IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. _____

ENGRAIN TECHNOLOGY INC.
d/b/a ENGRAIN, a Delaware corporation

Plaintiff,

v.

ONE HUNDRED FEET, INC.
d/b/a BEANS.AI, a Delaware corporation,
AKASH AGARWAL, an individual,
and NITIN GUPTA, an individual.

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiff Engrain Technology Inc. d/b/a Engrain ("Engrain") complains against Defendant One Hundred Feet, Inc. d/b/a Beans.ai ("Beans") as follows:

NATURE OF ACTION

1. Engrain recently learned that Defendants, former potential business partners based in California that were interested in using Engrain's copyrighted building maps in their navigational software, are electronically copying and distributing Engrain's copyrighted maps over the Internet. This is an action for willful copyright infringement and breach of contract relating to Beans' misappropriation and use of Engrain's building maps.

JURISDICTION AND VENUE

2. Engrain is a Delaware corporation registered to do business in Colorado with its principal place of business at 5660 Greenwood Plaza Blvd, Suite 350, Greenwood Village, Colorado, 80111.

3. Upon information and belief, Beans.ai is a Delaware corporation registered to do business in California with its principal place of business 575 High St., Suite 330, Palo Alto, California 94301.

4. These claims are brought under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq. Subject matter jurisdiction is proper in this Court under 28 U.S.C. §§ 1331 and 1338.

5. This Court has supplemental jurisdictional over Plaintiff's state-law claims pursuant to 28 U.S.C. § 1367(a), because those claims form part of the same case or controversy and arise out of a common nucleus of operative fact.

6. This Court has personal jurisdiction over Defendant One Hundred Feet, Inc. d/b/a Beans.ai because Defendant has purposefully directed activities toward the State of Colorado and/or purposefully availed itself of the privilege of conducting business in Colorado.

7. Furthermore, Defendant entered into a June 13, 2022 Software Development Kit and Application-Programming Interface Agreement ("Agreement") with Plaintiff, which contains a forum selection clause identifying federal and state courts in Colorado and that the Agreement shall be governed by Colorado law.

8. Defendant committed acts giving rise to Plaintiff's claims by, among others, accessing Plaintiff's proprietary information under the Agreement and engaging in unauthorized reverse engineering, copying, and competitive use, causing harm to Plaintiff in Colorado.

9. Exercising personal jurisdiction over Defendant is consistent with due process and traditional notions of fair play and substantial justice.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, including Defendant's access to Plaintiff's software and confidential information under the Agreement and the resulting harm suffered by Plaintiff.

11. Venue for Plaintiff's copyright claims is proper pursuant to 28 U.S.C. § 1400(a) because Defendant is subject to personal jurisdiction in this District.

FACTUAL ALLEGATIONS

Engrain and its SightMap Product

12. Engrain is a Colorado based software development and technology company primarily serving the real estate industry. Founded approximately 20 years ago, Engrain began as a marketing and website development agency. At that time, Engrain was developing websites for owners and leasing teams for apartment buildings and other multifamily properties. These websites often included a map or visualization of the property for visitors. Eventually, these visualizations led to the development of Engrain's product, TouchTour. TouchTour would provide a visualization of buildings for virtual tours or how the building was expected to look once construction was completed. In its implementation, Engrain's customers would often employ an iPad or tablet with TouchTour loaded on-site.

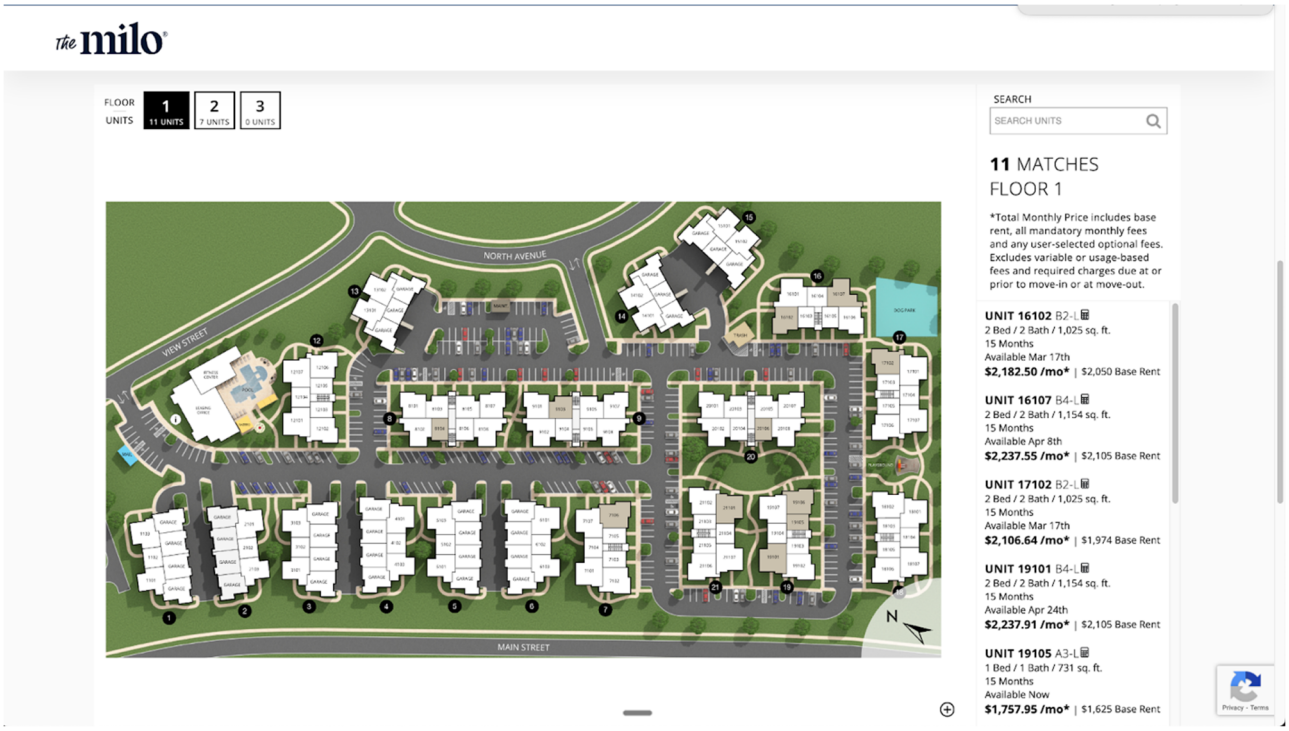
13. With the success of TouchTour, Engrain explored whether applications for interactive mapping and visualizations could be done at scale. Starting in 2012, Engrain invested substantial time, resources, and technical expertise to develop and scale interactive unit-level mapping technology for institutional and enterprise real estate owners, leasing teams, and property management software platforms that could involve hundreds of thousands of properties.

14. Developing this capability required years of research, iteration, and innovation, including the creation of proprietary processes for converting disparate and inconsistent source materials—such as architectural drawings, floor plans, and site layouts—into standard interactive unit maps suitable for deployment across large portfolios. This work involved not only software development, but also continual refinement of workflows for ingesting, validating, and normalizing property-specific data at scale. Indeed, general-purpose, global mapping and navigation platforms

such as Google Maps and the like are widely known for broad public use. However, those platforms focus on city, regional or worldwide scales, and even then, mapping data must be gathered. Similarly here, mapping data at unit-levels must be manually collected and converted.

15. In addition, with the advent of the COVID-19 pandemic and improvements in technology and other developments in the real estate industry, there was increasing and accelerating market demand for such interactive, unit-level map tools as more transactions like tours, comparisons, and leases for multi-unit buildings were done online. In fact, it is believed that currently almost 50% of leases in multi-unit buildings are completed completely online.

16. In response to these needs, Engrain developed its SightMap platform. SightMap is primarily used in the real estate industry by individuals on the owner and renter/consumer sides to see unit-level site map information. Specifically, the viewer can navigate through dynamic site maps that show a real-time perspective of the unit and through the surrounding hallways and community spaces within the building:



.

17. The way SightMap is achieved is through Engrain's unit-map technology ("Unit Map"). Unit Maps are interactive, visual representations of a property that display individual units – such as apartments, offices, or retail spaces – within the context of a building or site. Rather than listing units in tables or static floor plans, unit maps organize unit-level data spatially, allowing users to see where each unit is located and how it relates to features like views, amenities, entrances, parking, and surrounding buildings.

18. As SightMap began to be successfully implemented at scale with its existing and smaller property owners and leasing teams, Engrain started to draw the attention of major institutional and enterprise real estate portfolio holders and property management software providers that managed or owned hundreds or thousands of properties across the United States. For instance, Engrain was able to develop a partnership and collaborate with over 250 website providers that integrated SightMaps onto their websites and dozens of technology companies that integrated Unit Maps into their products.

19. Through these relationships, Engrain has continued to innovate and further improve SightMap, such as through integrating regulations banning junk fees and requiring all-in pricing for rentals through upgrades and optional features.

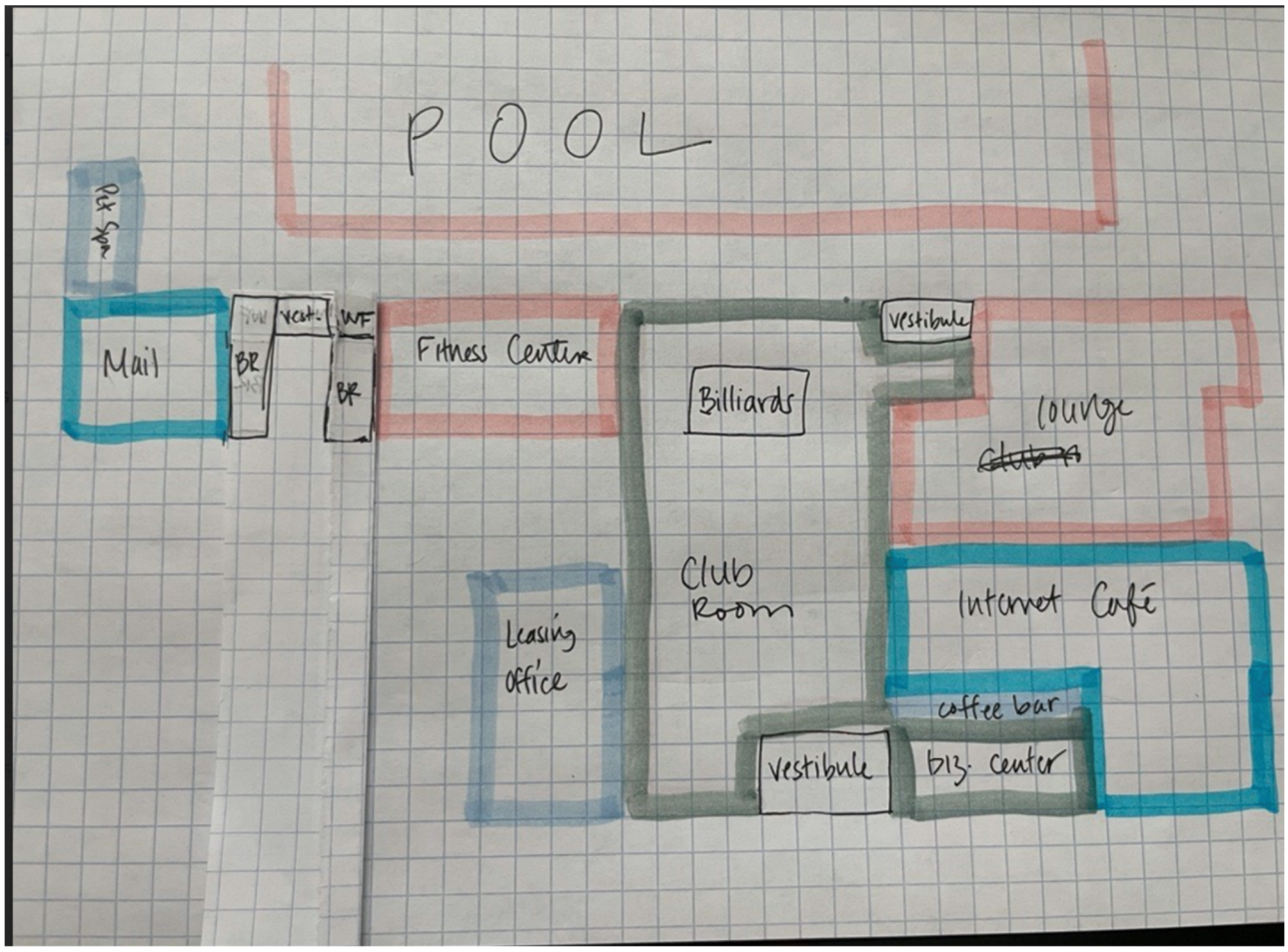
20. As a result, Engrain has grown to be the dominant, if not the only viable option, in the market for interactive mapping tools, with no known competitors able to produce Unit Maps or interactive mapping tools at the same scale, functionality, and quality that Engrain can produce.

