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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

May 1, 2026

(Date of earliest event reported)

**APPLIED DIGITAL CORPORATION**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of incorporation)

**001-31968**  
(Commission  
File Number)

**95-4863690**  
(IRS Employer  
Identification No.)

**3811 Turtle Creek Boulevard, Suite 2100, Dallas, Texas**  
(Address of principal executive offices)

**75219**  
(Zip Code)

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

**N/A**  
(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))

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.

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	APLD	Nasdaq Global Select Market

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## Explanatory Note

On May 5, 2026 (the “Closing Date”), Applied Digital Corporation, a Nevada corporation (the “Company”), completed the previously announced divestiture of its cloud business pursuant to that certain Contribution and Exchange Agreement (the “Contribution and Exchange Agreement”), dated February 15, 2026, by and among Ekso Bionics Holdings, Inc. (“Ekso”), 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 the Company, and Applied Digital Cloud Corporation, a Nevada corporation, a wholly owned indirect subsidiary of the Company and a direct subsidiary of Contributor (“Cloud”). Upon the closing (the “Closing”), Contributor contributed to Ekso 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 Ekso common stock, par value \$0.001 per share (the “Ekso Common Stock”). As a result of the transaction (the “Business Combination”), Cloud became a wholly owned subsidiary of Ekso and Ekso changed its name to ChronoScale Corporation (“ChronoScale”). The Company as of the Closing (on an aggregate basis with Contributor) owns approximately 97% of the issued and outstanding equity of ChronoScale. The common stock of ChronoScale began trading on the Nasdaq Capital Market under the symbol “CHRN” on May 5, 2026.

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 1.01. Entry into a Material Definitive Agreement.**

#### ***Private Placement***

In connection with, and as a condition to Closing, on May 1, 2026, the Company entered into a securities purchase agreement (the “Securities Purchase Agreement”) with Ekso, pursuant to which Ekso agreed to sell and issue to the Company 1,311,407 shares of Ekso Common Stock (the “Private Placement Shares”). The Private Placement Shares were issued and sold at an offering price of \$12.01 per share, the closing price of Ekso 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 “Applied Parent Equity Financing”). The closing of the Applied Parent Equity Financing took place on May 5, 2026, immediately prior to the Closing. The Private Placement Shares constitute registrable securities under the Investor Rights Agreement (as defined below) 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 Ekso’s exclusive placement agent in connection with the Applied Parent Equity Financing, and in the past, has provided, directly or through its affiliates, financial advisory and other services to Ekso. As compensation for the services provided by the Placement Agent in the Applied Parent Equity Financing, the Placement Agent received a cash fee equal to 5.0% of the aggregate gross proceeds raised in the Applied Parent Equity Financing, or approximately \$0.75 million.

The Securities Purchase Agreement contains customary representations, warranties and agreements by Ekso, conditions to closing, indemnification obligations of the Company and Ekso, 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.

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### ***Management Advisory and Corporate Services Agreement***

At Closing, in connection with the Contribution and Exchange Agreement, the Company and ChronoScale entered into a Management Advisory and Corporate Services Agreement (the “Services Agreement”). Under the Services Agreement, the Company has agreed to provide ChronoScale 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 ChronoScale, including administrative and software services, and various personnel services. Under the Services Agreement, ChronoScale will pay the Company (i) an amount equal to one percent (1%) of the gross revenue of ChronoScale and its subsidiaries per quarter and (ii) fees for other corporate services provided by the Company to ChronoScale 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 the Company upon thirty (30) days written notice to ChronoScale or by either party upon an uncured material breach or upon a party’s bankruptcy or insolvency. ChronoScale has agreed to indemnify the Company for damages arising from gross negligence, willful misconduct, fraud, or breach, and the Company’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 10.3 to this Current Report and is incorporated herein by reference.

### ***Investor Rights Agreement***

#### *Designation Rights*

At the Closing, Contributor and ChronoScale 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 ChronoScale’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, ChronoScale’s Chief Executive Officer, William M. Clancy, and Scott G. Davis, the Chief Executive Officer of Ekso Bionics, Inc. (a wholly owned subsidiary of ChronoScale).

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 ChronoScale, 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 ChronoScale, 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 ChronoScale, 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 ChronoScale, 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 ChronoScale, for so long as the APLD Investors collectively beneficially own at least 25% of the aggregate outstanding voting securities of ChronoScale.

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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, ChronoScale 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 ChronoScale, 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 ChronoScale, ChronoScale 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 ChronoScale or any subsidiary, including similar transactions, 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 ChronoScale or any subsidiary;
  - make any fundamental change in the nature of ChronoScale's or any subsidiary's business or purpose;
  - relocate ChronoScale's principal office;
  - create, authorize, designate, issue or obligate ChronoScale or any subsidiary to issue any securities that are senior to the Common Stock with respect to dividends, liquidation or voting;
  - amend ChronoScale's Articles of Incorporation or 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 ChronoScale 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 ChronoScale 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 ChronoScale 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;
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- hire, appoint, terminate or materially change the compensation or duties of the Chief Executive Officer or Chief Financial Officer of ChronoScale;
- appoint, remove or change ChronoScale'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 ChronoScale 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 ChronoScale 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 ChronoScale or any subsidiary to do any of the foregoing.

#### *Preemptive Rights*

Contributor is entitled to preemptive rights for so long as it beneficially owns at least ten percent (10%) of ChronoScale's aggregate outstanding voting securities, subject to certain exemptions. When ChronoScale proposes to issue new equity securities, it must provide Contributor with written notice specifying the securities to be offered, the price, and other material terms. Within ten (10) days of receiving this notice, 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 Contributor does not subscribe for all offered securities, ChronoScale may sell the remaining securities to third parties within ninety (90) days, provided the terms are no more favorable than those initially offered to Contributor. If ChronoScale 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*

ChronoScale 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 ChronoScale obligated to convert to a Form S-3 shelf registration statement within thirty (30) days of becoming eligible. ChronoScale 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).

ChronoScale will bear all registration expenses, excluding underwriting discounts, selling commissions, and the APLD Investors' legal fees. ChronoScale 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, ChronoScale 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. ChronoScale 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 10.4 to this Current Report and incorporated by reference herein.

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## **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.

## **Item 7.01. Regulation FD Disclosure.**

On May 5, 2026, the Company issued a press release announcing the Closing. The press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information in this Current Report under Item 7.01, including the information contained in Exhibit 99.1, is being furnished to the SEC, and shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by a specific reference in such filing.

