

Matthew C. Wagner
mwagner@dmoc.com
Scott Harrington
sharrington@dmoc.com
Jonathan R. Longobardi
jlongobardi@dmoc.com
DISERIO MARTIN O'CONNOR
& CASTIGLIONI, LLP
One Atlantic Street
Stamford, CT 06901
(203) 358-0800 Tel
(203) 348-2321 Fax

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

REFX AUDIO SOFTWARE, INC.,

Plaintiff,

vs.

DOES 1-89,

Defendants.

Case No.:

Judge:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff reFX Audio Software, Inc. as and for its complaint against Does 1 through 89, alleges the following:

INTRODUCTION

1. This is a suit for direct and contributory copyright infringement under the United States Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 et seq. (the "Copyright Act").

2. Plaintiff reFX Audio is the owner and copyright holder of the ROM synthesizer-plug-in software program known as Nexus 2 and Nexus 2.2.0 and combinations of related

software in packages such as the Nexus 2 Complete Bundle (collectively the “Nexus Software” or “Software”), among others.

3. The Nexus Software is a professional-grade audio ROM synthesizer-plugin software which acts as an electronic musical instrument that plays back sound samples. The Software is commonly known in the industry as a “Rompler” because the sound samples are typically stored on digital ROM chips. Such software is mainly used by music industry professionals such as artists and producers.

4. Defendants, whose true identities are not yet known, acted in a collective and interdependent manner to unlawfully reproduce and distribute Plaintiff’s Nexus Software via the internet, including, but not limited to, the copyrighted Nexus Software through the use of “peer-to-peer” (“P2P”) file transfer protocol, known as BitTorrent.

5. Plaintiff has recorded the IP address used by each Defendant identified herein actually publishing the Software via BitTorrent, as Plaintiff’s investigator has downloaded the Software from each Defendant’s computer, as identified herein.

6. Plaintiff’s Software is easily discernible as a professional work. The Software was created using professional musicians, programmers, performers, and editors. Plaintiff created the Software with professional-grade instruments and editing equipment.

7. Plaintiff takes active measures to protect its valuable copyrighted Software against potential infringers, however, the protection placed by Plaintiff on the Nexus Software in the form of a hardware key (known as a “dongle”) was purposely removed by infringer(s) who uploaded the Software to the swarm.

8. At various times, Plaintiff discovered and documented its copyrighted Software being publicly distributed by Does 1-89 by and through the BitTorrent network.

9. Defendants, without authorization, copied and distributed the audiovisual Software owned by and registered to Plaintiff, in violation of 17 U.S.C. §§ 106(1) and (3).

10. Plaintiff has been harmed by Defendants' unlawful reproduction and distribution of Plaintiff's copyrighted Software and seeks relief from this Court.

PARTIES & JOINDER

11. reFX is a Canadian corporation located at 6360 202nd Street, Unit 101, Langley British Columbia, V2Y 1N2, that produces, markets and sells audio mixing software including the Nexus Software.

12. Plaintiff is, and has been at all relevant times, the owner of all exclusive copyright rights under United States copyright law with respect to the Nexus Software.

13. Plaintiff's Nexus 2 Complete Bundle, which includes all audio expansion packs, retails for \$2,829. The Nexus 2 plug-in software alone retails for \$299. It is common practice for legitimate users of the Nexus 2 plug-in to also purchase additional audio expansion packs which provide users with many additional audio samples that may be used in the Nexus 2 plug-in software. The Software is currently offered for sale and sold throughout the United States, including in this District, and on Plaintiff's website, www.refx.com.

14. Defendants are a group of BitTorrent users (or "peers") who willingly and knowingly participated in jointly downloading, sharing and distributing Plaintiff's copyrighted Software in Connecticut. Defendants' computers are collectively interconnected within a so-called "swarm" for the sharing of unique files. All peers sharing a torrent file are known as a "swarm." The particular file a BitTorrent swarm is associated with has a unique "hash".¹ The

¹ A hash is a file identifier generated by an algorithm developed and implemented by the National Security Agency.

hash file provides access to an unauthorized copy of Plaintiff's copyrighted Software as well as plug.

15. Defendants' infringements allow them and others to unlawfully obtain and distribute unauthorized copies of Plaintiff's Software for which Plaintiff spent substantial time, money and effort to produce, market and distribute.

16. Each time a Defendant unlawfully distributes a free copy of Plaintiff's copyrighted Software to others over the Internet via BitTorrent, the recipient may then distribute that unlawful copy to others without degradation to the quality of the Software. Thus, a Defendant's distribution of even one unlawful copy can result in the near instantaneous worldwide distribution to an unlimited number of people. Plaintiff now seeks redress for this rampant infringement of its exclusive rights in its Software.

17. Despite Plaintiff's use of the best available investigative techniques, at this time Plaintiff cannot identify each Defendant by name. Thus, the true names and capacities, whether individual, corporate, associate or otherwise, of Doe Defendants 1-89 are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names.

18. Internet access is provided through subscription accounts with Internet Service Providers ("ISP"). The ISP assigns each subscriber a unique Internet Protocol ("IP") address. BitTorrent users must route their activities through the IP address associated with the subscriber's account assigned by the ISP. Plaintiff's investigations have revealed the particular date and time at which the infringing activity of each Defendant was observed as occurring through each identified IP address. A summary of this information is provided in the attached Exhibit A and includes the subscribers' IP addresses, the ISP which has assigned each IP address and with which the subscriber has an account, the date and time at which the infringing activity

occurred and the hash file the infringer uploaded and/or downloaded, the BitTorrent client application utilized by each Defendant and the location of each subscriber account and IP address (by state) at the time of the infringement as determined by geolocation technology. As shown, all of the infringing activity identified in Exhibit A occurred through IP addresses located in Connecticut and in this District. Each Defendant was directly connected to the IP address by hardwire (local area network or LAN) or by wireless (“wifi”) connection, either of which places the Doe Defendants physically at or proximate to the location of the registered IP address at the time of the infringing activity.

19. Information obtained in discovery will lead to the identification of each Doe Defendant’s true name and permit the Plaintiff to amend this Complaint to substitute the proper parties which will be the subscriber, subscriber’s household member(s) or other user of subscriber’s IP address. Specifically, Plaintiff intends to subpoena the ISPs that assigned the IP addresses used by each Doe Defendant to infringe the Software in order to learn the identity of the subscriber for those accounts related to the IP addresses. Upon discovery of each subscriber’s name, Plaintiff intends to seek further discovery from those individuals or corporations to determine the identity of the parties responsible for the illicit sharing of the copyrighted Software and infringement of Plaintiff’s copyrights in the Software. In each case the party will be either the subscriber, subscriber’s household member(s) or other user of subscriber’s IP address.