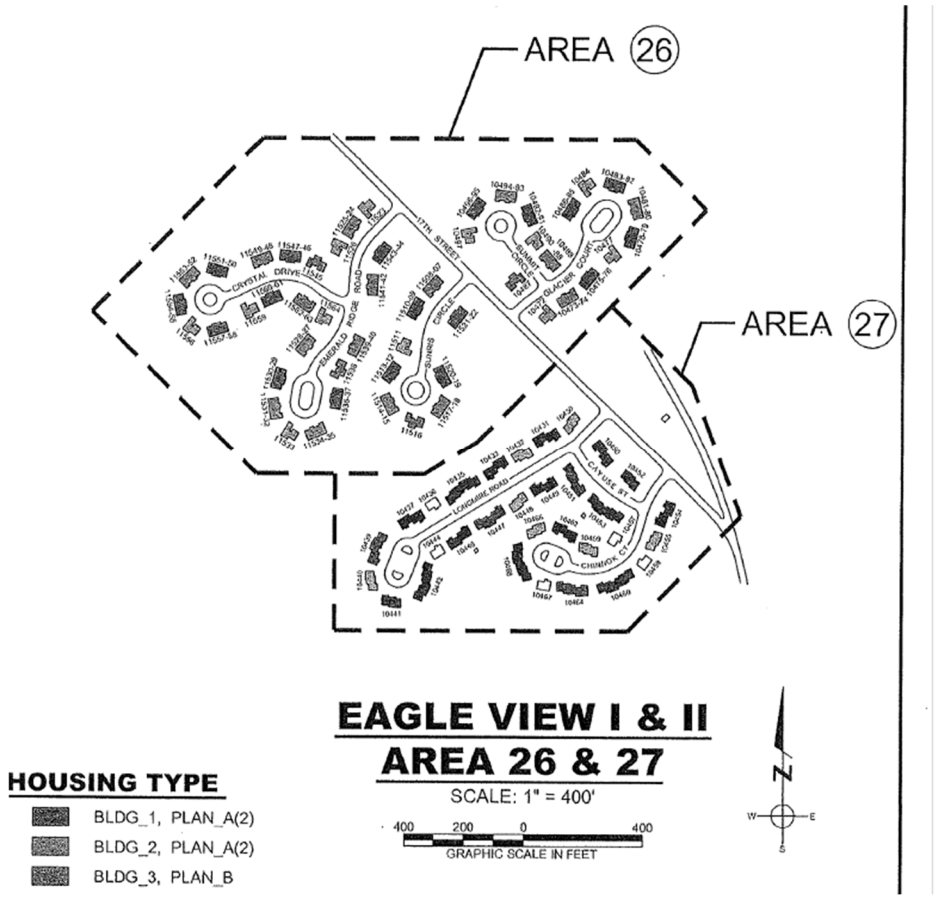
Development of Unit Maps

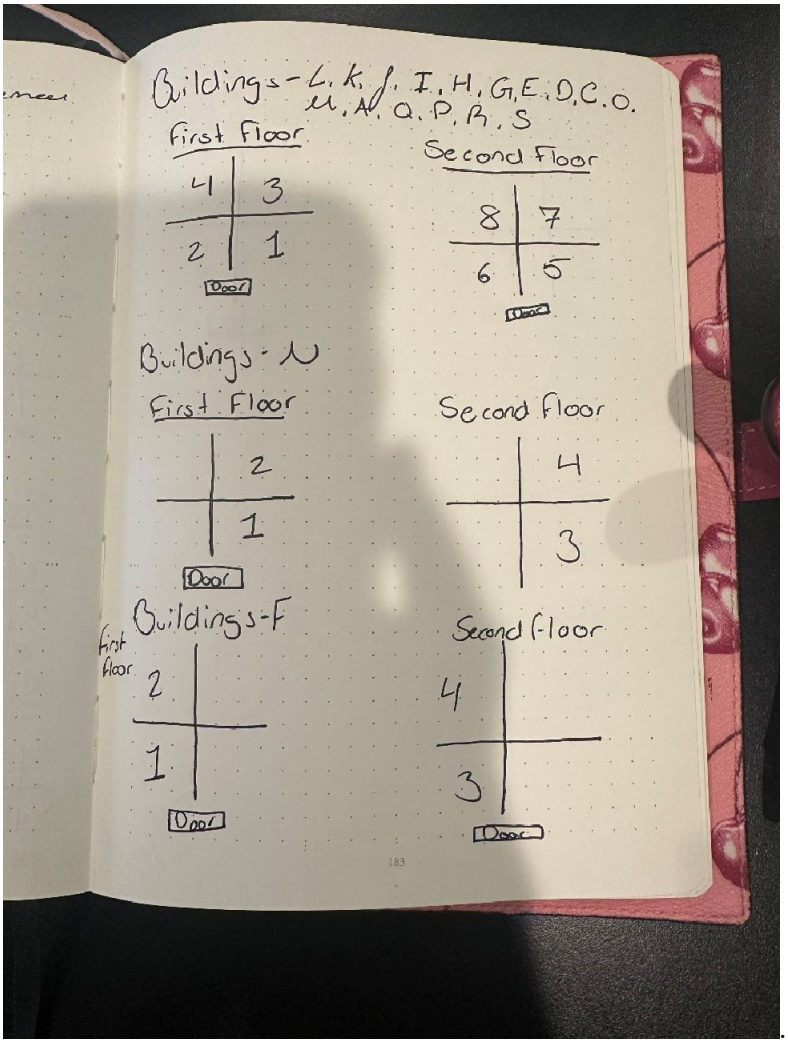
21. Creating unit-level maps is not an automated or template-based process, even when it is done at scale. Accurate mapping requires property-specific data that must be gathered directly from customers, reviewed for completeness and accuracy, and manually drawn and reconciled to

reflect real-world building configurations. Enterprise real estate portfolios often consist of hundreds of buildings with varying layouts and documentation practices, many of which lack standardized or digitized source materials.

22. Phase 1 is referred to as the "Customer Content Collection" Phase. During this phase, Engrain's Onboarding group interfaces with the customer directly to obtain the minimum content required to develop a Unit Map. The process requires multiple customer interaction touchpoints, advice, and support to gather the necessary source material. Usually, the customer provides a visual map file of the property and access to the property management software to obtain the unit-level inventory. This is key to accurately create the geospatial representation of all units at a property. This Phase may take up to 30 days to obtain the necessary content to proceed with the creation of the Unit Map of the property in question. For reference, a few examples of the raw source materials that Engrain may receive from a customer are set forth below:


POOL
Pet Spa
Mail
BR
BR
Fitness Center
Billiards
vestibule
lounge
Club Room
Leasing office
Internet Café
coffee bar
vestibule
biz. center


AREA 26
AREA 27
EAGLE VIEW I & II
AREA 26 & 27
SCALE: 1" = 400'
400 200 0 400
GRAPHIC SCALE IN FEET
HOUSING TYPE
BLDG_1, PLAN_A(2)
BLDG_2, PLAN_A(2)
BLDG_3, PLAN_B



23. As shown above, the raw data from the customer can be of varying sophistication, formats, and quality – from drawings up to formal architectural plans. Once received, this leads to Phase 2. Phase 2 is referred to as the "Content Verification" Phase. This Phase involves the Engrain onboarding group validating the source material for the property to ensure the visual map file is indeed representative of the unit-level inventory. This Phase requires manual effort to guarantee that every rentable unit space from the unit-level is represented, visually, on the map source file. This Phase usually takes 20-30 minutes per property.

24. Phase 3 is the Vendor Outsourcing and Internal Unit Tracing. Once the content is obtained and verified, Engrain will work with up to 5 production vendors to translate the provided source file into a vectorized version within Adobe Illustrator. The Engrain team responsible for this

Phase are a team of roughly 20-30 individuals from Engrain and its 30 – 40 individuals at vendor partners to draw and create the baseline unit shapes and apply Engrain's base level design specifications. This Phase takes around two days and involves at least 2 employees.

25. Phase 4 is Data Quality Assurance and Unit Map ID Generation. Using the Adobe Illustrator file provided, Engrain will extract the unit data that appears on the map to ensure that the map was effectively traced. This generates an accurate ledger of the physical space within the Unit Map file. This process requires a manual variance check between the data provided by the customer in Phase 1 and the initial vectorized units produced by the production vendors in Phase 3.

26. During this Phase 4, Engrain's unit-level unique identifiers (the "IDs") are created within Engrain's database as well as all of the unit-level metadata (i.e., square footage, bed/bath counts, floor, building, and floor plan). Notably, when Engrain began its Unit Map production process, the IDs used to be manually assigned by an employee, which could take considerable time depending on the property size and number of units. As a result, the ID process was also prone to human error, requiring Engrain to correct or re-do IDs. Eventually, Engrain developed its own software programming to automatically assign IDs, thus streamlining integration of SightMap with the ability to update information on units in real-time and over time using the IDs. All told, this Phase has now been scaled and streamlined down to an additional day.

27. Phase 5 is the Engrain Unit Map Finalization Phase. This involves Engrain's internal Unit Map Production team validating the geographical accuracy of the initial map vectorization from Phase 3, applying all final design requirements, encoding the Unit Map with Engrain's unique and discreet IDs, applying geographical coordinates (latitude and longitude) to all units across the property in question. From there, the final proprietary Unit Map file type is generated – with the extension of ".umap" – that will allow all future applications to render the map design accurately. The final proprietary Unit Map takes an additional two days.

28. Final Phase 6 is Quality Assurance. Engrain's Quality Assurance group is responsible for ensuring that the final product is functioning as expected and that all of the geographical and unit details are represented accurately. Quality Assurance will use a combination of Engrain's internal database and a specified Quality Assurance checklist to ensure that all of the required specifications are met. This is an additional day's worth of work.

29. As shown and described above, the Unit Map production process was created and refined over years. Indeed, the six steps were created out of trial and error, and originally the production could take up to 60 days, 16 hours, and at a cost of $900 per Unit Map. Now, after years of refinement and developing the six-phase production process, it now takes approximately 37 days and 10 hours to complete a unit map at approximately $450/Unit Map, depending on the property and the source materials available.

30. As a result of this years-long process refinement, Engrain incurred significant costs in labor, time, and expertise to map individual buildings and units – costs that cannot be avoided or materially reduced without sacrificing accuracy, design, or functionality. These efforts represent significant R&D and implementation investments that form the core basis of Engrain's competitive advantage.

31. In fact, until this action, there were no other known providers of an interactive mapping tool like SightMap, and Engrain's Unit Maps even originated the ".umap" extension for its Unit Maps. To date, Engrain has created over 20,000 Unit Maps of apartment communities and has grown to be the dominant market player in interactive mapping technology for property management software and tools across the United States.

Engrain's Intellectual Property

32. To protect the resources and work in creating Unit Maps, Engrain has a number of copyright registrations for its Unit Maps, as shown in the attached Exhibit A (hereafter, "Copyrighted

Works"). Engrain also has a number of copyright registrations for other Unit Maps pending, as shown in the attached Exhibit B.

33. Engrain also deploys written agreements for partners, collaborators, and customers, including a software development kit ("SDK") and application-programming interface ("API") agreement ("Agreement"), as shown in attached Exhibit C. Software development kits are generally bundled toolsets that help developers build applications that work with a specific platform, service, or software product. In essence, an SDK helps build applications faster and more reliably than starting from nothing. An API is a set of defined rules and tools that lets different software programs communicate with each other in a controlled, predictable way. For example, an API can allow a program to request data (e.g., maps, prices, user info), submit data (e.g., form entries, uploads), or trigger actions (e.g., process a payment, send a message). For example, a request might look like, "Give me the available units for this property." The API responds with structured data such as the unit number, price, square footage, and availability status.

34. An example of an API is the Google Maps API that allows developers to embed maps in their own apps or websites, calculate routes or distances, or display location data, all without copying Google's map data or software. In the context of SightMaps, the API permits authorized third party systems to request and receive specific property-related data – such as unit identifiers, availability pricing, or attributes – for display or integration purposes.

35. In this case, Engrain may need to give access to its Unit Maps and SightMap related SDKs or APIs for partners like website developers, software companies, and property management software to integrate Engrain's interactive maps onto their platform. The Agreement sets forth that the SDK, the API, and Unit Maps are all proprietary property of Engrain, including all intellectual property rights embodied therein:

> **1. USE, DELIVERY AND RIGHTS OF SERVICE**
>
> (a) **Ownership.** The SDK, API, Unit Maps and all associated software, workflow processes, user interface, designs, know-how, analytics, third party technology and other technologies provided by Engrain are the proprietary property of Engrain, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Engrain unless otherwise granted in this Agreement. Engrain reserves all rights unless expressly granted in this Agreement.

. (Exhibit C, Section 1.)

