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

FORM 10-Q

(Mark One)
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-40890

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

Delaware	**83-3299164**
(State or other jurisdiction of incorporation or organization)	(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

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

Title of each class	Trading Symbol (s)	Name on 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 (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☑	Smaller reporting company	☑
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

There were 49,243,752 shares of the registrant's common stock outstanding as of August 7, 2024.

AUGMEDIX, INC.
Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2024
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ITEM 1. FINANCIAL STATEMENTS.

Augmedix, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
(In thousands, except share and per share amounts)
(unaudited)

	June 30, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 28,220	$ 46,217
Restricted cash	—	125
Accounts receivable, net of allowance for credit losses of $204 and $110 at June 30, 2024 and December 31, 2023, respectively	9,252	8,572
Prepaid expenses and other current assets	2,453	1,909
Total current assets	39,925	56,823
Property and equipment, net	3,333	3,739
Operating lease right of use asset	4,431	5,220
Restricted cash, non-current	5,207	—
Deposits and other assets	776	930
Total assets	$ 53,672	$ 66,712
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 881	$ 721
Accrued expenses and other current liabilities	6,929	6,589
Deferred revenue	8,902	8,963
Customer deposits	851	851
Operating lease liability, current portion	1,432	1,494
Loan payable, current portion	5,000	5,000
Total current liabilities	23,995	23,618
Operating lease liability, net of current portion	3,303	4,049
Loan payable, net of current portion	15,540	15,303
Other liabilities	360	421
Total liabilities	$ 43,198	$ 43,391
Commitments and contingencies (Note 12)		
Stockholders' equity:		
Preferred stock, $0.0001 par value; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, $0.0001 par value; 500,000,000 shares authorized; 49,080,486 and 48,613,714 shares issued and outstanding at June 30, 2024 and December 31, 2023, respectively	5	5
Additional paid-in capital	171,480	169,197
Accumulated deficit	(159,911)	(144,962)
Accumulated other comprehensive loss	(1,100)	(919)
Total stockholders' equity	10,474	23,321
Total liabilities and stockholders' equity	$ 53,672	$ 66,712

See accompanying notes to Condensed Consolidated Financial Statements.

Augmedix, Inc. and Subsidiaries
Condensed Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share amounts)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenues	$ 13,664	$ 10,780	$ 27,136	$ 20,408
Cost of revenues	7,209	5,715	14,340	10,957
Gross profit	6,455	5,065	12,796	9,451
Operating expenses:				
General and administrative	7,013	4,760	12,360	8,967
Sales and marketing	3,749	2,649	7,313	5,212
Research and development	4,418	2,590	8,250	5,300
Total operating expenses	15,180	9,999	27,923	19,479
Loss from operations	(8,725)	(4,934)	(15,127)	(10,028)
Other income (expense):				
Interest expense	(639)	(558)	(1,255)	(966)
Interest income	410	276	913	438
Change in fair value of warrant liability	—	(69)	—	(69)
Other	590	303	527	437
Total other income (expense), net	361	(48)	185	(160)
Net loss before income taxes	(8,364)	(4,982)	(14,942)	(10,188)
Income tax expense	86	51	7	84
Net loss	(8,450)	(5,033)	$ (14,949)	$ (10,272)
Other comprehensive income (loss):				
Foreign exchange translation adjustment	(194)	(298)	(181)	(331)
Total comprehensive loss	$ (8,644)	$ (5,331)	$ (15,130)	$ (10,603)
Net loss per share of common stock, basic and diluted	$ (0.16)	$ (0.12)	$ (0.28)	$ (0.25)
Weighted average shares of common stock outstanding, basic and diluted	53,387,349	43,607,984	53,223,008	40,566,425

See accompanying notes to Condensed Consolidated Financial Statements.

Augmedix, Inc. and Subsidiaries
Condensed Consolidated Statements of Changes in Stockholders' Equity (Deficit)
(In thousands, except share and per share amounts)
(unaudited)

	Stockholders' Equity					
	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2023	48,613,714	$ 5	$ 169,197	$ (144,962)	$ (919)	$ 23,321
Exercise of common stock options	62,535	—	59	—	—	59
Exercise of common stock warrants	94,804	—	—	—	—	—
Share-based compensation expense	—	—	885	—	—	885
Foreign currency translation adjustment	—	—	—	—	13	13
Net loss	—	—	—	(6,499)	—	(6,499)
Balance as of March 31, 2024	48,771,053	$ 5	$ 170,141	$ (151,461)	$ (906)	$ 17,779
Exercise of common stock options	210,533	—	154	—	—	154
Issuance of common stock for settlement of restricted stock units and stock awards	98,900	—	—	—	—	—
Stock-based compensation	—	—	1,152	—	—	1,152
Change in fair value of the warrant	—	—	33	—	—	33
Foreign currency translation adjustment	—	—	—	—	(194)	(194)
Net loss	—	—	—	(8,450)	—	(8,450)
Balance at June 30, 2024	49,080,486	$ 5	$ 171,480	$ (159,911)	$ (1,100)	$ 10,474

	Stockholders' Equity (Deficit)					
	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Equity (Deficit)
	Shares	Amount				
Balance at December 31, 2022	37,442,663	$ 4	$ 127,693	$ (125,791)	$ (440)	$ 1,466
Exercise of common stock options	112,252	—	85	—	—	85
Share-based compensation expense	—	—	533	—	—	533
Foreign currency translation adjustment	—	—	—	—	(33)	(33)
Net loss	—	—	—	(5,239)	—	(5,239)
Balance as of March 31, 2023	37,554,915	$ 4	$ 128,311	$ (131,030)	$ (473)	$ (3,188)
Issuance of common stock and warrants, net of issuance costs	3,125,000	—	11,845	—	—	11,845
Exercise of common stock options	82,121		93			93
Stock-based compensation	—	—	570	—	—	570
Exercise of common stock warrants	38,042	—	—	—	—	—
Foreign currency translation adjustment	—	—	—	—	(298)	(298)
Net loss	—	—	—	(5,033)	—	(5,033)
Balance as of June 30, 2023	40,800,078	$ 4	$ 140,819	$ (136,063)	$ (771)	$ 3,989

See accompanying notes to Condensed Consolidated Financial Statements.

Augmedix, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(In thousands, except share and per share amounts)
(unaudited)

	Six Months Ended June 30,	
	2024	**2023**
Cash flows from operating activities:		
Net loss	$ (14,949)	$ (10,272)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	855	541
Share-based compensation	2,037	1,098
Non-cash interest expense	390	255
Loss on disposal of property and equipment	49	—
Change in fair value of warrant liability	—	69
Non-cash lease expenses	601	437
Provision for bad debt	188	26
Changes in operating assets and liabilities:		
Accounts receivable	(868)	(3,105)
Prepaid expenses and other current assets	(549)	(250)
Deposits and other assets	81	(442)
Accounts payable	399	(102)
Accrued expenses and other liabilities	399	(567)
Deferred revenue	(61)	604
Customer deposits	—	(38)
Lease liability	(617)	(429)
Net cash used in operating activities	(12,045)	(12,175)
Cash flows from investing activities:		
Purchase of property and equipment	(930)	(1,475)
Proceeds from the sale of property and equipment	27	—
Net cash used in investing activities	(903)	(1,475)
Cash flows from financing activities:		
Proceeds from loan payable	—	5,000
Payment of financing costs	(80)	(55)
Proceeds from issuance of common stock and warrants, net of issuance costs	—	11,845
Proceeds from exercise of stock options	213	179
Net cash provided by financing activities	133	16,969
Effect of exchange rate changes on cash and restricted cash	(100)	(47)
Net decrease in cash, cash equivalents and restricted cash	(12,915)	3,272
Cash, cash equivalents and restricted cash at beginning of period	46,342	21,988
Cash, cash equivalents and restricted cash at end of period	$ 33,427	$ 25,260
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 864	$ 667
Cash paid for income taxes	$ 56	$ 8
Cash paid for operating lease liabilities	$ 716	$ 485
Supplemental schedule of non-cash investing and financing activities:		
Purchases of property and equipment in accounts payable	$ 289	$ 155

Operating lease right-of-use asset exchanged for operating lease liability	$ —	$ 2,498
Fair value of warrants issued in connection with loan	$ —	$ 492
Change in fair value of warrants in connection with loan amendment	$ 33	$ —

	June 30,	
	2024	**2023**
Cash and cash equivalents	$ 28,220	$ 24,551
Restricted cash	—	125
Restricted cash, non-current	5,207	584
Total cash, cash equivalents and restricted cash	$33,427	$25,260

See accompanying notes to Condensed Consolidated Financial Statements.

1. Organization and Basis of Presentation

Augmedix, Inc. (the "Company", "we" or "our") was incorporated in 2013 and launched its commercial real-time, remote documentation services in 2014. The Company delivers ambient artificial intelligence (AI) medical documentation and data solutions to healthcare systems, physician practices, hospitals, and telemedicine clinicians. Clinicians access our applications through mobile devices.

The Company is headquartered in San Francisco, CA, with offices in three (3) countries around the world.

Liquidity

The Company has historically funded its operations primarily by debt and equity financings, and revenue earned from our customers.

In April of 2023, the Company raised $ 11.8 million in net proceeds after direct financing costs of $ 191 thousand, from the issuance of 3,125,000 shares of common stock, a warrant to purchase 4,375,273 shares of common stock at an exercise price of $ 0.0001 per share, and a warrant to purchase 1,875,069 common stock at an exercise price of $1.75 per share. Additionally, in November of 2023, the Company issued 7,187,500 shares of common stock and raised net proceeds of $26.3 million, after underwriter's commissions and direct financing costs of $ 2.5 million. As of June 30, 2024, the Company's existing sources of liquidity included cash and cash equivalents of $28.2 million plus up to $ 5.0 million in incremental capital available through the SVB Loan Agreement (as defined below).

The Company has incurred negative cash flows from operating activities and losses from operations in the past as reflected in the accumulated deficit of $ 159.9 million as of June 30, 2024. We expect losses and negative cash flows to continue, primarily as a result of continued research, development and marketing efforts. We believe our cash balance will provide sufficient resources to meet our working capital needs for over twelve months from the filing date of the Form 10-Q for the three and six months ended June 30, 2024 . Over the longer term, if we do not generate sufficient revenue from new and existing products, we may have to obtain additional debt or equity financing and reduce expenditures. There is no assurance that if we require additional future financing that such financing will be available on terms which are acceptable to us, or at all.

Basis of Presentation and Principles of Consolidation

The accompanying unaudited interim condensed consolidated financial statements are presented in U.S. dollars and have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and the applicable rules and regulations of the Securities and Exchange Commission, ("SEC"), for interim reporting. Certain information and note disclosures included in the Company's annual financial statements have been condensed or omitted pursuant to such rules and regulations. The accompanying unaudited interim condensed consolidated financial statements include the accounts of Augmedix, Inc. and its wholly-owned subsidiaries, Augmedix Operating Corporation, Augmedix Bangladesh Limited, and Augmedix Solutions Private Limited. All intercompany accounts and transactions have been eliminated in consolidation.

In the opinion of management, the accompanying Condensed Consolidated Financial Statements reflect all adjustments of a normal, recurring nature considered necessary for a fair presentation of the Company's consolidated financial position, results of operations, comprehensive loss, and cash flows for the interim periods presented. The interim results for the three and six months ended June 30, 2024 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2024.

The accompanying unaudited interim condensed consolidated financial statements should be read in conjunction with the annual audited consolidated financial statements and related notes as of and for the year ended December 31, 2023 included in the Company's Annual Report on Form 10-K filed with the SEC on March 26, 2024.

Risks and Uncertainties

The Company is subject to a number of risks associated with companies at a similar stage with international operations, including dependence on key personnel, competition from similar products and larger companies, ongoing changes within the industry, ability to obtain adequate financing to support growth, the ability to attract and retain additional qualified personnel to manage the anticipated growth of the Company, the ability to manage international operations including changes in regulations, and general economic conditions, including economic volatility caused by the uncertain direction of interest rates.

Use of Estimates

The preparation of the unaudited interim condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the unaudited interim condensed consolidated financial statements and reported amounts of revenue and expenses during the reporting period. The Company's significant estimates and judgments relate to the incremental borrowing rate used to measure operating lease liabilities and right of use assets, and stock-based compensation, including expected volatility used to measure the fair value of stock options and stock appreciation rights. Actual results could differ from those estimates.

2. Summary of Significant Accounting Policies

The Company's significant accounting policies are discussed in "Consolidated Financial Statements — Note 2. Summary of Significant Accounting Policies" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023. There have been no significant changes to these policies during the three months ended June 30, 2024, except for updated information related to the accounting policies below.

Restricted Cash

Restricted cash represents amounts held on deposit at a commercial bank used to secure the Company's credit card facility. This facility was closed in the second quarter of 2024. Restricted cash, non-current as of June 30, 2024, represents a cash deposit that collateralizes the term loan as more fully described in note 6 - Debt, and a letter of credit in the name of the Company's landlord pursuant to a certain operating lease.

Government Grant Income

From time to time, the Company may receive grant income from the Bangladesh Government related to our operations in Bangladesh. The Company records this grant income when received and the grants are recorded in the other category of other income (expense), net on the condensed consolidated statement of operations. The Company recorded grant income of $ 431 thousand and $78 thousand during the three months ended June 30, 2024 and 2023, respectively, and $431 thousand and $78 thousand during the six months ended June 30, 2024 and 2023.

Advertising Costs

All advertising costs are expensed as incurred and included in sales and marketing expenses. Advertising expenses incurred by the Company were $ 319 thousand and $210 thousand for the three months ended June 30, 2024 and 2023, respectively and $ 583 thousand and $428 thousand for the six months ended June 30, 2024 and 2023.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Recently Issued Accounting Pronouncements Not Yet Adopted

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-07, *Improvements to Reportable Segment Disclosures ("ASU 2023-07")*. The amendments expand segment disclosures by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker, the amount and description of other segment items, permits companies to disclose more than one measure of segment profit or loss, and requires all annual segment disclosures to be included in the interim periods. The amendments do not change how an entity identifies its operating segments, aggregates those operating segments, or applies quantitative thresholds to determine its reportable segments. The amendments are effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the potential impact of adopting this new guidance on the consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, *"Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09")* , which modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit (separated between domestic and foreign) and (3) income tax expense or benefit from continuing operations (separated by federal, state and foreign). ASU 2023-09 also requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The guidance is effective for annual periods beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. ASU 2023-09 should be applied on a prospective basis, but retrospective application is permitted. The Company is currently evaluating the potential impact of adopting this new guidance on the consolidated financial statements and related disclosures.

3. Revenue, Accounts Receivable and Significant Customers

The Company derives nearly all of its revenue through a recurring subscription model. The Company enters into contracts with its customers that typically have an initial term of one year. Most customers are invoiced in advance and must generally pay an upfront implementation fee. The upfront implementation fee is deferred and recognized over the initial contract term and any customer prepayments are deferred and included in the accompanying consolidated balance sheets in deferred revenue. Revenues are recognized over time as we provide our services to our customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services.

Changes in the contract liability, which solely includes deferred revenue, were as follows:

	Six Months Ended June 30, 2024	Year Ended December 31, 2023
Balance, beginning of period	$ 8,963	$ 7,254
Deferral of revenue	23,687	42,846
Recognition of unearned revenue	(23,748)	(41,137)
Balance, end of period	$ 8,902	$ 8,963

Deferred revenues consist of billings or payments received in advance of revenue recognized for the Company's services, as described above, and are recognized as revenue when earned. The Company has an unconditional right to payment under a non-cancellable contract before it transfers services to its customer.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The Company's accounts receivable are derived from contracts with customers located in the U.S. Significant customers generating more than 10% of the Company's revenue during the period indicated or for which accounts receivable balance was more than 10% of the total accounts receivable balance were as follows:

	Percent of Revenue for Three Months Ended June 30,		Percent of Revenue for Six Months Ended June 30,	
	2024	2023	2024	2023
Customer A	30 %	21 %	30 %	19 %
Customer B	11 %	14 %	11 %	14 %
Customer C	10 %	12 %	10 %	12 %

	Percent of Accounts Receivable	
	June 30, 2024	December 31, 2023
Customer A	33 %	35 %
Customer C	n/a	n/a
Customer D	n/a	10 %
Customer E	n/a	n/a

The Company capitalizes sales commissions incurred to obtain a revenue contract and amortizes such costs over 12 to 24 months. The Company amortized $171 thousand and $215 thousand of sales commissions in sales and marketing expense during the three months ended June 30, 2024 and 2023, respectively, and $308 thousand and $372 thousand during the six months ended June 30, 2024 and 2023.

The unamortized capitalized sales commissions included in prepaid expenses and other current assets was $ 441 thousand and $494 thousand as of June 30, 2024 and December 31, 2023, respectively. The unamortized capitalized sales commission included in deposits and other assets was $103 thousand and $153 thousand as of June 30, 2024 and December 31, 2023, respectively.

4. Property and Equipment

Property and equipment consist of the following:

	June 30, 2024	December 31, 2023
Computer hardware, software and equipment	$ 4,809	$ 4,730
Leasehold improvements	915	716
Capitalized internal-use software costs	712	698
Furniture and fixtures	607	693
Construction in progress	10	393
	7,054	7,230
Less: accumulated depreciation	(3,720)	(3,491)
Property and equipment, net	$ 3,333	$ 3,739

Depreciation expense was $416 thousand and $262 thousand during the three months ended June 30, 2024 and 2023, respectively, and $ 855 thousand and $541 thousand during the six months ended June 30, 2024 and 2023, respectively.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The Company recorded a gain on disposal of leasehold improvements and equipment of $ 6 thousand during the three months ended June 30, 2024 and a loss on disposal of leasehold improvements of $49 thousand during the six months ended June 30, 2024. There were no gains or losses on the disposals of property and equipment during the three and six months ended June 30, 2023. Gains and losses on disposals of property and equipment are presented in other income (loss) on the condensed consolidated statement of operations and comprehensive loss.

5. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consists of the following:

	June 30, 2024	December 31, 2023
Accrued compensation	$ 2,440	$ 3,860
Accrued professional fees	1,570	138
Accrued vendor partner liabilities	1,290	1,285
Accrued indirect taxes	336	393
Revenue refund reserve	199	198
Accrued interest payable	142	146
Accrued other	952	569
	$ 6,929	$ 6,589

6. Debt

On May 4, 2022 (the “Effective Date”), the Company and its subsidiary (individually and collectively, “Borrower”) entered into a loan and security agreement (the “SVB Loan Agreement”) with Silicon Valley Bank, a California corporation, as lender (“SVB”). The SVB Loan Agreement provides the Borrower with a revolving credit facility in an aggregate principal amount of the lesser of (i) $5.0 million or (ii) 80% of eligible accounts (the “Revolving Credit Facility”) and two tranches of term loan advances, comprised of a term loan advance under Tranche A in an aggregate principal amount of up to $ 15.0 million and additional term loan advances under Tranche B in an aggregate principal amount of up to $5.0 million (the “Term Loan Facility” and, together with the Revolving Credit Facility, the “Facilities”). Borrower’s obligations under the SVB Loan Agreement are secured by first-priority liens on substantially all assets of Borrower.

On June 12, 2023, the Borrower entered into a First Amendment to Loan and Security Agreement (“Amendment”) with SVB, which amends certain provisions of the SVB Loan Agreement. Under the Amendment, the Term Loan Facility’s initial stated maturity date of June 1, 2025 was extended to December 1, 2025. The Amendment provides for further automatic extensions of the Term Loan Facility’s maturity date, with the possibility of automatic extension to June 1, 2027, if the Company achieves certain equity milestones as set forth in the Amendment and certain performance milestones with respect to revenue and net income (loss) as set forth in the Amendment. The Amendment also extended the stated maturity date of the Revolving Credit Facility from May 4, 2024 to November 4, 2024.

Interest on the borrowings under the Term Loan Facility is payable at a floating rate per annum equal to the greater of (a) 6.00% and (b) the prime rate plus 0%, and interest on borrowings under the Revolving Credit Facility is payable at a floating rate per annum equal to the greater of (a) 6.50% and (b) the prime rate plus 0.50%.

If the Company prepays the Term Loan Facility before maturity, the Company will incur a prepayment fee, which depends on when the balance is prepaid. The prepayment fee equals 2.50%, 1.50%, and 0.50% of the outstanding principal amount of the Term Loan Facility, if the prepayment occurs during the first, second or third year following of the effective date of the amendment of June 12, 2023, respectively. There is no prepayment fee if the Term Loan Facility is replaced with another facility with the SVB.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

In connection with the SVB Loan Agreement and Amendment, on May 4, 2022, the Company issued to SVB a warrant to purchase up to 48,295 shares of the Company's common stock at an exercise price of $2.38 per share. Additionally, on June 13, 2023, the Company issued to SVB a warrant to purchase up to 190,330 shares of the Company's common stock at an exercise price of $ 3.01 per share. Both of these warrants expire seven years after the issuance date.

