UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **May 1, 2026**

CHRONOSCALE CORPORATION
(Exact name of registrant as specified in its charter)

Nevada	**001-37854**	**99-0367049**
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

3811 Turtle Creek Blvd. Suite 2100 Dallas, Texas	**75219**
(Address of registrant's principal executive office)	(Zip code)

214-427-1704
(Registrant's telephone number, including area code)

Ekso Bionics Holdings, Inc.
101 Glacier Point, Suite A
San Rafael, CA 94901
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	CHRN	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Explanatory Note

This Amendment to the Current Report on Form 8-K (the "Original Form 8-K") originally filed by the Company (as defined below) on May 4, 2026 (as amended, this "Current Report") amends and restates the Original Form 8-K in its entirety, and is being filed for the purpose of, among other things, disclosing the material terms of the Business Combination and the APLD Parent PIPE Investment (as such terms are defined below).

On May 5, 2026 (the "Closing Date"), Ekso Bionics Holdings, Inc., a Nevada corporation ("Ekso" or the "Company"), consummated the previously announced business combination transaction (the "Business Combination") contemplated by that certain Contribution and Exchange Agreement (the "Contribution and Exchange Agreement"), dated February 15, 2026, by and among the Company, APLD Intermediate HoldCo LLC, a Delaware limited liability company ("APLD Intermediate"), APLD ChronoScale HoldCo LLC, a Delaware limited liability company and a wholly owned subsidiary of APLD Intermediate ("Contributor"), each a wholly owned direct or indirect subsidiary of Applied Digital Corporation, a Nevada corporation ("Applied Parent"), and Applied Digital Cloud Corporation, a Nevada corporation ("Cloud"), a wholly owned indirect subsidiary of Applied Parent and a direct subsidiary of Contributor as of immediately prior to Closing (as defined below). Upon the Closing, the Company changed its name to "ChronoScale Corporation" and Cloud became a wholly owned subsidiary of the Company. Unless the context otherwise requires, references to the "Company" refer to Ekso Bionics Holdings, Inc. prior to the Closing and ChronoScale Corporation following the Closing.

Pursuant to the Contribution and Exchange Agreement (1) immediately prior to the consummation of the Business Combination (the "Closing"), (i) the Company amended and restated its Articles of Incorporation (as further described below), and, in connection with such filing, changed its name from "Ekso Bionics Holdings, Inc." to

"ChronoScale Corporation" ("ChronoScale") and (ii) Applied Parent purchased 1,311,407 shares of the Company's common stock, par value $0.001 per share (the "Common Stock"), for gross proceeds to the Company of approximately $15.75 million in an offering exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), at a price per share of $12.01, the closing price of the Company's Common Stock on April 30, 2026 (the "APLD Parent PIPE Investment") pursuant to a securities purchase agreement (the "Securities Purchase Agreement") dated as of May 1, 2026, and (2) upon the Closing, (i) Contributor contributed to the Company all of its right, title and interest in and to 1,200 shares of common stock of Cloud, constituting 100% of the issued and outstanding equity of Cloud (the "Contributed Shares"), in exchange for 138,216,820 newly issued shares (the "Exchanged Shares") of the Company's Common Stock, (ii) the Company and Contributor entered into the Investor Rights Agreement (as defined below), (iii) the Company amended and restated its bylaws (as further described below), and (iv) the Company adopted the ChronoScale 2026 Omnibus Equity Incentive Plan (the "2026 Plan"). In addition, immediately after the Closing, the Company changed its fiscal year end to May 31st. On May 5, 2026, the Common Stock began trading on The Nasdaq Capital Market ("NasdaqCM") under the symbol "CHRN." In connection with the Business Combination, the CUSIP number for the Common Stock changed to 170924 104.

Following the APLD Parent PIPE Investment and the Closing, Applied Parent and the Contributor hold an aggregate of approximately 97% of the outstanding shares of Common Stock and the remaining legacy Company security holders collectively hold an aggregate of approximately 3% of the outstanding shares of Common Stock. At the Closing, the Company issued the Exchanged Shares to Contributor, and, effective upon the Closing, there were an aggregate of 143,093,381 shares of Common Stock outstanding, 138,216,820 of which were held by Contributor, 1,311,407 of which were held by Applied Parent and 3,565,154 of which were held by the Company's other stockholders.

The disclosures below contain references to the definitive information statement of the Company, dated April 3, 2026 and filed with the Securities and Exchange Commission (the "SEC") on the same date (the "Information Statement") with respect to the Business Combination and the transactions contemplated by the Contribution and Exchange Agreement, which was filed by the Company with the SEC on a Current Report on Form 8-K on February 17, 2026. This Current Report contains summaries of the material terms of various agreements executed in connection with the transactions described herein. The summaries of these agreements are subject to, and are qualified in their entirety by, reference to these agreements, which are filed as exhibits hereto and incorporated herein by reference.

Item 1.01. Entry into a Material Definitive Agreement.

To the extent required by Item 1.01 of Form 8-K, the information set forth in the Explanatory Note of this Current Report is incorporated herein by reference.

APLD Parent PIPE Investment

In connection with, and as a condition to Closing, on May 1, 2026, the Company entered into the Securities Purchase Agreement with Applied Parent, pursuant to which the Company agreed to sell and issue to Applied Parent 1,311,407 shares of Common Stock (the "Private Placement Shares"). The Private Placement Shares were sold in the APLD Parent PIPE Investment at an offering price of $12.01 per share, the closing price of the Common Stock on April 30, 2026, the date immediately preceding the date of execution of the Securities Purchase Agreement, for gross proceeds of approximately $15.75 million. The closing of the APLD Parent PIPE Investment took place on May 5, 2026 immediately prior to the Closing. The Private Placement Shares constitute registrable securities under the Investor Rights Agreement and, as such, have the same resale registration rights as set forth under "*Item 1.01. Entry into a Material Definitive Agreement – Investor Rights Agreement – Registration Rights*" of this Current Report.

Lake Street Capital Markets, LLC (the "Placement Agent") served as the Company's exclusive placement agent in connection with the APLD Parent PIPE Investment and, in the past, has provided, directly or through its affiliates, financial advisory and other services to the Company. As compensation for the services provided by the Placement Agent in the APLD Parent PIPE Investment, on May 5, 2026, in connection with the closing of the APLD Parent PIPE Investment, the Company paid the Placement Agent a cash fee equal to 5.0% of the aggregate gross proceeds raised in the APLD Parent PIPE Investment or approximately $0.75 million.

The Securities Purchase Agreement contains customary representations, warranties and agreements by the Company, conditions to closing, indemnification obligations of the Company and Applied Parent, other obligations of the parties and termination provisions. The representations, warranties and covenants contained in the Securities Purchase Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement and may be subject to limitations agreed upon by the contracting parties.

The foregoing description of the Securities Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Securities Purchase Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report and is incorporated herein by reference.

Investor Rights Agreement

Designation Rights

At the Closing, the Company and Contributor entered into an investor rights agreement (the "Investor Rights Agreement"), pursuant to which, the APLD Designator (as defined therein) has the right to designate four (4) of the seven (7) directors on the Company's Board of Directors (the "Board"), including the Chairman (each such director, an "APLD Designee"). The initial APLD Designees are Wes Cummins (Chairman), Ella Benson, Douglas Miller and Richard Nottenburg. The rest of the Board is comprised of Ying Cenly Chen, the Company's Chief Executive Officer, William M. Clancy, and Scott G. Davis, the Chief Executive Officer of Ekso Bionics, Inc. (a wholly owned subsidiary of the Company).

The Investor Rights Agreement provides that, (i) for so long as the APLD Investors (as defined therein) beneficially own at least 50% of the aggregate outstanding voting securities of the Company, the APLD Designator may designate four (4) directors, (ii) if the APLD Investors beneficially own at least 25% of the aggregate outstanding voting securities of the Company, the APLD Designator may designate three (3) directors; (iii) if the APLD Investors beneficially own at least 10% (but less than 25%) of the aggregate outstanding voting securities of the Company, the APLD Designator may designate two (2) directors; and (iv) if the APLD Investors beneficially own less than 10% of the aggregate outstanding voting securities of the Company, the APLD Designator may designate one (1) director. In addition, the Investor Rights Agreement provides that the APLD Designator has the right, but not the obligation, to consent to any individual nominated for election to the Board seat initially occupied by the Chief Executive Officer of the Company, for so long as the APLD Investors collectively beneficially own at least 25% of the aggregate outstanding voting securities of the Company.

Under the Investor Rights Agreement, any director that is designated by the APLD Designator may only be removed with the consent of the APLD Designator, or by the stockholders in accordance with applicable law and regulations, and the APLD Designator is entitled to appoint replacement designees in the event a vacancy is created with respect to one of its designees.

Under the Investor Rights Agreement, the Company is required to include the applicable designees in its slate of nominees for election at any stockholder meetings and to use reasonable best efforts to cause each designee to be elected.

For so long as the APLD Investors continue to beneficially own at least thirty percent (30%) of the aggregate outstanding voting securities of the Company, the Board is prohibited from increasing the total number of directors on the Board to greater than seven (7) and, in no event shall any decrease in the number of directors on the Board, in any instance, eliminate, abridge, or otherwise modify the APLD Designator's designation rights, in each case, without the consent of the APLD Designator.

Observer Rights

For so long as any APLD Investor is a party to the Investor Rights Agreement, the APLD Investors have the right to invite two (2) observers to all meetings of the

Board, and such observers may, participate in all deliberations thereof, in a non-voting observer capacity, so long as such observers' presence, or participation in, such meetings shall not pose a conflict of interest or threat to attorney-client privilege or work product privilege.

Approval Rights

Under the Investor Rights Agreement, for so long as the APLD Investors continue to beneficially own at least thirty percent (30%) of the aggregate outstanding voting securities of the Company, the Company has agreed not to take the following specified actions (as more fully set forth in the Investor Rights Agreement) without the prior written consent of the APLD Designator, which such approval rights may be waived by the APLD Designator, in whole or in part, from time to time:

- commence or approve any dissolution, liquidation or winding up of the Company or any subsidiary, including similar transactions, or merge or consolidate with any person, or sell, lease, transfer otherwise dispose of all or substantially all of the assets or voting power of the Company or any subsidiary;
- make any fundamental change in the nature of the Company's or any subsidiary's business or purpose;
- relocate the Company's principal office;
- create, authorize, designate, issue or obligate the Company or any subsidiary to issue any securities that are senior to the Common Stock with respect to dividends, liquidation or voting;
- amend the Company's Articles of Incorporation or the Company's bylaws, stockholders' agreement or similar governing or organizational document;
- issue any shares of Preferred Stock;
- declare, set aside or pay any dividends or other distributions on any capital stock;
- enter into any agreement that restricts the ability of the Company or any subsidiary to comply with the preemptive rights of the APLD Investors in the Investor Rights Agreement;
- incur, create, assume or guarantee any indebtedness for borrowed money, subject to certain exceptions;
- make or commit to make any acquisition, joint venture, partnership, strategic alliance or formation of any subsidiary, or any investment in, or loans or advances to, any person, subject to certain exceptions;
- create, incur, assume or permit to exist any Lien (as defined in the Investor Rights Agreement) on any property or asset now owned or hereafter acquired by the Company or any subsidiary, assign or sell any income or revenues (including accounts receivable) or rights in respect thereof, other than Permitted Liens (as defined in the Investor Rights Agreement);
- enter into, amend, waive, supplement or terminate any transaction or agreement with any stockholder, director, officer or employee of the Company or any subsidiary, or any affiliate of the foregoing, subject to certain exceptions;
- sell, transfer, assign, exclusively license, pledge, encumber or otherwise dispose of any assets valued individually or collectively in excess of $100 million, subject to certain exceptions;
- hire, appoint, terminate or materially change the compensation or duties of the Chief Executive Officer or Chief Financial Officer of the Company;
- appoint, remove or change the Company's independent public accountants (other than to a nationally recognized or regional accounting firm);
- prosecute, commence, defend, settle or compromise any litigation, arbitration, administrative or regulatory Proceeding, investigation or claim that could reasonably be expected to (i) result in obligations (including fees and expenses) exceeding $1 million, (ii) impose injunctive or other equitable relief materially adverse to the Company or the conduct of the business, or (iii) adversely affect the rights of any APLD Investor;
- enter into any agreement that purports to bind any APLD Investor;
- make any political or charitable contribution in excess of $1,000 in any instance or $10,000 in the aggregate in any fiscal year, subject to applicable law;
- enter into any agreement that restricts the ability of the Company or any subsidiary to conduct any material aspect of its business, to compete in any material respect, or to operate in any geographic area, other than customary restrictions in commercial agreements entered into in the ordinary course of business; and
- agree, approve, adopt a plan or policy, or commit, resolve or obligate the Company or any subsidiary to do any of the foregoing.

Preemptive Rights

The Contributor is entitled to preemptive rights for so long as it beneficially owns at least ten percent (10%) of the Company's aggregate outstanding voting securities, subject to certain exemptions. When the Company proposes to issue new equity securities, it must provide the Contributor with written notice specifying the securities to be offered, the price, and other material terms. Within ten (10) days of receiving this notice, the Contributor may elect to purchase up to the lesser of (i) 150% of its pro rata share of outstanding equity securities or (ii) 75% of the new securities being offered, with an oversubscription right for any unsubscribed securities.

If the Contributor does not subscribe for all offered securities, the Company may sell the remaining securities to third parties within ninety (90) days, provided the terms are no more favorable than those initially offered to the Contributor. If the Company fails to complete a sale within this period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the preemptive rights revive and the offered securities may not be sold without restarting the process.

Registration Rights

The Company is required to file a registration statement with the SEC covering the resale of all registrable securities held by the APLD Investors by the date that is sixty (60) days after Closing. The registration statement must be on Form S-3, or if Form S-3 is unavailable, on another appropriate form, with the Company obligated to convert to a Form S-3 shelf registration statement within thirty (30) days of becoming eligible. The Company is obligated to use commercially reasonable efforts to have the registration statement declared effective within thirty (30) calendar days of the filing deadline (or sixty (60) days if the SEC reviews the filing).

The Company shall bear all registration expenses, excluding underwriting discounts, selling commissions, and the APLD Investors' legal fees. The Company is obligated to maintain the effectiveness of the registration statement until there are no longer any registrable securities outstanding, subject to certain permitted suspension periods not exceeding forty-five (45) consecutive trading days or ninety (90) total trading days in any 365-day period. If the SEC limits the securities eligible for registration under Rule 415, the Company will be obligated to use commercially reasonable efforts to advocate for full registration and, if unsuccessful, allocate any required cutbacks among the APLD Investors on a pro rata basis. The Company is also obligated to take reasonable steps to facilitate sales under Rule 144, maintain stock exchange listings, and promptly notify investors of any material misstatements requiring prospectus amendments.

The foregoing description of the Investor Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Investor Rights Agreement, a copy of which is attached as Exhibit 10.3 to this Current Report and incorporated by reference herein.

Management Advisory and Corporate Services Agreement

At Closing, in connection with the Contribution and Exchange Agreement, Applied Parent and the Company entered into a Management Advisory and Corporate Services Agreement (the "Services Agreement"). Under the Services Agreement, Applied Parent has agreed to provide the Company with (i) management advisory services, including financial, managerial, and operational advice regarding day-to-day operations and strategic transactions and (ii) certain corporate services to the Company, including

administrative and software services, and various personnel services. Under the Services Agreement, the Company will pay Applied Parent (i) an amount equal to one percent (1%) of the gross revenue of the Company and its subsidiaries per quarter and (ii) fees for other corporate services provided by Applied Parent to the Company and its subsidiaries as they are incurred on a monthly basis. The Services Agreement has an initial term of twelve (12) months, with automatic successive one (1)-month renewals unless either party provides at least sixty (60) days' prior written notice of non-renewal prior to the expiration of the initial term or at least twenty (20) days prior to the expiration of the renewal term, and may be terminated by Applied Parent upon thirty (30) days written notice to the Company or by either party upon an uncured material breach or upon a party's bankruptcy or insolvency. The Company has agreed to indemnify Applied Parent for damages arising from gross negligence, willful misconduct, fraud, or breach, and Applied Parent's aggregate liability is capped at ten percent (10%) of the aggregate service fees paid to the Company, with exclusions for consequential damages subject to carve-outs for fraud or willful misconduct. The Services Agreement also contains customary provisions regarding confidentiality, intellectual property licensing and data privacy and is governed by the laws of the State of Delaware.

The foregoing description of the Services Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Services Agreement, a copy of which is filed as Exhibit 10.4 to this Current Report and is incorporated herein by reference.

Indemnity Agreements

Effective as of the Closing, on May 1, 2026, in connection with the Investor Rights Agreement, the Company entered into Indemnity Agreements (the "Indemnity Agreements") with each of Wes Cummins, Richard Nottenburg, Douglas Miller, Ella Benson and William M. Clancy. Under the Indemnity Agreements, the Company has agreed to indemnify each director to the fullest extent permitted by Nevada law against expenses, judgments, fines, ERISA excise taxes and penalties, and amounts paid in settlement arising from his or her service as a director, officer or agent of the Company or its subsidiaries and to advance expenses incurred in connection with any covered proceeding, subject to an undertaking to repay such advances if such director is ultimately determined not to be entitled to indemnification. The Company has also agreed to obtain and maintain directors' and officers' liability insurance covering each such director on terms no less favorable than the Company's existing policies. The Indemnity Agreements are governed by the laws of the State of Nevada. The foregoing description of the Indemnity Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the Indemnity Agreements, a form of which is filed as Exhibit 10.5 to this Current Report and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

To the extent required by Item 2.01 of Form 8-K, the information set forth in the Explanatory Note and Items 1.01 and 9.01 of this Current Report is incorporated by reference herein.

On May 5, 2026, the Company consummated the Business Combination pursuant to the terms of the Contribution and Exchange Agreement, pursuant to which Contributor contributed all of its right, title and interest in and to 1,200 shares of the common stock of Cloud, constituting 100% of the issued and outstanding equity of Cloud at the time of Closing to the Company. In exchange for the contribution of all of the issued and outstanding equity interests of Cloud, the Company issued to Contributor the Exchanged Shares. Upon the filing of the A&R Articles (as defined below), the Company was renamed "ChronoScale Corporation" and Cloud became a wholly owned subsidiary of the Company, with the Company holding 100% of the equity interests of Cloud. The Company will continue its existence under the laws of the State of Nevada. All debts, liabilities, obligations, restrictions, disabilities, and duties of Cloud shall remain the debts, liabilities, obligations, restrictions, disabilities, and duties of Cloud, as the wholly owned subsidiary of the Company.

The foregoing description of the Contribution and Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Contribution and Exchange Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

Item 2.02. Results of Operations and Financial Condition.

To the extent required by Item 2.02 of Form 8-K, the information set forth in Items 2.01 and 9.01 of this Current Report is incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth above in the Explanatory Note and Items 1.01 and 2.01 of this Current Report with respect to the Business Combination, the Exchanged Shares, the APLD Parent PIPE Investment and the Private Placement Shares is hereby incorporated by reference into this Item 3.02. The Exchanged Shares and Private Placement Shares were issued and sold without registration under the Securities Act of 1933, as amended (the "Securities Act"), or state securities laws in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act promulgated thereunder and in reliance on similar exemptions under applicable state laws. The Company relied on this exemption from registration based in part on representations made by the Contributor and Applied Parent in each of the Contribution and Exchange Agreement and the Securities Purchase Agreement, as applicable.

Item 3.03. Material Modification to Rights of Security Holders.

To the extent required by Item 3.03 of Form 8-K, the information set forth in the Explanatory Note and Items 1.01 and 2.01 of this Current Report is incorporated by reference herein.

As described in this Current Report, on May 1, 2026, the Company filed the Second Amended and Restated Articles of Incorporation (the "A&R Articles") with the Secretary of State of the State of Nevada with a delayed effective date and time of 3:00 a.m. (Eastern Time) on May 5, 2026. Upon Closing and effective upon Closing, the Company adopted the Second Amended and Restated Bylaws (the "A&R Bylaws" and, together with the A&R Articles, the "Amended Charter Documents").

The A&R Articles and the A&R Bylaws were previously approved by the Board on February 14, 2026. The A&R Articles were also approved by written consent of stockholders holding approximately 50.4% of the voting power of the Company's outstanding voting securities (the "Principal Stockholders"), effective February 20, 2026, in accordance with the Nevada Revised Statutes (the "NRS"). The Company filed the Information Statement on April 3, 2026 with the SEC and transmitted the same to its stockholders of record on April 3, 2026.

There were no changes to the Certificate of Designation of the Powers, Preferences and Relative, Participating, Optional and Other Restrictions of Series B Convertible Preferred Stock ("Series B Certificate of Designations") previously filed by the Company on January 22, 2026.

The following is a summary of the material modifications to the rights of the Company's stockholders following adoption of the Amended Charter Documents. This summary is qualified in its entirety by reference to the full text of the A&R Articles and the A&R Bylaws, copies of which are filed as Exhibits 3.1 and 3.2 to this Current Report and are incorporated herein by reference.

A&R Articles

Name Change

On May 1, 2026, the Company filed its A&R Articles to change its name to "ChronoScale Corporation," effective as of 3:00 a.m. Eastern Time on May 5, 2026.

Increase in Authorized Shares of Common Stock

The A&R Articles increased the number of authorized shares of Common Stock from 141,428,571 shares to 290,000,000 shares, while maintaining the par value of $0.001 per share. The total authorized capital stock of the Company is now 300,000,000 shares, consisting of 290,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock. The additional authorized shares of Common Stock have the same rights and privileges as the shares of Common Stock previously authorized and outstanding. The Company's stockholders do not have preemptive rights to subscribe for or purchase any newly authorized shares, and future issuances of Common Stock (or securities exercisable for or convertible into Common Stock) may have a dilutive effect on earnings per share, book value per share, and the voting power of existing stockholders.

Voting Rights

The A&R Articles expressly provide that each share of Common Stock entitles the holder thereof to one vote, in person or by proxy, on any matter on which action of the Company's stockholders is sought. Holders of Preferred Stock have no right to vote, except (i) as determined by the Board in accordance with the terms of any certificate of designation applicable to such series, or (ii) as otherwise provided by the NRS.

Blank Check Preferred Stock Authority

The A&R Articles authorize the Board to issue Preferred Stock in one or more classes or series and to fix the designations, powers, preferences and rights of each such class or series without further stockholder approval, including the dividend rate and whether dividends are cumulative, voting rights, conversion privileges, redemption terms, sinking fund provisions, liquidation preferences and any other relative rights, preferences and limitations.

Dividend Priority and Liquidation Preferences for Preferred Stock

The A&R Articles provide that dividends on issued and outstanding shares of Preferred Stock shall be paid or declared and set apart for payment prior to any dividends being paid or declared and set apart for payment on shares of Common Stock with respect to the same dividend period. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, if the assets available for distribution to holders of Preferred Stock are insufficient to pay such holders the full preferential amount to which they are entitled, then such assets shall be distributed ratably among all classes and series of Preferred Stock in accordance with their respective preferential amounts, including unpaid cumulative dividends.