36. Thus, through the Agreement, Engrain licenses these tools. (*See* Exhibit C, Section 1(b) "License Grants"). There, Engrain grants a non-exclusive, nontransferable, revocable license:

> (b) **License Grants.** Subject to the other terms of this Agreement, Engrain grants Customer rights for each product as defined below.
>
> (i) **API**. Engrain grants Customer a non-exclusive, nontransferable, revocable license to provide Users with data provided via the API via Customer's website, software application, or application program for the purpose of returning metadata associated with a Unit Map and a URL associated with a Unit Map file. Customer shall not copy, distribute or allow access to the API by anyone other than authorized employees of Customer. Engrain shall provide Customer access to the API via an access key and a URL.
>
> (ii) **SDK**. Engrain grants Customer a non-exclusive, nontransferable, revocable license to use the SDK tools and programming for the purpose of rendering Unit Maps on Customer's website, software application, or application program. Customer shall not copy, distribute or allow access to the SDK tools and programming by anyone other than authorized employees of Customer. Engrain shall provide Customer access to the SDK via granting access to the Unit Map Developer Portal.
>
> (iii) **UNIT MAPS**. Engrain grants Customer a non-exclusive, nontransferable, revocable license to provide Users with access to Engrain's Unit Maps via Customer's website, software application, and/or application program. Customer shall not copy the Unit Maps and shall take reasonable measures to prevent Users from copying the Unit Maps. Engrain shall provide Customer and User's access to the Unit Maps via the Unit Map API.

(*Id.*)

37. In addition to a license, the Agreement specifically states that "Customer shall not copy or distribute the API or SDK, or copy the Unit Maps. Moreover, the "Customer" is required to take "reasonable measures to prevent Users from copying the Unit Maps." (Exhibit C, Section 1(b).)

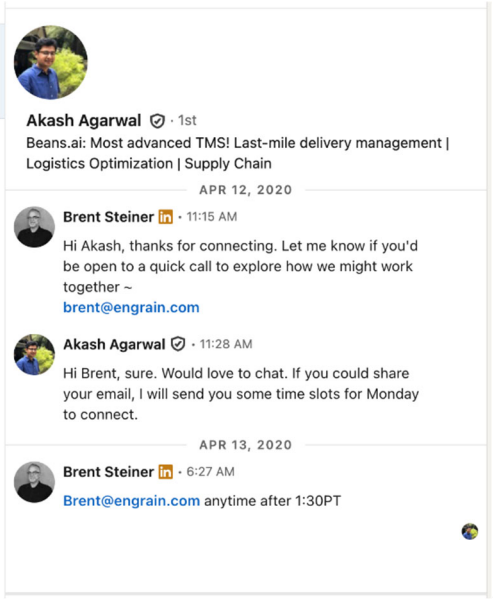
38. As is also common and applicable here, Engrain's Agreement prohibits reverse engineering of the SDK, API or the Unit Maps, or use of these to build a competitive service or product:

> (d) **Customer Restrictions**. Customer shall use reasonable means to ensure that each User and Customer employee does not:
>
> (i) reverse engineer the SDK, API or the Unit Maps;
>
> (ii) remove or modify any proprietary marking or restrictive legends in the SDK, API or the Unit Maps;
>
> (iii) use the SDK, API or the Unit Maps to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), unlawful or tortious material, or any other material in violation of a third-party right;
>
> (iv) use the SDK, API or the Unit Maps to harm or impersonate any person, or for any commercial purpose (including accessing the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes);
>
> (v) interfere with or disrupt the integrity or performance of the SDK, API or the Unit Maps; or
>
> (vi) attempt to gain unauthorized access to the SDK, API or the Unit Maps or their related systems or networks.

. (Exhibit C, Section 1(d).)

The Current Dispute

39. Engrain first became directly aware of Beans around April 12, 2020, when Akash Agarwal, Beans co-founder, connected with Engrain's founder, Mr. Steiner, on LinkedIn:



40. At that time, it appeared that Beans was also a software application provider, chiefly in the area of logistics, transportation, and supply chain industries.

41. On or around May 15, 2020, representatives from the parties, including Messrs. Steiner and Agarwal, conducted an exploratory meeting to understand possible partnerships or other synergies. At that time, it was clear to Engrain that Beans' services in the logistics, transportation, and supply chain industries did not overlap with Engrain's target customers, and so no further action was taken.

42. Beans then reengaged Engrain on or around April 2022, when both parties attended the Apartment and Innovation Marketing conference. Shortly thereafter, representatives from Engrain traveled to meet Beans founders, Akash Agarwal and Nitin Gupta, in Palo Alto at Beans' offices over a year later, on or around June 2, 2022.

43. During that meeting, the parties discussed whether each of their technologies could integrate with each other. It was understood that Engrain had an application focus, large client-based,

property management software integration ability, and knowledge of the data side of the market. Importantly, it was also understood that Engrain's Unit Maps, i.e., shape-based and georeferenced maps, were valuable and not a technology Beans was offering at that time.

44. Rather, Beans had a logistics focus, wide coverage from the One Hundred Feet App, indoor routing technology and data points including unit locations, doors, and entrances. In other words, Beans' maps are x, y coordinate-based, not shape-based though work had started on developing shape-based maps. Beans demonstrated early versions of these maps at that meeting.

45. Engrain was interested in adding indoor routing that Beans offered as an additional feature to SightMaps and considered a partnership with Beans. The main concern for Engrain was whether Beans' technology could be integrated into Engrain's. For example, if Beans did indeed have indoor routing technology, the hope was that the routing would align with and work with the Unit Maps.

46. The parties proceeded to explore commercial possibilities over the Summer of 2022, mainly whether there could be a partnership to integrate Engrain's technology into Beans' map technology to create 3-D type routing. This included multiple representatives and employees from the parties setting and conducting meetings and exchanging information.

47. A crucial part of this exploratory phase was the feasibility of integrating Engrain's Unit Map technology into Beans' more traditional x, y coordinate maps. To that end, the parties executed Engrain's Unit Map SDK/API Agreement on June 10, 2022 (the "Agreement"). (Exhibit C.) From Engrain's perspective, this diligence phase would not only gauge technical feasibility, but also whether Engrain's customer and revenue base could expand to Beans' industry and customers.

48. As work commenced under the Agreement, the parties exchanged information, including links to published documentation and several links to "playgrounds," i.e., interactive

environments for developers to write, test, and debug code for APIs, among other components, without needing a full development setup.

49. Beans provided several "playgrounds" to Engrain. In working in these "playgrounds," Engrain was not able to fully understand how Beans planned to incorporate their routing technology into and with Engrain's Unit Map technology. Specifically, it became apparent that map specificity and accuracy was not adequate using Beans' platform. Doors and entrances were in the wrong locations, and integrating multilevel parking and garden features proved to be a challenge.

50. By the end of July 2022, Engrain's impression was that Beans was not able to integrate Engrain's Unit Maps with its technology, and a partnership was unlikely at that time. However, Engrain gave Beans more time and opportunity to pivot to add indoor navigation to Engrain's Unit Maps.

51. After no contact for almost a year, Jared Schaffer, Beans' Business Development representative, requested an in-person meeting with Engrain. Around July 24, 2023, Mr. Schaffer met with Mr. Steiner to re-engage on partnership discussions. At that time, Engrain understood Beans was struggling to make strides in its market and wanted to re-engage partnership conversations.

52. Around this same time frame, Engrain's long-time partner, Rently, abruptly canceled its partnership with Engrain. Rently had been supporting Unit Maps as part of its "Rently Self-Touring" experience for potential renters and property owners. This came as a surprise to Engrain because Engrain enjoyed a productive partnership with Rently who had integrated Unit Maps into their self-guided Tour product for dozens of common clients.

53. During the July 2023 meeting between Mr. Schaffer and Mr. Steiner, Mr. Steiner learned that Beans was gaining traction within Engrain's real-estate market and had intentionally pursued an exclusive relationship with Rently. Although the parties agreed to continue discussing, Mr. Steiner expressed his frustration and surprise at Beans' conduct.

54. As a result, Engrain proposed pivoting the partnership to focus on "immersive map views" and supplementing its own data with Beans' Points of Interest ("POI") data to license for use in Engrain's SightMap products.

55. Subsequently, Mr. Schaffer proposed a partnership structure around November 2023, which primarily set forth the tiered pricing based on volume for Engrain to pay Beans for POI data. The proposal was only five (5) slides and was surprisingly generic to Engrain given the amount of time and resources Engrain had expended in exploring a potential partnership.

56. Around November 2, 2023, Mr. Steiner, Engrain's other co-founder Patrik Vormittag, and Melissa Pasquale, met with Mr. Gupta and Mr. Schaffer in Engrain's suite at the Optech Conference in Las Vegas, Nevada. Beans' tone had shifted considerably in just a month. Mr. Gupta took an aggressive tone, now positing that Beans' map products would be an "easy sell" over SightMap and that Beans would take market share from Engrain.

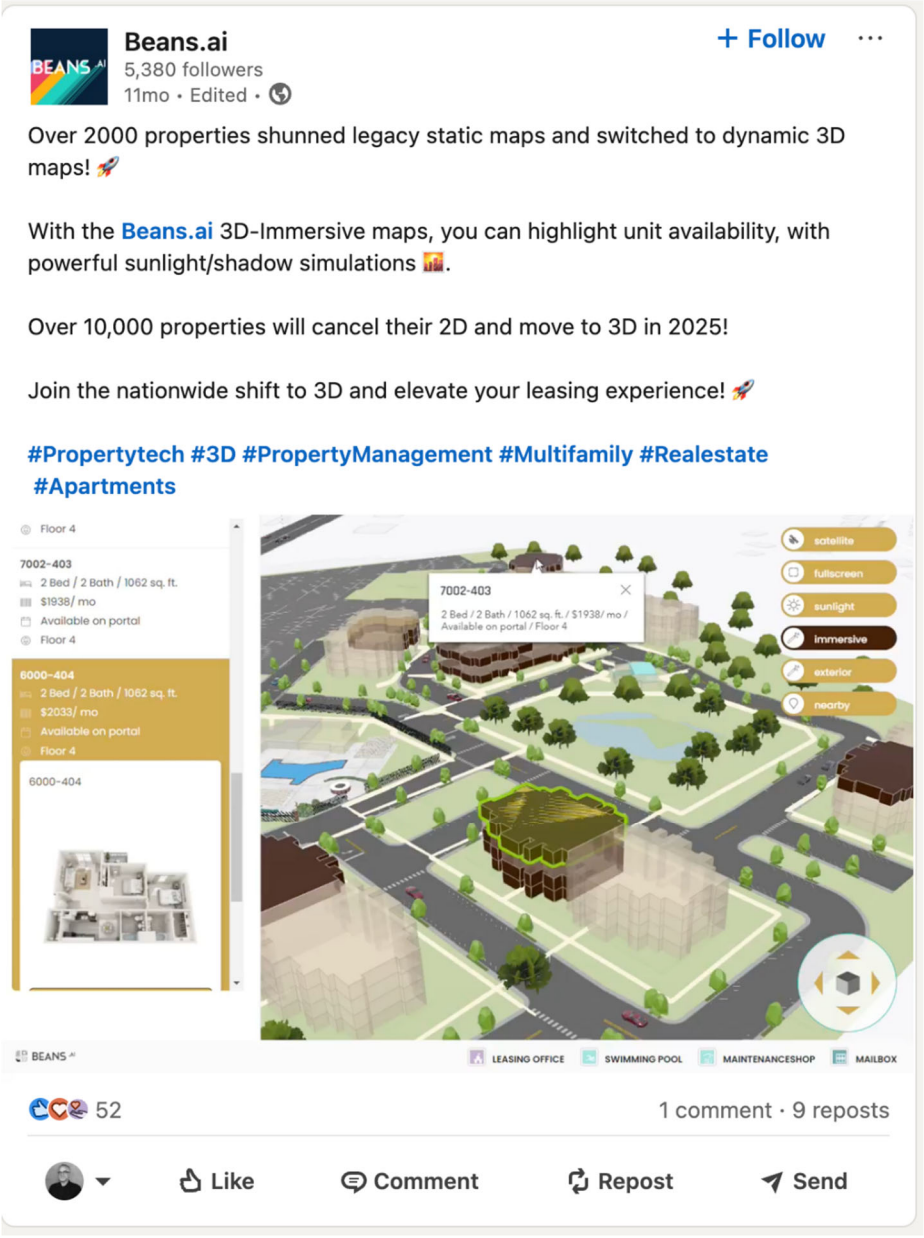
57. Moreover, Mr. Gupta pressed Engrain to license Beans' POI data in SightMap, but essentially pay the same price Beans was charging for its full platform product. Mr. Gupta became increasingly more aggressive in his tone and sale pitch, threatening Engrain that Beans would quickly take market share Engrain had spent years developing.

58. From this conversation, it was clear that Beans was no longer looking to Engrain for help in improving its technology. Rather, Engrain had the distinct impression that Beans had decided to directly compete with Engrain with its platform. Indeed, in subsequent correspondence, the proposed pivot to licensing Beans' POI data no longer seemed to interest Beans.

59. Ultimately, other than the Agreement, the parties had no other discussions and did not enter into any formal partnership or arrangement.

