

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 OR 15(d)  
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **February 9, 2026**

**DNA X, Inc.**

(Exact name of registrant as specified in its charter)

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

**001-38907**  
(Commission  
File Number)

**94-3336783**  
(IRS Employer  
Identification No.)

**4445 Eastgate Mall, Suite 200,  
San Diego, CA 92121**  
(Address of principal executive offices, including Zip Code)

**(650) 378-8100**  
(Registrant's telephone number, including area code)

**Not applicable**  
(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each Class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	SONM	The Nasdaq Stock Market LLC (Nasdaq Capital Market)

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

Emerging growth company

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

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

*Appointment of Acting CEO*

Effective February 9, 2026, Mike Mulica, executive chairman of DNA X, Inc. (formerly, Sonim Technologies, Inc.), a Delaware corporation (the "Company"), was appointed as the Company's acting chief executive officer and, accordingly, was designated as the Company's principal executive officer.

Mr. Mulica, 62, has held various roles at the Company since April 2021, most recently as its executive chairman as of October 16, 2025. Biographical information for Mr. Mulica can be found on page 13 of the Company's definitive proxy statement filed with the Securities and Exchange Commission on [June 18, 2025](#), and is incorporated herein by reference.

There are no arrangements or understandings between Mr. Mulica and any other person pursuant to which he was appointed. Mr. Mulica does not have any family relationship with any director or other executive officer of the Company or any person nominated or chosen by the Company to become a director or executive officer, and there are no transactions in which Mr. Mulica has an interest requiring disclosure under Item 404(a) of Regulation S-K.

*CEO Employment Agreement*

In connection with his appointment as acting chief executive officer, the Company, following the approval of the compensation committee of the Company's board of directors, (i) increased Mr. Mulica's annual base salary to \$450,000, effective January 30, 2026; (ii) granted 50,000 restricted stock units ("RSUs") vesting in equal monthly installments over a one-year period, subject to continued service; and (iii) agreed that, following a termination of employment, if Mr. Mulica is eligible for and timely elects

continuation coverage under COBRA, the Company will reimburse COBRA premiums for up to twelve (12) months, subject to customary early-termination conditions (including eligibility for substantially similar coverage from another source), as set forth in the first amendment to Mr. Mulica's employment agreement (the "CEO Amendment").

*CFO Employment Agreement*

On February 9, 2026, the Company and Clay Crolius, the Company's Chief Financial Officer, entered into a second amendment to Mr. Crolius's employment agreement, dated December 8, 2023 (the "CFO Amendment"). The CFO Amendment, among other things, provides: (i) that the completion of the Company's previously announced asset sale on January 23, 2026 constitutes a triggering event under Mr. Crolius's employment agreement; (ii) for a grant of 35,000 RSUs, vesting in equal monthly installments over a one-year period, subject to continued service; and (iii) that, following a termination of employment, if Mr. Crolius is eligible for and timely elects continuation coverage under COBRA, the Company will reimburse COBRA premiums for up to six (6) months, subject to customary early-termination conditions (including eligibility for substantially similar coverage from another source).

The foregoing descriptions of the CEO Amendment and the CFO Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the CEO Amendment and the CFO Amendment, copies of which are filed as Exhibit 10.1 and Exhibit 10.2 hereto, respectively, and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">First Amendment to Employment Agreement of Mike Mulica, dated as of February 9, 2026</a>
10.2	<a href="#">Second Amendment to Employment Agreement of Clay Crolius, dated as of February 9, 2026</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

DNA X, INC.

Date: February 10, 2026

By: /s/ Clay Crolius  
Name: Clay Crolius  
Title: Chief Financial Officer

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This first amendment to employment agreement (the "Amendment") is made and entered into as of February 9, 2026, by and between **DNA X, Inc.** (formerly known as Sonim Technologies, Inc.), a Delaware corporation, (the "Company"), and **Michael Mulica** ("Executive" and, together with the Company, the "Parties").