Removal of Directors

The A&R Articles provide that any director or the entire Board may be removed at any time, but only for cause and only by the affirmative vote of the holders of seventy-five percent (75%) or more of the voting power of the issued and outstanding stock entitled to vote generally in the election of directors, considered for this purpose as a single class, cast at a meeting of stockholders called for that purpose. This provision does not apply with respect to any director elected by the holders of a series of Preferred Stock voting separately as a class. This supermajority voting standard may have the effect of making it more difficult to remove incumbent directors.

Limitation of Liability of Directors and Officers

The A&R Articles provide that the personal liability of any director or officer of the Company shall be eliminated or limited to the fullest extent permitted by the NRS. Any repeal or modification of this provision by the stockholders shall not adversely affect any right or protection of any director existing at the time of such repeal or modification.

Amendments

The A&R Articles provide that the Board shall have the power to adopt, alter, amend and repeal the bylaws, subject to the right of stockholders to adopt, alter, amend and repeal bylaws made by the Board; provided, however, that bylaws shall not be adopted, altered, amended or repealed by the stockholders except by the vote of the holders of not less than two-thirds (66 2/3%) of the voting power of the issued and outstanding stock entitled to vote upon the election of directors.

Interested Director Transactions

The A&R Articles provide that no contract or transaction between the Company and any other corporation (or other entity) shall be affected or invalidated solely by the fact that any director of the Company is pecuniarily or otherwise interested in, or is a director or officer of, such other entity. An interested director may be counted in determining the existence of a quorum and may vote to authorize such contract or transaction, provided the fact of such interest is disclosed or known to the Board or a majority thereof.

Reserved Right to Amend

The A&R Articles expressly reserve the right of the Company to amend, alter, change or repeal any provision contained therein, and provide that all rights, preferences and privileges conferred upon stockholders, directors or any other persons by and pursuant to the A&R Articles are granted subject to such reserved right.

A&R Bylaws

Board Composition

The A&R Bylaws provide that the number of directors constituting the Company's Board shall be fixed from time to time by resolution of the Board. Subject to the rights of any holders of preferred stock, any newly created directorships or vacancies on the Board resulting from death, resignation, disqualification, removal or other cause may be filled solely by a majority vote of the directors then in office, even if less than a quorum, or by the sole remaining director. Any director elected to fill a vacancy will serve for the remainder of the term of the director whom such director replaces and until a successor is duly elected and qualified.

Election of Directors

The A&R Bylaws provide that directors are generally elected by a majority of the votes cast at a meeting of stockholders at which a quorum is present. However, in any uncontested election in which the number of director nominees exceeds the number of open seats as a result of stockholder nominations made in compliance with the A&R Bylaws, directors are elected by a plurality of the votes cast.

Indemnification and Advancement of Expenses

The A&R Bylaws provide for indemnification and hold-harmless protections, to the fullest extent permitted by applicable law, for any director or officer of the Company (or any person serving at the Company's request as a director, officer, employee or agent of another entity), against all liability and loss suffered and expenses

(including attorneys' fees) reasonably incurred in connection with any threatened, pending or completed proceeding, whether civil, criminal, administrative or investigative. The A&R Bylaws also provide for mandatory advancement of expenses incurred in defending or otherwise participating in any such proceeding, subject to an undertaking by the covered person to repay such amounts if it is ultimately determined that such person is not entitled to indemnification. Any amendment, repeal, modification or elimination of these indemnification provisions shall not adversely affect any right or protection of a covered person in respect of any act or omission occurring prior to the time of such amendment.

Stockholder Action by Written Consent

The A&R Bylaws provide that, for so long as Applied Parent beneficially owns more than 50% of the voting power of the then outstanding shares entitled to vote generally in the election of directors, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, by written consent of stockholders holding not less than the minimum number of votes necessary to authorize such action. At all other times, stockholder action may only be taken at a duly called annual or special meeting of stockholders and may not be taken by written consent.

Special Meetings of Stockholders

The A&R Bylaws provide that special meetings of stockholders may be called solely and exclusively by the Board, the Chairman of the Board, or, if applicable, by the holders of any series of Preferred Stock as provided for in the A&R Articles. Stockholders do not have the right to call special meetings.

Quorum Requirements

The A&R Bylaws provide that, for so long as Applied Parent beneficially owns more than 50% of the voting power of the then outstanding shares entitled to vote, a two-thirds (66 2/3%) supermajority in voting power shall be required to constitute a quorum at any meeting of stockholders. At all other times, a majority in voting power shall constitute a quorum.

Amendments

The A&R Bylaws provide that, for so long as Applied Parent beneficially owns at least 30% of the voting power of the then outstanding shares entitled to vote generally in the election of directors, the bylaws may be altered, amended or repealed by the Board without stockholder approval; at such time as Applied Parent's ownership falls below such threshold, amendment of the bylaws requires either Board action with prior stockholder approval, or stockholder action with prior Board approval, in either case by the affirmative vote of at least a majority in voting power of all then outstanding shares entitled to vote, voting together as a single class.

Exclusive Forum Selection

The A&R Bylaws include an exclusive forum provision providing that, unless the Company consents in writing to the selection of an alternative forum, (i) the Eighth Judicial District Court of Clark County, Nevada, or the Court of Chancery of the State of Delaware, will be the sole and exclusive forum for certain actions, suits or proceedings, including any "internal actions" (as defined under Nevada law), provided that actions constituting internal actions must be brought exclusively in the Nevada state courts, and (ii) the federal district courts of the United States will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Advance Notice and Proxy Access Provisions

The A&R Bylaws contain advance notice provisions requiring stockholders who wish to bring business or make nominations at an annual or special meeting of stockholders to deliver timely written notice to the Secretary of the Company, in each case complying with detailed informational and procedural requirements. The A&R Bylaws also include proxy access provisions permitting a stockholder, or a group of up to 20 stockholders, who have continuously owned at least 3% of the Company's outstanding voting power for at least three years, to nominate and have included in the Company's proxy materials a number of director nominees equal to the greater of two (2) or 25% of the Board, subject to specified eligibility, procedural and informational requirements.

Acquisition of Controlling Interests

The A&R Bylaws expressly provide that Sections 78.378 through 78.3793 of the Nevada Revised Statutes (the "Acquisition of Controlling Interest Statute") apply to the Company. These provisions restrict the voting rights of shares acquired in a "control share acquisition" unless such voting rights are approved by disinterested stockholders. The Acquisition of Controlling Interest Statute does not apply to Applied Parent or its subsidiaries, or to certain acquisitions by such entities or their estate-planning vehicles.

Item 4.01. Changes in Registrant's Certifying Accountant.

On May 5, 2026, the audit committee of the Board approved (i) the termination of the engagement of WithumSmith+Brown, PC ("Withum"), the Company's independent registered public accounting firm prior to the Business Combination, and (ii) the engagement of CBIZ CPAs P.C. ("CBIZ") as the independent registered public accounting firm to audit the Company's consolidated financial statements for the year ending May 31, 2026 (the "2026 Annual Report"). Subject to the completion of CBIZ's standard client acceptance procedures, CBIZ's appointment was effective immediately after the Closing. CBIZ serves as the independent registered public accounting firm of Applied Parent, and therefore served as the independent registered public accounting firm of Cloud, as a wholly owned indirect subsidiary of Applied Parent, prior to the Business Combination. Withum was informed on May 5, 2026 that it would not be retained to serve as the Company's independent registered public accounting firm immediately after the Closing.

The report of Withum on the Company's consolidated financial statements as of and for the year ended December 31, 2025, did not contain an adverse opinion or a disclaimer of opinion, nor was it qualified or modified as to uncertainty, audit scope or accounting principles, except that such report contained a paragraph which noted that there was substantial doubt as to the Company's ability to continue as a going concern because of the Company's liquidity condition.

During the period from January 1, 2024 to December 31, 2025, and the subsequent interim period through May 5, 2026, there were no: (i) disagreements (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions) with Withum on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of Withum would have caused Withum to make reference thereto in its reports on the consolidated financial statements for such years, or (ii) reportable events (as described in Item 304 (a)(1)(v) of Regulation S-K).

During the period from January 1, 2024 to December 31, 2025, and the subsequent interim period through May 5, 2026, neither the Company nor anyone on the Company's behalf consulted with CBIZ regarding (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on the financial statements of the Company, and no written report or oral advice was provided to the Company by CBIZ that CBIZ concluded was an important factor considered by the Company in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement, as that term is defined in Item 304(a)(1)(iv) of Regulation S-K, or a reportable event, as that term is defined in Item 304(a)(1)(v) of Regulation S-K of the Exchange Act.

The Company provided Withum with a copy of the foregoing disclosures prior to the filing of this Current Report and requested that Withum furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements made by the Company set forth above. A copy of Withum's letter, dated May 5, 2026, is attached as Exhibit 16.1 to this Current Report.

Item 5.01. Changes in Control of Registrant.

The information set forth in the Explanatory Note, Item 2.01 of this Current Report regarding the Business Combination and the information set forth in Item 5.02 of this Current Report regarding the Board and the Company's executive officers of the Company following the Business Combination are incorporated by reference into this Item 5.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in the Explanatory Note and Items 1.01 and 2.01 of this Current Report is incorporated by reference herein.

Board of Directors

In connection with the Closing, immediately prior to the Closing and effective as of the Closing Date, the following directors tendered their resignations from the Board and each committee of the Board on which each such director respectively served: Mary Ann Cloyd, Corinna Lathan, Ph.D., Charles Li, Ph.D., and Deborah Lafer Scher, which resignations were not the result of any disagreements with the Company or its management relating to the Company's operations, policies or practices.

As of the Closing, the Company qualified as a "controlled company" under the Nasdaq Listing Rules because following the Business Combination more than 50% of the voting power of its Common Stock is owned by Contributor. As a "controlled company," the Company is entitled to rely on certain exemptions from the corporate governance requirements of The Nasdaq Stock Market LLC (the "Nasdaq Stock Market"), including:

- the requirement that a majority of the Board consists of independent directors;
- the requirement that its director nominees be selected or recommended for the Board's selection by a majority of the Board's independent directors in a vote in which only independent directors participate or by a nominating committee comprised solely of independent directors, in either case, with board resolutions or a written charter, as applicable, addressing the nominations process and related matters as required under the federal securities laws; and
- the requirement that its compensation committee be composed entirely of independent directors with a written charter addressing the compensation committee's purpose and responsibilities.

Effective upon the Closing, on May 5, 2026, the size of the Board was increased to seven members and the Board was reconstituted as follows: Wes Cummins (Chairman), Ella Benson, Ying Cenly Chen, the Company's Chief Executive Officer, William M. Clancy, Scott G. Davis, Douglas Miller and Richard Nottenburg. In addition, on May 1, 2026, immediately after Closing, the compensation committee and nominating and governance committee of the Board were dissolved.

Under the Nasdaq Listing Rules, a majority of the members of the board of directors must qualify as "independent," as affirmatively determined by the board of directors and a director will only qualify as an "independent director" if, in the opinion of that company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. Although as a controlled company, as described above, the Company is not required to comply with the Nasdaq Listing Rules for the majority of members of the Board to be independent, the Company has elected not to rely upon this exemption. The Board has determined that each of Ms. Benson, Mr. Clancy, Mr. Miller and Dr. Nottenburg qualify as "independent directors" as defined by the Nasdaq Listing Rules and therefore, at Closing, the Board is comprised of a majority of independent directors.

As of the Closing Date, the audit committee of the Board consisted of Ms. Benson, Mr. Clancy and Mr. Miller, with Mr. Clancy serving as the Chair of the committee. The Board determined that each member of the audit committee qualifies as an independent director under the independence requirements of the Sarbanes-Oxley Act of 2002, as amended, Rule 10A-3 under the Exchange Act, and the applicable Nasdaq listing requirements and that Mr. Clancy qualifies as an "audit committee financial expert," as defined in Item 407(d)(5) of Regulation S-K, and which member or members possess financial sophistication, as defined under the rules of Nasdaq.

Each of the appointed directors' biographical information is set forth below. The Company's director compensation policy prior to the Business Combination remains in effect.

Wes Cummins

Mr. Cummins serves as the Chairman of the Board as of the Closing. Mr. Cummins has served as a member of Applied Parent's board of directors from 2007 until 2020 and from March 11, 2021, through present. During that time Mr. Cummins also served in various executive officer positions and he is currently serving as the Chairman of Applied Parent's board of directors and as Applied Parent's Chief Executive Officer. Mr. Cummins is also the founder and CEO of 272 Capital LP, a registered investment advisor. Prior to founding 272 Capital and starting Applied Parent's operating business, Mr. Cummins was an analyst with Nokomis Capital, L.L.C., an investment advisory firm, a position he held from October 2012 until February 2020. Mr. Cummins also served as President of B. Riley & Co., from 2002 to 2011. Mr. Cummins also serves as a member of the board of directors of Sequans Communications S.A. (NYSE: SQNS), a fabless designer, developer and supplier of cellular semiconductor solutions for massive, broadband and critical Internet of Things (IoT) markets. Mr. Cummins served on the board of directors of Telenav (NASDAQ: TNAV) from August 2016 until February 2021. Mr. Cummins also served on the board of directors of Vishay Precision Group, Inc. (NYSE: VPG) from July 2017 to June 2024. He holds a BSBA from Washington University in St. Louis where he majored in finance and accounting. The Board has concluded that Mr. Cummins is well-qualified to serve on the Board because of his business and leadership experience.

Douglas Miller

Mr. Miller serves as a director on the Board as of the Closing. Mr. Miller has served as a member of the board of directors of four public companies over the past nine years: Applied Digital Corporation (NASDAQ: APLD) from April 2021 to present, Telenav, Inc, a wireless application developer specializing in personalized navigation services ("Telenay"). (NASDAQ: TNAV) from July 2015 to February 2021, CareDx, Inc, a medical company ("CareDx"). (NASDAQ: CDNA) from July 2016 to May 2017, and Procera Networks, Inc,a technology company ("Procera"). (NASDAQ: PKT) from May 2013 to June 2015. He has chaired the Audit Committee for Telenav, CareDX, and Procera, and has also served as a Lead Independent Director and as chair or committee member on Compensation, Nominating and Corporate Governance and Special committees. Prior to his roles as board member, Mr. Miller served as Senior Vice President, chief financial officer and treasurer of Telenav, Inc., from 2006 to 2012. From 2005 to 2006, Mr. Miller served as vice president and chief financial officer of Longboard, Inc., a privately held provider of telecommunications software. Prior to that, from 1998 to 2005, Mr. Miller held various management positions, including senior vice president of finance and chief financial officer, at Synplicity, Inc., a formerly-publicly traded electronic design automation company. Mr. Miller also served as chief financial officer of 3DLabs, Inc., a publicly held graphics semiconductor company, and as an audit partner at Ernst & Young LLP, a professional services organization. Mr. Miller was a certified public accountant (inactive). He holds a B.S.C. in Accounting from Santa Clara University. The Board has concluded that Mr. Miller is well-qualified to serve on the Board because of his business experience and board experience at publicly traded companies.

Richard Nottenburg

Dr. Nottenburg serves as a director on the Board as of the Closing. Since June 2021, Dr. Nottenburg has served as a member of the board of directors of Applied Parent, including serving on the board's Audit Committee. Dr. Nottenburg is also the Chair of Applied Parent's Compensation Committee of the board. Dr. Nottenburg is Executive Chairman of NxBeam Inc., which designs and builds leading proprietary mmWave ICs and radio products to power the next generation of satellite and terrestrial communication networks. He is also a member of the board of directors of Sequans Communications S.A. (NYSE: SQNS), a leading developer and provider of 5G and 4G chips and modules for massive, broadband and critical IoT applications where he serves on both the audit and compensation committees. Previously, Dr. Nottenburg was on the board of directors of Verint Systems Inc. (NASDAQ: VRNT), a customer engagement company from July 2011 through December 2025. He also served as President and Chief Executive Officer and a member of the board of directors of Sonus Networks, Inc., a communications company from 2008 through 2010. From 2004 until 2008, Dr. Nottenburg was an officer with Motorola, Inc., ultimately serving as its Executive Vice President, Chief Strategy Officer and Chief Technology Officer. Dr. Nottenburg holds a BSEE from New York University - Polytechnic School of Engineering, a master's degree in electrical engineering from Colorado State University, and a PhD in electrical engineering from Ecole Polytechnique Fédérale de Lausanne. The Board has concluded that Dr. Nottenburg is well-qualified to serve on the Board because of his industry expertise and board experience at publicly traded companies.

Ella Benson

Ms. Benson serves as a director on the Board as of the Closing. Since May 2024, Ms. Benson has served as a member of Applied Parent's board of directors where she is also the Chairperson of the Nominating and Corporate Governance Committee. Ms. Benson brings over a decade of experience in financial services and is a Director at Oasis Management Co., Ltd. ("Oasis"). She has substantial experience working with public companies undergoing strategic transitions. Ms. Benson served on the board of directors of Stratus Properties Inc. (NASDAQ: STRS) from 2017 to 2020. Prior to joining Oasis in 2013, Ms. Benson was an analyst at GAM Investments, an independent asset management firm, from 2009 to 2013. Ms. Benson holds a Bachelor of Business Administration in Finance from the McCombs School of Business at the University of Texas at Austin. The Board has concluded that Ms. Benson is well-qualified to serve on the Board because of her substantial experience working with public companies undergoing strategic transitions.

William M. Clancy

Mr. Clancy serves as a director on the Board as of the Closing. Mr. Clancy has served as the Executive Vice President and Chief Financial Officer of Vishay Precision Group, Inc. (NYSE: VPG), an industry-leader in manufacturer of specialized sensors, weighing solutions, and measurement systems based on precision foil technology, since November 2009. Previously, Mr. Clancy was Corporate Controller of Vishay Intertechnology from 1993 until November 2009. He became a Vice President of Vishay Intertechnology in 2001 and a Senior Vice President of Vishay Intertechnology in 2005. Mr. Clancy served as Corporate Secretary of Vishay Intertechnology from 2006 to 2009. From June 2000 until May 2005 Mr. Clancy served as the principal accounting officer of Siliconix, Inc, a semiconductor company, prior to its acquisition by Vishay Intertechnology. Mr. Clancy had been employed by Vishay Intertechnology since 1988. Mr. Clancy is a licensed CPA in Pennsylvania. Mr. Clancy holds a Bachelors of Science in Business Administration, Accounting and Finance from La Salle University. The Board has concluded that Mr. Clancy is well-qualified to serve on the Board because of his business and leadership experience.

Ying Cenly Chen

Ms. Chen serves as a director on the Board and as the Company's Chief Executive Officer as of the Closing. Ms. Chen had been employed by Super Micro Computer, Inc. (Nasdaq: SMCI) located in San Jose, CA since March 2008 and held various executive positions at SMCI since September 2015, including most recently as Chief Growth Officer, Senior Vice President & Managing Director from October 2023 to April 2026. She also served as Director of Enterprise Business at Global Crossing from February 2003 to March 2004. Ms. Chen holds a Bachelor of Science from Fudan University. The Board has concluded that Ms. Chen is well-qualified to serve on the Board because of her substantial executive leadership and business experience.

Scott G. Davis

Mr. Davis serves as the Chief Executive Officer of Ekso Bionics, Inc. (the wholly owned subsidiary of the Company at Closing) as of the Closing and as a member of the Board since December 2022. Mr. Davis previously served as the Company's Chief Executive Officer from December 2022 through the Closing. Previously, Mr. Davis served as the Company's President and Chief Operating Officer from January 2022 through December 2022 after first serving as Executive Vice President of Strategy and Corporate Development from April 2021 through January 2022. Mr. Davis has more than two decades of worldwide leadership success in fast growing high-tech companies. Prior to joining the Company, from December 2018 through March 2021, Mr. Davis served as Chief Executive Officer of Globalmatix, Inc., a disruptive Internet of Things connected telematics solution provider, and from January 2017 through December 2018, he served as Senior Vice President of Strategy for GetWireless, LLC, a telecommunications equipment provider. From 2015 through 2020, he provided C-level consulting services assisting on scalability, process improvement, business development, M&A support and go-to-market strategy as President of SGD Executive Services LLC, a consulting firm. From 2007 through 2015, Mr. Davis served as Vice President of Global Sales Enterprise Solutions for Sierra Wireless, Inc, a wireless communications equipment designer. (Nasdaq: SWIR). Mr. Davis has a B.S. in Business Administration from Bloomsburg University. The Board has concluded that Mr. Davis is well-qualified to serve on the Board because of many years of executive leadership experience and his extensive operational and sales background.

Other than as described herein, there are no arrangements or understandings between any of the directors or officers, and any other person pursuant to which they were appointed as an officer or director and each director and officer does not have a direct or indirect material interest in any "related party" transaction required to be separately disclosed pursuant to Item 404(a) of Regulation S-K. No director or officer has any family relationships with any of the Company's directors or executive officers.

Certain Relationships and Related Party Transactions

With respect to the Company's directors, there are no related party transactions reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K, except for Mr. Cummins. The following transactions are reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K with respect to Mr. Cummins and the Company:

Business Combination and MIP Interests

As described in this Current Report, on the Closing Date, the Company consummated the Business Combination, pursuant to which Cloud became a wholly owned subsidiary of the Company. Prior to the Business Combination, Cloud was a wholly owned indirect subsidiary of Applied Parent. Following the Closing, Applied Parent and the Contributor continue to beneficially own approximately 97% in the aggregate of the outstanding shares of Common Stock and, as a result, both entities are deemed to be "related persons" under Item 404(a).

Mr. Cummins is a related person under Item 404(a) because he is the Chief Executive Officer and Chairman of the board of directors of Applied Parent, and serves as Chairman of the Board. He is also a greater than 5% beneficial owner of Contributor's voting securities, which holds approximately 96% voting power of the Company directly. As of the date hereof, he is also an approximately 7.6% beneficial owner of the common stock of Applied Parent (as disclosed on Mr. Cummins's most recent report on Schedule 13D/A filed with the SEC on January 8, 2026) and Applied Parent owns indirectly 100% of Contributor and 1% of the voting power of the Company directly. Applied

Parent and Contributor together beneficially own approximately 97% of the Company. As such, Mr. Cummins has a material interest in the Business Combination as a result of his beneficial ownership of approximately 7.6% of Applied Parent. Pursuant to the Contribution and Exchange Agreement, Contributor, the direct parent of Cloud at the time of the Closing, has contributed to the Company all of its right, title and interest in and to Contributed Shares, in exchange for 138,216,820 shares of Common Stock, which Mr. Cummins has an indirect ownership in through his equity ownership and equity compensation arrangements with Applied Parent.

In addition, in connection with the Contribution and Exchange Agreement, on April 9, 2026, APLD ChronoScale Management LLC ("Management LLC"), an entity formed for the purpose of issuing the equity awards described below, granted certain profits interests awards consisting of Management Incentive Plan Units ("MIP Units") in Management LLC to Wes Cummins, the Chairman of the Board. The award was fully vested upon grant and was granted under a newly adopted APLD ChronoScale Management LLC Equity Incentive Plan (the "Management LLC Incentive Plan").