Defendants' Copyright Infringement and Breach of Contract

60. Beginning in January 2025, Beans began advertising a 3-D immersive map product aimed at the real-estate market, as shown in the below LinkedIn post:



(*See* https://www.linkedin.com/posts/beansai_propertytech-3d-propertymanagement-activity-7267759583094300672-

KoVj?utm_source=share&utm_medium=member_desktop&rcm=ACoAAAW3tYwBZ4bpzv4hTOwX1SC8zL8UXk3A8Js).

61. As advertised, Beans claims that "Over 10,000 properties will cancel their 2D and move to 3D in 2025!" The reference to 10,000 properties was suspicious, as that was the approximate number of maps Engrain had published during the engagement period with Beans – information that would have been disclosed under the Agreement.

62. Upon information and belief, throughout 2025, Beans embarked on an aggressive and extensive sales and advertising effort claiming its interactive mapping tool, called WebWidget, had the same functionality as SightMap. Even Engrain was receiving marketing emails from Beans. Engrain was skeptical of Beans' marketing claims given the significant time and resources that went into creating SightMap and Unit Map.

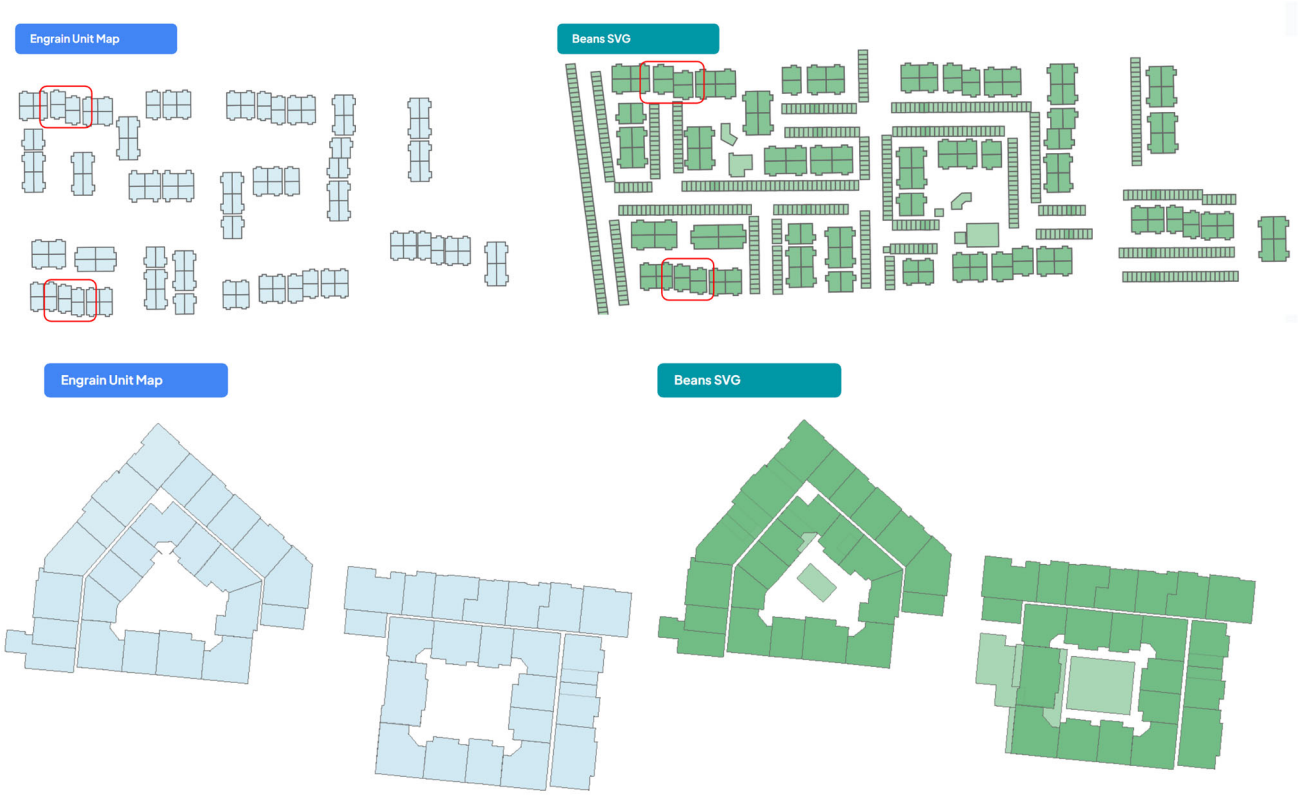
63. However, in October 2025, Engrain received its first SightMap cancellation. In following up with that customer, Mr. Steiner was made aware that Beans was heavily and aggressively marketing to Engrain customers by claiming that switching from SightMap to WebWidget was "an easy switch." Engrain became suspicious of this statement, and began to investigate Beans' product.

64. After viewing Beans' competing product on live websites, Engrain was able to pull Beans' publicly available map data and associated files and began a comparison of Bean's unit shape data to Engrain's unit shape data. In particular, Engrain converted Beans' unit shape data into "SVG" files for comparison, which are scalable vector graphics, or simply put, the 2-D rendering of the drawn unit map with certain attributes and description, like floor labels (i.e., "1st floor, Floor 1, or Floor 0"), precise latitude/longitude coordinates, and other attributes that may be bespoke to the property (i.e., student housing cases where there are several bedrooms within one unit).

65. When comparing the unit shape data, Engrain looked for recognizable indictors, or "fingerprints" of authorship. These "fingerprints" are the product of Engrain's original design choices and not dictated by industry standards, technical constraints, or third-party specifications.

66. One of Engrain's "fingerprints" is the spacing between buildings, units, or the dimensions of hallways on the Unit Maps (hereafter "Shapes and Spacing Fingerprint"). During Phase 3 of the Unit Map development process, once a customer's source material is verified, individuals translate and draw a vectorized 2-D version of the site in Adobe Illustrator. Due to this human task, the Unit Maps, while accurate, embody this human touch with slight variations in the spacing and orientation of the building or unit shapes.

67. The Shapes and Spacing Fingerprint was found across numerous Bean's unit maps, with examples from the Emberwood Apartments and Modera by Mill Creek properties, as annotated in the red squares below:



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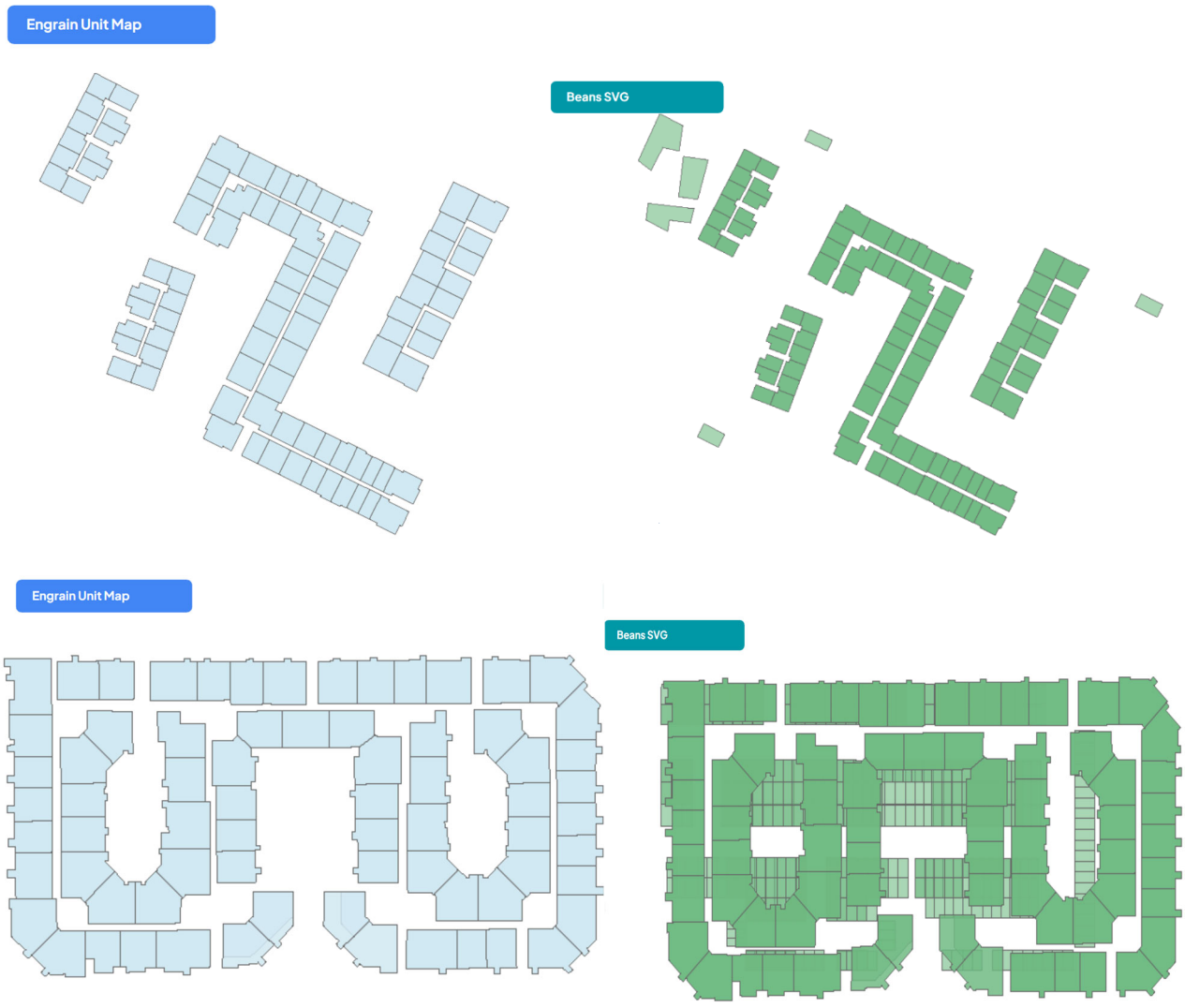
68. Engrain found numerous other examples of the Shapes and Spacing Fingerprints, with the only differences being added site features like parking spaces and using green instead of Engrain's blue ("Derivative Works"):

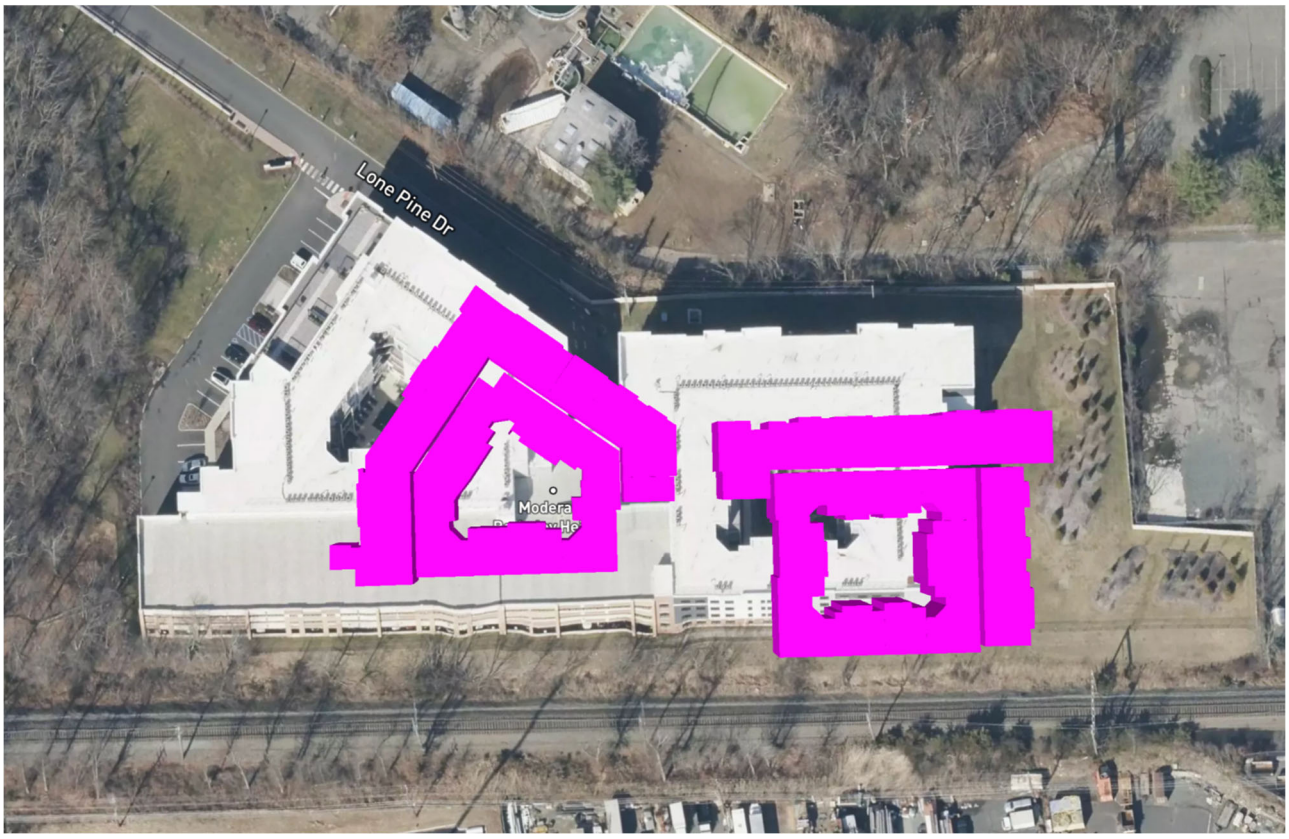


These Derivative Works use the identical spacing and spaces, except to additional structures on the site.

