

**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 15, 2023**

**AUGMEDIX, INC.**  
(Exact name of registrant as specified in its charter)

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

**001-40890**  
(Commission File Number)

**83-3299164**  
(I.R.S. Employer  
Identification No.)

**111 Sutter Street, Suite 1300, San Francisco, California 94104**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (888) 669-4885**

**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))

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.0001 par value per share	AUGX	The Nasdaq Stock Market LLC

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 1.01. Entry into a Material Definitive Agreement**

On February 15, 2023, Augmedix Operating Corp., f/k/a Augmedix, Inc., a Delaware corporation (the “*Company*”), entered into a Ninth Amendment to the Master Services Agreement (the “*Ninth Amendment*”) with Sutter Health, a California nonprofit public benefit corporation (the “*Customer*”). The Ninth Amendment amends the Master Services Agreement, dated April 15, 2015, by and between the Company and the Customer (the “*MSA*”), to, among other things, provide for a discount on the Company’s service fees if the Customer achieves certain growth milestones.

A copy of the Ninth Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of Ninth Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of Ninth Amendment.

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

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1*	<a href="#">Ninth Amendment to the Master Service Agreement by and between Augmedix Operating Corp., f/k/a Augmedix, Inc. and Sutter Health, dated February 15, 2023.</a>
104	Cover Page Interactive Data File--the cover page XBRL tags are embedded within the Inline XBRL document.

\* Portions of this exhibit (indicated by asterisks) have been omitted in accordance with the rules of the SEC.

**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.

**AUGMEDIX, INC.**

Dated: February 21, 2023

By: /s/ Paul Ginocchio  
Paul Ginocchio  
Chief Financial Officer

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO AUGMEDIX, INC. IF PUBLICLY DISCLOSED.

**SUTTER HEALTH  
NINTH AMENDMENT TO THE MASTER SERVICES AGREEMENT**

This Ninth Amendment (the “**Amendment**”) is entered into as of February 15, 2023 (the “**Effective Date**”) by and between **SUTTER HEALTH**, a California nonprofit public benefit corporation, having a principal place of business at 2200 River Plaza Drive, Sacramento, CA, 95833 (“**Customer**”), and **AUGMEDIX OPERATING CORP. F/K/A AUGMEDIX, INC.**, a Delaware corporation, having its principal place of business at 111 Sutter Street, Suite 1300, San Francisco, CA 94104 (“**Supplier**” or “**Augmedix**”). All capitalized terms used in this Amendment and not defined herein shall have the meaning assigned to such terms in the Agreement.

**RECITALS**

**WHEREAS**, Customer and Supplier entered into an agreement dated April 15, 2015 under which Supplier agreed to provide remote Scribe Services (the “**Agreement**”).

**WHEREAS**, Customer now desires to amend the Agreement in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the promises and mutual obligations and undertakings set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**1. Meaningful Growth Discount; Authorized User Minimum.**

- a. **Net New Authorized Users.** Subject to subsection c below, during the Term, Augmedix will apply a [\*\*\*]% discount on Service Fees set forth in Section 3.2 of Exhibit A for each “Net New Authorized User” of the Augmedix Solution, provided that Customer achieves certain growth milestones, as specified in the table below (“**Growth Discount**”). A “Net New Authorized User” is an Authorized User who is contracted on or after November 17, 2022 and does not replace a previously contracted Authorized User. An Authorized User is considered contracted upon execution of a Service Order identifying the Authorized User and his/her associated billing tier. In the event Customer does not achieve each growth milestone by the applicable deadline, Augmedix reserves the right to, on a going forward basis, return the Net New Authorized Users to the standard pricing set forth in Section 3.2 of Exhibit A upon written notice.

<b>Meaningful Growth Discounts</b>		
<u>Growth Milestone – Net New Authorized Users</u>	<u>Deadline</u>	<u>Discount</u>
[***]	[***]	[***]% Discount on Service Fees
[***]	[***]	
[***]	[***]	

- b. **Current and Other Future Users** Subject to subsection c below, and provided that Customer achieves each growth milestone by the applicable deadline, during the Term, Augmedix will, effective April 1, 2023, apply the [\*\*\*]% Growth Discount on Service Fees set forth in Section 3.2 of Exhibit A for all Authorized Users, including, for the avoidance of doubt, Authorized Users contracted prior to November 17, 2022. In the event Customer does not achieve each growth milestone by the applicable deadline, Augmedix reserves the right to, on a going forward basis, return all Authorized Users to the standard pricing set forth in Section 3.2 of Exhibit A upon written notice.

- c. **Authorized User Minimum.** After June 1, 2023, Customer shall maintain a minimum of [\*\*\*] total Authorized Users of the Augmedix Solution (“**Discount Threshold**”) in order to retain its [\*\*\*]% Growth Discount. If the number of Authorized Users thereafter falls below the Discount Threshold for a period of [\*\*\*] or more, Augmedix reserves the right to, on a going forward basis, return all Authorized Users to the standard pricing set forth in Section 3.2 of Exhibit A upon written notice.
- d. In the event that Sutter fulfills its obligations by achieving each growth milestone set forth in Section 1.a above, but Augmedix is unable to fulfill its obligation to provide a sufficient number of Scribes to service Sutter’s Authorized Users, Augmedix shall continue to apply the a [\*\*\*]% discount on Service Fees despite Sutter’s inability to activate the number of Authorized User’s contemplated herein.

- 2. **No Other Changes.** Except as set forth in this Amendment, no other modifications are being made, and all remaining provisions of the Agreement shall remain in full force and effect. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Agreement.

- 3. **Execution.** By their respective signatures and execution dates, below, each of the following represents that he or she is duly authorized to execute this Agreement and to bind the party on whose behalf such execution is made.

**SUTTER HEALTH:**

By: /s/ Jennifer Carlson  
 Name: Jennifer Carlson  
 Title: Sr. Director, Supply Chain Services  
 Date: 2/15/2023

**AUGMEDIX OPERATING CORP. F/K/A  
AUGMEDIX, INC.:**

By: /s/ Manny Krakaris  
 Name: Manny Krakaris  
 Title: CEO  
 Date: 2/14/2023