The Management LLC Incentive Plan provides selected executives, key employees, consultants, independent contractors, board members, advisory board members, and other service providers of the Contributor group of companies (the "Holdco Group") with an incentive to participate in the success and growth of the Holdco Group through awards of MIP Units, which are designed to track the appreciation of the equity in the Company. Mr. Cummins's interest in the MIP Units (as defined below) are estimated to be of nominal value of the date of grant.

The disclosure items related to the Business Combination and the Services Agreement for Item 404(a)(3) and 404(a)(4), including the approximately dollar value of the interest in the transaction, set forth in Item 1.01 of this Current Report are incorporated by reference herein.

Executive Officers

In connection with the Closing, as of May 5, 2026, Scott G. Davis remains with the Company and has transitioned to the role of Chief Executive Officer of Ekso Bionics, Inc. (a wholly owned subsidiary of the Company and the legacy business of Ekso) as of Closing and as such, is no longer the Chief Executive Officer of the Company. As of May 5, 2026, Jason C. Jones remains with the Company and has transitioned to the role of Chief Operating Officer of Ekso Bionics, Inc. as of Closing, and as such, is no longer the Chief Operating Officer of the Company. Additionally, the Board appointed and confirmed the following executive officers of the Company, effective as of the Closing:

Name	Position
Ying Cenly Chen	Chief Executive Officer
Jerome Wong	Chief Financial Officer

Ying Cenly Chen

See Ms. Chen's biography under the section titled "*Board of Directors*" above.

Jerome Wong

Jerome Wong has served as the Company's Chief Financial Officer and Corporate Secretary since October 2022. Prior to his role as the Company's Chief Financial Officer, he served as the Company's Controller starting in May 2017, bringing 25 years of experience in finance, accounting and strategy to this role focusing on high technology and life sciences in public companies. Previously, Mr. Wong worked from 2009 through 2016 as a corporate controller or assistant corporate controller in companies including ABM Industries, Inc. from July 2006 through September 2008, XOMA Corporation from July 2009 through October 2014, and Pattern Energy Group Inc. from October 2014 to December 2015. Mr. Wong is a Canadian Chartered Professional Accountant and has a B.A. in Finance and Accounting from The University of British Columbia.

With respect to the Company's executive officers, there are no related party transactions reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K.

Employment Agreements

On the Closing Date, the Company and Ying Cenly Chen entered into an Offer Letter, dated May 5, 2026 (the "Offer Letter") as well as an Employee Non-Disclosure, Invention Assignment and Restrictive Covenants Agreement (the "Covenants Agreement"), attached as Exhibit A to the Offer Letter. Pursuant to the terms of the Offer Letter, Ms. Chen shall serve as the Chief Executive Officer of the Company, effective as of May 5, 2026 (the "Effective Date"). The Offer Letter provides that Ms. Chen is eligible to receive a base salary of $650,000 per annum, subject to review from time to time, and is also eligible for a discretionary annual bonus with a target amount of 100% of her annual base salary. The Offer Letter contemplates a grant to Ms. Chen of 2,800,000 restricted stock units ("RSUs") subject to time-based vesting conditions, as set forth in the Offer Letter. In addition, the Offer Letter provides that if Ms. Chen's employment is terminated without Cause (as defined in the Offer Letter), Ms. Chen will receive, subject to her execution, delivery, and non-revocation of a general release of claims in a form provided by the Company, (i) an amount equal to eighteen months of her then-current annual base salary, payable in equal installments in the form of salary continuation, (ii) payment of any unpaid annual bonus for the preceding fiscal year, in an amount equal to the amount Ms. Chen would have received had her employment not terminated, (iii) a pro-rata annual bonus for the fiscal year in which the termination occurs, based on the amount Ms. Chen would have received, had employment not terminated, and (iv) if such termination occurs prior to the two-year anniversary of the Effective Date, accelerated vesting of 50% of Ms. Chen's then-unvested RSUs.

Under the Covenants Agreement, Ms. Chen is bound by an indefinite confidentiality obligation, non-competition and non-solicitation covenants, an assignment of intellectual property obligation, and an indefinite non-disparagement obligation.

The foregoing description of the Offer Letter, including Exhibit A thereto, is not complete and is qualified in its entirety to the full text of the Offer Letter, a copy of which is included as Exhibit 10.6 to this Current Report and is incorporated by reference herein.

2026 Omnibus Equity Incentive Plan

Effective upon the Closing, the Company adopted the 2026 Plan. The 2026 Plan was approved by the Board and by the Principal Stockholders on February 20, 2026.

The purpose of the 2026 Plan is to provide a means whereby eligible employees, officers, non-employee directors and other service providers develop a sense of proprietorship and personal involvement in the development and financial success of the Company and to encourage them to devote their best efforts to the business of the Company, thereby advancing the interests of the Company and its stockholders. The key provisions of the 2026 Plan are as follows:

- The 2026 Plan will continue until terminated by the Board, but no awards shall be granted on or after the 10th anniversary of the date of the 2026 Plan's initial adoption by the Board.

- The 2026 Plan provides for the grant of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, and performance stock units, incentive bonus awards, other cash-based awards and other stock-based awards to eligible employees, non-employee directors and other service providers, to be granted from time to time as determined by the Board or its designees.
- An aggregate of 22,500,000 shares of Common Stock is authorized for issuance pursuant to awards under the 2026 Plan.
- Persons eligible to be granted awards under the 2026 Plan are those employees, officers, directors, consultants, advisors and other service providers of the Company and any subsidiary who is determined by the Board to be a prospective employee, officer, director, consultant, advisor or any other service provider of the Company or any subsidiary.
- The 2026 Plan is be administered by the Board or, if designated by the Board, the committee of the Board delegated with the authority to administer the 2026 Plan.

In connection with the adoption of the 2026 Plan, the Ekso Bionics Holdings, Inc. 2017 Employee Stock Purchase Plan and the Ekso Bionics Holdings, Inc. Amended and Restated 2014 Equity Incentive Plan were terminated immediately prior to the Closing, provided that outstanding awards under the 2014 Equity Incentive Plan will continue to be governed by their existing terms.

The material terms and conditions of any awards granted to the Company's named executive officers will be disclosed in accordance with applicable SEC rules.

The foregoing description of the 2026 Plan is not complete and are subject in their entirety by reference to the 2026 Plan, a copy of which is attached hereto as Exhibit 10.7 and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

To the extent required by this Item 5.03, the information set forth in Items 2.01 and 3.03 of this Current Report is incorporated herein by reference.

In connection with the Business Combination, as of the Closing Date, the Company changed its fiscal year end from December 31 to May 31. Accordingly, the Company will file annual and quarterly reports based on the May 31 fiscal year-end.

Forward-Looking Statements

Statements in this Current Report about future expectations, plans, and prospects, as well as any other statements regarding matters that are not historical facts, may constitute "forward-looking statements" within the meaning of The Private Securities Litigation Reform Act of 1995. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will," "would," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Actual results may differ materially from those indicated by such forward-looking statements as a result of various important factors, including, but are not limited to, (i) statements regarding the Company, its plans and objectives and certain rights under the Investor Rights Agreement and Services Agreement; (ii) statements of assumptions underlying other statements and statements about the Company or its business; (iii) statements regarding the Company's intentions regarding executive compensation for the Company's executive officers; and (iv) statements regarding the estimated financial results. You are cautioned not to rely on these forward-looking statements. These statements are based on current expectations of future events and thus are inherently subject to uncertainty. If underlying assumptions prove inaccurate or known or unknown risks or uncertainties materialize, actual results could vary materially from the Company's expectations. These risks, uncertainties, and other factors include: difficulties and delays in integrating the combined business resulting from the Business Combination; the possibility that the anticipated benefits of the Business Combination are not realized when expected or at all, including as a result of the impact of, or problems arising from, the integration of the two companies; limitations on the Company's ability to attract and retain key personnel, including executive officers and Board members of the Company; customer concentration, and an inability to renew existing customer agreements; the success of the Company's risk management activities, including any failure by the Company to implement and maintain effective internal controls; litigation, including the potential litigation concerning the Business Combination; cash flow and access to capital; conditions in the debt and equity capital markets; changes resulting from the Company's finalization of its financial statements for and as of the year ending May 31, 2026; uncertainties related to market conditions, the other factors discussed in the "Risk Factors" section of the Company's Annual Report on Form 10-K filed with the SEC on February 23, 2026, as amended on April 10, 2026, subsequently filed Quarterly Reports on Form 10-Q, the Information Statement, and the risks described in other filings that the Company may make from time to time with the SEC. Any forward-looking statements contained in this Current Report speak only as of the date hereof, and the Company specifically disclaims any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise, except to the extent required by applicable law.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The audited consolidated financial statements of Cloud as of and for the year ended May 31, 2025 are included in the Information Statement on pages F-15 through F-20 and are incorporated herein by reference as Exhibit 99.1.

The remaining financial statements of the Company required by Item 9.01(a) of Form 8-K will be filed by amendment to this Current Report not later than 71 calendar days after the date on which this Current Report is required to be filed.

(b) Pro forma financial information.

The unaudited pro forma financial statements for Ekso on a combined company basis as of and for the year ended December 31, 2025 are included in the Information Statement on pages 15 through 71 and are incorporated herein by reference as Exhibit 99.2.

The remaining pro forma financial statements of the Company required by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report not later than 71 calendar days after the date on which this Current Report is required to be filed.

(d) Exhibits.

Exhibit	Description
3.1	Second Amended and Restated Articles of Incorporation (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on February 17, 2026).
3.2	Second Amended and Restated Bylaws (incorporated by reference to Exhibit 3.3 to the Company's Current Report on Form 8-K filed with the SEC on February 17, 2026).
10.1†	Contribution and Exchange Agreement, dated February 15, 2026, by and among Ekso Bionics Holdings, Inc., APLD ChronoScale Holdco LLC, APLD Intermediate Holdco LLC, and Applied Digital Cloud Corporation (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on February 17, 2026).

10.2**†	Securities Purchase Agreement, by and between ChronoScale Corporation and Applied Digital Corporation, dated May 1, 2026 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on March 4, 2026).
10.3*†	Investor Rights Agreement by and between ChronoScale Corporation and APLD ChronoScale Holdco LLC, dated May 1, 2026.
10.4*†	Management Advisory and Corporate Services Agreement, by and between ChronoScale Corporation and Applied Digital Corporation, dated May 5, 2026.
10.5^	Form of Indemnity Agreement.
10.6*^	Offer Letter by and between ChronoScale Corporation and Ying Cenly Chen, dated May 5, 2026.
10.7^	2026 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.3 the Company's Current Report on Form 8-K filed with the SEC on February 17, 2026).
16.1*	Letter dated May 5, 2026 from WithumSmith+Brown, PC to the Securities and Exchange Commission.
99.1	Audited consolidated financial statements of Applied Digital Cloud Corporation as of and for the year ended May 31, 2025 (incorporated by reference to the Company's Definitive Information Statement on Schedule 14C filed with the SEC on April 3, 2026).
99.2	Unaudited interim financial statements for the Company as of and for the year ended December 31, 2025 (incorporated by reference to the Company's Definitive Information Statement on Schedule 14C filed with the SEC on April 3, 2026).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.
** Previously filed.
† Annexes, schedules and exhibits to this Exhibit omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.
^ Indicates a management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 5, 2026

CHRONOSCALE CORPORATION

By: */s/ Ying Cenly Chen*
Name: Ying Cenly Chen
Title: Chief Executive Officer

Exhibit 10.3

INVESTOR RIGHTS AGREEMENT

DATED AS OF MAY 5, 2026

BETWEEN

CHRONOSCALE CORPORATION

AND

APLD CHRONOSCALE HOLDCO LLC

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INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement (this "Agreement") is entered into as of May 5, 2026 (the "Effective Date") by and between ChronoScale Corporation, a Nevada corporation (the "Company"), and APLD ChronoScale Holdco LLC, a Delaware limited liability company (the "Investor"). Certain terms used in this Agreement are defined in Section 1.1.

RECITALS:

WHEREAS, in connection with the Contribution Transactions and effective upon the Effective Date, the parties hereto desire to set forth their agreement with respect to governance, registration rights and certain other matters in relation to the Company, in each case in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I.

INTRODUCTORY MATTERS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"Agreement" has the meaning set forth in the Preamble.

"APLD Designator" means the Investor or any other APLD Investor designated by the Investor in writing.

"APLD Designee" has the meaning assigned to such term in Section 2.2(a).

"APLD Investors" means the Investor, APLD Parent and any Permitted Transferee that becomes party to this Agreement as an "APLD Investor" in accordance with Section 5.5 hereof.

"APLD Parent" means Applied Digital Corporation, a Nevada corporation.

"Beneficially Own" (including its correlative meanings "Beneficial Owner" and "Beneficial Ownership" and words with a similar correlative meaning) has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the board of directors of the Company from time to time.

"Business Day" means a day other than a Saturday, Sunday, federal or New York State holiday or other day on which commercial banks in New York City are authorized or required by law to close.

"Chairman" has the meaning set forth in Section 2.1.

"Contribution and Exchange Agreement" means that certain Contribution and Exchange Agreement, dated as of February 15, 2026, by and among the Company, the APLD Investor, and the other parties thereto.

"Common Stock" means shares of common stock, par value $0.001 per share, of the Company, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation or similar transaction.

"Company" has the meaning set forth in the Preamble.

"Company Articles" means the Company's Second Amended and Restated Articles of Incorporation as in effect on the date hereof and as may be amended, restated or modified and in effect from time to time.

"Contribution Transactions" means the transactions contemplated by the Contribution and Exchange Agreement.

"Control" (including its correlative meanings, "Controlled" "Controlling" and "under common Control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Deemed Liquidation Event" means (i) any voluntary or involuntary liquidation, dissolution or winding up of the Company or (ii) the consummation of a Fundamental Transaction.

"Director" means any director of the Company from time to time.

"Effective Date" has the meaning set forth in the Preamble.

"Equity Securities" means any and all shares of Common Stock of the Company, and any and all securities of the Company convertible into, or exchangeable or exercisable for (whether or not subject to contingencies or the passage of time, or both), such shares, and any options, warrants or other rights to acquire shares of Common Stock of the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Fundamental Transaction" means, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding shares of Common Stock), (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of a business unit in excess of 30% of the Company's revenues or of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person, whereby such other Person acquires more than 50% of the outstanding shares of Common Stock.

"Governmental Authority" means any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court or tribunal.

"Information" has the meaning set forth in Section 3.1 hereof.

"Law" means any statute, law, ordinance, rule, treaty, code, directive, regulation, governmental approval (whether granted or required) or Governmental Order, in each case, of any Governmental Authority.

"Lien" means any lien (statutory or otherwise), mortgage, pledge, conditional or installment sale agreement, encumbrance, hypothecation, defect in title, covenant,

condition, restriction, charge, proxy, voting right, option, right of first offer, drag-along, pre-emptive right, right of first refusal, lease, sublease, license, easement, security interest, trust, deed of trust, equitable interest, preference, right of possession, right-of-way, encroachment, zoning restriction, conditional sales agreement or title retention agreement or lease in the nature thereof, community property interest or other claim or restriction of any nature, whether voluntarily incurred or arising by operation of Law (including any restriction on the voting of any security, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the transfer of any security or other asset, and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset), and including any agreement to give any of the foregoing.

"New Securities" means, collectively, Equity Securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such Equity Securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such Equity Securities.

"NewCo" has the meaning set forth in Section 4.2 hereof.

"Non-Recourse Party" has the meaning set forth in Section 5.16 hereof.

"Own" means, with respect to capital stock or any other tangible or intangible property, to directly or indirectly, Beneficially Own, own of record, or have good and marketable title to such stock or property.

"Permitted Liens" means (i) Liens for current taxes, or governmental assessments, charges or claims of payment not yet past due or the amount or validity of which is being contested in good faith by appropriate Proceedings and for which adequate reserves in accordance with generally accepted accounting principles as applied in the United States have been established, (ii) mechanics', workmen's, repairmen's, warehousemen's and carriers' Liens arising in the ordinary course of business consistent with past practice for sums not yet due and payable or the amount or validity of which is being contested in good faith by appropriate Proceedings and for which adequate reserves in accordance with generally accepted accounting principles as applied in the United States have been established, (iii) easements, rights of way, and other similar encumbrances affecting real property that do not materially interfere with or impair the present or proposed use, leasing or operation of the real property subject thereto, or the value thereof, (iv) with respect to any leased real property, Liens encumbering the fee estate of such real property, (v) rights of landlords or lessors under leases, or the leasehold or similar estates of third-party tenants or occupants of real property, executed in the ordinary course of business, so long as such Liens are not exercised, (vi) any such matters of record, Liens and other imperfections of title that do not secure indebtedness, and do not and would not reasonably be expected to, individually or in the aggregate, materially impair the continued ownership, use and operation of the assets to which they relate or the value thereof, (vii) restrictions on transfers under applicable securities Laws, and (viii) non-exclusive licenses of intellectual property.

"Permitted Transferee" means APLD Parent, any Controlled Affiliate of APLD Parent or any acquirer of APLD Parent; provided, however, that with respect to Controlled Affiliates, such Controlled Affiliate shall only be a Permitted Transferee for so long as such Affiliate remains an Affiliate of APLD Parent.

"Person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"Proceeding" means any claim, complaint, charge, grievance, suit, action, arbitration, mediation, audit, hearing, inquiry, investigation, or other legal proceeding (in each case, whether civil, criminal, administrative, investigative, formal or informal) whether in equity or at law, in contract, in tort or otherwise.

"Prospectus" means (i) the prospectus included in the Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any "free writing prospectus" as defined in Rule 405 under the Securities Act.

"Register," "registered" and "registration" refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such Registration Statement or document.

"Registrable Securities" means, in each case held by the APLD Investors, (i) any shares of Common Stock issued and (ii) any Common Stock issued in respect of the securities described in clause (i) above upon any stock split, stock dividend, recapitalization, reclassification, merger, consolidation or similar event; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) upon the first to occur of (A) a Registration Statement with respect to the sale of such Registrable Securities being declared effective by the SEC under the Securities Act and such Registrable Securities having been disposed of by the holder thereof in accordance with such effective Registration Statement, (B) such Registrable Securities having been sold in accordance with Rule 144 (or another exemption from the registration requirements of the Securities Act), and (C) such Registrable Securities becoming eligible for resale without restriction by an APLD Investor holding such security pursuant to Rule 144, including without volume or manner-of-sale restrictions and without current public information requirements.

"Registration Statement" means any registration statement of the Company under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, amendments and supplements to such Registration Statement, including pre- and post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

"SEC" means the U.S. Securities and Exchange Commission.

"SEC Guidance" means (i) any publicly available written or oral guidance of the SEC staff, or any comments, requirements or requests of the SEC staff and (ii) the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subsidiary" means, with respect to any Person, any corporation, company, limited liability company, partnership, association or other business entity of which: (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, representatives or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or any combination thereof; or (ii) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of stock or majority ownership interest of the limited liability company, partnership, association or other business entity is at the time owned or Controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or any combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall (a) be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or (b) Control the managing member, managing director or other governing body or general partner of such limited liability company, partnership, association or other business entity.

"Total Number of Directors" means the total number of directors comprising the Board from time to time.

"Trading Day" means a day on which the Nasdaq Stock Market, or such other principal United States securities exchange on which the Common Stock is listed, quoted or admitted to trading, is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"Transfer" (including its correlative meanings, "Transferor," "Transferee" and "Transferred") shall mean, with respect to any security, directly or indirectly, to sell, contract to sell, give, assign, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such security. When used as a noun, "Transfer" shall have such correlative meaning as the context may require.

"Voting Securities" means, at any time, outstanding shares of any class of capital stock of the Company which are then entitled to vote generally in the election of directors to the Board.

Section 1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) "or" is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, and (c) the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to sections of this Agreement unless otherwise specified.

ARTICLE II.

CORPORATE GOVERNANCE MATTERS

Section 2.1 Initial Board Composition. As of the Effective Date, the Board is comprised of seven (7) Directors, as follows: (i) Ying Cenly Chen, the current Chief Executive Officer of the Company, (ii) Wes Cummins, Richard Nottenburg, Douglas Miller and Ella Benson, who constitute the initial four (4) APLD Designees, and (iii) William M. Clancy and Scott G. Davis, the Chief Executive Officer of Ekso Bionics, Inc. (a wholly owned subsidiary of the Company).Wes Cummins has been appointed as the chairman of the Board (the "Chairman") and shall continue to serve as Chairman for so long as he is an APLD Designee. Thereafter, the Chairman shall be elected by a majority of the Board.

Section 2.2 Election of Directors.

(a) From and after the Effective Date, for so long as the APLD Investors continue to Own at least fifty percent (50%) of the aggregate outstanding Voting Securities, the APLD Designator shall have the right, but not the obligation, to designate, and the individuals nominated for election as Directors by or at the direction of the Board or a duly authorized committee thereof shall include, a total of four (4) Directors (each, an "APLD Designee"), and the APLD Designator shall have the right, but not the obligation, to consent to any individual nominated for election to the Board seat initially occupied by the Chief Executive Officer of the Company. If and when the APLD Investors collectively Own less than 50% of the aggregate outstanding Voting Securities, the APLD Designator shall have the right, but not the obligation, to designate, and the individuals nominated for election as Directors by or at the direction of the Board or a duly-authorized committee thereof shall include: (i) if the APLD Investors collectively Own, 25% or more of the aggregate outstanding Voting Securities, three (3) Directors; (ii) if the APLD Investors collectively Own at least 10% (but less than 25%) of the aggregate outstanding Voting Securities, two (2) Directors; and (iii) if the APLD Investors collectively Own less than 10% of the aggregate outstanding Voting Securities, one (1) Director (in each case, each such person shall be an "APLD Designee" for all purposes of this Agreement). In addition, if the APLD Investors collectively Own at least 25% of the aggregate outstanding Voting Securities, the APLD Designator shall have the right, but not the obligation, to consent to any individual nominated for election to the Board seat initially occupied by the Chief Executive Officer of the Company.

(b) Directors are subject to removal pursuant to the applicable provisions of the Company Articles and bylaws of the Company, as in effect from time to time; *provided*, *however*, that, for as long as this Agreement remains in effect, the APLD Designees may only be removed with the consent of the APLD Designator, delivered in accordance with Section 5.13 hereof, or by the stockholders in accordance with applicable Law.

(c) In the event that a vacancy is created at any time by death, disability, retirement, removal (with or without cause and subject toSection 2.2(b)), disqualification, resignation or otherwise with respect to an APLD Designee, any individual nominated by or at the direction of the Board or any duly-authorized committee thereof to fill such vacancy shall be, and the Company shall use reasonable best efforts to cause such vacancy to be filled, as soon as reasonably possible, by a new designee of the APLD Designator.

