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12
13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 MATTHEW R. WALSH

16 Plaintiff,

17 vs.

18 ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

19 Defendant.
20

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

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

**DECLARATION OF MIKKEL
OVERBY IN SUPPORT OF
DEFENDANT ROKOKO
ELECTRONICS' OPPOSITION TO
PLAINTIFF'S PARTIAL MOTION
FOR SUMMARY JUDGMENT**

[*Concurrently filed with Opposition to
Plaintiff's Partial Motion for Summary
Judgment; Evidentiary Objections;
Response to Plaintiff's Separate
Statement; Declaration of Katherine
Ellena*]

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

Hearing Date: May 18, 2026
Time: 10:00 a.m.
Place: Courtroom 5D

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DECLARATION OF MIKKEL OVERBY

I, Mikkel Overby, declare:

1. I am the Chief Financial Officer (“CFO”) and Chief Operating Officer (“COO”) for Rokoko Electronics (“Rokoko”), and I have held these positions since April 2016. I make this declaration in support of Rokoko’s Opposition to Plaintiff’s Partial Motion for Summary Judgment. All of the information set forth herein is based on my personal knowledge or my review of Rokoko’s corporate records, and if called to testify and be sworn as a witness, I could and would competently testify thereto.

2. In my positions as CFO and COO, I am familiar with and have personal knowledge of Rokoko’s corporate structure, products and their functionality, and business operations. I have access to and regularly refer to business records concerning Rokoko’s corporate organization and operations. In connection with the preparation of this declaration, I reviewed certain documents described herein that were prepared and maintained in the ordinary course of Rokoko’s business.

3. Rokoko was founded in 2014 in Copenhagen, Denmark. Rokoko sells motion capture hardware products and software to businesses, professionals, and consumers. Rokoko’s first product was the Smartsuit Pro I, an inertial motion capture suit that was designed to make professional motion capture accessible to all users. Rokoko later launched Smartgloves for finger tracking, as well as several other motion capture products. In January 2022, Rokoko launched its Smartsuit Pro II.

4. Rokoko also offers a Motion Library, which is a marketplace allowing users to purchase professional-quality motion capture assets to use in their projects. The assets sold in Rokoko’s Motion Library are not derived from user data. The assets are from twenty professional motion capture studios that Rokoko has individual reseller agreements with.

5. Rokoko’s Smartsuit and Smartglove products can be used in Rokoko Studio, a proprietary software service offered by Rokoko that allows users to capture,

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1 animate, live stream, edit, and export character animation projects. To use Rokoko
2 Studio, users must first create a Rokoko account. To create an account, users are
3 prompted to enter their email and create a password. Users are then sent a verification
4 email to verify their account. Once verification is complete, the user’s Rokoko ID can
5 be used to log into Rokoko Studio.

6 6. Rokoko Studio is an online, cloud-based platform that stores and syncs the
7 motion capture data created by the user. To create an animation file using Rokoko’s
8 products, the user wears the motion capture hardware (*i.e.*, the Smartsuit and/or
9 Smartglove) which captures and records the wearer’s movements. Those movements
10 are then translated into data that is transmitted to the Rokoko Studio software platform
11 where the user can edit the resulting animation file.

12 7. Once added to the user’s Rokoko Studio account, the animation file is
13 automatically uploaded to the cloud. As the user makes edits to animation files, those
14 edits are automatically uploaded (or “synced”) to the cloud. Within the Rokoko Studio
15 platform, users can see a “cloud icon” which indicates that their data is being synced to
16 the cloud and can be clicked to show a list of all content that is being synced. Only
17 users can add animations, sometimes called “assets” to their account on Rokoko Studio.
18 Assets cannot be uploaded or added to the cloud unless a user first chooses to create
19 one in the Rokoko Studio platform. These cloud-storage and cloud-syncing features of
20 Rokoko Studio are a major selling point for the product. If a user would prefer that
21 their animations not be synced to the cloud, the user can use Rokoko’s Enterprise plan,
22 which allows users to opt out of cloud storage.