On June 26, 2024 the Borrower entered into a Second Amendment to Loan and Security Agreement ("Second Amendment"). The Second Amendment of the Term Loan Facility extended the maturity to December 1, 2026 and extended the interest only period applicable to the Term Loan Facility until January 1, 2025. The Second Amendment also provides that the interest only period of the Term Loan Facility may be extended to July 1, 2025 and that the maturity date for the revolving credit facility may be extended to November 4, 2025, in SVB's sole and absolute discretion. Additionally, the Second Amendment requires the Company to maintain $5 million in a cash collateral account maintained with the SVB and pledged in favor of the SVB. Further, in connection with the Second Amendment, the Company reduced the exercise price of the warrants to purchase up to 190,330 shares of common stock issued on June 13, 2023 from $ 3.01 per share to $1.09 per share.

The SVB Loan Agreement contains customary restrictions and covenants applicable to Borrower and its subsidiaries. In particular, the SVB Loan Agreement contains a financial covenant that provides that if Borrower fails to maintain minimum cash and cash equivalents in an amount of (a) no less than $25.0 million (prior to any Tranche B advance) and (b) $30.0 million (following any Tranche B advance), Borrower is then required to maintain certain minimum revenue requirements as set forth in the SVB Loan Agreement, which will be measured on a trailing three-month basis and tested quarterly. If Borrower has failed to maintain the minimum cash and cash equivalents set forth in the preceding sentence, in lieu of being subject to the minimum revenue requirements, Borrower has the ability to cure such failure to maintain minimum cash and cash equivalents by delivering evidence satisfactory to SVB that Borrower has raised at least $10.0 million in net cash proceeds from the sale of Borrower's equity interests.

As of June 30, 2024, the future minimum payments required under the SVB Loan Agreement, including the final payment, are as follows:

2024 (6 months remaining)	$	—
2025		10,000
2026		11,225
	$	21,225
Less: unamortized debt discount		(685)
Loan payable net of discount	$	20,540
Less: current portion		(5,000)
Loan payable, non-current portion	$	15,540

The Term Loan Facility includes an end of term payment of $ 1.2 million, which has been recorded as both a discount and an increase to the principal amount of the debt. The debt discount is being amortized to interest expense over the remaining term of the Term Loan Facility which matures on December 1, 2026 using the effective interest method. The Company amortized $151 thousand and $126 thousand of the discount to interest expense during the three months ended June 30, 2024 and 2023, respectively, and $300 thousand and $225 thousand during the six months ended June 30, 2024 and 2023, respectively.

There were no borrowings under the Revolving Credit Facility during the six months ended June 30, 2024 or during the year ended December 31, 2023. The Company was in compliance with all covenants in the SVB Loan Agreement at June 30, 2024.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

7. Leases

The Company leases office facilities in San Francisco, California, Bangladesh, and India. Lease costs for the periods indicated below are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Operating lease cost	$ 406	$ 336	$ 816	$ 546
Short-term lease cost	15	91	68	175
Total lease cost	$ 421	$ 427	$ 884	$ 721

The weighted average remaining term and weighted average discount rate for the Company's operating leases are as follows:

	June 30, 2024	December 31, 2023
Weighted-average remaining lease term (in years)	3.5	4.0
Weighted-average discount rate	8.3 %	8.3 %

As of June 30, 2024, the maturities of the Company's operating lease liabilities (excluding short-term leases) are as follows:

2024 (remaining six months)	$ 686
2025	1,636
2026	1,695
2027	1,021
2028	459
2029	10
Total	$ 5,507
Less: imputed interest	(773)
Operating lease liability	4,734
Less: Operating lease liability, current portion	1,432
Operating lease liability, net of current portion	$ 3,303

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

8. Common Stock Warrants

At June 30, 2024, the Company had the following warrants outstanding to acquire shares of its common stock:

Expiration Date	Shares Issuable upon Exercise of Warrants	Exercise Price Per Warrant
October 25, 2024	346,500	$ 3.00
June 11, 2025	234	$ 96.24
November 13, 2025	84,964	$ 3.00
July 28, 2027	91	$ 106.17
August 28, 2028	1,052	$ 39.76
May 4, 2029	48,295	$ 4.00
September 2, 2029	1,556,732	$ 2.88
April 19, 2030	1,875,069	$ 1.75
June 13, 2030	190,330	$ 1.09
Perpetual	4,375,273	$ 0.0001
	8,478,540	

The perpetual common stock warrants in the table above are included in the weighted average shares outstanding for purpose of calculating loss per share since the issuance date of April 19, 2023 given the nominal exercise price, but are not considered outstanding common shares as of June 30, 2024 or December 31, 2023.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

9. Loss Per Share

Basic net loss per share of common stock is computed by dividing net loss by the weighted average number of common stock outstanding during each period. Diluted net loss per common stock includes the effect, if any, from the potential exercise or conversion of securities, such as options and warrants which would result in the issuance of incremental common stock. In computing basic and diluted net loss per share, the weighted average number of shares is the same for both calculations due to the fact that a net loss existed for the three and six months ended months ended June 30, 2024 and 2023.

The Company calculated basic and diluted net loss per share as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Numerator				
Net Loss	$(8,450)	$(5,033)	$(14,949)	$(10,272)
Denominator				
Weighted average shares, basic and diluted	53,387,349	43,607,984	53,223,008	40,566,425
Net loss per share	$(0.16)	$(0.12)	$(0.28)	$(0.25)

The following potentially dilutive securities have been excluded from the computation of diluted weighted-average shares of common stock outstanding, as they would be anti-dilutive:

	June 30, 2024	June 30, 2023
Common stock warrants	4,103,267	4,743,466
Stock options and stock appreciation rights	9,136,058	9,562,621
Restricted stock units	2,069,018	263,155
	15,308,343	14,569,242

10. Equity Incentive Plan

The Company grants share-based payment awards to employees, non-employee directors and service providers of the Company under the Augmedix, Inc. 2020 Equity Incentive Plan (“2020 Plan”).

The 2020 Plan authorizes the award of stock options, restricted stock awards ("RSAs"), stock appreciation rights ("SARs"), restricted stock units ("RSUs"), performance awards, cash awards, and stock awards. Certain awards provide for accelerated vesting in the event of a change in control. Options issued may have a contractual life of up to 10 years and may be exercisable in cash or as otherwise determined by the Board of Directors. Vesting generally occurs over a period of not greater than four years.

The number of shares of common stock reserved for issuance under the 2020 Plan increased on January 1, 2021, and will increase each anniversary thereafter through 2030 by the number of shares of common stock equal to the lesser of 5% of the total number of outstanding shares of common stock as of the immediately preceding January 1, or a number as may be determined by the Company’s board of directors. As of June 30, 2024, there were 812,032 shares of common stock that remained available for grant under the 2020 Plan.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Share-based compensation expense in the following expense categories in the condensed consolidated statements of operations and comprehensive loss was as follows for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
General and administrative	$ 670	$ 381	$ 1,206	$ 738
Sales and marketing	193	64	325	123
Research and development	244	93	418	184
Cost of revenues	46	27	87	53
Total share-based compensation	$ 1,152	$ 565	$ 2,037	$ 1,098

No income tax benefits have been recognized in the condensed consolidated statements of operations and comprehensive loss for stock-based compensation arrangements.

Stock Options and Stock Appreciation Rights

The grant date fair value of stock options and stock appreciation rights was estimated using a Black-Scholes option pricing model with the following weighted average assumptions:

	Six Months Ended June 30,	
	2024	2023
Expected term (in years)	5.9	5.9
Expected volatility	61.8 %	54.4 %
Risk-free rate	4.4 %	1.9 %
Dividend rate	—	—

The weighted average grant date fair value of stock option awards and SARs granted was $ 2.33 and $1.13 for the six months ended June 30, 2024 and 2023, respectively.

The following table summarizes stock option and SARs activity for the six months ended June 30, 2024:

	Number of Shares under Equity Plan	Weighted-Average Exercise Price per Option	Weighted-Average Remaining Contractual Life (in years)
Outstanding at December 31, 2023	9,342,589	$ 1.94	7.2
Granted	169,550	$ 3.92	
Exercised	(278,808)	$ 0.88	
Forfeited and expired	(97,273)	$ 3.59	
Outstanding at June 30, 2024	9,136,058	$ 2.00	6.7
Exercisable at June 30, 2024	6,486,698	$ 1.74	6.2
Vested and expected to vest at June 30, 2024	9,136,058	$ 2.00	6.7

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The intrinsic value of the options exercised during the six months ended June 30, 2024 was $ 863 thousand. The aggregate intrinsic value of options outstanding and options exercisable as of June 30, 2024 was $0.4 million and $0.4 million, respectively. At June 30, 2024, future stock-based compensation for options and SARs outstanding of $2.5 million will be recognized over a remaining weighted-average requisite service period of 2.2 years.

Restricted Stock Units

The following table summarizes RSU activity for the six months ended June 30, 2024:

	Number of Shares under Equity Plan		Weighted Average Grant Date Fair Value
Outstanding at December 31, 2023	303,688	$	4.91
Granted	1,906,800	$	3.94
Vested	(111,783)	$	3.91
Forfeited and expired	(29,687)	$	4.39
Outstanding at June 30, 2024	2,069,018	$	4.08

The aggregate intrinsic value of RSUs outstanding as of June 30, 2024, was $ 1.8 million. At June 30, 2024, future stock-based compensation for RSUs granted and outstanding of $7.9 million will be recognized over a remaining weighted-average requisite service period of 3.6 years.

Performance and Market-Based Options

As more fully described in “Consolidated Financial Statements — Note 10. Equity Incentive Plans” in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2023, in March 2021, the Company granted 727,922 stock options to the Company’s Chief Executive Officer (“CEO”) under the 2020 Plan with an exercise price of $3.00 per share. These options vest based on the CEO’s continued service in addition the Company's stock price reaching the following thresholds for a minimum of 20 out of 30 trading days before the option expiration dates:

Tranche	Number of Option Shares	Stock Price Threshold	Option Expiration
1	317,688	$9.00	March 3, 2031
2	46,273	$9.00	March 21, 2031
3	363,961	$13.50	March 21, 2031
Total	727,922		

As of June 30, 2024, there was $6 thousand of unrecognized compensation costs which the Company plans to recognize over a period of 0.1 years. As of June 30, 2024 none of the stock price thresholds had been met.

11. Employee Benefit Plans

The Company maintains a 401(k) plan that covers substantially all U.S. based employees and to which the Company provides a matching contribution equal to 25% of an employee's contribution up to the first 4% of the employee's eligible compensation. The matching contribution vests after 1 year of service. The Company match expense for was $67 thousand and $38 thousand during the three months ended June 30, 2024 and 2023, respectively, and $ 126 thousand and $90 thousand during the six months ended June 30, 2024 and 2023, respectively.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

For employees in Bangladesh and India, the Company provides post-employment benefit plans as required by local requirements. Under these plans, employees are entitled to receive a cash benefit upon leaving the Company after completion of a minimum of five years of service with the Company. The cash benefit is based on the number of years the employee has worked for the Company. The expense for these benefit plans was $107 thousand and $77 thousand during the three months ended June 30, 2024 and 2023, respectively, and $234 thousand and $201 thousand during the six months ended June 30, 2024 and 2023, respectively. The Company has accrued an aggregate of $361 thousand and $421 thousand in other liabilities in the accompanying condensed consolidated balance sheet as of June 30, 2024 and December 31, 2023, respectively for these benefit plans.

12. Commitments and Contingencies

Cloud Computing Services

In May 2024, the Company entered into a non-cancelable five-year contract to obtain cloud computing services that replaced a prior three-year contract entered into in June 2021. The purchase commitment over the five-year period is $5.3 million and includes three commitment periods with the following commitment amounts:

Commitment Period	Commitment Period	Commitment Amount
1	June 2024 to May 2026	$1,740
2	June 2026 to May 2028	2,265
3	June 2028 to May 2029	1,311
Total commitment		$5,316

Under this contract, if the actual amount spent during any commitment period is less than the respective commitment amount, then the Company will be required to pay such deficit and such payment cannot be recovered by spending more than the commitment amount in a subsequent commitment period. Any amounts spent during a commitment period in excess of the respective commitment amount will carry over to the subsequent commitment period and count toward that period's commitment amount.

As of June 30, 2024, the Company has spent $ 56 thousand against this contract.

Legal

In the normal course of business, the Company may receive inquiries or become involved in legal disputes regarding various litigation matters. As of June 30, 2024 and December 31, 2023, there were no legal contingency matters, either individually or in aggregate, that would have a material adverse effect on the Company’s financial position, results of operations, or cash flows. Given the unpredictable nature of legal proceedings, the Company bases its assessment on the information available at the time. As additional information becomes available, the Company reassesses the potential liability and may revise the estimate. No liability related to such matters has been recorded at June 30, 2024 or December 31, 2023.

Indemnification Agreements

In the normal course of business, the Company may indemnify other parties when it enters into contractual relationships, including members of the Company’s board of directors, employees, customers, lessors and parties to other transactions with the Company. The Company may agree to hold other parties harmless against specific losses, such as those that could arise from a breach of representation, covenant, or third-party infringement claims. It may not be possible to determine the maximum potential amount of liability under such indemnification agreements due to the unique facts and circumstances that are likely to be involved in each particular claim and indemnification provision. As a result, no liability for these agreements has been recorded at June 30, 2024 or December 31, 2023.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

13. Fair Value Measurements

The carrying amounts of cash, cash equivalents, restricted cash, accounts receivable, prepaid expenses, accounts payable, and customer deposits approximate fair value due to their short-term nature.

The following tables present information about our financial instruments that have been measured at fair value as of June 30, 2024 and December 31, 2023:

	June 30, 2024	(Level 1)	(Level 2)	(Level 3)
Financial Assets				
Money market funds	$ 25,339	$ 25,339	$ —	$ —
Total	$ 25,339	$ 25,339	$ —	$ —
Financial Liabilities				
Loan payable	$ 20,540	$ —	$ —	$ 20,540
Total	$ 20,540	$ —	$ —	$ 20,540

	December 31, 2023	(Level 1)	(Level 2)	(Level 3)
Financial Assets				
Money market funds	$ 43,104	$ 43,104	$ —	$ —
Total	$ 43,104	$ 43,104	$ —	$ —
Financial Liabilities				
Loan payable	$ 20,303	$ —	$ —	$ 20,303
Total	$ 20,303	$ —	$ —	$ 20,303

14. Related Party Transactions

Operating Leases

In 2015, the Company entered into agreements to rent office facilities in Bangladesh under 10-year operating lease agreements (Note 7), with a company owned by relatives of Ian Shakil, the Company's Chief Strategy Officer and a member of the Company's Board. The Company incurred rent expense to this related party of $0 thousand and $101 thousand during the three months ended June 30, 2024 and 2023, respectively, and $ 70 thousand and $195 thousand during the six months ended June 30, 2024 and 2023, respectively. The amount owed to this related party at June 30, 2024 and December 31, 2023 was $2 thousand and $8 thousand, respectively, and are included in accounts payable in the accompanying consolidated balance sheet. These lease agreements were terminated in the first quarter of 2024.

In June of 2024 the Company executed a contract to provide Live, Go and Go Assist to our Chief Medical Officer at zero cost.

15. Subsequent Event

Plan of Merger with Commure, Inc.

On July 19, 2024, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Commure, Inc., a Delaware corporation ("Parent"), and Anderson Merger Sub, Inc., a Delaware corporation and direct wholly-owned subsidiary of Parent ("Merger Sub"). The Merger Agreement provides that, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as a wholly-owned subsidiary of Parent. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each issued and outstanding share of the Company's common stock, par value $0.0001 per share ("Company Common Stock"), will be cancelled and extinguished and automatically converted into the right to receive cash in an amount equal to $2.35, without interest (the "Per Share Price"), and subject to applicable tax withholding.

The Merger Agreement contains customary covenants made by each of the Company, Parent and Merger Sub, including, among others, covenants by the Company regarding the conduct of its business prior to the closing of the Merger. Consummation of the Merger is subject to the satisfaction or waiver of customary closing conditions, including adoption of the Merger Agreement by the Company's stockholders.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion and analysis of our financial condition and results of operations, as well as other sections in this Quarterly Report on Form 10-Q, should be read together with the unaudited interim condensed financial statements and related notes included elsewhere in Item 1 of Part I of this Quarterly Report on Form 10-Q and with the audited consolidated financial statements and the related notes included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as filed with the Securities and Exchange Commission (the "SEC") on March 26, 2024.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Forward-looking statements relate to, among others, our plans, objectives and expectations for our business, operations and financial performance and condition, and can be identified by terminology such as "may," "should," "expect," "intend," "plan," "anticipate," "believe," "estimate," "predict," "will," "could," "project," "target," "potential," "continue" and similar expressions that do not relate solely to historical matters. Forward-looking statements are based on management's beliefs and assumptions and on information currently available to management. Although we believe that the expectations reflected in forward-looking statements are reasonable, such statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance or achievements expressed or implied by forward-looking statements.

Forward-looking statements include, but are not limited to, statements about:

- the structure, timing and ability to consummate the Merger;
- any anticipated effects of the Merger's announcement, pendency or completion on the value of our common stock;
- any potential future costs or benefits of the Merger, including relating to expenses, restrictions on the conduct of our business, diversion of our management's attention, ability to retain or hire employees, maintenance of relationships with collaborators, vendors and other business partners and payment of termination fees;
- the outcome of any legal proceedings that may have been or may be instituted against us and others relating to the Merger;
- anticipated trends, growth rates, and challenges in our business and in the markets in which we operate;
- our ability to further penetrate our existing customer base;
- our estimates regarding future revenues, capital requirements, general and administrative expenses, sales and marketing expenses, research and development expenses, and our need for or ability to obtain additional financing to fund our operations;
- our intent to continue investment of additional resources in our platform infrastructure;
- our expectations around our optimization efforts and investment in technology to expand the efficiency and capability of our platform, including with respect to our cost of revenues;
- our ability to interoperate with the EHR systems of our customers;
- our ability to attract and retain key personnel;

- developments and projections relating to our competitors and our industry, including competing dictation software providers, non-real time medical note generators, and real time AI medical note documentation services;
- the competition to attract and retain Medical Documentation Specialists (“MDS”);
- our reliance on independent third parties (the “Vendors”) who operate certain of our MDS operations centers;
- our expectations regarding regulatory requirements;
- our ability to protect and enforce our intellectual property protection and the scope and duration of such protection;
- the impact of current and future laws and regulations; and
- the impact of civil unrest in Bangladesh.

We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, operating results, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described in the section titled “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the future events and trends discussed in this Quarterly Report on Form 10-Q may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, performance, or achievements. We undertake no obligation to update any of these forward-looking statements for any reason after the date of this Quarterly Report on Form 10-Q or to conform these statements to actual results or revised expectations, except as required by law.

You should read this Quarterly Report on Form 10-Q and the documents that we reference herein with the understanding that our actual future results, performance, and events and circumstances may be materially different from what we expect.

Overview

Augmedix provides industry-leading, ambient AI medical documentation technology with ambient clinical intelligence that alleviates administrative burden and gives doctors more time to focus on patient care. Augmedix's products extract data from natural clinician-patient conversations and convert it in real time to medical notes, which are seamlessly transferred to the electronic health record ("EHR").

Clinicians access our applications through mobile devices such as smartphones. The ambient AI platform used by our applications incorporates speech-to-text ("STT") models, which are also known as Automatic Speech Recognition ("ASR") models, proprietary natural language processing ("NLP") models, large language models ("LLM(s)") and structured data sets to generate the note. Depending upon the product, the draft note is ready for clinician review promptly or sent to one of our Medical Documentation Specialists ("MDSs") for quality assurance and edits. Completed notes are uploaded via integration or manually into the patient's chart in the EHR system. The EHR system (e.g. Epic, Cerner, MEDITECH), is third-party software licensed by the healthcare clinic or system to manage patient charts.

Augmedix offers additional value beyond the medical note through its open ecosystem of digital health solutions, its ability to provide vital data during patient visits by delivering point-of-care notifications in real time, and its transformation of unstructured data into structured data from physician-patient interactions and direct upload into the health system's data lake. This data can then provide health systems insights into workflow efficiencies, clinical outcomes, reimbursement issues, and readmissions data.

Patient care in the United States is principally provided via ambulatory clinics, specialty care centers, hospitals, and telemedicine platforms. We serve all these care settings, including over 50 medical specialties. Roughly 85% of the physicians who subscribe to our service are employed directly by, or are affiliated with, a healthcare enterprise. The remaining 15% consists of group practices and individual practitioners.

During the three months ended June 30, 2024, we delivered approximately 70,000 notes to our customers each week. We estimate that our products save clinicians up to three hours each day, which is time that they can redeploy to see more patients or improve their work-life balance. We believe the principal return on investment ("ROI") benefits to healthcare enterprises from our products are increased productivity, optimized reimbursements, higher clinician satisfaction, and better patient care. An underlying reason for the reimbursement improvement is that our notes are comprehensive and often capture more of the services rendered during the patient encounter than when clinicians create the note themselves from memory.

Our technology vision is to enable clinicians to focus on their patients by relieving them of the administrative burden through our ambient AI documentation and data solutions. We will achieve this vision by automating as much of the medical note creation process as possible by combining artificial intelligence technologies, such as STT, NLP and LLMs, with structured data models. While the unstructured nature of a conversation between physician and patient creates challenges to generating a fully comprehensive and accurate note, we believe technical advances in AI and the incorporation of learnings from the tens of thousands of notes that we generate weekly will continue to improve upon the quality of our fully automated notes and result in improved operating efficiencies and a higher ROI for the clinician and health system.