## **Forward-Looking Statements**

This Current Report on Form 8-K contains “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995 regarding, among other things, future operating and financial performance, product development, market position, business strategy and objectives and future financing plans of the Company. These statements use words, and variations of words, such as “will,” “continue,” “build,” “future,” “increase,” “drive,” “believe,” “look,” “ahead,” “confident,” “deliver,” “outlook,” “expect,” “project” and “predict.” Other examples of forward-looking statements may include, but are not limited to, (i) statements that reflect perspectives and expectations regarding lease agreements and any current or prospective data center campus development; (ii) statements about the high-performance computing (HPC) industry; (iii) statements about the cloud compute industry; (iv) statements of company plans and objectives, including but not limited to, the Company’s plans and objectives with respect to ChronoScale, as the go forward accelerated compute platform, the Company’s evolving business model, or estimates or predictions of actions by suppliers; (v) statements of future economic performance; (vi) statements of assumptions underlying other statements and statements about the Company or its business and ChronoScale and its business; and (vii) the Company’s plans to obtain future project financing. 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 and projections. These risks, uncertainties, and other factors include, among others: ChronoScale’s ability to develop its combined business as planned; the parties’ ability to successfully integrate the cloud compute business with the legacy Ekso business, the Company’s ability to complete construction of the Company’s High Power Compute (HPC) data center campuses as planned; the lead time of customer acquisition and leasing decisions and related internal approval processes; changes to artificial intelligence and HPC infrastructure needs and their impact on future plans; costs related to the HPC operations and strategy; the Company’s ability to timely deliver any services required in connection with completion of installation under lease agreements; the Company’s ability to raise additional capital to fund the ongoing datacenter construction and operations; ChronoScale’s dependence on material cloud compute customer/s; the Company’s ability to obtain financing of datacenter leases on acceptable financing terms, or at all; the Company’s dependence on principal customers, including its ability to execute and perform its obligations under its leases with key customers, including without limitation, the datacenter leases with hyperscalers; the Company’s ability to timely and successfully build new hosting facilities with the appropriate contractual margins and efficiencies; power or other supply disruptions and equipment failures; the inability to comply with regulations, developments and changes in regulations; cash flow and access to capital; availability of financing to continue to grow its business; decline in demand for the Company’s products and services or the products and services of ChronoScale; maintenance of third party relationships; and conditions in the debt and equity capital markets. A further list and description of these risks, uncertainties and other factors can be found in the Company’s most recently filed Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, including in the sections captioned “Forward-Looking Statements” and “Risk Factors,” and in the Company’s subsequent filings with the Securities and Exchange Commission (“SEC”), as well as Ekso’s definitive information statement on Schedule 14C, describing the Business Combination, filed with the SEC on April 3, 2026. Copies of these filings are available online at [www.sec.gov](http://www.sec.gov), on the Company’s website ([www.applieddigital.com](http://www.applieddigital.com)) under “Investors,” or on request from the Company. Information in this Current Report on Form 8-K is as of the dates and time periods indicated herein, and the Company does not undertake to update any of the information contained in these materials, except as required by law.

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**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits.**

<b>Exhibit</b>	<b>Description</b>
10.1†	<a href="#">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).</a>
10.2*†	<a href="#">Securities Purchase Agreement by and between ChronoScale Corporation and Applied Digital Corporation, dated May 1, 2026.</a>
10.3*^†	<a href="#">Management Advisory and Corporate Services Agreement, by and between ChronoScale Corporation and Applied Digital Corporation, dated May 5, 2026.</a>
10.4*†	<a href="#">Investor Rights Agreement, by and between ChronoScale Corporation and APLD ChronoScale HoldCo LLC, dated May 5, 2026.</a>
99.1*	<a href="#">Press Release.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Filed herewith.

† 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.

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**SIGNATURE**

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: May 5, 2026

By: /s/ Saidal Mohmand

Name: Saidal Mohmand

Title: Chief Financial Officer

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**SECURITIES PURCHASE AGREEMENT**

**dated as of May 1, 2026**

**by and among**

**Ekso Bionics Holdings, Inc.**

**and**

**the Purchaser party hereto.**

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**LIST OF EXHIBITS**

Exhibit A: Form of Selling Stockholder Questionnaire  
Exhibit B: Form of Accredited Investor Questionnaire

This **SECURITIES PURCHASE AGREEMENT** (this “Agreement”), dated as of May 1, 2026, by and between Ekso Bionics Holdings, Inc. (the “Company”), and the purchaser listed on Schedule I hereto (the “Purchaser”). Capitalized terms used herein are defined in Section 5.16 or as otherwise defined elsewhere in this Agreement, unless the context clearly indicates otherwise.

#### RECITALS:

WHEREAS, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, an aggregate of 1,311,407 shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), subject to the terms and conditions set forth in this Agreement (the “Offering”).

WHEREAS, as more fully described in the Contribution and Exchange Agreement (the “Contribution Agreement”) that the Company entered into with 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, and Applied Digital Cloud Corporation, a Nevada corporation, which at the time of the Contribution Closing (as defined below), will be a wholly owned subsidiary of Contributor, for purposes of consummating a business combination (the “Business Combination”), immediately prior to the consummation of the Business Combination (the “Contribution Closing”), the Company will file an amendment and restatement of the Company’s Articles of Incorporation to, among other things, change the name of the Company from “Ekso Bionics Holdings, Inc.” to “ChronoScale Corporation.” The Shares (as defined below) to be purchased by the Purchaser shall be Shares of the Company following the Contribution Closing.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

#### ARTICLE I

##### PURCHASE; CLOSING

1.1 Purchase; Use of Proceeds. On the terms and subject to the conditions herein, at the Closing, the Company agrees to sell and issue to Purchaser, and Purchaser agrees to purchase from the Company 1,311,407 shares of Common Stock (the “Shares”), free and clear of any Liens (other than Liens incurred by the Purchaser or restrictions arising under applicable securities Laws), at a purchase price of \$12.01 per Share (the “Per Share Price”). The aggregate purchase price for the Shares shall be equal to \$15,749,998.07 (the number of Shares multiplied by the Per Share Price) (the “Purchase Price”).

##### 1.2 Closing.

(a) The closing (“Closing”) of the acquisition by the Purchaser pursuant to this Agreement shall take place remotely via the exchange of documents and signatures by electronic means and shall be effective as of 3:01 a.m. Eastern Daylight Savings Time or such other time as the Company and Purchaser may mutually agree on the date of, and immediately prior to the Contribution Closing (the “Closing Date”).

(b) At the Closing, the Company shall deliver, or cause to be delivered, to the Purchaser the following:

(1) (i) evidence reasonably satisfactory to Purchaser of the issuance of the Shares in the name of the Purchaser by book entry on the stock ledger of the Company or on the books of the Company’s Transfer Agent, as the case may be (or, if Shares are to be represented in certificated form, a certificate representing the Shares) and (ii) all other documents, instruments and writings required to be delivered by the Company to the Purchaser pursuant to this Agreement;

(2) an opinion from Wilson Sonsini Goodrich & Rosati, Professional Corporation, counsel to the Company, dated as of the Closing Date, in form and substance satisfactory to the Purchaser;

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(3) an opinion from Ballard Spahr LLP, counsel to the Company, dated as of the Closing Date, in form and substance satisfactory to the Purchaser;

(4) a certificate, executed on behalf of the Company by its Secretary, dated as of the Closing Date, certifying the resolutions adopted by the Board of Directors of the Company (the "Board") approving the transactions contemplated by this Agreement and the issuance of the Securities, certifying the current versions of the Articles of Incorporation and Bylaws of the Company and certifying as to the signatures and authority of persons signing this Agreement and related documents on behalf of the Company; and

(5) all other documents, instruments and writings required to be delivered by the Company to the Purchaser pursuant to this Agreement.

(c) At the Closing, Purchaser shall deliver, or cause to be delivered, to the Company the following:

(1) to a bank account designated by the Company in writing, the Purchase Price by wire transfer of immediately available funds;

(2) a duly executed, valid, accurate and properly completed Internal Revenue Service Form W-9 certifying that such Purchaser is a U.S. person and that such Purchaser is not subject to backup withholding; and

(3) a duly executed, valid, accurate and properly completed Selling Stockholder Questionnaire in the form attached hereto as Exhibit A.

(d) All deliveries at the Closing will be deemed to occur simultaneously.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Company. Except as set forth in SEC Documents filed or furnished prior to the date of this Agreement (including any exhibits thereto and excluding any disclosures set forth in any risk factor section or any "forward looking statements" within the meaning of the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act), the Company represents and warrants to Purchaser, as of the date hereof (except to the extent made only as of a specified date in which case as of such date), that:

(a) Organization and Authority.

(1) The Company (i) is a corporation duly organized and validly existing under the laws of the state of Nevada, (ii) has all requisite corporate power and authority to own its properties and conduct its business as presently conducted and (iii) is duly qualified to do business and is in good standing in all jurisdictions where its ownership or leasing of property or the conduct of its business requires it to be so qualified, except, in the case of this clause (iii), where failure to be so qualified or in good standing, individually or in the aggregate, has not and would not reasonably be expected to have a Company Material Adverse Effect. True and accurate copies of the amended and restated articles of incorporation of the Company (as amended or modified from time to time prior to the date hereof, the "Articles of Incorporation") and the amended and restated by-laws of the Company (as amended or modified from time to time concurrently with or prior to the date hereof, the "Bylaws"), each as in effect, have been made available to the Purchaser prior to the date hereof.