20. The terms of each service agreement and acceptable use policy for each of the respective ISPs specifically state that the subscriber is responsible and liable for any and all use of the subscriber’s IP address, including violation of copyright laws, by any and all users of the subscription account and IP address.

21. The acceptable use policies clearly put each subscriber on notice that the subscriber shall not allow use of the account and IP address to infringe the intellectual property rights of third parties and, as a result, the terms of service also provide notice to the subscriber that he or she will be held responsible for all use which causes infringement of third party rights.

22. For example, Cablevision's Terms of Service ("TOS") for its Optimum Online Internet access service (<http://www.optimum.net/Terms/>) clearly provide that the definition of Subscriber includes the person in whose name the account is registered, all members of that person's household and any other user of the Service:

Subscriber or User: Each member of your household and any other individual who uses the Computer and Optimum Online irrespective of the individual in whose name the account is in or who owns, rents or uses the premises on which the Computer is located.

23. The TOS further provides that the subscriber is acknowledging the TOS on behalf of him or herself and all members of the household and anyone else who uses the computer devices attached to the network and which gain access to the internet by means of the devices assigned the IP address (e.g., modem, router, etc.):

Multiple Users: Subscriber acknowledges that by "clicking" the Acceptance icon below and/or by using the Optimum Online Service, Subscriber is agreeing to the terms and conditions of this Agreement on behalf of all persons who use the Optimum Online Service or the Services through Subscriber's Computer or other devices. Subscriber shall be responsible for ensuring that all Subscribers understand and comply with the terms and conditions of this Agreement. Subscriber acknowledges and agrees that the Subscriber is responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is the result of use of the Optimum Online Service or Services.

24. The TOS also provide that the Subscriber agrees to abide by Cablevision's Acceptable Use Policy ("AUP") (<http://www.optimum.net/Privacy/AUP>):

Acceptable Use Policy: Subscriber shall comply with all of Cablevision's standards for acceptable use with respect to the Optimum Online Service and the Services and

shall refrain from any and all illegal and/or inappropriate activities, including without limitation as outlined in the Acceptable Use Policy. The Cablevision Internet Product Acceptable Use Policy will be updated from time to time and the latest version will supersede all prior versions. Please click here for the most updated Acceptable Use Policy.

25. Subscribers are placed on notice that they must employ security on their networks and abide by the AUP:

Security: Users must adhere to the Optimum Online security policies set forth in the Acceptable Use Policy.

Cablevision reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes but is not limited to: monitoring traffic, port blocking, e-mail virus scanning, denying e-mail from certain domains, and putting limits on bandwidth and e-mail.

Subscriber is solely responsible for any misuse of the Optimum Online Service or the Services, as well as for the security of any device you choose to connect to the Optimum Online Service, including any data stored on that device, all as detailed more fully in the Acceptable Use Policy.

Subscriber is solely responsible for maintaining the security of Subscriber's computer(s), devices and data, including without limitation, encryption of data and protection of Subscriber's Optimum ID, password and personal and other data. If Subscriber believes his/her login credentials have been lost or stolen, or that someone has gained access to his/her account or login credentials without Subscriber's permission, please contact us at abuse@cv.net.

26. Importantly, the TOS clearly state that the Subscriber take care not to allow the account to be used to infringe the intellectual property rights of third parties, and incorporates Cablevision's Copyright Infringement Policy ("CIP")

(<http://www.optimum.net/Privacy/Copyright>):

Inappropriate Content: Subscriber also agrees not to store, distribute or otherwise disseminate any material or content over the Optimum Online Service in any manner that constitutes an infringement of third party intellectual property rights, including but not limited to copyrights. Cablevision reserves the right to take action at its own discretion and as required by the Digital Millenium [sic.] Copyright Act, any other applicable laws, rules or regulations, or court order including but not limited to termination of a Subscriber's access to the Optimum Online Service. Alleged

infringements will be handled in accordance with Cablevision's Copyright Infringement Policy.

27. The AUP clearly puts the Subscriber on notice that the Service cannot be used to infringe the intellectual property rights of third parties:

Illegal Use: The Service may be used only for lawful purposes. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Your use of the Service is also subject to Cablevision's Copyright Infringement Policy. Furthermore, use of the Service to impersonate a person or entity is not permitted.

28. The TOS for the various BitTorrent client software applications similarly contain express provisions restricting use of the service, and provide ample notice that the software is not to be used to infringe the intellectual property rights of third parties. See, e.g., <http://www.vuze.com/corp/terms.php>.

29. By the same token, the clear and overwhelming reason infringers choose the BitTorrent protocol to download, publish and share files is that the client software engages in automatic uploading using the same computers connected to the internet via the IP address. As stated in the BitTorrent End User License Agreement (“EULA”) (<http://www.bittorrent.com/legal/eula>):

Automatic Uploading: The Software accelerates downloads by enabling your computer to grab pieces of files from other BitTorrent users simultaneously. Your use of the Software to download files will, in turn, enable other users to download pieces of those files from you, thereby maximizing download speeds for all users. In the Software, only files that you are explicitly downloading or sharing or have downloaded or shared through BitTorrent will be made available to others. You consent to other users' use of your network connection to download portions of such files from you. At any time, you may uninstall the Software through the Add/Remove Programs control panel utility. In addition, for the BitTorrent or uTorrent software, you can control the Software in multiple ways through its user interface without

affecting any files you have already downloaded.

30. Finally, ISP account holders (defined as Subscriber or User under the TOS and AUP) are clearly provided notice they should employ security measures on their networks because they will be held responsible for any conduct occurring over their subscription account and IP address, regardless of whether committed by the account holder or a third party with access to the account. For example, as stated in Cablevision's AUP:

User Responsibility: Users are solely responsible for the security and misuse of any device that is connected to the Service, regardless of whether the misuse was committed by the User or a third party with access to the User's Service account. Cablevision recommends that Users implement appropriate measures to secure their systems and these measures may include installation of firewalls, antivirus protection with regular updates, regularly checking for and applying security patches for software and operating systems, and general security conscience use of the Service. Further, the speed at which a User connects to the Internet is dependent upon many factors, including a User's hardware and software and the activities in which the user is engaging. Cablevision does not guarantee or warrant any particular speed of Internet connection.

31. Plaintiff further believes that the information obtained in discovery may lead to the identification of additional infringing parties to be added to this Complaint as Defendants, since monitoring of online infringement of Plaintiff's Software is ongoing.