69. Another example of a Derivative Work is Engrain also discovered Beans stole Engrain's georeferencing data in its unit maps (hereafter "Georeferencing Anomaly(ies)"). For buildings and units that have not yet been constructed, Engrain will determine and identify the GPS

coordinates for the building shapes and units ahead of time. When construction is complete, the GPS coordinates may slightly deviate from the exact latitude/longitude, as shown:

. In this example, the property was under construction and had no buildings or unit yet. Accordingly, as shown in magenta below, Engrain's team placed the building slightly farther to the right and lower than the completed construction:



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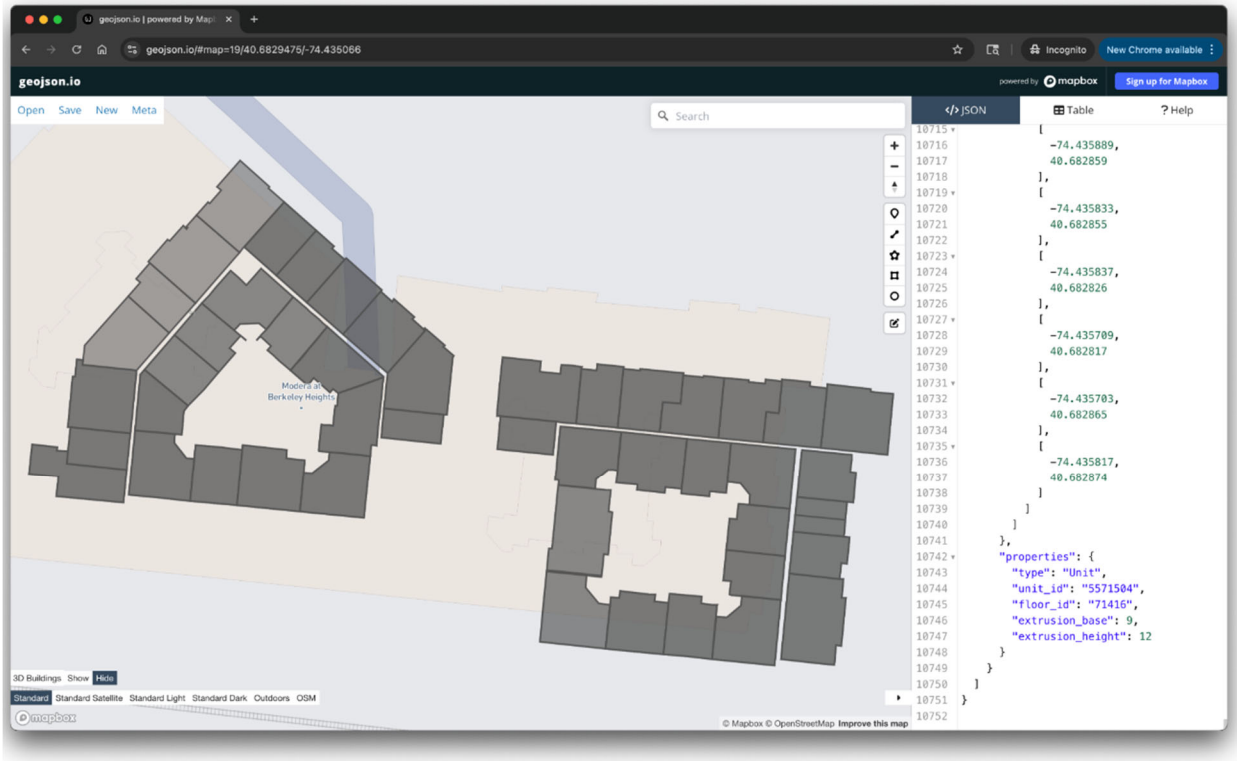
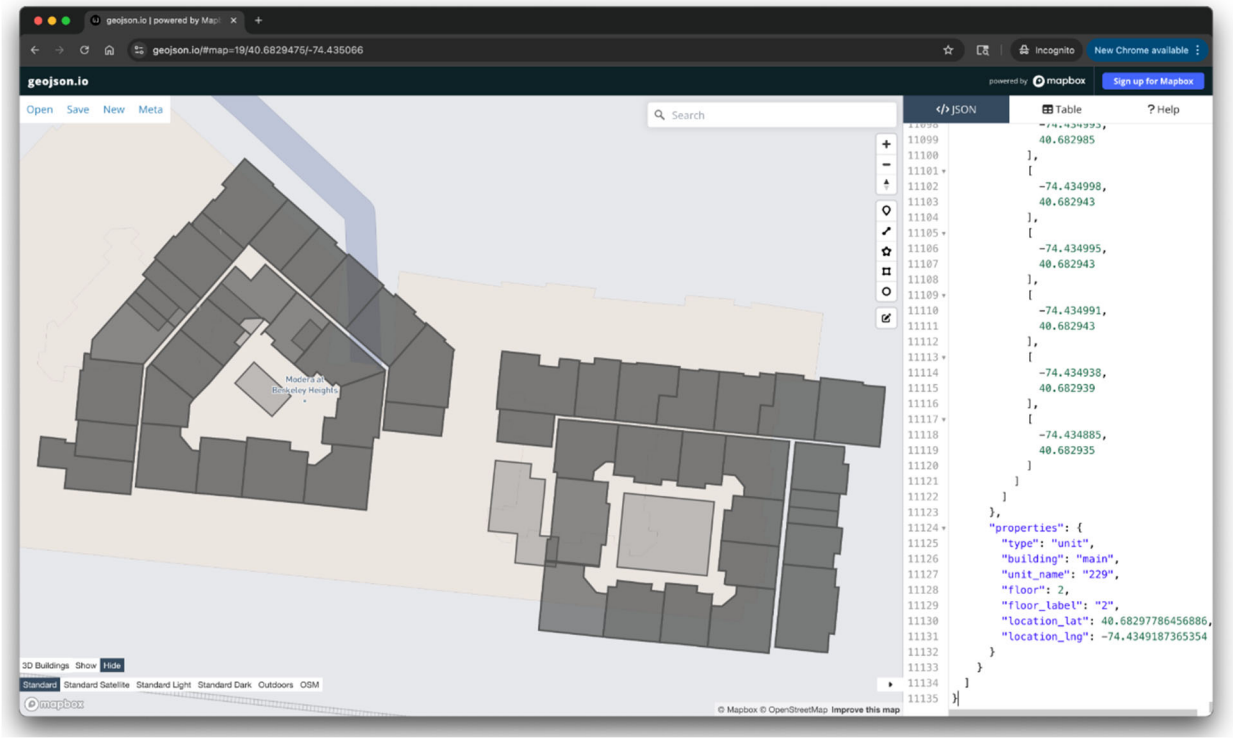
70. Upon inspection, this Georeferencing Anomaly appeared on Bean's unit shape data for this property with the same incorrect latitude/longitude coordinates:

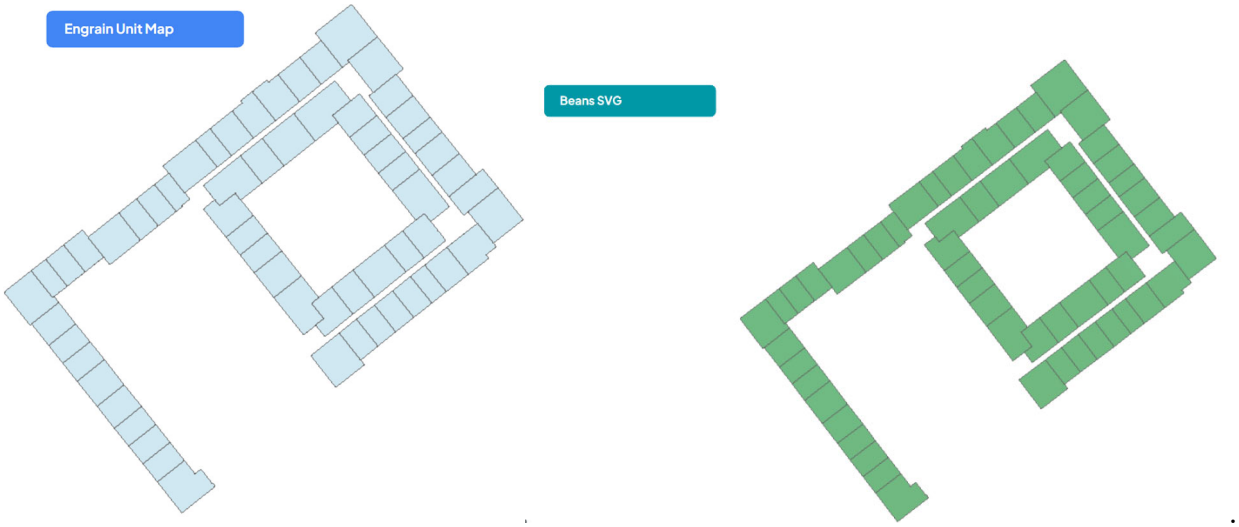
Engrain Unit Map



Beans SVG

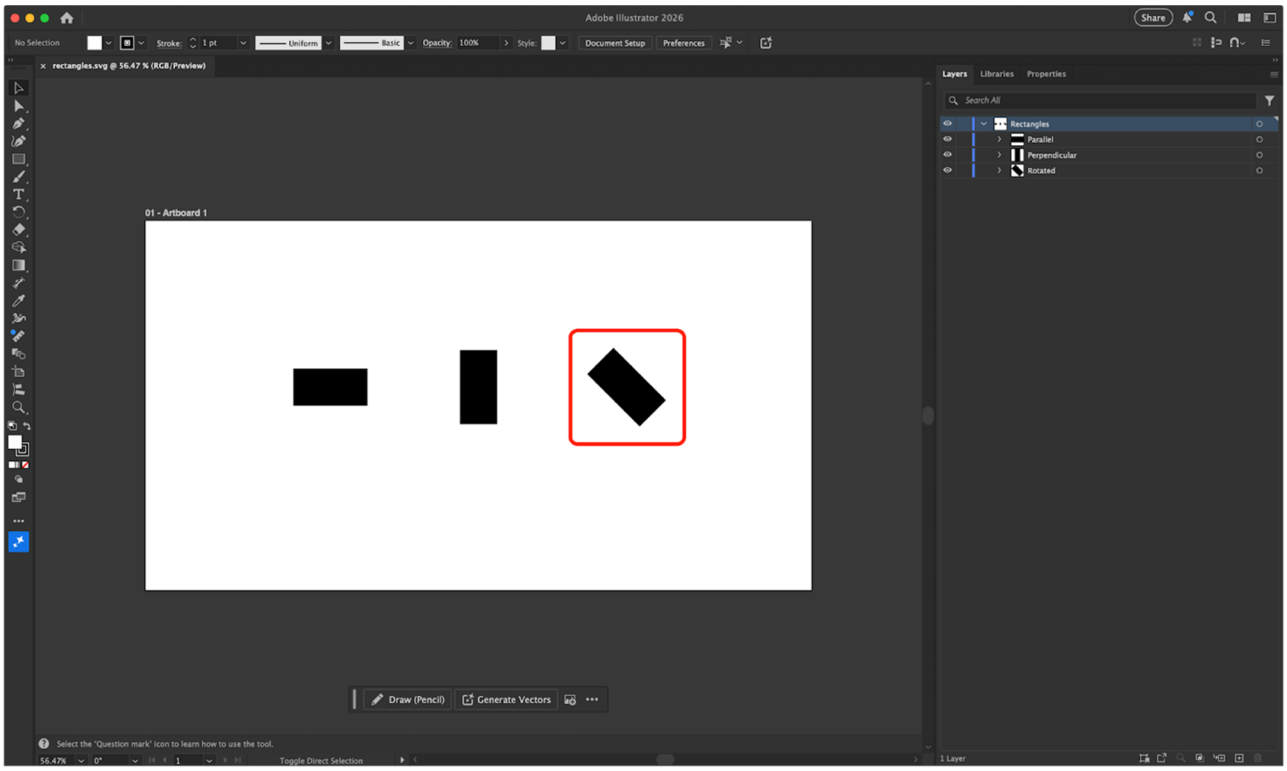


71. Similarly, other Shapes and Spacing Fingerprints were found in numerous other Beans' unit shape data that deployed identical orientations unique to Unit Map, not the property:



In this example, both unit maps are rotated slightly at approximately 2°.

