

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): July 11, 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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 July 11, 2023 (the “*Effective Date*”), Augmedix Operating Corp., a Delaware corporation (the “*Company*”), and subsidiary of Augmedix, Inc., entered into a Fourth Omnibus Amendment (the “*Amendment*”) with Dignity Health (“*DH*”), Dignity Health Medical Foundation (“*DHMF*”), and Pacific Central Coast Health Centers (“*PHC*”) and, together with the DH and DHMF, the “*Clients*”) to amend the statements of work (the “*SOWs*”) previously entered into between the Company and each of DH, DHMF and PHC pursuant to a Services Agreement, dated September 1, 2015, by and between the Company and CommonSpirit Health (f/k/a Catholic Health Initiative) (“*CommonSpirit*”), as successor-in-interest to Dignity Health (the “*Agreement*”). The Amendment extends the term of the SOWs through September 30, 2023, memorializes the intent of the Company and CommonSpirit to negotiate in good faith a new enterprise-wide agreement, and amends the fees to be charged by the Company to the Clients for the use of the Company’s services under the Agreement.

A copy of the 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 the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	Fourth Omnibus Amendment, entered into on July 11, 2023, by and among Augmedix Operating Corp. f/k/a Augmedix, Inc., Dignity Health, Dignity Health Medical Foundation, and Pacific Central Coast Health Centers.
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.

Dated: July 14, 2023

AUGMEDIX, INC.

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.

FOURTH OMNIBUS AMENDMENT

This Fourth Omnibus Amendment (“**Fourth Omnibus Amendment**”) is made and entered into as of July 1, 2023 (“**Amendment Effective Date**”), by and between, on the one hand, Augmedix Operating Corp. f/k/a Augmedix, Inc. (“**Augmedix**”) and, on the other hand, Dignity Health (“**DH**”), Dignity Health Medical Foundation (“**DHMF**”), and Pacific Central Coast Health Centers (“**PHC**” and, together with the **DH** and **DHMF**, the “**Client**”), and amends:

- (1) That certain Amended and Restated Statement of Work, dated January 24, 2019, as amended, by and between **DH** and **Augmedix** (the “**DH-SOW No. 1**”); and
- (2) That certain Statement of Work No. 2, dated March 2, 2020, as amended, by and between **DH** and **Augmedix** (the “**DH-SOW No. 2**”); and
- (3) That certain Statement of Work, dated July 3, 2016, as amended, by and between **DHMF** and **Augmedix** (the “**DHMF-SOW**”);
- (4) That certain Augmedix Notes - Statement of Work No. 2, dated March 15, 2023, by and between **DHMF** and **Augmedix** (the “**DHMF-SOW No. 2**”); and
- (5) That certain Statement of Work, dated January 26, 2016, as amended, by and between **PHC** and **Augmedix** (the “**PHC-SOW**” and, together with the **DH-SOW No. 1**, **DH-SOW No. 2**, and **DHMF-SOW**, the “**Dignity SOW(s)**”).

WHEREAS, Dignity Health (for itself and on behalf of its affiliates) and Augmedix entered into that certain Services Agreement, dated September 1, 2015 (the “**Agreement**”).

WHEREAS, Dignity Health has affiliated with Catholic Health Initiatives, which has been renamed CommonSpirit Health (f/k/a Catholic Health Initiative), a Colorado non-profit corporation (“**CommonSpirit**”), and become the parent company of Dignity Health; and

WHEREAS, CommonSpirit Health, Dignity Health, and Augmedix agreed to assign the Agreement to CommonSpirit Health, effective October 20, 2022, so that CommonSpirit and its affiliates may order products, services, and subscriptions from Augmedix through the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises between the parties, the sufficiency of which each party hereby acknowledges, the Dignity SOWs are hereby amended as follows:

1. Term. Notwithstanding anything to the contrary in the Dignity SOWs, this Fourth Omnibus Amendment extends the Term of the Dignity SOWs through and including September 30, 2023, unless earlier terminated in accordance with the Agreement.