Our automation approach is to meet clinicians where they are by offering a portfolio of products, some using just AI and others combining AI and human quality assurance. For some doctors, and for many patient encounters, a AI-generated note suffices. For complex patient encounters, having a MDS edit and review an AI-generated note is what we believe many clinicians prefer. We train our MDSs to be experts at using our technology tools to consistently and efficiently deliver high-quality, structured medical notes that need minimal clinician review. Based on the level of editing and review a clinician is comfortable in providing, our product portfolio can meet those varying clinician requirements.

Plan of Merger with Commure, Inc.

On July 19, 2024, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Commure, Inc., a Delaware corporation ("Parent"), and Anderson Merger Sub, Inc., a Delaware corporation and direct wholly-owned subsidiary of Parent ("Merger Sub"). The Merger Agreement provides that, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as a wholly-owned subsidiary of Parent. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each issued and outstanding share of the Company's common stock, par value $0.0001 per share ("Company Common Stock") will be cancelled and extinguished and automatically converted into the right to receive cash in an amount equal to $2.35, without interest (the "Per Share Price"), and subject to applicable tax withholding.

The Merger Agreement contains customary covenants made by each of the Company, Parent and Merger Sub, including, among others, covenants by the Company regarding the conduct of its business prior to the closing of the Merger. Consummation of the Merger is subject to the satisfaction or waiver of customary closing conditions, including adoption of the Merger Agreement by the Company's stockholders.

For additional information on the Merger see the Company's Form 8-K filed with the SEC on July 19, 2024.

Civil Unrest in Bangladesh

As of June 30, 2024, approximately 75% of our employees are based in Bangladesh, where we provide service for approximately 40% of our clinicians, perform development activities, and conduct various support functions. In July 2024, clashes in Bangladesh began between student protestors, security officials and activists over a quota system for government jobs in Bangladesh. On August 5, 2024, the Bangladesh prime minister abruptly resigned and left the country. An interim government was sworn in on August 8, 2024. The civil unrest has affected some of the Company's operations in Bangladesh, as the internet was shut down in Bangladesh during portions of July due to the protests. These events have also affected our ability to provide services to some customers during this time. As of the date of this Form 10-Q, the civil unrest in Bangladesh is ongoing, and the future impact of these events on the Company's operations in Bangladesh remains uncertain. If the civil unrest in Bangladesh continues, it may have a significant negative impact on the Company's business and may result in decreased profitability, financial loss, adverse impact on our customer relationships and reputational damage.

Key metrics

We regularly review the following key metrics to measure our performance, identify trends affecting our business, formulate financial projections, make strategic business decisions, and assess working capital needs.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Average clinicians in service	1,887	1,534	1,873	1,452
Average annual revenue per clinician	$28,700	$27,900	$28,700	$27,900
Dollar-based net revenue retention rate	129 %	148 %	135 %	141 %

Average Clinicians in Service: We define a clinician in service as an individual doctor, nurse practitioner or other healthcare professional using our services. We average the month end number of clinicians in service for all months in the measurement period and the number of clinicians in service at the end of the month immediately preceding the measurement period. We believe growth in the average number of clinicians in service is a key indicator of the performance of our business as it demonstrates our ability to penetrate the market and grow our business. Our customer contracts for Augmedix Live contain minimum service levels that range from a low of 60 hours per month to a high of 220 hours per month, while our contracts for Augmedix Go and Augmedix Go Assist are a fixed monthly price. Higher hours per month equate to higher revenue per clinician. The average number of clinicians in service increased 23% to 1,887 in the three months ended June 30, 2024 from 1,534 in the three months ended June 30, 2023. At this time clinicians in service does not include clinicians using Augmedix Go.

Average Annual Revenue Per Clinician*:* Average revenue per clinician is determined as total revenue, excluding Data Services revenue, recognized during the period presented divided by the average number of clinicians in service during that same period. Using the number of clinicians in service at the end of each month, we derive an average number of clinicians in service for the periods presented. The average annual revenue per clinician will vary based upon minimum hours of service requested by clinicians, pricing, and our product mix. The average annual revenue per clinician increased 3% to $28,700 in the three months ended June 30, 2024 from $27,900 in the three months ended June 30, 2023.

Dollar-Based Net Revenue Retention*:* Dollar-based net revenue retention is determined as the revenue from Health Enterprises as of twelve months prior to such period end as compared to revenue from these same Health Enterprises as of the current period end, or current period revenue. We define a “Health Enterprise” as a company or network of doctors that has at least 50 clinicians currently employed or affiliated that could utilize our services. Current period revenue includes any expansion or new products and is net of contraction or churn over the trailing twelve months but excludes revenue from new Health Enterprises in the current period. We believe growth in dollar-based net revenue retention is a key indicator of the performance of our business as it demonstrates our ability to increase revenue across our existing customer base through expansion of users, products and price, as well as our ability to retain existing customers. Our annual dollar-based net revenue retention decreased to 129% in the three months ended June 30, 2024 compared to 148% in the three months ended June 30, 2023. Growth from existing clients has historically represented a majority of our total revenue growth.

Components of Results of Operations

Revenues

Our revenues primarily consist of service fees we charge customers to subscribe to our medical documentation and clinical support products. We generate subscription fees pursuant to contracts that typically have initial terms of one year, automatically renew after the initial term, and are subject to a 30-day to 90-day cancellation notice after the initial one year term. Subscription revenue is driven primarily by the number of clinicians using our services, the minimum number of hours contracted per month, and the contracted monthly price. We typically invoice customers one to three months in advance for subscriptions to our services. For customers who consistently use more or less than their monthly contracted tier hours, we have the ability to adjust these clinicians to a higher or lower hourly tier after notification. For a select number of customers, we bill any additional hours utilized above their contracted tier in a given month, at a prescribed contractual price. We also perform upfront implementation services which includes assessing the adequacy of clinician facility Wi-Fi capabilities, shipping devices and accessories to clinicians, testing, selecting and assigning MDSs, obtaining EHR credentials for the MDSs, and clinician orientation. Revenues associated with implementation efforts are deferred and recognized over a one to two year period.

The introduction of Augmedix Go in late 2023, and Augmedix Go Assist in April 2024, added new revenue models to our suite of products. Augmedix Go and Augmedix Go Assist are offered to our customers at a lower fixed subscription fee compared to Augmedix Live. Unlike Augmedix Live, Augmedix Go does not require human intervention to produce the medical note, and therefore has lower costs of revenue. Augmedix Go Assist also has much lower human intervention than Augmedix Live due to its use of our full technology stack, so it also has a lower cost of revenue than Augmedix Live. As we sell more of Augmedix Go and Augmedix Go Assist, or a portion of our existing customers convert from Augmedix Live to Go or Go Assist, we would expect our revenue growth rates to be constrained, but our gross margin to expand. Augmedix Go and Augmedix Go Assist revenue was immaterial during the six months ended June 30, 2024. At the same time, we have observed a slow-down in purchasing commitments by some providers as they evaluate the many AI offerings currently available. Compared to the year over year revenue growth rates we experienced in 2023, we would expect our revenue growth rates to be lower in 2024, but expect Augmedix Go and Augmedix Go Assist to ultimately result in robust revenue growth in future periods that is generated from products with inherently higher gross margins than our established Live product.

Cost of Revenues and Gross Profit

Cost of Revenues. Our cost of revenues primarily consists of the compensation related costs of MDSs and their direct supervisors, clinician support, and technical support. Cost of revenues also consists of infrastructure costs to operate our SaaS-based platform such as hosting fees and fees paid to various third-party partners for access to their technology, including automatic speech recognition technology and large language models, plus hardware depreciation and costs of shipping for the devices and accessories we provide to our clinicians.

Gross Profit. Our gross profit is calculated by subtracting our cost of revenues from revenues.Gross margin is expressed as a percentage of total revenues. Our gross profit may fluctuate from period to period as revenues fluctuate and as a result of the mix of MDS centers from which service is provided, operational efficiencies, product mix, and changes to our technology expenses and customer support.

Our gross profit varies by MDS center. We plan to focus on and grow the operations of the MDS centers with the best quality and highest gross margin. We intend to continue to invest additional resources in our platform infrastructure. We will also continue to invest in technology innovation to reduce the level of effort required by MDSs and the number of MDSs needed to deliver our services. We expect these optimization efforts and our investment in technology to expand the efficiency and capability of our platform, enabling us to improve our gross margin over time. The level and timing of investment in these areas, plus the mix of MDS centers, and product mix, could affect our cost of revenues in the future.

General and Administrative Expenses

General and administrative expenses consist primarily of employee compensation costs for operations management, finance, accounting, information technology, compliance, legal and human resources personnel, board of director costs, and our business support team in Bangladesh, including salaries, benefits, bonuses, and share-based compensation. In addition, general and administrative expenses include non-personnel costs, such as facilities, legal, accounting, insurance premiums, and other professional fees, as well as other supporting corporate expenses not allocated to other departments. We expect our general and administrative expenses will increase in absolute dollars as our business grows, but we expect general and administrative expenses to decrease as a percent of revenues in the coming years.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of employee compensation costs related to sales and marketing, including salaries, benefits, bonuses, and share-based compensation, costs of general marketing activities and promotional activities, travel-related expenses, and allocated overhead. Sales and marketing expenses also include onboarding costs for new clinicians and costs for advertising and other marketing activities. Advertising is expensed as incurred. We expect our sales and marketing expenses will increase in absolute dollars as we expand our sales and marketing efforts and onboarding capacity.

Research and Development Expenses

Research and development expenses consist of costs for the design, development, testing, and enhancement of our products and services and are generally expensed as incurred. These costs consist primarily of personnel costs, including salaries, benefits, bonuses, and share-based compensation for our development personnel. Research and development expenses also include direct MDS training costs, product management, third-party partner fees, and third-party consulting fees. We expect our research and development expenses will increase in absolute dollars as our business grows, but as a percent of revenues, research and development expenses are expected to decrease over time.

Other Income (Expense)

Other income (expense) includes interest expense and interest income. Interest expense consists of the interest incurred on our debt obligations, including non-cash interest expense associated with the amortization of debt discounts. Interest income includes interest income earned on our cash and cash equivalent balances held in interest-bearing savings accounts and money market funds. Additionally, other income (expense) includes and other category which consists of Bangladesh government grant income, foreign currency gains and losses due to exchange rate fluctuations on transactions denominated in a currency other than our functional currency, gains or losses on disposals of property and equipment, and losses on the extinguishment of our previous debt facilities.

Comparison for the three months ended June 30, 2024 and 2023:

The following table summarizes the results of our operations for the periods presented:

	Three Months Ended June 30,			
(Dollars in thousands)	**2024**	**2023**	**$ Change**	**% Change**
Revenues	$ 13,664	$ 10,780	$ 2,884	27 %
Cost of revenues	7,209	5,715	1,494	26 %
Gross profit	6,455	5,065	$ 1,390	27 %
Operating expenses:				
General and administrative	7,013	4,760	2,253	47 %
Sales and marketing	3,749	2,649	1,100	42 %
Research and development	4,418	2,590	1,828	71 %
Total operating expenses	15,180	9,999	5,181	52 %
Loss from operations	(8,725)	(4,934)	(3,791)	77 %
Other income (expense):				
Interest expense	(639)	(558)	(81)	15 %
Interest income	410	276	134	49 %
Change in fair value of warrant liability	—	(69)	69	(100) %
Other	590	303	287	95 %
Total other income (expense), net	361	(48)	409	(852) %
Net loss before income taxes	(8,364)	(4,982)	(3,382)	68 %
Income tax expense	86	51	35	69 %
Net loss	$(8,450)	$(5,033)	$(3,417)	68 %

Revenues

Revenues increased $2.9 million to $13.7 million during the three months ended June 30, 2024, as compared to $10.8 million during the three months ended June 30, 2023. The increase was primarily attributable to a 22% increase in the average number of clinicians in service in addition to a 3% increase in Average Annual Revenue Per Clinician. The increase in clinicians in service was driven predominantly by our existing Health Enterprises adding physicians. Dollar-based net revenue retention was 129% in the three months ended June 30, 2024. Our approximately 15% revenue exposure to group practices and independent doctors is growing slower than our Enterprise revenue, thus dollar based net revenue retention is growing faster than total revenue.

Cost of Revenues and Gross Margin

Cost of revenues increased $1.5 million to $7.2 million during the three months ended June 30, 2024, as compared to $5.7 million during the three months ended June 30, 2023. The increase was primarily attributable to the $1.2 million increase in MDS costs to support the growth in clinicians in service. Additionally, cloud hosting costs and depreciation from hardware grew $0.3 million as we have utilized more ASR and LLMs, consumed more cloud hosting as our clinician count increased, purchased more devices, and started amortizing internally developed software associated with Augmedix Go. As a result of operating efficiencies in our MDS operations and customer support, our gross margin was 47.2% during the three months ended June 30, 2024, as compared to 45.6% during the three months ended June 30, 2023.

General and Administrative Expenses

General and administrative expenses increased $2.3 million to $7.0 million during the three months ended June 30, 2024, as compared to $4.8 million during the three months ended June 30, 2023. The increase was attributable to a $1.0 million increase in salary and salary-related costs both from salary increases for current employees and from growth in headcount. In addition, there was a $0.2 million increase in costs due to software, contractor labor, travel, and reserve for uncollected receivables. Lastly there was an increase of $1.2 million of legal and professional costs related to the proposed acquisition transaction announced July 19, 2024.

Sales and Marketing Expenses

Sales and marketing expenses increased $1.1 million to $3.7 million during the three months ended June 30, 2024, as compared to $2.6 million during the three months ended June 30, 2023. As planned during the November 2023 equity raise, the Company invested in a larger Sales and Marketing organization. Consequently $0.8 million was attributable to added headcount and salary raises of the customer success, sales, and marketing teams. Lastly there was $0.3 million increase driven from more travel, advertising, and additional spend on an outside marketing agency.

Research and Development Expenses

Research and development expenses increased $1.8 million to $4.4 million during the three months ended June 30, 2024, as compared to $2.6 million during the three months ended June 30, 2023. This increase was mainly due to our additional investment in engineering and product headcount following our November 2023 equity raise. During the three months ended June 30, 2023, there was an expense reduction of $0.2 million from the capitalization of the internal development of Augmedix Go.

Other Income (Expenses)

Our interest expense increased $0.1 million to $0.6 million during the three months ended June 30, 2024, compared to $0.6 million during the three months ended June 30, 2023. The increase was attributable to a higher interest rate on our debt due to the higher Federal Funds rate. Our interest income increased by $0.1 million to $0.4 million during the three months ended June 30, 2024 compared to $0.3 million during the three months ended June 30, 2023, due to higher cash and money market fund balances following the equity raises in April and November of 2023 and higher market interest rates.

The other category in Other income (expense) increased $0.3 million to income of $0.6 million during the three months ended June 30, 2024 compared to $0.3 million of income during the three months ended June 30, 2023. The increase was due to incentive grant payments from the Bangladesh Government for investments made in Bangladesh.

Comparison for the six months ended June 30, 2024 and 2023:

The following table summarizes the results of our operations for the periods presented:

	Six Months Ended June 30,			
(Dollars in thousands)	**2024**	**2023**	**$ Change**	**% Change**
Revenues	$ 27,136	$ 20,408	$ 6,728	33 %
Cost of revenues	14,340	10,957	3,383	31 %
Gross profit	12,796	9,451	$ 3,345	35 %
Operating expenses:				
General and administrative	12,360	8,967	3,393	38 %
Sales and marketing	7,313	5,212	2,101	40 %
Research and development	8,250	5,300	2,950	56 %
Total operating expenses	27,923	19,479	8,444	43 %
Loss from operations	(15,127)	(10,028)	(5,099)	51 %
Other income (expense):				
Interest expense	(1,255)	(966)	(289)	30 %
Interest income	913	438	475	108 %
Change in fair value of warrant liability	—	(69)	69	(100) %
Other	527	437	90	21 %
Total other income (expense), net	185	(160)	345	(216) %
Net loss before income taxes	(14,942)	(10,188)	(4,754)	47 %
Income tax expense	7	84	(77)	(92) %
Net loss	$(14,949)	$(10,272)	$(4,677)	46 %

Revenues

Revenues increased $6.7 million to $27.1 million during the six months ended June 30, 2024, as compared to $20.4 million during the six months ended June 30, 2023. The increase was primarily attributable to a 29% increase in the average number of clinicians in service in addition to a 3% increase in Average Annual Revenue Per Clinician. The increase in clinicians in service was driven predominantly by our existing Health Enterprises adding physicians. Dollar-based net revenue retention was 135% in the six months ended June 30, 2024. Our approximately 15% revenue exposure to group practices and independent doctors is growing slower than our Enterprise revenue, thus dollar based net revenue retention is growing faster than total revenue.

Cost of Revenues and Gross Margin

Cost of revenues increased $3.4 million to $14.3 million during the six months ended June 30, 2024, as compared to $11.0 million during the six months ended June 30, 2023. The increase was primarily attributable to the $3.0 million increase in MDS costs to support the growth in clinicians in service. Additionally, cloud hosting costs and depreciation from hardware grew $0.4 million as we have utilized more ASR and LLMs, consumed more cloud hosting as our clinician count increased, purchased more devices, and started amortizing internally developed software associated with Augmedix Go. As a result of operating efficiencies in our MDS operations and customer support, our gross margin was 47.2% during the six months ended June 30, 2024, as compared to 46.3% during the six months ended June 30, 2023.

General and Administrative Expenses

General and administrative expenses increased $3.4 million to $12.4 million during the six months ended June 30, 2024, as compared to $9.0 million during the six months ended June 30, 2023. The increase was attributable to a $1.6 million increase in higher salary and salary-related costs both from higher salaries at current employees and from growth in headcount. There was a $0.7 million increase due to higher recruiting costs, contractor labor, travel, reserve for uncollected receivables and software. Lastly there was an increase of $1.1 million of legal and professional costs, of which $1.2 million was related to the proposed merger with Commure, Inc. announced on July 19, 2024.

Sales and Marketing Expenses

Sales and marketing expenses increased $2.1 million to $7.3 million during the six months ended June 30, 2024, as compared to $5.2 million during the six months ended June 30, 2023. As planned during the November 2023 equity raise, the Company invested in a larger Sales and Marketing organization. Consequently $1.5 million was attributable to added headcount and salary raises of the Customer Success, Sales, and Marketing teams. Lastly there was $0.6 million increase driven from more travel, advertising, and additional spend on an outside marketing agency.

Research and Development Expenses

Research and development expenses increased $3.0 million to $8.3 million during the six months ended June 30, 2024, as compared to $5.3 million during the six months ended June 30, 2023. This increase was mainly due to our additional investment in engineering and product headcount following our November 2023 equity raise. During the six months ended June 30, 2023, the Company capitalized $0.2 million of internally developed software costs related Augmedix Go.

Other Income (Expenses)

Our interest expense increased $0.3 million to $1.3 million during the six months ended June 30, 2024, compared to $1.0 million during the six months ended June 30, 2023. The increase was attributable to a higher interest rate on our debt due to the higher Federal Funds rate combined with an increase in our total debt outstanding. Our interest income increased by $0.5 million to $0.9 million during the six months ended June 30, 2024 compared to $0.4 million during the six months ended June 30, 2023, due to higher cash and money market fund balances following the equity raises in April and November of 2023 and higher market interest rates.

The other category in Other income (expense), net increased $0.1 million to $0.5 million in the six months ended June 30, 2024 compared to $0.4 million of income during the six months ended June 30, 2023. The increase was primarily due to incentive grant payments from the Bangladesh Government for investments made in Bangladesh in the six months ended June 30, 2024, offset by a $0.1 million expense from a write off the lease hold improvements from the building in Bangladesh that the Company no longer occupies.

Liquidity and Capital Resources

The Company has historically funded its operations primarily by debt and equity financings, and revenue generated from our customers.

As of June 30, 2024, we had cash and cash equivalents of $28.2 million. We have incurred recurring losses and negative cash flows from operations since inception and have an accumulated deficit at June 30, 2024 of $159.9 million. We have relied on debt and equity financing to fund operations to date and we expect losses and negative cash flows to continue, primarily as a result of continued research, development and marketing efforts. We believe our cash balance will provide sufficient resources to meet working capital needs for over twelve months from the filing date of the Form 10-Q for the three and six months ended June 30, 2024. Over the longer term, if we do not generate sufficient revenue from new and existing products, additional debt or equity financing may be required along with a reduction in expenditures.