23 8. In 2022, Rokoko transitioned to a new version of Rokoko Studio software
24 that anyone with a Rokoko account could use. As of 2022, the Rokoko Studio software
25 allows users to store their motion capture animations on a cloud-based system that only
26 the individual user, or the team that the user designates, and Rokoko’s backend
27 engineering team have access to. The cloud system allows users to access their data
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anytime, from any device. Rokoko pays all costs associated with hosting, backing up and securing the motion capture files to the cloud. Rokoko contracts with Amazon Web Services to provide cloud storage and store all synced data.

9. Based upon my review of Rokoko’s business records kept in the ordinary course of business, Plaintiff Matthew Walsh has registered the following account with Rokoko Studio: matthew@winteryear.com, which was created on September 21, 2020. Mr. Walsh has also used the following emails on Rokoko’s e-commerce platform: dev@playnothing.com, matthew@logicnine.com, matthew@winteryear.com.

10. Mr. Walsh last logged into his account associated with his matthew@winteryear.com email on March 7, 2026.

11. Mr. Walsh has 247 files or assets currently stored in the cloud. These files come from four projects. Approximately half of them are recordings while the other half are utility assets created by Rokoko Studio.

12. Mr. Walsh has continued to use Rokoko Studio since Rokoko updated its Terms in March 2025. For example, on May 7, 2025, Mr. Walsh created scenes in Rokoko Studio over the course of 3.5 hours. On December 25, 2025, Mr. Walsh opened a scene he had created in Rokoko Studio. On December 27, 2025, Mr. Walsh utilized Rokoko Studio to search Rokoko’s Motion Capture Library. A true and correct copy of Mr. Walsh’s use history on the above dates is attached hereto as **Exhibit A**.

13. Rokoko Studio offers five plans: Starter, Basic, Plus, Pro, and Enterprise. Users using the first four plans consent to Rokoko using their data through continued use of the software. The Enterprise plan allows users to opt out of their data being used. Mr. Walsh utilized the Starter plan for his accounts.

14. Before a consumer uses Rokoko Studio for the first time or continues to use it after each update to the Terms and Conditions, a window pops up on the user’s computer screen containing the most recent Terms. In order to access Rokoko Studio,

1 a user must accept the Terms. There is no way to access Rokoko Studio without
2 agreeing to the most recent Terms each time they are updated.

3 15. In or about 2020, when Mr. Walsh registered his accounts with Rokoko,
4 the operative terms were Rokoko’s End User License Agreement, a true and correct
5 copy of which is attached hereto as **Exhibit B**.

6 16. In or about 2022, Rokoko updated its Terms, a true and correct copy of
7 which is attached hereto as **Exhibit C**.

8 17. On or about February 20, 2025, an email notification was sent from
9 Rokoko to all Rokoko users, including Mr. Walsh, regarding forthcoming changes to
10 Rokoko’s Terms. A true and correct copy of the February 20, 2025 email notification
11 that was sent to Rokoko users is attached hereto as **Exhibit D**.

12 18. In or about March 2025, Rokoko updated its Terms, attached hereto as
13 **Exhibit E**.

14 19. Prior to the effective date of the March 2025 Terms, Rokoko did not
15 sublicense any user data to any third party.

16 20. To date, Rokoko has never sublicensed Mr. Walsh’s data to a third party
17 and Mr. Walsh’s data is not part of any of Rokoko’s generative AI or motion capture
18 products.

19
20 I declare under penalty of perjury under the laws of the United States of America
21 that the foregoing is true and correct. Executed this 27th day of April, 2026, in
22 Copenhagen, Denmark.