(d) The Company shall, to the fullest extent permitted by applicable Law, include in the slate of nominees recommended by the Board at any meeting of stockholders called for the purpose of electing directors (or consent in lieu of meeting), the persons designated pursuant to this Section 2.2 and use its reasonable best efforts to cause the election of each such designee to the Board, including nominating each such individual to be elected as a Director as provided herein, recommending such individual's election and soliciting proxies or consents in favor thereof. In the event that any APLD Designee shall fail to be elected to the Board at any meeting of stockholders called for the purpose of electing directors (or consent in lieu of meeting), the Company shall use its reasonable best efforts to cause such APLD Designee (or a new designee of the APLD Designator) to be elected to the Board, as soon as possible, and the Company shall take or cause to be taken, to the fullest extent permitted by Law, at any time and from time to time, all actions necessary to accomplish the same, including, without limitation, actions to effect an increase in the Total Number of Directors.

(e) In addition to any vote or consent of the Board or the stockholders of the Company required by applicable Law or the Company Articles or bylaws of the Company, and notwithstanding anything to the contrary in this Agreement, for so long as the APLD Investors continue to Own at least thirty percent (30%) of the aggregate outstanding Voting Securities, (i) any action by the Board to increase the Total Number of Directors to greater than seven (7) shall require the prior written consent of the APLD Designator, delivered in accordance with Section 5.13 hereof and (ii) in no event shall any decrease in the Total Number of Directors, in any instance, eliminate, abridge, or otherwise modify the right of (A) the APLD Designator to designate APLD Designees in accordance with Section 2.2(a), without the consent of the APLD Designator delivered in accordance with Section 5.13 hereof.

Section 2.3 Compensation. Except to the extent the APLD Designator may otherwise notify the Company with respect to the APLD Designees, each APLD Designee shall be entitled to compensation consistent with the Director compensation received by other Directors, including any fees and equity awards, provided, that (x) to the extent any Director compensation is payable in the form of equity awards, at the election of an APLD Designee that is an employee or affiliate (within the meaning of Rule 144 under the Securities Act) of an APLD Investor, in lieu of any equity award, such compensation shall be paid in an amount of cash equal to the value of the equity award as of the date of the award, with any such cash subject to the same vesting terms, if any, as the equity awarded to other Directors and (y) at the election of an APLD Designee that is an employee or affiliate (within the meaning of Rule 144 under the Securities Act) of an APLD Investor, any Director compensation (whether cash, equity awards and/or cash in lieu of equity as may be designated by the electing APLD Designee) shall be paid to an APLD Investor or an Affiliate thereof specified by such APLD Designee rather than to such APLD Designee. If the Company adopts a policy that Directors own a minimum amount of equity in the Company, any APLD Designee that is an employee or affiliate of an APLD Investor shall not be subject to such policy unless otherwise determined by the APLD Designator in its sole discretion.

Section 2.4 Other Rights of APLD Designees. Except as provided in Section 2.3, each APLD Designee serving on the Board shall be entitled to the same rights and privileges applicable to all other members of the Board generally or to which all such members of the Board are entitled. In furtherance of the foregoing, the Company shall, (i) to the maximum extent permitted by applicable Law, indemnify, exculpate, and reimburse fees and expenses of the APLD Designees to the same extent it indemnifies,

exculpates, reimburses and provides insurance for the other members of the Board pursuant to the Company Articles or bylaws of the Company, applicable Law or otherwise and (ii) provide the APLD Designees with director and officer insurance in such forms and amounts specified by and acceptable to the Investor.

Section 2.5 Indemnification Agreements. Except as otherwise agreed by the Company and the Investor in writing, the Company has entered into and shall at all times maintain in effect an indemnification agreement with each APLD Designee, in such form as has been previously agreed to by each of the Company and the Investor.

Section 2.6 Director Independence. Notwithstanding anything to the contrary herein, the parties hereto shall ensure the composition of the Board will continue to meet all applicable requirements for a controlled company listed on the Nasdaq Capital Market (or such other stock exchange on which the Common Stock may be listed from time to time), including with respect to director independence.

Section 2.7 Actions Requiring APLD Investors Approval. From and after the Effective Date, for so long as the APLD Investors continue to Own at least thirty percent (30%) of the aggregate outstanding Voting Securities, the Company and its Subsidiaries will not, and the Company will cause any and all of its Subsidiaries not to, without the prior written consent of the APLD Designator, in its sole and absolute discretion, either directly, indirectly or by amendment of this Agreement or any governing document of the Company or any Subsidiary thereof, merger, consolidation, or otherwise, take any of the following actions:

(a) commence or approve any dissolution, liquidation or winding up of the Company or any Subsidiary, or any Deemed Liquidation Event, Fundamental Transaction or similar transaction, or merge or consolidate with any person, or sell, lease, transfer or otherwise dispose of all or substantially all of the assets or voting power of the Company or any Subsidiary;

(b) make any fundamental change in the nature of the Company's or any Subsidiary's business or purpose; including entering into any new lines of business outside the ordinary course;

(c) relocate the Company's principal office;

(d) create, authorize, designate, issue or obligate the Company or any Subsidiary to issue any Equity Security that is senior to the Common Stock with respect to dividends, liquidation or voting;

(e) amend, alter or repeal any provision of the Company Articles or the Company's bylaws, stockholders' agreement or similar governing or organizational document;

(f) issue any shares of Preferred Stock (as defined in the Company Articles);

(g) declare, set aside or pay any dividends or other distributions on any capital stock;

(h) enter into any agreement that restricts the ability of the Company or any Subsidiary to issue Equity Securities in compliance with pre-emptive rights of the APLD Investors set forth in Section 4.3;

(i) incur, create, assume or guarantee any indebtedness for borrowed money, except (i) indebtedness expressly permitted by the annual operating or capital budget for any fiscal year, in each case as approved by the Board (each, an "Approved Annual Budget") or (ii) indebtedness not exceeding $100 million individually or $250 million in the aggregate outstanding at any time, or make, or commit to make, any capital expenditure or noncapitalized technology expenditure in excess of $100 million individually or $250 million in the aggregate in any fiscal year, except as expressly provided for in an Approved Annual Budget;

(j) make or commit to make any acquisition (by merger, purchase of stock or assets or otherwise), joint venture, partnership, strategic alliance or formation of any Subsidiary, or any investment in, or loans or advances to, any person, except investments, loans or advances that are expressly approved in an Approved Annual Budget or otherwise approved by the APLD Designator;

(k) create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by the Company or any Subsidiary, assign or sell any income or revenues (including accounts receivable) or rights in respect thereof, other than Permitted Liens;

(l) enter into, amend, waive, supplement or terminate any transaction or agreement with any stockholder, director, officer or employee of the Company or any Subsidiary, or any affiliate of the foregoing, other than (i) employment and compensation arrangements approved by the Board, (ii) equity awards under an equity incentive plan to the extent permitted below, and (iii) intercompany arrangements among the Company and its wholly owned Subsidiaries on arm's length terms;

(m) sell, transfer, assign, exclusively license, pledge, encumber or otherwise dispose of any assets valued individually or collectively in excess of $100 million, including any material technology or intellectual property, other than non-exclusive licenses granted in the ordinary course of business consistent with historical practice;

(n) hire, appoint, terminate or materially change the compensation or duties of the Chief Executive Officer or Chief Financial Officer of the Company;

(o) appoint, remove or change the Company's independent public accountants (other than to a nationally recognized or regional accounting firm);

(p) prosecute, commence, defend, settle or compromise any litigation, arbitration, administrative or regulatory Proceeding, investigation or claim that could reasonably be expected to (i) result in obligations (including fees and expenses) exceeding $1 million, (ii) impose injunctive or other equitable relief materially adverse to the Company or the conduct of the business, or (iii) adversely affect the rights of any APLD Investor;

(q) enter into any agreement that purports to bind any APLD Investor (including any indemnification, release, restrictive covenant or similar obligation applicable to an APLD Investor);

(r) make any political or charitable contribution in excess of $1,000 in any instance or $10,000 in the aggregate in any fiscal year; provided that any permitted political contributions shall comply with applicable Law;

(s) enter into any agreement that restricts the ability of the Company or any Subsidiary to conduct any material aspect of its business, to compete in any material respect, or to operate in any geographic area, other than customary restrictions in commercial agreements entered into in the ordinary course of business; and

(t) agree, approve, adopt a plan or policy, or commit, resolve or obligate the Company or any Subsidiary (whether contingently or otherwise) to do any of the foregoing.

Notwithstanding the foregoing, the APLD Designator may waive any of the rights set forth in this Section 2.7, in whole or in part, at any time and from time to time, without notice to or the consent of any other party hereto, and such waiver shall be effective permanently, for such duration, or subject to such other conditions, limitations or qualifications, in each case, as the APLD Designator shall so determine and any such waiver will apply to all APLD Investors.

ARTICLE III.

INFORMATION RIGHTS

Section 3.1 Books and Records; Access. For so long as any APLD Investor is a party to this Agreement, the Company shall, and shall cause its Subsidiaries to, keep proper books, records and accounts, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and each of its Subsidiaries in accordance with generally accepted accounting principles. The Company shall, and shall cause its Subsidiaries to, (a) permit the APLD Investors and their respective designated representatives (or other designees), at reasonable times and upon reasonable prior notice to the Company, to review the books and records of the Company or any of such Subsidiaries and to discuss the affairs, finances and condition of the Company or any of such Subsidiaries with the officers of the Company or any such Subsidiary, (b) host regular conference calls for the APLD Investors with senior officers of the Company upon request and (c) provide each APLD Investor, at its request, all information of a type, at such times and in such manner as is consistent with the Company's past practice or that is otherwise reasonably requested by such APLD Investors from time to time (all such information so furnished pursuant to this Section 3.1, the "Information").

Section 3.2 Certain Reports. The Company shall deliver or cause to be delivered to each APLD Investor, at its request:

(a) to the extent otherwise prepared by the Company, operating and capital expenditure budgets and periodic information packages relating to the operations and cash flows of the Company and its Subsidiaries (including such periodic information packages provided to the Board); and

(b) to the extent otherwise prepared by the Company, such other reports and information as may be reasonably requested by such APLD Investor.

Section 3.3 Information Rights.

(a) For so long as any APLD Investor is a party to this Agreement (subject to Section 5.1), without limitation or prejudice of any of the rights provided to the APLD Investors hereunder, the Company shall, with respect to each such APLD Investor:

i. provide each APLD Investor or its designated representative with:

(A) upon reasonable notice and at mutually convenient times, the right to visit and inspect any of the offices and properties of the Company and its Subsidiaries and inspect and copy the books and records of the Company and its Subsidiaries;

(B) as soon as available and in any event within 45 days after the end of each of the first three quarters of each fiscal year of the Company, consolidated balance sheets of the Company and its Subsidiaries as of the end of such period, and consolidated statements of income and cash flows of the Company and its Subsidiaries for the period then ended prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis, except as otherwise noted therein, and subject to the absence of footnotes and to year-end adjustments;

(C) as soon as available and in any event within 120 days after the end of each fiscal year of the Company, a consolidated balance sheet of the Company and its Subsidiaries as of the end of such year, and consolidated statements of income and cash flows of the Company and its Subsidiaries for the year then ended prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis, except as otherwise noted therein, together with an auditor's report thereon of a firm of established national reputation;

(D) to the extent the Company is required by applicable Law or pursuant to the terms of any outstanding indebtedness of the Company to prepare such reports, any annual reports, quarterly reports and other periodic reports pursuant to Section 13 or 15(d) of the Exchange Act, actually prepared by the Company as soon as available; and

(E) upon written request by such APLD Investor, copies of all materials provided to the Board, subject to appropriate protections with respect to confidentiality and preservation of attorney-client privilege;

provided, that, in each case, if the Company makes the information described in clauses (B), (C) and (D) of this Section 3.3(a)(i) available through public filings on the EDGAR System or any successor or replacement system of the U.S. Securities and Exchange Commission, the requirement to deliver such information shall be deemed satisfied;

ii. make appropriate officers and/or Directors of the Company available, and cause the officers and directors of its Subsidiaries to be made available, periodically and at such times as reasonably requested by each APLD Investor, upon reasonable notice and at mutually convenient times, for consultation with such APLD Investor or its designated representative with respect to matters relating to the business and affairs of the Company and its Subsidiaries; and

iii. to the extent that such APLD Investor requests to receive such information and rights, and to the extent consistent with applicable Law or listing standards (and with respect to events which require public disclosure, only following the Company's public disclosure thereof through applicable securities law filings or otherwise), inform each APLD Investor or its designated representative in advance with respect to any significant corporate actions, and to provide (or cause to be provided) each APLD Investor or its designated representative with the right to consult with the Company and its Subsidiaries with respect to such actions should such APLD Investor elect to do so; *provided, however*, that this right to consult must be exercised within five days after the Company informs each such APLD Investor of the proposed corporate action; *provided, further*, that the Company shall be under no obligation to provide each such APLD Investor with any material non-public information with respect to such corporate action.

(b) The Company agrees to consider, in good faith, the recommendations of each APLD Investor or its designated representative in connection with the matters on which it is consulted as described above in this Section 3.3, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Company.

Section 3.4 Information Sharing. Each party hereto acknowledges and agrees that APLD Designees may share any information concerning the Company and its Subsidiaries received by them from or on behalf of the Company or its designated representatives with each APLD Investor and its designated representatives. Each APLD Investor hereby acknowledges that it is aware that the United States federal securities laws prohibit any person who has received material non-public information about a company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

Section 3.5 APLD Investor Observer Rights. For so long as any APLD Investor is a party to this Agreement, the Company shall invite two (2) representatives of the APLD Investors (each, an "APLD Investor Observer") to attend all meetings of the Board, and to participate in all deliberations thereof, in a non-voting observer capacity and, in this respect, shall give the APLD Investor Observer copies of all notices, minutes, consents and other materials that the Company provides to its directors at the same time and in the same manner as provided to such directors. Notwithstanding the foregoing, in no event will an APLD Investor Observer be entitled to be present at, or participate in, any Board or Board committee meeting or portion thereof (or receive any related materials): (i) to the extent reasonably necessary to preserve attorney-client privilege or work product privilege between the Company and its subsidiaries and its counsel or to comply with law; or (ii) to the extent the Board or a committee will discuss or present on transactions or other matters where there is a conflict of interest with the APLD Investor Observer or any APLD Investor.

ARTICLE IV.

ADDITIONAL COVENANTS

Section 4.1 Pledges or Transfers. Upon the request of any APLD Investor that wishes to (x) pledge, charge, hypothecate or grant security interests in any or all of the shares of Common Stock held by it, including to banks or financial institutions as collateral or security for loans, advances or extensions of credit or (y) subject to Section 4.3, sell or transfer any or all of the shares of Common Stock held by it, including to a third party investor, the Company agrees, subject to applicable Law, to cooperate with such APLD Investor in taking any action reasonably necessary to consummate any such pledge, charge, hypothecation, grant or transfer, including without limitation, but subject to applicable Law and delivery by such APLD Investor of any reasonably requested documentation and certification, delivery of letter agreements to lenders in form and substance reasonably satisfactory to such lenders (which may include agreements by the Company in respect of the exercise of remedies by such lenders), instructing the transfer agent to transfer any such shares of Common Stock subject to the pledge, hypothecation or grant into the facilities of The Depository Trust Company (to the extent the Common Stock is then eligible for electronic transfer through The Depository Trust Company) without restricted legends and cooperating in diligence or other matters as may reasonably requested by any APLD Investor in connection with a proposed transfer.

Section 4.2 Spin-Offs or Split-Offs. In the event that the Company effects the separation of any portion of its business into one or more entities (each, a "NewCo"), whether existing or newly formed, including without limitation by way of spin-off, split-off, carve-out, demerger, recapitalization, reorganization or similar transaction, and any APLD Investor will receive equity interests in any such NewCo as part of such separation, the Company shall cause any such NewCo to enter into a stockholders or investor rights agreement with the APLD Investors that provides the APLD Investors with rights vis-à-vis such NewCo that are substantially identical to those set forth in this Agreement, and which agreement shall have the same ownership thresholds applicable to NewCo as are applicable to the Company in this Agreement.

Section 4.3 Preemptive Rights. From and after the Effective Date, for so long as the Investor continues to Own at least ten percent (10%) of the aggregate outstanding Voting Securities, subject to the terms and conditions of this Section 4.3 and applicable securities laws, if the Company proposes to offer or sell any New Securities (a "Subsequent Financing"), the Investor shall have the right to participate in each such Subsequent Financing in the amounts set forth in Section 4.3(b) below. The Investor shall be entitled to apportion and/or assign the preemptive rights hereby granted to the Investor in such proportions as it deems appropriate, among (i) itself, and (ii) its Controlled and/or Controlling Affiliates; provided that each such Controlled and/or Controlling Affiliate agrees to enter into this Agreement as an "APLD Investor" under each such agreement.

(a) The Company shall give notice (the "Preemptive Rights Notice") to the Investor, stating (i) its *bona fide* intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within ten (10) days after the Preemptive Rights Notice is given, the Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Preemptive Rights Notice, up to that portion of such New Securities which equals the lesser of (A) 150% of the Investor's pro rata share of all Equity Securities outstanding immediately prior to the issuance and (B) an aggregate of 75% of the New Securities available for issuance (with an oversubscription right for any unsubscribed New Securities to the extent such oversubscription right is actually exercised). The closing of any sale pursuant to this Section 4.3(b) shall occur within the later of thirty (30) days of the date that the Preemptive Rights Notice is given and the date of initial sale of New Securities pursuant to Section 4.3(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 4.3(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Section 4.3(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Preemptive Rights Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Investor in accordance with this Section 4.3.

(d) The provisions of this Section 4.3 shall apply *mutatis mutandis* to any equity securities issued by any Subsidiary of the Company; provided, however, the preemptive right described herein shall not be applicable to (i) *de minimis* amounts of equity securities issued by any Subsidiary of the Company to third parties in order to satisfy an applicable resident shareholder, director or similar legal requirement or (ii) issuances to the Company or another wholly-owned Subsidiary of the Company. Furthermore, the provisions of this Section 4.3 shall not apply to any Exempt Issuance. "Exempt Issuance" means the valid issuance, subject to compliance with applicable Law and Section 2.7 hereof, of shares of the Company's Equity Securities to employees, officers, directors or other service providers of the Company pursuant to duly adopted employee benefit plans, equity incentive plans or other employee compensation plans, or other arrangements permitted by any equity plan duly adopted for such purpose.

(e) Termination. The covenants set forth in this Section 4.3 shall terminate and be of no further force or effect upon the closing of a Deemed Liquidation Event.

Section 4.4 Registration Rights.

(a) Registration Statement.

(i) Promptly following the Effective Date but no later than July 2, 2026 (the "Filing Deadline"), the Company shall prepare and file with the SEC one Registration Statement covering the resale of all of the Registrable Securities which, for the avoidance of doubt, may also register the sale or issuance of primary securities. Subject to any SEC comments, such Registration Statement shall include the plan of distribution, substantially in the form and substance, set forth in Part III of each APLD Investor's Selling Stockholder Questionnaire, the form of which is attached hereto as **Annex I**; provided, however, that no APLD Investor shall be named as an "underwriter" in such Registration Statement without such APLD Investor's prior written consent. Such Registration Statement also shall cover, to the extent allowable under the Securities Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement shall not include any shares of Common Stock or other securities for the account of any other holder without the prior written consent of the APLD Designator; provided, however, that such Registration Statement may include up to 15,389 Warrant Shares (as defined in the Lake Street Warrant) issuable to Lake Street Capital Markets, LLC ("Lake Street") upon the exercise of that certain Placement Agent Stock Purchase Warrant issued to Lake Street on October 30, 2025 (the "Lake Street Warrant"). Such Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 4.4(f)(iii) to each APLD Investor prior to its filing or other submission.

(ii) The Registration Statement referred to in Section 4.4(a)(i) shall be on Form S-3. In the event that Form S-3 is not available for the registration of the resale of the Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on such other form as is available to the Company and (ii) so long as the Registrable Securities remain outstanding, promptly following the date (the "Qualification Date") upon which the Company becomes eligible to use a registration statement on Form S-3 to register the Registrable Securities for resale, but in no event more than thirty (30) days after the Qualification Date (the "Qualification Deadline"), file a registration statement on Form S-3 covering the Registrable Securities (or a post-effective amendment on Form S-3 to a registration statement on Form S-1) (a "Shelf Registration Statement") and use commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective as promptly as practicable thereafter; provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Shelf Registration Statement covering the Registrable Securities has been declared effective by the SEC.

(b) Expenses. The Company will pay all expenses associated with the Registration Statement, including filing and printing fees, the Company's counsel and accounting fees and expenses, costs associated with clearing the Registrable Securities for sale under applicable state securities laws and listing fees, but excluding discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals with respect to the Registrable Securities being sold. The Company shall not be responsible for legal fees incurred by the APLD Investors of the Registrable Securities in connection with the performance of its rights and obligations under this Agreement or the Contribution and Exchange Agreement.

(c) Effectiveness.

(i) The Company shall use commercially reasonable efforts to have the Registration Statement declared effective as soon as reasonably practicable after the filing thereof, but in any case on or prior to the 30th calendar day following the Filing Deadline (or the 60th calendar day if the SEC reviews the Registration Statement) (the "Effectiveness Deadline"). By 5:30 p.m. (Eastern time) on the second Business Day following the date on which the Registration Statement is declared effective by the SEC, the Company shall file with the SEC, in accordance with Rule 424 under the Securities Act, the final prospectus to be used in connection with sales pursuant to the Registration Statement. The Company shall notify the APLD Investors by e-mail as promptly as practicable, and in any event, within twenty-four (24) hours, after the Registration Statement is declared effective and shall simultaneously provide the APLD Investors with access to a copy of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby to the extent a copy of such Prospectus has not been publicly filed with the SEC.

(ii) Notwithstanding anything to the contrary contained herein, (i) the Company shall not be required to request effectiveness of the Registration Statement, for a period of up to sixty (60) days, if (A) the Company determines in good faith that a postponement is in the best interest of the Company and its stockholders generally due to a pending transaction involving the Company (including a pending securities offering by the Company, or any proposed financing, acquisition, merger, tender offer, business combination, corporate reorganization, consolidation or other significant transaction involving the Company), (B) the Company determines such registration would render the Company unable to comply with applicable securities laws, (C) the Company determines such registration would require disclosure of material information that the Company has a bona fide business purpose for preserving as confidential, or (D) audited financial statements as of a date other than the fiscal year end of the Company would be required to be prepared; and (ii) the Company may, upon written notice to any holder of Registrable Securities included in the Registration Statement, suspend the use of the Registration Statement, including any Prospectus that forms a part of the Registration Statement, if the Company (X) determines that it would be required to make disclosure of material information in the Registration Statement that the Company has a bona fide business purpose for preserving as confidential, (Y) the Company determines it must amend or supplement the Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading or (Z) the Company has experienced or is experiencing some other material non-public event, including a pending transaction involving the Company, the disclosure of which at such time, in the good faith judgment of the Company, would adversely affect the Company; provided, however, in no event shall holders of Registrable Securities be suspended from selling Registrable Securities pursuant to the Registration Statement for a period that exceeds 45 consecutive Trading Days or 90 total Trading Days in any 365-day period (any such suspension contemplated by this Section 4.4(c)(ii), an "Allowed Delay") provided, that the Company shall promptly (1) notify each APLD Investor in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of each APLD Investor) disclose to such APLD Investor any material nonpublic information giving rise to an Allowed Delay (it being understood that the notice of suspension may constitute material nonpublic information), (2) advise the APLD Investors in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (3) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable. Upon disclosure of such information or the termination of the condition described above, the Company shall provide prompt notice to holders whose Registrable Securities are included in the Registration Statement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated hereby.

