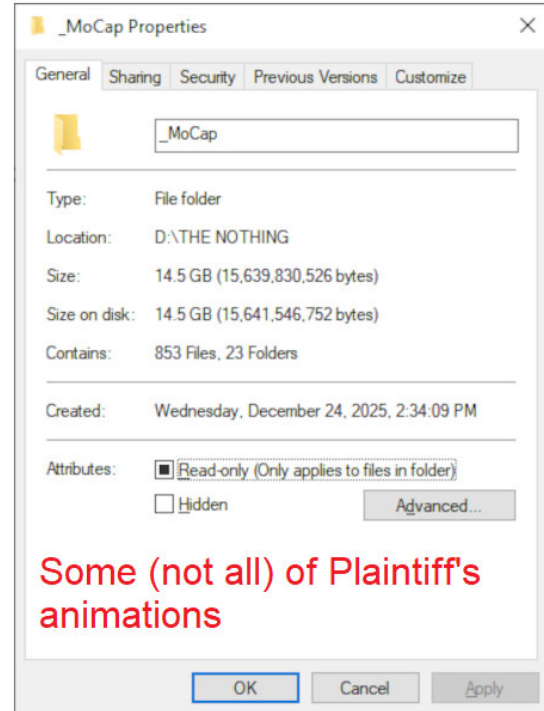
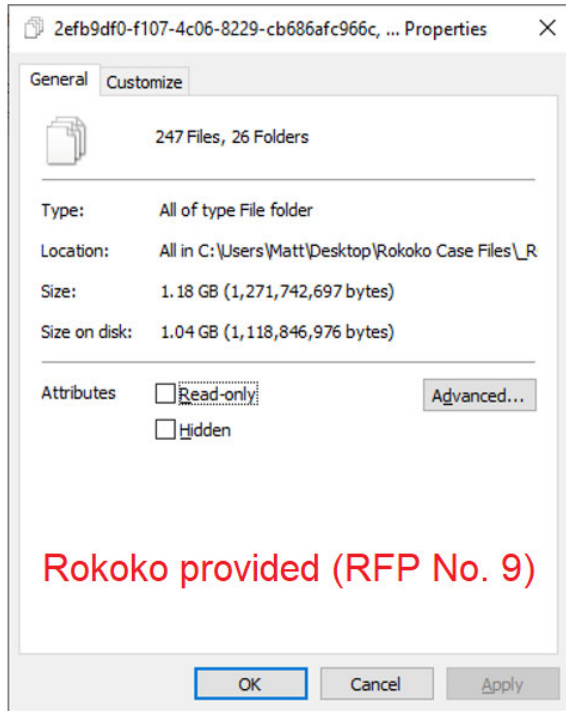
© 2016 - 2026 Mimecast Services Limited and affiliates. The information contained in this communication is confidential

1261

Search Results in Animations

0c3b5052-b6ca-47e9-a914-1ced90a150ab_1679287085225	5c6255da-ab95-4813-a500-045e9c9f4a43_1746320370630	9e9f009e-8806-456a-8c49-b168844b399b_1668117754028	0615a812-23a5-4da5-efc3-6f0dee5e0e0_1754621658035	6295496c-362b-4811-9228-16f00a4d4c1_1
0c3b5052-b6ca-47e9-a914-1ced90a150ab_1679287085225	5c6255da-ab95-4813-a500-045e9c9f4a43_1746320370630	9e9f009e-8806-456a-8c49-b168844b399b_1668117754028	0615a812-23a5-4da5-efc3-6f0dee5e0e0_1754621658035	6295496c-362b-4811-9228-16f00a4d4c1_1
0c3b5052-b6ca-47e9-a914-1ced90a150ab_1679287085225	5c6255da-ab95-4813-a500-045e9c9f4a43_1746320370630	9e9f009e-8806-456a-8c49-b168844b399b_1668117754028	0615a812-23a5-4da5-efc3-6f0dee5e0e0_1754621658035	6295496c-362b-4811-9228-16f00a4d4c1_1
0c3b5052-b6ca-47e9-a914-1ced90a150ab_1679287085225	5c6255da-ab95-4813-a500-045e9c9f4a43_1746320370630	9e9f009e-8806-456a-8c49-b168844b399b_1668117754028	0615a812-23a5-4da5-efc3-6f0dee5e0e0_1754621658035	6295496c-362b-4811-9228-16f00a4d4c1_1
0c3b5052-b6ca-47e9-a914-1ced90a150ab_1679287085225	5c6255da-ab95-4813-a500-045e9c9f4a43_1746320370630	9e9f009e-8806-456a-8c49-b168844b399b_1668117754028	0615a812-23a5-4da5-efc3-6f0dee5e0e0_1754621658035	6295496c-362b-4811-9228-16f00a4d4c1_1

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# **EXHIBIT 5**

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

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## ROKOKO STUDIO - STANDARD TERMS OF USE

Effective Date: 11/01/2022

### 1. PARTIES AND BACKGROUND

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

1.2 You are the “**Customer**” under these Standard Terms of Use (the “**Terms**”) if you are (a) an individual subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your employees. If you are an organization ordering Services, the individual who agrees to this

1289 Agreement on your behalf must have the authority to bind the organization and its  
1290 End Users to this Agreement.

1291

1292 1.3 You are the “**End User**” under the Terms if you are using the  
1293 Services in your capacity as an end user, including as an individual Customer or as  
1294 an individual authorized to use the Services by an organization who is a Customer.

1295

1296 1.4 If we do not specify whether certain language refers to an End  
1297 User or Customer, then our use of “**you**” refers to both End Users and Customers.

1298

1299 1.5 By registering an Account (as defined below) with us; by  
1300 installing, copying, accessing, downloading or otherwise using Software (as  
1301 defined below), or by using the Services, you agree to be bound by the Terms,  
1302 which we may update from time to time. Your continued use of the Services (or  
1303 any User Content downloaded from the Services) constitutes your consent to such  
1304 changes following to such updates. Please read this agreement carefully and check  
1305 the Terms periodically for changes. If you do not agree to the Terms and any later  
1306 changes thereto, you may not use the Services.

1307

1308 1.6 The Terms apply to your use of the Site and/or the Services and  
1309 shall govern the contractual relationship between you and us.

1310  
1311 1.7 The Terms apply to any updates or supplements to the Site and/or  
1312 the Services, unless they come with separate terms, in which case those terms  
1313 apply. If any open-source software is included in the Site or in the Services, the  
1314 terms of an open-source license may override some of the provisions of the Terms.  
1315 Certain features of the Services or Site may be subject to additional guidelines,  
1316 terms, or rules, which will be posted at the Site in connection with such features.  
1317 All such additional terms, guidelines, and rules are incorporated by reference into  
1318 the Terms and shall be deemed included in the contractual relationship.

1319  
1320 1.8 Personal data is subject to our Privacy Policy published at the Site  
1321 (currently at <https://www.rokoko.com/privacy-policy>), the terms of which are  
1322 incorporated herein by reference and shall be deemed included in the contractual  
1323 relationship. Please review our Privacy Policy to understand our practices.

1324

## 1325 2. REGISTRATION AND SUBSCRIPTIONS

1326

1327           2.1 Before the first use of the Services, you will be required to register  
1328 and create an account (“**Account**”) by providing the required information as  
1329 prompted at the Site. You must choose an e-mail address at which we can contact  
1330 you.

1331  
1332           2.2 Each End User is assigned unique login credentials that grant the  
1333 User access to the Services subscribed for. You are expressly forbidden from  
1334 allowing another individual to access the Services using the same login credentials.  
1335 Each End User account must correspond solely to one individual person. You are  
1336 responsible for keeping your login credentials including your password  
1337 confidential. This means, that you should not share it with anyone else, should not  
1338 permit or enable third parties to gain access to it, and that you shall take all steps  
1339 necessary to guarantee its confidentiality and security. If your password is lost,  
1340 misused, or otherwise compromised, or if you suspect that it has been lost,  
1341 misused, or otherwise compromised, you must notify us of this immediately via  
1342 our email to [support@rokoko.com](mailto:support@rokoko.com).

1343  
1344           2.3 We offer several subscription plans, each with differing  
1345 conditions, use limitations, and interfaces. Detailed description of the subscription  
1346 plans, including pricing and features, are available at

1347 <https://www.rokoko.com/studio/pricing>. You can find specific details regarding  
1348 your subscription within your Account. We reserve the right to modify, terminate  
1349 or otherwise amend our subscription plans at any time, in our sole and absolute  
1350 discretion, including to change the price of a subscription plan.

1351

1352           2.4 The subscription fees of the individual plans are subject to a  
1353 monthly/yearly subscription fee determined by the number of individual End Users  
1354 (identified by e-mail accounts) registered by the Customer for the specific  
1355 Account.

1356

1357           2.5 You must pay the subscription fee for the Services in accordance  
1358 with the subscription plan and/or the payment procedure provided on the Site or in  
1359 the Services, including any add-on fees. If we cannot charge your payment method  
1360 for any reason (such as expiration or insufficient funds), and you have not  
1361 cancelled your subscription, you will remain responsible for any uncollected  
1362 amounts, and we reserve the right to collect such amounts.

1363

1364           2.6 All subscription fees and any other payment under the Terms are  
1365 invoiced by us unless we notify you otherwise in writing. Unless otherwise  
1366 provided, all prices are in USD and are exclusive of value added tax (VAT) and

1367 other government taxes, banking fees, and regulatory fees that have been or are  
1368 later imposed.

1369

### 1370 3. USER CONTENT

1371

1372 3.1 You are solely responsible for all information and content that you  
1373 create/generate using, submit to use, or use with or store within the Site and/or  
1374 Services (including animations, 3D models, images, audio, and related content, as  
1375 well as user comments) (“**User Content**”). We accept no responsibility for any  
1376 User Content created or uploaded by you or other End Users, and you create and  
1377 use such User Content at your own risk. We accept no responsibility for any User  
1378 Content and give no warranty that the User Content is accurate, complete, useful  
1379 for any purpose (direct or implied) that may be published at the Site. Except as  
1380 otherwise set forth in the Terms, we do not claim ownership over any User  
1381 Content.

1382

1383 3.2 You are solely responsible for ensuring that any User Content you  
1384 submit to the Services complies with any applicable laws and third-party rights,  
1385 including to any intellectual property, privacy, and publicity rights and laws, and  
1386 that all required notices have been provided to, and required consents and releases

1387 have been obtained from, individuals who are the subject of, or owners of, any  
1388 User Content. We reserve the right (but have no obligation) to review any User  
1389 Content and its compliance with the Terms. We have the right to take in our  
1390 discretion any measures to protect us against any such violation, including to stop  
1391 providing you with the Services, deny you access to the Site, Services and/or to  
1392 your Account, and/or terminate your Account or subscription.

1393

1394 3.3 You agree to bear all risks associated with your User Content and  
1395 the licensing thereof. You are solely responsible for safeguarding your User  
1396 Content, and we have no duty to store copies of User Content for availability to  
1397 you or any user after such User Content has been deleted or an Account has been  
1398 closed except as otherwise provided under the Terms.