23
24 

25 Mikkel Overby

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EXHIBIT A

Users / Matthew Walsh



Matthew Walsh

matthew@winteryear.com

Distinct ID
a8d6d957-0de4-42aa-b42c-e765e7d76f96

Location
Santa Clarita, California, United States

Updated at
16 hours ago

Delete Profile

User Profile Properties

Search properties

Last Name
Walsh

last_device_paired
Sun, Oct 8, 2023 6:22 AM

last_export
Fri, May 9, 2025 2:10 AM

last_login
Thu, Dec 25, 2025 12:07 AM

last_recording
Sun, Oct 8, 2023 6:29 AM

mailing_list
false

num_logins
40

on_premium_team
false

Activity Feed

View in Insights

Last 1825 days

Hide Events

March 9, 2026

8:28:27 PM session_end

8:28:27 PM studio_exit

March 7, 2026

11:46:03 PM team_select

11:46:00 PM projects

11:46:00 PM live_features

11:46:00 PM Available live inputs

11:46:00 PM recordings

11:46:00 PM body_profiles

11:46:00 PM premium_features

11:46:00 PM filters

11:46:00 PM session_start

11:45:48 PM Studio launch

11:45:47 PM premium_features

11:45:47 PM premium_feature_action

Feature Flags

Showing exposed and enabled Mixpanel flags

Search feature flags

No exposed and enabled flags
[Go to Feature Flags](#)

December 27, 2025

8:00:15 PM	logcount_event	▼
8:00:15 PM	session_end	▼
8:00:15 PM	internetconnectivity_drops	▼
7:52:33 PM	shortcut_action_fired	▼
7:52:33 PM	library_text_search_used	▼
7:47:31 PM	library_results_page_changed	▼
7:47:18 PM	shortcut_action_fired	▼
7:47:18 PM	library_text_search_used	▼
7:46:42 PM	shortcut_action_fired	▼
7:46:42 PM	library_text_search_used	▼
7:45:59 PM	studio_started	▼
7:45:59 PM	session_start	▼
7:45:55 PM	sync_time_taken	▼
7:45:55 PM	applicationopen_operation	▼
7:45:55 PM	user_plan_entitlements_loaded	▼

December 25, 2025

12:23:06 AM	logcount_event	▼
12:23:06 AM	internetconnectivity_drops	▼

12:23:06 AM	logcount_event	▼
12:23:06 AM	internetconnectivity_drops	▼
12:23:06 AM	session_end	▼
12:22:43 AM	studio_settings_opened	▼
12:09:18 AM	shortcut_action_fired	▼
12:08:52 AM	sync_time_taken 2	▼
12:08:46 AM	scene_opened	▼
12:08:46 AM	sync_time_taken	▼
12:08:46 AM	openscene_operation	▼
12:08:46 AM	account_settings_opened	▼
12:08:35 AM	team_settings_opened	▼
12:08:30 AM	manage_plans_opened	▼
12:08:21 AM	team_settings_opened 2	▼
12:07:32 AM	session_start	▼
12:07:32 AM	sync_time_taken	▼
12:07:32 AM	user_plan_entitlements_loaded	▼
12:07:24 AM	team_settings_opened	▼
12:07:20 AM	user_log_in	▼

6:41:27 AM	sync_time_taken	▼
6:41:27 AM	applicationopen_cperation	▼
6:40:46 AM	sync_time_taken 2	▼
6:39:28 AM	user_plan_entitlements_loaded	▼
6:39:28 AM	sync_time_taken	▼
6:39:26 AM	shortcut_action_fired 3	▼
6:39:26 AM	user_plan_entitlements_loaded	▼
6:39:26 AM	studio_started	▼
6:39:26 AM	shortcut_action_fired	▼
6:39:26 AM	studio_started	▼
6:39:26 AM	shortcut_action_fired 2	▼
6:39:26 AM	session_start 2	▼
6:39:26 AM	internetconnectivity_drops	▼
6:39:26 AM	session_end	▼
6:39:26 AM	applicationopen_cperation	▼
6:39:26 AM	copy_scene 2	▼
6:39:26 AM	internetconnectivity_drops	▼
6:39:26 AM	openscene_operation	▼