32. Pursuant to Rule 20(a)(2), joinder is permissible in this suit because Plaintiff's right to relief against the Doe Defendants arises out of the same transaction, occurrence, and series of transactions (i.e., the group sharing and facilitation of pirating Plaintiff's Software via BitTorrent) and all questions of law and/or fact with regard to Plaintiff's claims are common to all Doe Defendants.

JURISDICTION AND VENUE

33. This action is for (1) direct copyright infringement under The Copyright Act; and, (2) contributory copyright infringement under The Copyright Act.

34. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1338 (original jurisdiction over actions arising under The Copyright Act).

35. Defendants' true identities are unknown at this time however Plaintiff has used geolocation technology to determine that each IP address through which the infringing activity has occurred is located in this state and, accordingly, all infringing activity alleged in this Complaint occurred in this District and, upon information and belief, each defendant is a resident of this state and this District. Therefore, this Court has personal jurisdiction over Defendants. Geolocation technology places all Defendants within this state at the time each Defendant conspired to and did commit acts of copyright infringement and contributory copyright infringement statewide and nationwide. Defendants should therefore anticipate being haled into court in this state and District.

36. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and 28 U.S.C. § 1400(a).

FACTUAL BACKGROUND

Plaintiff reFX's Copyrighted Software

37. This lawsuit involves Defendants' collective and interdependent unlawful reproduction and distribution of Plaintiff's copyrighted Nexus Software via the internet through the use of P2P technology.

38. The Software contains a variety of wholly original material that is copyrightable subject matter under the laws of the United States and for which reFX Audio has secured copyright registrations.

39. The hash at issue includes Plaintiff's copyrighted Software as well as two audio expansion packs for use in connection with Plaintiff's Software known as XP Bass and XP Minimal House 2. *See infra* ¶ 49.

40. Plaintiff, as the owner, holds the copyright registration in the computer program directed to Nexus 2, Copyright Registration Number TX 7-551-179 ("the '179 Copyright"), as modified by supplemental registration filed February 5, 2013. *See* Exhibit B, Nexus 2 Certificate of Registration & Supplemental Registration Form CA for Nexus 2.

41. Plaintiff, as the owner, holds the copyright registration in the computer program directed to Nexus 2.2.0, Copyright Registration Number TX 7-602-259 ("the '259 Copyright"), as modified by supplemental registration filed February 6, 2013. *See* Exhibit C, Nexus 2.2.0 Certificate of Registration & Supplemental Registration Form CA for Nexus 2.2.0.

42. Plaintiff, at all times applicable to this lawsuit, has and continues to produce, market and sell its copyrighted Nexus Software in the United States and in this District. The Nexus 2 Complete Bundle, which includes all audio expansion packs, retails for \$2,829. The Nexus 2 software alone (including 1000 factory preset samples) retails for \$299. Many users of the Nexus 2 plug-in also purchase audio expansion packs which provide users with additional audio samples that may be used in the Nexus 2 plug-in software.

43. The Nexus Software is a professional-grade audio ROM synthesizer-plug-in software which acts as an electronic musical instrument that plays back sound samples. The Software is commonly known in the industry as a "Rompler" because the sound samples are typically stored on digital ROM chips. Such software is mainly used by music industry professionals such as artists and producers.

44. As set forth above, the Software incorporates distinctive copyrighted works, including but not limited to, “Nexus 2” and “Nexus 2.2.0.” *See supra* ¶¶ 39-40.

45. Users can manipulate music and sound samples with the Software using the virtual dials and switches by moving his or her mouse across the mock faceplate (see example in Figure 1, below). The Nexus 2 plug-in comes preloaded with over 1000 music and sound samples to manipulate. Expansion packs purchased from reFX can add-on thousands more music and sound samples.

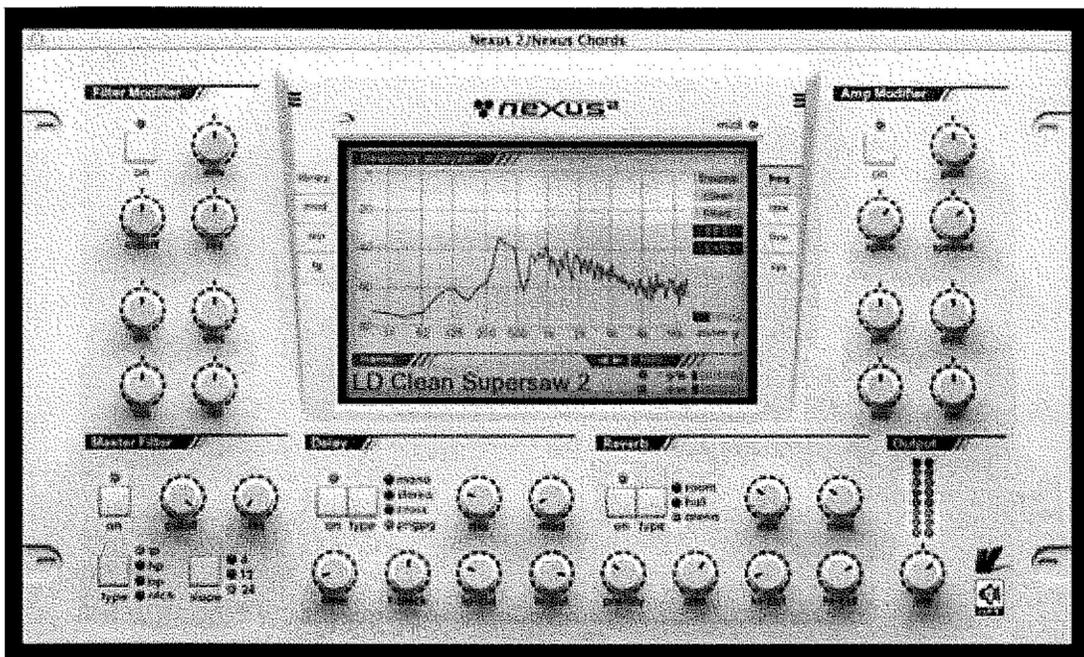


FIGURE 1

Defendants Have Infringed Upon Plaintiff's Copyrighted Software Through Illegal Online Sharing

46. This case involves online file sharing by swarms of users in which numerous Defendants engaged in mass copyright infringement of the Nexus Software by illegally uploading and downloading within the swarm and sharing the files via the BitTorrent P2P network protocol.