1399

1400 3.4 You agree that we may collect and use (i) User Content, (ii)  
1401 metrics regarding your use of the Services, including evaluating how you use the  
1402 Services (“**Usage Data**”), (iii) technical data, and (iv) related information that is  
1403 gathered periodically, to improve the Services, including to facilitate new features  
1404 or improve existing features, to facilitate the provision of software updates, for  
1405 product support purposes, and to provide other services (if any) to you related to  
1406 the Services.

1407

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#### 4. USAGE LICENSE AND POLICY

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4.1 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.

4.2 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 and in our sole discretion, and that the Terms will apply to any updated versions.

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

1427           4.4 You agree not to access (or attempt to access) the Services by any  
1428 means other than through the interface that is provided by us, unless you have been  
1429 specifically allowed to do so in a separate agreement with us. You specifically  
1430 agree not to access (or attempt to access) any part of our Services through any  
1431 automated means (including use of scripts, crawlers, or similar technologies from  
1432 time to time).

1433  
1434           4.5 No use of the Services or User Content may: (i) infringe,  
1435 misappropriate, or violate a third party's patent, copyright, trademark, trade secret,  
1436 moral rights, or other intellectual property rights, or rights of publicity or privacy;  
1437 (ii) violate, or encourage any conduct that would violate, any applicable law or  
1438 regulation or would give rise to liability of any kind; (iii) be fraudulent, false,  
1439 misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or  
1440 offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm  
1441 against any individual or group; (vi) promote violence or actions that are  
1442 threatening to any other person; or (vii) promote illegal or harmful activities or  
1443 substances.

1444  
1445           4.6 You agree that you will not use the Services to (i) decompile,  
1446 disassemble, reverse engineer, copy, or transfer the Services (or otherwise extract

1447 knowledge from or create derivative works of the Services), (ii) transmit or  
1448 otherwise make available any unsolicited or unauthorized advertising, promotional  
1449 materials, or any other form of solicitation; (iii) use the Services in a manner that  
1450 (a) is likely to interrupt, suspend, slow down or hinder the continuity of the  
1451 Services, (b) constitutes an intrusion or attempt to break into the Services, (c) will  
1452 divert of the Services' system resources, (d) may place a disproportionate load on  
1453 the infrastructure of the Services, or (e) constitutes an attack on security and  
1454 authentication measures of the Services; or (iv) attack the operational capacity of  
1455 the Site or Services by any means, such as: sending mass e-mails (spam); carrying  
1456 out hacking attempts or brute-force attacks; using or sending spy software,  
1457 facilitate any viruses, trojan horses, worms or other computer programming  
1458 routines that may damage, detrimentally interfere with, surreptitiously intercept or  
1459 expropriate any system, data or information.

1460

1461 4.7 You must use all reasonable efforts to prevent any unauthorized  
1462 access to, or use of, the Site and/or Services and, in the event of any such  
1463 unauthorized access or use, promptly notify us.

1464

1465 4.8 You agree to inform us promptly about any legal complaint, claim  
1466 or action related to the User Content you have uploaded using the Services.

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## 5. ROKOKO ASSETS

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5.1 The license to use the Services includes a license to the assets

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provided/made available by us as part of the Services (“**Rokoko Assets**”). Rokoko

1472

Assets can be both sample data/assets produced and owned by us as well as Motion

1473

Library Assets owned by third parties. The license to each Rokoko Asset is limited

1474

to the period in which you have an Account. Unless otherwise stated, the definition

1475

of "Services" in the Terms also covers/includes Rokoko Assets.

1476

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5.2 The Services permit you to collaborate with other End Users,

1478

including sharing Rokoko Assets (and User Content) between Rokoko Studio

1479

Teams (as such Rokoko Studio Teams are used and defined in/by use of the

1480

Services). You represent and warrant to always respect the rights in and license

1481

terms of any Rokoko Assets (and/or User Content) purchased, shared by/with you,

1482

or otherwise used with/in the Services.

1483

1484

5.3 You may download and make copies of the Rokoko Assets for

1485

legitimate purposes, including back-up purposes, subject to the Terms. In addition,

1486

we acknowledge that copies of the Rokoko Assets may be made when the Rokoko

1487 Assets have been integrated as part of digital media productions. Unless expressly  
1488 provided for in the license terms of the specific Rokoko Asset, you may not  
1489 reproduce, distribute, sublicense, rent, lease or lend any Rokoko Asset other than  
1490 as follows from the above.

1491

## 1492 **6. INTELLECTUAL PROPERTY RIGHTS**

1493

1494 6.1 The Terms do not grant you any rights in connection with any  
1495 trademarks or service marks of us or our suppliers.

1496

1497 6.2 All title and intellectual property rights in and to the Services  
1498 (including Software, images, photographs, animations, graphics, 3D graphics,  
1499 video, audio, music, text, and tutorials incorporated into the Services), the  
1500 accompanying printed materials, and any copies of the Services, are owned by us.  
1501 All rights not expressly granted are reserved by us.

1502

1503 6.3 You retain all your rights to User Content and are responsible for  
1504 protecting those rights. You grant us the right to access, use, or modify such User  
1505 Content only as necessary to provide the Services and carry out our obligations

1506 under the Terms, including to correct errors of the Software and Services and for  
1507 statistical purposes.

1508

1509 **7. DATA PROTECTION AND PROCESSING OF PERSONAL**  
1510 **DATA**

1511

1512 7.1 We base the processing of your personal data on legitimate  
1513 interest under applicable data protection law, to provide you with the necessary  
1514 functionality required during the use of the Site and/or Services and to develop and  
1515 improve the Site and/or Services.

1516

1517 **8. TERM AND TERMINATION**

1518

1519 8.1 Your license, subscription plan, and payment obligation will  
1520 renew automatically until you cancel them. Subscription prices may change and  
1521 will renew at the then-applicable subscription cost. To avoid billing for a renewed  
1522 subscription period, you must cancel or downgrade your subscription before the  
1523 lapse of the existing subscription period. Any downgrade shall take effect at the  
1524 beginning of the next subscription period. Please be aware, that after downgrading

1525 you will lose the right to use certain Services available only under the relevant  
1526 subscription plan and that may affect your ability to use your projects.

1527

1528           8.2 If you fail to comply with the terms and conditions of the Terms  
1529 or in any way abuse or misuse the Software or Services, we may terminate the  
1530 license, including all license rights granted herein, with immediate effect. If you  
1531 breach the Terms or applicable law, we may also terminate your Account or your  
1532 access to the Site and/or the Services immediately at any time.

1533

1534           8.3 In the event of a breach of the Terms, we have the right to sue for  
1535 infringement and/or breach of contract, for which we will seek all damages and  
1536 remedies available including attorney's fees and all associated costs plus all  
1537 estimated current and future earnings incurred by you due to the abuse or misuse.

1538

1539           8.4 Upon termination of the license, we have the right, but not the  
1540 obligation, to permanently delete your Account. Such deletion will also delete your  
1541 User Content. We have no obligation to maintain your User Content, and we have  
1542 no liability for any terminated use of the Site or Services, including for termination  
1543 of your Account or deletion of your User Content.

1544

1545 **9. PUBLICITY**

1546  
1547 9.1 Each Party hereby gives its consent to publication of the other  
1548 Party's name for marketing purposes.

1549  
1550 **10. DISCLAIMER OF WARRANTIES**

1551  
1552 10.1 YOU UNDERSTAND AND ACCEPT THAT YOUR USE OF  
1553 THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES AND  
1554 SOFTWARE ARE, TO THE MAXIMUM EXTENT PERMITTED BY  
1555 APPLICABLE LAW, PROVIDED "AS IS" WITHOUT WARRANTY OF ANY  
1556 KIND. IN PARTICULAR, WE, OUR SUBSIDIARIES, HOLDING COMPANIES  
1557 AND AFFILIATES, AND THEIR LICENSORS, DO NOT REPRESENT OR  
1558 WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL  
1559 MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL  
1560 BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C)  
1561 ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE  
1562 OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT  
1563 DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE  
1564 PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

1565

1566

10.2 YOUR USE OF THE SERVICES IS AT YOUR OWN

1567

DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR

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ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE, OR

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LOSS OF DATA THAT RESULTS FROM SUCH USE.

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10.3 TO THE MAXIMUM EXTENT PERMITTED BY

1572

APPLICABLE LAW, YOU FURTHER EXPRESSLY DISCLAIM ALL

1573

WARRANTIES TERMS AND CONDITIONS OF ANY KIND, WHETHER

1574

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY

1575

IMPLIED WARRANTIES TERMS AND CONDITIONS OF

1576

MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A

1577

PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO

1578

THE SERVICES.

1579

1580

## 11. LIMITATION OF LIABILITY

1581

1582

11.1 THE LIABILITY OF US AND OUR SUBSIDIARIES,

1583

HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES

1584

TOWARDS YOU FROM ALL CAUSES OF ACTION AND UNDER ALL

1585 THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO  
1586 THE AMOUNTS PAID TO US BY YOU IN THE PAST SIX MONTHS FOR  
1587 THE SERVICES RELATING TO THE DISPUTE. IN NO EVENT SHALL WE  
1588 OR OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES  
1589 AND OTHER AFFILIATES BE LIABLE TO YOU FOR ANY SPECIAL,  
1590 INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES  
1591 (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO  
1592 EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS  
1593 ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR  
1594 USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY  
1595 CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING  
1596 NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR  
1597 NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR  
1598 DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY  
1599 EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE TERMS IS FOUND  
1600 TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

1601  
1602 11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE,  
1603 OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND  
1604 AFFILIATES, AND THEIR LICENSORS SHALL NOT BE LIABLE TO YOU

1605 FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU,  
1606 INCLUDING LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE  
1607 PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE  
1608 OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR  
1609 TRANSACTION BETWEEN YOU AND US OR ANY DEVELOPER,  
1610 ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE  
1611 SERVICES; OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN  
1612 THE PROVISION OF THE SERVICES; (III) THE DELETION OF,  
1613 CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER  
1614 COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR  
1615 THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO  
1616 PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;

1617

## 1618 12. AMENDMENTS

1619

1620 12.1 We reserve the right to amend the terms and conditions of the  
1621 Terms at any time with 1 (one) month prior notice. The most recent version of the  
1622 Terms may be found at <https://www.rokoko.com/terms>.

1623

## 1624 13. EXPORT RESTRICTIONS

1625

1626

13.1 Rokoko Assets available as part of the Services may be subject to

1627

laws, administrative regulations, and executive orders of those authorities

1628

responsible according to any applicable laws relating to the control of imports and

1629

exports of the Rokoko Assets (“**Export Laws**”). You agree to comply with all

1630

applicable Export Laws and you shall not export or re-export directly or indirectly

1631

(including via remote access) any part of the Rokoko Assets to anyone in any

1632

country to which a license is required under the Export Laws without first

1633

obtaining a license.