6:39:26 AM	openscene_operation	▼
6:39:26 AM	copy_scene	▼
6:39:26 AM	logcount_event	▼
6:39:26 AM	session_end	▼
6:39:26 AM	scene_opened	▼
6:39:26 AM	logcount_event	▼
6:38:19 AM	asset_created 2	▼
6:38:19 AM	scene_created	▼
6:38:19 AM	asset_created 22	▼
6:38:14 AM	scene_created	▼
6:38:14 AM	asset_created 12	▼
6:38:06 AM	scene_created	▼
6:38:06 AM	asset_created 3	▼
6:35:31 AM	scene_opened	▼
6:35:31 AM	openscene_operation	▼
6:35:28 AM	sync_time_taken 2	▼
6:32:57 AM	copy_scene	▼
6:32:57 AM	sync_time_taken	▼
6:32:43 AM	asset_created 8	▼

6:32:43 AM	scene_created	
6:32:43 AM	asset_created 5	
6:32:41 AM	shortcut_action_fired 3	
6:30:53 AM	sync_time_taken 2	
6:30:47 AM	shortcut_action_fired	
6:30:41 AM	sync_time_taken	
6:30:21 AM	shortcut_action_fired	
6:27:40 AM	sync_time_taken	
6:27:40 AM	scene_opened	
6:27:40 AM	openscene_operation	
6:27:25 AM	studio_settings_opened	
6:27:14 AM	sync_time_taken	
6:27:14 AM	scene_opened	
6:27:14 AM	openscene_operation	
6:26:48 AM	sync_time_taken	
6:26:48 AM	applicationopen_operation	
6:26:48 AM	user_plan_entitlements_loaded	
6:26:46 AM	session_start	

6:26:41 AM studio_started

3:11:16 AM session_end

3:11:16 AM logcount_event

3:11:16 AM internetconnectivity_drops

3:10:45 AM help_and_support_button_clicked

3:10:44 AM help_and_support_opened

3:10:04 AM studio_settings_opened

3:09:23 AM user_plan_entitlements_loaded


3:09:23 AM sync_time_taken

3:09:17 AM session_start

3:09:16 AM account_settings_opened

3:08:52 AM user_sign_up

3:08:52 AM user_log_in

 May 6, 2025

11:51:45 PM studio_exit

11:51:45 PM session_end

11:50:11 PM live_features

11:50:11 PM projects

EXHIBIT B

END USER LICENSE AGREEMENT

1. Parties and background

1.1. This Rokoko Studio End User License Agreement (hereinafter referred to as "EULA") is a non-exclusive, legally binding end user license agreement between any organisation ("END-USER") that uses or acquires a Rokoko Studio software license from Rokoko Electronics ApS, company no. 35 68 06 67, Sankt Gertruds Straede 6 E, 1129 Copenhagen K, Denmark ("Licensor" or "Rokoko").

1.2. By installing, copying, accessing, downloading or otherwise using Rokoko Studio software, END-USER agrees to be bound by the provisions of this EULA.

1.3. The subject matter of this EULA is the use by END-USER of Rokoko Studio software. The Rokoko Studio software is licensed, not sold, and the use under the license is subject to certain restrictions and limitations, including but not limited to a time limitation.

2. Declaration regarding USE of Rokoko Studio software

2.1. The END-USER confirms that any use of Rokoko Studio software acquired by it under the terms and conditions of this EULA will be used by the END-USER for commercial, scientific or academic purposes.

3. END-USER's Rights and Obligations

3.1. Licensor grants to the END-USER a non-exclusive, worldwide, license to the Rokoko Studio software licensed by the END-USER.

3.2. END-USER may not reproduce, distribute, sublicense, rent, lease or lend any version of the Rokoko Studio software. It is emphasized that the END-USERS shall not be entitled to distribute or transfer in any way (including, without limitation by way of sublicense) the Rokoko Studio software. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to the licensing of Rokoko Studio software and then let any third party that has contributed to such license use the software (forum pooling).

3.3. END-USER is granted a license to install and use the licensed Rokoko Studio software on an unlimited number of computers of the END-USER.