47. P2P networks, specifically the BitTorrent P2P protocol at issue in this lawsuit, are

computer systems that enable internet users to: 1) make files (including software) stored on a user's computer available for copying by other users or "peers"; 2) search for files stored on other users' computers; and 3) transfer exact copies of files from one computer to another via the Internet.

48. Defendants each initiated his or her infringing conduct by first intentionally connecting and logging into a BitTorrent client application (such as uTorrent, see Exhibit A). BitTorrent client applications allow users to rapidly and simultaneously download and upload ("share") large electronic files with other users, including copyrighted movies, music and software files among others via the BitTorrent protocol.

49. Each Defendant then intentionally obtained a torrent file (the swarm sharing hash file at issue in this suit, hash identifier **1DCAAFE49753AF5A83ACBFD9022762138E5CDBD**, hereinafter "Hash 1DCA," see Exhibit A) for Plaintiff's Nexus Software and the audio expansion packs XP Bass and XP Minimal House 2. Torrent files are typically found through a search of various torrent websites which list and distribute small torrent files for use with BitTorrent clients which use the torrent file to find swarm members who possess the desired file digitally identified in the torrent file. After obtaining the torrent file, each Defendant then loaded the torrent file into the BitTorrent client which reads the torrent file and connects to an online tracker which, in turn, directs the user to peers who possess pieces of the Nexus Software. Each file shared via the BitTorrent protocol is shared as smaller pieces of itself with each peer sharing certain pieces to expedite the download. Once a user has downloaded all pieces of the file, the user has an exact copy of the original file.

50. With the torrent file loaded, the client application utilized the BitTorrent protocol to connect with a multitude of peers sharing the same file (the swarm) to download Plaintiff's Nexus Software, piece by piece, from the swarm.

51. As the Software was copied to each Defendant's computer, the downloaded pieces of the Software were then also made available to all other users seeking the file using the BitTorrent protocol. This method of simultaneously sharing pieces of data files, commonly referred to as a swarm, by its nature, leads to the rapid viral sharing of a file by the peers. As more peers join the swarm, the likelihood of a successful and complete download increases. Since users simultaneously share pieces of a file with the swarm, any user having downloaded a piece of the file before a subsequent user downloads the same file becomes a source for the subsequent user's download, provided the user is online at the time the subsequent user downloads the file.

52. Thus, a Defendant's distribution of even a single unlawful copy of the Nexus Software can result in the nearly instantaneous worldwide distribution of that single copy to an unlimited number of people. Each Defendant's copyright infringement is built upon the prior infringements of the swarm members.

53. Essentially, because of the nature of swarm file sharing, every Doe infringer, in concert with its Doe swarm members, is simultaneously allowing others to steal Plaintiff's copyrighted materials in numerous jurisdictions around the country, including in this jurisdiction. This illegal simultaneous data-sharing swarm is performed because each Doe acts in an interactive manner with other Does, including with, upon information and belief, other identified Doe defendants, allowing other users to illegally download the unlawfully obtained copyrighted Software at issue in this action. Thus, there is a significant amount of infringement

in this District, and a significant transmission of infringing materials to and from this District.

54. The Plaintiff's investigator intentionally posed as a member of the swarm and tracked the swarm members sharing the files via the IP address used to copy and distribute Plaintiff's Nexus Software. Each of the swarm members traced by Plaintiff's investigations made available unauthorized copies of Plaintiff's copyrighted software, published the software using the BitTorrent protocol for downloading and file transfer and enabled other users, including Plaintiff's investigator, to make an unauthorized pirated copy of Plaintiff's Nexus Software. Each of these infringers are those who have chosen not only to infringe by downloading a copy to their computer, but also publishing and sharing the pirated copy with other members of the swarm. Thus, there are multitudes of infringing downloaders Plaintiff does not know about who only utilize BitTorrent to download. Plaintiff's investigator and this lawsuit identifies those infringers who have re-published the software to enable hundreds and thousands of others to obtain unauthorized pirated copies of Plaintiff's copyrighted Nexus Software without paying the \$2829 retail price. The infringers got it and are giving it away for free.

55. Each Defendant is a member of the single swarm responsible for infringing Plaintiff's copyrighted Software by downloading, sharing and distributing the Hash 1DCA without Plaintiff's consent. Exhibit A provides details of this data.

56. In addition, because a BitTorrent swarm is a collective enterprise where each downloader is also an uploader, the group of uploaders collaborates and conspires together to speed the completion of each download of the file thus making further illegal sharing faster and easier for others.

57. Upon information and belief, many if not all Doe Defendants also acted in

concert with other Doe swarm members by participating in “Peer Exchange.” Peer Exchange is a communications protocol built into nearly every BitTorrent protocol which allows swarm members to share files more quickly and efficiently. Peer Exchange is responsible for helping swarm members find more users that share the same data. Thus, each swarm member is helping all other swarm members participate in illegal file sharing, regardless of geographical boundaries.

58. Upon information and belief, many if not all Doe Defendants also acted in concert with other Doe swarm members by linking together globally through use of a Distributed Hash Table. A Distributed Hash Table is a sort of world-wide telephone book, which uses each torrent file’s hash information to locate sources for the requested data. Thus, swarm members are able to access a partial list of swarm members rather than being filtered through a central computer called a tracker. By allowing members of the swarm to rely on individual computers for information, this not only reduces the load on the central tracker, but also means that every client that is sharing this data is also helping to hold this worldwide network together and, in turn, illegally distribute the Nexus Software.

59. The torrent swarms in this case are not actual entities, but rather are made up of numerous individuals (Does), acting in concert with each other, conspiring to achieve the common goal of directly infringing and contributing to the infringement of the Plaintiff’s copyrighted works. Each Doe defendant is liable for direct infringement and contributory infringement of Plaintiff’s copyrighted Nexus Software.

60. Each Doe defendant owns or otherwise has control of a different computer collectively connected to the Internet via the IP address as listed in Exhibit A that contained — or possibly still contains — a torrent file identifying Plaintiff’s copyrighted Software, and the

pieces of the Plaintiff's Software used in this swarm. Each computer also contained or still contains Plaintiff's copyrighted Software, which was downloaded using the information encoded in the torrent file and shared with others.

61. All of the Defendants republished and duplicated the Plaintiff's Software in an effort to deprive the Plaintiff of its exclusive rights in the Software under The Copyright Act and to obtain and distribute Plaintiff's copyrighted works without payment. Defendants have directly and contributorily infringed Plaintiff's intellectual property.

COUNT I
DIRECT COPYRIGHT INFRINGEMENT OF THE '179 COPYRIGHT

62. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 61 as if fully set forth herein.