(2) The Company owns, directly or indirectly, 100% of the outstanding equity securities of its Significant Subsidiaries (as would be deemed "significant subsidiaries" within the meaning of Rule 1-02 of Regulation S-X of the SEC) (each a "Significant Subsidiary"). Each Significant Subsidiary (i) is duly organized and validly existing under the Laws of its jurisdiction of organization, (ii) has all requisite corporate or other applicable entity power and authority to own its properties and conduct its business as presently conducted and (iii) is duly qualified to do business and is in good standing in all jurisdictions where its ownership or leasing of property or the conduct of its business requires it to be so qualified, except, in the case of this clause (ii), where failure to be so qualified or in good standing, individually or in the aggregate, has not and would not reasonably be expected to have a Company Material Adverse Effect.

(b) Capitalization.

(1) The authorized capital stock of the Company consists of 290,000,000 shares of common stock, par value \$0.001 per share (the “Common Stock”), and 10,000,000 shares of Preferred Stock. As of the close of business on March 31, 2026, (i) 3,563,381 shares of Common Stock were issued and outstanding, (ii) 93,300 shares of Common Stock were reserved for issuance under the Company’s equity incentive plans including (x) 1,033 shares reserved for future issuance, (y) 10,307 shares in respect of outstanding options (“Company Options”) and (z) 81,960 shares in respect of outstanding restricted stock units (“Company RSUs”) and (iii) 5,852 shares of Preferred Stock were issued and outstanding, consisting solely of shares of Series B Preferred Stock of the Company. Since May 1, 2026, no other shares of Common Stock or Preferred Stock have been issued, other than shares of Common Stock issued in respect of the exercise of Company Options or settlement of Company RSUs in the ordinary course of business.

(2) Except as has been waived, no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement. Except as set forth in the SEC Documents, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. Except as set forth in the SEC Documents, there are no outstanding securities or instruments of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or “phantom stock” plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and non-assessable, have been issued in compliance with all federal and state securities laws where applicable, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company’s capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company’s stockholders.

(3) All outstanding shares of Common Stock and Preferred Stock are duly authorized, validly issued, fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right. Except as set forth in Section 2.1(b)(1), the Company has not issued any securities or right to purchase securities of the Company (including any options, warrants or other rights, agreements, arrangements or commitments of any character or any securities convertible into or exchangeable for any capital stock or other Equity Interests of the Company). Except as provided in this Agreement, there are no outstanding contractual obligations of the Company or any of its Subsidiaries (i) restricting the transfer of, (ii) affecting the voting rights of, (iii) requiring the sale, issuance, repurchase, redemption or disposition of, or containing any right of first refusal with respect to, (iv) requiring the registration for sale of, or (v) granting any preemptive or antidilutive right, with respect to any shares of capital stock of, or other Equity Interests in, the Company or any of the Company Subsidiaries. The Company does not have outstanding shareholder purchase rights or “poison pill” or any similar arrangement in effect.

(4) Each outstanding share of capital stock of or other Equity Interest in each Company Subsidiary is duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights and is owned, beneficially and of record, by the Company or one or more of its wholly-owned Subsidiaries free and clear of all Liens, except, in each case, where such failure, individually or in the aggregate, has not and would not reasonably be expected to have a Company Material Adverse Effect. No bonds, debentures, notes or other indebtedness having the right to vote (or convertible into or exchangeable for, securities having the right to vote) on any matters on which the shareholders of the Company may vote are issued.

(c) Authorization.

(1) The Company has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board. This Agreement has been duly and validly executed and delivered by the Company and, assuming due authorization, execution and delivery by the Purchaser, this Agreement is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by general equity principles). No other corporate proceedings or further action by the Company, the Board or the Company's stockholders are necessary for the execution and delivery by the Company of this Agreement, the performance by it of its obligations hereunder or thereunder or the consummation by it of the transactions contemplated hereby or thereby.

(2) Neither the execution and delivery by the Company of this Agreement, the issuance and sale of the Securities nor the consummation of the transactions contemplated hereby or thereby, nor compliance by the Company with any of the provisions hereof or thereof, will (i) require notice, consent or approval pursuant to, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of any Lien upon any of the properties or assets of the Company or any Company Subsidiary under any of the terms, conditions or provisions of (A) the Articles of Incorporation or the Bylaws, charter, bylaws or other governing instrument of any Company Subsidiary or (B) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Company or any Company Subsidiary is a party or by which it may be bound, or to which the Company or any Company Subsidiary or any of the properties or assets of the Company or any Company Subsidiary may be subject, or (ii) violate any law, statute, ordinance, rule, regulation, permit, franchise or any judgment, ruling, order, writ, injunction or decree applicable to the Company or any Company Subsidiary or any of their respective properties or assets, except in the case of clauses (i)(B) and (ii) for such violations, conflicts and breaches as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(3) Other than (i) the securities or blue sky laws of the various states of the United States, (ii) the filing of one or more Forms 8-K, and (iii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities, no notice to, registration, declaration or filing with, exemption or review by, or authorization, order, consent or approval of any Governmental Entity or stock exchange, nor expiration or termination of any statutory waiting period, is necessary for the execution or delivery by the Company of this Agreement or the consummation by the Company of the transactions contemplated by this Agreement, except, in the case of any such matters arising in respect of a non-United States Governmental Entity or Law, as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(4) The Securities are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in this Agreement. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement.

(5) [Reserved].

(6) All registrations, qualifications, permits and approvals, if any, required to be obtained prior to the Closing under applicable state securities laws have been obtained for the lawful execution, delivery and performance of this Agreement, including, without limitation, the offer and sale of the Securities.

(7) No approval on the part of the stockholders of the Company is required in connection with the execution and delivery by the Company of this Agreement and the consummation of the transactions to be performed by the Company contemplated by this Agreement.

(d) Sale of Securities. Assuming the accuracy of the Purchaser's representations in Section 2.3 and its Accredited Investor Questionnaire, the form of which is attached hereto as Exhibit B, the offer and sale of the Securities is exempt from the registration and prospectus delivery requirements of the Securities Act and the rules and regulations promulgated thereunder. Neither the Company nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D as promulgated by the SEC under the Securities Act) in connection with the offer or sale of any of the Securities. Neither the Company nor its Subsidiaries nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) for the exemption from registration for the transactions contemplated hereby or would require registration of the Securities under the Securities Act.

(e) Status of Securities. The Shares to be issued pursuant to this Agreement have been or will be, duly authorized by all necessary corporate action of the Company. When issued and sold against receipt of the consideration therefor as provided in this Agreement, the Securities will be validly issued, fully paid and nonassessable, will not be subject to preemptive or similar rights of any other shareholder of the Company, and will effectively vest in the Purchaser good title to all such securities, free and clear of all Liens, except restrictions imposed by the Securities Act and any applicable state, foreign or other securities Laws.

(f) SEC Documents; Financial Statements.

(1) The Company has filed on a timely basis, all required reports, proxy statements, forms, and other documents with the SEC since January 1, 2025 (collectively, the "SEC Documents"). Each of the SEC Documents, as of its filing date complied in all material respects with the requirements of the Securities Act and the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such SEC Documents, and, except to the extent that information contained in any SEC Document has been revised or superseded by a later filed SEC Document filed and publicly available prior to the date of this Agreement, none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) of the Securities Act.

(2) The Company (i) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) that are reasonably designed to ensure that material information (both financial and non-financial) relating to the Company, including its consolidated Subsidiaries, is made known to the individuals responsible for the preparation of the Company's filings with the SEC and (ii) has disclosed, based on its most recent evaluation prior to the date of this Agreement, to the Company's outside auditors and the Board of Directors' audit committee (A) any material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

(3) There is no transaction, arrangement or other relationship between the Company and/or any of its Subsidiaries and an unconsolidated or other off-balance sheet entity that is required to be disclosed by the Company in its SEC Documents and is not so disclosed.