The following table summarizes our sources and uses of cash for each of the periods presented:

	Six Months Ended June 30,	
(in thousands)	**2024**	**2023**
Cash (used in) provided by:		
Operating activities	$ (12,045)	$ (12,175)
Investing activities	(903)	(1,475)
Financing activities	133	16,969
Effects of exchange rate changes on cash and restricted cash	(100)	(47)
Net increase (decrease) in cash, cash equivalents and restricted cash	$ (12,915)	$ 3,272

Operating Activities

Cash used in operating activities was $12.0 million and $12.2 million for the six months ended June 30, 2024 and 2023, respectively. Cash used in operating activities during the six months ended June 30, 2024 principally resulted from our net loss of $14.9 million, which includes non-cash charges of $4.1 million, and a decrease in cash caused by a $1.2 million net decrease in our operating assets and liabilities. The negative operating cash flow for the six months ended June 30, 2024 includes the payment of the 2023 annual bonus of approximately $3 million, that was paid, as typical, in the first quarter of the Company's fiscal year.

Cash used in operating activities during the six months ended June 30, 2023 principally resulted from our net loss of $10.3 million, which includes non-cash charges of $2.3 million, and decreases in working capital of $4.3 million.

Investing Activities

Cash used in investing activities was $0.9 million and $1.5 million for the six months ended June 30, 2024 and 2023, respectively. Cash used in investing activities resulted from capital expenditures of property and equipment for both periods presented.

Financing Activities

Cash provided by financing activities during the six months ended June 30, 2024 of $0.1 million predominantly included cash proceeds from the exercise of stock options.

Cash provided by financing activities during the six months ended June 30, 2023 of $17.0 million principally resulted from $11.8 million from issuance of common stock , and warrants, net of issuance costs, $5.0 million in debt proceeds and $0.2 million from the exercise of stock option, and $0.1 million of financing fees.

Contractual Obligations and Commitments

The following summarizes our significant contractual obligations as of June 30, 2024:

	Payments due by period				
(in thousands)	Total	Less than 1 year	1-3 years	4-5 years	More than 5 years
Cloud computing contract obligation	5,316	—	1,740	3,576	—
Debt obligations (excluding interest)	21,225	5,000	16,225	—	—
Operating lease obligations	5,507	1,493	3,058	955	—
Total	$ 32,048	$ 6,493	$ 21,023	$ 4,531	$ —

In May 2024, the Company entered into a non-cancelable five-year contract to obtain cloud computing services that replaced a prior three-year contract entered into in June 2021. The purchase commitment over the five-year period is $5.3 million.

Off-Balance Sheet Arrangements

As of June 30, 2024, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or variable interest entities, which would have been established for the purpose of facilitatingoff-balancesheet arrangements or other contractually narrow or limited purposes.

Critical Accounting Policies and Estimates

Other than as described under Note 2 to our unaudited interim condensed consolidated financial statements, the Critical Accounting Policies and Significant Judgments and Estimates included in our Form 10-K for the year ended December 31, 2023, filed with the SEC on March 26, 2024, have not materially changed.

JOBS Act Accounting Election

We are an emerging growth company, as defined in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that we (i)are no longer an emerging growth company or (ii)affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. We have elected to early adopt certain new accounting standards, as described in Note 2 of our consolidated financial statements. As a result, these financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates.

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our unaudited financial statements appearing elsewhere in this Quarterly Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item .

ITEM 4. CONTROLS AND PROCEDURES.

Management's Evaluation of our Disclosure Controls and Procedures

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in company reports filed or submitted under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

We do not expect that our disclosure controls and procedures will prevent all errors and all instances of fraud. Disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable assurance of achieving the desired control objectives. Further, the design of disclosure controls and procedures must reflect the fact that there are resource constraints, and the benefits must be considered relative to their costs. The design of disclosure controls and procedures also is based partly on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

As of June 30, 2024, as required by Rules 13a-15 and 15d-15 under the Exchange Act, our Chief Executive Officer and Chief Financial Officer carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures. Based upon their evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) were not effective at the reasonable assurance level as of such date, due to the material weakness in our internal control over technical accounting analyses, and the regular review and application of accounting policies, as the Company grew and its operations changed. Notwithstanding the identified material weakness, management has concluded that the consolidated financial statements included in this Form 10-Q present fairly, in all material respects, the Company's financial position, results of operations, and cash flows for the periods disclosed in accordance with GAAP.

Remediation Efforts to Address the Material Weakness

A material weakness in our internal control over the application of accounting policies was identified as of September 30, 2022. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our consolidated financial statements will not be prevented or detected on a timely basis. The material weakness identified was a lack of sufficient resources in our finance function to meet our financial reporting requirements. This material weakness resulted in insufficient management review of accounting policies as our company grew. Management continues to review and make necessary changes to the overall design of our internal control environment, including implementing additional internal controls over the annual review of all relevant accounting policies, particularly in areas where our operations have changed.

To address this material weakness we added additional resources during the year ended December 31, 2023, including engaging a third-party technical accounting expert to assist the Company in applying Generally Accepted Accounting Principles to the Company's transactions. The Company is additionally modifying its management review controls over significant and unusual transactions and is working to enhance its documentation around accounting policy determinations. Notably, in the second quarter of 2024, management developed an accounting policy manual that documents the relevant and significant accounting policies of the Company, instituted monthly accounting close monitoring controls to ensure significant and unusual transactions are identified, and instituted controls to ensure that significant and unusual transactions are reviewed for the proper accounting treatment. The material weakness will not be considered remediated until the applicable remedial controls operate for a sufficient period of time and management has concluded, through testing, that these controls are designed and operating effectively. Although we plan to complete this remediation process as quickly as possible, we cannot estimate at this time how long it will take.

Changes in Internal Control over Financial Reporting

During the quarter ended June 30, 2024, there have been no changes in our internal control over financial reporting as such term is defined in Rule 13a-15(f) and 15(d)-15(f) promulgated under the Exchange Act, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

We are not a party to any material pending legal proceedings. From time to time, we may become involved in lawsuits and legal proceedings that arise in the ordinary course of business.

ITEM 1A. RISK FACTORS.

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A "Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC on March 26, 2024. There have been no material changes in reported risk factors from the information reported in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, other than as described below.

Risks Relating to the Pending Merger

The Merger, the pendency of the Merger or our failure to consummate the Merger could have a material adverse effect on our business, results of operations, financial condition and the price of our Common Stock.

On July 19, 2024, we entered into an agreement and plan of merger (the "Merger Agreement") pursuant to which we have agreed to merge (the "Merger") with Anderson Merger Sub, Inc., a Delaware corporation and direct wholly-owned subsidiary of Commure, Inc. ("Parent"). The Merger is subject to certain closing conditions, including approval of the Merger Agreement by our stockholders and such other conditions to completion as set forth in the Merger Agreement. There is no assurance that all of the various conditions will be satisfied, or that the Merger will be completed on the proposed terms, within the expected timeframe, or at all. Our ongoing business may be materially adversely affected by the announcement or the pendency of the Merger, and we would be subject to a number of risks, including the following:

- we may experience negative publicity, which could have an adverse effect on our ongoing operations including, but not limited to, retaining and attracting employees and maintaining our relationships with existing customers and obtaining potential new customers;
- we will be required to pay certain significant costs relating to the Merger, regardless of if the Merger is consummated, such as for example legal, accounting, financial advisory, regulatory, printing and other professional services fees, which may relate to activities that we would not have undertaken other than in connection with the Merger;
- we are unable to solicit other acquisition proposals during the pendency of the Merger;
- while the Merger Agreement is in effect, we are subject to restrictions on our business activities, including, among other things, restrictions on our ability to engage in certain kinds of material transactions, or incurring certain indebtedness, which could prevent us from pursuing strategic business opportunities, taking actions with respect to the business that we may consider advantageous and responding effectively and/or timely to competitive pressures and industry developments, and may as a result materially adversely affect our business, results of operations and financial condition;
- matters relating to the Merger require substantial commitments of time and resources by our management, which could result in the distraction of management from ongoing business operations and pursuing other opportunities that could have been beneficial to us; and
- we may commit significant time and resources to defending against litigation (from our stockholders or otherwise) related to the Merger.

If the Merger is not consummated, the risks described above may materialize or be worsened, and they may have a material adverse effect on our business, results of operations, financial condition and the price of our Common Stock, particularly to the extent that the current market price of our Common Stock reflects an assumption that the Merger will be completed. If the Merger is not consummated, investor confidence could decline, stockholder litigation could be brought against us, our directors and/or officers, relationships with existing and prospective customers, service providers, investors, lenders and other business partners may be adversely impacted, we may be unable to attract or retain key personnel, our employees could be distracted and their productivity decline and profitability may be adversely impacted due to costs incurred in connection with the pending Merger. We may experience negative reactions from the financial markets, including negative impacts on our stock price, and it is uncertain when, if ever, the price of our shares would return to the prices at which our shares traded prior to the failure of the

proposed Merger. If the Merger is not consummated, including as a result of our stockholders failing to approve the Merger, our stockholders will not receive any payment for their shares of our Common Stock in connection with the Merger. Instead, we will remain a public company, our Common Stock will continue to be listed and traded on The Nasdaq Stock Market and registered under the Securities Exchange Act of 1934, as amended, and we will be required to continue to file periodic reports with the SEC.

Even if successfully completed, there are certain risks to our stockholders from the Merger, including:

- the amount of cash to be paid per share under the Merger Agreement is fixed and will not be adjusted for changes in our business, assets, liabilities, prospects, outlook, financial condition or operating results or in the event of any change in the market price of, analyst estimates of, or projections relating to, our Common Stock;
- the fact that receipt of the all-cash per share consideration under the Merger Agreement is taxable to stockholders that are treated as U.S. holders for U.S. federal income tax purposes; and
- the fact that, if the Merger is completed, our stockholders will not participate in any future growth potential or benefit from any future increase in the value of the Company.

The proposed Merger is subject to approval of our stockholders as well as the satisfaction of other closing conditions, some or all of which may not be satisfied or completed within the expected timeframe, or at all.

The proposed Merger may not be completed within the expected timeframe, or at all, as a result of various factors and conditions, some of which are beyond our control. Completion of the Merger is subject to a number of closing conditions, including, among others, (1) the adoption of the Merger Agreement by the affirmative vote of the stockholders of the Company of not less than a majority of the issued and outstanding shares of Company Common Stock and (2) the absence of a "Company Material Adverse Effect" (as defined in the Merger Agreement) with respect to the Company. We can provide no assurance that all required consents and approvals will be obtained or that all closing conditions will otherwise be satisfied (or waived, if applicable), and, even if all required consents and approvals can be obtained and all closing conditions are satisfied (or waived, if applicable), we can provide no assurance as to the terms, conditions and timing of such consents and approvals or the timing of the completion of the Merger. Many of the conditions to completion of the Merger are not within our control, and we cannot predict when or if these conditions will be satisfied (or waived, if applicable). Other developments beyond our control, including, but not limited to, changes in domestic or global economic, political or industry conditions may affect the timing or success of the Merger. Additionally, under circumstances specified in the Merger Agreement, we or Parent may terminate the Merger Agreement. Any adverse consequence of the pending Merger could be exacerbated by any delays in completion of the Merger or by the termination of the Merger Agreement.

The obligation of each party to the Merger Agreement to consummate the Merger is also subject to the accuracy of the representations and warranties of the other party (subject to customary materiality qualifications) and compliance in all material respects with the covenants and agreements contained in the Merger Agreement as of the closing of the Merger, including, with respect to us, covenants to conduct our business in the ordinary course in all material respects consistent with past practice and to not engage in certain kinds of material transactions prior to closing of the Merger. In addition, the Merger Agreement may be terminated under certain specified circumstances, including, but not limited to, in connection with a change in the recommendation of our Board of Directors to enter into an agreement for a Superior Proposal (as defined in the Merger Agreement). As a result, we cannot assure you that the Merger will be completed, even if our stockholders approve the Merger, or that, if completed, it will be exactly on the terms set forth in the Merger Agreement or within the expected timeframe.

We will be subject to various uncertainties while the Merger is pending that may cause disruption and may make it more difficult to maintain relationships with our employees and third-party business partners.

Our efforts to complete the Merger could cause substantial disruptions in, and create uncertainty surrounding, our business, which may materially adversely affect our business, results of operations and financial condition. Uncertainty as to whether the Merger will be completed may affect our ability to recruit prospective employees or to retain and motivate existing employees. Employee retention may be particularly challenging while the Merger is pending because employees may experience uncertainty about their roles following the Merger. A substantial amount of our management's and employees' attention will be directed toward the completion of the Merger and thus be diverted from our day-to-day operations.

Uncertainty as to the future could adversely affect our business and our relationship with third parties. For example, certain of our customers may decide not to work with us anymore as a result of the proposed Merger, which could result in a permanent loss of such customers even if the Merger is not consummated. Changes to or termination of existing business relationships could adversely affect our revenue, earnings and financial condition, as well as the market price of our Common Stock. The adverse effects of the pendency of the Merger could be exacerbated by any delays in completion of the Merger or by the termination of the Merger Agreement.

While the Merger is pending and the Merger Agreement is in effect, we are subject to restrictions on our business activities.

While the Merger is pending and the Merger Agreement is in effect, we are generally required to conduct our business in the ordinary course in all material respects consistent with past practice. Pursuant to the terms of the Merger Agreement, we are restricted from taking certain specified actions without Parent's prior consent, which is not to be unreasonably withheld, conditioned or delayed. These limitations including, among other things, certain restrictions on our ability to amend our organizational documents; acquire other businesses and assets; make certain investments; repurchase, reclassify or issue securities; make loans; pay dividends; incur indebtedness; incur capital expenditure; enter into certain contracts; change accounting policies or procedures; settle certain litigation; change tax classifications and elections; hire or engage employees and independent contractors; or take certain actions relating to intellectual property of the Company. These restrictions could prevent us from pursuing strategic business opportunities and taking actions with respect to our business that we may consider advantageous and may, as a result, materially and adversely affect our business, results of operations and financial condition. Adverse effects arising from these restrictions during the pendency of the Merger could be exacerbated by any delays in consummation of the Merger or termination of the Merger Agreement.

The Merger Agreement limits our ability to pursue alternatives to the Merger and may discourage other companies from trying to acquire us for greater consideration than what Parent has agreed to pay.

The Merger Agreement contains provisions that make it more difficult for us to sell our business to a company other than Parent. These provisions include a general prohibition on us soliciting any acquisition proposal or offer for a competing transaction during the pendency of the Merger. If we terminate the Merger Agreement under certain special circumstances set forth in the Merger Agreement, we may be required to pay Parent a termination fee equal to approximately $5.24 million.

These provisions might discourage a third party that has an interest in acquiring all or a significant part of the Company from considering or proposing an acquisition, even if the party were prepared to pay consideration with a higher per share cash or market value than the cash value proposed to be received in the Merger, or might result in a potential competing acquirer proposing to pay a lower price than it might otherwise have proposed to pay because of the added expense of the termination fee that may become payable in certain circumstances.

In certain instances, the Merger Agreement requires us to pay a termination fee to Parent, which could affect the decisions of a third party considering making an alternative acquisition proposal.

In certain specified circumstances further described in the Merger Agreement, in connection with the termination of the Merger Agreement, we will be required to pay Parent a termination fee of $5.24 million. This payment could affect the structure, pricing and terms proposed by a third party seeking to acquire or merge with us and could discourage a third party from making a competing acquisition proposal or inquiry, including a proposal that would be more favorable to our stockholders than the Merger. For these and other reasons, termination of the Merger Agreement could materially and adversely affect our business, results of operations and financial condition, which in turn could materially and adversely affect the price of our Common Stock.

We may be the target of securities class action and derivative lawsuits and other legal or regulatory proceedings, which could result in substantial costs and may delay or prevent the Merger from being completed.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements. Even if such lawsuits or other legal or regulatory proceedings are without merit, defending against these claims can result in substantial costs and divert management time and resources. An adverse judgment in any such lawsuits or proceedings could result in monetary damages payable by the Company, which could have a negative impact on our liquidity, results of operations and financial condition. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting completion of the proposed Merger, then that injunction may delay or prevent the proposed Merger from being completed, which may exacerbate the other risks described herein and adversely affect our business, results of operation and financial condition.

The recent civil unrest in Bangladesh has negatively affected, and may continue to negatively impact, the Company's operations in Bangladesh.

As of June 30, 2024, approximately 75% of our employees are based in Bangladesh, where we provide service approximately 40% of our clinicians, perform development activities, and conduct various support functions. In July 2024, clashes in Bangladesh began between student protestors, security officials and activists over a quota system for government jobs in Bangladesh. On August 5, 2024, the Bangladesh prime minister abruptly resigned and left the country. An interim government was sworn in on August 8, 2024. The civil unrest has affected some of the Company's operations in Bangladesh, as the internet was shut down in Bangladesh during portions of July due to the protests. These events have also affected our ability to provide services to some customers during this time. As of the date of this Form 10-Q, the civil unrest in Bangladesh is ongoing, and the future impact of these events on the Company's operations in Bangladesh remains uncertain. If the civil unrest in Bangladesh continues, it may have a significant negative impact on the Company's business and may result in decreased profitability, financial loss, adverse impact on our customer relationships and reputational damage.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

During the six months ended June 30, 2024, none of our directors or executive officers adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement" as defined in Item 408(c) of Regulation S-K.

ITEM 6. EXHIBITS.

The following is a list of exhibits filed as part of this Quarterly Report on Form 10-Q. Where so indicated, exhibits that were previously filed are incorporated by reference. For exhibits incorporated by reference, the location of the exhibit in the previous filing is indicated.

Exhibit Number	Description
2.1	Agreement and Plan of Merger and Reorganization among Malo Holdings Corporation, a Delaware corporation, August Acquisition Corp, a Delaware corporation, and Augmedix, Inc., a Delaware corporation (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed with the SEC on October 9, 2020).
2.2*	Agreement and Plan of Merger dated July 19, 2024, by and among Commure, Inc., Anderson Merger Sub, Inc. and Augmedix, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed with the SEC on July 19, 2024).
3.1	Restated certificate of incorporation, filed with the Secretary of State of the State of Delaware on October 5, 2020 (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed with the SEC on October 9, 2020)
3.2	Restated Bylaws (incorporated by reference to Exhibit 3.3 to the Current Report on Form 8-K filed with the SEC on October 9, 2020)
10.1	Seventh Omnibus Amendment, entered into on April 9, 2024, by and among Augmedix Operating Corp., f/k/a Augmedix, Inc., Dignity Health, Dignity Health Medical Foundation, and Pacific Central Coast Health Centers (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on April 15, 2024)
10.2**	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 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on April 18, 2024)
10.3**	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 (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on April 18, 2024)
10.4	Voting and Support Agreement, dated July 19, 2024, by and among Commure, Inc. Anderson Merger Sub, Inc. , RAF, L.P., Redmile Capital Fund, LP, Redmile Capital Offshore Master Fund, Ltd, Redmile Strategi c Trading Sub, Ltd., Redmile Private In vestments II, L.P., and RedCo II Master Fund, L.P.
10.5	Voting and Support Agreement, dated July 19, 2024, by and among Commure, Inc. Anderson Merger Sub, Inc. and HINSIGHT-AUGX HOLDINGS, LLC.
10.6	Voting and Support Agreement, dated July 19, 2024, by and among Commure, Inc. Anderson Merger Sub, Inc. and Emmanuel Krakaris.
31.1+	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2+	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1#	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2#	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.

101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

This certification is being furnished solely to accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C Section 1350 and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing of the registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

\+ Filed herewith.

* All schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

** 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, thereunto duly authorized.

AUGMEDIX, INC.
(Registrant)

Date: August 12, 2024	By:	/s/ Emmanuel Krakaris
	Name:	Emmanuel Krakaris
	Title:	President, Chief Executive Officer and Secretary (Principal Executive Officer)
Date: August 12, 2024	By:	/s/ Paul Ginocchio
	Name:	Paul Ginocchio
	Title:	Chief Financial Officer (Principal Accounting and Financial Officer)

Execution Version
CONFIDENTIAL

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "Agreement"), dated as of July 19, 2024, is by and among Commure, Inc., a Delaware corporation ("Parent"), Anderson Merger Sub, Inc., a Delaware corporation and a wholly-owned direct subsidiary of Parent ("Merger Sub"), and the undersigned stockholder (the "Stockholder").

WHEREAS, the Stockholder is, as of the date hereof, the record and/or beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which meaning will apply for all purposes of this Agreement) of the number of shares of Company Common Stock of Augmedix, Inc., a Delaware corporation (the "Company"), in each case, as set forth below the Stockholder 's name and signature on its signature page hereto;

WHEREAS, Parent, Merger Sub, and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof, in the form attached hereto as Exhibit A and as may be amended, supplemented or otherwise modified from time to time (the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in the Merger Agreement (capitalized terms used herein without definition shall have the respective meanings specified in the Merger Agreement); and

WHEREAS, as a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement and as an inducement and in consideration therefor, Parent and Merger Sub have required that the Stockholder, and the Stockholder has (in solely the Stockholder's capacity as a beneficial owner of Equity Interests (as defined below)) agreed to, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Representations and Warranties of Stockholder. The Stockholder (in solely the Stockholder's capacity as a record and/or beneficial owner of Equity Interests) hereby represents and warrants to Parent and Merger Sub as follows:

(a) As of the time of execution of this Agreement, such Stockholder (i) is the record and/or beneficial owner of the outstanding shares of Company Common Stock (together with any outstanding shares of Company Common Stock, Company Preferred Stock or other Securities, which such Stockholder may acquire at any time in the future during the term of this Agreement, the "Stockholder Securities") set forth opposite the Stockholder's signature page hereto, and (ii) except as set forth on the Stockholder's signature page to this Agreement, neither holds nor has any beneficial ownership interest in any other shares of Company Capital Stock or any option, warrant, call, proxy, commitment, right or other Securities convertible, exchangeable or exercisable

therefor or other instrument, obligation or right the value of which is based on any of the foregoing (each, an "Equity Interest").