63. Plaintiff is, and at all relevant times, has been, the copyright owner of the '179 Copyright registration which covers the Nexus 2 software, infringed upon by all Defendants.

64. Among the exclusive rights granted to Plaintiff under The Copyright Act are the exclusive rights to reproduce and distribute the Software, including Nexus 2, to the public.

65. Each Defendant, without the permission or consent of the Plaintiff, has used, and continues to use, BitTorrent software to infringe Plaintiff's copyright in the Software, including a version of Nexus 2 (version 2.2.0), by downloading, sharing and distributing the Software to members of the public, including to hundreds if not thousands of other BitTorrent users, and/or to make this software available for distribution to others. In doing so, Defendants have violated Plaintiff's exclusive rights of reproduction and distribution.

66. Nexus 2.2.0 is substantially similar to Nexus 2; Nexus 2.2.0 is simply a later version with upgrades and bug fixes.

67. Defendants' actions constitute infringement of Plaintiff's copyright and exclusive rights under the Copyright Act.

68. Exhibit A identifies the IP addresses used by the Doe Defendants known to Plaintiff as of the date of this Complaint who have, without the permission or consent of Plaintiff, distributed the copyrighted Software en masse through a public website and any one of various public BitTorrent trackers, Peer Exchanges, and/or Distributed Hash Tables.

69. Each Defendant's acts of infringement have been willful, intentional, and in disregard of and with indifference to the rights of Plaintiff.

70. As a result of each Defendant's infringement of Plaintiff's exclusive rights under the Copyright Act, Plaintiff is entitled to either actual or statutory damages pursuant to 17 U.S.C. § 504 and to its attorney's fees and costs pursuant to 17 U.S.C. § 505.

71. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great harm and irreparable injury. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting each Defendant from further infringing Plaintiff's copyright and ordering that each Defendant destroy all copies of the copyrighted Software made in violation of Plaintiff's exclusive rights to the copyright.

COUNT II
DIRECT COPYRIGHT INFRINGEMENT OF THE '259 COPYRIGHT

72. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 71 as if fully set forth herein.

73. Plaintiff is, and at all relevant times, has been, the copyright owner of the '259 Copyright registration which covers the Nexus 2.2.0 software, infringed upon by all Defendants.

74. Among the exclusive rights granted to Plaintiff under The Copyright Act are the exclusive rights to reproduce and distribute the Software, including Nexus 2.2.0, to the public.

75. Each Defendant, without the permission or consent of the Plaintiff, has used, and continues to use, BitTorrent software to infringe the Plaintiff's copyright in the Software, including Nexus 2.2.0, by downloading, sharing and distributing the Software to members of the public, including hundreds if not thousands of other BitTorrent users, and/or to make this software available for distribution to others. In doing so, Defendants have violated Plaintiff's exclusive rights of reproduction and distribution.

76. Defendants' actions constitute infringement of Plaintiff's copyright and exclusive rights under The Copyright Act.

77. Exhibit A identifies the IP addresses used by the Doe Defendants known to Plaintiff as of the date of this Complaint who have, without the permission or consent of Plaintiff, distributed the copyrighted Software en masse through a public website and any one of various public BitTorrent trackers, Peer Exchanges, and/or Distributed Hash Tables.

78. Each Defendant's acts of infringement have been willful, intentional, and in disregard of and with indifference to the rights of Plaintiff.

79. As a result of each Defendant's infringement of Plaintiff's exclusive rights under The Copyright Act, Plaintiff is entitled to either actual or statutory damages pursuant to 17 U.S.C. § 504 and to its attorney's fees and costs pursuant to 17 U.S.C. § 505.

80. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great harm and irreparable injury. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting each Defendant from further infringing Plaintiff's copyright and ordering that each Defendant destroy all copies of

the copyrighted Software made in violation of Plaintiff's exclusive rights to the copyright.

COUNT III
CONTRIBUTORY COPYRIGHT INFRINGEMENT

81. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 80 as if fully set forth herein.

82. Plaintiff is, and at all relevant times, has been, the copyright owner of the Software infringed upon by all Defendants.

83. Among the exclusive rights granted to Plaintiff under The Copyright Act are the exclusive rights to reproduce and distribute the Software to the public.

84. Each Defendant, without the permission or consent of the Plaintiff, has participated in a BitTorrent swarm directed at making the Software available for distribution to himself or herself as well as others; has used, and continues to use, BitTorrent software to download, share and distribute the Software to the public, including hundreds if not thousands of other BitTorrent users, and/or to make the Software available for distribution to others. In doing so, Defendants have violated Plaintiff's exclusive rights of reproduction and distribution.

85. By participating in the BitTorrent swarm with other swarm members, including other Defendants in this lawsuit, each Defendant induced, caused or materially contributed to the infringement of Plaintiff's copyrights and exclusive rights under The Copyright Act by other Defendants and other swarm members.

86. Exhibit A identifies the IP addresses located in this state and this District used by Doe Defendants known to Plaintiff as of the date of this Complaint to contribute to the infringement of Plaintiff's copyrights, without the permission or consent of Plaintiff, by other Defendants and other swarm members.

87. Each Defendant's acts of contributory infringement have been willful, intentional, and in disregard of and with indifference to the rights of Plaintiff.

88. As a result of each Defendant's contributory infringement of Plaintiff's exclusive rights under The Copyright Act, Plaintiff is entitled to either actual or statutory damages pursuant to 17 U.S.C. § 504 and to its attorney's fees and costs pursuant to 17 U.S.C. § 505.

89. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great harm and irreparable injury. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting each Defendant from further contributing to the infringement of Plaintiff's copyrights and ordering that each Defendant destroy all copies of the copyrighted Software made in violation of Plaintiff's exclusive rights to the copyright.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against each Defendant as follows:

- A. For entry of preliminary and permanent injunctions providing that: each Defendant shall be enjoined from directly, indirectly or contributorily infringing Plaintiff's rights in the copyrighted Software ("Plaintiff's Software"), including without limitation by using the Internet to reproduce or copy Plaintiff's Software, to distribute Plaintiff's Software, or to make Plaintiff's Software available for distribution to the public using BitTorrent P2P protocol or any other method, except pursuant to a lawful license or with the express authority of Plaintiff; and directing Defendants to destroy all copies of Plaintiff's Software that Defendant has

EXHIBIT A

Exhibit AJohn Doe Defendants Summary
Refx Nexus (refX Audio Software Inc.)