(4) The financial statements of the Company and its consolidated Subsidiaries included in the SEC Documents (i) complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, in each case as of the date such SEC Document was filed, and (ii) have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) applied on a consistent basis during the periods involved (except as may be indicated in such financial statements or the notes thereto) and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows of the Company and its consolidated Subsidiaries for the periods then ended (subject, in the case of unaudited quarterly statements, to the absence of footnote disclosures and normal year-end audit adjustments).

(g) Registration Statement Eligibility. The Company is eligible to register the Securities for resale by the Purchaser on Form S-3 promulgated under the Securities Act.

(h) Brokers and Finders. Except for Lake Street Capital Markets, LLC pursuant to that certain engagement letter dated on or about the date hereof, the fees and expenses of which will be paid by the Company, neither the Company nor its Subsidiaries or any of their respective officers, directors, employees or agents has employed any broker or finder or incurred any liability for any financial advisory fees, brokerage fees, commissions or finder’s fees, and no broker or finder has acted directly or indirectly for the Company in connection with this Agreement or the transactions contemplated hereby.

(i) Litigation. There is no action, suit, proceeding or investigation pending or threatened (including “cease and desist” letters or invitations to take patent license) against, nor any outstanding judgment, order, writ or decree against, the Company or any of its Subsidiaries or any of their respective assets, operations or business before or by any Governmental Entity, which individually or in the aggregate has had, or, would reasonably be expected to have (including for this purpose, assuming an adverse determination of any such matter), a Company Material Adverse Effect. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries is subject to any judgment, order or decree of any Governmental Entity.

(j) Indebtedness. Neither the Company nor any of its Subsidiaries is in default in the payment of any material indebtedness or in default under any agreement relating to its material indebtedness.

(k) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and the Company has taken no action designed to, or which, to the Company’s knowledge, is reasonably likely to, have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received as of the date of this Agreement any notification that the SEC is contemplating terminating such registration. The Company has not, in the twelve (12) months preceding the date hereof, received notice from Nasdaq that the Company is not in compliance with the listing or maintenance requirements of Nasdaq. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

(l) Taxes. The Company and each Company Subsidiary has filed all tax returns that are required to be filed or has requested extensions thereof and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except (i) for any such assessment, fine or penalty that is currently being contested in good faith or (ii) where such failure to file or pay would not have a Company Material Adverse Effect.

(m) Labor Relations. No labor problem or dispute with the employees of the Company or any Company Subsidiary exists or is threatened or, to the knowledge of the Company, imminent, which would reasonably be expected to result in a Company Material Adverse Effect.

(n) Regulatory Permits. The Company and the Company Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their businesses as described in the SEC Documents, except where the failure to possess such certificates, authorizations or permits would not reasonably be expected to result in a Company Material Adverse Effect (“Material Permits”), and neither the Company nor any Company Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(o) Intellectual Property. The Company and the Company Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their businesses as described in the SEC Documents and which the failure to so have would have a Company Material Adverse Effect (collectively, the "Intellectual Property Rights"). None of, and neither the Company nor any Company Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is reasonably expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement except as would not reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any Company Subsidiary has received, since the date of the latest consolidated financial statements included within the SEC Documents, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as would not have or reasonably be expected to have a Company Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights.

(p) FDA. As to each product subject to the jurisdiction of the U.S. Food and Drug Administration ("FDA") under the Federal Food, Drug and Cosmetic Act, as amended, and the regulations thereunder ("FDCA") that is manufactured, packaged, labeled, tested, distributed, sold, and/or marketed by the Company or any of the Company Subsidiaries (each such product, a "Pharmaceutical Product"), such Pharmaceutical Product is being manufactured, packaged, labeled, tested, distributed, sold and/or marketed by the Company in compliance with all applicable requirements under FDCA and similar laws, rules and regulations relating to registration, investigational use, premarket clearance, licensure, or application approval, good manufacturing practices, good laboratory practices, good clinical practices, product listing, quotas, labeling, advertising, record keeping and filing of reports, except where the failure to be in compliance would not have a Company Material Adverse Effect. There is no pending, completed or, to the Company's knowledge, threatened, action (including any lawsuit, arbitration, or legal or administrative or regulatory proceeding, charge, complaint, or investigation) against the Company or any of the Company Subsidiaries, and none of the Company or any of the Company Subsidiaries has received any notice, warning letter or other communication from the FDA or any other governmental entity, which (i) contests the premarket clearance, licensure, registration, or approval of, the uses of, the distribution of, the manufacturing or packaging of, the testing of, the sale of, or the labeling and promotion of any Pharmaceutical Product, (ii) withdraws its approval of, requests the recall, suspension, or seizure of, or withdraws or orders the withdrawal of advertising or sales promotional materials relating to, any Pharmaceutical Product, (iii) imposes a clinical hold on any clinical investigation by the Company or any of the Company Subsidiaries, (iv) enjoins production at any facility of the Company or any of the Company Subsidiaries, (v) enters or proposes to enter into a consent decree of permanent injunction with the Company or any of the Company Subsidiaries, or (vi) otherwise alleges any violation of any laws, rules or regulations by the Company or any of the Company Subsidiaries, and which, either individually or in the aggregate, would have a Company Material Adverse Effect. The properties, business and operations of the Company have been and are being conducted in all material respects in accordance with all applicable laws, rules and regulations of the FDA, except where the failure to be in compliance would not have a Company Material Adverse Effect. The Company has not been informed by the FDA that the FDA will prohibit the marketing, sale, license or use in the United States of any product proposed to be developed, produced or marketed by the Company nor has the FDA expressed any concern to the Company as to approving or clearing for marketing any product being developed or proposed to be developed by the Company.

(q) Cybersecurity. Except as would not, individually or in the aggregate, have a Company Material Adverse Effect, (i) the Company and the Company Subsidiary are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of the Company's or any Subsidiary's information technology and computer systems, networks, hardware, software, data (including the data of its customers, employees, suppliers, vendors and any third party data maintained by or on behalf of it), equipment or technology (collectively, "IT Systems and Data") and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification; (ii) the Company and the Company Subsidiary have implemented and maintained commercially reasonable safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and Data; and (iii) the Company and the Company Subsidiary have implemented backup and disaster recovery technology consistent with commercially reasonable industry standards and practices.

(r) Anti-Bribery and Anti-Money Laundering Laws. Each of the Company, its Subsidiaries and, to the Company's knowledge, any of their respective officers, directors, supervisors, managers, agents, or employees are and have at all times been in compliance in all material respects with and its participation in the offering will not violate: (A) anti-bribery laws, including but not limited to, any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other law, rule or regulation of similar purposes and scope or (B) anti-money laundering laws, including, but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 U.S. Code sections 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any Executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder.

(s) XBRL. The interactive data in eXtensible Business Reporting Language included in the SEC Documents fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

2.2 Absence of Changes. Since March 31, 2026, except as set forth in a subsequent SEC Document filed prior to the date hereof or as contemplated by this Agreement, there has not been any other change, development, occurrence or event that has had or would reasonably be expected to have a Company Material Adverse Effect.

2.3 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company, as of the date hereof (except to the extent made only as of a specified date in which case as of such date) that:

(a) Organization and Authority. The Purchaser (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization or formation, (ii) has all requisite corporate, limited liability company, or partnership power and authority to own its properties and assets and conduct its business as presently conducted and (iii) is duly qualified to do business and is in good standing in all jurisdictions where its ownership or leasing of property or the conduct of its business requires it to be so qualified, except, in the case of this clause (iii), where failure to be so qualified has not and would not reasonably be expected to materially and adversely affect such Purchaser's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis.

(b) Authorization.

(1) The Purchaser has the power and authority to enter into this Agreement and to carry out its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement by such Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of such Purchaser, and no further approval or authorization by any of its stockholders, partners, members or other equity owners, as the case may be, is required. This Agreement to which it is a party have been duly and validly executed and delivered by such Purchaser and assuming due authorization, execution and delivery by the Company, this Agreement is a valid and binding obligation of such Purchaser enforceable against such Purchaser in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by general equity principles). No other organizational proceedings are necessary for the execution and delivery by such Purchaser of this Agreement to which it is a party, the performance by it of its obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby.