(b) The Stockholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement has been duly and validly executed and delivered by the Stockholder and, assuming this Agreement constitutes a legal, valid and binding obligation of Parent and Merger Sub, this Agreement constitutes a legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, subject to bankruptcy, insolvency (including all applicable legal requirements relating to fraudulent transfers), reorganization, moratorium and similar legal requirements of general applicability relating to or affecting creditors' rights and subject to general principles of equity.

(d) Neither the execution and delivery of this Agreement nor the consummation by the Stockholder of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or Stockholder's assets are bound, except for such violations, defaults or conflicts as would not prevent or materially delay the Stockholder's performance of its obligations under this Agreement. Assuming compliance with the applicable provisions of the HSR Act, if applicable, and any applicable filing, notification or approval in any foreign jurisdiction required by Antitrust Law, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the Merger Agreement and the transactions contemplated thereby are obtained or made, the consummation by the Stockholder of the transactions contemplated hereby will not (i) cause a violation, or a default, by the Stockholder of any applicable legal requirement or decree, order or judgment binding on the Stockholder or the Stockholder Securities, (ii) conflict with, result in a breach of, or constitute a default on the part of the Stockholder under any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or its assets are bound, other than as required under the Exchange Act, and except for such violations, defaults or conflicts or breaches as would not, individually or in the aggregate, prevent or materially delay the performance by the Stockholder or any of its obligations under this Agreement and the Merger Agreement, or (iii) if such Stockholder is an entity, violate any provision of such Stockholder's organizational documents, except in each such case of clauses (i) through (iii) as would not prevent or materially delay the Stockholder's performance of its obligations under this Agreement.

(e) The Stockholder Securities and the certificates, if any, representing such Stockholder Securities owned by the Stockholder are now, and, subject to Section 3(b), at all times during the term hereof will be, held by the Stockholder or by a nominee or custodian for the benefit of such Stockholder, free and clear of all liens, encumbrances,

subscriptions, options, warrants, calls, proxies, commitments, restrictions and contracts of any kind, except for any such liens or encumbrances arising hereunder, any applicable restrictions on transfer under the Securities Act and any liens, encumbrances, subscriptions, options, warrants, calls, proxies, commitments, restrictions or contracts that would not materially impair the Stockholder's ability to perform his/her/its obligations hereunder (such liens and encumbrances, "Permitted Liens").

(f) Subject only to community property laws and any applicable restrictions on transfer under the Securities Act, the Stockholder has full voting power, with respect to his/her/its shares of Company Common Stock, and full power of disposition, full power to issue instructions with respect to the matters set forth herein, and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of his/her/its shares of Company Common Stock held in the name of the Stockholder. The Stockholder Securities of such Stockholder are not subject to any proxy, voting trust or other agreement, arrangement or restriction with respect to the voting of such Stockholder Securities.

(g) As of the time of execution of this Agreement, there is no Legal Proceeding pending or, to the knowledge of the Stockholder, threatened against the Stockholder at law or equity before or by any Governmental Authority that would reasonably be expected to materially impair or materially delay the performance by the Stockholder of its obligations under this Agreement or otherwise materially and adversely impact the Stockholder's ability to perform its obligations hereunder.

(h) The Stockholder has received and reviewed a copy of the Merger Agreement. The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

(i) No broker, investment bank, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or similar fee or commission for which Parent, Merger Sub or the Company would be responsible in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Stockholder (it being understood that arrangements of the Company or its other Affiliates shall not be deemed to be an arrangement of such Stockholder).

SECTION 2. Representations and Warranties of Parent and Merger Sub. Each of Parent and Merger Sub hereby, jointly and severally, represents and warrants to the Stockholder as follows:

(a) Each of Parent and Merger Sub is an entity duly organized, validly existing and in good standing under the laws of the State of Delaware and each of Parent and Merger Sub have the limited liability company or corporate power and authority, as the case may be, to execute and deliver and perform their obligations under this Agreement and the Merger Agreement and to consummate the transactions contemplated hereby and thereby, and each has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement and the Merger Agreement.

(b) Each of this Agreement and the Merger Agreement has been duly authorized, executed and delivered by each of Parent and Merger Sub, and, assuming each of this Agreement and the Merger Agreement constitutes legal, valid and binding obligations of the other parties hereto and thereto, constitutes the legal, valid and binding obligations of each of Parent and Merger Sub, are enforceable against each of them in accordance with their terms, subject to bankruptcy, insolvency (including all legal requirements relating to fraudulent transfers), reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and subject to general principles of equity.

(c) Assuming compliance with the applicable provisions of the HSR Act, if applicable, and any applicable filing, notification or approval in any foreign jurisdiction required by Antitrust Laws, the execution and delivery of this Agreement and the Merger Agreement by each of Parent and Merger Sub, and the consummation of the transactions contemplated by this Agreement and the Merger Agreement, will not: (i) cause a violation, or a default, by Parent or Merger Sub of any applicable legal requirement or decree, order or judgment applicable to Parent or Merger Sub, or to which either Parent or Merger Sub is subject; (ii) conflict with, result in a breach of, or constitute a default on the part of Parent or Merger Sub under any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which either Parent or Merger Sub is a party or by which either Parent or Merger Sub or their respective assets are bound; or (iii) violate any provision of Parent's or Merger Sub's organizational documents, except, in each case of the foregoing clauses (i), (ii) and (iii), for such violations, defaults, conflicts or breaches as would not, individually or in the aggregate, prevent or materially delay the performance by either Parent or Merger Sub or any of their obligations under this Agreement and the Merger Agreement. Except as may be required by the Exchange Act (including the filing with the SEC of the Proxy Statement), any "anti- takeover" laws, the DGCL, in connection with the HSR Act and any filing, notification or approval in any foreign jurisdiction required by Antitrust Laws, neither Parent nor Merger Sub, nor any of Parent's other Affiliates, is required to make any filing with or give any notice to, or to obtain any consent or approval from, any Person at or prior to the consummation of the transactions contemplated in connection with the execution and delivery of this Agreement or the Merger Agreement by Parent or Merger Sub or the consummation by Parent or Merger Sub of the Merger and the other transactions contemplated by the Merger Agreement, other than such filings, notifications, approvals, notices or consents that, if not obtained, made or given, would not, individually or in the aggregate, prevent or materially delay the performance by either Parent or Merger Sub of any of their obligations under this Agreement and the Merger Agreement.

SECTION 3. Transfer of the Shares; Other Actions.

(a) Prior to the Termination Date, except as otherwise expressly provided herein (including pursuant to this Section 3 or Section 4) or in the Merger Agreement, the Stockholder shall not, and shall cause each of its Subsidiaries not to: (i) transfer, assign, sell, gift-over, hedge, pledge or otherwise dispose (whether by sale,

liquidation, dissolution, dividend or distribution) of, enter into any derivative arrangement with respect to, or create any lien or encumbrance (other than Permitted Liens) on or enter into any agreement with respect to any of the foregoing ("Transfer," which for the avoidance of doubt does not include any exercise of Equity Interests), any or all of Stockholder's Equity Interests in the Company, including any Stockholder Securities; (ii) enter into any contract, option or other agreement, arrangement or understanding with respect to any Transfer; (iii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Stockholder Securities with respect to any matter that is in contravention of the obligations of Stockholder under this Agreement with respect to Stockholder's Equity Interests; (iv) deposit any of Stockholder's Equity Interests, including the Stockholder Securities, into a voting trust, or enter into a voting agreement or arrangement with respect to any of such Equity Interests, including the Stockholder Securities, in contravention of the obligations of Stockholder under this Agreement with respect to Stockholder's Equity Interests; or (v) knowingly take or cause the taking of any other action that would materially restrict or prevent the performance of such Stockholder's obligations hereunder, excluding any bankruptcy filing. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*. If any involuntary Transfer of any of the Stockholder Securities shall occur (including, but not limited to, a sale by Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Stockholder Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the Termination Date.

(b) Notwithstanding the foregoing, the Stockholder may make (i) Transfers of Equity Interests by will, intestacy, Governmental Order or by operation of Law or other transfers for estate planning purposes, (ii) with respect to such Stockholder's Company Options or Company Warrants which expire on or prior to the termination of the Merger Agreement or as a result of the consummation of the Merger, Transfers or cancellations of the underlying shares of Company Common Stock to the Company (A) in payment of the exercise price of such Stockholder's Company Options or Company Warrants and (B) in order to satisfy taxes or tax withholding obligations applicable to the exercise of such Stockholder's Company Options or Company Warrants, (iii) with respect to such Stockholder's Company RSUs, Company Options or Company SARs, Transfers or cancellations of the underlying shares of Company Common Stock to the Company in order to satisfy taxes or tax withholding obligations or for the net settlement of such Company RSUs, Company Options or Company SARs, (iv) Transfers of shares or other Equity Interests to any stockholders, members partners or equityholders if the Stockholder is an entity, (v) Transfers of shares or other Equity Interests to any Affiliate or Permitted Transferee, and (vii) other Transfers of shares or other Equity Interests as Parent may otherwise agree in writing in its sole discretion (but only with the prior written consent of the Company), so long as, in the case of the foregoing clauses (i), (iv) and (v), any such transferee shall agree in writing to be bound by this Agreement as a condition to the consummation of any

such Transfer."Permitted Transferee" means, with respect to the Stockholder, (i) a spouse, lineal descendant or antecedent, brother or sister, child or grandchild, adopted child or grandchild, or the spouse of any child, adopted child, grandchild, or adopted grandchild of such Stockholder, (ii) any charitable entities or institutions, (iii) any trust, the beneficiaries of which include only the Persons named in clause (i) or (ii) of this definition, or (iv) any corporation, limited liability company, or partnership, the equity holders of which include only the Persons named in clause (i) or (ii) of this definition.

(c) Stockholder agrees that it/he/she will not exercise any dissenter's rights available to Stockholder with respect to the Merger pursuant to Section 262 of the DGCL.

(d) Notwithstanding anything to the contrary herein, nothing in this Agreement shall restrict the Stockholder from effectuating (i) any Transfer of Equity Interests following the date on which the Requisite Stockholder Approval is obtained (and any Equity Interests disposed of by the Stockholder in such a Transfer shall no longer constitute Equity Interests or Stockholder Securities subject to the provisions of this Agreement) or (ii) any ordinary course Transfer by limited partners of any equity interests of any investment funds advised by the Stockholder or its Affiliates (each such fund, a "Fund") not formed for the sole purpose of holding the shares of Company Common Stock, in and of themselves, so long as any such Transfer does not adversely affect the ability of the Stockholder to perform its obligations under this Agreement.

SECTION 4. Voting of Shares.

(a) Prior to the Termination Date, and without in any way limiting Stockholder's right to vote all its/her/his shares of Company Common Stock and Company Preferred Stock, as applicable, in its sole discretion on any other matters that may be submitted to a stockholder vote, consent or other approval, at every annual, special or other meeting of the Company Stockholders called, and at every adjournment or postponement thereof, Stockholder (in Stockholder's capacity as a holder of the Stockholder Securities) shall, or shall cause the holder of record on any applicable record date to, (i) appear (in person or by proxy) at each such meeting or otherwise cause all of Stockholder's shares of Company Common Stock and Company Preferred Stock, as applicable, entitled to vote to be counted as present thereat for purposes of calculating a quorum and (ii) subject to Section 4(c), vote (or cause to be voted), in person or by proxy, all shares of Company Common Stock and Company Preferred Stock, as applicable, beneficially owned by Stockholder and entitled to vote (the "Vote Shares") (A) in favor of (1) the adoption of the Merger Agreement and the approval of the Merger and the other transactions contemplated by the Merger Agreement and (2) any non-binding advisory vote on "golden parachute" executive compensation arrangements, and/or (B) against (1) any action or agreement which would reasonably be expected to impede, materially delay or adversely affect the consummation of the Merger or result in any of the conditions to the Company's obligations to consummate the Merger set forth in Article VII of the Merger Agreement not being fulfilled, or

change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's certificate of incorporation or bylaws), and (2) any Acquisition Proposal.

(b) Notwithstanding the foregoing, the Stockholder shall retain at all times the right to vote the shares of Company Common Stock held by it in its sole discretion and without any other limitation on those matters other than those set forth in Section 4(a)(ii) that are at any time or from time to time presented for consideration to the Company Stockholders.

(c) Notwithstanding anything else in this Agreement to the contrary, in the event the number of Vote Shares would represent (when taken together with the Other Vote Shares) more than 45% of the outstanding shares of Company Capital Stock as of the record date for any stockholder vote, consent or other approval (the "Vote Shares Cap"), at the election of the Shareholder, the number of Vote Shares shall be reduced correspondingly so that the Vote Shares (when taken together with the Other Vote Shares) will represent the Vote Shares Cap. "Other Vote Shares" means, as of the record date for any stockholder vote, consent or other approval, all shares of Company Common Stock and Company Preferred Stock, as applicable, beneficially owned by Company Stockholders other than the Stockholder that are required to be voted in a manner substantially similar to that described in Section 4(a)(ii), pursuant to any agreement entered into prior to the signing of the Merger Agreement (other than this Agreement), between Parent or Merger Sub or any of their respective Affiliates, on the one hand, and any Company Stockholder other than the Stockholder, on the other hand.

(d) The obligations set forth in this Section 4 shall apply to the Stockholder unless and until the Termination Date shall have occurred, at which time such obligations shall terminate and be of no further force or effect.

SECTION 5. Conditional Irrevocable Proxy. Solely with respect to the matters described in Section 4 and subject to Section 4(c), for so long as this Agreement has not been validly terminated in accordance with its terms, and in order to secure the obligations of the Stockholder to vote their Vote Shares in accordance with the provisions of Section 4 hereof, if the Stockholder (i) fails to comply with its obligations under Section 4 or (ii) otherwise attempts to vote its Vote Shares, in person or by proxy, in a manner that is inconsistent with Section 4(a)(ii) (each, a "Triggering Event"), the Stockholder will be deemed, upon and at the time of such Triggering Event, to hereby irrevocably appoint Parent as its attorney and proxy with full power of substitution and resubstitution, to the full extent of the Stockholder's voting rights with respect to all of its Vote Shares (which proxy is irrevocable and which appointment is coupled with an interest, including for purposes of Section 212 of the DGCL) to vote, and to execute written consents with respect to, all of its Vote Shares solely on the matters described in Section 4(a)(ii) and in accordance therewith; *provided*, that the proxy contemplated by this Section 5 shall not arise and shall have no force or effect prior to the occurrence of a Triggering Event. The Stockholder agrees to execute any further agreement or form reasonably necessary or appropriate to confirm and effectuate the grant of the proxy contained herein. Such proxy shall automatically terminate upon the valid termination of this Agreement in accordance with its

terms; provided, that Parent may terminate this proxy at any time in its sole discretion by written notice provided to the Stockholder. Parent agrees not to exercise the proxy granted herein for any purpose other than the purposes described in this Section 5.

SECTION 6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall apply to the Stockholder solely in the Stockholder's capacity as a holder of the Stockholder Securities and/or other Equity Interests in the Company, and not in such Stockholder's or any partner, officer, employee or other Representative or Affiliate of Stockholder's capacity as (a) a director, officer or employee of the Company or any of its Subsidiaries or (b) a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall (or require Stockholder or any partner, officer, employee or other Representative or Affiliate of Stockholder to attempt to) limit or restrict any actions or omissions of a director and/or officer of the Company or any of its Subsidiaries, including, without limitation, in the exercise of his or her fiduciary duties as a director and/or officer of the Company or any of its Subsidiaries or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust or prevent or be construed to create any obligation on the part of any director and/or officer of the Company or any of its Subsidiaries or any trustee or fiduciary of any employee benefit plan or trust from taking any action in his or her capacity as such director, officer, trustee and/or fiduciary.

SECTION 7. Further Assurances. Each party shall execute and deliver any additional documents and take such further actions that are reasonably necessary to carry out all of its obligations under the provisions hereof.

SECTION 8. Termination.

(a) This Agreement, and all rights and obligations of the parties hereunder, shall terminate immediately without any notice or other action by any Person, upon the earliest to occur of the following (the date of such termination, the "Termination Date"):

(i) termination of the Merger Agreement in accordance with its terms;

(ii) the Effective Time;

(iii) any change to the terms of the Merger Agreement (as it exists as of the date of this Agreement) without the prior written consent of the Stockholder that (A) reduces the Per Share Price or any consideration otherwise payable to the Stockholder (subject to adjustments in compliance with Section 2.7(b) of the Merger Agreement), (B) changes the form of consideration payable in the Merger or any consideration otherwise payable with respect to the shares of Company Common Stock beneficially owned by the Stockholder, (C) materially delays or imposes any additional material restrictions or conditions on the payment of the consideration payable with respect to the Stockholder Securities or other Equity Interests or (D) materially impedes or materially delays, or imposes any additional material restrictions or conditions on, the consummation of the Merger;

(iv) subject to compliance with Section 3(b), the date on which the Stockholder ceases to own any Equity Interests; or

(v) the mutual written consent of Parent, the Company and the Stockholder.

(b) Upon termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof, provided, however, that the termination of this Agreement shall not relieve any party from liability from any willful and material breach of this Agreement prior to such termination; provided, further, that in the event the Effective Time shall have occurred, the Stockholder shall not have any liability or other obligation hereunder whatsoever, including with respect to any willful and material breach of this Agreement occurring prior thereto (other than any breach of Stockholder's covenant in Section 3(c)).

(c) Sections 8(b), 9 and 12 hereof shall survive the termination of this Agreement.

SECTION 9. Expenses. All fees and expenses incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Merger is consummated.

SECTION 10. Public Announcements. Parent, Merger Sub and the Stockholder (in its capacity as a stockholder of the Company and/or signatory to this Agreement) shall only make public announcements regarding this Agreement and the transactions contemplated hereby that are consistent with the public statements made by the Company and Parent in connection with this Agreement, the Merger Agreement and the transactions contemplated thereby, and only with the prior written consent of Parent. The Stockholder (a) consents to and authorizes the publication and disclosure by Parent, the Company and their respective Affiliates of its identity and holding of the Stockholder Securities and the nature of its commitments and obligations under this Agreement in any disclosure required by the SEC or other Governmental Authority, provided that, such disclosing party shall provide Stockholder and its counsel a reasonable opportunity to review and comment thereon prior to such publications or disclosures being made public, and such disclosing party shall give reasonable consideration to any such comments, and (b) agrees promptly to give to Parent and the Company, after written request therefor, any information it may reasonably require for the preparation of any such disclosure documents. Each of Parent and Merger Sub consents to and authorizes the publication and disclosure by the Stockholder of the nature of its commitments and obligations under this Agreement and such other matters as may be required in connection with the Merger in any Form 4, Schedule 13D, Schedule 13G or other disclosure required by the SEC or other Governmental Authority to be made by any Stockholder in connection with the Merger. Nothing set forth herein shall limit any disclosure by any Stockholder to its or its Affiliates' general or current or prospective limited partners or members, or other Affiliates, on a confidential basis.

SECTION 11. Adjustments. In the event (a) of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company on, of or affecting the Stockholder Securities or (b) that the Stockholder shall become the beneficial owner of any additional shares of Company Capital Stock or other

Stockholder Securities, then the terms of this Agreement shall apply to the shares of Company Capital Stock or other Stockholder Securities held by the Stockholder immediately following the effectiveness of the events described in clause (a) or the Stockholder becoming the beneficial owner thereof as described in clause (b), as though, in either case, they were Stockholder Securities hereunder. In the event that the Stockholder shall become the beneficial owner of any other securities entitling the holder thereof to vote or give consent with respect to the matters set forth in Section 4(a)(ii) hereof, then the terms of Section 4 hereof shall apply to such other securities as though they were Stockholder Securities hereunder.