(d) Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in the Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, the Company shall be obligated to use commercially reasonable efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09) or requires any APLD Investor to be named as an "underwriter," the Company shall (i) promptly notify each holder of Registrable Securities thereof and (ii) make commercially reasonable efforts to persuade the SEC that the offering contemplated by the Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that no APLD Investor is an "underwriter." No such written submission with respect to this matter shall be made to the SEC to which the APLD Investors' counsel reasonably objects. In the event that, despite the Company's commercially reasonable efforts and compliance with the terms of this Section 4.4(d), the SEC refuses to alter its position, the Company shall (i) remove from the Registration Statement such portion of the Registrable Securities (the "Cut Back Shares") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "SEC Restrictions"); provided, however, that the Company shall not name any APLD Investor as an "underwriter" in the Registration Statement without the prior written consent of such APLD Investor. Any cut-back imposed on any APLD Investor pursuant to this Section 4.4(d) shall be allocated among the APLD Investors (if more than one APLD Investor) on a pro rata basis and shall be applied first to any of the Registrable Securities of such APLD Investor as such APLD Investor shall designate, unless the SEC Restrictions otherwise require or provide or such APLD Investor otherwise agrees. In furtherance of the foregoing, the APLD Investors shall provide the Company with prompt written notice of its sale of substantially all of the Registrable Securities under the Registration Statement such that the Company will be able to file one or more additional Registration Statements covering the Cut Back Shares. From and after the date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions applicable to such Cut Back Shares (such date, the "Restriction Termination Date"), all of the provisions of this Section 4.4 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use its commercially reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein) shall again be applicable to such Cut Back Shares; provided, however, that (i) the Filing Deadline for such Registration Statement including such Cut Back Shares shall be fifteen (15) Business Days after such Restriction Termination Date, and (ii) the date by which the Company is required to obtain effectiveness with respect to such Cut Back Shares shall be the 30th calendar day immediately after the Restriction Termination Date (or the 60th calendar day if the SEC reviews such Registration Statement).

(e) Other Limitations. Notwithstanding any other provision herein or in the Contribution and Exchange Agreement, with respect to any APLD Investor (as to

such APLD Investor only) the Filing Deadline and the Effectiveness Deadline for the Registration Statement shall be extended and any failure to obtain or maintain effectiveness shall be automatically waived by no action of such APLD Investor, in each case, without default by the Company to such APLD Investor hereunder in the event that the Company's failure to make such filing or obtain or maintain such effectiveness results from the failure of such APLD Investor to timely provide the Company with information requested by the Company and necessary to complete the Registration Statement in accordance with the requirements of the Securities Act (in which case any such deadline would be extended with respect to all Registrable Securities until such time as the APLD Investors provide such requested information), it being understood that the failure of such APLD Investor to timely provide such information to the Company shall not affect the rights of other APLD Investors, if any, herein.

(f) Company Obligations. The Company shall use commercially reasonable efforts to effect the registration of the Registrable Securities pursuant to Section 4.4(a)(i) in accordance with the terms hereof, and pursuant thereto the Company shall, as expeditiously as possible:

(i) use commercially reasonable efforts to cause the Registration Statement to become effective and to remain continuously effective until such time as there are no longer Registrable Securities held by the APLD Investors (the "Effectiveness Period") and advise the APLD Investors promptly in writing when the Effectiveness Period has expired;

(ii) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement and the related Prospectus as may be necessary to keep the Registration Statement effective for the Effectiveness Period and to comply with the provisions of the Securities Act and the Exchange Act with respect to the distribution of all of the Registrable Securities covered thereby;

(iii) provide via email to the APLD Investors who have supplied the Company with email addresses the Registration Statement and all amendments and supplements thereto not less than three (3) Trading Days prior to their filing with the SEC and reflect in each such document when so filed with the SEC such comments regarding the APLD Investors and the plan of distribution as the APLD Investors may reasonably and promptly propose no later than two (2) Trading Days after the APLD Investors have been so furnished with copies of such documents as aforesaid;

(iv) furnish to any APLD Investor whose Registrable Securities are included in the Registration Statement (i) promptly after the same is prepared and filed with the SEC, if requested by such APLD Investor, one (1) copy of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to the Registration Statement (other than any portion of any thereof which contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as each APLD Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such APLD Investor (it being understood and agreed that such documents, or access thereto, may be provided electronically);

(v) use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order at the earliest possible moment;

(vi) prior to any public offering of Registrable Securities, use reasonable best efforts to assist or cooperate with the APLD Investors and the APLD Investors' counsel in connection with the registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions reasonably requested by the APLD Investors and do any and all other commercially reasonable acts or things necessary or advisable to enable the public offering or distribution in such jurisdictions of the Registrable Securities covered by the Registration Statement; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 4.4(f), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 4.4(f), or (iii) file a general consent to service of process in any such jurisdiction;

(vii) use commercially reasonable efforts to cause all Registrable Securities covered by the Registration Statement to be listed on The Nasdaq Capital Market (or the primary securities exchange, interdealer quotation system or other market on which the Common Stock is then listed);

(viii) promptly notify the APLD Investors, at any time prior to the end of the Effectiveness Period, upon discovery that, or upon the happening of any event as a result of which, the Prospectus contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing (provided that such notice shall not, without the prior written consent of the APLD Investors, disclose any material non-public information regarding the Company, with the APLD Investors acknowledging that the notice itself may constitute material non-public information), and as promptly as reasonably practicable, prepare, file with the SEC and furnish to such holder a supplement to or an amendment of such Prospectus as may be necessary so that such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(ix) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the SEC under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final Prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the Securities Act, promptly inform the APLD Investors in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the APLD Investors are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder; and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(i), "Availability Date" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of the Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter);

(x) if requested by any APLD Investor, (i) as soon as reasonably practicable, incorporate in a prospectus supplement or post-effective amendment such information as the APLD Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) as soon as reasonably practicable, make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) as soon as reasonably practicable, supplement or make amendments to the Registration Statement if reasonably requested by a APLD Investor holding any Registrable Securities; and

(xi) with a view to making available to the APLD Investors the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit each such APLD Investor to sell shares of Common Stock to the public without registration, the Company covenants and agrees to use its best efforts to: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and (iii) furnish electronically to such APLD Investor upon request, as long as such APLD Investor owns any Registrable Securities, (A) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of the Exchange Act, (B) unless otherwise available via the SEC's EDGAR filing system, a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such APLD Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

(g) Due Diligence Review; Information. If any APLD Investor is required under applicable securities laws to be described in the Registration Statement as an "underwriter," the Company shall, upon reasonable prior notice, make available, during normal business hours, for inspection and review by such APLD Investor, advisors to and representatives of such APLD Investor (who may or may not be affiliated with such APLD Investor and who are reasonably acceptable to the Company) (collectively, the "Inspectors"), all pertinent financial and other records, and all other corporate documents and properties of the Company (collectively, the 'Records") as may be reasonably necessary for the purpose of such review, and cause the Company's officers, directors and employees, within a reasonable time period, to supply all such information reasonably requested by the Inspectors (including, without limitation, in response to all questions and other inquiries reasonably made or submitted by any of them), prior to and from time to time after the filing and effectiveness of the Registration Statement for the sole purpose of enabling such APLD Investor and its accountants and attorneys to conduct such initial and ongoing due diligence solely for the purpose of establishing a due diligence defense to underwriter liability under the Securities Act; provided, however, that each Inspector shall agree to hold in strict confidence and shall not make any disclosure (except to such APLD Investor) or use of any Record or other information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (a) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the Registration Statement or is otherwise required under the Securities Act, (b) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (c) the information in such Records has been made generally available to the public other than by disclosure in violation of this Agreement or the Contribution and Exchange Agreement. Each APLD Investor agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, except in the case such Records are sought in the course of an ordinary examination or inspection of the business or operations of such APLD Investor or its Affiliates by such governmental body of competent jurisdiction, give prompt notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein (or in any other confidentiality agreement between the Company and any APLD Investor) shall be deemed to limit any APLD Investor's ability to sell Registrable Securities in a manner which is otherwise consistent with applicable laws and regulations. Notwithstanding the foregoing, the Company shall not disclose material nonpublic information to any APLD Investor, or to advisors to or representatives of any such APLD Investor, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides such APLD Investor, such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review and such APLD Investor, if wishing to obtain such information, enters into an appropriate confidentiality agreement with the Company with respect thereto.

(h) Obligations of each APLD Investor.

(i) Each APLD Investor shall execute and deliver a Selling Stockholder Questionnaire prior to the Effective Date. Each APLD Investor shall additionally furnish in writing to the Company such other information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. At least five (5) Business Days prior to the first anticipated filing date of the Registration Statement, the Company shall notify each APLD Investor of the additional information the Company reasonably requires from such APLD Investor if such APLD Investor elects to have any of the Registrable Securities included in the Registration Statement (the "Registration Information Notice"). Each such APLD Investor shall provide such information to the Company no later than two (2) Business Days following receipt of a Registration Information Notice if such APLD Investor elects to have any of the Registrable Securities included in the Registration Statement. It is agreed and understood that it shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of each APLD Investor that (i) such APLD Investor furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the effectiveness of the registration of such Registrable Securities, and (ii) such APLD Investor executes such documents in connection with such registration as the Company may reasonably request, including, without limitation, a waiver of its registration rights hereunder to the extent any such APLD Investor elects not to have any of its Registrable Securities included in the Registration Statement.

(ii) Each APLD Investor, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of the Registration Statement hereunder, unless such APLD Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from the Registration Statement.

(iii) Each APLD Investor agrees that, upon receipt of any notice from the Company of either (i) the commencement of an Allowed Delay pursuant to Section 4.4(c)(ii)or (ii) the happening of an event pursuant to Section 4.4(f)(viii) hereof, such APLD Investor will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities, until such APLD Investor is advised by the Company that such dispositions may again be made.

(iv) Each APLD Investor covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to the Registration Statement.

(i) Indemnification.

(i) Indemnification by the Company. The Company will indemnify and hold harmlesseach APLD Investor and its officers, directors, members, managers, partners, trustees and employees, successors and assigns, and each other Person, if any, who controls such APLD Investor (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, trustees and employees of each such controlling Person, against any losses, claims, damages or liabilities, and expenses (including reasonable and documented out-of-pocket attorney fees), joint or several, to which they may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof or (ii) any violation by the Company or its agents of any rule or regulation promulgated under the Securities Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration, and will reimburse each APLD Investor, and each such officer, director, member, employee and each such controlling person for any legal or other reasonable and documented out-of-pocket expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage or liability (or action in respect thereof); provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon (i) an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished to the Company by an indemnified person in writing specifically for use in the Registration Statement or Prospectus, (ii) the use by such APLD Investor of an outdated or defective Prospectus after the Company has notified such APLD Investor in writing that such Prospectus is outdated or defective or (iii) such APLD Investor's failure to send or give a copy of the Prospectus or supplement (as then amended or supplemented), if required (and not exempted) to the Persons asserting an untrue statement or omission or alleged untrue statement or omission at or prior to the written confirmation of the sale of Registrable Securities.

(ii) Indemnification by the APLD Investors. The APLD Investors agree to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, stockholders and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expense (including reasonable and documented out-of-pocket attorney fees) resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in the Registration Statement or Prospectus or preliminary Prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement or omission is contained in any information regarding any such APLD Investor and furnished in writing by such APLD Investor to the Company specifically for inclusion in the Registration Statement or Prospectus or amendment or supplement thereto. In no event shall the liability of any APLD Investor be greater than the dollar amount of the proceeds (net of all expenses paid by such APLD Investor in connection with a claim relating to this Section 4.4(i)(ii) and the amount of any damages such APLD Investor has otherwise been required to pay by reason of such untrue statement or omission) received by such APLD Investor upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(iii) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the reasonable and documented out-of-pocket fees and expenses of such counsel shall be at the expense of such person unless (A) the indemnifying party has agreed to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person, or (C) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for reasonable and documented out-of-pocket fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation.

(iv) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (i) and (ii) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 4.4(i) and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

ARTICLE V.

GENERAL PROVISIONS

Section 5.1 Termination. Subject to the early termination of any provision as a result of an amendment to this Agreement agreed to by the Board and the APLD Investors, as provided under Section 5.3, and except for Section 4.4 hereof, this Agreement, excluding ARTICLE V hereof, shall terminate with respect to each APLD Investor at such time as any such APLD Investor ceases to hold any of the outstanding Equity Securities of the Company or such earlier time as such APLD Investor shall deliver a written notice to the Company requesting that this Agreement terminate with respect to such APLD Investor in accordance with Section 5.3(d). Notwithstanding anything contained herein to the contrary, the rights and obligations set forth in Sections 2.2, 2.7 and 4.3 shall terminate as set forth in such sections.

Section 5.2 Notices. Any notice, designation, request, request for consent or consent provided for in this Agreement shall be in writing and shall be either personally delivered, sent by email or sent by reputable overnight courier service (charges prepaid) to the Company at the address set forth below and to any other recipient at the address indicated on the Company's records, or at such address or to the attention of such other Person as set forth below their signature hereto or as the recipient party has specified by prior written notice to the sending party. Notices and other such documents will be deemed to have been given or made hereunder when delivered personally or sent by email and one (1) Business Day after deposit with a reputable overnight courier service.

If to the Company:

ChronoScale Corporation

3811 Turtle Creek Blvd.
Suite 2100
Dallas, TX 75219
Attn: Jerome Wong
E-Mail: [***]

If to any of the APLD Investors or any other Person who becomes party to this Agreement, to such Person's address as set forth below their signature hereto (as may be updated from time to time by the Company upon written notice thereof in accordance with this Section 5.2).

Section 5.3 Amendment; Waiver.

(a) The terms and provisions of this Agreement may be modified or amended only with the written approval of the Company and APLD Investors holding a majority of the Voting Securities then held by all APLD Investors in the aggregate; *provided, however*, that any modification or amendment (i) toSection 2.1, Section 2.2, Section 2.7 or this Section 5.3 shall also require the approval of the APLD Designator and (ii) that would adversely affect the rights of, or impose any additional obligations on, any of the APLD Investors hereunder shall also require the approval of each of the affected APLD Investor, as applicable.

(b) Except as expressly set forth in this Agreement, neither the failure nor delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

(c) No party shall be deemed to have waived any claim arising out of this Agreement, or any right, remedy, power or privilege under this Agreement, unless the waiver of such claim, right, remedy, power or privilege is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(d) Each APLD Investor, in such APLD Investor's sole discretion, may withdraw from this Agreement at any time by written notice to the Company. Thereafter, such APLD Investor shall cease to be a party to this Agreement, shall have no further rights or obligations hereunder and none of the terms or provisions hereof shall have any continuing force and effect with respect to such APLD Investor.

(e) Any party hereto may unilaterally waive any of its rights hereunder in a signed writing delivered to the Company.

Section 5.4 Further Assurances. The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof. To the fullest extent permitted by applicable Law, the Company shall not directly or indirectly take any action that is intended to, or would reasonably be expected to result in, any APLD Investor being deprived of the rights contemplated by this Agreement.

Section 5.5 Assignment; Permitted Transferees.

(a) The rights and obligations hereunder shall not be assignable without the prior written consent of the other parties hereto;*provided*, *however,* that, each of the APLD Investors may, without the prior written consent of the Company or any other Person, assign its rights and obligations under this Agreement, in whole or in part, to any Transferee of Voting Securities held by such APLD Investor if such Transferee, to the extent not already a party to this Agreement, executes and delivers to the Company a counterparty copy of this Agreement or a joinder hereto evidencing its agreement to become a party to and to be bound by all of the applicable provisions of this Agreement as a "APLD Investor" hereunder; *provided, further*, that the rights and obligations under Section 2.2 of this Agreement shall only be assignable to the extent that any right to designate Directors to the Board will not result in such Transferee receiving the right to designate more than one Director where such designation rights would result in the Transferee receiving the right to designate a percentage of the Total Number of Directors that is greater than the percentage of the aggregate outstanding Voting Securities held by such Transferee after giving effect to such Transfer. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns in accordance with this Section 5.5.

(b) Any Permitted Transferee of an APLD Investor who acquires ownership of any Equity Securities must concurrently with becoming an equityholder execute and deliver to the Company a counterparty copy of this Agreement or a joinder hereto agreeing to be bound by the terms and conditions of this Agreement on the same terms as the applicable APLD Investor.

Section 5.6 Third Parties. Except as provided herein, this Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary hereto.

Section 5.7 Governing Law. THIS AGREEMENT AND ITS ENFORCEMENT AND ANY CONTROVERSY ARISING OUT OF OR RELATING TO THE MAKING OR PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY IN THAT STATE, WITHOUT REGARD TO ANY LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OR CHOICE OF LAW OR OTHERWISE.

Section 5.8 Jurisdiction; Waiver of Jury Trial. Each party hereto hereby (i) agrees that any action, directly or indirectly, arising out of, under or relating to this Agreement shall exclusively be brought in and shall exclusively be heard and determined by any state or federal court located in Clark County, Nevada (and if such courts decline to accept jurisdiction, any other state court located in the State of Nevada), and, any appellate court therefrom, and (ii) solely in connection with the action(s) contemplated by subsection (i) hereof, (A) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts identified in subsection (i) hereof, (B) irrevocably and unconditionally waives any objection to the laying of venue in any of the courts identified in clause (i) of this Section 5.8, (C) irrevocably and unconditionally waives and agrees not to plead or claim that any of the courts identified in such clause (i) is an inconvenient forum or does not have personal jurisdiction over any party hereto, (D) irrevocably and unconditionally agrees that it is not entitled to any immunity on the basis of sovereignty or otherwise (and waives and agrees not to claim any immunity or right to claim immunity from any such action or proceeding brought in any of the courts identified in clause (i) of this Section 5.8) and (E) agrees that mailing of process or other papers in connection with any such action in the manner provided in Section 5.2 hereof or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.

Section 5.9 Specific Performance. Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and agrees that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to seek specific performance of this Agreement without the posting of a bond.

Section 5.10 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or understandings with respect to the subject matter hereof or thereof. This Agreement supersedes all other prior agreements and understandings between the parties with respect to such subject matter.

Section 5.11 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (i) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by law, (ii) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by law, and (iii) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

Section 5.12 Table of Contents, Headings and Captions. The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Section 5.13 Grant of Consent. Any consent or approval of, or designation by, or any other action of, the APLD Designator (in its capacity as such) hereunder shall be effective if notice of such consent, approval, designation or action is provided to the Company in accordance with Section 5.2 hereof by the APLD Designator as of the latest date any such notice is so provided to the Company.

Section 5.14 Counterparts. This Agreement and any amendment hereto may be signed in any number of separate counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), each of which shall be deemed an original, but all of which taken together shall constitute one agreement (or amendment, as applicable). The parties irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

Section 5.15 Effectiveness. This Agreement shall become effective upon the Effective Date.

Section 5.16 No Recourse. This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, the transactions contemplated hereby or the subject matter hereof may only be made against the parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, equityholder, agent, attorney or representative of any party hereto or any past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, equityholder, agent, attorney or representative of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

Section 5.17 Obligations are Several. For the avoidance of doubt, except as expressly provided in this Agreement, all obligations, representations, warranties, covenants and agreements of each party hereto contained in this Agreement are several and not joint.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first above written.

COMPANY:

CHRONOSCALE CORPORATION

By: */s/ Jerome Wong*
Name: Jerome Wong
Title: Chief Financial Officer

[Signature Page to Investor Rights Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first above written.

INVESTOR:

APLD CHRONOSCALE HOLDCO LLC

By: */s/ Saidal Mohmand*
Name: Saidal Mohmand
Title: Chief Financial Officer

Address: 3811 Turtle Creed Blvd
Suite 2100
Dallas, Texas 75219

[Signature Page to Investor Rights Agreement]

ANNEX I

Selling Stockholder Questionnaire

See attached.

Exhibit 10.4

MANAGEMENT ADVISORY AND CORPORATE SERVICES AGREEMENT

This MANAGEMENT ADVISORY AND CORPORATE SERVICES AGREEMENT (this "Agreement"), by and between Applied Digital Corporation, a Nevada corporation ("APLD Parent"), and ChronoScale Corporation, a Nevada corporation (f/k/a Ekso Bionics Holdings, Inc.) ("ChronoScale", and together with APLD Parent, the "Parties" and each, individually, a "Party") is made and effective as of May 5, 2026 (the "Effective Date"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Contribution Agreement (as defined below).

RECITALS

WHEREAS, on February 15, 2026, APLD Intermediate HoldCo LLC, a Delaware limited liability company, APLD ChronoScale HoldCo LLC, a Delaware limited liability company ("ChronoScale HoldCo"), and Applied Digital Cloud Corporation, a Nevada corporation ("Cloud"), each an indirect subsidiary of APLD Parent, entered into that certain Contribution and Exchange Agreement (the "Contribution Agreement" and the transactions contemplated thereby and by the transaction documents executed in connection therewith, collectively, the "Contribution Transactions") with ChronoScale Corporation, a Nevada corporation f/k/a Ekso Bionics Holdings, Inc. ("ChronoScale");

WHEREAS, the closing of the Contribution Transactions occurred on the Effective Date, as a result of which, among other things, (i) ChronoScale HoldCo contributed all of the issued and outstanding equity interests of Cloud to ChronoScale in exchange for shares of ChronoScale common stock representing approximately 97% of the equity of ChronoScale as of the closing, (ii) Cloud became a wholly-owned subsidiary of ChronoScale, (iii) ChronoScale is continuing as the parent company of each of Cloud's cloud computing business and ChronoScale's legacy exoskeleton solutions business, and (iv) APLD Parent became the indirect owner of a substantial, controlling stake in ChronoScale;

WHEREAS, certain members of the ChronoScale Group require, or desire to (or to continue to) utilize, certain resources owned, controlled or otherwise held by the APLD Group;

WHEREAS, pursuant to the terms and conditions hereof, APLD Parent will agree to provide certain Management Services (as defined below) to ChronoScale in furtherance of the management and operation of the combined businesses as set forth in Section 2 hereto;

WHEREAS, in addition to the Management Services, certain members of the APLD Group (in their capacities as such, each, a "Service Provider" and collectively, the "Service Providers"), desire to provide to the members of the ChronoScale Group (in their capacities as such, each, a "Service Recipient" and collectively, the "Service Recipients"), certain corporate services described on Exhibit A hereto (the "Corporate Services" collectively with the Management Services and any ancillary services that are reasonably necessary in connection therewith or inherent to the successful delivery and use of a service, the "Services");

WHEREAS, as a material inducement to ChronoScale HoldCo and ChronoScale to enter into the Contribution Agreement and to consummate the Contribution Transactions, the Parties have agreed to enter into this Agreement to set forth the terms and conditions on which the Services will be provided from and after the Effective Date; and

WHEREAS, in order to provide for continuous and uninterrupted operation of the Business following the closing of the Contribution Transactions and an orderly transition of operations of the Business, the Service Recipients desire that the Service Providers provide the Services to the Service Recipients for use in connection with the Business, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms.