1634

1635

#### 14. VENUE AND APPLICABLE LAW

1636

1637

14.1 The Terms and our relationship under the Terms shall be

1638

governed by the laws of Denmark without regard to its conflict of laws provisions.

1639

Any dispute arising out of or in connection with the Terms, including any disputes

1640

regarding the existence, validity or termination thereof, shall be settled by

1641

simplified arbitration arranged by The Danish Institute of Arbitration in

1642

accordance with the rules of simplified arbitration procedure adopted by The

1643

Danish Institute of Arbitration and in force at the time when such proceedings are

1644

commenced. Notwithstanding this, you agree that we are allowed to apply for

1645 injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction  
1646 without providing security.

1647

1648

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1651

# EXHIBIT 6

1652

1653

**Plaintiff's animations took incredible amounts of time, money, creativity,**

1654

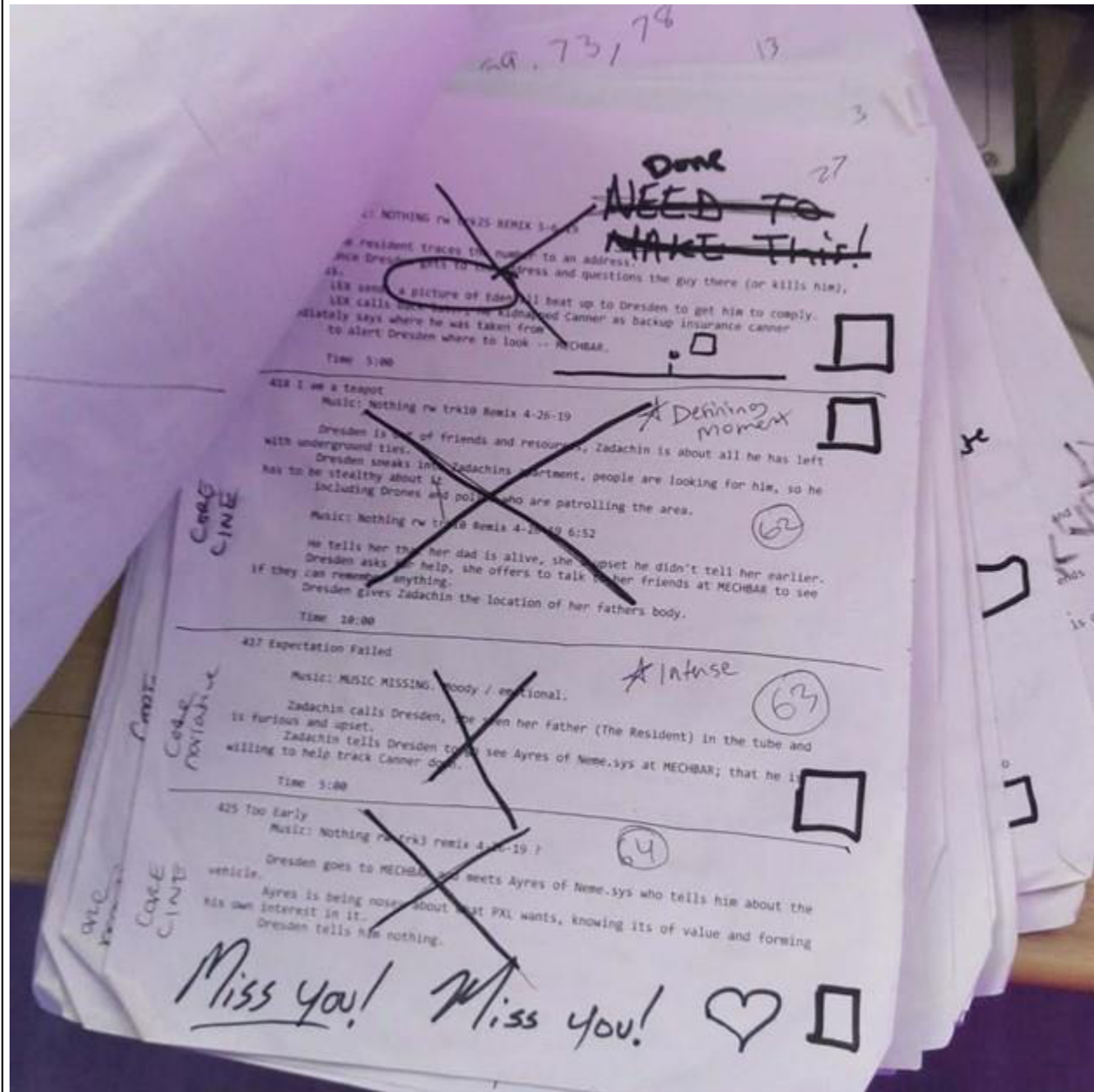
**engineering and effort.**

1655

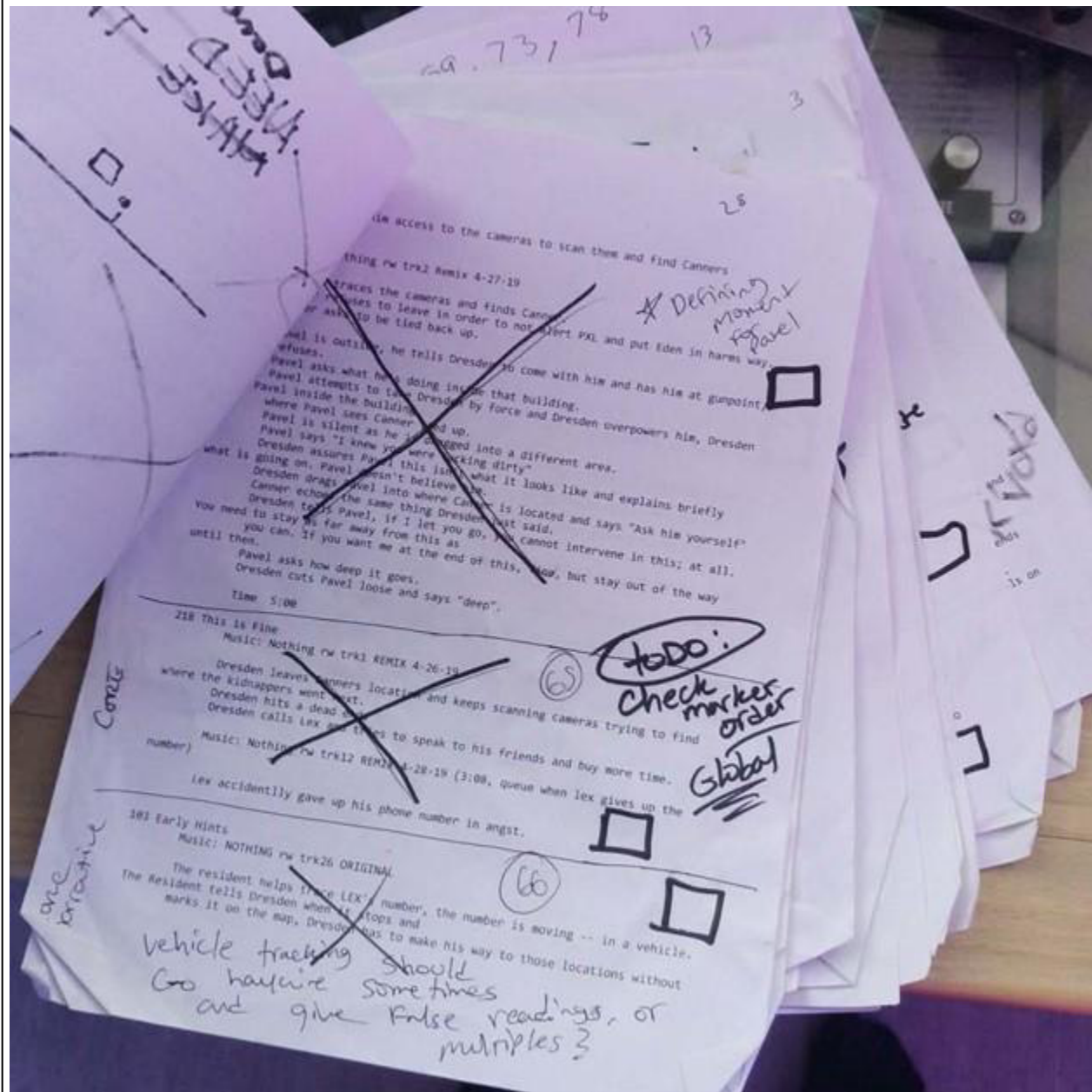


1656

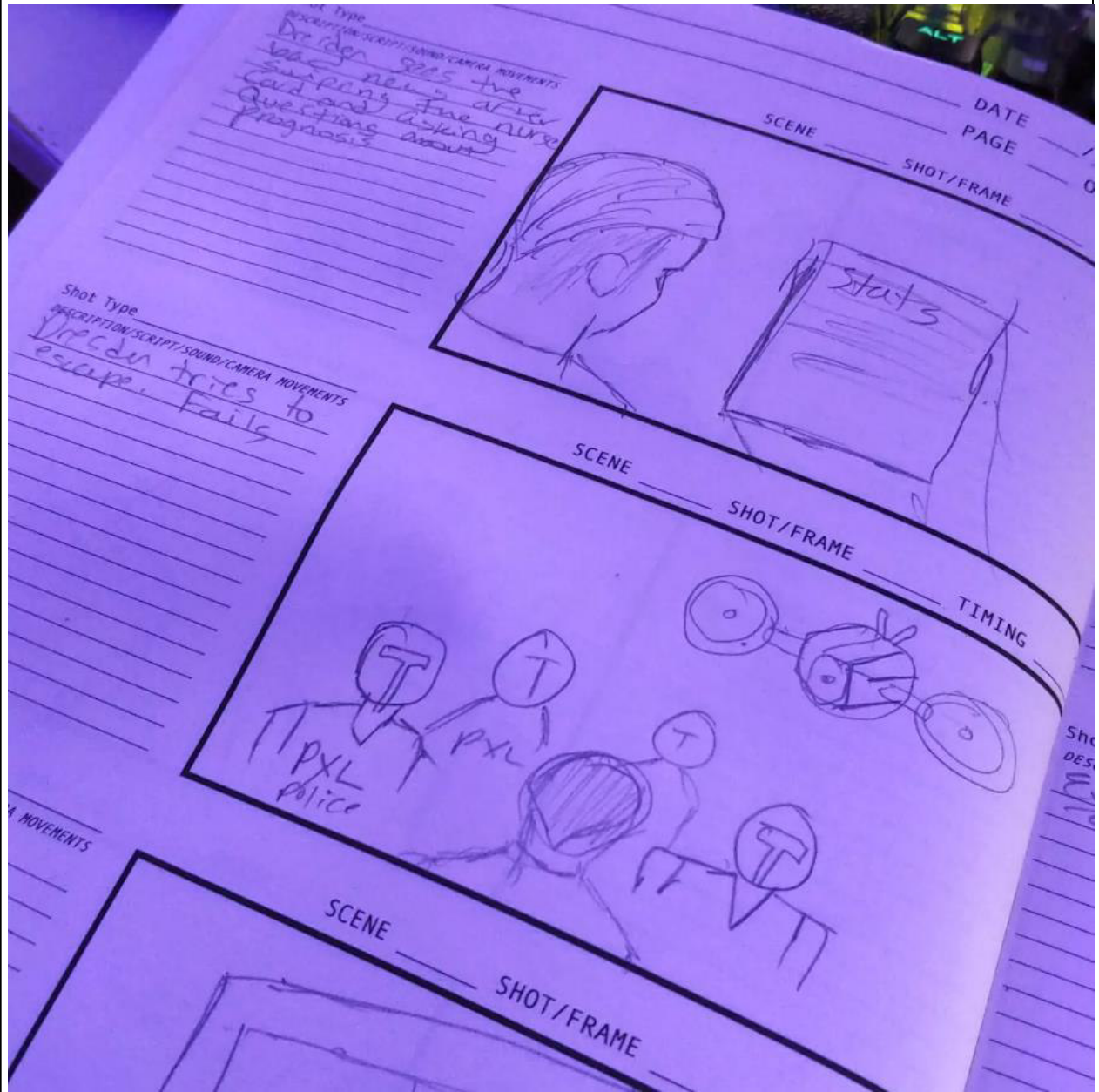




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1661



1662



1663



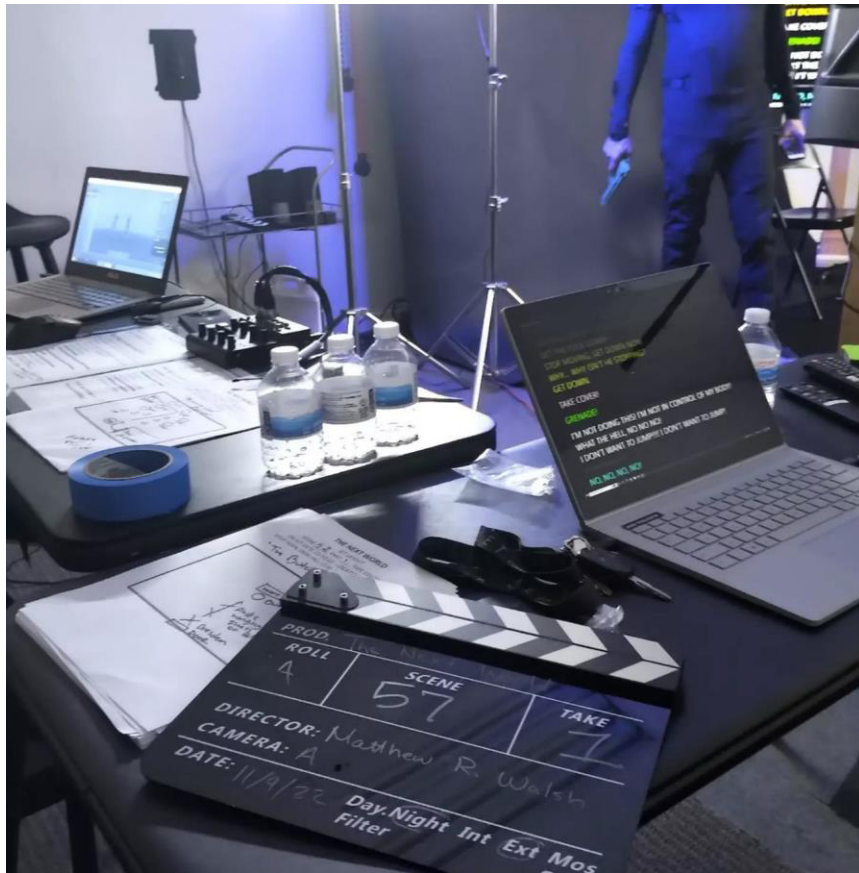
1664



1665



1666



1667

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

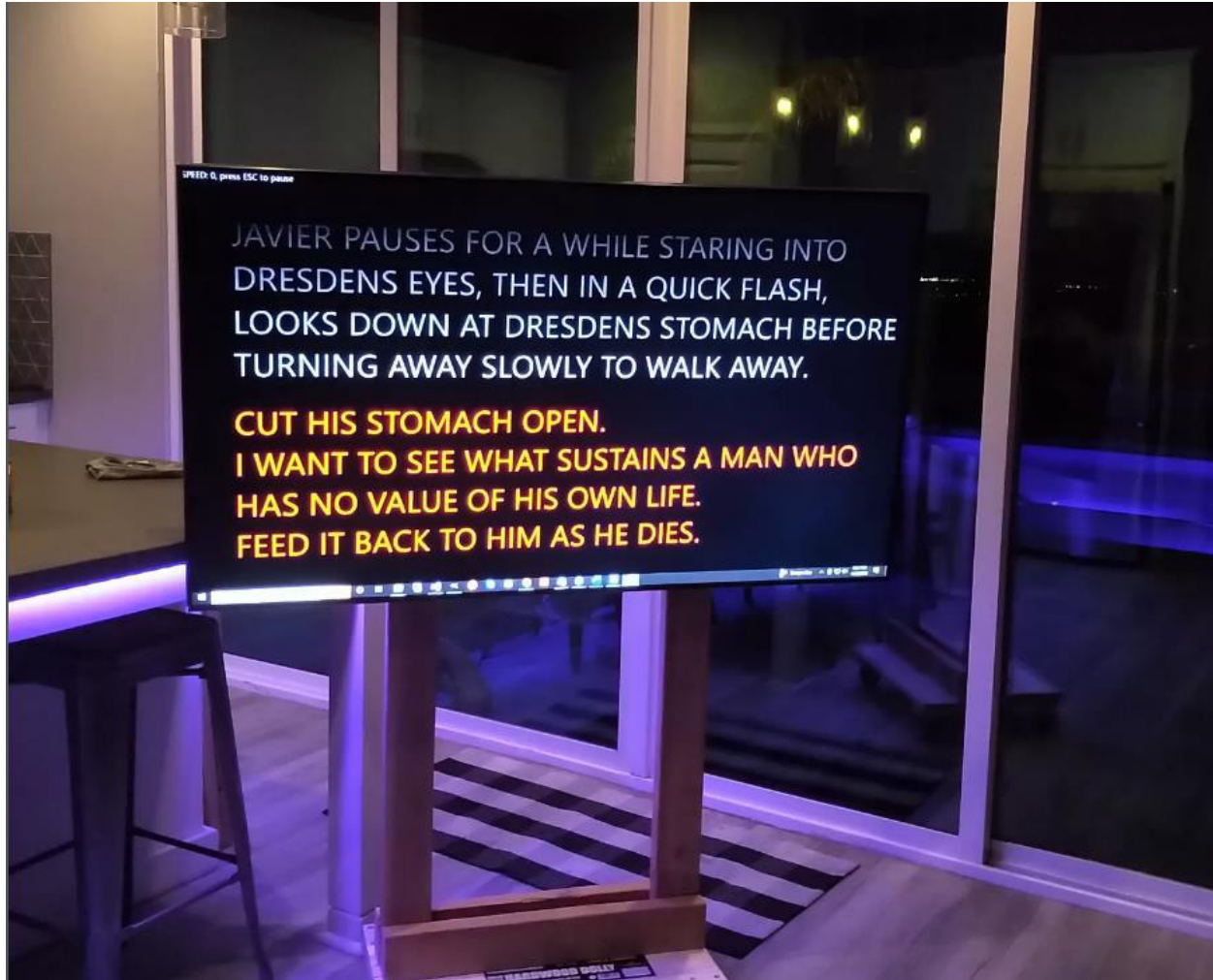
Required Quantity	Confirmed Packed	Description	Requires Charge?	Confirm Full Charge
2		Rokoko Smartsuit Pro's		
2		Sets of Rokoko Smartgloves	Y	
2		Facial mocap helmets	Y	
2		Akaso 4k facial capture camera		
2		Battery units for Rokoko Suits	Y	
2		Clothing microphone	Y	
2		Ear microphone	Y	
2		Audio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

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# **EXHIBIT 7**

1680

**Rokoko notified users in 2025 that they are self-granting retroactive**

1681

**I.P. rights**

1682

Updates to Our Terms of Use



Rokoko <hi@rokoko.com>  
To Matthew Walsh

Reply Reply All Forward ...

Thu 2/20/2025 7:00 AM

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

# ROKOKO

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

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

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

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

All the best,

The Rokoko Team

Connected [window icon] [grid icon] - [slider] + 150%

1683

1684

1685

1686

# **EXHIBIT 8**

1687

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

1688

1689 ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE  
1690 Effective Date: 22 March 2025

1691  
1692 1. PARTIES AND BACKGROUND  
1693

1694 1.1 Rokoko Electronics ApS is a company existing and organized under the laws of Denmark (in these Terms of  