SECTION 12. No Solicitation. Subject to Section 6, each Stockholder, solely in its capacity as a stockholder of the Company, shall not, and shall not instruct, authorize or knowingly permit any of its Representatives acting on its behalf to, directly or indirectly, (i) solicit, initiate, propose or knowingly induce the making, submission or announcement of, or knowingly encourage, facilitate or assist, any proposal or inquiry that constitutes, or is reasonably expected to lead to, an Acquisition Proposal; (ii) furnish to any Person (other than to Parent, Merger Sub or any designees of Parent or Merger Sub) any non-public information relating to the Company Group or afford to any Person access to the business, properties, assets, books, records or other non-public information, or to any personnel, of the Company Group (other than Parent, Merger Sub or any designees of Parent or Merger Sub), in any such case with the intent to induce the making, submission or announcement of, or to knowingly encourage, facilitate or assist, any proposal or inquiry that constitutes, or is reasonably expected to lead to, an Acquisition Proposal or any inquiries or the making of any proposal that would reasonably be expected to lead to an Acquisition Proposal; (iii) participate or engage in discussions or negotiations with any Person (other than its Representatives or Parent, Merger Sub or any designees of Parent or Merger Sub) with respect to an Acquisition Proposal (other than informing such Persons of the provisions contained in Section 5.3 of the Merger Agreement and contacting the Person making the Acquisition Proposal to the extent necessary to clarify the terms of the Acquisition Proposal); (iv) approve, endorse or recommend an Acquisition Proposal or any other proposals that would reasonably be expected to lead to an Acquisition Proposal; or (v) enter into any Alternative Acquisition Agreement. For clarity, if such Stockholder is a venture capital, investment fund or private equity investor, the term "Representative" (a) shall include any general partner of such Stockholder that is still affiliated with such Stockholder, but (b) shall exclude (i) any limited partner, (ii) any general partner that is no longer affiliated with such Stockholder, and (iii) any employees or other Representatives, in each case of clauses (i) to (iii), who do not have actual knowledge of the transactions contemplated by the Merger Agreement. Notwithstanding the foregoing, nothing in this Section 12 shall restrict (or require Stockholder to attempt to restrict) any actions or omissions of any director or officer of the Company acting in their capacity as such, provided, that this sentence shall not affect or otherwise diminish the obligations of the Company under the Merger Agreement, including Section 5.3 therein.

SECTION 13. Miscellaneous.

(a) Notices. All notices and other communications hereunder must be in writing and will be deemed to have been duly delivered and received hereunder (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; or (iii) immediately upon delivery by hand or by email transmission (provided that (A) the subject line of such email states that it is a notice delivered pursuant to this Section 13(a) and (B) the sender of such email does not receive written notification of delivery failure), to Parent in accordance with Section 9.2 of the Merger Agreement and to the Stockholder at its address set forth on the Stockholder's signature page hereto (or at such other address for a party as shall be specified by like notice).

(b) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(d) Entire Agreement, No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties, with respect to the subject matter hereof and thereof and (ii) is not intended to confer, nor shall it confer, upon any Person other than the parties hereto any rights or remedies or benefits of any nature whatsoever, except as expressly set forth in Section 8(a)(v), Section 13(g) and Section 13(l).

(e) Governing Law, Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Delaware. Each of the parties hereto (i) irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts) in any Legal Proceeding relating to this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with Section 13(a) or in such other manner as

may be permitted by applicable law, and nothing in this Section 13(e) will affect the right of any party to serve legal process in any other manner permitted by applicable law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) (the "Chosen Courts") in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the transactions contemplated hereby or thereby will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the transactions contemplated hereby or thereby in any court other than the Chosen Courts. Each of the parties hereto agrees that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(f) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (iii) IT MAKES THIS WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13(f).

(g) Assignment. Other than in connection with any Transfer permitted by Section 3, no party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties hereto, except that Parent and Merger Sub will have the right to assign all or any portion of their respective rights and obligations pursuant to this Agreement to any party to whom they have assigned the Merger Agreement; provided, however, that (i) Parent and Merger Sub may

assign, in their sole discretion and without the consent of any other party, any or all of their rights, interests and obligations hereunder to each other or to one or more direct or indirect wholly-owned Subsidiaries of Parent in connection with the assignment of the rights, interests and obligations of Parent and/or Merger Sub under the Merger Agreement to such indirect wholly-owned Subsidiaries of Parent in accordance with the terms of the Merger Agreement, and any such assignee may thereafter assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations hereunder to one or more additional direct or indirect wholly-owned Subsidiaries of Parent in connection with the assignment of the rights, interests and obligations of such assignee under the Merger Agreement to such additional direct or indirect wholly- owned Subsidiaries of Parent in accordance with the terms of the Merger Agreement and (ii) the Stockholder will have the right to assign all or any portion of its rights and obligations under this Agreement to one or more Affiliates; provided, that no such assignment shall relieve Parent or Merger Sub (in the case of clause (i) above) or the Stockholder (in the case of clause (ii) above) of any of its respective obligations under this Agreement. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns; provided, that the Company may rely upon this Agreement and enforce the provisions hereof as an intended and express third-party beneficiary (including in connection with the obligation of the parties set forth herein to obtain the prior written consent of the Company in connection with the termination, amendment, modification or waiver of this Agreement).

(h) Severability of Provisions. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(i) Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the parties hereto do not perform the provisions of this Agreement (including any party failing to take such actions as are required of it hereunder in order to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that, (i) the parties hereto will be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms and provisions hereof; and (ii) the right of specific enforcement is an integral part of the Agreement and without that right, Parent would not have entered into this Agreement. It is accordingly agreed that each party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce

specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity and any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with such injunction or enforcement, and each party irrevocably waives any right that it may have to require the obtaining, furnishing or posting of any such bond or other security.

(j) Amendment. No amendment or modification of this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto, and only with the prior written consent of the Company. No waiver or consent hereunder shall be effective against any party unless it shall be in writing and signed by such party, and only with the prior written consent of the Company.

(k) Binding Nature. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns.

(l) No Recourse. Parent and Merger Sub agree that the Stockholder will not be liable for claims, losses, damages, expenses and other liabilities or obligations resulting from or related to the Merger Agreement or the Merger (other than any liability for claims, losses, damages, expenses and other liabilities or obligations solely to the extent arising under, and in accordance with the terms of, this Agreement, provided, that, except in respect of any breach of Stockholder's covenant in Section 3(c), in no event shall such claims, losses, damages, expenses or other liabilities or obligations include consequential, indirect, special or similar damages), including the Company's breach of the Merger Agreement. Notwithstanding anything to the contrary herein, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Persons that are expressly named as parties hereto and their respective successors and assigns. Except as set forth in the immediately preceding sentence, no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any party hereto, and no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of any party hereto under this Agreement (whether in tort, contract or otherwise) or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby. The parties hereto acknowledge and agree that the Non-Recourse Parties are third party beneficiaries of this Section 13(l), each of whom may enforce the provisions thereof.

(m) No Presumption. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(n) No Agreement Until Executed. This Agreement shall not be effective unless and until (i) the Merger Agreement is executed by all parties thereto and (ii) this Agreement is executed by all parties hereto.

(o) No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to the Stockholder Securities. All rights, ownership and economic benefits of and relating to the Stockholder Securities shall remain vested in and belong to Stockholder, and neither Parent nor Merger Sub shall have any authority to manage, direct, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the voting of any of the Stockholder Securities, except as otherwise specifically provided herein.

[Signature pages follow]

IN WITNESS WHEREOF, Parent, Merger Sub and Stockholder have caused this Agreement to be duly executed and delivered as of the date first written above.

COMMURE, INC.

By:/s/ Daniel Brian Name: Daniel Brian
Title: Chief Legal Officer and Chief Financial Officer

ANDERSON MERGER SUB, INC.

By:/s/ Daniel Brian Name: Daniel Brian
Title: Chief Financial Officer

IN WITNESS WHEREOF, Parent, Merger Sub and Stockholder have caused this Agreement to be duly executed and delivered as of the date first written above.

RAF, L.P.
By: RAF GP, LLC, its general partner

Redmile Capital Fund, LP
Redmile Capital Offshore Master Fund, Ltd Redmile Strategic Trading Sub, Ltd.
By: Redmile Group, LLC, its investment manager

Redmile Private Investments II, L.P.
By: Redmile Private Investments II (GP), LLC, its general partner
By: Redmile Group, LLC, its managing member

RedCo II Master Fund, L.P.
By: RedCo II (GP), LLC, its general partner

By: /s/ Joshua Garcia Name: Joshua Garcia
Title: Authorized Signatory

Stockholders Securities:

Company Common Stock: 16,380,327 Company RSUs: ___Company

Options: __

Company Preferred Stock:__ Company Warrants: 5,709,792

Company SARs: __

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

Execution Version

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "Agreement"), dated as of July 19, 2024, is by and among Commure, Inc., a Delaware corporation ("Parent"), Anderson Merger Sub, a Delaware corporation and a wholly-owned direct subsidiary of Parent ("Merger Sub"), and the undersigned stockholder (the "Stockholder").

WHEREAS, the Stockholder is, as of the date hereof, the record and/or beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which meaning will apply for all purposes of this Agreement) of the number of shares of Company Common Stock of Augmedix, Inc., a Delaware corporation (the "Company"), in each case, as set forth below the Stockholder 's name and signature on its signature page hereto;

WHEREAS, Parent, Merger Sub, and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof, in the form attached hereto as Exhibit A and as may be amended, supplemented or otherwise modified from time to time (the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in the Merger Agreement (capitalized terms used herein without definition shall have the respective meanings specified in the Merger Agreement); and

WHEREAS, as a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement and as an inducement and in consideration therefor, Parent and Merger Sub have required that the Stockholder, and the Stockholder has (in solely the Stockholder's capacity as a beneficial owner of Equity Interests (as defined below)) agreed to, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Representations and Warranties of Stockholder. The Stockholder (in solely the Stockholder's capacity as a record and/or beneficial owner of Equity Interests) hereby represents and warrants to Parent and Merger Sub as follows:

(a) As of the time of execution of this Agreement, such Stockholder (i) is the record and/or beneficial owner of the outstanding shares of Company Common Stock (together with any outstanding shares of Company Common Stock, Company Preferred Stock or other Securities, which such Stockholder may acquire at any time in the future during the term of this Agreement, the "Stockholder Securities") set forth opposite the Stockholder's signature page hereto, and (ii) except as set forth on the Stockholder's signature page to this Agreement, neither holds nor has any beneficial ownership interest in any other shares of Company Capital Stock or any option, warrant, call, proxy, commitment, right or other Securities convertible, exchangeable or exercisable

therefor or other instrument, obligation or right the value of which is based on any of the foregoing (each, an "Equity Interest").

(b) The Stockholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement has been duly and validly executed and delivered by the Stockholder and, assuming this Agreement constitutes a legal, valid and binding obligation of Parent and Merger Sub, this Agreement constitutes a legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, subject to bankruptcy, insolvency (including all applicable legal requirements relating to fraudulent transfers), reorganization, moratorium and similar legal requirements of general applicability relating to or affecting creditors' rights and subject to general principles of equity.

(d) Neither the execution and delivery of this Agreement nor the consummation by the Stockholder of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or Stockholder's assets are bound, except for such violations, defaults or conflicts as would not prevent or materially delay the Stockholder's performance of its obligations under this Agreement. Assuming compliance with the applicable provisions of the HSR Act, if applicable, and any applicable filing, notification or approval in any foreign jurisdiction required by Antitrust Law, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the Merger Agreement and the transactions contemplated thereby are obtained or made, the consummation by the Stockholder of the transactions contemplated hereby will not (i) cause a violation, or a default, by the Stockholder of any applicable legal requirement or decree, order or judgment binding on the Stockholder or the Stockholder Securities, (ii) conflict with, result in a breach of, or constitute a default on the part of the Stockholder under any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or its assets are bound, other than as required under the Exchange Act, and except for such violations, defaults or conflicts or breaches as would not, individually or in the aggregate, prevent or materially delay the performance by the Stockholder or any of its obligations under this Agreement and the Merger Agreement, or (iii) if such Stockholder is an entity, violate any provision of such Stockholder's organizational documents, except in each such case of clauses (i) through (iii) as would not prevent or materially delay the Stockholder's performance of its obligations under this Agreement.

(e) The Stockholder Securities and the certificates, if any, representing such Stockholder Securities owned by the Stockholder are now, and, subject to Section 3(b), at all times during the term hereof will be, held by the Stockholder or by a nominee or custodian for the benefit of such Stockholder, free and clear of all liens, encumbrances,

subscriptions, options, warrants, calls, proxies, commitments, restrictions and contracts of any kind, except for any such liens or encumbrances arising hereunder, any applicable restrictions on transfer under the Securities Act and any liens, encumbrances, subscriptions, options, warrants, calls, proxies, commitments, restrictions or contracts that would not materially impair the Stockholder's ability to perform his/her/its obligations hereunder (such liens and encumbrances, " Permitted Liens").

(f) Subject only to community property laws and any applicable restrictions on transfer under the Securities Act, the Stockholder has full voting power, with respect to his/her/its shares of Company Common Stock, and full power of disposition, full power to issue instructions with respect to the matters set forth herein, and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of his/her/its shares of Company Common Stock held in the name of the Stockholder. The Stockholder Securities of such Stockholder are not subject to any proxy, voting trust or other agreement, arrangement or restriction with respect to the voting of such Stockholder Securities.

(g) As of the time of execution of this Agreement, there is no Legal Proceeding pending or, to the knowledge of the Stockholder, threatened against the Stockholder at law or equity before or by any Governmental Authority that would reasonably be expected to materially impair or materially delay the performance by the Stockholder of its obligations under this Agreement or otherwise materially and adversely impact the Stockholder's ability to perform its obligations hereunder.

(h) The Stockholder has received and reviewed a copy of the Merger Agreement. The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

(i) No broker, investment bank, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or similar fee or commission for which Parent, Merger Sub or the Company would be responsible in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Stockholder (it being understood that arrangements of the Company or its other Affiliates shall not be deemed to be an arrangement of such Stockholder).

SECTION 2. Representations and Warranties of Parent and Merger Sub. Each of Parent and Merger Sub hereby, jointly and severally, represents and warrants to the Stockholder as follows:

(a) Each of Parent and Merger Sub is an entity duly organized, validly existing and in good standing under the laws of the State of Delaware and each of Parent and Merger Sub have the limited liability company or corporate power and authority, as the case may be, to execute and deliver and perform their obligations under this Agreement and the Merger Agreement and to consummate the transactions contemplated hereby and thereby, and each has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement and the Merger Agreement.

(b) Each of this Agreement and the Merger Agreement has been duly authorized, executed and delivered by each of Parent and Merger Sub, and, assuming each of this Agreement and the Merger Agreement constitutes legal, valid and binding obligations of the other parties hereto and thereto, constitutes the legal, valid and binding obligations of each of Parent and Merger Sub, are enforceable against each of them in accordance with their terms, subject to bankruptcy, insolvency (including all legal requirements relating to fraudulent transfers), reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and subject to general principles of equity.

(c) Assuming compliance with the applicable provisions of the HSR Act, if applicable, and any applicable filing, notification or approval in any foreign jurisdiction required by Antitrust Laws, the execution and delivery of this Agreement and the Merger Agreement by each of Parent and Merger Sub, and the consummation of the transactions contemplated by this Agreement and the Merger Agreement, will not: (i) cause a violation, or a default, by Parent or Merger Sub of any applicable legal requirement or decree, order or judgment applicable to Parent or Merger Sub, or to which either Parent or Merger Sub is subject; (ii) conflict with, result in a breach of, or constitute a default on the part of Parent or Merger Sub under any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which either Parent or Merger Sub is a party or by which either Parent or Merger Sub or their respective assets are bound; or (iii) violate any provision of Parent's or Merger Sub's organizational documents, except, in each case of the foregoing clauses (i), (ii) and (iii), for such violations, defaults, conflicts or breaches as would not, individually or in the aggregate, prevent or materially delay the performance by either Parent or Merger Sub or any of their obligations under this Agreement and the Merger Agreement. Except as may be required by the Exchange Act (including the filing with the SEC of the Proxy Statement), any "anti- takeover" laws, the DGCL, in connection with the HSR Act and any filing, notification or approval in any foreign jurisdiction required by Antitrust Laws, neither Parent nor Merger Sub, nor any of Parent's other Affiliates, is required to make any filing with or give any notice to, or to obtain any consent or approval from, any Person at or prior to the consummation of the transactions contemplated in connection with the execution and delivery of this Agreement or the Merger Agreement by Parent or Merger Sub or the consummation by Parent or Merger Sub of the Merger and the other transactions contemplated by the Merger Agreement, other than such filings, notifications, approvals, notices or consents that, if not obtained, made or given, would not, individually or in the aggregate, prevent or materially delay the performance by either Parent or Merger Sub of any of their obligations under this Agreement and the Merger Agreement.

SECTION 3. Transfer of the Shares; Other Actions.

(a) Prior to the Termination Date, except as otherwise expressly provided herein (including pursuant to this Section 3 or Section 4) or in the Merger Agreement, the Stockholder shall not, and shall cause each of its Subsidiaries not to: (i) transfer, assign, sell, gift-over, hedge, pledge or otherwise dispose (whether by sale, liquidation,

dissolution, dividend or distribution) of, enter into any derivative arrangement with respect to, or create any lien or encumbrance (other than Permitted Liens) on or enter into any agreement with respect to any of the foregoing ("Transfer," which for the avoidance of doubt does not include any exercise of Equity Interests), any or all of Stockholder's Equity Interests in the Company, including any Stockholder Securities; (ii) enter into any contract, option or other agreement, arrangement or understanding with respect to any Transfer; (iii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Stockholder Securities with respect to any matter that is in contravention of the obligations of Stockholder under this Agreement with respect to Stockholder's Equity Interests; (iv) deposit any of Stockholder's Equity Interests, including the Stockholder Securities, into a voting trust, or enter into a voting agreement or arrangement with respect to any of such Equity Interests, including the Stockholder Securities, in contravention of the obligations of Stockholder under this Agreement with respect to Stockholder's Equity Interests; or (v) knowingly take or cause the taking of any other action that would materially restrict or prevent the performance of such Stockholder's obligations hereunder, excluding any bankruptcy filing. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*. If any involuntary Transfer of any of the Stockholder Securities shall occur (including, but not limited to, a sale by Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Stockholder Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the Termination Date.

(b) Notwithstanding the foregoing, the Stockholder may make (i) Transfers of Equity Interests by will, intestacy, Governmental Order or by operation of Law or other transfers for estate planning purposes, (ii) with respect to such Stockholder's Company Options or Company Warrants which expire on or prior to the termination of the Merger Agreement or as a result of the consummation of the Merger, Transfers or cancellations of the underlying shares of Company Common Stock to the Company (A) in payment of the exercise price of such Stockholder's Company Options or Company Warrants and (B) in order to satisfy taxes or tax withholding obligations applicable to the exercise of such Stockholder's Company Options or Company Warrants, (iii) with respect to such Stockholder's Company RSUs, Company Options or Company SARs, Transfers or cancellations of the underlying shares of Company Common Stock to the Company in order to satisfy taxes or tax withholding obligations or for the net settlement of such Company RSUs, Company Options or Company SARs, (iv) Transfers of shares or other Equity Interests to any stockholders, members partners or equityholders if the Stockholder is an entity, (v) Transfers of shares or other Equity Interests to any Affiliate or Permitted Transferee, and (vii) other Transfers of shares or other Equity Interests as Parent may otherwise agree in writing in its sole discretion (but only with the prior written consent of the Company), so long as, in the case of the foregoing clauses (i), (iv) and (v), any such transferee shall agree in writing to be bound by this Agreement as a condition to the consummation of any such Transfer. "Permitted Transferee" means, with respect to the Stockholder, (i) a spouse, lineal descendant or antecedent, brother or sister, child or grandchild, adopted child or grandchild, or the spouse of any child, adopted child, grandchild,

or adopted grandchild of such Stockholder, (ii) any charitable entities or institutions, (iii) any trust, the beneficiaries of which include only the Persons named in clause (i) or (ii) of this definition, or (iv) any corporation, limited liability company, or partnership, the equity holders of which include only the Persons named in clause (i) or (ii) of this definition.

(c) Stockholder agrees that it/he/she will not exercise any dissenter's rights available to Stockholder with respect to the Merger pursuant to Section 262 of the DGCL.

(d) Notwithstanding anything to the contrary herein, nothing in this Agreement shall restrict the Stockholder from effectuating (i) any Transfer of Equity Interests following the date on which the Requisite Stockholder Approval is obtained (and any Equity Interests disposed of by the Stockholder in such a Transfer shall no longer constitute Equity Interests or Stockholder Securities subject to the provisions of this Agreement) or (ii) any ordinary course Transfer by limited partners of any equity interests of any investment funds advised by the Stockholder or its Affiliates (each such fund, a "Fund") not formed for the sole purpose of holding the shares of Company Common Stock, in and of themselves, so long as any such Transfer does not adversely affect the ability of the Stockholder to perform its obligations under this Agreement.

SECTION 4. Voting of Shares.

(a) Prior to the Termination Date, and without in any way limiting Stockholder's right to vote all its/her/his shares of Company Common Stock and Company Preferred Stock, as applicable, in its sole discretion on any other matters that may be submitted to a stockholder vote, consent or other approval, at every annual, special or other meeting of the Company Stockholders called, and at every adjournment or postponement thereof, Stockholder (in Stockholder's capacity as a holder of the Stockholder Securities) shall, or shall cause the holder of record on any applicable record date to, (i) appear (in person or by proxy) at each such meeting or otherwise cause all of Stockholder's shares of Company Common Stock and Company Preferred Stock, as applicable, entitled to vote to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted), in person or by proxy, all shares of Company Common Stock and Company Preferred Stock, as applicable, beneficially owned by Stockholder and entitled to vote (the "Vote Shares") (A) in favor of (1) the adoption of the Merger Agreement and the approval of the Merger and the other transactions contemplated by the Merger Agreement and (2) any non-binding advisory vote on "golden parachute" executive compensation arrangements, and/or (B) against (1) any action or agreement which would reasonably be expected to impede, materially delay or adversely affect the consummation of the Merger or result in any of the conditions to the Company's obligations to consummate the Merger set forth in Article VII of the Merger Agreement not being fulfilled, or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's certificate of incorporation or bylaws), and (2) any Acquisition Proposal.

