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9 Attorneys for Defendants CLOUD IMPERIUM GAMES CORP.
10 and ROBERTS SPACE INDUSTRIES CORP.

11   **UNITED STATES DISTRICT COURT**

12   **CENTRAL DISTRICT OF CALIFORNIA**

13
   CRYTEK GMBH,   ) Case No. 2:17-CV-08937
14   )
15   Plaintiff,   ) [HON. DOLLY M. GEE]
        vs.   )
16   )
17 CLOUD IMPERIUM GAMES CORP. and   ) **DECLARATION OF JAY**
   ROBERTS SPACE INDUSTRIES CORP.,   ) **GRENIER**
18   )
19   Defendants.   ) Date: April 26, 2019
) Time: 9:30 AM
20   ) Courtroom: 8C
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21   )
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DECL. OF JAY GRENIER ISO DEFS.' MOT. FOR A BOND PURSUANT TO CCP § 1030

I, Jay Grenier, declare as follows:

1.   I am the Director of Product Development at Faceware Technologies, Inc. ("Faceware"). I make this declaration on the basis of personal knowledge, except where stated on information and belief.

2.   Faceware produces software used to capture facial expressions and transfer them onto animated characters. In or about 2017, Faceware began collaborating with Cloud Imperium Games Corp. ("CIG") to integrate Faceware's technology into CIG's video game *Star Citizen*. From the beginning of Faceware's collaboration with CIG through the present, I supervised the work Faceware performed in connection with its collaboration with CIG and was Faceware's primary point of contact with CIG.

3.   To the best of my knowledge, I was the recipient of all data, materials, and other deliverables that CIG provided to Faceware over the course of our collaboration. I was not provided by CIG, anyone connected to CIG, or any other party access to any of CIG's source code or any CryEngine source code. To the best of my knowledge, no one else at Faceware was provided access to CIG's source code or any CryEngine source code.

4.   The work flow between CIG and Faceware involved: (1) *Faceware* delivering *Faceware's* software development kit ("SDK") and source code to CIG; (2) *CIG* (not Faceware) integrating Faceware's technology into CIG's source code on CIG's own computers; (3) CIG compiling Faceware's technology with CIG's source code into a playable "game build"; (4) CIG delivering the compiled, playable game build to Faceware; (5) Faceware installing the compiled, playable game build on its own computers; and (6) Faceware testing the Faceware features that CIG integrated into the game. To be clear, the compiled, playable game builds that CIG delivered to Faceware did *not* include access to CIG's source code or any CryEngine source code.

1   I declare under penalty of perjury that the foregoing is true and correct.

2   Executed on March 29, 2019 in Austin, Texas.

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4   JAY GRENIER

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DECL. OF JAY GRENIER ISO DEFS.' MOT. FOR A BOND PURSUANT TO CCP § 1030

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