(2) Neither the execution, delivery and performance by such Purchaser of this Agreement nor the consummation of the transactions contemplated hereby or thereby, nor compliance by such Purchaser with any of the provisions hereof or thereof, will (i) require notice, consent or approval pursuant to, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of any material Lien upon any of the properties or assets of such Purchaser under any of the terms, conditions or provisions of (A) its organizational documents or (B) obligations, agreements, covenants or conditions contained in any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which such Purchaser is a party or by which it may be bound, or to which such Purchaser or any of the properties or assets of such Purchaser may be subject, or (ii) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any law, statute, ordinance, rule or regulation, permit, concession, grant, franchise or any judgment, ruling, order, writ, injunction or decree applicable to such Purchaser or any of its properties or assets except in the case of clauses (i)(B) and (ii) for such violations, conflicts and breaches as would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or have a material adverse effect on such Purchaser's ability to fully perform its covenants and obligations under this Agreement.

(3) Other than (i) the securities or blue sky Laws of the various states and (ii) filings pursuant to Section 13 and Section 16 of the Exchange Act, no notice to, registration, declaration or filing with, exemption or review by, or authorization, order, consent or approval of, any Governmental Entity, nor expiration or termination of any statutory waiting period, is necessary for the execution, delivery and performance by the Purchaser of this Agreement or the consummation by such Purchaser of the transactions contemplated by this Agreement.

(c) Financial Capability. At the Closing, the Purchaser will have access to available funds necessary to consummate the Closing on the terms and conditions contemplated by this Agreement. Such Purchaser is not aware of any reason why the funds sufficient to fulfill its obligations under Article I (including paying of the Purchase Price) will not be available on the Closing Date.

(d) Brokers and Finders. Neither such Purchaser nor its Affiliates or any of their respective officers, directors, employees or agents has employed any broker or finder for which the Company will incur any liability for any financial advisory fees, brokerage fees, commissions or finder's fees in connection with this Agreement or the transactions contemplated hereby.

(e) Purchase for Investment. Such Purchaser is an accredited investor (as defined in Rule 501 of the Securities Act) and acknowledges that the Securities have not been registered under the Securities Act or under any state securities Laws. Such Purchaser (i) acknowledges that it is acquiring the Securities pursuant to an exemption from registration under the Securities Act solely for investment with no present intention to distribute any of the Securities to any person in violation of applicable securities Laws, (ii) that such securities are characterized as "restricted securities" under the U.S. federal securities laws and will bear the legend set forth in Section 4.2, (iii) will not sell, transfer, or otherwise dispose of any of the Securities, except in compliance with this Agreement, the Articles of Incorporation, the registration requirements or exemption provisions of the Securities Act and any other applicable securities Laws, (iv) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in the Securities and of making an informed investment decision, and (v) without prejudice to any claim of such Purchaser hereunder for breach of the Company's representations and warranties or for actual and intentional fraud, (A) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Securities, (B) has had an opportunity to discuss with management of the Company the intended business and financial affairs of the Company and to obtain information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to it or to which it had access and (C) can bear the economic risk of (1) an investment in the Securities indefinitely and (2) a total loss in respect of such investment. Such Purchaser has such knowledge and experience in business and financial matters so as to enable it to understand and evaluate the risks of and form an investment decision with respect to, its investment in the Securities and to protect its own interest in connection with such investment.

(f) Purchase Entirely for Own Account. The Securities to be received by the Purchaser hereunder will be acquired for such Purchaser's own account. Such Purchaser is not a broker-dealer registered with the SEC or an entity engaged in a business that would require it to be so registered.

(g) No General Solicitation. Assuming the accuracy of the Purchaser's representations in Section 2.3 and their Accredited Investor Questionnaires, the form of which is attached hereto as Exhibit B, neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(h) Residency. The Purchaser is an entity organized under the laws of the jurisdiction specified below its address on Schedule 1.

### ARTICLE III

#### COVENANTS

3.1 Nasdaq Listing of Shares. The Company hereby agrees to use commercially reasonable efforts to maintain the listing of the Shares on Nasdaq so long as the Common Stock remains traded on Nasdaq.

3.2 Reporting Requirements. As long as the Purchaser or any of its Affiliates holds the Securities, the Company covenants to use commercially reasonable efforts to comply with the requirements of Rule 144 under the Securities Act, as such Rule may be amended from time to time (or any similar rule or regulation hereafter adopted by the SEC) regarding the availability of current public information to the extent required to enable such Purchaser (or such Affiliates) to sell the Securities without registration under the Securities Act pursuant to Rule 144 (or any similar rule or regulation).

### ARTICLE IV

#### ADDITIONAL AGREEMENTS

4.1 Transfer Restrictions. The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Securities other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of the Purchaser, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of any such transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and the registration provisions of the Investor Rights Agreement (but solely as such relate to the registration for resale of the Securities hereunder) and shall have the rights and obligations of the Purchaser under this Agreement and the Investor Rights Agreement (but solely with respect to the registration provisions thereof as such relate to the registration for resale of the Securities hereunder).

#### 4.2 Legend.

(a) Purchaser agrees that all certificates or other instruments representing the Securities subject to this Agreement will bear a legend substantially to the following effect:

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.

THESE SECURITIES ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISPOSITION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

(b) In connection with any sale, assignment, transfer or other disposition of the Shares by the Purchaser pursuant to Rule 144, pursuant to any other exemption under the Securities Act or pursuant to sale under an effective registration statement such that the Permitted Transferee acquires freely tradable shares and upon compliance by the Purchaser with the requirements of this [Section 4.2](#), if requested by the Purchaser (or any Permitted Transferee), the Company shall cause the Transfer Agent for the Common Stock to timely remove any restrictive legends related to the book entry account holding such Shares and make a new, unlegended entry for such book entry Shares provided that the Company has received customary representations and other documentation reasonably acceptable to the Company in connection therewith. Subject to receipt by the Company of customary representations and other documentation reasonably acceptable to the Company in connection therewith (including in the case of clause (i) below, to the extent the Transfer Agent requires an opinion from counsel pursuant to clause (B) below, representations and documentation from a broker dealer acceptable to the Company as to prospective sales pursuant to such registration statement), upon the earlier of such time as the Shares (i) have been sold or transferred pursuant to an effective registration statement, (ii) have been sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) or any successor provision (without the requirement for the Company to comply with the current public information obligations of Rule 144(c)), the Company shall promptly upon any request therefor from the Purchaser accompanied by such customary and reasonably acceptable documentation referred to above (A) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry Shares, and (B) use reasonably best efforts to cause its counsel to deliver to the Transfer Agent one or more blanket opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act.