1695 Use Rokoko Electronics ApS shall be referred to as the Company, we, us, or any similar expression). You may  
1696 contact us through e-mail at support@rokoko.com. We have developed and operate the Rokoko Studio platform  
1697 located at <https://www.rokoko.com/studio> (Site) and the Rokoko Vision platform located at  
1698 <https://www.rokoko.com/products/vision> (Site), which allows users to create, store, and share 3D assets  
1699 (collectively, with all other services accessible through the Site, referred to as the Services).  
1700

1701 1.2 You are the “Customer” under these Standard Terms of Use (the “Terms”) if you are (a) an individual  
1702 subscribing to Services; or (b) an organization subscribing to Services to be used by one or more of your employees.  
1703 If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf must have  
1704 the authority to bind the organization and its End Users to this Agreement.  
1705

1706 1.3 You are the “End User” under the Terms if you have a Rokoko ID and have been using the Services in your  
1707 capacity as an end user, including as an individual Customer or as an individual authorized to use the Services by an  
1708 organization who is a Customer.  
1709

1710 1.4 If we do not specify whether certain language refers to an End User or Customer, then our use of “you” refers  
1711 to both End Users and Customers.  
1712

1713 1.5 By registering an Account (as defined below) with us; by installing, copying, accessing, downloading or  
1714 otherwise using Software (as defined below), or by using the Services, you agree to be bound by the Terms, which  
1715 we may update from time to time. Your continued use of the Services (or any User Content downloaded from the  
1716 Services) constitutes your consent to such changes following to such updates. Please read this agreement carefully  
1717 and check the Terms periodically for changes. If you do not agree to the Terms and any later changes thereto, you  
1718 may not use the Services.  
1719

1720 1.6 The Terms apply to your use of the Site and/or the Services and shall govern the contractual relationship  
1721 between you and us.  
1722

1723 1.7 The Terms apply to any updates or supplements to the Site, Software and/or the Services, unless they come  
1724 with separate terms, in which case those terms apply. If any open-source software is included in the Site, Software  
1725 or in the Services, the terms of an open-source license may override some of the provisions of the Terms. Certain  
1726 features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted at the  
1727 Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference  
1728 into the Terms and shall be deemed included in the contractual relationship.  
1729