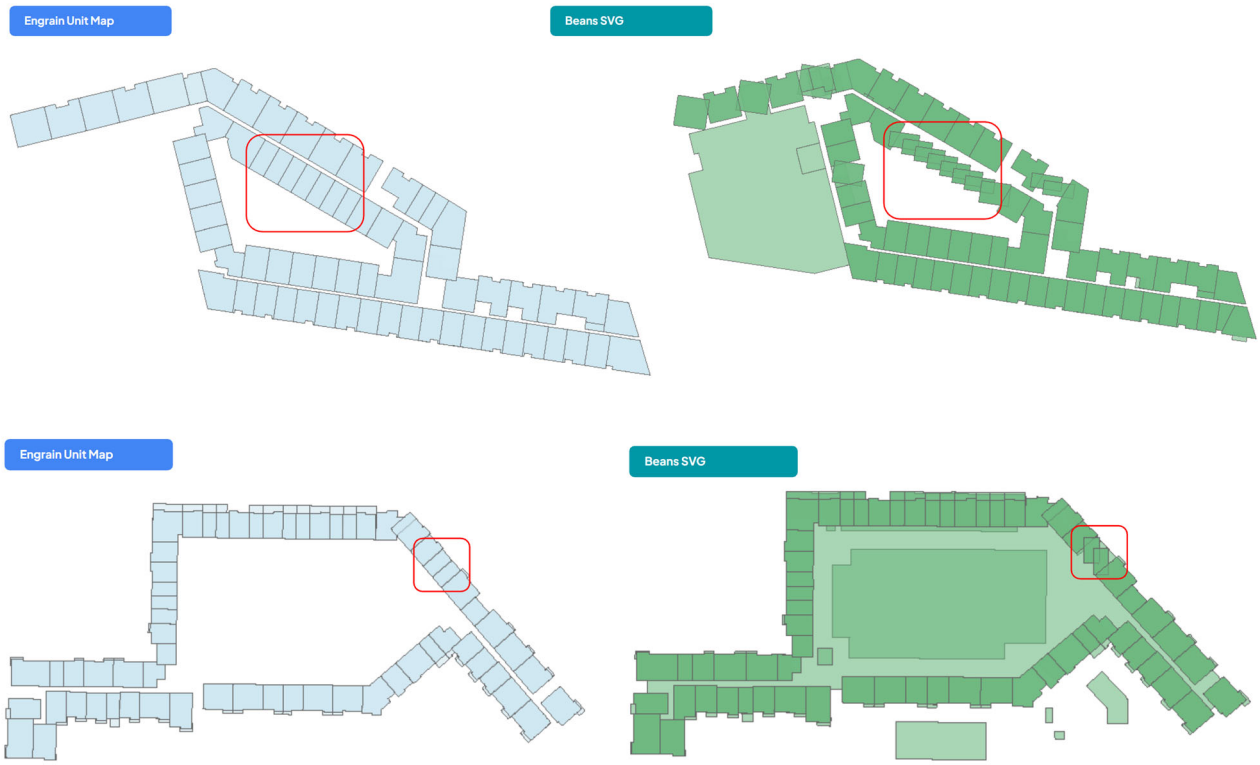
72. Furthermore, Beans' unit maps contain "transform errors," revealing Beans failed to account for Adobe Illustrator's handling of rectangular shapes when outputting to the well-known SVG format (hereafter "Adobe Illustrator Quirk"). When the shapes for the site are drawn in Adobe Illustrator, many of the unit shapes will be rectangles. Illustrator will choose to output these rectangles as "rect" SVG objects. If the rectangle is also rotated (not perpendicular or parallel to the Art Board), Illustrator will describe the rotation via the "transform" property:



rectangles.svg

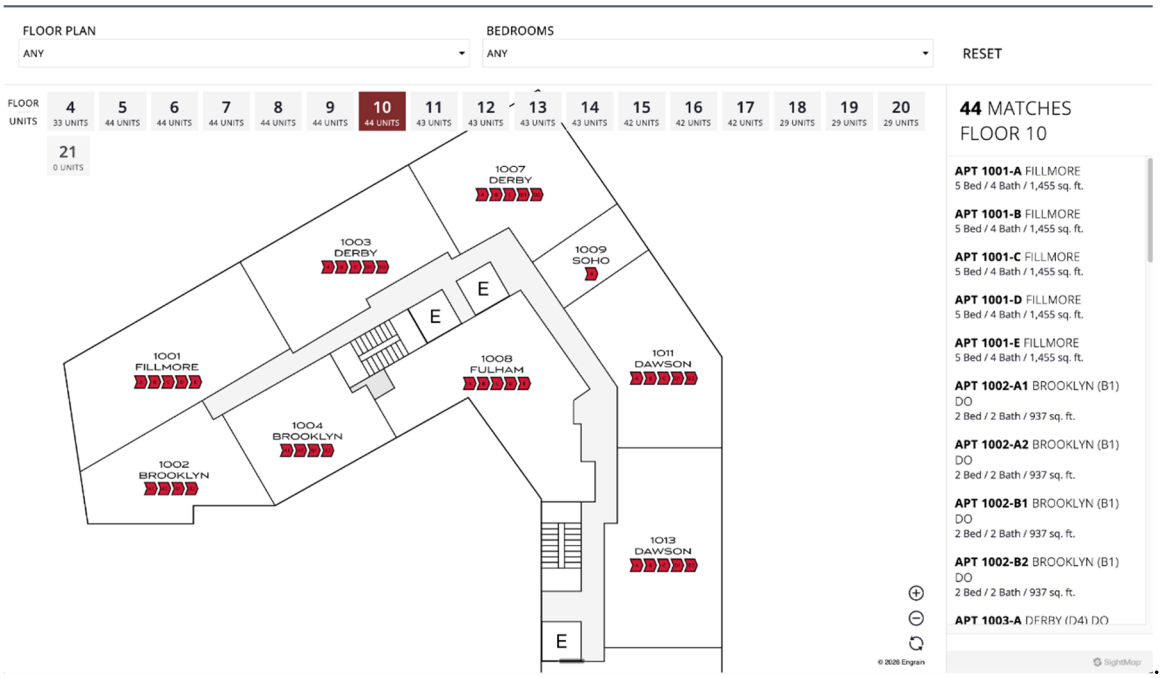
```
<?xml version="1.0" encoding="UTF-8"?>
<svg id="Rectangles" xmlns="http://www.w3.org/2000/svg" width="900" height="500" version="1.1" viewBox="0 0 900 500">
  <!-- Generator: Adobe Illustrator 30.1.0, SVG Export Plug-In . SVG Version: 2.1.1 Build 136) -->
  <g id="Rotated">
    <rect x="625" y="175" width="50" height="100" transform="translate(31.282 525.52) rotate(-45)"/>
  </g>
  <g id="Perpendicular">
    <rect x="425" y="175" width="50" height="100"/>
  </g>
  <g id="Parallel">
    <rect x="200" y="200" width="100" height="50"/>
  </g>
</svg>
```

It is believed that while automating the copying of Engrain's Unit Maps, Beans did not account for this transform property when converting the unit shape data into their own format. This error results in these unit shapes not being correctly rotated, appearing as a visual artifact and further evidence of copying:

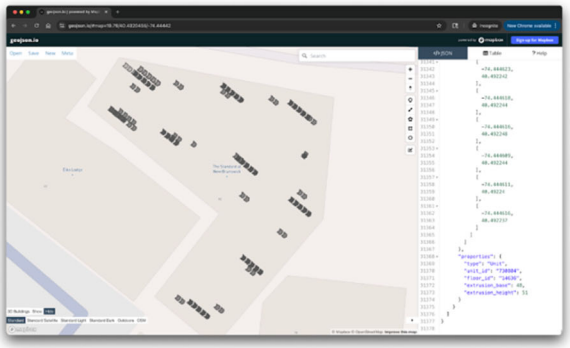


. As shown above in the red annotated sections, Engrain's Unit Maps on the left show the units next to each other. But Beans' unit map has left the rectangular units at a skewed position because, upon information and belief, it did not create its own unit maps and simply copied Engrain's for its WebWidget product.

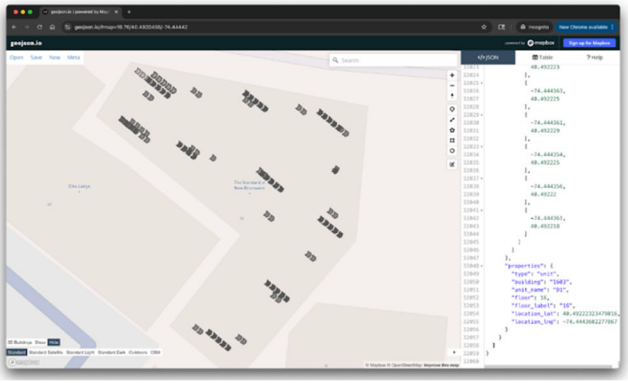
73. Other "fingerprints" Engrain has discovered relate to signature design choices or naming conventions (hereafter "Unit Map Signatures"). For instance, Engrain began creating Unit Maps for student housing, which often contains several rooms within a unit. Engrain chose a chevron shape to denote rooms within a student housing unit:



Engrain Unit Map

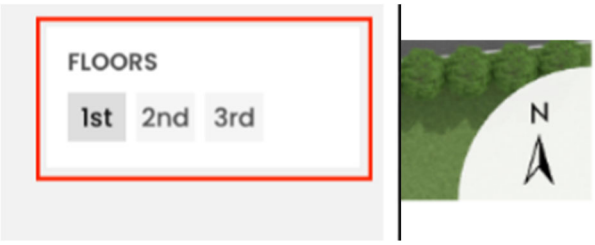


Beans SVG



Upon information and belief, when copying the Unit Maps, Beans also used the exact same chevron shape for student housing.

74. Another Unit Map Signature are naming conventions for multiple floors of ("1st floor, Floor 1") and the use of a compass symbol in the right bottom corner:



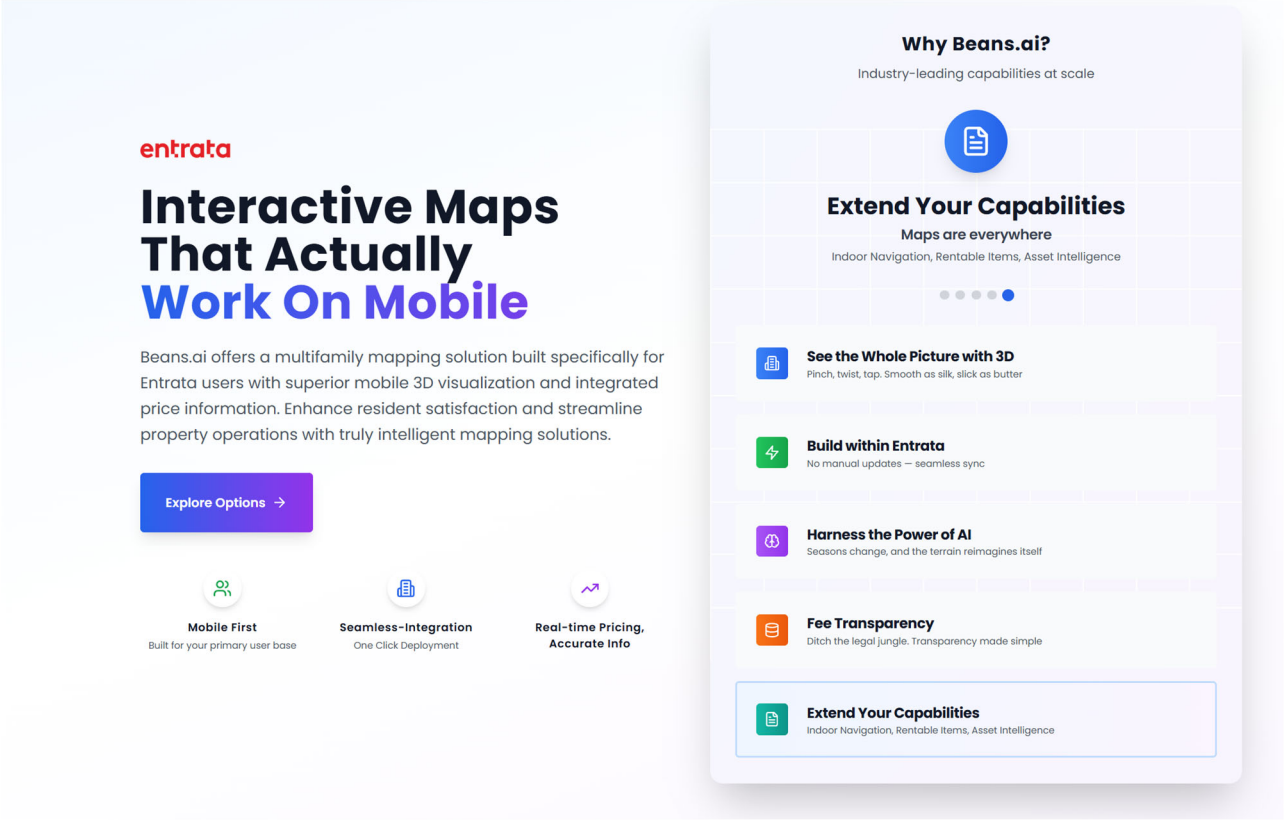
. Both of these Unit Map Signatures are also present in Beans' unit maps.