(a) The following terms, as used herein, have the following meanings:

(i) "Accessing Parties" has the meaning set forth in Section 2(h)(i).

(ii) "Additional Service" has the meaning set forth in Section 2(c).

(iii) "Affiliate" means with respect to any specified Person, any Person which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such other Person; provided, that, for the purposes of this Agreement, (i) no member of the ChronoScale Group shall be deemed an "Affiliate" of any member of the APLD Group and (ii) no member of the APLD Group shall be deemed an "Affiliate" of any member of the ChronoScale Group.

(iv) "Agreement" has the meaning set forth in the preamble.

(v) "APLD ChronoScale" has the meaning set forth in the recitals.

(vi) "APLD Group" means APLD Parent and its Subsidiaries (other than any member of the ChronoScale Group).

(vii) "APLD Parent" has the meaning set forth in the preamble.

(viii) "Business" means the business of the ChronoScale Group.

(ix) "Chosen Courts" has the meaning set forth in Section 9(h).

(x) "ChronoScale" has the meaning set forth in the preamble.

(xi) "ChronoScale Group" means ChronoScale and its Subsidiaries.

(xii) "Cloud" has the meaning set forth in the recitals.

(xiii) "Contribution Agreement" has the meaning set forth in the recitals.

(xiv) "Contribution Transactions" has the meaning set forth in the recitals.

(xv) "Corporate Services" has the meaning set forth in the recitals.

(xvi) "Corporate Services Fees" has the meaning set forth in Section 4(a).

(xvii) "Damages" has the meaning set forth in Section 5(a).

(xviii) "Dispute" has the meaning set forth in Section 8(b).

(xix) "Disputed Service" has the meaning set forth in Section 8(b).

(xx) "Effective Date" has the meaning set forth in the preamble.

(xxi) "Force Majeure Event" has the meaning set forth in Section 7(a).

(xxii) "GAAP" means the generally accepted accounting principals in the United States.

(xxiii) "Grantee Party" has the meaning set forth in Section 2(f).

(xxiv) "Granting Party" has the meaning set forth in Section 2(f).

(xxv) "Indemnified Parties" has the meaning set forth in Section 5(a).

(xxvi) "Initial Term" has the meaning set forth in Section 6(a).

(xxvii) "Management Services" has the meaning set forth in Section 2(a).

(xxviii) "Management Services Fees" has the meaning set forth in Section 4(a).

(xxix) "Non-Party Affiliates" has the meaning set forth in Section 5(e).

(xxx) "Parties" has the meaning set forth in the preamble.

(xxxi) "Renewal Term" has the meaning set forth in Section 6(a).

(xxxii) "Sales Taxes" has the meaning set forth in Section 4(b)(ii).

(xxxiii) "Security Regulations" has the meaning set forth in Section 2(h)(i).

(xxxiv) "Service Fees" has the meaning set forth in Section 4(a).

(xxxv) "Services" has the meaning set forth in the recitals.

(xxxvi) "Service Providers" has the meaning set forth in the recitals.

(xxxvii) "Service Recipients" has the meaning set forth in the recitals.

(xxxviii) "Service Term" has the meaning set forth in Section 6(a).

(xxxix) "Service Termination Date" has the meaning set forth in Section 6(a).

(xl) "Term" shall mean the Initial Term or the Renewal Term, as applicable.

(xli) "Third Party Service Provider" means any unaffiliated individual, partnership, corporation, firm, association, unincorporated association, joint venture, trust, or other entity engaged by a Service Provider, whether as a contractor, subcontractor, consultant, agent, advisor, or other service provider, to perform or provide Services under this Agreement, on behalf of or at the direction of, the engaging Service Provider.

2. Services.

(a) Management Services. APLD Parent shall provide the following services to the ChronoScale Group (collectively, the "Management Services"):

(i) financial, managerial and operational advice in connection with the day-to-day operations of the ChronoScale Group, including, without limitation, advice with respect to the development and implementation of strategies for improving the operating, marketing and financial performance of the ChronoScale Group; and

(ii) advice in connection with the negotiation and consummation of recapitalizations, restructurings, financings, refinancings, mergers, acquisitions, divestitures, combinations, consolidations and dispositions (including the sale of all or a substantial portion of the assets or equity of any or all of the ChronoScale Group), and any similar financial or strategic transactions, however structured.

(b) Corporate Services. In addition to the Management Services, each Service Provider shall (or shall cause its applicable Affiliates, subcontractors or Third-Party Service Providers to, in each case pursuant to Section 3) provide each Service Recipient with the Corporate Services, as applicable (as may be modified from time to time pursuant to the terms hereof) for the period of time set forth on Exhibit A with respect to each Corporate Service and on the terms and subject to the conditions set forth in this Agreement and, as applicable, on Exhibit A hereto. Changes to the Corporate Services (including the addition or deletion of Corporate Services) may be made pursuant to the terms of this Agreement.

(c) Additional Corporate Services. If, at any time and from time to time after the Effective Date, ChronoScale becomes aware of any additional service that it desires be provided hereunder (each such service, an "Additional Service"), then ChronoScale shall notify APLD Parent in writing, specifying the nature and scope of such Additional Service. APLD Parent may, in its sole and absolute discretion, elect whether or not to amend Exhibit A to add such Additional Service on such terms, including the applicable Service Fee, as mutually agreed by the Parties.

(d) Acknowledgement. Each of the Parties acknowledge that APLD Parent is an indirect equityholder in ChronoScale. Each Party hereto acknowledges and agrees that APLD Parent's rights and obligations hereunder will be independent of its relationship as an indirect equityholder and that, in performing the Services, neither APLD Parent nor any of its representatives, as applicable, are acting in the capacity as an equityholder of the ChronoScale Group or as a director or officer of any member of the ChronoScale Group. For the avoidance of doubt, nothing in this Agreement shall be construed to restrict the manner in which APLD Parent or any other member of the APLD Group conducts its business operations or activities, except to the extent such entity is acting as a Service Provider under this Agreement.

(e) Legal Prohibitions. No Service shall be provided by any Service Provider pursuant to this Agreement to the extent that the provision of such Service by such Service Provider would violate any applicable Law.

(f) Intellectual Property. The ChronoScale Group and its Affiliates ("Granting Party") grants to the APLD Group and its Affiliates, as applicable ("Grantee Party") a limited, non-exclusive, non-sublicensable (other than to subcontractors or Third-Party Service Providers solely to support each Grantee Party's rights and obligations herein), non-assignable (except as set forth in Section 9(f)), paid-up and royalty-free license to use and exercise all rights in the Granting Party's Intellectual Property Rights (as defined in the Contribution Agreement) that is created or invented prior to the end of the Term, solely to the extent necessary for the performance of the Grantee Party's obligations and enjoyment of the Grantee Party's rights herein, including in connection with the Grantee Party's use of any deliverables created or invented herein after the end of the Term. Any Intellectual Property Rights created or developed by a Service Recipient or Service Provider pursuant to this Agreement shall be owned by the Service Provider, except to the extent it relates solely and exclusively to the Service Recipient's business or otherwise agreed in writing. Except as explicitly provided in this Agreement, no license or other right, express or implied, is granted hereunder by any Party to its Intellectual Property Rights.

(g) Privacy. Each Party will (and will cause its applicable Affiliates and Third Party Service Providers to) comply with all Data Protection Requirements in connection with the Services provided or received hereunder. The Parties shall take all further actions and execute all further documents as are reasonably necessary to effect such compliance, including the agreement in Exhibit C. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other Party under this Section 2(g) for any losses, damages, or claims except to the extent arising from such Party's gross negligence or willful misconduct.

(h) Security of IT Assets.

(i) If a Party or its Affiliates or any of their or their Third Party Service Providers' personnel ("Accessing Parties") is given access to another Party's or its Affiliates' IT Assets (as defined in the Contribution Agreement) (or any data stored therein or processed thereby) in connection with the Services, the Accessing Parties shall comply in all material respects with all of such other Party's applicable security and operational policies and procedures provided in advance in writing (including electronically) to such Accessing Parties (collectively, "Security Regulations"), and shall not knowingly tamper with or compromise such IT Assets or knowingly circumvent any security, monitoring or audit measures employed by the other Party. The Accessing Party shall access and use only those IT Assets of the other Party for which it has been granted the right to access and use and only to the extent that such right has been granted. A Party shall be liable to the other Party for any access to IT Assets by any of its Accessing Parties only to the extent resulting from such Party's gross negligence or willful misconduct. A party (y) shall report promptly to the other Party any material non-compliance by any Accessing Parties with any Security Regulations of which it becomes aware, and (z) shall promptly terminate the IT Assets access of any Accessing Party following written notice from the other Party, in the event that such person has materially violated any Security Regulations.

(ii) Each Party shall have the right to deny any Accessing Party access to its IT Assets upon written notice to the other Party in the event that such Party reasonably believes that such personnel has materially violated Section 2(h)(i) or otherwise poses a material security concern, as reasonably determined by such Party. The notified Party shall reasonably cooperate with the other Party in investigating any apparent unauthorized access to such other Party's IT Assets. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other Party under this Section 2(h) for any losses, damages, or claims except to the extent arising from such Party's (or its Accessing Parties') gross negligence or willful misconduct.

3. Service Personnel. At all times during the performance of the Corporate Services, all Third Party Service Providers shall be in the employ or under the sole direction and control of the applicable Service Provider or its Affiliates and shall be independent from the applicable Service Recipient and its Affiliates and not employees of such Service Recipient and its Affiliates and shall not be entitled to any payment, benefit or perquisite directly from such Service Recipient or any of its Affiliates on account of the provision of such Corporate Services. For the avoidance of doubt, in the event a Service Provider subcontracts or assigns to a Third Party Service Provider its performance of any Corporate Service, the fee payable by the Service Recipient shall not exceed the Corporate Service Fee that the Service Recipient would have otherwise paid to the Service Provider for such Corporate Service unless otherwise mutually agreed by the Parties.

4. Payment Terms.

(a) Management Services Fees.

(i) In consideration for providing the Management Services, ChronoScale shall pay, or cause one or more of its subsidiaries to pay on a quarterly basis in arrears within thirty (30) days following the end of each calendar quarter, to APLD Parent, an amount equal to one percent (1%) of the ChronoScale Group's gross revenue for the applicable calendar quarter, calculated in accordance with GAAP (the "Management Services Fees").

(ii) Within thirty (30) days following the completion of the ChronoScale Group's annual audit, the APLD Parent and ChronoScale shall perform a true-up of the Management Services Fees for such year by recalculating and comparing the aggregate Management Services Fees actually paid for each quarter of such calendar year against the amount that would have been payable for such quarters based on actual annual gross revenues (calculated in accordance with GAAP). If the aggregate Management Services Fees previously paid for such calendar year exceed such recalculated amount, the ChronoScale Group shall be entitled to a refund of, or a credit against future Management Services Fees in the amount of, such excess, as determined by APLD Parent, which refund shall be paid within thirty (30) days following the completion of such recalculation or which credit shall be applied dollar-for-dollar against the following payment of the Management Services Fees, as applicable. If the aggregate Management Services Fees previously paid for such calendar year are less than the amount so recalculated, the ChronoScale Group shall pay the amount of such shortfall to APLD Parent within thirty (30) days following the completion of such recalculation.

(iii) Notwithstanding the foregoing, APLD Parent may, in its sole and absolute discretion, waive all or any portion of the Management Services Fees from time to time with respect to any specified period. Any such waiver shall apply only to the period expressly specified therein and shall not constitute a waiver of APLD Parent's right to receive the full Management Services Fees for any prior or subsequent period, nor shall it be construed as a course of dealing or modification of this Agreement with respect to any future period.

(iv) In the event this Agreement expires or is terminated for any reason in accordance with Section 6, the Management Services Fees for the calendar quarter in which such expiration or termination occurs shall be prorated based on the ChronoScale Group's actual gross revenues, determined in accordance with GAAP, for the portion of such calendar quarter elapsed through and including the date of such expiration or termination. Such prorated Management Services Fees shall be due and payable to APLD Parent within thirty (30) days following the date of such expiration or termination.

(b) Corporate Services Fees.

(i) In consideration for providing each of the Corporate Services, ChronoScale shall pay, or cause one or more of the Service Recipients to pay, to APLD Parent or the applicable Service Provider, as APLD Parent shall direct, the applicable fees set forth on Exhibit A, as applicable, or as otherwise mutually agreed by the Parties, with respect to each Corporate Service (the "Corporate Services Fees", collectively with the Management Services Fees, the "Service Fees").

(ii) Corporate Service Fees shall be paid on a monthly basis as set forth in this Section 4(b) or as otherwise specified on Exhibit A, as applicable, with respect to a particular Corporate Service. Unless otherwise set forth in this Agreement (including on Exhibit A), the applicable Service Recipient shall be responsible for (x) the costs of any additional license fees, temporary right-to-use fees, royalties or other amounts payable to any third Person, including Third Party Service Providers, (y) in accordance with Section 4(b)(iv) all sales, excise, use, transfer, value added, goods and services taxes or other similar taxes and other fees and charges imposed by any governmental body or regulatory authority (together with any interest, penalties or additions to tax imposed with respect thereto, but in each case excluding any taxes based on or determined by reference to any Service Provider's assets, receipts, capital or net income) arising in connection with the sale, purchase, performance, provision or use of the applicable Corporate Services (collectively, the "Sales Taxes"), and (z) all payroll, withholding or similar taxes imposed on the Service Provider or relating to the Corporate Service Fees, including without limitation, the Stock Compensation Charges under Section 4(c). Unless the Parties otherwise agree in writing, any Corporate Service Fees will be billed and paid in U.S. Dollars. All Corporate Service Fees based on a monthly or other time basis will be pro-rated based on actual days elapsed during the period of service.

(iii) If any Sales Taxes are required by law to be collected by a Service Provider, (x) the applicable Service Provider will separately list such Sales Taxes on the invoice delivered to the applicable Service Recipient in accordance with Section 4(b)(iv), detailing the applicable Service Taxes and a calculation of the amount due, (y) such Service Recipient shall make payment to such Service Provider for the amount of such Sales Taxes shown as due on such invoice, and (z) such Service Provider shall duly and timely pay such Sales Taxes to the applicable governmental authority. If the applicable Service Provider receives from the applicable governmental authority a refund of Sales Taxes that are borne by a Service Recipient pursuant to this Agreement, it shall promptly remit to the applicable Service Recipient, and in no event later than thirty (30) days, the amount of such refund, net of any reasonable out-of-pocket expenses (including taxes) incurred by such Service Provider in connection with the receipt or pursuit of such refund. The Parties shall cooperate in good faith in order to reduce or eliminate Sales Taxes to the extent legally permissible, including but not limited to claiming exemptions where available.

(iv) ChronoScale shall, or shall cause one or more the Service Recipients, to submit to APLD Parent a monthly invoice for the Corporate Service Fees, including any Sales Taxes due and owing in accordance with this Section4 (b)(iv), that apply to the Corporate Services performed following the end of each calendar month, provided, that to the extent any Sales Taxes are assessed or become due and owing following such invoice period, such Sales Taxes may be submitted to the Service Recipient on a supplemental invoice as soon as commercially practicable, in each case setting forth an itemized list of such Corporate Services and the Corporate Service Fees charged therefore in accordance with the fee structure specified in the applicable Section of Exhibit A, as applicable, for each such Corporate Service. APLD Parent shall, or shall cause one or more of the Service Providers to, provide such supporting documentation as the Service Recipient may reasonably request. Except as otherwise set forth in Exhibit A, as applicable, ChronoScale shall, or shall cause one or more the Service Recipients, to, pay in full undisputed amounts due under this Agreement within thirty (30) days following receipt of the applicable invoice.

(c) RSU Charge Recovery.

(i) Prior to the Effective Date, APLD Parent made incentive payments in the form of APLD Parent restricted stock units denominated in shares of APLD Parent common stock ("APLD RSUs") or other APLD Parent equity-based awards to certain employees who provide services in respect of its cloud computing business. To the extent that APLD Parent recognizes any stock-based compensation expense (including, without limitation, any charge, cost, or accrual required under applicable accounting standards and all payroll, withholding or similar taxes imposed in connection with such stock-based compensation) in connection with or arising from any such APLD RSUs following the Effective Date (each such expense and related tax or withholding, a "Stock Compensation Charge"), ChronoScale shall, or shall cause one or more of the Service Recipients, to reimburse APLD Parent for the full amount of each Stock Compensation Charge so recognized in accordance with this Agreement.

(ii) APLD Parent shall include in the monthly invoice for the Corporate Service Fees the amount of each Stock Compensation Charge and the period during which it was recognized. Payment of the Stock Compensation Charges shall be in accordance with the terms set forth in Section 4(b)(ii); provided, however, APLD Parent shall determine, in its sole and absolute discretion, the form of reimbursement for the Stock Compensation Charges, which may include any one or a combination of the following: (a) a cash payment in immediately available funds; (b) the issuance of shares of ChronoScale common stock to APLD Parent, with such shares valued at the lowest of the volume-weighted average closing prices for the ten (10) trading days immediately preceding the date of the applicable Stock Charge Notice; or (c) such other method or form of consideration as APLD Parent may designate.

(iii) The obligations set forth in this Section 4(c) shall continue in full force and effect for so long as APLD Parent continues to recognize any Stock Compensation Charge with respect to any APLD RSUs, regardless of any expiration or termination of this Agreement, and shall survive any such expiration or termination. For the avoidance of doubt, no vesting, forfeiture, or modification of any APLD RSU at any time after the Effective Date, including in respect of APLD RSU's for which a Stock Compensation Charge has already been paid to APLD Parent, shall result in any right of repayment or recoupment by ChronoScale or any of its subsidiaries or relieve ChronoScale of its obligation to reimburse APLD Parent for any Stock Compensation Charge actually recognized by APLD Parent in connection therewith.

(d) Disputes and Resolution. Each Service Recipient shall promptly notify APLD Parent in writing of any amounts billed to the Service Recipient for any Corporate Services or Stock Compensation Charges that are in Dispute. Upon receipt of such notice, ChronoScale and APLD Parent shall resolve any such Dispute in accordance with the terms and procedures of Section 8. The Service Recipient shall pay the Corporate Services Fees or Stock Compensation Charges payable for the applicable month, less the amount of any Corporate Service Fees in Dispute in accordance with this Section 4(d), on or prior to the due date specified in Section 4(a) – (c). Promptly upon the resolution of such Dispute (and in any event no more than five (5) days after the resolution of such Dispute, ChronoScale shall, or shall cause one or more the Service Recipients, to, pay to APLD Parent or the applicable Service Provider, as APLD Parent shall direct, the amount mutually agreed or otherwise determined in the resolution of such Dispute within thirty (30) days of resolution.

5. Other Covenants.

(a) Indemnification. Each member of the ChronoScale Group shall indemnify and hold each member of the APLD Group, and each of their respective directors, managers, members, equityholders, officers, employees, controlling persons, and other representatives (the "Indemnified Parties") harmless from and against all injuries, losses, damages, liabilities (including liabilities for taxes), settlements, judgments, awards, penalties, fines, costs or expenses of whatever form or nature, including reasonable attorneys' fees and other costs of legal defense (collectively, "Damages"), any of them, may suffer, sustain or incur or become subject to, resulting from (i) a third party claim brought against any of the members of the APLD Group that arises out of such member of the APLD Group's or its applicable Indemnified Parties' gross negligence, willful misconduct or fraud in connection with any such Services or (ii) a breach of this Agreement by a member of the ChronoScale Group, including, without limitation, any covenant contained herein, in each case, except to the extent such Damages result from or arise out of the willful misconduct, gross negligence or fraud of any such Indemnified Party.

(b) Limitation on Liability.

(i) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OTHER THAN IN THE EVENT OF FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL ANY MEMBER OF THE APLD GROUP BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS OR LOSS OF ANTICIPATED SAVINGS, ARISING FROM OR RELATING TO ANY CLAIMS, LOSSES, DAMAGES, INJURIES OR LIABILITIES RESULTING FROM ANY ACT OR OMISSION UNDER THIS AGREEMENT REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES OR LIABILITIES OR NOT. FOR THE AVOIDANCE OF DOUBT, LIABILITIES FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5(a) RELATING TO A THIRD-PARTY CLAIM SHALL NOT BE DEEMED TO BE ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.

(ii) EXCEPT IN THE EVENT OF FRAUD OR WILLFUL MISCONDUCT, OR ANY CLAIMS MADE UNDER SECTION 5(a), IN NO EVENT SHALL ANY MEMBER OF THE APLD GROUP BE LIABLE UNDER OR IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF TEN PERCENT OF THE AGGREGATE SERVICE FEES PAID THE APLD GROUP UNDER THIS AGREEMENT. THIS SECTION 5 REPRESENTS AN AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES. WITHOUT THIS ALLOCATION OF RISK, NEITHER PARTY WOULD HAVE ENTERED INTO THIS AGREEMENT.

(iii) THE LIMITATIONS ON LIABILITY IN THIS SECTION 5(b) WILL APPLY TO ANY CLAIMS, LOSSES, DAMAGES, INJURIES OR LIABILITIES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES OR LIABILITIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(c) No Express or Implied Warranties. EACH SERVICE RECIPIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO APLD GROUP MEMBER IS MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND EACH CHRONOSCALE GROUP MEMBER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) IN CONNECTION THEREWITH.

(d) Confidentiality. Each Party shall, and shall cause each of its Affiliates and its and their respective officers, directors, agents, employees and representatives to, hold all proprietary and confidential information and documents relating to the business of any other Party disclosed to it by reason of or in connection with this Agreement or any Services confidential, and will not disclose any of such information or documents to any individual or entity without the prior written consent of the disclosing Party unless otherwise required by applicable law.

(e) Non-Recourse. Notwithstanding anything to the contrary in this Agreement, (i) this Agreement may only be enforced against, and all Proceedings (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or related to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against the Persons that are expressly identified as Parties hereto, and then only with respect to the specific obligations set forth herein with respect to such Party and (ii) no Person who is not a named party to this Agreement, including any past, present or future director, officer, employee, incorporator, member, manager, partner, equityholder, Affiliate, agent, attorney or representative of any named party to this Agreement (or any Affiliate of any of the aforementioned) (the "Non-Party Affiliates"), shall have any liability (whether in contract or in tort, in Law, in equity, granted by statute or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) for any obligations or liabilities arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of this Agreement or the negotiation or execution hereof and each Party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates to the maximum extent permitted by Law. The Non-Party Affiliates are expressly intended as third-party beneficiaries of this provision of this Agreement. Without limiting the foregoing, to the maximum extent permitted by Law, each Party disclaims any reliance on any Non-Party Affiliate with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement.