1730 1.8 Personal data is subject to our Privacy Policy published at the Site (currently at  
1731 <https://www.rokoko.com/privacy-policy>  
1732

1733 1.9 The terms of which are incorporated herein by reference and shall be deemed included in the contractual  
1734 relationship. Please review our Privacy Policy to understand our practices.  
1735

1736 2. REGISTRATION AND SUBSCRIPTIONS  
1737

1738 2.1 Before the first use of the Services, you will be required to register and create an account (“Account”) by  
1739 providing the required information as prompted at the Site. You must choose an e-mail address at which we can  
1740 contact you.  
1741

1742 2.2 Each End User is assigned unique login credentials that grant the User access to the Services subscribed for.  
1743 You are expressly forbidden from allowing another individual to access the Services using the same login  
1744 credentials. Each End User account must correspond solely to one individual person. You are responsible for  
1745 keeping your login credentials including your password confidential. This means, that you should not share it with  
1746 anyone else, should not permit or enable third parties to gain access to it, and that you shall take all steps necessary  
1747 to guarantee its confidentiality and security. If your password is lost, misused, or otherwise compromised, or if you  
1748 suspect that it has been lost, misused, or otherwise compromised, you must notify us of this immediately via our  
1749 email to support@rokoko.com.  
1750

1751 2.3 We offer several subscription plans, each with differing conditions, use limitations, and interfaces. Detailed  
1752 description of the subscription plans, including pricing and features, are available at  
1753 <https://www.rokoko.com/studio/pricing>. You can find specific details regarding your subscription within your  
1754 Account. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our  
1755 sole and absolute discretion, including to change the price of a subscription plan.  
1756

1757 2.4 The subscription fees of the individual plans are subject to a monthly/yearly subscription fee determined by the  
1758 number of individual End Users (identified by e-mail accounts) registered by the Customer for the specific Account.  
1759

1760 2.5 You must pay the subscription fee for the Services in accordance with the subscription plan and/or the payment  
1761 procedure provided on the Site or in the Services, including any add-on fees. If we cannot charge your payment  
1762 method for any reason (such as expiration or insufficient funds), and you have not cancelled your subscription, you  
1763 will remain responsible for any uncollected amounts, and we reserve the right to collect such amounts.  
1764

1765 2.6 All subscription fees and any other payment under the Terms are invoiced by us unless we notify you otherwise  
1766 in writing. Unless otherwise provided, all prices are in USD and are exclusive of value added tax (VAT) and other  
1767 government taxes, banking fees, and regulatory fees that have been or are later imposed.  
1768

### 1769 3. USER CONTENT

1770  
1771 3.1 You are solely responsible for all information and content that you create/generate using, submit to use, or use  
1772 with or store within the Site and/or Services (including animations, 3D models, images, audio, and related content,  
1773 as well as user comments) (“User Content”). We accept no responsibility for any User Content created or uploaded  
1774 by you or other End Users, and you create and use such User Content at your own risk. We accept no responsibility  
1775 for any User Content and give no warranty that the User Content is accurate, complete, useful for any purpose  
1776 (direct or implied) that may be published at the Site. Except as otherwise set forth in the Terms, we do not claim  
1777 ownership over any User Content.  
1778

1779 3.2 You are solely responsible for ensuring that any User Content you submit to the Services complies with any  
1780 applicable laws and third-party rights, including to any intellectual property, privacy, and publicity rights and laws,  
1781 and that all required notices have been provided to, and required consents and releases have been obtained from,  
1782 individuals who are the subject of, or owners of, any User Content. We reserve the right (but have no obligation) to  
1783 review any User Content and its compliance with the Terms. We have the right to take in our discretion any  
1784 measures to protect us against any such violation, including to stop providing you with the Services, deny you  
1785 access to the Site, Services and/or to your Account, and/or terminate your Account or subscription.  
1786

1787 3.3 You agree to bear all risks associated with your User Content and your licensing thereof. You are solely  
1788 responsible for safeguarding your User Content, and we have no duty to store copies of User Content for availability  
1789 to you or any user after such User Content has been deleted or an Account has been closed except as otherwise  
1790 provided under the Terms.  
1791

1792 3.4 You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services,  
1793 including evaluating how you use the Services, which shall be referred to as “Usage Data”, (iii) technical data, and  
1794 (iv) related information that is gathered periodically, (a) to provide the Services, (b) to improve the Services,  
1795 including developing new features/Services or improving existing features, technologies or products, to facilitate the

1796 provision of updates, for product support purposes, (c) to improve any other services or products provided by the  
1797 Company and (d) to sub-license this to third parties in an anonymized form never to be redistributed in its original  
1798 form strictly for the purpose of developing and improving their services or products  
1799

1800 4. USAGE LICENSE AND POLICY TO SERVICES  
1801

1802 4.1 Subject to the Terms and for as long as you have a valid Account with us, we grant you a limited, revocable,  
1803 non-exclusive, non-sublicensable, and non-transferable license to use the Services as they are provided to you by us,  
1804 only as set forth in the Terms. Under the license you may use the Site and/or the Services in accordance with the  
1805 terms stipulated hereunder within any territory from which you have access to the Site and/or the Services.  
1806

1807 4.2 All software and software-as-a-service (SaaS) used in connection with the Services ("Software") is proprietary  
1808 to us or to third parties, and any use, redistribution, sale, de-compilation, reverse engineering, disassembly,  
1809 translation, or reduction of the Software is prohibited. The Software is licensed, not sold. You agree that we may  
1810 update the Software without notice, at any time and in our sole discretion, and that the Terms will apply to any  
1811 updated versions.  
1812

1813 4.3 End User is granted a license to install and use the Software on an unlimited number of computers of End User.  
1814

1815 4.4 You agree not to access (or attempt to access) the Services by any means other than through the interface that is  
1816 provided by us, unless you have been specifically allowed to do so in a separate agreement with us. You specifically  
1817 agree not to access (or attempt to access) any part of our Services through any automated means (including use of  
1818 scripts, crawlers, or similar technologies from time to time).  
1819

1820 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third party's patent,  
1821 copyright, trademark, trade secret, moral rights, or any other intellectual property rights, or rights of publicity or  
1822 privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give  
1823 rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene,  
1824 pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm against  
1825 any individual or group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote  
1826 illegal or harmful activities or substances.  
1827

1828 4.6 You agree that you will not use the Services/Software to (i) decompile, disassemble, reverse engineer, copy, or  
1829 transfer the Services/Software (or otherwise extract knowledge from or create derivative works of the  
1830 Services/Software), (ii) transmit or otherwise make available any unsolicited or unauthorized advertising,  
1831 promotional materials, or any other form of solicitation; (iii) use the Site/Services in a manner that (a) is likely to  
1832 interrupt, suspend, slow down or hinder the continuity of the Site/Services, (b) constitutes an intrusion or attempt to  
1833 break into the Site/Services, (c) will divert of the Site/Services' system resources, (d) may place a disproportionate  
1834 load on the infrastructure of the Site/Services/Software, or (e) constitutes an attack on security and authentication  
1835 measures of the Site/Services/Software; or (iv) attack the operational capacity of the Site or Services by any means,  
1836 such as: sending mass e-mails (spam); carrying out hacking attempts or brute-force attacks; using or sending spy  
1837 software, facilitate any viruses, trojan horses, worms or other computer programming routines that may damage,  
1838 detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.  
1839

1840 4.7 You must use all reasonable efforts to prevent any unauthorized access to, or use of, the Site and/or Services  
1841 and, in the event of any such unauthorized access or use, promptly notify us.  
1842

1843 4.8 You agree to inform us promptly about any legal complaint, claim or action related to the User Content you  
1844 have uploaded using the Services.  
1845

1846 5. ROKOKO ASSETS  
1847

1848 5.1 The license to use the Services includes a license to access and use the assets provided/made available by us as  
1849 part of the Services ("Rokoko Assets"). Rokoko Assets can be both sample data/assets produced and owned by us as

1850 well as Motion Library Assets owned by third parties. The license to each Rokoko Asset is limited to the period in  
1851 which you have an Account. Unless otherwise stated, the definition of "Services" in the Terms also covers/includes  
1852 Rokoko Assets.

1853  
1854 5.2 The Services permit you to collaborate with other End Users, including sharing Rokoko Assets (and User  
1855 Content) between Rokoko Teams (as such Rokoko Teams are used and defined in/by use of the Services). You  
1856 represent and warrant to always respect the rights in and license terms of any Rokoko Assets (and/or User Content)  
1857 purchased, shared by/with you, or otherwise used with/in the Services.

1858  
1859 5.3 You may download and make copies of the Rokoko Assets for legitimate purposes, including back-up  
1860 purposes, subject to the Terms. In addition, we acknowledge that copies of the Rokoko Assets may be made when  
1861 the Rokoko Assets have been integrated as part of digital media productions. Unless expressly provided for in the  
1862 license terms of the specific Rokoko Asset, you may not reproduce, distribute, sublicense, rent, lease or lend any  
1863 Rokoko Asset other than as follows from the above.

1864  
1865 5.4 You may not use any assets obtained or provided under this agreement for the purpose of developing, training,  
1866 or enhancing machine learning and/or AI models or algorithms, whether for commercial or non-commercial  
1867 purposes, without the explicit written consent of the Company.

1868  
1869 6. INTELLECTUAL PROPERTY RIGHTS

1870  
1871 6.1 The Terms do not grant you any rights in connection with any trademarks or service marks of us or our  
1872 suppliers.

1873  
1874 6.2 All title and intellectual property rights in and to the Services (including Software, images, photographs,  
1875 animations, graphics, 3D graphics, video, audio, music, text, and tutorials incorporated into the Services), the  
1876 accompanying printed materials, and any copies of the Services, are owned by us. All rights not expressly granted  
1877 are reserved by us.

1878  
1879 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a  
1880 perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access, use, copy, and modify any  
1881 intellectual property rights that arise in connection with the User Content, Usage Data and any other Data related to  
1882 you (if any), strictly for the purposes of providing the Services and to exercise such other rights, which are explicitly  
1883 set out in these Terms. All User Content is to be fully anonymized and never distributed in its original form from  
1884 any subcontractor or third-party licensor.

1885  
1886 6.4 Where the Customer is an organisation and where the End User is not the same as the Customer, the Customer  
1887 warrants that all necessary intellectual property rights have been obtained from the End User.

1888  
1889 7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA

1890  
1891 7.1 In connection with the use of the Site and/or Services, we may process data that qualify as personal data under  
1892 the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"). Our processing of personal data  
1893 is further detailed in our privacy policy, which is available on our website and updated regularly to provide  
1894 sufficient information about our processing activities.[Ad1] [Ad2]

1895  
1896 8. TERM AND TERMINATION

1897  
1898 8.1 Your license, subscription plan, and payment obligation will renew automatically until you cancel them.  
1899 Subscription prices may change and will renew at the then-applicable subscription cost. To avoid billing for a  
1900 renewed subscription period, you must cancel or downgrade your subscription before the lapse of the existing  
1901 subscription period. Any downgrade shall take effect at the beginning of the next subscription period. Please be  
1902 aware, that after downgrading you will lose the right to use certain Services available only under the relevant  
1903 subscription plan and that may affect your ability to use your projects.