2. CommonSpirit Enterprise Agreement. Notwithstanding the extension of the Dignity SOWs through and including September 30, 2023, the parties acknowledge that Augmedix and CommonSpirit intend to discuss and negotiate in good faith the terms and conditions of a new enterprise wide CommonSpirit agreement for the provision of the Services to its member organizations. Upon execution of a definitive enterprise agreement between Augmedix and CommonSpirit, the Agreement and associated Dignity SOWs shall terminate and the enterprise agreement between Augmedix and CommonSpirit will govern Augmedix’s provision of the Services to all CommonSpirit member organizations, including DH, DHMF and PHC.

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3. Fees. Notwithstanding anything to the contrary in the Dignity SOWs, Fees will be charged and assessed for Authorized Users as follows:

- (1) Augmedix Solution/Augmedix Live. For each Authorized User, Client will be billed a base monthly non-refundable fee for use of the Augmedix Solution (*also known as “Augmedix Live”*), as determined by (i) the Authorized User’s Daily Schedule and anticipated monthly Scribe Service hour usage (e.g., up to 100 Scribe Service hours per month), and (ii) an hourly rate of [***] per Scribe Service hour (“**Base Plan**”). Scribe Service hours exceeding an Authorized Users Base Plan (“**Overages**”) may be billed at the rate of [***] per Scribe Service Hour.

Augmedix reserves the right to reset an Authorized User’s Base Plan based upon material changes to the Daily Schedule and/or actual monthly usage upon [***] written notice to Client. Client may request changes to an Authorized User’s Base Plan due to changes to Daily Schedules and/or anticipated monthly usage by providing [***] written notice to Augmedix.

- (2) Augmedix Notes.

- a. Subscription Fees. For each Authorized User, Client will be billed a monthly non-refundable fee for use of Augmedix Notes, as determined by (i) the Authorized User’s scheduled monthly Clinic Hours, and (ii) an hourly rate of [***] per Clinic Hour. “Clinic Hour” means an hour that an Authorized User is scheduled to be in clinic providing patient care.
- b. Volume Discounts. For Augmedix Notes, Augmedix will apply volume-based discounts, as specified in the table below (“**Volume Discount**”), upon Customer attaining and maintaining a specified number of Augmedix Notes Authorized Users in service (“**Volume Discount Threshold(s)**”). The Volume Discounts will be applied on a going-forward basis upon achieving and maintaining the applicable Volume Discount Threshold. For each Volume Discount Threshold, if the number of Augmedix Live and/or Notes Authorized Users thereafter falls below the applicable Volume Discount Threshold for a period of [***] or more, Augmedix Authorized Users will, on a going forward basis, return to the standard Augmedix Notes pricing or the pricing associated with the applicable Volume Discount Thresholds. The Volume Discount Threshold shall be evaluated and reported by Augmedix to Customer quarterly.

Volume Discount Threshold:

Augmedix Notes Authorized Users in Service

[***]
[***]
[***]

Volume Discount

[***] discount of monthly Subscription Fees
[***] discount of monthly Subscription Fees
[***] discount of monthly Subscription Fees

4. General. Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Dignity SOWs and the Agreement. This Fourth Omnibus Amendment is hereby incorporated into the Dignity SOWs by reference. Except as expressly amended herein, all other terms of the Dignity SOWs are hereby confirmed and remain in full force and effect. To the extent that there is any conflict between the terms of this Fourth Omnibus Amendment and those of the Agreement or the Dignity SOWs, the terms of this Fourth Omnibus Amendment shall control. This Fourth Omnibus Amendment may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties and any full and complete copy thereof shall constitute an original. When signed in pen ink, such documents may be delivered by facsimile transmission or by scanned email attachment, and said copies shall be treated in all respects as original.

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AGREED AND ACCEPTED

DIGNITY HEALTH

By /s/ Kelley Moore
Name Kelley Moore
Title System VP, SSRM Sourcing

Date June 27, 2023

AUGMEDIX OPERATING CORP. F/K/A AUGEDIX INC.

By /s/ Manny Krakaris
Name Manny Krakaris
Title CEO

Date June 27, 2023

DIGNITY HEALTH MEDICAL FOUNDATION

By /s/ Kelley Moore
Name Kelley Moore
Title System VP, SSRM Sourcing

Date June 27, 2023

PACIFIC CENTRAL COAST HEALTH CENTERS

By /s/ Kelley Moore
Name Kelley Moore
Title System VP, SSRM Sourcing

Date July 11, 2023