6. Term; Termination.

(a) Term. Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the Effective Date and continue in full force and effect for an initial period of twelve (12) months (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) month periods (each, a "Renewal Term"), unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the Initial Term or at least twenty (20) days prior to the expiration of the then-current Renewal Term, as applicable. Notwithstanding the foregoing, this Agreement may be terminated earlier pursuant to and in accordance with Section 6(b). For the avoidance of doubt, with respect to individual Services, the term of such Service (each, a 'Service Term") will commence on the Effective Date and shall expire and terminate upon the termination date specified for such Service in Exhibit A, unless earlier terminated pursuant to Section 6(b) (the last date in each such Service Term is referred to herein as the "Service Termination Date" for each of such Services).

(b) Early Termination.

(i) This Agreement may be terminated by APLD Parent at any time by providing at least thirty (30) days prior written notice to ChronoScale. The provision of one or more of the Corporate Services provided hereunder may be terminated by APLD Parent at any time.

(ii) Prior to the end of a Term, either APLD Parent or ChronoScale may (i) upon any material default or material breach of this Agreement by the other Party that is not cured within thirty (30) days after the alleged breaching Party's receipt of written notice from the non-breaching Party describing the nature of such default or breach, immediately terminate the Services affected by such material default or material breach, or (ii) upon written notice to the other Party, terminate this Agreement in its entirety if the other Party makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or is petitioned into bankruptcy, or takes advantage of any state, Federal or foreign bankruptcy or insolvency act, or if a receiver or receiver/manager is appointed for all or any substantial part of its property and business and such receiver or receiver/manager remains undischarged for a period of fifteen (15) days.

(c) Status as an Affiliate. As a result of any restructuring of APLD Parent or ChronoScale, any direct or indirect change in control of APLD Parent or ChronoScale (whether by merger, consolidation or otherwise) or any other transaction involving the sale, assignment or other transfer of any capital stock of APLD Parent or ChronoScale or any assets of APLD Parent or ChronoScale, APLD Parent shall have the right, but not the obligation, to immediately terminate this Agreement.

(d) Effect of Termination.

(i) Termination of this Agreement in its entirety or with respect to an individual Corporate Service shall not release any Party from any liability, the continuing duty to provide those Corporate Services or portions thereof that have not been terminated, or any other obligation that already has accrued as of the effective date of termination (including, for the avoidance of doubt, any Service Provider's rights to receive or the respective Service Recipient's obligations to pay the Corporate Service Fees for such Corporate Services performed, prior to and through the date of termination of this Agreement) and shall not constitute a waiver or release of, or otherwise be deemed to adversely affect, any rights, remedies or claims which a Party may have hereunder at Law, in equity or otherwise or which may raise out of or in connection with such

termination. In the event of the termination of this Agreement or any Corporate Service for any reason, all applicable rights and obligations of the Parties with respect to this Agreement (or such Service, as applicable), will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement (or such Corporate Service, as applicable), except that no such termination shall relieve any Party hereto of (x) any liability for Damages resulting from a breach by such Party of this Agreement prior to the termination hereof, (y) any obligation to pay Sales Taxes accrued but unpaid as of the date of such termination for the Corporate Service performed prior to such termination as required by law or (z) any obligation to pay Service Fees accrued but unpaid as of the date of such termination for the Corporate Service performed prior to such termination.

(ii) For the avoidance of doubt, the termination of any individual Corporate Service pursuant to this Section 6 shall not affect (x) the provision of such Corporate Service by such Service Provider to any other Service Recipient, (y) the provision of any other Corporate Service by such Service Provider, or (z) the receipt of any other Corporate Service to which such Service Recipient is otherwise entitled to receive hereunder.

(e) Survival. The provisions of Section 4(a), Section 4(b), Section 4(c), Section 5, Section 6(d), this Section 6(e), Section 8 and Section 9 shall survive any termination of this Agreement.

7. Force Majeure and Service Interruptions.

(a) Force Majeure. Except for payment amounts then due, neither Party nor any of such Party's Affiliates and its and their respective officers, directors, managers, equityholders, employees, Third Party Service Providers, agents and representatives shall be liable to the other Party (and shall not be deemed in breach of this Agreement) for any interruption of Services, or any delay or default in the provision or performance of any Services by it hereunder to the extent such interruption, delay or default is caused by matters or events that are beyond its control, including any act of God, war, civil commotion, destruction of production facilities or materials by fire, earthquake, or storm, labor disturbance, epidemic or pandemic, or failure of suppliers, public utilities or common carriers (each, a "Force Majeure Event"). The applicable Party shall promptly notify the other Party in writing of any Force Majeure Event affecting such Party and causing any delay or default in the provision or performance of any Service by it hereunder and the probable extent to which such Service Provider shall be unable to perform, and the affected Party shall use its reasonable best efforts to mitigate and remove such Force Majeure as promptly as practicable in order to resume performance. The unaffected Party shall have no obligation hereunder (including no obligation to pay applicable Service Fees) with respect to the obligations the affected Party is unable to perform due to the Force Majeure Event. Upon the cessation of the Force Majeure Event, the Parties will promptly resume performance of their obligations under this Agreement. If a Force Majeure Event prevents a Party from performing its obligations under this Agreement for more than thirty (30) consecutive days, the other Party shall have the right to terminate the affected Services upon written notice.

(b) Corporate Service Interruptions. In the event of any interruption, shut down or suspension of Corporate Services provided by or on behalf of a Service Provider, including due to a Force Majeure Event, such Service Provider will use its commercially reasonable efforts to afford the applicable Service Recipient the benefit of any arrangements for substitute services that such Service Provider makes on its own behalf, and shall consult with the Service Recipient prior to any such interruptions, shut downs or suspensions to the extent reasonably practicable or, if not reasonably practicable, reasonably promptly thereafter in order to establish reasonable alternative arrangements for such Corporate Services as necessary in order to avoid unreasonable disruption to the conduct of the Business. In the event of any interruption, shut down or suspension, and to the extent reasonable substitute services are not provided to the Service Recipient or otherwise commercially or technically reasonable or feasible, the applicable Service Recipient may obtain replacement services at the Service Recipient's sole cost and expense from a third party for the duration of such interruption, shut down or suspension or for such longer period as the Service Recipient shall be reasonably required to commit to in order to obtain such replacement services.

8. Dispute Resolution.

(a) Legal Action. If the Service Recipient disputes any invoice or other request for payment acting reasonably and in good faith, the Service Recipient shall immediately notify APLD Parent in writing. The Parties shall negotiate in good faith to attempt to resolve the relevant dispute promptly. APLD Parent shall provide all such evidence as may be commercially reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved a dispute under this Section 8 within 30 days of the Recipient giving notice to the Provider, the dispute shall be resolved in accordance with Section 9(h) unless otherwise agreed by the Parties in writing. Where only part of an invoice is disputed in accordance with this Section 8, the undisputed amount shall be paid on the due date as set out in Section 4. The APLD Group's obligations, if any, to provide the Services shall not be affected by any payment dispute, including its obligations to provide the Services to which the payment dispute relates.

(b) Disputed Services. In the event of any dispute, controversy or claim arising solely and exclusively out of or relating to this Agreement (a "Dispute") with respect to the provision, termination or reduction of any Service (such Service, a "Disputed Service"), including, without limitation, subject to Section 6(b)(ii), notwithstanding anything to the contrary herein, the Parties acknowledge and agree that each Service Provider shall continue to provide any Disputed Service necessary for such Service Provider or the applicable Service Recipient to comply with applicable law, as reasonably determined by APLD Parent, in its sole and absolute discretion, for the pendency of any such Dispute. Any Services Fees payable with respect to any such Disputed Service shall be payable in accordance with Section 4(c).

9. Miscellaneous.

(a) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by electronic mail (in the case of electronic mail, to be effective with a copy sent by any other method permitted hereunder or when the receiving party confirms receipt of such notice sent by electronic mail) or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand or electronic mail (in the case of electronic mail, to be effective with a copy sent by any other method permitted hereunder or when the receiving party confirms receipt of such notice sent by electronic mail), or if mailed, three (3) days after mailing (or one (1) Business Day in the case of express mail or overnight courier service), as set forth on Exhibit B.

(b) Independent Contractor Status. The relationship among the Parties established under this Agreement is that of independent contractors, and nothing in this Agreement shall be deemed to make any Party the agent of any other Party or to create a partnership or joint venture among the Parties for any purpose whatsoever. Except as otherwise provided herein, neither Party will have any right, power or authority to create any obligation, express or implied, on behalf of the other Party nor, by virtue of this Agreement, will either Party act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Each Party shall at all times retain exclusive management and control over its officers, employees, policy decisions and business operations. The employees of each Party shall not, by virtue of this Agreement, be considered employees of any other Party for any purpose and each Party shall remain solely responsible for all liabilities, costs, expenses and other obligations related to its respective employees, including but not limited to the payment of salary and wages, any termination and severance costs and any payroll or employment-related or similar taxes, assessments or charges.

(c) Cooperation of Service Recipients. Each Service Recipient shall cooperate diligently with the respective Service Provider by promptly providing all information reasonably necessary and reasonably requested by such Service Provider for the performance of the Services. Should any Service Recipient's failure to supply such requested information render performance of any Services unreasonably impracticable, the respective Service Provider providing such Services may pursue dispute resolution pursuant to Section 8 hereof and, during the pendency of such dispute resolution, provide such Services solely to the extent feasible in the absence of such requested information until such requested information is provided.

(d) Nonexclusivity of Services. The Parties acknowledge and agree that nothing in this Agreement shall prevent or prohibit any Service Provider from

providing any Service to its own businesses or to any other individual or entity or their respective businesses.

(e) Amendment; Waiver. Any term of this Agreement may be amended, terminated or waived only with the written consent of ChronoScale and APLD Parent. Any amendment or waiver effected in accordance with this Section 9(e) shall be binding upon the Parties hereto and their successors and permitted assigns.

(f) Successors and Assigns; No Third Party Beneficiaries. This Agreement and the rights and obligations hereunder are not assignable (whether by operation of Law or otherwise) unless such assignment is consented to in writing by the other Parties hereto; provided, that no such assignment shall relieve the assigning Party of its obligations hereunder. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in Section 5(a) and Section 5(e) of this Agreement.

(g) Interpretation. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Governing Law. This Agreement and all matters arising directly or indirectly herefrom shall be governed by and construed in accordance with the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and performed entirely within the State of Delaware, without giving effect to conflict of law principles thereof that would result in the application of any other Laws. The Parties (a) hereby irrevocably and unconditionally submit to the sole and exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court refuses or otherwise declines to exercise jurisdiction, the state courts of Delaware or the United States District Court for the District of Delaware (collectively, the "Chosen Courts") for the purpose of any Legal Proceeding arising out of or based upon this Agreement, (b) agree not to commence any Legal Proceeding arising out of or based upon this Agreement except in the Chosen Courts and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such Legal Proceeding, any claim that it is not subject personally to the jurisdiction of the Chosen Courts, that the Legal Proceeding is brought in an inconvenient forum, that the venue of the Legal Proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(i) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(j) Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

(k) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to any Party, shall be cumulative and not alternative.

(l) Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof.

(m) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

APPLIED DIGITAL CORPORATION

By: */s/ Saidal Mohmand*
Name: Saidal Mohmand
Title: Chief Financial Officer

CHRONOSCALE CORPORATION

By: */s/ Jerome Wong*
Name: Jerome Wong
Title: Chief Financial Officer

[Signature Page to Management Advisory and Corporate Services Agreement]

Exhibit A

Services

A-1

Exhibit B

Notices

B-1

Exhibit C

CCPA Data Processing Addendum

C-1

Exhibit 10.5

INDEMNITY AGREEMENT

This Indemnity Agreement is made as of [●], 2026, by and between Chronoscale Corporation, a Nevada corporation (the "Company") and [●] (the "Indemnitee").

RECITALS

A. The Company is aware that competent and experienced persons are increasingly reluctant to serve as directors, officers or agents of corporations unless they are protected by comprehensive liability insurance or indemnification, due to increased exposure to litigation costs and risks resulting from their service to such corporations, and due to the fact that the exposure frequently bears no reasonable relationship to the compensation of such directors, officers and other agents.

B. The statutes and judicial decisions regarding the duties of directors and officers are often difficult to apply, ambiguous, or conflicting, and therefore fail to provide such directors, officers and agents with adequate, reliable knowledge of legal risks to which they are exposed or information regarding the proper course of action to take.

C. Plaintiffs often seek damages in such large amounts and the costs of litigation may be so enormous (whether or not the case is meritorious), that the defense and/or settlement of such litigation is often beyond the personal resources of directors, officers and other agents.

D. The Company believes that it is unfair for its directors, officers and agents and the directors, officers and agents of its subsidiaries to assume the risk of huge judgments and other expenses which may occur in cases in which the director, officer or agent received no personal profit and in cases where the director, officer or agent was not culpable.

E. The Company recognizes that the issues in controversy in litigation against a director, officer or agent of a corporation such as the Company or its subsidiaries are often related to the knowledge, motives and intent of such director, officer or agent, that the Indemnitee is usually the only witness with knowledge of the essential facts and exculpating circumstances regarding such matters, and that the long period of time which usually elapses before the trial or other disposition of such litigation often extends beyond the time that the director, officer or agent can reasonably recall such matters and may extend beyond the normal time for retirement for such director, officer or agent with the result that the Indemnitee, after retirement or in the event of the Indemnitee's death, the Indemnitee's spouse, heirs, executors or administrators, may be faced with limited ability and undue hardship in maintaining an adequate defense, which may discourage such a director, officer or agent from serving in that position.

F. Based upon their experience as business managers, the Board of Directors of the Company (the "Board") has concluded that, to retain and attract talented and experienced individuals to serve as directors, officers and agents of the Company and its subsidiaries and to encourage such individuals to take the business risks necessary for the success of the Company and its subsidiaries, it is necessary for the Company to contractually indemnify its directors, officers and agents and the directors, officers and agents of its subsidiaries, and to assume for itself maximum liability for expenses and damages in connection with claims against such directors, officers and agents in connection with their service to the Company and its subsidiaries, and has further concluded that the failure to provide such contractual indemnification could result in great harm to the Company and its subsidiaries and the Company's stockholders.

G. Pursuant to Section 2.5 of that certain Investor Rights Agreement, dated as of [●], 2026, by and between the Company and APLD ChronoScale Holdco LLC, a Delaware limited liability company, the Company has agreed to enter into and at all times maintain in effect an indemnification agreement with the Indemnitee.

H. Section 78.7502 of the Nevada Revised Statutes, under which the Company is organized ("Section 78.7502"), empowers the Company to indemnify its directors, officers, employees and agents by agreement and to indemnify persons who serve, at the request of the Company, as the directors, officers, employees or agents of other corporations or enterprises, and expressly provides that the indemnification provided by Section 78.7502 is not exclusive.

I. The Company desires and has requested the Indemnitee to serve or continue to serve as a director, officer or agent of the Company and/or one (1) or more subsidiaries of the Company free from undue concern for claims for damages arising out of or related to such services to the Company and/or one (1) or more subsidiaries of the Company.

J. The Indemnitee is willing to serve, or to continue to serve, the Company and/or one (1) or more subsidiaries of the Company, provided that the Indemnitee is furnished the indemnity provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) Agent. For the purposes of this Agreement, "agent" of the Company means any person who is or was a director, officer, employee or other agent of the Company or a subsidiary of the Company; or is or was serving at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Company or a subsidiary of the Company, or was a director, officer, employee or agent of another enterprise at the request of, for the convenience of, or to represent the interests of such predecessor corporation.

(b) Expenses. For purposes of this Agreement, "expenses" include all out-of-pocket costs of any type or nature whatsoever (including, without limitation, all attorneys' fees and related disbursements), actually and reasonably incurred by the Indemnitee in connection with either the investigation, defense or appeal of a proceeding or establishing or enforcing a right to indemnification under this Agreement or Section 78.7502 or otherwise; provided, however, that "expenses" shall not include any judgments, fines, ERISA excise taxes or penalties, or amounts paid in settlement of a proceeding.

(c) Proceeding. For the purposes of this Agreement, "proceeding" means any threatened, pending, or completed action, suit or other proceeding, whether civil, criminal, administrative, or investigative.

(d) Subsidiary. For purposes of this Agreement, "subsidiary" means any corporation of which more than fifty percent (50%) of the outstanding voting securities is owned directly or indirectly by the Company, by the Company and one (1) or more other subsidiaries, or by one (1) or more other subsidiaries.

2. Agreement to Serve. The Indemnitee agrees to serve and/or continue to serve as agent of the Company, at its will (or under separate agreement, if such agreement exists), in the capacity the Indemnitee currently serves as an agent of the Company, so long as the Indemnitee is duly appointed or elected and qualified in accordance with the applicable provisions of the Bylaws of the Company or any subsidiary of the Company or until such time as the Indemnitee tenders such Indemnitee's resignation in writing; provided, however, that nothing contained in this Agreement is intended to create any right to continued employment of the Indemnitee by the Company.

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3. Liability Insurance.

(a) Maintenance of D&O Insurance. The Company hereby covenants and agrees that, so long as the Indemnitee shall continue to serve as an agent of the Company and thereafter so long as the Indemnitee shall be subject to any possible proceeding by reason of the fact that the Indemnitee was an agent of the Company, the Company, subject to Section 3(c), shall promptly obtain and maintain in full force and effect directors' and officers' liability insurance ("D&O Insurance") in reasonable amounts from established and reputable insurers.

(b) Rights and Benefits. In all policies of D&O Insurance, the Indemnitee shall be named as an insured in such a manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's directors, if the Indemnitee is a director; or of the Company's officers, if the Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, if the Indemnitee is not a director or officer but is a key employee.

(c) Limitation on Required Maintenance of D&O Insurance. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain D&O Insurance if the Company determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided, the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or the Indemnitee is covered by similar insurance maintained by a subsidiary of the Company.

4. Mandatory Indemnification. The Company shall indemnify the Indemnitee to the fullest extent permitted by Nevada law (including, without limitation, Nevada Revised Statutes 78.7502 and 78.751, and in particular 78.751(3)), the Articles of Incorporation of the Company, as amended (the "Articles") and the bylaws of the Company, as amended (the "Bylaws") in effect on the date hereof or as Nevada law, the Articles or the Bylaws may from time to time be amended (but, in the case of any such amendment, only to the extent such amendment permits the Company to provide broader indemnification rights than Nevada law, the Articles and the Bylaws permitted the Company to provide before such amendment). Such indemnification shall include, without limitation, the rights granted to Indemnitee under this Agreement.

(a) Third Party Actions. If the Indemnitee is a person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Company) by reason of the fact that the Indemnitee is or was an agent of the Company, or by reason of anything done or not done by the Indemnitee in any such capacity, the Company shall indemnify the Indemnitee against any and all expenses and liabilities of any type whatsoever (including, but not limited to, judgments, fines, ERISA excise taxes and penalties, and amounts paid in settlement) actually and reasonably incurred by the Indemnitee in connection with the investigation, defense, settlement or appeal of such proceeding, provided the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and its stockholders, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Derivative Actions. If the Indemnitee is a person who was or is a party or is threatened to be made a party to any proceeding by or in the right of the Company by reason of the fact that the Indemnitee is or was an agent of the Company, or by reason of anything done or not done by the Indemnitee in any such capacity, the Company shall indemnify the Indemnitee against all expenses actually and reasonably incurred by the Indemnitee in connection with the investigation, defense, settlement, or appeal of such proceeding, provided the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and its stockholders; except that no indemnification under this Section 4(b) shall be made in respect to any claim, issue or matter as to which such person shall have been finally adjudged to be liable to the Company by a court of competent jurisdiction unless and only to the extent that the court in which such proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such amounts which the court shall deem proper.

(c) Actions where the Indemnitee is Deceased. If the Indemnitee is a person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that the Indemnitee is or was an agent of the Company, or by reason of anything done or not done by the Indemnitee in any such capacity, and if prior to, during the pendency of after completion of such proceeding the Indemnitee becomes deceased, the Company shall indemnify the Indemnitee's heirs, executors and administrators against any and all expenses and liabilities of any type whatsoever (including, but not limited to, judgments, fines, ERISA excise taxes and penalties, and amounts paid in settlement) actually and reasonably incurred to the extent the Indemnitee would have been entitled to indemnification pursuant to Section 4(a) or 4(b) above were the Indemnitee still alive.

(d) Limitations. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Indemnitee for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, ERISA excise taxes and penalties, and amounts paid in settlement) for which payment is actually made to or on behalf of the Indemnitee under a valid and collectible insurance policy of D&O Insurance, or under a valid and enforceable indemnity clause, by-law or agreement.

5. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of any expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, ERISA excise taxes and penalties, and amounts paid in settlement) incurred by the Indemnitee in the investigation, defense, settlement or appeal of a proceeding, but not entitled, however, to indemnification for all of the total amount hereof, the Company shall nevertheless indemnify the Indemnitee for such total amount except as to the portion hereof to which the Indemnitee is not entitled.

6. Advancement of Expenses. The Company shall, to the fullest extent permitted by applicable law, advance all expenses (including attorneys' fees, costs and expenses) incurred by the Indemnitee in connection with the investigation, defense, settlement or appeal of any proceeding to which the Indemnitee is a party or is threatened to be made a party by reason of the fact that the Indemnitee is or was an agent of the Company. The Indemnitee hereby undertakes to repay any such amounts so advanced (without interest) if, and to the extent that, it shall be determined ultimately that the Indemnitee is not entitled to be indemnified by the Company as authorized hereby. The advances to be made hereunder, if any, shall be paid by the Company to the Indemnitee within twenty (20) days following delivery of a written request therefor by the Indemnitee to the Company. In the event that the Company fails to pay expenses as incurred by the Indemnitee as required by this Section 6, the Indemnitee may seek mandatory injunctive relief from any court having jurisdiction to require the Company to pay expenses as set forth in this Section 6. If the Indemnitee seeks mandatory injunctive relief pursuant to this Section 6, it shall not be a defense to enforcement of the Company's obligations set forth in this Section 6 that the Indemnitee has an adequate remedy at law for damages. Notwithstanding the foregoing, this Section 6 shall not apply to any claim made by the Indemnitee for which indemnity is excluded pursuant to Section 9.

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7. Notice and Other Indemnification Procedures.

(a) Notice by the Indemnitee. Promptly after receipt by the Indemnitee of notice of the commencement of or the threat of commencement of any proceeding, the Indemnitee shall, if the Indemnitee believes that indemnification with respect thereto may be sought from the Company under this Agreement, notify the Company in writing (email being sufficient) of the commencement or threat of commencement thereof.