3.4. With respect to any licensed Rokoko Studio software, no modification, integration or any other use of this software shall: (i) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false, misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v) promote discrimination, bigotry, racism, hatred, harassment, or harm

against any individual or group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote illegal or harmful activities or substances.

4. Subscription and billing

4.1. Access to the Rokoko Studio Basic software is free for individual users (identified by e-mail accounts) registered by END-USER.

4.2. Access to the Rokoko Studio Plus software is subject to a monthly / yearly subscription fee of USD 24.00 / USD USD 228.00, excluding VAT and taxes, per individual user (identified by e-mail accounts) registered by END-USER.

4.3. Access to the Rokoko Studio Pro software is subject to a monthly / yearly subscription fee of USD 49.00 / USD USD 468.00, excluding VAT and taxes, per individual user (identified by e-mail accounts) registered by END-USER.

4.4. Access to the Rokoko Studio Enterprise software is subject to a monthly / yearly subscription fee of USD 119.00 / USD USD1,188.00, excluding VAT and taxes, per individual user (identified by e-mail accounts) registered by END-USER.

4.5. The subscription fee is payable monthly or yearly in advance. Licensor reserves the right to change the subscription fee with 1 (one) months prior notice.

4.6. The license fee for each Rokoko Studio Add-On is set out on the Licensor webshop. Licensor reserves the right to change the license fee of the Add-Ons from time to time one month notice.

4.7. END-USER shall pay the subscription fee and the license fee for the Rokoko Studio software in accordance with the payment process provided on the Licensor webshop. If Licensor cannot charge the END-USER payment method for any reason (such as expiration or insufficient funds), and the END-USER have not cancelled the Subscription, the END-USER remain responsible for any uncollected amounts, and Licensor will attempt to charge the payment method as the END-USER may update your payment method information.

4.8. All subscription fees, license fees and any other payment under this EULA are invoiced by Licensor, unless and until Rokoko notifies the END-USER differently in writing.

5. Consent to use data

5.1. END-USER agree that Licensor may collect and use technical data, usage data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if

any) related to the Rokoko Studio software and Rokoko Studio Add-On. Licensor may use this information to improve its products or to provide services or technologies to END-USER.

6. Termination

6.1. Without prejudice to any other rights, Licensor may terminate this EULA with immediate effect if END-USER fails to comply with the terms and conditions of this EULA and the Terms or in any way abuse or misuse the Rokoko Studio software.

6.2. In the event of abuse or misuse LICENSOR shall have the right to sue for infringement and/or breach of contract, for which LICENSOR will seek all damages and remedies available including attorney's fees and all associated costs plus all estimated current and future earnings incurred by the END-USER as a result of the abuse or misuse.

6.3. In the event of termination of this EULA due to a breach by END-USER, all license rights granted herein terminate.

6.4. Each Party may terminate the EULA without cause at any time with 1 (one) month notice to the end of a calendar month.

7. Trademarks

7.1. This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor or Licensor's other suppliers.

8. Copyright

8.1. The Rokoko Studio software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

8.2. All title and intellectual property rights in and to the Rokoko Studio software (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and `lapplets` incorporated into the Rokoko Studio software), the accompanying printed materials, and any copies of the Rokoko Studio software are owned by Licensor. All rights not expressly granted are reserved by Licensor. For greater certainty and without limitation of the foregoing, use of Rokoko Studio software, whether modified as permitted hereunder or unmodified, is limited to use as expressly provided in this EULA.

9. No stealing

9.1. END-USER agrees not to access (or attempt to access) Rokoko Studio software by any means other than through the interface that is provided by Licensor, unless END-USER has been specifically allowed to do so in a separate agreement with Licensor. END-USER specifically agrees not to access (or attempt to access) any Rokoko Studio software through any automated means (including use of scripts, crawlers or similar technologies from time to time).