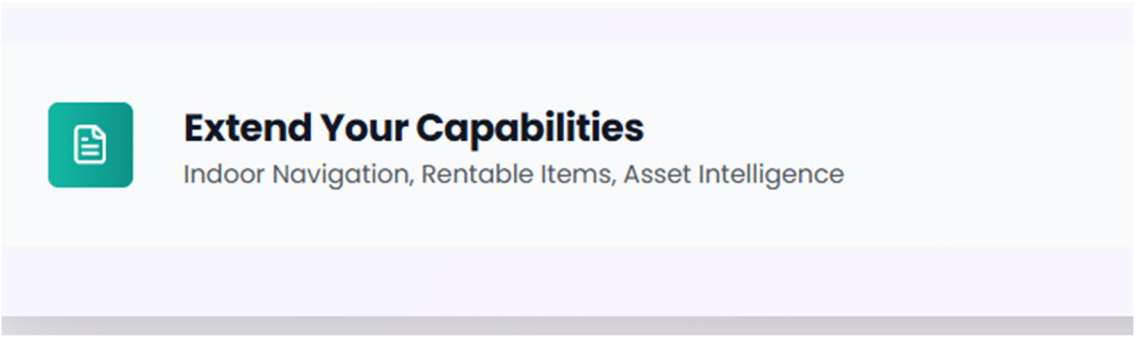
75. Upon information and belief, the majority of Beans' unit maps, which are likely to number in the thousands, have the Shapes and Spacing Fingerprints, Georeferencing Anomalies, reflect the Adobe Illustrator Quirk, and employ Unit Map Signatures.

76. Based on this information, it is believed that Beans has copied a substantial amount of, if not wholesale copied, Engrain's Unit Maps, which number approximately 10,000 Unit Maps, in violation of its Copyright Registrations and the Agreement. Upon further information and belief, based on the time stamps of Beans' unit maps, Beans has likely been "scraping" or copying substantial portions, if not all, of Engrain's Unit Maps as far back as 2023 and as recently as December 2024.

77. Upon information and belief, Beans either accessed Engrain's Unit Maps through the Agreement, or "scraped" the Unit Maps from property related websites like Apartments.com by calling the Unit Map API using that company's API key, or through other third-party property related websites.

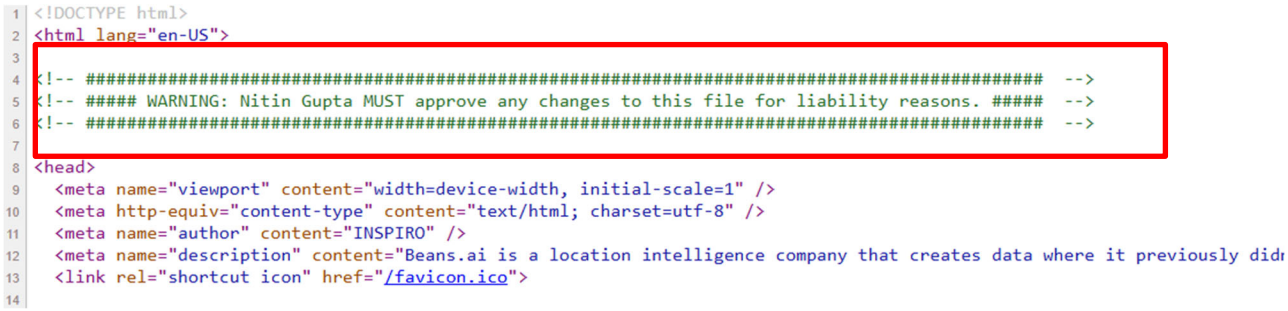
78. Upon further information and belief, Beans not only copied the Unit Maps, but is intent on copying Engrain's entire business model at the expense of Engrain's intellectual property. Engrain recently learned of Beans' new website advertising its product which appears to be a direct comparison to Engrain's SightMap, down to copying Engrain's naming conventions for product features:





("New Website"). (*See* https://www.beans.ai/mapswidget/client/entrata-data/) (last visited February 6, 2026.) The term "Rentable Items" is used directly on Engrain's website to describe maps for parking spaces, and "Asset Intelligence" is a different Engrain product altogether unrelated to SightMap.

79. Simply put, Beans is clearly targeting Engrain's market, especially its larger institutional and enterprise customers by offering a nearly identical product. Upon further information and belief, Beans' knowledge is also shown through Mr. Gupta's statement, "Nitin Gupta MUST approve any changes to this file for liability reasons" on the source code of the New Website:



```
<!DOCTYPE html>
<html lang="en-US">

<!-- ############################################################################################  -->
<!-- ##### WARNING: Nitin Gupta MUST approve any changes to this file for liability reasons. #####  -->
<!-- ############################################################################################  -->

<head>
  <meta name="viewport" content="width=device-width, initial-scale=1" />
  <meta http-equiv="content-type" content="text/html; charset=utf-8" />
  <meta name="author" content="INSPIRO" />
  <meta name="description" content="Beans.ai is a location intelligence company that creates data where it previously didn
  <link rel="shortcut icon" href="/favicon.ico">

```

. (emphasis added)

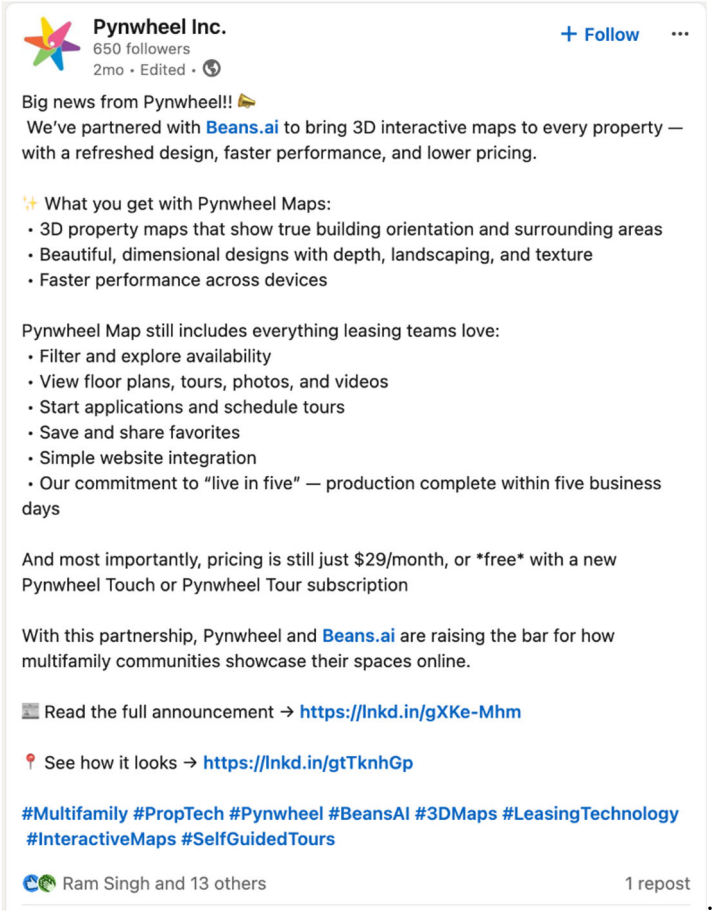
80. In fact, Engrain may have already lost a long-time enterprise partner, Entrata. As described herein, Entrata is a major provider of property management software to property owners and leasing teams for numerous properties around the country. For years, Engrain had been integrating SightMap into Entrata's websites. During a routine check-in with Entrata, that customer disclosed that Beans was offering **free** immersive maps into that customer's property website(s). It became clear to Engrain that this was designed to proactively encourage clients to switch from Engrain to Beans.

81. Upon information and belief, Beans was only able to offer its product for free because it incurred no development or start-up costs in producing its unit maps. Upon further information and belief, there were no development or start-up costs for Beans' unit maps because it wholesale copied and used Engrain's Unit Maps.

82. As a result, it is believed that Entrata began to pressure its users to discontinue SightMap for new and existing properties in favor of converting to Beans' product at no cost.

83. Subsequently, after several years of growth in market share and revenue, Engrain suddenly began receiving cancellations and losing contracts based on these new "free map partnership" arrangements Beans was offering. Specifically, between October 2025 and December 2025, six customers cancelled their contracts with Engrain: JRK Property Holdings, Liv Communities, Baron Properties, CREI Management, Trantor Realty, Triton. It is believed that all six customers canceled these contracts in favor of switching to Beans' "free" alternative.

84. Moreover, Engrain recently learned a third-party, Pynwheel, is now advertising 3D interactive maps through a partnership with Beans:



These links in this announcement on LinkedIn reflect a copyrighted Engrain Unit Map. (*See* https://www.linkedin.com/posts/pynwheel-inc-_multifamily-proptech-pynwheel-activity-7397444293675634689-szON?utm_source=share&utm_medium=member_desktop&rcm=ACoAAAW3tYwBZ4bpzv4hTOwX1SC8zL8UXk3A8Js; *see also* November 19, 2025 Pynwheel Press Release https://pynwheeltouchscreens.com/blog/16000/Beans-Partnership.)

85. Based on this discovery, Engrain found that over 3700 map URLs that all appeared under the account name, "Beans." These appeared to be staging URLs, i.e. not active live websites,

but publicly available, automatically pulling Beans unit maps across a cross-section of Engrain clients and locations.

86. Engrain cross-referenced the addresses associated with these Beans unit maps and estimates over 75% of these maps are "scraped" Engrain Unit Maps based on the "fingerprints" described herein, and other information.

87. Thus, it appears that Beans is also actively copying and distributing infringing unit maps to third-parties, making it liable for vicarious and contributory infringement, with its potential customers or partners like Pynwheel liable for direct copyright infringement as well.

88. Upon information and belief, Beans knew through at least the Agreement and the prior contacts with Engrain that the Unit Maps and software elements it copied were copyrighted works owned by Engrain.

89. Beans knowledge is evidenced by, among other things, Beans' access to Engrain's platform, materials, and Unit Maps through the Agreement, the statement by Mr. Gupta on the New Website, its numerous meetings, and communications with Engrain dating back to 2020, and Beans' own familiarity with the market for interactive unit-mapping software in which Engrain is a recognized innovator.

90. Upon information and belief, Beans is a sophisticated commercial actor operating in the same or closely adjacent technological space as Engrain and understood that unit-level interactive maps are the product of original authorship and protected expression, not generic or public-domain materials.

91. Despite this knowledge, upon information and belief, Beans willfully and intentionally copied Engrain's Copyrighted Works, or at a minimum acted with reckless disregard for Engrain's exclusive rights. Upon further information and belief, Beans did not merely replicate high-level concepts or functional ideas, but instead reproduced Engrain's distinctive expressive

elements, including unique design choices and non-functional structural characteristics that have no explanation other than copying.

92. The presence of multiple, matching copyright "fingerprints" appearing in the same combination and arrangement renders Beans' infringement objectively obvious and negates any claim of innocent or inadvertent use. Beans could not have incorporated these elements without awareness that it was copying protected expressions.

93. Upon information and belief, Beans did not independently create the infringing works, nor did Beans possess any reasonable, good-faith belief that its conduct was authorized, licensed, or otherwise lawful. Beans made no meaningful effort to design around Engrain's Copyrighted Works or to obtain permission prior to copying, further evidencing willful infringement.

94. Willful infringement is also evidenced, upon information and belief, through the fact that majority of Beans' inventory of unit maps appears to be for properties owned by Engrain's enterprise customers. For example, Greystar, an enterprise Engrain customer managing approximately 3600 properties across the U.S., is not known to have worked with Beans at any meaningful scale. However, Beans appears to have unit maps for many hundreds of Greystar properties, a portfolio took Engrain nearly 12 years to amass and complete. There is no commonsense reason for Beans to have unit maps for so many Greystar's properties and in less than a year, but for Beans' targeted and intentional infringement.

95. Instead, upon information and belief, Beans chose to appropriate Engrain's protected expression to accelerate its own product development and market entry, avoiding the time, expense, and risk associated with lawful independent development.

96. Upon information and belief, Beans' infringement is ongoing and continuous, demonstrating a deliberate disregard for Engrain's copyrights.

97. Upon further information and belief, Beans is liable not only for direct copyright infringement, but also for contributory and vicarious infringement. Beans knowingly induced, encouraged, and materially contributed to the infringement by integrating the copied Unit Maps into its software products and distributing those products to customers.

98. Upon further information and belief, Beans further possessed the right and ability to control the infringing conduct and derived a direct financial benefit from it.

99. Beans' conduct was willful. Beans knew, or at a minimum recklessly disregarded, that the Unit Maps incorporated into its products were copied from Engrain's Copyrighted Works, yet Beans continued to exploit, distribute, and monetize those works without authorization.

100. As a direct and proximate result of Beans' direct, contributory, and vicarious infringement of well over 10,000 Unit Maps, Engrain has suffered and continues to suffer substantial damages, including lost license revenue, diminished value of its Copyrighted Works, and unjust enrichment of Beans.