1904  
1905 8.2 If you fail to comply with the terms and conditions of the Terms or in any way abuse or misuse the Software or  
1906 Services, we may terminate the license, including all license rights granted herein, with immediate effect. If you  
1907 breach the Terms or applicable law, we may also terminate your Account or your access to the Site and/or the  
1908 Services immediately at any time.

1909  
1910 8.3 In the event of a breach of the Terms, we have the right to sue for infringement and/or breach of contract, for  
1911 which we will seek all damages and remedies available including attorney's fees and all associated costs plus all  
1912 estimated current and future earnings incurred by you due to the abuse or misuse.

1913 8.4 Upon termination of the license, we have the right, but not the obligation, to permanently delete your Account.  
1914 Such deletion will also delete your User Content. We have no obligation to maintain your User Content, and we  
1915 have no liability for any terminated use of the Site or Services, including for termination of your Account or deletion  
1916 of your User Content.

1917  
1918 9. PUBLICITY

1919  
1920 9.1 Each Party hereby gives its consent to publication of the other Party's name for marketing purposes.

1921  
1922 10. DISCLAIMER OF WARRANTIES

1923  
1924 10.1 You understand and accept that your use of the services is at your sole risk and that the services and software  
1925 are, to the maximum extent permitted by applicable law, provided "as is" without warranty of any kind. In  
1926 particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or warrant to  
1927 you that: (a) your use of the services will meet your requirements, (b) your use of the services will be uninterrupted,  
1928 timely, secure or free from error, (c) any information obtained by you as a result of your use of the services will be  
1929 accurate or reliable, and (d) that defects in the operation or functionality of any software provided to you as part of  
1930 the services will be corrected.

1931  
1932 10.2 Your use of the services is at your own discretion and risk and you are solely responsible for any damage to  
1933 your computer system, or other device, or loss of data that results from such use.

1934  
1935 10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and  
1936 conditions of any kind, whether express or implied, including, but not limited to any implied warranties, terms, and  
1937 conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, with  
1938 respect to the services.

1939  
1940 11. LIMITATION OF LIABILITY

1941  
1942 11.1 The liability of us and our subsidiaries, holding companies, representatives, and other affiliates towards you  
1943 from all causes of action and under all theories of liability under these terms will be limited to the amounts paid to  
1944 us by you in the past six months for the services relating to the dispute. In no event shall we or our subsidiaries,  
1945 holding companies, representatives, and other affiliates be liable to you for any special, incidental, exemplary,  
1946 punitive, or consequential damages (including loss of data, business, profits, or ability to execute) or for the cost of  
1947 procuring substitute products arising out of or in connection with these terms or your use of the services, whether  
1948 such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or  
1949 otherwise, and whether or not we have been advised of the possibility of such loss or damage. The foregoing  
1950 limitations will survive and apply even if any limited remedy specified in the terms is found to have failed of its  
1951 essential purpose.

1952 11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and  
1953 affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you,  
1954 including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of  
1955 any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or  
1956 sponsor whose advertising appears in the services; or for any permanent or temporary cessation in the provision of  
1957 the services; (iii) the deletion of, corruption of, or failure to store, any content and other communications data

1958 maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate  
1959 account information.

1960  
1961 12. AMENDMENTS

1962  
1963 12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one) month prior  
1964 notice. The most recent version of the Terms may be found at <https://www.rokoko.com/terms>.

1965  
1966 12.2 Reasons for amendments may include, but are not limited to new legislation, regulatory requirements,  
1967 introduction of new features or products or changes in our business model.

1968  
1969 13. EXPORT RESTRICTIONS

1970  
1971 13.1 Rokoko Assets available as part of the Services may be subject to laws, administrative regulations, and  
1972 executive orders of those authorities responsible according to any applicable laws relating to the control of imports  
1973 and exports of the Rokoko Assets (“Export Laws”). You agree to comply with all applicable Export Laws and you  
1974 shall not export or re-export directly or indirectly (including via remote access) any part of the Rokoko Assets to  
1975 anyone in any country to which a license is required under the Export Laws without first obtaining a license.

1976  
1977 14. VENUE AND APPLICABLE LAW

1978  
1979 14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark without regard to  
1980 its conflict of laws provisions. Any dispute arising out of or in connection with the Terms, including any disputes  
1981 regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The  
1982 Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The  
1983 Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding  
1984 this, you agree that we are allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in  
1985 any jurisdiction without providing security.

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# **EXHIBIT 9**

## **Rokoko's website**

The screenshot shows the ROKOKO website with a dark theme. The navigation bar includes 'Capture Tools', 'Software', 'Use cases', 'Community', and 'Resources'. A prominent statistic is displayed: '1,477,390 Human motion assets created'. Below this, it states 'By our global community of Rokoko motion capture tools users - Count refreshes daily'. A small disclaimer at the top right reads 'anonymized and may not be redistributed in its original form by the licensor.' The browser tabs show 'The world's largest human mo...' and 'Rokoko - Studio Terms'.

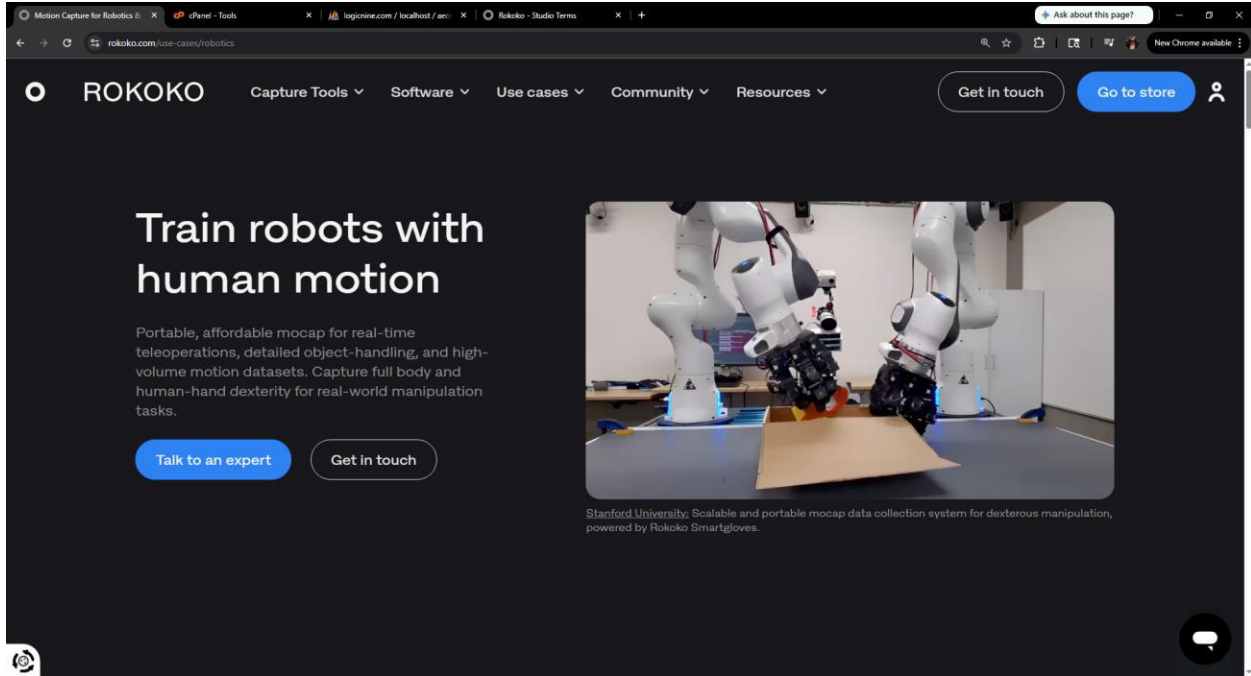
1995

This screenshot shows the 'Key facts about our motion capture data' section of the ROKOKO website. It is organized into four columns with the following content:

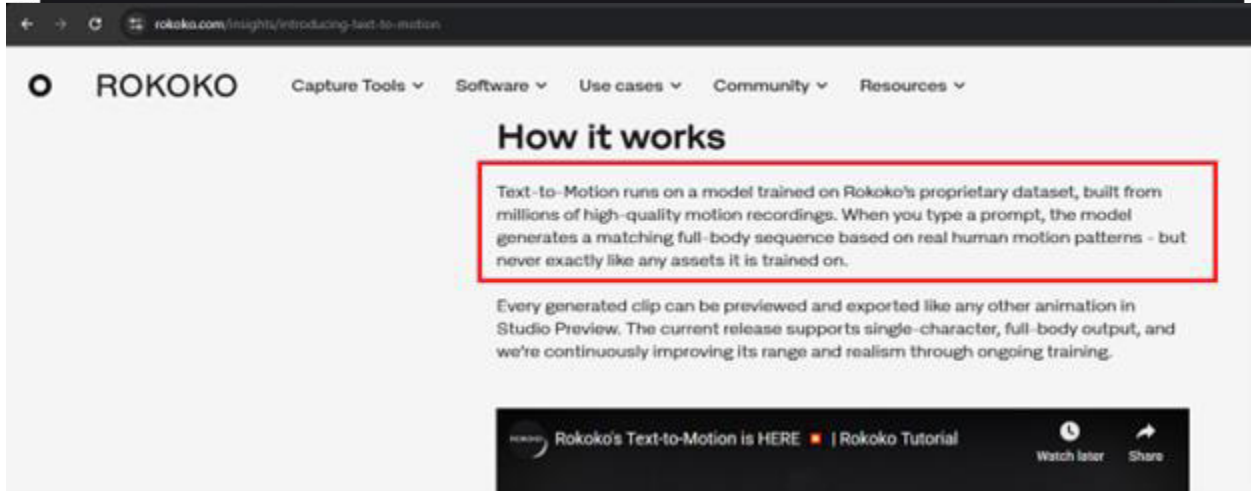
- What is included?**
  - 1,2+ million unique motion assets, growing by 50,000+ new assets per month
  - Over 10,000 hours of motion data in total
  - Each asset contains an average of 5 labeled motion segments, with both factual and semantic annotations
- How is it captured?**
  - The data is captured by a global user base of 100,000+ 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.

At the bottom, there is a form with fields for 'First name\*' and 'Last name\*'. The browser tabs include 'Rokoko source analysis' and 'The world's largest human mo...'.

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ROKOKO Capture Tools Software Use cases Community Resources

- **Finger data** generation, bringing subtle hand motion into the mix.
- **Deeper edit and blending tools** for refining generated clips.
- **Broader motion coverage** based on user requests and training feedback.

We'll keep iterating based on how people actually use it. Your feedback will help us guide what's worth improving, what's missing, and what's next.

## Try it today

Text-to-Motion is available now in **Rokoko Studio Preview** for all paid plans.