10. Disclaimer of Warranties

10.1. END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE ROKOKO STUDIO SOFTWARE IS AT END-USER'S SOLE RISK AND THAT THE ROKOKO STUDIO SOFTWARE IS PROVIDED ìAS ISî AND ìAS AVAILABLEî WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT: (A) END-USER'S USE OF THE ROKOKO STUDIO SOFTWARE WILL MEET END-USER'S REQUIREMENTS, (B) END-USER'S USE OF THE ROKOKO STUDIO SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF THEROKOKO STUDIO SOFTWARE WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ROKOKO STUDIO SOFTWARE WILL BE CORRECTED.

10.2. END-USER'S USE OF ANY ROKOKO STUDIO SOFTWARE IS AT END-USER'S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

10.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ROKOKO STUDIO SOFTWARE.

10.4. NONE OF THE ROKOKO STUDIO SOFTWARE ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES WHERE THE FAILURE OF THE ROKOKO STUDIO SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

11. Limitation of Liability

11.1. THE LIABILITY OF THE LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES TOWARDS END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO LICENSOR BY END-USER IN THE PAST SIX MONTHS FOR THE ROKOKO STUDIO SOFTWARE RELATING TO THE DISPUTE. IN NO EVENT SHALL LICENSOR OR ITS SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES BE LIABLE TO

END-USER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE ROKOKO STUDIO SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2. END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ROKOKO STUDIO SOFTWARE; OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE ROKOKO STUDIO SOFTWARE (OR ANY FEATURES WITHIN THE ROKOKO STUDIO SOFTWARE); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF THE ROKOKO STUDIO SOFTWARE; (IV) END-USER'S FAILURE TO PROVIDE ROKOKO WITH ACCURATE ACCOUNT INFORMATION;

11.3. NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR LICENSOR, ITS SUBSIDIARIES OR AFFILIATES FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

12. Amendments

12.1. Licensor reserves the right to amend the terms and conditions of the EULA at any time with 1 (one) month prior notice. The most recent version of the EULA may be found at www.rokoko.com.

13. Export Restrictions

13.1. Rokoko Studio software may be subject to laws, administrative regulations and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Rokoko Studio software (iExport Laws). You agree to comply with all applicable Export Laws and you shall not export or re-export

directly or indirectly (including via remote access) any part of the Rokoko Studio software to anyone in any country to which a license is required under the Export Laws without first obtaining a license.

14. Venue and Applicable Law

14.1. This EULA and END-USER's relationship with Licensor under this EULA, shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, END-USER agrees that Licensor shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction

EXHIBIT C

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. 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 Agreement on your behalf must have the authority to bind the organization and its End Users to this Agreement.
- 1.3 You are the **"End User"** under the Terms if you are using the Services in your capacity as an end user, including as an individual Customer or as an individual authorized to use the Services by an organization who is a Customer.
- 1.4 If we do not specify whether certain language refers to an End User or Customer, then our use of **"you"** refers to both End Users and Customers.
- 1.5 By registering an Account (as defined below) with us; by installing, copying, accessing, downloading or otherwise using Software (as defined below), or by using the Services, you agree to be bound by the Terms, which we may update from time to time. Your continued use of the Services (or any User Content downloaded from the Services) constitutes your consent to such changes following to such updates. Please read this agreement carefully and check the Terms periodically for changes. If you do not agree to the Terms and any later changes thereto, you may not use the Services.
- 1.6 The Terms apply to your use of the Site and/or the Services and shall govern the contractual relationship between you and us.
- 1.7 The Terms apply to any updates or supplements to the Site and/or the Services, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Site or in the Services, the terms of an open-source license may override some of the provisions of the Terms. Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted at the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into the Terms and shall be deemed included in the contractual relationship.
- 1.8 Personal data is subject to our Privacy Policy published at the Site (currently at <https://www.rokoko.com/privacy-policy>), the terms of which are incorporated herein by reference and shall be deemed included in the contractual relationship. Please review our Privacy Policy to understand our practices.