(b) Notice by the Company. If, at the time of the receipt of a notice of the commencement of a proceeding pursuant to Section 7(a) hereof, the Company has D&O Insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) Defense. In the event the Company shall be obligated to pay the expenses of any proceeding against the Indemnitee, the Company, if appropriate, shall be

entitled to assume the defense of such proceeding, with counsel approved by the Indemnitee, upon the delivery to the Indemnitee of written notice of its election so to do. After delivery of such notice, approval of such counsel by the Indemnitee and the retention of such counsel by the Company, the Company will not be liable to the Indemnitee under this Agreement for any fees of counsel subsequently incurred by the Indemnitee with respect to the same proceeding, provided that (i) the Indemnitee shall have the right to employ counsel in any such proceeding at the Indemnitee's expense; and (ii) if (A) the employment of counsel by the Indemnitee has been previously authorized by the Company, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of any such defense, or (C) the Company shall not, in fact, have employed counsel to assume the defense of such proceeding, then the fees and expenses of the Indemnitee's counsel shall be at the expense of the Company.

8. Determination of Right to Indemnification.

(a) Successful Defense. To the extent the Indemnitee has been successful on the merits or otherwise in defense of any proceeding (including, without limitation, an action by or in the right of the Company) to which the Indemnitee was a party by reason of the fact that the Indemnitee is or was an agent of the Company at any time, the Company shall indemnify the Indemnitee against all expenses of any type whatsoever actually and reasonably incurred by the Indemnitee in connection with the investigation, defense or appeal of such proceeding.

(b) Other Situations. In the event that Section 8(a) is inapplicable, the Company shall also indemnify the Indemnitee unless, and except to the extent that, the Company shall prove by clear and convincing evidence in a forum listed in Section 8(c) below that the Indemnitee has not met the applicable standard of conduct required to entitle the Indemnitee to such indemnification.

(c) Selection of Forum. The Indemnitee shall be entitled to select the forum in which the validity of the Company's claim under Section 8(b) hereof that the Indemnitee is not entitled to indemnification will be heard from among the following:

(i) A quorum of the Board consisting of directors who are not parties to the proceeding for which indemnification is being sought;

(ii) The stockholders of the Company;

(iii) Legal counsel selected by the Indemnitee, and reasonably approved by the Board, which counsel shall make such determination in a written opinion; or

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(iv) A panel of three (3) arbitrators, one (1) of whom is selected by the Company, another of whom is selected by the Indemnitee and the last of whom is selected by the first two (2) arbitrators so selected.

(d) Submission to Forum. As soon as practicable, and in no event later than thirty (30) days after written notice of the Indemnitee's choice of forum pursuant to Section 8(c) above, the Company shall, at its own expense, submit to the selected forum in such manner as the Indemnitee or the Indemnitee's counsel may reasonably request, its claim that the Indemnitee is not entitled to indemnification; and the Company shall act in the utmost good faith to assure the Indemnitee a complete opportunity to defend against such claim.

(e) Application to Court. Notwithstanding a determination by any forum listed in Section 8(c) hereof that the Indemnitee is not entitled to indemnification with respect to a specific proceeding, the Indemnitee shall have the right to apply to the New York Supreme Court, the court in which that proceeding is or was pending or any other court of competent jurisdiction, for the purpose of enforcing the Indemnitee's right to indemnification pursuant to this Agreement.

(f) Expenses Related to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the Company shall indemnify the Indemnitee against all expenses incurred by the Indemnitee in connection with any hearing or proceeding under this Section 8 involving the Indemnitee and against all expenses incurred by the Indemnitee in connection with any other proceeding between the Company and the Indemnitee involving the interpretation or enforcement of the rights of the Indemnitee under this Agreement unless a court of competent jurisdiction finds that each of the claims and/or defenses of the Indemnitee in any such proceeding was frivolous or made in bad faith.

9. Limitations on Indemnification. Notwithstanding any other provision herein to the contrary, the Company shall not be obligated pursuant to this Agreement:

(a) Claims Initiated by Indemnitee. To indemnify or advance expenses to the Indemnitee with respect to an action, suit or proceeding (or part thereof) initiated voluntarily by the Indemnitee (except with respect to any compulsory counterclaim brought by the Indemnitee or an action, suit or proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Agreement), unless such action, suit or proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Company;

(b) Section 16(b) Matters. To indemnify the Indemnitee on account of any suit in which judgment is rendered against the Indemnitee for disgorgement of profits made from the purchase or sale by the Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended; or

(c) Prohibited by Law. To indemnify the Indemnitee in any circumstance where such indemnification has been determined by a final (not interlocutory) judgment or other adjudication of a court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing to be prohibited by law.

10. Non-exclusivity. The provisions for indemnification and advancement of expenses set forth in this Agreement shall not be deemed exclusive of any other rights which the Indemnitee may have under any provision of law, the Company's Articles or Bylaws, the vote of the Company's stockholders or disinterested directors, other agreements, or otherwise, both as to action in the Indemnitee's official capacity and to action in another capacity while occupying the Indemnitee's position as an agent of the Company, and the Indemnitee's rights hereunder shall continue after the Indemnitee has ceased acting as an agent of the Company and shall inure to the benefit of the heirs, executors and administrators of the Indemnitee.

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11. Enforcement. Any right to indemnification or advances granted by this Agreement to the Indemnitee shall be enforceable by or on behalf of the Indemnitee in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The Indemnitee, in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the Indemnitee's claim. It shall be a defense to any action for which a claim for indemnification is made under this Agreement (other than an action brought to enforce a claim for expenses pursuant to Section 6 hereof, provided that the required undertaking has been tendered to the Company) that the Indemnitee is not entitled to indemnification because of the limitations set forth in Section 4 and Section 9 hereof. Neither the failure of the Company (including its Board or its stockholders) to have made a determination prior to the commencement of such enforcement action that indemnification of the Indemnitee is proper in the circumstances, nor an actual determination by the Company (including its Board or its stockholders) that such indemnification is improper, shall be a defense to the action or create a presumption that the Indemnitee is not entitled to indemnification under this Agreement or otherwise.

12. Subrogation. In the event the Company is obligated to make a payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery under an insurance policy or any other indemnity agreement covering the Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

13. Survival of Rights.

(a) All agreements and obligations of the Company contained herein shall continue during the period the Indemnitee is an agent of the Company and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative, by reason of the fact that the Indemnitee was serving in the capacity referred to herein.

(b) The Company shall require any successor to the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

14. Interpretation of Agreement. It is understood that the parties hereto intend this Agreement to be interpreted and enforced so as to provide indemnification to the Indemnitee to the fullest extent permitted by law including those circumstances in which indemnification would otherwise be discretionary.

15. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (i) the validity, legality and enforceability of the remaining provisions of the Agreement (including without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to Section 14 hereof.

16. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

17. Notice. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when personally delivered by hand or recognized courier and receipted for by the party addressee, on the date of such receipt, (ii) if mailed by certified or registered mail with postage prepaid, on the third business day after the mailing date or (iii) if sent by confirmed facsimile, on the date sent. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice.

18. Governing Law. This Agreement shall be governed exclusively by and construed according to the laws of the State of Nevada as applied to contracts between Nevada residents entered into and to be performed entirely within Nevada. If, notwithstanding the foregoing, a court of competent jurisdiction shall make a final determination that the provisions of the law of any state other than Nevada govern indemnification by the Company of the Indemnitee, then the indemnification provided under this Agreement shall in all instances be enforceable to the fullest extent permitted under such law, notwithstanding any provision of this Agreement to the contrary.

[Remainder of Page Intentionally Left Blank]

The parties hereto have entered into this Indemnity Agreement effective as of the date first above written.

The Company: CHRONOSCALE CORPORATION

By: _____
Name:
Title:
Address: 3811 Turtle Creek Blvd., Suite 2100
Dallas, TX 75219

The Indemnitee: [●]

_____
[●]
Address: [●]

[*Signature Page to Chronoscale Corporation - Indemnity Agreement ([Director Last Name])*]

Exhibit 10.6

ChronoScale Corporation

May 5, 2026

Ying Cenly Chen
Via Email

Re: Offer of Employment

Dear Ying:

We are pleased to offer you employment with ChronoScale Corporation, a Nevada corporation ("Company") on the terms set forth in this letter agreement (together with Exhibit A hereto, the "Letter Agreement"), effective as of May 5, 2026, or such other date as mutually agreed by the parties hereto (the "Effective Date").

Position: You will have the position of Chief Executive Officer of the Company, reporting to the Board of Directors of the Company (the "Board") or such other person as designated from time to time by the Board. Your duties and responsibilities may be modified from time to time by the Board or other individual to whom you report. You are an exempt employee and are not entitled to overtime pay regardless of the number of hours worked.

You will at all times perform your duties and responsibilities honestly, diligently, in good faith and to the best of your ability. You will observe and comply with all of the policies and procedures established by the Company that are applicable to the Company's employees, and with all applicable laws, rules and regulations imposed by any governmental or regulatory authorities, in each case, as in effect from time to time. You will exercise your best efforts in furtherance of, and devote all of your business time and efforts to, the operation of the business and affairs of the Company and its subsidiaries and shall not provide any services to any other person, company, entity or firm during your employment unless approved by the Company in writing.

Location: Your services will be performed primarily remotely, from a location within the continental United States. You acknowledge that you may be expected to travel in furtherance of the performance of your duties and agree to do so as needed, and as directed.

Base Salary: Your base salary shall be at the annualized rate of $650,000 (the "Base Salary"). The Base Salary shall be payable in accordance with the Company's normal payroll practices, subject to applicable withholdings and deductions, and shall be subject to review by the Company from time to time.

Annual Bonus Opportunity: For each fiscal year during your employment, you may also be eligible for a discretionary annual bonus with a target of 100% of your Base Salary (the "Annual Bonus"), pro-rated for the fiscal year in which you commence employment hereunder, subject to applicable withholdings and deductions. The actual amount of your Annual Bonus, if any, shall be based upon Company performance and your individual performance for such fiscal year, as determined by the Board or the Compensation Committee thereof (the "Committee"), and may be more or less than such target amount. Each Annual Bonus, if any, will be subject to your continued employment with the Company through the date of payment, irrespective of any reason for your termination, and shall not be earned until it is paid to you.

Equity Award: The Company shall recommend to the Board or the Committee that you be granted 2,800,000 restricted stock units (the "RSUs") under the ChronoScale Corporation 2026 Omnibus Equity Incentive Plan (as may be amended, restated, or otherwise modified from time to time, the "Plan") as soon as reasonably practical following the Effective Date. Subject to approval by the Board or the Committee, the RSUs are expected to vest as follows: (i) one-third (1/3rd) of the RSUs shall vest on the one (1)-year anniversary of the date of grant (the "Cliff Date"); and (ii) one-sixth (1/6th) of the RSUs shall vest on each six (6) month anniversary of the Cliff Date thereafter (such that the RSUs shall be fully vested on the third anniversary of the date of grant), in each case, subject to your continued employment with the Company through the applicable vesting date.

Paid Time Off: You will be eligible for paid time off and other leave time in accordance with the Company's policies as may be in effect from time to time.

Other Benefits: You shall be eligible for participation in welfare and other benefit plans, practices, policies and programs established by the Company or any of its subsidiaries, on such terms as may be generally available to employees of the Company, and your participation in such plans is subject to the terms and conditions of the Company's (or its subsidiaries') benefit plan documents, policies and procedures, from time to time established and in effect. The Company reserves the right to change, replace or terminate any or all of the foregoing benefits from time to time, including contribution levels.

Expenses: The Company will reimburse you for all reasonable, documented business expenses you incur in accordance with the performance of your duties to the Company, subject to the Company's policies with respect to expense reimbursement as in effect from time to time.

Employee Covenants Agreement: You are required, as a condition of your employment with the Company, to execute the Employee Non-Disclosure, Invention Assignment and Restrictive Covenants Agreement attached hereto as Exhibit A (the "Employee Covenants Agreement") simultaneously herewith and to comply with all its terms.

Termination: Employment with the Company is for no specific period of time. Your employment with the Company shall be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason or for no reason, with or without advance notice. If your employment is terminated for any reason, you will receive only (i) payment of any accrued and unpaid Base Salary as of such termination date, and (ii) reimbursement of business expenses incurred but not paid prior to such termination date, to the extent eligible for reimbursement in accordance with the terms of this Letter Agreement (together, the "Accrued Obligations"). Notwithstanding the foregoing, in the event your employment is terminated by the Company without "Cause" (as defined below) then, subject to your execution and delivery to the Company, and non-revocation (if applicable), of an executed waiver and release of claims in a form provided by the Company (the "Release") that becomes effective and irrevocable within sixty (60) days of your date of termination (or such shorter time period set forth in the Release), and your continued compliance with the terms and conditions of this Letter Agreement, the Employee Covenants Agreement, and the Release, you shall receive, in addition to the Accrued Obligations, the following: (i) an amount in cash equal to eighteen (18) months of your Base Salary at the rate in effect as of your date of termination, payable, less applicable withholdings and deductions, in the form of salary continuation in regular installments over eighteen (18) months, with the first of such installments to commence on the first regular payroll date following the date the Release becomes effective and irrevocable (the "Installment Payments"); (ii) payment of any Annual Bonus for the preceding fiscal year of the Company, to the extent unpaid as of the termination, in an amount equal to the amount you would have received had your employment not terminated, as determined by the Company, and payable in a lump sum within ten (10) days following the later of the date that the Annual Bonus would otherwise have been paid, had employment not terminated, and the effectiveness of the Release, but in no event later than the last day of the "short-term deferral period" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"); (iii) an amount equal to a pro-rata portion of your Annual Bonus for the fiscal year in which your termination of employment occurs, based on your number of days worked in such fiscal year through the date of termination, and based on the amount you would have received, had your employment not terminated, as determined by the Company, payable in a lump sum within ten (10) days following the later of the date that the Annual Bonus would otherwise have been paid, had employment not terminated, and the effectiveness of the Release, but in no event later than the last day of the "short-term deferral" period for purposes of Section 409A; and (iv) in the event your employment is terminated by the

Company without Cause prior to the two (2)-year anniversary of the Effective Date, fifty percent (50%) of your then-unvested RSUs shall accelerate and vest upon such termination. Notwithstanding the foregoing, to the extent necessary to avoid adverse tax consequences to you under Section 409A, in the event the maximum sixty (60) day period plus the first regular payroll date thereafter spans two calendar years, the Installment Payments shall commence on the later of the first regular payroll date of such second calendar year or the first payroll date following the effectiveness of the Release.

For purposes of this Letter Agreement, "Cause" means your (i) indictment for or conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime involving dishonesty or moral turpitude or that causes the Company or its affiliates disgrace or disrepute, or adversely affects the Company's or its affiliates' operations or financial performance or the relationship the Company or its affiliates have with their respective customers, (ii) gross negligence or willful misconduct with respect to the Company or any of its affiliates, including, without limitation fraud, embezzlement, misappropriation, theft or dishonesty (A) in the course of your employment or other service or (B) otherwise which is injurious to the Company or any of its affiliates; (iii) failure to perform at a level of effort or results commensurate with your role or responsibilities; (iv) refusal to perform any obligation or fulfill any duty (other than any duty or obligation of the type described in clause (vi) below) to the Company or its affiliates (other than due to a disability); (v) breach of any agreement with or duty owed to the Company or any of its affiliates; (vi) any breach of any obligation or duty to the Company or any of its affiliates (whether arising by statute, common law or agreement) relating to confidentiality, noncompetition, nonsolicitation or proprietary rights; (vii) any breach of any policy of the Company or its affiliates or any action that the Board determines is reasonably likely to cause the Company or its affiliates disgrace or disrepute; (viii) repeatedly (i.e., on more than one occasion) being under the influence of drugs or alcohol (other than over-the-counter or prescription medicine or other medically-related drugs to the extent they are taken in accordance with their directions or under the supervision of a physician) which interferes with the performance of your duties to the Company or any of its affiliates, or, while under the influence of such drugs or alcohol, engaging in inappropriate conduct during the performance of your duties to the Company or any of its affiliates; or (ix) engaging in any act or discrimination or harassment or any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Section 280G: If any payment, benefit or distribution of any type to you or for your benefit, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Letter Agreement or otherwise (collectively, the "Parachute Payments") could subject you to the excise tax imposed under Section 4999 of the Code (the "Excise Tax") or may not be deductible as a result of Section 280G of the Code, then the Parachute Payments shall be reduced so that the maximum amount of the Parachute Payments (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Parachute Payments to be subject to the Excise Tax or would cause the Parachute Payments to not be deductible.

Company Policies: In accordance with the Nasdaq Stock Exchange listing standards and the requirements thereunder, the Company has adopted, or may adopt from time to time, without limitation, (i) a clawback policy (the "Clawback Policy"), (ii) a Regulation Full Disclosure policy (the "Reg FD Policy"), and (iii) an insider trading policy (collectively with the Clawback Policy and Reg FD Policy, the "Policies"). You acknowledge and agree that: (i) you shall be bound by and abide by the terms of the Policies as they currently exist or may be adopted from time to time; (ii) the Policies may be amended or restated from time to time, and you shall be bound by and abide by the terms of the Policies as they may change over time; (iii) you shall cooperate and shall promptly return any incentive-based compensation that the Company determines is subject to recoupment under the Clawback Policy; and (iv) any incentive-based or other compensation paid to you under any agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement will be subject to such deductions and clawback as may be required by such law, government regulation or stock exchange listing requirement.

Other Contingencies: This offer is contingent upon (i) compliance with Federal I-9 requirements (including timely presenting suitable identification to verify your identity and legal authorization to work in the United States); and (ii) successful completion of the Company's background/reference checks.

Section 409A: The intent of the parties is that the payments and benefits under this Letter Agreement comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Letter Agreement shall be interpreted to be exempt from or in compliance therewith. Notwithstanding anything in this Letter Agreement to the contrary, any compensation or benefits payable under this Letter Agreement that is considered nonqualified deferred compensation under Section 409A and is designated under this Letter Agreement as payable upon your termination of employment shall be payable only upon your "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service"). Notwithstanding anything in this Letter Agreement to the contrary, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this Letter Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided to you prior to the earlier of (A) the expiration of the six (6)-month period measured from the date of your Separation from Service with the Company or (B) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to you (or your estate or beneficiaries), and any remaining payments due to you under this Letter Agreement shall be paid as otherwise provided herein. Your right to receive any installment payments under this Letter Agreement, including without limitation any continuation salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A.

Miscellaneous:

By signing this Letter Agreement below, you acknowledge and agree that no one at the Company has made any representation to you which differs from the terms set forth in this Letter Agreement. The terms of this Letter Agreement, together with the Employee Covenants Agreement attached as Exhibit A hereto, supersede any and all prior agreements, understandings and representations (whether written or oral) relating to the terms of your employment. No modification, amendment, supplement or waiver of the terms set forth in this Letter Agreement (or Exhibit A hereto) shall be binding unless made in writing and signed by you and the Company. For avoidance of doubt, this Letter Agreement may not be amended by any verbal communication, e-mail, text, or similar means of communication.

Your rights with respect to all amounts payable hereunder shall represent an unfunded, unsecured obligation of the Company. Any payments to you shall be paid from the general assets of the Company, and you shall have the status of an unsecured general creditor of the Company with respect to such amounts. Nothing in this Letter Agreement shall establish any trust or similar arrangement.

The Company may, without your consent, assign this Letter Agreement to any of its affiliates, successors, and assigns, and you shall not be entitled to any additional compensation. All determinations, interpretations, exercises of authority or other actions by the Company, the Board, or the Committee hereunder shall be made or taken by the Company, the Board, or the Committee, as applicable, in their sole and absolute discretion. This Letter Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

This Letter Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Texas without reference to the principles of conflicts of law of the State of Texas or any other jurisdiction that would result in application of the laws of a jurisdiction other than the State of Texas, and where applicable, the laws of the United States. Any controversy, claim or dispute arising out of or relating to this Letter Agreement or the Employee Covenants Agreement, shall be settled solely and exclusively by a binding arbitration process administered by JAMS in Dallas County, Texas. Such arbitration shall be conducted in accordance with the then-existing Employment Arbitration Rules before a sole arbitrator. The Company and you will each be responsible for their own attorneys' fees and expenses incurred in connection with any such arbitration. The decision arrived at by the arbitrator shall be binding upon all parties to the arbitration and no appeal shall lie therefrom, except as provided by the Federal Arbitration Act. These arbitration procedures are intended to be the exclusive method of resolving any claim or dispute arising out of or related to this Letter Agreement, including the applicability of this paragraph; provided, however, that any party seeking injunctive relief in connection with a breach or anticipated breach of the Letter Agreement will do so in a state or federal court of competent jurisdiction within Dallas, Texas, to which courts you hereby submit to jurisdiction and accept venue therein as

convenient. Neither an application for temporary emergency relief, nor a court's consideration of granting such relief shall (i) constitute a waiver of the right to pursue arbitration under this provision or (ii) delay the appointment of the arbitrator(s) or the progress of arbitration proceedings. You represent and warrant that you have been represented by legal counsel of your own choosing in connection with the negotiation of the terms of this Letter Agreement. Therefore, your willingness to waive your right to have California law and forum for disputes is a knowing and voluntary waiver of your rights under California Labor Law Section 925(e) and you make the selection of Texas law and forum knowingly and voluntarily. You further knowingly, voluntarily and expressly waive any and all rights to initiate, participate in, or receive money or any other form of relief from any class, collective or representative proceeding and agree each arbitration proceeding shall proceed on an individualized basis. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS LETTER AGREEMENT OR RELATED TO YOUR EMPLOYMENT OR THE TERMINATION THEREOF.

Representations:

You represent and warrant to the Company that neither your execution and delivery of this Letter Agreement nor the performance of your obligations hereunder, shall constitute a default under or a breach of any other agreement or contract to which you are a party or by which you are bound, nor shall your execution and delivery of this Letter Agreement nor the performance of your duties and obligations hereunder give rise to any claim or charge against either you or the Company based upon any other contract, or agreement to which you are a party or by which you are bound. You shall indemnify and hold harmless the Company against any and all claims that your execution and delivery of this Letter Agreement or your performance of your obligations hereunder constitutes a default under or a breach of any other agreement or contract to which you are a party or by which you are bound.

[Signature Page Follows]

To accept this offer, please countersign this Letter Agreement below and the Employee Covenants Agreement at your earliest convenience.

Sincerely,

ChronoScale Corporation

Print Name: Jerome Wong

Signature: */s/ Jerome Wong*

Title: Chief Financial Officer

Dated: 5/5/2026

Accepted:

/s/ Ying Cenly Chen
Name: Ying Cenly Chen
Dated: 4/24/2026

Exhibit A

Employee Covenants Agreement

Exhibit 16.1

May 5, 2026

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Commissioners:

We have read the statements made by ChronoScale Corporation (formerly known as Ekso Bionics Holdings, Inc.), which we understand will be filed with The Securities and Exchange Commission, pursuant to Item 4.01 of Form 8-K, as part of the Form 8-K of ChronoScale Corporation dated May 5, 2026. We agree with the statements concerning our Firm in such Form 8-K. We have no basis to agree or disagree with other statements contained therein.

Respectfully,

/s/ WithumSmith+Brown, PC
East Brunswick, New Jersey