Update to the latest version, open the **AI Tools** tab, and start exploring.

We're releasing this early because we think it already saves time, and we want to shape its evolution together with the creators who'll use it most.

1999

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

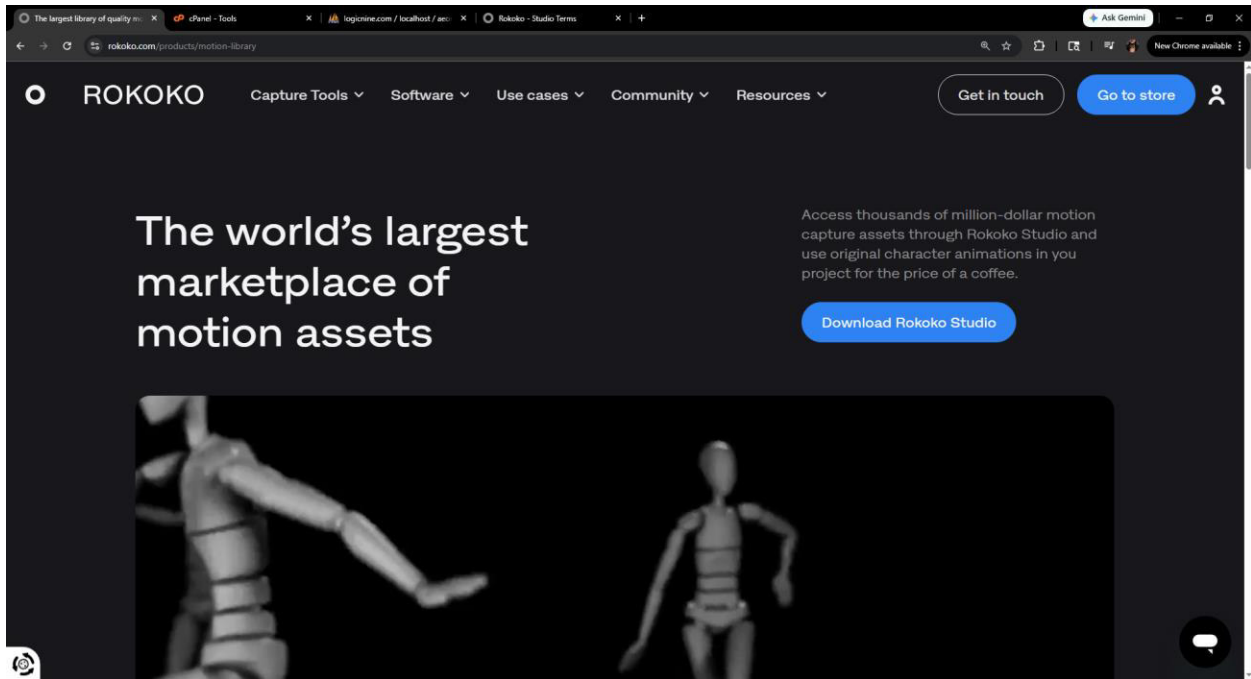
Don't miss another article

Your email [Submit]

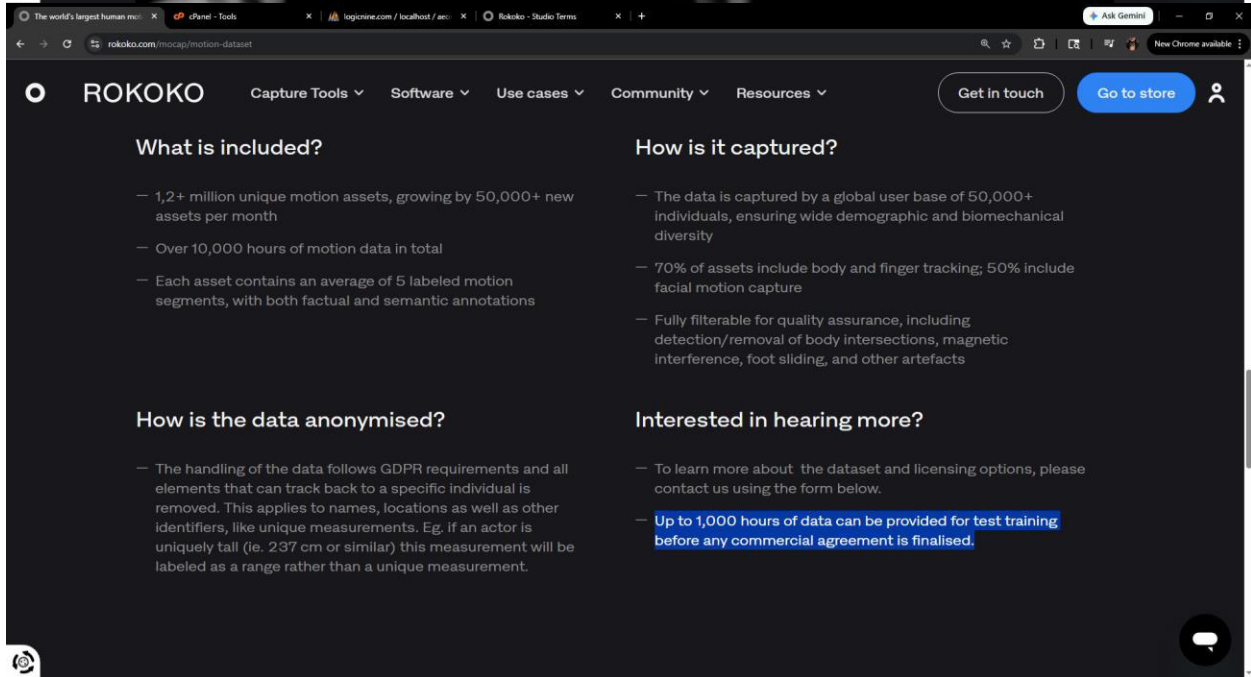
Next article

**Embracing the future: Transitioning from Rokoko**

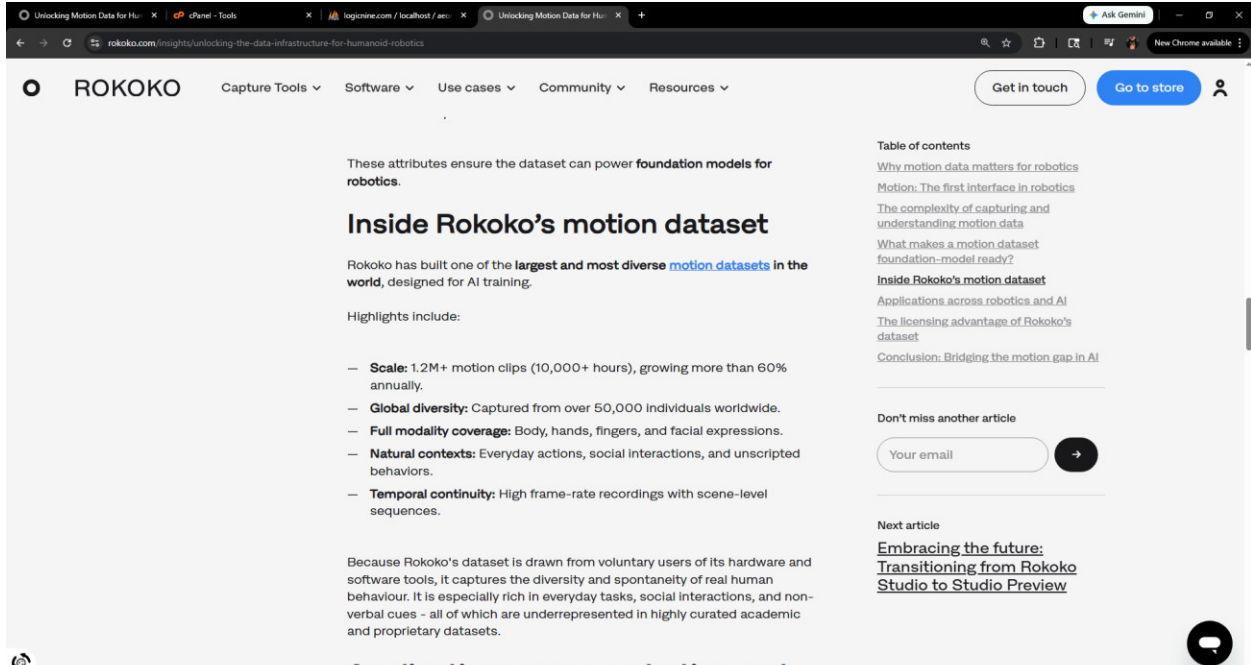
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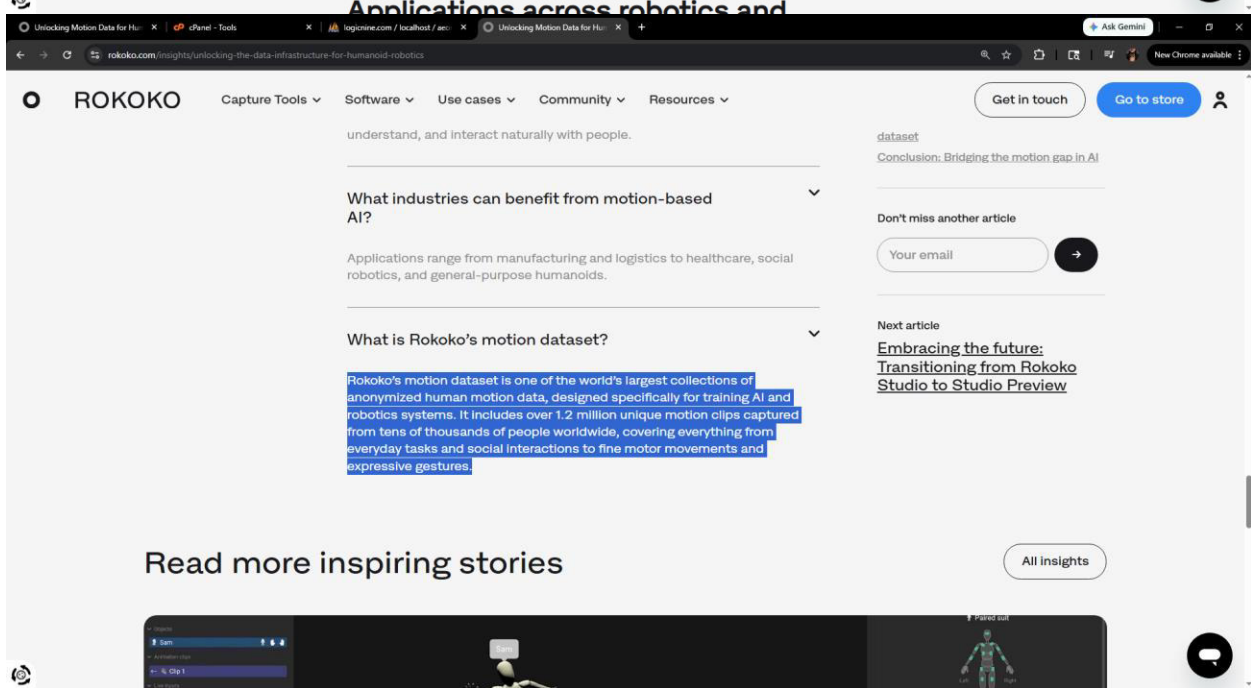
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# **EXHIBIT 10**