2. REGISTRATION AND SUBSCRIPTIONS

- 2.1 Before the first use of the Services, you will be required to register and create an account (**"Account"**) by providing the required information as prompted at the Site. You must choose an e-mail address at which we can contact you.
- 2.2 Each End User is assigned unique login credentials that grant the User access to the Services subscribed for. You are expressly forbidden from allowing another individual to access the Services using the same login credentials. Each End User account must correspond solely to one individual person. You are responsible for keeping your login credentials including your password confidential. This means, that you should not share it with anyone else, should not permit or enable third parties to gain access to it, and that you shall take all steps necessary to guarantee its confidentiality and security. If your password is lost, misused, or otherwise compromised, or if you suspect that it has been lost, misused, or otherwise compromised, you must notify us of this immediately via our email to support@rokoko.com.
- 2.3 We offer several subscription plans, each with differing conditions, use limitations, and interfaces. Detailed description of the subscription plans, including pricing and features, are available at <https://www.rokoko.com/studio/pricing>. You can find specific details regarding your subscription within your Account. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our sole and absolute discretion, including to change the price of a subscription plan.
- 2.4 The subscription fees of the individual plans are subject to a monthly/yearly subscription fee determined by the

number of individual End Users (identified by e-mail accounts) registered by the Customer for the specific Account.

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

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

3. USER CONTENT

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

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

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

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

4. USAGE LICENSE AND POLICY

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.

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

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

activities or substances.

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

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

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

5. ROKOKO ASSETS

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

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

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

6. INTELLECTUAL PROPERTY RIGHTS

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

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

6.3 You retain all your rights to User Content and are responsible for protecting those rights. You grant us the right to access, use, or modify such User Content only as necessary to provide the Services and carry out our obligations under the Terms, including to correct errors of the Software and Services and for statistical purposes.

7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA

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

8. TERM AND TERMINATION

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

- 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 Services, we may terminate the license, including all license rights granted herein, with immediate effect. If you breach the Terms or applicable law, we may also terminate your Account or your access to the Site and/or the Services immediately at any time.
- 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 which we will seek all damages and remedies available including attorney's fees and all associated costs plus all estimated current and future earnings incurred by you due to the abuse or misuse.
- 8.4 Upon termination of the license, we have the right, but not the obligation, to permanently delete your Account. Such deletion will also delete your User Content. We have no obligation to maintain your User Content, and we have no liability for any terminated use of the Site or Services, including for termination of your Account or deletion of your User Content.

9. PUBLICITY

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

10. DISCLAIMER OF WARRANTIES

- 10.1 YOU UNDERSTAND AND ACCEPT THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES AND SOFTWARE ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IN PARTICULAR, WE, OUR SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND THEIR LICENSORS, DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.
- 10.2 YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.
- 10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES TERMS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES.

11. LIMITATION OF LIABILITY

- 11.1 THE LIABILITY OF US AND OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES TOWARDS YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO US BY YOU IN THE PAST SIX MONTHS FOR THE SERVICES RELATING TO THE DISPUTE. IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND OTHER AFFILIATES BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, HOLDING COMPANIES, REPRESENTATIVES AND AFFILIATES, AND THEIR LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND US OR ANY DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE SERVICES; OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES; (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;

12. AMENDMENTS

- 12.1 We reserve the right to amend the terms and conditions of the Terms at any time with 1 (one) month prior notice.

The most recent version of the Terms may be found at <https://www.rokoko.com/terms>.