**4.3 Indemnification of Purchaser.** Subject to the provisions of this [Section 4.3](#), the Company will indemnify and hold the Purchaser and its directors, officers, shareholders, members, partners, employees, investment advisers and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners, investment advisers or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "[Purchaser Party](#)") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (i) any breach of any of the representations and warranties made by the Company in this Agreement (to the extent such representation or warranty is still in effect pursuant to the provisions of [Section 5.15](#)) or (ii) any Action instituted against the Purchaser in any capacity, or any Purchaser Party, by any stockholder of the Company who is not an Affiliate of the Purchaser seeking indemnification, with respect to any of the transactions contemplated by this Agreement (unless such Action is based upon a breach of the Purchaser's representations, warranties or covenants under this Agreement, or any agreements or understandings the Purchaser may have with any such stockholder or any violations by the Purchaser of state or federal securities Laws or any conduct by the Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance). Promptly after receipt by any such Person (the "[Indemnified Person](#)") of notice of any demand, claim or circumstances that would or may give rise to a claim or the commencement of any Proceeding or investigation in respect of which indemnity may be sought pursuant to this [Section 4.3](#), such Indemnified Person shall promptly notify the Company in writing and the Company shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Person, and shall assume the payment of all fees and expenses relating to such Proceeding or investigation; provided, however, that the failure of any Indemnified Person so to notify the Company shall not relieve the Company of its obligations hereunder except to the extent that the Company is actually and materially prejudiced by such failure to notify. In any such Proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless: (i) the Company and the Indemnified Person shall have mutually agreed to the retention of such counsel; (ii) the Company shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Person in such Proceeding; or (iii) in the reasonable judgment of counsel to such Indemnified Person, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. In the event of the circumstances described in the foregoing clause (iii), if the Indemnified Person notifies the Company in writing that such Indemnified Person elects to employ separate counsel at the expense of the Company, then the Company shall not have the right to assume the defense of such claim on behalf of such Indemnified Person. The Company shall not be liable for any settlement of any Proceeding effected without its prior written consent. Notwithstanding anything to the contrary herein, the Company shall not be liable pursuant to this [Section 4.3](#) to the extent fees or costs incurred are attributable to the Indemnified Person's breach of any of the representations, warranties, covenants or agreements made by the Purchaser in this Agreement or if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished to the Company by the Indemnified Person. Without the prior written consent of the Indemnified Person, which consent shall not be unreasonably withheld, delayed or conditioned, the Company shall not effect any settlement of any pending or threatened Proceeding in respect of which any Indemnified Person is a party, unless such settlement (i) includes an unconditional release of such Indemnified Person from all liability arising out of such Proceeding, (ii) imposes no liability or obligation on the Indemnified Person and (iii) does not include any admission of fault, culpability, wrongdoing or malfeasance by or on behalf of the Indemnified Person.

4.4 Investment Company. The Company is not, and immediately after receipt of payment for the Securities and prior to the consummation of the Business Combination will not be, required to register as an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

4.5 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that the Purchaser is an “Acquiring Person” (or similar term) under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that the Purchaser would be deemed to trigger the provisions of any such plan or arrangement by virtue of receiving the Shares.

## ARTICLE V

### MISCELLANEOUS

5.1 Expenses. Each of the Company and Purchaser shall bear its own costs and expenses.

5.2 Amendment; Waiver. No amendment or waiver of any provision of this Agreement will be effective with respect to any party unless made in writing and signed by a duly authorized officer or representative of the Company and the Purchaser. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The conditions to each party’s obligation to consummate the Closing are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Law. No waiver of any party to this Agreement will be effective unless it is in a writing signed by a duly authorized officer of the waiving party that makes express reference to the provision or provisions subject to such waiver. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

5.3 Counterparts; Electronic Transmission. This Agreement, and any amendments hereto, to the extent signed and delivered by means of an electronic transmission, including by a facsimile machine or via email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act or any state Laws based on the Uniform Electronic Transactions Act. No party hereto or to any such agreement or instrument shall raise the use of electronic transmission by a facsimile machine or via email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense. This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on each party hereto.

5.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the state of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the state of New York. Any dispute relating hereto shall be heard in any state or federal court located in Manhattan in the state of New York (each a "Chosen Court" and collectively, the "Chosen Courts"), and the parties agree to the exclusive jurisdiction and venue of the Chosen Courts. Such Persons further agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby or by any matters related to the foregoing (the "Applicable Matters") shall be brought exclusively in a Chosen Court, and that any Proceeding arising out of this Agreement or any other Applicable Matter shall be deemed to have arisen from a transaction of business in the state of New York, and each of the foregoing Persons hereby irrevocably consents to the jurisdiction of such Chosen Courts in any such Proceeding and irrevocably and unconditionally waives, to the fullest extent permitted by Law, any objection that such Person may now or hereafter have to the laying of the venue of any such suit, Action or Proceeding in any such Chosen Court or that any such Proceeding brought in any such Chosen Court has been brought in an inconvenient forum. Such Persons further covenant not to bring a Proceeding with respect to the Applicable Matters (or that could affect any Applicable Matter) other than in such Chosen Court and not to challenge or enforce in another jurisdiction a judgment of such Chosen Court. Process in any such Proceeding may be served on any Person with respect to such Applicable Matters anywhere in the world, whether within or without the jurisdiction of any such Chosen Court. Without limiting the foregoing, each such Person agrees that service of process on such party as provided in Section 5.5 shall be deemed effective service of process on such Person. AS SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

5.5 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be either personally delivered, or sent by certified mail, return receipt requested, or sent by reputable overnight courier service (charges prepaid) to the parties at the applicable address set forth below, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when delivered personally or sent by telecopier or electronic mail (provided confirmation of transmission is received), three (3) days after deposit in the U.S. mail and one (1) day after deposit with a reputable overnight courier service.

- (a) If to Purchaser, to the address set forth on the signature page hereto.
- (b) If to the Company:

Prior to the Contribution Closing:

Ekso Bionics Holdings, Inc.  
101 Glacier Point, Suite A  
San Rafael, California, 94901  
Attn: Jerome Wong  
E-Mail: [\*\*\*]

With a copy to (which shall not constitute notice):

Wilson Sonsini Goodrich Rosati, Professional Corporation  
650 Page Mill Road  
Palo Alto, CA 94304  
Attention: Mark Baudler  
E-mail: [\*\*\*]

After the Contribution Closing:

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

With a copy to (which shall not constitute notice):

Lowenstein Sandler LLP  
1251 Avenue of the Americas  
New York, NY 10020  
Attention: Steven E. Siesser, Esq.  
Email: [\*\*\*]

5.6 Entire Agreement. This Agreement (including the Exhibits hereto and the documents and instruments referred to in this Agreement), constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and transactions contemplated hereby.

5.7 Assignment. Neither this Agreement, nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of each of the parties hereto, provided, however, that (a) the Purchaser may assign its rights, interests and obligations under this Agreement, in whole or in part, to one or more Permitted Transferees, and (b) in the event of such assignment, the assignee shall agree in writing to be bound by the provisions of this Agreement, including the rights, interests and obligations so assigned; provided that no such assignment will relieve the Purchaser of its obligations hereunder prior to the Closing.

5.8 Interpretation. Wherever required by the context of this Agreement, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa, and references to any agreement, document or instrument shall be deemed to refer to such agreement, document or instrument as amended, supplemented or modified from time to time. All article, section, paragraph or clause references not attributed to a particular document shall be references to such parts of this Agreement, and all exhibit, annex, letter and schedule references not attributed to a particular document shall be references to such exhibits, annexes, letters and schedules to this Agreement. In addition, the following terms are ascribed the following meanings:

(a) the word "or" is not exclusive;

(b) the words "including," "includes," "included" and "include" are deemed to be followed by the words "without limitation";

(c) the terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision; and

(d) the term “business day” means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in New York, New York generally are authorized or required by Law or other governmental action to close.

5.9 Captions. The article, section, paragraph and clause captions herein are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof.

5.10 Severability. If any provision of this Agreement or the application thereof to any Person (including the officers and directors of the parties hereto) or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

5.11 No Third Party Beneficiaries. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any Person other than the parties hereto (and their permitted assigns), any benefit, right or remedies.

5.12 Public Announcements. Subject to each party’s disclosure obligations imposed by Law or regulation or the rules of any stock exchange upon which its securities are listed, each of the parties hereto will cooperate with each other in the development and distribution of all news releases and other public information disclosures with respect to this Agreement and any of the transactions contemplated by this Agreement, and neither the Company nor the Purchaser will make any such news release or public disclosure without first consulting all of the other parties hereto, and, in each case, also receiving the consent of the other parties (which shall not be unreasonably withheld or delayed) and each party shall coordinate with the party whose consent is required with respect to any such news release or public disclosure. Notwithstanding the foregoing, this Section 5.12 shall not apply to any press release or other public statement made by the Company or the Purchaser (a) which is consistent with prior disclosure and does not contain any information relating to the transactions that has not been previously announced or made public in accordance with the terms of this Agreement or (b) is made to its auditors, attorneys, accountants, financial advisors, limited partners or other Permitted Transferees.