(b) Notwithstanding the foregoing, the Stockholder shall retain at all times the right to vote the shares of Company Common Stock held by it in its sole discretion and

without any other limitation on those matters other than those set forth in Section 4(a)(ii) that are at any time or from time to time presented for consideration to the Company Stockholders.

(c) The obligations set forth in this Section 4 shall apply to the Stockholder unless and until the Termination Date shall have occurred, at which time such obligations shall terminate and be of no further force or effect.

SECTION 5. Conditional Irrevocable Proxy. Solely with respect to the matters described in Section 4, for so long as this Agreement has not been validly terminated in accordance with its terms, and in order to secure the obligations of the Stockholder to vote their Vote Shares in accordance with the provisions of Section 4 hereof, if the Stockholder (i) fails to comply with its obligations under Section 4 or (ii) otherwise attempts to vote its Vote Shares, in person or by proxy, in a manner that is inconsistent with Section 4(a)(ii) (each, a "Triggering Event"), the Stockholder will be deemed, upon and at the time of such Triggering Event, to hereby irrevocably appoint Parent as its attorney and proxy with full power of substitution and resubstitution, to the full extent of the Stockholder's voting rights with respect to all of its Vote Shares (which proxy is irrevocable and which appointment is coupled with an interest, including for purposes of Section 212 of the DGCL) to vote, and to execute written consents with respect to, all of its Vote Shares solely on the matters described in Section 4(a)(ii) and in accordance therewith; *provided*, that the proxy contemplated by this Section 5 shall not arise and shall have no force or effect prior to the occurrence of a Triggering Event. The Stockholder agrees to execute any further agreement or form reasonably necessary or appropriate to confirm and effectuate the grant of the proxy contained herein. Such proxy shall automatically terminate upon the valid termination of this Agreement in accordance with its terms; provided, that Parent may terminate this proxy at any time in its sole discretion by written notice provided to the Stockholder. Parent agrees not to exercise the proxy granted herein for any purpose other than the purposes described in this Section 5.

SECTION 6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall apply to the Stockholder solely in the Stockholder's capacity as a holder of the Stockholder Securities and/or other Equity Interests in the Company, and not in such Stockholder's or any partner, officer, employee or other Representative or Affiliate of Stockholder's capacity as (a) a director, officer or employee of the Company or any of its Subsidiaries or (b) a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall (or require Stockholder or any partner, officer, employee or other Representative or Affiliate of Stockholder to attempt to) limit or restrict any actions or omissions of a director and/or officer of the Company or any of its Subsidiaries, including, without limitation, in the exercise of his or her fiduciary duties as a director and/or officer of the Company or any of its Subsidiaries or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust or prevent or be construed to create any obligation on the part of any director and/or officer of the Company or any of its Subsidiaries or any trustee or fiduciary of any employee benefit plan or trust from taking any action in his or her capacity as such director, officer, trustee and/or fiduciary.

SECTION 7. Further Assurances. Each party shall execute and deliver any additional documents and take such further actions that are reasonably necessary to carry out all of its obligations under the provisions hereof.

SECTION 8. Termination.

(a) This Agreement, and all rights and obligations of the parties hereunder, shall terminate immediately without any notice or other action by any Person, upon the earliest to occur of the following (the date of such termination, the "Termination Date"):

(i) termination of the Merger Agreement in accordance with its terms; the Effective Time;

(ii) any change to the terms of the Merger Agreement (as it exists as of the date of this Agreement) without the prior written consent of the Stockholder that (A) reduces the Per Share Price or any consideration otherwise payable to the Stockholder (subject to adjustments in compliance with Section 2.7(b) of the Merger Agreement), (B) changes the form of consideration payable in the Merger or any consideration otherwise payable with respect to the shares of Company Common Stock beneficially owned by the Stockholder, (C) materially delays or imposes any additional material restrictions or conditions on the payment of the consideration payable with respect to the Stockholder Securities or other Equity Interests or (D) materially impedes or materially delays, or imposes any additional material restrictions or conditions on, the consummation of the Merger;

(iii) subject to compliance with Section 3(b), the date on which the Stockholder ceases to own any Equity Interests; or

(iv) the mutual written consent of Parent, the Company and the Stockholder.

(b) Upon termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof, provided, however, that the termination of this Agreement shall not relieve any party from liability from any willful and material breach of this Agreement prior to such termination; provided, further, that in the event the Effective Time shall have occurred, the Stockholder shall not have any liability or other obligation hereunder whatsoever, including with respect to any willful and material breach of this Agreement occurring prior thereto (other than any breach of Stockholder's covenant in Section 3(c)).

(c) Sections 8(b), 9 and 12 hereof shall survive the termination of this Agreement.

SECTION 9. Expenses. All fees and expenses incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Merger is consummated.

SECTION 10. Public Announcements. Parent, Merger Sub and the Stockholder (in its capacity as a stockholder of the Company and/or signatory to this Agreement) shall only make public announcements regarding this Agreement and the transactions contemplated hereby that are consistent with the public statements made by the Company and Parent in connection with this Agreement, the Merger Agreement and the transactions contemplated thereby, and only with the prior written consent of Parent. The Stockholder (a) consents to and authorizes the publication and disclosure by Parent, the Company and their respective Affiliates of its identity and holding of the Stockholder Securities and the nature of its commitments and obligations under this Agreement in any disclosure required by the SEC or other Governmental Authority, provided that, such disclosing party shall provide Stockholder and its counsel a reasonable opportunity to review and comment thereon prior to such publications or disclosures being made public, and such disclosing party shall give reasonable consideration to any such comments, and (b) agrees promptly to give to Parent and the Company, after written request therefor, any information it may reasonably require for the preparation of any such disclosure documents. Each of Parent and Merger Sub consents to and authorizes the publication and disclosure by the Stockholder of the nature of its commitments and obligations under this Agreement and such other matters as may be required in connection with the Merger in any Form 4, Schedule 13D, Schedule 13G or other disclosure required by the SEC or other Governmental Authority to be made by any Stockholder in connection with the Merger. Nothing set forth herein shall limit any disclosure by any Stockholder to its or its Affiliates' general or current or prospective limited partners or members, or other Affiliates, on a confidential basis.

SECTION 11. Adjustments. In the event (a) of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company on, of or affecting the Stockholder Securities or (b) that the Stockholder shall become the beneficial owner of any additional shares of Company Capital Stock or other Stockholder Securities, then the terms of this Agreement shall apply to the shares of Company Capital Stock or other Stockholder Securities held by the Stockholder immediately following the effectiveness of the events described in clause (a) or the Stockholder becoming the beneficial owner thereof as described in clause (b), as though, in either case, they were Stockholder Securities hereunder. In the event that the Stockholder shall become the beneficial owner of any other securities entitling the holder thereof to vote or give consent with respect to the matters set forth in Section 4(a)(ii) hereof, then the terms of Section 4 hereof shall apply to such other securities as though they were Stockholder Securities hereunder.

SECTION 12. No Solicitation. Subject to Section 6, each Stockholder, solely in its capacity as a stockholder of the Company, shall not, and shall not instruct, authorize or knowingly permit any of its Representatives acting on its behalf to, directly or indirectly, (i) solicit, initiate, propose or knowingly induce the making, submission or announcement of, or knowingly encourage, facilitate or assist, any proposal or inquiry that constitutes, or is reasonably expected to lead to, an Acquisition Proposal; (ii) furnish to any Person (other than to Parent, Merger Sub or any designees of Parent or Merger Sub) any non-public information relating to the Company Group or afford to any Person access to the business, properties, assets, books, records or other non-public information, or to any

personnel, of the Company Group (other than Parent, Merger Sub or any designees of Parent or Merger Sub), in any such case with the intent to induce the making, submission or announcement of, or to knowingly encourage, facilitate or assist, any proposal or inquiry that constitutes, or is reasonably expected to lead to, an Acquisition Proposal or any inquiries or the making of any proposal that would reasonably be expected to lead to an Acquisition Proposal; (iii) participate or engage in discussions or negotiations with any Person (other than its Representatives or Parent, Merger Sub or any designees of Parent or Merger Sub) with respect to an Acquisition Proposal (other than informing such Persons of the provisions contained in Section 5.3 of the Merger Agreement and contacting the Person making the Acquisition Proposal to the extent necessary to clarify the terms of the Acquisition Proposal); (iv) approve, endorse or recommend an Acquisition Proposal or any other proposals that would reasonably be expected to lead to an Acquisition Proposal; or (v) enter into any Alternative Acquisition Agreement. For clarity, if such Stockholder is a venture capital, investment fund or private equity investor, the term "Representative" (a) shall include any general partner of such Stockholder that is still affiliated with such Stockholder, but (b) shall exclude (i) any limited partner, (ii) any general partner that is no longer affiliated with such Stockholder, and (iii) any employees or other Representatives, in each case of clauses (i) to (iii), who do not have actual knowledge of the transactions contemplated by the Merger Agreement. Notwithstanding the foregoing, nothing in this Section 12 shall restrict (or require Stockholder to attempt to restrict) any actions or omissions of any director or officer of the Company acting in their capacity as such, provided, that this sentence shall not affect or otherwise diminish the obligations of the Company under the Merger Agreement, including Section 5.3 therein.

SECTION 13. Miscellaneous.

(a) Notices. All notices and other communications hereunder must be in writing and will be deemed to have been duly delivered and received hereunder (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; or (iii) immediately upon delivery by hand or by email transmission (provided that (A) the subject line of such email states that it is a notice delivered pursuant to this Section 13(a) and (B) the sender of such email does not receive written notification of delivery failure), to Parent in accordance with Section 9.2 of the Merger Agreement and to the Stockholder at its address set forth on the Stockholder's signature page hereto (or at such other address for a party as shall be specified by like notice).

(b) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original executed

counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(d) Entire Agreement, No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties, with respect to the subject matter hereof and thereof and (ii) is not intended to confer, nor shall it confer, upon any Person other than the parties hereto any rights or remedies or benefits of any nature whatsoever, except as expressly set forth in Section 8(a)(v), Section 13(g) and Section 13(l).

(e) Governing Law, Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Delaware. Each of the parties hereto(i) irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts) in any Legal Proceeding relating to this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with Section 13(a) or in such other manner as may be permitted by applicable law, and nothing in this Section 13(e) will affect the right of any party to serve legal process in any other manner permitted by applicable law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) (the "Chosen Courts") in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the transactions contemplated hereby or thereby will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the transactions contemplated hereby or thereby in any court other than the Chosen Courts. Each of the parties hereto agrees that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(f) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND

THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (iii) IT MAKES THIS WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13(f).

(g) Assignment. Other than in connection with any Transfer permitted by Section 3, no party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties hereto, except that Parent and Merger Sub will have the right to assign all or any portion of their respective rights and obligations pursuant to this Agreement to any party to whom they have assigned the Merger Agreement; provided, however, that (i) Parent and Merger Sub may assign, in their sole discretion and without the consent of any other party, any or all of their rights, interests and obligations hereunder to each other or to one or more direct or indirect wholly-owned Subsidiaries of Parent in connection with the assignment of the rights, interests and obligations of Parent and/or Merger Sub under the Merger Agreement to such indirect wholly-owned Subsidiaries of Parent in accordance with the terms of the Merger Agreement, and any such assignee may thereafter assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations hereunder to one or more additional direct or indirect wholly-owned Subsidiaries of Parent in connection with the assignment of the rights, interests and obligations of such assignee under the Merger Agreement to such additional direct or indirect wholly-owned Subsidiaries of Parent in accordance with the terms of the Merger Agreement and (ii) the Stockholder will have the right to assign all or any portion of its rights and obligations under this Agreement to one or more Affiliates; provided, that no such assignment shall relieve Parent or Merger Sub (in the case of clause (i) above) or the Stockholder (in the case of clause (ii) above) of any of its respective obligations under this Agreement. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns; provided, that the Company may rely upon this Agreement and enforce the provisions hereof as an intended and express third-party beneficiary (including in connection with the obligation of the parties set forth herein to obtain the prior written consent of the Company in connection with the termination, amendment, modification or waiver of this Agreement).

(h) Severability of Provisions. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(i) Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the parties hereto do not perform the provisions of this Agreement (including any party failing to take such actions as are required of it hereunder in order to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that, (i) the parties hereto will be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms and provisions hereof; and (ii) the right of specific enforcement is an integral part of the Agreement and without that right, Parent would not have entered into this Agreement. It is accordingly agreed that each party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity and any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with such injunction or enforcement, and each party irrevocably waives any right that it may have to require the obtaining, furnishing or posting of any such bond or other security.

(j) Amendment. No amendment or modification of this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto, and only with the prior written consent of the Company. No waiver or consent hereunder shall be effective against any party unless it shall be in writing and signed by such party, and only with the prior written consent of the Company.

(k) Binding Nature. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns.

(l) No Recourse. Parent and Merger Sub agree that the Stockholder will not be liable for claims, losses, damages, expenses and other liabilities or obligations resulting from or related to the Merger Agreement or the Merger (other than any liability for claims, losses, damages, expenses and other liabilities or obligations solely to the extent arising under, and in accordance with the terms of, this Agreement, provided, that,

except in respect of any breach of Stockholder's covenant in Section 3(c), in no event shall such claims, losses, damages, expenses or other liabilities or obligations include consequential, indirect, special or similar damages), including the Company's breach of the Merger Agreement. Notwithstanding anything to the contrary herein, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Persons that are expressly named as parties hereto and their respective successors and assigns. Except as set forth in the immediately preceding sentence, no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any party hereto, and no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of any party hereto under this Agreement (whether in tort, contract or otherwise) or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby. The parties hereto acknowledge and agree that the Non-Recourse Parties are third party beneficiaries of this Section 13(l), each of whom may enforce the provisions thereof.

(m) No Presumption. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(n) No Agreement Until Executed. This Agreement shall not be effective unless and until (i) the Merger Agreement is executed by all parties thereto and (ii) this Agreement is executed by all parties hereto.

(o) No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to the Stockholder Securities. All rights, ownership and economic benefits of and relating to the Stockholder Securities shall remain vested in and belong to Stockholder, and neither Parent nor Merger Sub shall have any authority to manage, direct, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the voting of any of the Stockholder Securities, except as otherwise specifically provided herein.

[Signature pages follow]

IN WITNESS WHEREOF, Parent, Merger Sub and Stockholder have caused this Agreement to be duly executed and delivered as of the date first written above.

COMMURE, INC., PARENT

By: /s/ Daniel Brian
Name: Daniel Brian Title: CLO/CFO

ANDERSON MERGER SUB, INC., MERGER SUB

By: /s/ Daniel Brian
Name: Daniel Brian Title: CFO

STOCKHOLDER: HINSIGHT-AUGX HOLDINGS, LLC

BY: HEALTH INSIGHT CAPITAL, LLC
ITS: SOLE MEMBER

By: /s/ Joseph A. Sowell, III
Name: Joseph A. Sowell, III Title: Senior Vice President

Stockholder Securities:

Company Common Stock: 2,375,000 Company RSUs: ___Company

Options: __

Company Preferred Stock:__ Company Warrants: 2,031,348

Company SARs: __

EXHIBIT A AGREEMENT AND PLAN OF MERGER

Execution Version
CONFIDENTIAL

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this "Agreement"), dated as of July 19, 2024, is by and among Commure, Inc., a Delaware corporation ("Parent"), Anderson Merger Sub, Inc., a Delaware corporation and a wholly-owned direct subsidiary of Parent ("Merger Sub"), and the undersigned stockholder (the "Stockholder").

WHEREAS, the Stockholder is, as of the date hereof, the record and/or beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which meaning will apply for all purposes of this Agreement) of the number of shares of Company Common Stock of Augmedix, Inc., a Delaware corporation (the "Company"), in each case, as set forth below the Stockholder 's name and signature on its signature page hereto;

WHEREAS, Parent, Merger Sub, and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof, in the form attached hereto as Exhibit A and as may be amended, supplemented or otherwise modified from time to time (the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in the Merger Agreement (capitalized terms used herein without definition shall have the respective meanings specified in the Merger Agreement); and

WHEREAS, as a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement and as an inducement and in consideration therefor, Parent and Merger Sub have required that the Stockholder, and the Stockholder has (in solely the Stockholder's capacity as a beneficial owner of Equity Interests (as defined below)) agreed to, enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Representations and Warranties of Stockholder. The Stockholder (in solely the Stockholder's capacity as a record and/or beneficial owner of Equity Interests) hereby represents and warrants to Parent and Merger Sub as follows:

(a) As of the time of execution of this Agreement, such Stockholder (i) is the record and/or beneficial owner of the outstanding shares of Company Common Stock (together with any outstanding shares of Company Common Stock, Company Preferred Stock or other Securities, which such Stockholder may acquire at any time in the future during the term of this Agreement, the "Stockholder Securities") set forth opposite the Stockholder's signature page hereto, and (ii) except as set forth on the Stockholder's signature page to this Agreement, neither holds nor has any beneficial ownership interest in any other shares of Company Capital Stock or any option, warrant, call,

proxy, commitment, right or other Securities convertible, exchangeable or exercisable therefor or other instrument, obligation or right the value of which is based on any of the foregoing (each, an "Equity Interest").The Stockholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed and delivered by the Stockholder and, assuming this Agreement constitutes a legal, valid and binding obligation of Parent and Merger Sub, this Agreement constitutes a legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, subject to bankruptcy, insolvency (including all applicable legal requirements relating to fraudulent transfers), reorganization, moratorium and similar legal requirements of general applicability relating to or affecting creditors' rights and subject to general principles of equity.

(c) Neither the execution and delivery of this Agreement nor the consummation by the Stockholder of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or Stockholder's assets are bound, except for such violations, defaults or conflicts as would not prevent or materially delay the Stockholder's performance of its obligations under this Agreement. Assuming compliance with the applicable provisions of the HSR Act, if applicable, and any applicable filing, notification or approval in any foreign jurisdiction required by Antitrust Law, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the Merger Agreement and the transactions contemplated thereby are obtained or made, the consummation by the Stockholder of the transactions contemplated hereby will not (i) cause a violation, or a default, by the Stockholder of any applicable legal requirement or decree, order or judgment binding on the Stockholder or the Stockholder Securities, (ii) conflict with, result in a breach of, or constitute a default on the part of the Stockholder under any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or its assets are bound, other than as required under the Exchange Act, and except for such violations, defaults or conflicts or breaches as would not, individually or in the aggregate, prevent or materially delay the performance by the Stockholder or any of its obligations under this Agreement and the Merger Agreement, or (iii) if such Stockholder is an entity, violate any provision of such Stockholder's organizational documents, except in each such case of clauses (i) through (iii) as would not prevent or materially delay the Stockholder's performance of its obligations under this Agreement.

(d) The Stockholder Securities and the certificates, if any, representing such Stockholder Securities owned by the Stockholder are now, and, subject to Section 3(b), at all times during the term hereof will be, held by the Stockholder or by a nominee or custodian

for the benefit of such Stockholder, free and clear of all liens, encumbrances, subscriptions, options, warrants, calls, proxies, commitments, restrictions and contracts of any kind, except for any such liens or encumbrances arising hereunder, any applicable restrictions on transfer under the Securities Act and any liens, encumbrances, subscriptions, options, warrants, calls, proxies, commitments, restrictions or contracts that would not materially impair the Stockholder's ability to perform his/her/its obligations hereunder (such liens and encumbrances, "Permitted Liens").

(e) Subject only to community property laws and any applicable restrictions on transfer under the Securities Act, the Stockholder has full voting power, with respect to his/her/its shares of Company Common Stock, and full power of disposition, full power to issue instructions with respect to the matters set forth herein, and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of his/her/its shares of Company Common Stock held in the name of the Stockholder. The Stockholder Securities of such Stockholder are not subject to any proxy, voting trust or other agreement, arrangement or restriction with respect to the voting of such Stockholder Securities.

(f) As of the time of execution of this Agreement, there is no Legal Proceeding pending or, to the knowledge of the Stockholder, threatened against the Stockholder at law or equity before or by any Governmental Authority that would reasonably be expected to materially impair or materially delay the performance by the Stockholder of its obligations under this Agreement or otherwise materially and adversely impact the Stockholder's ability to perform its obligations hereunder.

(g) The Stockholder has received and reviewed a copy of the Merger Agreement. The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

(h) No broker, investment bank, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or similar fee or commission for which Parent, Merger Sub or the Company would be responsible in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Stockholder (it being understood that arrangements of the Company or its other Affiliates shall not be deemed to be an arrangement of such Stockholder).

SECTION 2. Representations and Warranties of Parent and Merger Sub. Each of Parent and Merger Sub hereby, jointly and severally, represents and warrants to the Stockholder as follows:

(a) Each of Parent and Merger Sub is an entity duly organized, validly existing and in good standing under the laws of the State of Delaware and each of Parent and Merger Sub have the limited liability company or corporate power and authority, as the case may be, to execute and deliver and perform their obligations under this Agreement and the Merger Agreement and to consummate the transactions contemplated hereby and

thereby, and each has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement and the Merger Agreement.