Doe	Host IP Address	Hit Date (UTC)	P2P Client	File Hash	ISP	State	City
1	68.192.101.203	2013-01-18 02:39:26	BitTorrent 7.7.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Stamford
2	64.252.122.2	2012-12-02 05:09:02	BitTorrent 7.7.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Prospect
3	208.103.79.93	2012-12-28 22:19:17	µTorrent 3.2.1	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	MetroCast Cablevision	Connecticut	Danielson
4	76.23.139.112	2012-12-15 19:00:36	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Waterbury
5	69.118.76.244	2013-02-20 00:39:17	BitTorrent 7.7.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Torrington
6	174.63.55.165	2013-03-02 01:00:18	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Hartford
7	208.103.68.58	2012-12-06 00:48:47	µTorrent 3.2.2	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	MetroCast Cablevision	Connecticut	Uncasville
8	71.234.223.87	2012-12-05 06:32:26	µTorrent 3.2.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Naugatuck
9	68.197.166.95	2012-12-07 23:11:52	BitTorrent 7.3.4	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Bridgeport
10	71.234.3.191	2012-12-07 16:01:21	BitComet 1.34	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	New Britain
11	98.217.24.131	2012-12-08 02:18:29	µTorrent 2.0.4	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	West Hartford
12	24.218.137.210	2012-12-08 04:08:57	Vuze 4.8.0.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	New Haven
13	50.14.48.25	2012-12-18 01:20:14	µTorrent 3.2.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Clearwire Corporation	Connecticut	Wethersfield
14	24.91.183.115	2012-12-09 16:20:22	BitTorrent 7.7.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	New Haven
15	67.85.148.150	2012-12-20 18:57:24	BitTorrent 7.3.5	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Bridgeport
16	137.49.229.7	2012-12-16 15:31:22	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	University of Hartford	Connecticut	West Hartford
17	71.192.58.225	2012-12-22 01:50:16	µTorrent 3.1.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Branford
18	99.156.71.89	2012-12-14 23:29:49	µTorrent 3.1.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Waterbury
19	76.119.118.10	2012-12-18 19:09:07	BitTorrent 7.7.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Bloomfield
20	99.116.10.42	2013-02-11 08:01:41	µTorrent 3.3.0 (Beta)	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Trumbull
21	99.146.112.178	2012-12-20 05:36:44	µTorrent 3.2.1	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Bristol
22	68.224.199.201	2012-12-22 15:35:33	BitTorrent 7.7.2	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Cox Communications	Connecticut	South Windsor
23	71.235.201.238	2013-01-15 22:13:48	µTorrent 3.3.0 (Beta)	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Hartford
24	99.98.218.71	2013-01-04 17:41:47	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Bloomfield
25	98.216.234.48	2013-02-10 03:19:59	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Madison
26	99.65.111.44	2012-12-27 00:26:11	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	New Haven
27	68.197.113.166	2012-12-28 05:23:16	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Bridgeport
28	24.91.27.230	2013-02-12 02:41:19	µTorrent Mac 1.6.5	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Ridgefield
29	76.23.242.95	2013-02-20 15:27:10	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	North Haven
30	71.233.241.219	2012-12-30 03:56:17	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Hartford
31	24.63.185.84	2013-01-19 14:37:53	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	East Hartford
32	68.192.230.101	2013-01-01 17:17:23	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Bridgeport
33	76.205.182.254	2013-01-02 18:10:40	µTorrent 3.2.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Naugatuck
34	108.231.237.130	2013-01-22 00:13:47	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Hartford
35	76.239.141.182	2013-01-26 06:42:33	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	East Hartford
36	108.223.57.247	2013-01-04 20:10:20	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	East Hampton
37	69.124.220.123	2013-01-04 22:22:12	BitTorrent 7.7.2	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Milford
38	70.188.158.81	2013-02-25 03:52:38	µTorrent 3.2.0	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Cox Communications	Connecticut	Suffield
39	71.233.254.158	2013-01-08 23:59:56	µTorrent 3.2.2	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Norwich
40	76.28.120.78	2013-01-09 05:11:31	µTorrent 3.2.3	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Farmington
41	99.123.149.60	2013-01-09 23:29:26	µTorrent 3.2.2	1DCAAFEA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	West Haven

Exhibit AJohn Doe Defendants Summary
Refx Nexus (refX Audio Software Inc.)

Doe	Host IP Address	Hit Date (UTC)	P2P Client	File Hash	ISP	State	City
42	67.189.174.55	2013-01-10 07:41:39	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Hartford
43	24.2.227.181	2013-01-12 03:40:52	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	East Hartford
44	99.146.125.190	2013-01-11 01:41:04	µTorrent 3.1.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Windsor
45	72.221.94.153	2013-01-11 21:40:56	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Cox Communications	Connecticut	Newington
46	174.62.152.97	2013-01-23 19:57:33	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	New Britain
47	68.197.114.190	2013-01-13 23:43:57	-BA3300-	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Bridgeport
48	68.193.61.138	2013-01-14 00:51:20	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Bridgeport
49	71.234.157.1	2013-01-14 01:50:05	Vuze 4.5.0.4	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Shelton
50	75.15.28.155	2013-01-23 00:10:40	µTorrent 2.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Wolcott
51	71.233.213.49	2013-01-15 01:04:39	µTorrent Mac 1.8.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Danbury
52	99.65.109.148	2013-02-02 16:26:30	BitTorrent 7.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	New Haven
53	75.17.33.191	2013-01-22 17:42:17	µTorrent 2.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Wolcott
54	71.234.87.89	2013-01-21 16:15:18	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Bristol
55	76.28.26.60	2013-02-12 06:04:52	µTorrent 2.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Waterbury
56	137.49.238.97	2013-02-24 01:21:27	Vuze 4.8.0.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	University of Hartford	Connecticut	West Hartford
57	108.204.138.3	2013-01-21 14:07:24	FoxTorrent/RedSwoosh 1.0.0.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Waterbury
58	75.19.98.63	2013-01-24 01:35:29	µTorrent 2.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Hamden
59	71.233.242.61	2013-01-24 01:50:00	µTorrent 3.3.0 (Beta)	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Hartford
60	68.198.214.223	2013-02-05 12:35:31	µTorrent Mac 1.8.2	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Fairfield
61	67.81.93.134	2013-02-24 05:16:55	BitTorrent 7.7.2	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Fairfield
62	75.21.26.92	2013-01-29 08:56:23	µTorrent 2.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Ansonia
63	76.28.75.76	2013-02-01 01:47:38	BitTorrent 7.7.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Windsor
64	24.2.233.4	2013-02-03 03:00:28	µTorrent 3.3.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Berlin
65	174.63.29.160	2013-02-04 02:26:28	µTorrent 3.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	New Haven
66	68.14.9.92	2013-02-27 02:03:18	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Cox Communications	Connecticut	Newington
67	76.222.73.76	2013-02-08 19:37:56	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Hartford
68	68.199.109.26	2013-02-09 03:43:12	µTorrent 3.2.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Milford
69	99.92.203.76	2013-02-14 06:33:56	µTorrent 3.3.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T U-verse	Connecticut	Naugatuck
70	67.186.180.129	2013-02-22 16:53:41	µTorrent 3.0.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Waterbury
71	76.24.96.75	2013-02-14 00:22:20	µTorrent 3.3.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Bloomfield
72	24.128.18.136	2013-02-16 17:09:28	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Windsor
73	24.228.28.70	2013-02-16 18:04:21	µTorrent 3.3.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Milford
74	64.252.187.11	2013-03-05 22:03:43	µTorrent 3.1.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Meriden
75	24.151.38.217	2013-02-18 16:39:39	µTorrent 3.0.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Charter Communications	Connecticut	Southbury
76	68.192.85.169	2013-03-04 23:24:17	µTorrent 3.3.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Greenwich
77	75.40.136.108	2013-02-20 02:01:02	µTorrent 3.3.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Farmington
78	67.189.156.135	2013-02-21 21:29:07	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Mystic
79	69.0.53.90	2013-02-22 18:41:05	µTorrent 3.1.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Wolcott
80	69.0.38.125	2013-02-24 21:27:30	µTorrent 3.1.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Seymour
81	71.233.252.165	2013-02-24 21:00:54	µTorrent 3.2.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	Norwich
82	24.190.59.94	2013-02-23 23:23:38	µTorrent 3.2.2	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Stamford

