

**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): April 15, 2024**

**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 April 15, 2024 (the "**Effective Date**"), Augmedix Operating Corp., f/k/a Augmedix, Inc., a Delaware corporation (the "**Company**"), entered into the Tenth Amendment to the Master Services Agreement (the "**Tenth Amendment**") with Sutter Health, a California nonprofit public benefit corporation (the "**Customer**"). The Tenth Amendment amends the Master Services Agreement, dated April 15, 2015, by and between the Company and the Customer (the "**MSA**"), to, among other things, extend the expiration date of the MSA to April 14, 2026, increase the threshold for the Customer to retain its discount on the Company's service fees based on the Customer achieving certain growth milestones and set a service level agreement with respect to quality of services provided by the Company.

On the Effective Date, the Company also entered into Amendment 1 to Statement of Work No. 3 (the "**SOW Amendment**") with the Customer, pursuant to the MSA, as amended. The SOW Amendment amends the Statement of Work No. 3, dated January 9, 2023, by and between the Company and the Customer (the "**SOW No.3**"), to, among other things, extend the expiration of the SOW No.3 to April 14, 2026 and to increase the number of electronic health records coordinators provided by the Company to the Customer from two (2) to three (3).

Copies of the Tenth Amendment and SOW Amendment are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference. The foregoing description of Tenth Amendment and SOW Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of Tenth Amendment and SOW Amendment.

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

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
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10.1*	<a href="#">Tenth Amendment to the Master Service Agreement by and between Augmedix Operating Corp., f/k/a Augmedix, Inc. and Sutter Health, dated April 15, 2024.</a>
10.2*	<a href="#">Amendment 1 to Statement of Work No.3, dated April 15, 2024, by and between Augmedix Operating Corp. f/k/a Augmedix, Inc. and Sutter Health</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.

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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.

**AUGMEDIX, INC.**

Dated: April 18, 2024

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

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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

TENTH AMENDMENT TO THE MASTER SERVICES AGREEMENT

This Tenth Amendment to the Master Services Agreement (the "Amendment") is entered into as of April 15, 2024 (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").

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. Master Services Agreement – Section III.A (Renewal Term) The parties agree to extend the expiration date of the Agreement to April 14, 2026.
2. Master Services Agreement - Exhibit A, Section 3.2 (Service Fees). The Service Fees set forth in the existing Agreement shall [\*\*\*]. Except as otherwise set forth in the Agreement, there will be no other charges or fees without the prior written approval of the Customer and Supplier.
3. Ninth Amendment to Master Services Agreement - (Authorized User Minimum). The parties agree to increase the Discount Threshold necessary for the Customer to retain its [\*\*\*] Growth Discount from [\*\*\*] total Authorized Users in service to [\*\*\*] total Authorized Users in service.

- 4. Performance SLA. Supplier shall ensure the quality of the Augmedix Solution and provide quarterly reports measuring the percentage of Customer's Authorized Users with open quality issues. In the event Augmedix does not maintain the service level targets set forth in the table below, Augmedix shall take prompt remedial action to address the service deficiencies and provide Customer with a remediation plan to restore the Services to the applicable service level target:

Table with 2 columns: Service Level, Attainment Level. Rows include Primary Scribe Quality Issues, Back-up Scribe Quality Issues, and Primary Scribe Transition Quality Issues, all with [\*\*\*] in the Attainment Level column.

- 5. 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.
6. Execution. By their respective signatures and execution dates below, each of the following represents that he or she is duly authorized to execute this Amendment and to bind the party on whose behalf such execution is made.

SUTTER HEALTH:

By: /s/ Timothy Miller
Name: Timothy Miller
Title: VP Supply Chain
Date: 4/15/2024

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

By: /s/ Manny Krakaris
Name: Manny Krakaris
Title: CEO
Date: 4/15/2024

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.

**AMENDMENT 1 TO STATEMENT OF WORK  
STATEMENT OF WORK NO. 3 FOR [\*\*\*] STAFF AUGMENTATION  
SUTTER BAY MEDICAL FOUNDATION**

This Amendment 1 to the Statement of Work dated January 9, 2023 (the "SOW"), effective April 15, 2024 (the "Effective Date"), is pursuant to and governed by the terms of the Master Services Agreement entered on April 15, 2015, between SUTTER HEALTH ("Customer" or "Sutter") and AUGMEDIX OPERATING CORP. F/K/A AUGMEDIX, INC. ("Supplier" or "Augmedix").

**1. Time Period:**

The parties agree to extend the expiration date of the Statement of Work No. 3 For [\*\*\*] Staff Augmentation to **April 14, 2026**.

**2. STATEMENT OF WORK NO. 3 FOR [\*\*\*] STAFF AUGMENTATION, SUTTER BAY MEDICAL FOUNDATION, Section 1 (INTRODUCTION/BACKGROUND)** is hereby deleted and replaced with the following:

"Supplier shall provide the following [\*\*\*] staff augmentation for Sutter:

- Three (3) EHR Coordinators (primary and backup)

Services are contingent upon offshore staffing through the Supplier's Bangladesh operations."

**3. Terms and Conditions:**

All remaining Terms and Conditions of the Statement of Work No. 3 for [\*\*\*] Staff Augmentation, Sutter Bay Medical Foundation and Agreement will go unchanged without written approval of Customer and Supplier. Any Terms and Conditions not otherwise defined herein shall have the same meaning as those described in the Agreement.

**4. Execution:**

By their signatures below, each of the following represents that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**SUTTER HEALTH:**

By: /s/ Timothy Miller  
 Name: Timothy Miller  
 Title: VP Supply Chain  
 Date: 4/15/2024

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

By: /s/ Manny Krakaris  
 Name: Manny Krakaris  
 Title: CEO  
 Date: 4/15/2024