13. EXPORT RESTRICTIONS

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

14. VENUE AND APPLICABLE LAW

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

EXHIBIT D

From: hi@rokoko.com
To: Matthew Walsh
Date: 2/20/2025 7:00:24 AM -08:00
Subject: Updates to Our Terms of Use

○ ROKOKO

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

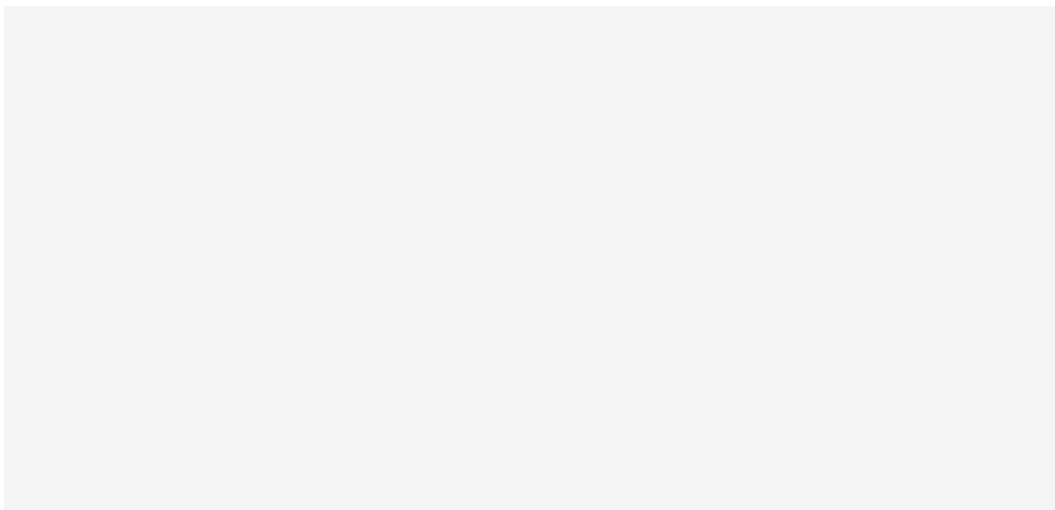
The most significant update focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized data to third parties, while ensuring that the data can 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 or as a reply to this email.

All the best,

The Rokoko Team





Rokoko Electronics ApS

Sankt Gertruds Stræde 10, 1129 København, Denmark

[Forward](#) | [View online](#) | [Unsubscribe](#) | [Update your preferences](#)

EXHIBIT E

ROKOKO STUDIO AND VISION - STANDARD TERMS OF USE

Effective Date: 22 March 2025

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. We have developed and operate the Rokoko Studio platform located at <https://www.rokoko.com/studio> (Site) and the Rokoko Vision platform located at <https://www.rokoko.com/products/vision> (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 Agreement on your behalf must have the authority to bind the organization and its End Users to this Agreement.

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

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

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

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

1.7 The Terms apply to any updates or supplements to the Site, Software and/or the Services, unless they come with separate terms, in which case those terms apply. If any open-

source software is included in the Site, Software or in the Services, the terms of an open-source license may override some of the provisions of the Terms. Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted at the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into the Terms and shall be deemed included in the contractual relationship.

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

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

2. REGISTRATION AND SUBSCRIPTIONS

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

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

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

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

2.5 You must pay the subscription fee for the Services in accordance with the subscription plan and/or the payment procedure provided on the Site or in the Services, including any add-on fees. If we cannot charge your payment method for any reason (such as

expiration or insufficient funds), and you have not cancelled your subscription, you will remain responsible for any uncollected amounts, and we reserve the right to collect such amounts.

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

3. USER CONTENT

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

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

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

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

4. USAGE LICENSE AND POLICY TO SERVICES

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.

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

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

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

facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

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

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

5. ROKOKO ASSETS

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

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

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

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

6. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

7. DATA PROTECTION AND PROCESSING OF PERSONAL DATA

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

8. TERM AND TERMINATION

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

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 Services, we may terminate the license, including all license rights granted herein, with immediate effect. If you breach the Terms or applicable law, we may also terminate your Account or your access to the Site and/or the Services immediately at any time.

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 which we will seek all damages and remedies available including attorney's fees and all associated costs plus all estimated current and future earnings incurred by you due to the abuse or misuse.

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

9. PUBLICITY

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

10. DISCLAIMER OF WARRANTIES

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. AMENDMENTS

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

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

13. EXPORT RESTRICTIONS

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

14. VENUE AND APPLICABLE LAW

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