5.13 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, without the necessity of posting bond or other undertaking, the parties shall be entitled to specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at Law or equity, and in the event that any Action or suit is brought in equity to enforce the provisions of this Agreement, and no party will allege, and each party hereby waives, the defense or counterclaim that there is an adequate remedy at Law.

5.14 Non-Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto, including entities that become parties hereto after the date hereof, including permitted assignees and successors, or that agree in writing for the benefit of the Company to be bound by the terms of this Agreement applicable to the Purchaser, and no former, current or future equityholders, controlling Persons, directors, officers, employees, agents or Affiliates of any party hereto or any former, current or future equityholder, controlling Person, director, officer, employee, general or limited partner, member, manager, advisor, agent or Affiliate 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 (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations made or alleged to be made in connection herewith. 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.

5.15 Survival. The representations and warranties contained herein shall survive for one year following the Closing and the delivery of the Securities.

5.16 Definitions.

(a) As used herein, the following terms have the meanings ascribed thereto below:

“Action” means any action, suit, inquiry, notice of violation, Proceeding (including any partial Proceeding such as a deposition) or investigation pending or, to the Company’s knowledge, threatened against the Company, its Subsidiaries or any of their respective properties, or any officer, director or employee of the Company or any of its Subsidiaries acting in his or her capacity as an officer, director or employee, before or by any federal, state, county, local or foreign court, arbitrator, governmental or administrative agency, regulatory authority, stock market, stock exchange or trading facility.

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with, such other Person; provided, however, that (i) portfolio companies in which any Person or any of its Affiliates has an investment shall not be deemed an Affiliate of such Person, or (ii) the Company, any of its Subsidiaries, or any of the Company’s other controlled Affiliates, in each case, will not be deemed to be Affiliates of the Purchaser for purposes of this Agreement. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) when used with respect to any Person, means the possession, directly or indirectly, of the power to cause the direction of management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Common Stock” means the common stock of the Company, par value \$0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Company Material Adverse Effect” means, with respect to the Company, any Effect that, individually or taken together with all other Effects that have occurred prior to the date of determination of the occurrence of the Company Material Adverse Effect, is or is reasonably likely to be materially adverse to the business, assets, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole; provided, however, that in no event shall any of the following individually or taken together, be deemed to constitute, or be taken into account in determining whether a Company Material Adverse Effect has occurred or is reasonably expected to occur: (i) any change in the Company’s stock price or trading volume on the Nasdaq, (ii) any failure by the Company to meet internal or analyst revenue, earnings or other financial projections or expectations for any period, (iii) any Effect that results from changes affecting the industry in which the Company operates, or the United States economy generally, or any Effect that results from changes affecting general worldwide economic or United States or global capital market conditions, (iv) any Effect caused by the announcement of the transactions contemplated by this Agreement, or the identity of the Purchaser or any of its respective Affiliates as the Purchaser in connection with the transactions contemplated by this Agreement, (v) political conditions, including acts of war or terrorism or natural disasters or any pandemic or epidemic, (vi) any action taken or omitted to be taken by the Company at the written request or with the prior written consent of the Purchaser (by the affirmative vote of the holders of a majority of the voting power of the Preferred Stock, voting as a separate class), (vii) changes in GAAP or other accounting standards (or any interpretation thereof) or (viii) changes in any Laws or other binding directives issued by any Governmental Entity or interpretations or enforcement thereof; provided, however, that (A) the exceptions in clause (i) and (ii) shall not prevent or otherwise affect a determination that any Effect underlying such change or failure has resulted in, or contributed to, a Company Material Adverse Effect or that the underlying cause of such failure (unless such underlying cause would otherwise be excluded from this definition) has resulted in, or contributed to, a Company Material Adverse Effect and (B) with respect to clauses (iii), (v), (vii) and (viii), such Effects, alone or in combination, may be deemed to constitute, or be taken into account in determining whether a Company Material Adverse Effect has occurred or would be reasonably expected to occur, but only to the extent such Effects disproportionately affect the Company and its Subsidiaries, taken as a whole, relative to other companies operating in the same industry as the Company and its Subsidiaries.

“Company Subsidiary” means any Subsidiary of the Company.

“Effect” means any change, event, effect, development or circumstance.

“Equity Interest” means any share, capital stock, partnership, limited liability company, member or similar equity interest in any Person, and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable into or for any such share, capital stock, partnership, limited liability company, member or similar equity interest.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all rules, regulations, rulings and interpretations adopted by the Internal Revenue Service or the Department of Labor thereunder.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Governmental Entity” means any court, administrative or regulatory agency or commission or other governmental or arbitral body or authority or instrumentality, including any state-controlled or owned corporation or enterprise, in each case whether federal, state, local or foreign, and any applicable industry self-regulatory organization.

“Investor Rights Agreement” means that certain Investor Rights Agreement, dated as of the Closing Date, by and between the Company and Contributor.

“Law” means any applicable federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, order, edict, decree, rule, regulation, ruling or other legally binding requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien, charge or other restriction of any kind, whether based on common law, statute or contract.

“Permitted Transferee” means, with respect to any Person, (i) any Affiliate of such Person or (ii) any successor entity of such Person.

“Person” has the meaning given to it in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

“Plan” means (i) any employee pension benefit plan (as defined in Section 3(2)(A) of ERISA) maintained for employees of the Company or of any member of a “controlled group,” as such term is defined in Section 414 of the Code, of which the Company or any of its Subsidiaries is a part, or any such employee pension benefit plan to which the Company or any of its Subsidiaries is required to contribute on behalf of its employees, and any other employee benefit plan (as defined in Section 3(3) of ERISA), whether or not subject to ERISA; or (ii) any compensation or other benefit plan, policy, program, agreement or arrangement, including any employment, change in control, bonus, equity-based compensation, retention or other similar plan, policy, program, agreement or arrangement, that the Company or any of its Subsidiaries, maintains, sponsors, is a party to, or as to which the Company or any of its Subsidiaries otherwise has any material obligation or material liability in respect of its employees; in each case, excluding any compensation or benefit arrangement maintained by a Governmental Entity.

“Preferred Stock” means the preferred stock of the Company, par value \$0.001 per share.

“Proceeding” means an Action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition).

“Shares” means the shares of Common Stock issued or issuable to the Purchaser pursuant to this Agreement.

“Securities” means the Shares.

“Stockholder” means a holder of Common Stock or Preferred Stock.

“Subsidiary” means, with respect to any Person, any corporation, partnership, joint venture, limited liability company or other entity (i) of which such Person or a Subsidiary of such Person is a general partner or (ii) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or Persons performing similar functions with respect to such Person, is directly or indirectly owned by such Person and/or one or more subsidiaries thereof.

“Trading Day” means any day on which the Trading Market is open for trading.

“Trading Market” means any of the following markets or exchanges on which the Company’s Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange (or any successors to any of the foregoing).

“Transfer” by any Person means, directly or indirectly, to (i) sell, transfer, assign, pledge, encumber, hypothecate, establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act or similarly dispose of, either voluntarily or involuntarily, any securities owned by such Person or of any interest (including any voting interest) in any securities owned by such Person, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any subject securities, for cash or otherwise.

“Transfer Agent” means Vstock Transfer, LLC, the Company’s transfer agent.

\* \* \* \* \*

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

**EKSO BIONICS HOLDINGS, INC.**

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

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**PURCHASER:**

**APPLIED DIGITAL CORPORATION**

By: */s/ Saidal Mohmand*

Name: Saidal Mohmand

Title: Chief Financial Officer

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Address for Notices:

c/o Applied Digital Corporation  
3811 Turtle Creek Blvd., Suite 2100 Dallas, TX 75219  
Attention: Saidal Mohmand  
Email: [\*\*\*]

With a copy to (which shall not constitute notice):

Lowenstein Sandler LLP  
1251 Avenue of the Americas  
New York, NY 10020  
Attention: Steven E. Siesser, Esq.  
Email: [\*\*\*]

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**SCHEDULE 1**

<b>Purchaser</b>	<b>Number of Shares</b>	<b>Purchase Price</b>
<u>APPLIED DIGITAL CORPORATION</u>		<u>\$ 15,749,998.07</u>
<b><u>TOTAL</u></b>		<b><u>\$ 15,749,998.07</u></b>

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**EXHIBIT A**

**Form of Selling Stockholder Questionnaire**

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**EXHIBIT B**

**Form of Accredited Investor Questionnaire**

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## 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.