2016

**Rokoko admits 2025 Terms “never applied to Plaintiff”**

2017

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 11**

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**Rokoko's software confirms Plaintiff is**

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**bound by the 2020 license**

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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 12**

2031

## **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 13**

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**Plaintiffs animations show dates predating**

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**2025.**

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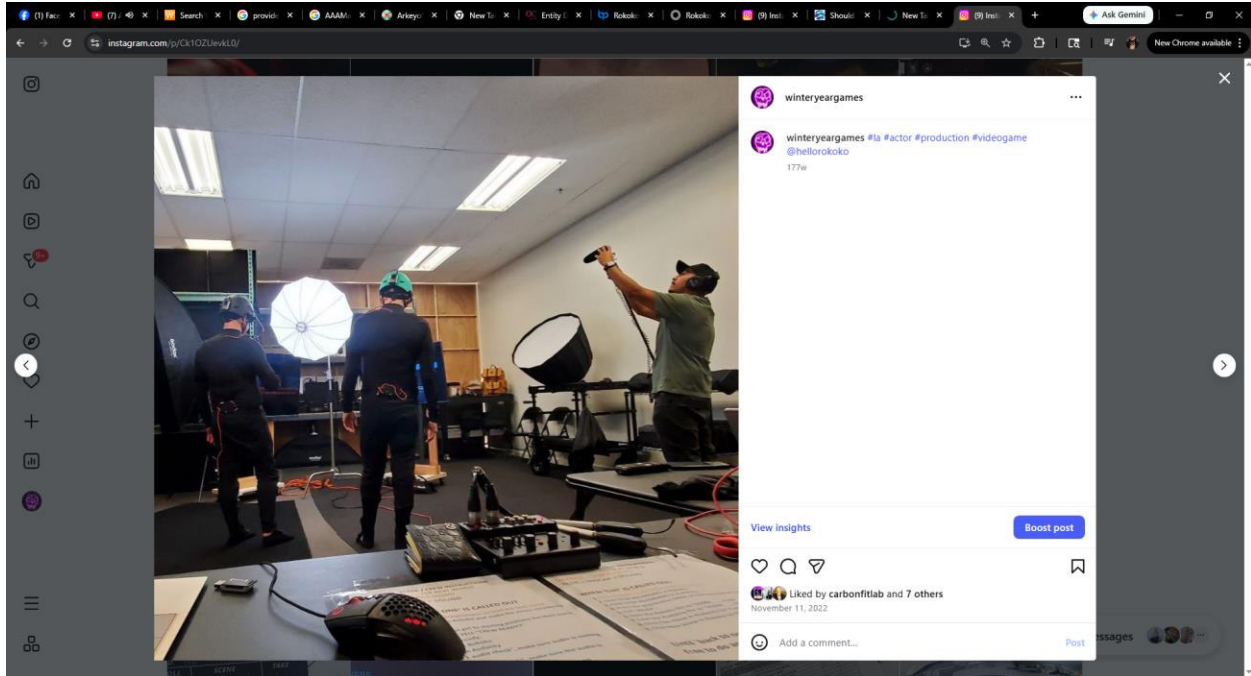
> Search Results in \_MoCap > \*.\*fbx| x

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
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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
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2041  
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 71take2.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:12 PM Size: 200 MB
 68pt1.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:12 PM Size: 377 MB
 71take1.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:12 PM Size: 200 MB
 56pt1.fbx D:\THE NOTHING\_MoCap	Type: 3D Object	Date modified: 1/7/2024 1:12 PM Size: 822 MB
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# **EXHIBIT 14**

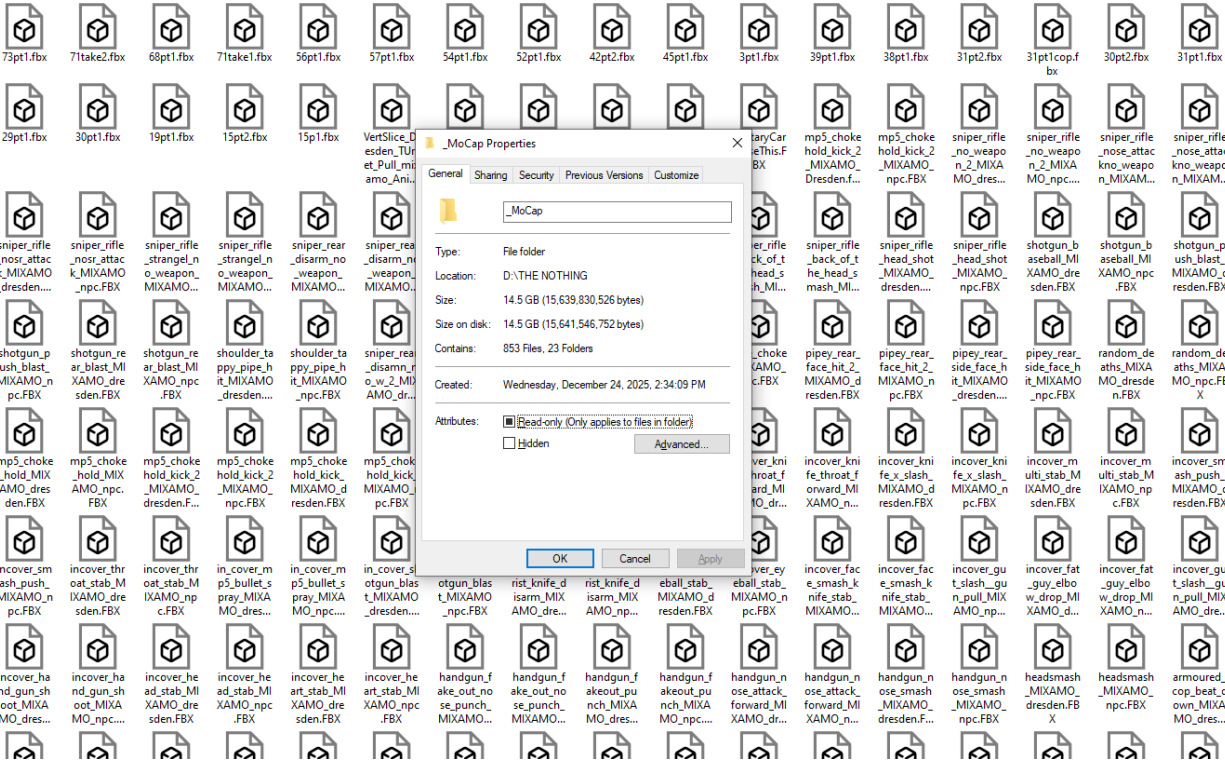
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**Plaintiff's uncut animation folder shows 853**

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**animation files.**

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# **EXHIBIT 15**

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**Animations are reusable, Plaintiff uses them**

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**in other games, projects, etc.**

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The screenshot shows the Rokoko website with a navigation menu at the top. The main content area features a video player at the top, followed by the article title "Preparation of Motion Capture Data (Rokoko Studio)". The text describes the process of capturing motion capture data using Rokoko Studio, Smartsuit Pro II, and Smartgloves. A table of contents is visible on the right side, listing sections like Introduction, Preparation of Motion Capture Data (Rokoko Studio), Character Preparation (Mixamo), and more. Below the article, there is a "Don't miss another article" section with an email input field and a "Next article" section with a link to "Blender Retargeting Workflow: The Ultimate Retargeting Guide".

2063

The screenshot shows the Unreal Engine documentation website. The page title is "Using Retargeted Animations". The content includes an introduction to animation retargeting, explaining that it involves repurposing existing animations for multiple characters. It details two forms of retargeting: using the same skeleton and using a different skeleton. A "Steps" section is visible at the bottom, with the first step being "1. Inside the Content Browser, open the Skeleton asset that is being used for each of your characters." A sidebar on the left lists various animation-related topics, and a "ON THIS PAGE" section on the right highlights the current article.

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2066 Plaintiff's game New Terra using his animations:



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2068 Plaintiff's application of the same animations across different characters:



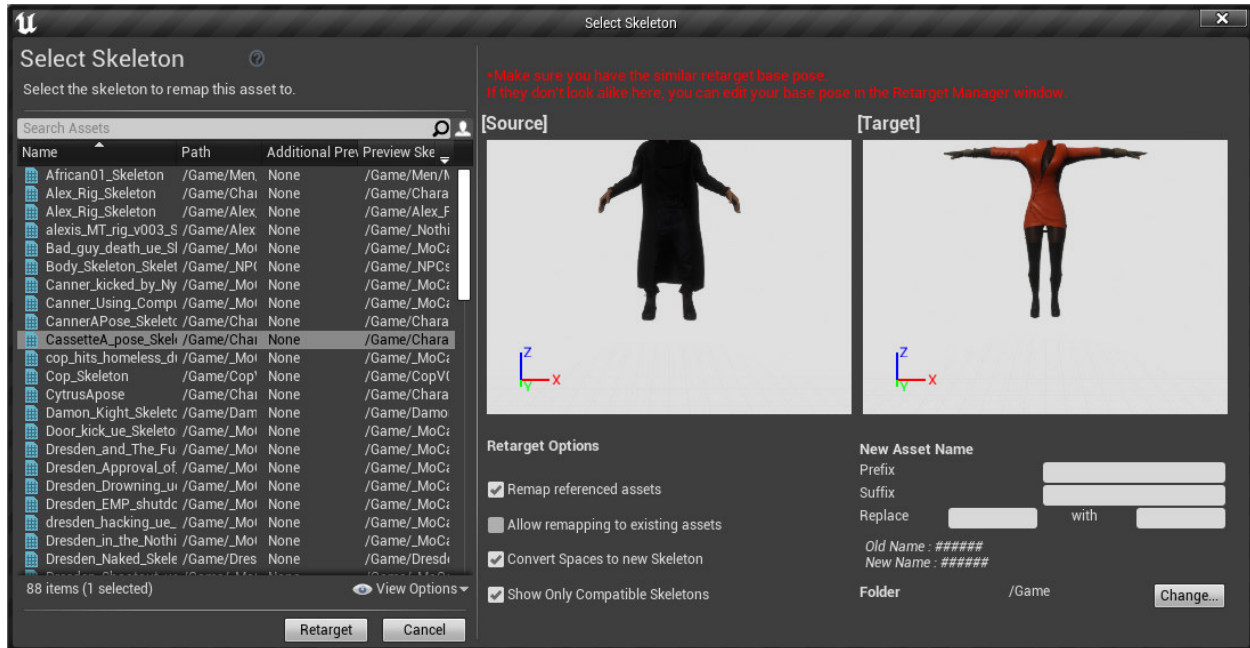
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2072 The process to use a single animation with any number of other characters in  
2073 games, applications or cinematic projects:



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