**WHEREAS**, the Company and Executive previously entered into an Employment Agreement, dated as of October 16, 2025 (the "Agreement"); and

**WHEREAS**, the Company and Executive desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Agreement.
2. **Title.** Section 2.A.(i) of the Agreement is hereby amended and restated in its entirety to read as follows:
  - (i) "During the Term, the Executive shall serve as the Company's Acting Chief Executive Officer (the "Position"), reporting to the Board of directors of the Company (the "Board"), and shall perform such duties and have such responsibilities and authority as are assigned to the Executive by the Board."
3. **Base Salary.** Section 2.A.(ii) of the Agreement is hereby amended and restated in its entirety to read as follows:
  - (ii) "Retroactively, as of January 30, 2026, for the additional executive role, the Company shall pay the Executive an annual rate base salary of \$450,000 in periodic installments in accordance with the Company's customary payroll practices, but no less frequently than monthly (the "Base Salary")."
4. **RSU Award.** The Agreement is hereby amended to add the following as new Section 2.B.(iii):
  - (iii) "**RSU Award.** Upon execution of this Amendment, the Executive shall be awarded 50,000 restricted stock units ("RSUs") under the Sonim Technologies, Inc. 2019 Equity Incentive Plan or any successor plan (the "EIP") (the "**2026 RSU Award**"). Subject to the terms of the EIP and the applicable award agreement, the 2026 RSU Award shall vest in equal monthly installments over a one-year period, with the first installment vesting on the one-month anniversary of the grant date and each subsequent installment vesting on each monthly anniversary thereafter, subject to the Executive's continued service through each applicable vesting date."
5. **COBRA Benefits.** Section 4(a) of the Agreement is hereby amended to add the following as new subsection (v) at the end thereof:
  - (v) if Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall reimburse Executive for the monthly COBRA premium paid by Executive for Executive and Executive's dependents. Such reimbursement shall be paid to Executive on the first (1st) of the month immediately following the month in which Executive timely remits the premium payment. Executive shall be eligible to receive such reimbursement until the earliest of: (i) the twelve (12) month anniversary of the Date of Termination; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive substantially similar coverage from another employer or other source.
6. **No Other Amendments.** This Amendment does not supersede the terms and conditions of the Employment Agreement, except to the extent expressly described herein.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment on the day and year first above written.

**DNA X, Inc.**

/s/ Clay Crolius

Name: Clay Crolius

Title: Chief Financial Officer

/s/ Michael Mulica

Michael Mulica

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This second amendment to employment agreement (the "Amendment") is made and entered into as of February 9, 2026, by and between **DNA X, Inc.** (formerly known as Sonim Technologies, Inc.), a Delaware corporation, (the "Company"), and **Clay Crolius** ("Executive" and, together with the Company, the "Parties").

**WHEREAS**, the Company and Executive entered into an Employment Agreement, dated as of December 8, 2023, as amended by that certain First Amendment to Employment Agreement, dated as of April 15, 2025 (as amended, the "Agreement");

**WHEREAS**, the Company completed on January 23, 2026, the previously announced sale of substantially all of its assets related to the enterprise 5G solutions business (the "Asset Sale"), as described in the Company's Current Report on Form 8-K filed January 27, 2026; and

**WHEREAS**, the Company and Executive desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Agreement.
2. **Acknowledgement of Triggering Event.** Sonim and Executive acknowledge and agree that the completion of the Asset Sale constitutes a Change in Control for purposes of the Agreement.
3. **RSU Award.** The Agreement is hereby amended to add the following as a new Section 2(d):
  - (d) "**RSU Award.** Upon execution of this Amendment, the Executive shall be awarded 35,000 restricted stock units ("RSUs") under the Sonim Technologies, Inc. 2019 Equity Incentive Plan or any successor plan (the "EIP") (the "**2026 RSU Award**"). Subject to the terms of the EIP and the applicable award agreement, the 2026 RSU Award shall vest in equal monthly installments over a one-year period, with the first installment vesting on the one-month anniversary of the grant date and each subsequent installment vesting on each monthly anniversary thereafter, subject to the Executive's continued service through each applicable vesting date."
4. **COBRA Benefits.** The Agreement is hereby amended to add the following as a new Section 9(b), and existing Section 9 shall be redesignated as Section 9(a):
  - (b) if Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall reimburse Executive for the monthly COBRA premium paid by Executive for Executive and Executive's dependents. Such reimbursement shall be paid to Executive on the first (1st) of the month immediately following the month in which Executive timely remits the premium payment. Executive shall be eligible to receive such reimbursement until the earliest of: (i) the six (6) month anniversary of the Date of Termination; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive substantially similar coverage from another employer or other source.
5. **No Other Amendments.** This Amendment does not supersede the terms and conditions of the Employment Agreement, except to the extent expressly described herein.

*(The remainder of this page is intentionally left blank.)*

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the day and year first above written.

**DNA X, Inc.**

*/s/ Michael Mulica*

Name: Michael Mulica

Title: Acting CEO

*/s/ Clay Crolius*

Clay Crolius