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**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 Section 4(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 arise 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](http://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]*

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**Exhibit A**

**Services**

A-1

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**Exhibit B**

**Notices**

B-1

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**Exhibit C**

**CCPA Data Processing Addendum**

**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 to Section 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 90<sup>th</sup> 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 harmless each 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: [jwong@eksobionics.com](mailto:jwong@eksobionics.com)

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) to Section 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]*

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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 Turle Creed Blvd

Suite 2100

Dallas, Texas 75219

*[Signature Page to Investor Rights Agreement]*

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ANNEX I

**Selling Stockholder Questionnaire**

*See attached.*

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## NEWS RELEASE

**Applied Digital Completes Separation of Cloud Business, Establishing ChronoScale as Independent Public Company**

- *ChronoScale to begin trading on Nasdaq under ticker CHRN*
- *Applied Digital to retain approximately 97% ownership and invest \$15.75 million at closing*

**DALLAS — May 5, 2026** — Applied Digital Corporation (NASDAQ: APLD), a designer, builder, and operator of high-performance, sustainably engineered data centers and colocation services for artificial intelligence, cloud, networking, and blockchain workloads, today announced the closing of its previously disclosed transaction to contribute its cloud business to EKS0 Bionics Holdings, Inc. (“EKS0”). As a result, the cloud business became a wholly owned subsidiary of EKS0 and EKS0 changed its name to ChronoScale Corporation (“ChronoScale”). ChronoScale will begin trading on the Nasdaq Capital Market on Tuesday, May 5, 2026, under the ticker “CHRN” and under a new CUSIP number, 170924104.

Applied Digital was issued approximately 138 million shares of ChronoScale common stock for the contribution of its cloud business. In addition, Applied Digital invested \$15.75 million in cash in ChronoScale for an additional approximately 1.4 million shares of ChronoScale common stock priced at market in a private placement offering, which closed concurrently with the contribution transaction. Following the closing, Applied Digital owns approximately 97% of the outstanding shares of ChronoScale common stock.

Formed through this strategic combination of Applied Digital’s cloud business and EKS0, ChronoScale will operate as an accelerated compute platform purpose-built to support demanding artificial intelligence workloads designed to deliver scalable, GPU-based infrastructure optimized for AI training, inference, and high-performance computing. Focused on large-scale deployments, ChronoScale will provide dedicated compute environments engineered for performance, consistency, and long-term operational execution, with the ability to scale capacity in line with accelerating AI demand and increasing utilization across the market. In addition, the legacy EKS0 business will also continue to operate as a wholly owned subsidiary of ChronoScale.

“This transaction reflects a deliberate step in how we structure the business,” said Wes Cummins, Chairman and CEO of Applied Digital. “Our data center hosting platform is built on long-duration contracts and predictable infrastructure returns, while the cloud compute layer operates on shorter cycles with a different risk profile. We believe separating these businesses allows each to be capitalized and scaled appropriately.”

Cummins continued, “Applied Digital remains focused on delivering large-scale AI infrastructure with stable, long-term cash flows. At the same time, we believe ChronoScale is positioned to participate in the growth of the cloud compute layer, where we expect demand to continue to accelerate and capacity to remain constrained, which we expect to support strong utilization and favorable pricing dynamics. This structure is intended to allow both businesses to pursue their respective opportunities while giving investors clear exposure to each.”

The transaction comes as demand for AI infrastructure continues to increase, with cloud compute platforms experiencing rising utilization and evolving workload requirements. As a result, ChronoScale is expected to operate with greater flexibility to access capital, expand capacity, and pursue growth opportunities independently.

Lowenstein Sandler LLP acted as legal advisor to Applied Digital. Wilson Sonsini Goodrich & Rosatti LLP acted as legal advisor to EKS0, and Lake Street served as financial advisor to EKS0.

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## About Applied Digital

Applied Digital (Nasdaq: APLD) named Best Data Center in the Americas 2025 by Datacloud — designs, builds, and operates high-performance, sustainably engineered data centers and colocation services for artificial intelligence, cloud, networking, and blockchain workloads. Headquartered in Dallas, TX, and founded in 2021, the company combines hyperscale expertise, proprietary waterless cooling, and rapid deployment capabilities to deliver secure, scalable compute at industry-leading speed and efficiency, while creating economic opportunities in underserved communities through its award-winning Polaris Forge AI Factory model.

Learn more at [applieddigital.com](https://www.applieddigital.com) or follow @APLDdigital on X and LinkedIn.

## Forward-Looking Statements

This press release contains “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995 regarding, among other things, future operating and financial performance, product development, market position, business strategy and objectives and future financing plans. These statements use words, and variations of words, such as “will,” “continue,” “build,” “future,” “increase,” “drive,” “believe,” “look,” “ahead,” “confident,” “deliver,” “outlook,” “expect,” “project” and “predict.” Other examples of forward-looking statements may include, but are not limited to, (i) statements that reflect perspectives and expectations regarding lease agreements and any current or prospective data center campus development; (ii) statements about the high-performance computing (HPC) industry; (iii) statements about the cloud compute industry; (iv) statements of company plans and objectives, including but not limited to, the Company’s plans and objectives with respect to ChronoScale, as the go forward accelerated compute platform, the Company’s evolving business model, or estimates or predictions of actions by suppliers; (iv) statements of future economic performance; (v) statements of assumptions underlying other statements and statements about the Company or its business and ChronoScale and its business; and (vi) the Company’s plans to obtain future project financing. 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 and projections. These risks, uncertainties, and other factors include, among others: ChronoScale’s ability to develop its combined business as planned; the parties’ ability to successfully integrate the cloud compute business with the legacy Ekso business, the Company’s ability to complete construction of the Company’s High Power Compute (HPC) data center campuses as planned; the lead time of customer acquisition and leasing decisions and related internal approval processes; changes to artificial intelligence and HPC infrastructure needs and their impact on future plans; costs related to the HPC operations and strategy; the Company’s ability to timely deliver any services required in connection with completion of installation under lease agreements; the Company’s ability to raise additional capital to fund the ongoing datacenter construction and operations; ChronoScale’s dependence on material cloud compute customer/s; the Company’s ability to obtain financing of datacenter leases on acceptable financing terms, or at all; the Company’s dependence on principal customers, including its ability to execute and perform its obligations under its leases with key customers, including without limitation, the datacenter leases with hyperscalers; the Company’s ability to timely and successfully build new hosting facilities with the appropriate contractual margins and efficiencies; power or other supply disruptions and equipment failures; the inability to comply with regulations, developments and changes in regulations; cash flow and access to capital; availability of financing to continue to grow its business; decline in demand for the Company’s products and services or the products and services of ChronoScale; maintenance of third party relationships; and conditions in the debt and equity capital markets. A further list and description of these risks, uncertainties and other factors can be found in the company’s most recently filed Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, including in the sections captioned “Forward-Looking Statements” and “Risk Factors,” and in the Company’s subsequent filings with the Securities and Exchange Commission (“SEC”), as well as EKSO’s definitive information statement on Schedule 14C, describing the contribution transaction, filed with the SEC on April 3, 2026. Copies of these filings are available online at [www.sec.gov](http://www.sec.gov), on the company’s website ([www.applieddigital.com](http://www.applieddigital.com)) under “Investors,” or on request from the company. Information in this release is as of the dates and time periods indicated herein, and the company does not undertake to update any of the information contained in these materials, except as required by law.

## Media Contact

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## Investor Relations Contacts

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