Exhibit AJohn Doe Defendants Summary
Refx Nexus (reFX Audio Software Inc.)

Doe	Host IP Address	Hit Date (UTC)	P2P Client	File Hash	ISP	State	City
83	76.28.93.22	2013-02-24 04:05:40	libtorrent (Rasterbar) 0.4.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Comcast Cable	Connecticut	New Haven
84	69.125.109.213	2013-02-24 20:16:09	µTorrent Mac 1.0.2	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Stamford
85	108.200.220.21	2013-02-28 18:23:25	Transmission 2.51	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Wallingford
86	69.126.50.155	2013-03-02 07:21:18	µTorrent 3.3.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Norwalk
87	75.15.29.140	2013-03-04 22:33:10	µTorrent 2.2.1	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Beacon Falls
88	69.0.55.136	2013-03-05 23:28:39	µTorrent 3.1.3	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	AT&T Internet Services	Connecticut	Wallingford
89	24.184.210.188	2013-03-06 05:03:33	BitTorrent 7.8.0	1DCAAFEAA49753AF5A83ACBFD9022762138E5CDBD	Optimum Online	Connecticut	Stamford

EXHIBIT B

Certificate of Registration



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

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
TX 7-551-179

Effective date of registration:
July 5, 2012

Title

Title of Work: Nexus 2

Completion/Publication

Year of Completion: 2008

Date of 1st Publication: August 31, 2008

Nation of 1st Publication: United States

Author

▪ **Author:** reFX Audio Software Inc.

Author Created: computer program

Work made for hire: Yes

Citizen of: Canada

Domiciled in: Canada

Copyright claimant

Copyright Claimant: reFX Audio Software Inc.

6360 202nd Street, Unit 101, Langley, BC, V2Y 1N2, Canada

Limitation of copyright claim

Material excluded from this claim: third party libraries, such as, libpng, zlib, tinyXML, tinyRex, BigDigits, AntiGrain, ArtsAcoustic Reverb, ArtsAcoustic Analog-Phaser

New material included in claim: computer program

Rights and Permissions

Organization Name: Law Office of Andrew P. Lahser, PLC

Name: Andrew P Lahser

Email: andrew@lahserpatent.com

Telephone: 480-816-9383

Address: 16824 E. Ave of the Fountains

Suite 14

Fountain Hills, AZ 85268 United States

Certification

Name: Andrew P. Lahser

Date: July 2, 2012

Applicant's Tracking Number: 12#557

Correspondence: Yes

Copyright Office notes: Regarding deposit: registration made under C.O. rule of doubt.

Regarding deposit: Special Relief granted under 202.20(d) of C.O. regulations.



Registration #: TX0007551179

Service Request #: 1-769868441



Law Office of Andrew P. Lahser, PLC
Andrew P Lahser
16824 E. Ave of the Fountains
Suite 14
Fountain Hills, AZ 85268 United States

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov with the Copyright Office, or call (800) 771-0700.



REGISTRATION NUMBER

TX	TXU	PA	PAU	VA	VAU	SR	SRU	RE
----	-----	----	-----	----	-----	----	-----	----

EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work ▼

Nexus 2

Registration Number of the Basic Registration ▼

TX 7-551-179

Year of Basic Registration ▼

2012

Name(s) of Author(s) ▼

reFX Audio Software Inc.

Name(s) of Copyright Claimant(s) ▼

reFX Audio Software Inc.

Location and Nature of Incorrect Information in Basic Registration ▼

Line Number 2 Line Heading or Description Author; Work made for hire

Incorrect Information as It Appears in Basic Registration ▼

reFX Audio Software Inc.

Corrected Information ▼

Author: Michael Hartmann; Work made for hire: NO

Explanation of Correction ▼

See Section D below.

Location and Nature of Information in Basic Registration to be Amplified ▼

Line Number _____ Line Heading or Description _____

Amplified Information and Explanation of Information ▼

FORM CA RECEIVED

FORM CA

FUNDS RECEIVED DATE

EXAMINED BY

CORRESPONDENCE

REFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION YES NO

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of: Part B or Part C

Michael Hartmann is the author of the Nexus 2 software. Mr. Hartmann granted all intellectual property rights in the Nexus 2 software exclusively to reFX Audio Software Inc. ("reFX"). As such, the copyright application inadvertently listed both the author and copyright claimant as reFX. reFX's exclusive rights include all rights to sue and recover for any past, present or future infringements, in its own name. Accordingly, Mr. Hartmann is the author and reFX is the copyright claimant. The work was not made for hire by reFX. This supplementary registration serves to correct the errors in the initial application and the current registration for Nexus 2 which recites reFX as author and as a work made for hire, to correctly name Mr. Hartmann as author and remove reference to work made for hire.