101. Engrain is entitled to all remedies available under the Copyright Act, including actual damages, Defendant Beans' profits, statutory damages for willful infringement of up to $150,000 per Unit Map.

102. Furthermore, Beans' unauthorized copying and use of Engrain's Unit Maps has caused and continues to cause harm that cannot be fully remedied by monetary damages alone. By incorporating Engrain's Copyrighted Works into its own products, Beans has eroded the exclusivity of Engrain's proprietary works and diminished the value of Engrain's investment in innovation.

103. Beans' willful infringement has also deprived Engrain of its ability to control how, when, and by whom its Unit Maps are used, allowing Beans to compete using the same expressive content without bearing the corresponding development costs. This loss of control over Engrain's proprietary works and market positioning constitutes irreparable harm.

104. Further, because Beans markets and sells products containing Engrain's Unit Maps to the same class of customers, Beans' conduct creates market confusion and erosion of Engrain's competitive differentiation, harms Engrain's reputation as an innovator, and interferes with Engrain's relationships with current and prospective customers. Given that Engrain's target customers are primarily property owners, operators, developers, leasing or marketing teams, these customers are considered enterprise buyers making operational decisions, not a typical impulse consumers or end users. Customers will often choose a provider not only on price, but also user experience and integration efficiency.

105. It is also believed that Beans' infringement threatens Engrain's goodwill by creating uncertainty regarding the origin and exclusivity of Engrain's Unit Maps and by undermining Engrain's ability to offer customers a uniquely differentiated solution. Specifically, due to switching costs and long-term contracts, Beans' free pricing makes it almost impossible for Engrain to reclaim lost market share through damages alone.

106. Upon information and belief, because Beans' infringement is ongoing and continuous, each unauthorized use of Engrain's Unit Maps further compounds the harm. The resulting injuries of loss of market exclusivity, competitive displacement, reputational damage, and dilution of proprietary value is inherently difficult to quantify and cannot be adequately measured or compensated through monetary relief.

107. Absent injunctive relief, Engrain will continue to suffer irreparable harm.

COUNT I
(Copyright Infringement – Defendant Beans)

108. Plaintiff Engrain realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

109. Plaintiff is the owner of valid and enforceable copyrights in original works of authorship embodied in its Unit Maps, as shown in Exhibit A ("Copyrighted Works").

110. The Copyrighted Works are protected under the Copyright Act, 17 U.S.C. §§ 101 et seq., and are the subject of the U.S. Copyright Registration Nos. shown on Exhibit A.

111. The Agreement expressly prohibited, among other things, reverse engineering, creation of derivative works, and use of Plaintiff's software or proprietary information to develop competing products.

112. Notwithstanding these restrictions, Defendant copied, reverse-engineered, and/or otherwise reproduced protected expression from the Copyrighted Works.

113. Defendant further prepared unauthorized derivative works based on the Copyrighted Works and incorporated those works into a competing software product that Defendant developed, marketed, and commercialized.

114. Defendant's acts of copying, preparation of derivative works, distribution, and use of infringing materials were outside the scope of any license or permitted activities granted under the Agreement and were therefore unauthorized.

115. Defendant's infringing conduct occurred without Plaintiff's permission and violated Plaintiff's exclusive rights under 17 U.S.C. § 106, including the rights to reproduce, prepare derivative works, and distribute copies of the Copyrighted Works.

116. Defendant's infringement was willful, in that Defendant knew of Plaintiff's contractual restrictions and Plaintiff's intellectual property rights or acted with reckless disregard for Plaintiff's rights as evidenced by the Agreement's terms and Defendant's deliberate development and commercialization of its competing product.

117. As a direct and proximate result of Defendant's infringement, Plaintiff has suffered damages including loss of exclusive rights, competitive harm, and loss of market share, among other damages.

118. Plaintiff is entitled to recover statutory damages pursuant to 17 U.S.C. § 504(c), including enhanced damages for willful infringement, or alternatively actual damages and Defendant's profits pursuant to 17 U.S.C. § 504(b).

119. Plaintiff is further entitled to injunctive relief under 17 U.S.C. § 502, impoundment and destruction of infringing materials under 17 U.S.C. § 503, and recovery of attorneys' fees and costs under 17 U.S.C. § 505.

COUNT II
(Vicarious and Contributory Copyright Infringement – All Defendants)

120. Plaintiff Engrain realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

121. Plaintiff is the owner of valid and enforceable copyrights in original works of authorship embodied in its Unit Maps, as shown in Exhibit A ("Copyrighted Works").

122. Defendant Beans developed, marketed, sold, and distributed software products and services that incorporated copies of Plaintiff's Copyrighted Works, including Unit Maps copied from Plaintiff.

123. Defendant Beans integrated the Copyrighted Works directly into its commercial products and made those products available to customers for use in connection with real estate interactive mapping, visualization, and related services.

124. Through the use of Beans' products, third parties – including Beans' customers and end users – directly infringed Plaintiff's Copyrighted Works by reproducing, displaying, and using the copied Unit Maps without authorization.

125. Beans knew or should have known that the unit maps incorporated into its products were copied from Plaintiff's Copyrighted Works.

126. Beans' knowledge is evidenced by, among other things, its access to Plaintiff's materials through the Agreement, the presence of distinctive and non-functional "fingerprints"

replicated in Beans' products, and the objective improbability that the identical expressive elements were independently created.

127. Despite this knowledge, Beans materially contributed to and induced copyright infringement by embedding the copied Unit Maps into its products and distributing those products to customers for commercial use.

128. Beans provided the technological infrastructure, software functionality, and ongoing support that enabled customers to reproduce, display, and use the infringing unit maps.

129. Beans actively marketed and promoted its products containing the copied unit maps, thereby encouraging and facilitating customers' infringing use of Plaintiff's Copyrighted Works.

130. Beans had the right and ability to supervise and control the infringing conduct, including the authority to determine what content was incorporated into its products and whether copied unit maps were removed, modified, or disabled.

131. Defendants Akash Agarwal and Nitin Gupta (the "Individual Defendants") were, at all relevant times, officers, and/or senior executives of Beans with authority over product development, content integration, marketing, and commercial strategy.

132. The Individual Defendants knew or should have known that Beans' products incorporated copied unit maps derived from Plaintiff's Copyrighted Works.

133. The Individual Defendants authorized, directed, approved, or ratified the incorporation of the copied unit maps into Beans' products and the marketing and sale of those products to customers.

134. Each Individual Defendant had the ability to supervise, control, or prevent the infringing conduct, including by stopping the use of copied unit maps or requiring lawful sourcing of content, but failed to do so.

135. Defendants' contributory and vicarious infringement was willful.

136. Defendants knew, or at a minimum recklessly disregarded, that the unit maps incorporated into Beans' products were copied from Plaintiff's Copyrighted Works, as demonstrated by the presence of multiple distinctive copyright fingerprints replicated in the same selection, coordination, and arrangement.

137. Notwithstanding this knowledge, Defendants continued to market, sell, distribute, and profit from products containing the infringing unit maps.

138. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered substantial and irreparable harm, including loss of control over its copyrighted works, diminished value of its intellectual property, and unjust enrichment of Defendants.

139. Defendants are liable to Plaintiff for all remedies available under the Copyright Act, including injunctive relief, actual damages, Defendants' profits, statutory damages for willful infringement, attorneys' fees, and costs.

COUNT III
(Breach of Contract under Colorado Law – Defendant Beans)

140. Plaintiff Engrain realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

141. Plaintiff and Defendant Beans entered into a valid and enforceable written agreement, the Agreement, supported by adequate consideration.

142. Plaintiff performed all conditions precedent to Beans' obligations under the Agreement, or such performance was excused.

143. The Agreement imposed express obligations and restrictions on Beans under at least Section 1(d).

144. Beans breached the Agreement by copying and reverse engineering Plaintiff Engrain's Unit Maps under Section 1(d).

145. Beans breached the Agreement by using the SDK, API or the Unit Maps to build a competitive service or product, and also copied the features of Engrain's SightMap product for competitive purposes.

146. Defendant's breaches were material and went to the heart of the Agreement, depriving Plaintiff the benefit of its bargain and undermining the Agreement's core purpose of protecting Plaintiff's proprietary software, technology, and competitive position.

147. As a direct and proximate result of Defendant's breaches, Plaintiff has suffered damages, including but not limited to loss of value of its software and license rights, competitive harm, loss of market share, lost profits and business opportunities, and costs associated with investigation and enforcement.

148. Plaintiff has also suffered and will continue to suffer irreparable harm as a result of Defendant's breaches.

149. Plaintiff is entitled to recover all damages available under applicable law, together with injunctive and equitable relief as permitted by the Agreement and Colorado law, as well as costs and attorneys' fees where authorized.

COUNT IV
Unjust Enrichment (Colorado Law – All Defendants)

150. Plaintiff Engrain realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

151. Plaintiff conferred substantial and measurable benefits upon Defendants by investing significant time, labor, expertise, and resources to develop proprietary unit maps, related data compilations, and associated software processes (the "Proprietary Materials").

152. Defendants knowingly obtained, used, and retained the benefits of Plaintiff's Proprietary Materials by incorporating copied unit maps into their products, services, and commercial offerings.

153. Defendants appreciated and accepted these benefits, including using the copied unit maps to accelerate product development, enhance functionality, improve marketability, and generate revenue.

154. Defendants' retention and use of these benefits was **not gratuitous**, but instead replaced development work and expenditures that Defendants otherwise would have been required to undertake themselves.

155. Defendants retained the benefits of Plaintiff's Proprietary Materials **without paying compensation**, obtaining a license, or providing any other lawful consideration to Plaintiff.

156. Defendants' retention of these benefits was **inequitable and unjust** because it allowed Defendants to avoid the costs, risks, and delays associated with independently developing lawful alternatives.

157. Defendants' conduct conferred upon them an unfair competitive advantage by enabling them to compete using Plaintiff's work product while externalizing the costs of innovation to Plaintiff.

158. The Individual Defendants were aware, or should have been aware, that Defendants' products and services incorporated copied unit maps derived from Plaintiff's Proprietary Materials.

159. Each Individual Defendant had the ability to supervise, control, or prevent the wrongful conduct, including by stopping the use of copied unit maps, requiring lawful sourcing of mapping content, or directing the removal of Plaintiff's Proprietary Materials from Defendants' products.

160. Despite this authority and ability to act, the Individual Defendants failed to prevent Defendants' continued use and retention of the benefits conferred by Plaintiff.

161. The Individual Defendants personally benefitted from Defendants' unjust enrichment, including through increased company value, compensation, incentives, and commercial success tied to products incorporating the copied unit maps.

162. As a direct and proximate result of Defendants' unjust enrichment, Plaintiff has suffered damages, including the loss of the value of its Proprietary Materials and the uncompensated transfer of development benefits to Defendants.

163. Equity and good conscience require that Defendants disgorge all benefits unjustly retained, including avoided development costs, profits attributable to the use of the copied unit maps, and other restitution.

164. Plaintiff seeks restitution, disgorgement, and all other equitable relief available under Colorado law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Engrain respectfully requests that the Court enter judgment in its favor and against Defendant Beans.ai, and grant the following relief:

A. That the Court declare Defendant has infringed Plaintiff's valid Copyrighted Works and breached the Agreement;

B. That the Court declare Defendant's conduct was willful, intentional, and in bad faith;

C. That Plaintiff has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law, as expressly recognized by the parties in the Agreement;

D. A preliminary and permanent injunction enjoining Defendant, its officers, agents, employees, successors, affiliates, and all persons acting in concert with it from:

- Copying, reproducing, reverse engineering, decompiling, disassembling, or creating derivative works based on Plaintiff's copyrighted materials;
- Using, distributing, marketing, selling, or otherwise exploiting any software or

product that incorporates or is derived from Plaintiff's copyrighted works or proprietary information;

- Further breaching the Agreement or misusing Plaintiff's confidential and proprietary information;

E. An order requiring Defendant to impound and destroy all infringing copies, derivative works, and materials embodying or derived from Plaintiff's Copyrighted Works, pursuant to 17 U.S.C. § 503;

F. An award of statutory damages for copyright infringement pursuant to 17 U.S.C. § 504(c), including enhanced damages for willful infringement, or, in the alternative, Plaintiff's actual damages and Defendant's profits pursuant to 17 U.S.C. § 504(b);

G. An award of damages resulting from Defendant's breach of the Agreement, including direct and consequential damages to the extent permitted by law and the Agreement;

H. An accounting and award of disgorgement of unjust enrichment and/or restitution to the extent no duplicative of other monetary relief

I. An award of Plaintiff's reasonable attorneys' fees and costs pursuant to 17 U.S.C. § 505, the Agreement, and other applicable law.

J. An award of pre-judgment and post-judgment interest at the maximum rate permitted by law;

K. Such other and further legal or equitable relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all issues in this matter of which trial by jury is permitted.

Dated: February11, 2026

Respectfully submitted,

s/*Patricia Y. Ho*

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