Supplementary registrations have also been filed on behalf of reFX with regard to Nexus 2.2.0 (Registration No. TX 7-602-259) Nexus 2.2.1 (Registration No. TX 7-551-176) to correct Author and Work made for hire information.

Correspondence: Give name and address to which correspondence about this application should be sent.

Matthew C. Wagner
One Atlantic Street, 8th Fl.
Stamford, CT 06901

Phone (203) 258-0800 Fax (203) 348-2321 Email mwagner@dmoc.com

Deposit Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

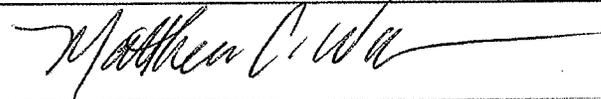
Name _____

Account Number _____

Certification* I, the undersigned, hereby certify that I am the: (Check only one)

author owner of exclusive right(s)
 other copyright claimant duly authorized agent of reFX Audio Software Inc.
Name of author or other copyright claimant, or owner of exclusive right(s) ▲
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name ▼ Matthew C. Wagner Date ▼ February 4, 2013

Handwritten signature (X) ▼ 

Certificate will be mailed in window envelope to this address:

Name ▼	Matthew C. Wagner
Number/Street/Apt ▼	One Atlantic Street, 8th Fl.
City/State/ZIP ▼	Stamford, CT 06901

YOU MUST:
• Complete all necessary spaces
• Sign your application in Space F

SEND ALL ELEMENTS IN THE SAME PACKAGE:
1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights

MAIL TO:
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e). Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

EXHIBIT C

Certificate of Registration



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

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
TX 7-602-259

Effective date of registration:
November 14, 2012

Title _____

Title of Work: Nexus 2.2.0

Completion/Publication _____

Year of Completion: 2009

Date of 1st Publication: July 31, 2009

Nation of 1st Publication: United States

Author _____

▪ Author: reFX Audio Software Inc.

Author Created: computer program

Work made for hire: Yes

Citizen of: Canada

Domiciled in: Canada

Copyright claimant _____

Copyright Claimant: reFX Audio Software Inc.

6360 202nd Street, Unit 101, Langley, BC, V2Y 1N2, Canada

Limitation of copyright claim _____

Material excluded from this claim: previous version

Previous registration and year: TX-7-551-179 2012

New material included in claim: computer program, new and revised computer program source code and supporting data

Rights and Permissions _____

Organization Name: Law Office of Andrew P. Lahser, PLC

Name: Andrew P Lahser

Email: andrew@lahserpatent.com

Telephone: 480-816-9383

Address: 16824 E. Ave of the Fountains

Suite 14

Fountain Hills, AZ 85268 United States

Certification _____

Name: Andrew P. Lahser

Date: November 13, 2012

Applicant's Tracking Number: 12#597

Copyright Office notes: Regarding deposit: Registration made under C.O. rule of doubt.
Regarding deposit: Special relief from deposit requirements granted under
37 C.F.R. 202.20(d).

0000TX00076022590201



Registration #: TX0007602259

Service Request #: 1-849139082



Law Office of Andrew P. Lahser, PLC
Andrew P Lahser
16824 E. Ave of the Fountains
Suite 14
Fountain Hills, AZ 85268 United States

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (703) 787-3000.



REGISTRATION NUMBER

TX	TXU	PA	PAU	VA	VAU	SR	SRU	RE
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EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work ▼

Nexus 2.2.0

Registration Number of the Basic Registration ▼

TX 7-602-259

Year of Basic Registration ▼

2012

Name(s) of Author(s) ▼

reFX Audio Software Inc.

Name(s) of Copyright Claimant(s) ▼

reFX Audio Software Inc.

Location and Nature of Incorrect Information in Basic Registration ▼

Line Number 2 Line Heading or Description Author; Work made for hire

Incorrect Information as It Appears in Basic Registration ▼

Author: reFX Audio Software Inc.; Work made for hire: Yes

Corrected Information ▼

Author: Michael Hartmann; Work made for hire: NO

Explanation of Correction ▼

See Section D below.

Location and Nature of Information in Basic Registration to be Amplified ▼

Line Number _____ Line Heading or Description _____

Amplified Information and Explanation of Information ▼

FORM CA RECEIVED

FORM CA

FUNDS RECEIVED DATE

EXAMINED BY

CORRESPONDENCE

REFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION YES NO

FOR
COPYRIGHT
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Continuation of: Part B or Part C

Michael Hartmann is the author of the Nexus 2.2.0 software. Mr. Hartmann granted all intellectual property rights in the Nexus 2.2.0 software exclusively to reFX Audio Software Inc. ("reFX"). As such, the copyright application inadvertently listed both the author and copyright claimant as reFX. reFX's exclusive rights include all rights to sue and recover for any past, present or future infringements, in its own name. Accordingly, Mr. Hartmann is the author and reFX is the copyright claimant. The work was not made for hire by reFX. This supplementary registration serves to correct the errors in the initial application and the current registration for Nexus 2.2.0, which recites reFX as author and as a work made for hire, to correctly name Mr. Hartmann as author and remove reference to work made for hire.

Supplementary registrations have also been filed on behalf of reFX with regard to Nexus 2 (Registration No. TX 7-551-179) and Nexus 2.2.1 (Registration No. TX 7-551-176) to correct Author and Work made for hire information.

Correspondence: Give name and address to which correspondence about this application should be sent.

Matthew C. Wagner
One Atlantic Street, 8th Fl.
Stamford, CT 06901

Phone (203) 358-0800 Fax (203) 348-2321 Email mwagner@dmoc.com

Deposit Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name _____

Account Number _____

Certification* I, the undersigned, hereby certify that I am the: (Check only one)

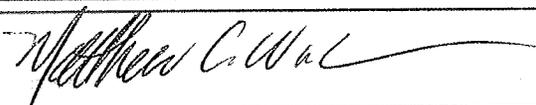
- author owner of exclusive right(s)
 other copyright claimant duly authorized agent of reFX Audio Software Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name ▼ Matthew C. Wagner

Date ▼ February 5, 2013

Handwritten signature (X) ▼ 

Certificate will be mailed in window envelope to this address:

Name ▼	<u>Matthew C. Wagner</u>
Number/Street/Apt ▼	<u>One Atlantic Street, 8th Fl.</u>
City/State/ZIP ▼	<u>Stamford, CT 06901</u>

YOU MUST:
• Complete all necessary spaces
• Sign your application in Space F

SEND ALL ELEMENTS IN THE SAME PACKAGE:

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*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.