(b) Each of this Agreement and the Merger Agreement has been duly authorized, executed and delivered by each of Parent and Merger Sub, and, assuming each of this Agreement and the Merger Agreement constitutes legal, valid and binding obligations of the other parties hereto and thereto, constitutes the legal, valid and binding obligations of each of Parent and Merger Sub, are enforceable against each of them in accordance with their terms, subject to bankruptcy, insolvency (including all legal requirements relating to fraudulent transfers), reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and subject to general principles of equity.

(c) Assuming compliance with the applicable provisions of the HSR Act, if applicable, and any applicable filing, notification or approval in any foreign jurisdiction required by Antitrust Laws, the execution and delivery of this Agreement and the Merger Agreement by each of Parent and Merger Sub, and the consummation of the transactions contemplated by this Agreement and the Merger Agreement, will not: (i) cause a violation, or a default, by Parent or Merger Sub of any applicable legal requirement or decree, order or judgment applicable to Parent or Merger Sub, or to which either Parent or Merger Sub is subject; (ii) conflict with, result in a breach of, or constitute a default on the part of Parent or Merger Sub under any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which either Parent or Merger Sub is a party or by which either Parent or Merger Sub or their respective assets are bound; or (iii) violate any provision of Parent's or Merger Sub's organizational documents, except, in each case of the foregoing clauses (i), (ii) and (iii), for such violations, defaults, conflicts or breaches as would not, individually or in the aggregate, prevent or materially delay the performance by either Parent or Merger Sub or any of their obligations under this Agreement and the Merger Agreement. Except as may be required by the Exchange Act (including the filing with the SEC of the Proxy Statement), any "anti- takeover" laws, the DGCL, in connection with the HSR Act and any filing, notification or approval in any foreign jurisdiction required by Antitrust Laws, neither Parent nor Merger Sub, nor any of Parent's other Affiliates, is required to make any filing with or give any notice to, or to obtain any consent or approval from, any Person at or prior to the consummation of the transactions contemplated in connection with the execution and delivery of this Agreement or the Merger Agreement by Parent or Merger Sub or the consummation by Parent or Merger Sub of the Merger and the other transactions contemplated by the Merger Agreement, other than such filings, notifications, approvals, notices or consents that, if not obtained, made or given, would not, individually or in the aggregate, prevent or materially delay the performance by either Parent or Merger Sub of any of their obligations under this Agreement and the Merger Agreement.

SECTION 3. Transfer of the Shares; Other Actions.

(a) Prior to the Termination Date, except as otherwise expressly provided herein (including pursuant to this Section 3 or Section 4) or in the Merger Agreement, the Stockholder shall not, and shall cause each of its Subsidiaries not to: (i) transfer, assign, sell, gift-over, hedge, pledge or otherwise dispose (whether by sale, liquidation, dissolution, dividend or distribution) of, enter into any derivative arrangement with respect to, or create any lien or encumbrance (other than Permitted Liens) on or enter into any agreement with respect to any of the foregoing ("Transfer," which for the avoidance of doubt does not include any exercise of Equity Interests), any or all of Stockholder's Equity Interests in the Company, including any Stockholder Securities; (ii) enter into any contract, option or other agreement, arrangement or understanding with respect to any Transfer; (iii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Stockholder Securities with respect to any matter that is in contravention of the obligations of Stockholder under this Agreement with respect to Stockholder's Equity Interests; (iv) deposit any of Stockholder's Equity Interests, including the Stockholder Securities, into a voting trust, or enter into a voting agreement or arrangement with respect to any of such Equity Interests, including the Stockholder Securities, in contravention of the obligations of Stockholder under this Agreement with respect to Stockholder's Equity Interests; or (v) knowingly take or cause the taking of any other action that would materially restrict or prevent the performance of such Stockholder's obligations hereunder, excluding any bankruptcy filing. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*. If any involuntary Transfer of any of the Stockholder Securities shall occur (including, but not limited to, a sale by Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Stockholder Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the Termination Date.

(b) Notwithstanding the foregoing, the Stockholder may make (i) Transfers of Equity Interests by will, intestacy, Governmental Order or by operation of Law or other transfers for estate planning purposes, (ii) with respect to such Stockholder's Company Options or Company Warrants which expire on or prior to the termination of the Merger Agreement or as a result of the consummation of the Merger, Transfers or cancellations of the underlying shares of Company Common Stock to the Company (A) in payment of the exercise price of such Stockholder's Company Options or Company Warrants and (B) in order to satisfy taxes or tax withholding obligations applicable to the exercise of such Stockholder's Company Options or Company Warrants, (iii) with respect to such Stockholder's Company RSUs, Company Options or Company SARs, Transfers or cancellations of the underlying shares of Company Common Stock to the Company in order to satisfy taxes or tax withholding obligations or for the net settlement of such Company RSUs, Company Options or Company SARs, (iv) Transfers of shares or other Equity Interests to any stockholders, members partners or equityholders if the Stockholder is an entity, (v) Transfers of

shares or other Equity Interests to any Affiliate or Permitted Transferee, and (vii) other Transfers of shares or other Equity Interests as Parent may otherwise agree in writing in its sole discretion (but only with the prior written consent of the Company), so long as, in the case of the foregoing clauses (i), (iv) and (v), any such transferee shall agree in writing to be bound by this Agreement as a condition to the consummation of any such Transfer. "Permitted Transferee" means, with respect to the Stockholder, (i) a spouse, lineal descendant or antecedent, brother or sister, child or grandchild, adopted child or grandchild, or the spouse of any child, adopted child, grandchild, or adopted grandchild of such Stockholder, (ii) any charitable entities or institutions, (iii) any trust, the beneficiaries of which include only the Persons named in clause (i) or (ii) of this definition, or (iv) any corporation, limited liability company, or partnership, the equity holders of which include only the Persons named in clause (i) or (ii) of this definition.

(c) Stockholder agrees that it/he/she will not exercise any dissenter's rights available to Stockholder with respect to the Merger pursuant to Section 262 of the DGCL.

(d) Notwithstanding anything to the contrary herein, nothing in this Agreement shall restrict the Stockholder from effectuating (i) any Transfer of Equity Interests following the date on which the Requisite Stockholder Approval is obtained (and any Equity Interests disposed of by the Stockholder in such a Transfer shall no longer constitute Equity Interests or Stockholder Securities subject to the provisions of this Agreement) or (ii) any ordinary course Transfer by limited partners of any equity interests of any investment funds advised by the Stockholder or its Affiliates (each such fund, a "Fund") not formed for the sole purpose of holding the shares of Company Common Stock, in and of themselves, so long as any such Transfer does not adversely affect the ability of the Stockholder to perform its obligations under this Agreement.

SECTION 4. Voting of Shares.

(a) Prior to the Termination Date, and without in any way limiting Stockholder's right to vote all its/her/his shares of Company Common Stock and Company Preferred Stock, as applicable, in its sole discretion on any other matters that may be submitted to a stockholder vote, consent or other approval, at every annual, special or other meeting of the Company Stockholders called, and at every adjournment or postponement thereof, Stockholder (in Stockholder's capacity as a holder of the Stockholder Securities) shall, or shall cause the holder of record on any applicable record date to, (i) appear (in person or by proxy) at each such meeting or otherwise cause all of Stockholder's shares of Company Common Stock and Company Preferred Stock, as applicable, entitled to vote to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted), in person or by proxy, all shares of Company Common Stock and Company Preferred Stock, as applicable, beneficially owned by Stockholder and entitled to vote (the "Vote Shares") (A) in favor of (1) the adoption of the Merger Agreement and the approval of the Merger and the other transactions contemplated by the Merger Agreement and (2) any non-binding advisory

vote on "golden parachute" executive compensation arrangements, and/or (B) against (1) any action or agreement which would reasonably be expected to impede, materially delay or adversely affect the consummation of the Merger or result in any of the conditions to the Company's obligations to consummate the Merger set forth in Article VII of the Merger Agreement not being fulfilled, or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's certificate of incorporation or bylaws), and (2) any Acquisition Proposal.

(b) Notwithstanding the foregoing, the Stockholder shall retain at all times the right to vote the shares of Company Common Stock held by it in its sole discretion and without any other limitation on those matters other than those set forth in Section 4(a)(ii) that are at any time or from time to time presented for consideration to the Company Stockholders.

(c) The obligations set forth in this Section 4 shall apply to the Stockholder unless and until the Termination Date shall have occurred, at which time such obligations shall terminate and be of no further force or effect.

SECTION 5. Conditional Irrevocable Proxy. Solely with respect to the matters described in Section 4, for so long as this Agreement has not been validly terminated in accordance with its terms, and in order to secure the obligations of the Stockholder to vote their Vote Shares in accordance with the provisions of Section 4 hereof, if the Stockholder (i) fails to comply with its obligations under Section 4 or (ii) otherwise attempts to vote its Vote Shares, in person or by proxy, in a manner that is inconsistent with Section 4(a)(ii) (each, a "Triggering Event"), the Stockholder will be deemed, upon and at the time of such Triggering Event, to hereby irrevocably appoint Parent as its attorney and proxy with full power of substitution and resubstitution, to the full extent of the Stockholder's voting rights with respect to all of its Vote Shares (which proxy is irrevocable and which appointment is coupled with an interest, including for purposes of Section 212 of the DGCL) to vote, and to execute written consents with respect to, all of its Vote Shares solely on the matters described in Section 4(a)(ii) and in accordance therewith; *provided,* that the proxy contemplated by this Section 5 shall not arise and shall have no force or effect prior to the occurrence of a Triggering Event. The Stockholder agrees to execute any further agreement or form reasonably necessary or appropriate to confirm and effectuate the grant of the proxy contained herein. Such proxy shall automatically terminate upon the valid termination of this Agreement in accordance with its terms; provided, that Parent may terminate this proxy at any time in its sole discretion by written notice provided to the Stockholder. Parent agrees not to exercise the proxy granted herein for any purpose other than the purposes described in this Section 5.

SECTION 6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall apply to the Stockholder solely in the Stockholder's capacity as a holder of the Stockholder Securities and/or other Equity Interests in the Company, and not in such Stockholder's or any partner, officer, employee or other Representative or Affiliate of Stockholder's capacity as (a) a director, officer or employee of the Company or any of its Subsidiaries or (b) a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall (or require Stockholder or any partner,

officer, employee or other Representative or Affiliate of Stockholder to attempt to) limit or restrict any actions or omissions of a director and/or officer of the Company or any of its Subsidiaries, including, without limitation, in the exercise of his or her fiduciary duties as a director and/or officer of the Company or any of its Subsidiaries or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust or prevent or be construed to create any obligation on the part of any director and/or officer of the Company or any of its Subsidiaries or any trustee or fiduciary of any employee benefit plan or trust from taking any action in his or her capacity as such director, officer, trustee and/or fiduciary.

SECTION 7. Further Assurances. Each party shall execute and deliver any additional documents and take such further actions that are reasonably necessary to carry out all of its obligations under the provisions hereof.

SECTION 8. Termination.

(a) This Agreement, and all rights and obligations of the parties hereunder, shall terminate immediately without any notice or other action by any Person, upon the earliest to occur of the following (the date of such termination, the "Termination Date"):

(i) termination of the Merger Agreement in accordance with its terms;

(ii) the Effective Time;

(iii) any change to the terms of the Merger Agreement (as it exists as of the date of this Agreement) without the prior written consent of the Stockholder that (A) reduces the Per Share Price or any consideration otherwise payable to the Stockholder (subject to adjustments in compliance with Section 2.7(b) of the Merger Agreement), (B) changes the form of consideration payable in the Merger or any consideration otherwise payable with respect to the shares of Company Common Stock beneficially owned by the Stockholder, (C) materially delays or imposes any additional material restrictions or conditions on the payment of the consideration payable with respect to the Stockholder Securities or other Equity Interests or (D) materially impedes or materially delays, or imposes any additional material restrictions or conditions on, the consummation of the Merger;

(iv) subject to compliance with Section 3(b), the date on which the Stockholder ceases to own any Equity Interests; or

(v) the mutual written consent of Parent, the Company and the Stockholder.

(b) Upon termination of this Agreement, all obligations of the parties under this Agreement will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party shall have any claim against another (and no person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof, provided, however, that the termination of this Agreement shall

not relieve any party from liability from any willful and material breach of this Agreement prior to such termination; provided, further, that in the event the Effective Time shall have occurred, the Stockholder shall not have any liability or other obligation hereunder whatsoever, including with respect to any willful and material breach of this Agreement occurring prior thereto (other than any breach of Stockholder's covenant in Section 3(c)).

(c) Sections 8(b), 9 and 12 hereof shall survive the termination of this Agreement.

SECTION 9. Expenses. All fees and expenses incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Merger is consummated.

SECTION 10. Public Announcements. Parent, Merger Sub and the Stockholder (in its capacity as a stockholder of the Company and/or signatory to this Agreement) shall only make public announcements regarding this Agreement and the transactions contemplated hereby that are consistent with the public statements made by the Company and Parent in connection with this Agreement, the Merger Agreement and the transactions contemplated thereby, and only with the prior written consent of Parent. The Stockholder (a) consents to and authorizes the publication and disclosure by Parent, the Company and their respective Affiliates of its identity and holding of the Stockholder Securities and the nature of its commitments and obligations under this Agreement in any disclosure required by the SEC or other Governmental Authority, provided that, such disclosing party shall provide Stockholder and its counsel a reasonable opportunity to review and comment thereon prior to such publications or disclosures being made public, and such disclosing party shall give reasonable consideration to any such comments, and (b) agrees promptly to give to Parent and the Company, after written request therefor, any information it may reasonably require for the preparation of any such disclosure documents. Each of Parent and Merger Sub consents to and authorizes the publication and disclosure by the Stockholder of the nature of its commitments and obligations under this Agreement and such other matters as may be required in connection with the Merger in any Form 4, Schedule 13D, Schedule 13G or other disclosure required by the SEC or other Governmental Authority to be made by any Stockholder in connection with the Merger. Nothing set forth herein shall limit any disclosure by any Stockholder to its or its Affiliates' general or current or prospective limited partners or members, or other Affiliates, on a confidential basis.

SECTION 11. Adjustments. In the event (a) of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company on, of or affecting the Stockholder Securities or (b) that the Stockholder shall become the beneficial owner of any additional shares of Company Capital Stock or other Stockholder Securities, then the terms of this Agreement shall apply to the shares of Company Capital Stock or other Stockholder Securities held by the Stockholder immediately following the effectiveness of the events described in clause (a) or the Stockholder becoming the beneficial owner thereof as described in clause (b), as though, in either case, they were Stockholder Securities hereunder. In the event that the Stockholder shall become the beneficial owner of any other securities entitling the holder thereof to vote or give consent with respect to the matters set forth in Section

4(a)(ii) hereof, then the terms of Section 4 hereof shall apply to such other securities as though they were Stockholder Securities hereunder.

SECTION 12. No Solicitation. Subject to Section 6, each Stockholder, solely in its capacity as a stockholder of the Company, shall not, and shall not instruct, authorize or knowingly permit any of its Representatives acting on its behalf to, directly or indirectly, (i) solicit, initiate, propose or knowingly induce the making, submission or announcement of, or knowingly encourage, facilitate or assist, any proposal or inquiry that constitutes, or is reasonably expected to lead to, an Acquisition Proposal; (ii) furnish to any Person (other than to Parent, Merger Sub or any designees of Parent or Merger Sub) any non-public information relating to the Company Group or afford to any Person access to the business, properties, assets, books, records or other non-public information, or to any personnel, of the Company Group (other than Parent, Merger Sub or any designees of Parent or Merger Sub), in any such case with the intent to induce the making, submission or announcement of, or to knowingly encourage, facilitate or assist, any proposal or inquiry that constitutes, or is reasonably expected to lead to, an Acquisition Proposal or any inquiries or the making of any proposal that would reasonably be expected to lead to an Acquisition Proposal; (iii) participate or engage in discussions or negotiations with any Person (other than its Representatives or Parent, Merger Sub or any designees of Parent or Merger Sub) with respect to an Acquisition Proposal (other than informing such Persons of the provisions contained in Section 5.3 of the Merger Agreement and contacting the Person making the Acquisition Proposal to the extent necessary to clarify the terms of the Acquisition Proposal); (iv) approve, endorse or recommend an Acquisition Proposal or any other proposals that would reasonably be expected to lead to an Acquisition Proposal; or (v) enter into any Alternative Acquisition Agreement. For clarity, if such Stockholder is a venture capital, investment fund or private equity investor, the term "Representative" (a) shall include any general partner of such Stockholder that is still affiliated with such Stockholder, but (b) shall exclude (i) any limited partner, (ii) any general partner that is no longer affiliated with such Stockholder, and (iii) any employees or other Representatives, in each case of clauses (i) to (iii), who do not have actual knowledge of the transactions contemplated by the Merger Agreement. Notwithstanding the foregoing, nothing in this Section 12 shall restrict (or require Stockholder to attempt to restrict) any actions or omissions of any director or officer of the Company acting in their capacity as such, provided, that this sentence shall not affect or otherwise diminish the obligations of the Company under the Merger Agreement, including Section 5.3 therein.

SECTION 13. Miscellaneous.

(a) Notices. All notices and other communications hereunder must be in writing and will be deemed to have been duly delivered and received hereunder (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; or (iii) immediately upon delivery by hand or by email transmission (provided that (A) the subject line of such email states that it is a notice delivered pursuant to this Section 13(a) and (B) the sender of such email does not receive written notification of delivery failure), to Parent in accordance with Section 9.2 of the Merger Agreement and to the

Stockholder at its address set forth on the Stockholder's signature page hereto (or at such other address for a party as shall be specified by like notice).

(b) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(d) Entire Agreement, No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties, with respect to the subject matter hereof and thereof and (ii) is not intended to confer, nor shall it confer, upon any Person other than the parties hereto any rights or remedies or benefits of any nature whatsoever, except as expressly set forth in Section 8(a)(v), Section 13(g) and Section 13(l).

(e) Governing Law, Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Delaware. Each of the parties hereto (i) irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts) in any Legal Proceeding relating to this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with Section 13(a) or in such other manner as may be permitted by applicable law, and nothing in this Section 13(e) will affect the right of any party to serve legal process in any other manner permitted by applicable law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) (the "Chosen Courts") in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for

leave from any such court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the transactions contemplated hereby or thereby will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the transactions contemplated hereby or thereby in any court other than the Chosen Courts. Each of the parties hereto agrees that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(f) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (iii) IT MAKES THIS WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13(f).

(g) Assignment. Other than in connection with any Transfer permitted by Section 3, no party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties hereto, except that Parent and Merger Sub will have the right to assign all or any portion of their respective rights and obligations pursuant to this Agreement to any party to whom they have assigned the Merger Agreement; provided, however, that (i) Parent and Merger Sub may assign, in their sole discretion and without the consent of any other party, any or all of their rights, interests and obligations hereunder to each other or to one or more direct or indirect wholly-owned Subsidiaries of Parent in connection with the assignment of the rights, interests and obligations of Parent and/or Merger Sub under the Merger Agreement to such indirect wholly-owned Subsidiaries of Parent in accordance with the terms of the Merger Agreement, and any such assignee may thereafter assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations hereunder to one or more additional direct or indirect wholly-owned Subsidiaries of Parent in connection with the assignment of

the rights, interests and obligations of such assignee under the Merger Agreement to such additional direct or indirect wholly-owned Subsidiaries of Parent in accordance with the terms of the Merger Agreement and (ii) the Stockholder will have the right to assign all or any portion of its rights and obligations under this Agreement to one or more Affiliates; provided, that no such assignment shall relieve Parent or Merger Sub (in the case of clause (i) above) or the Stockholder (in the case of clause (ii) above) of any of its respective obligations under this Agreement. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns; provided, that the Company may rely upon this Agreement and enforce the provisions hereof as an intended and express third-party beneficiary (including in connection with the obligation of the parties set forth herein to obtain the prior written consent of the Company in connection with the termination, amendment, modification or waiver of this Agreement).

(h) Severability of Provisions. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(i) Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the parties hereto do not perform the provisions of this Agreement (including any party failing to take such actions as are required of it hereunder in order to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that, (i) the parties hereto will be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms and provisions hereof; and (ii) the right of specific enforcement is an integral part of the Agreement and without that right, Parent would not have entered into this Agreement. It is accordingly agreed that each party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity and any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with such injunction or enforcement, and each party irrevocably waives any right that it may have to require the obtaining, furnishing or posting of any such bond or other security.

(j) Amendment. No amendment or modification of this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto, and only with the prior written consent of the Company. No waiver or consent hereunder shall be effective against any party unless it shall be in writing and signed by such party, and only with the prior written consent of the Company.

(k) Binding Nature. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns.

(l) No Recourse. Parent and Merger Sub agree that the Stockholder will not be liable for claims, losses, damages, expenses and other liabilities or obligations resulting from or related to the Merger Agreement or the Merger (other than any liability for claims, losses, damages, expenses and other liabilities or obligations solely to the extent arising under, and in accordance with the terms of, this Agreement, provided, that, except in respect of any breach of Stockholder's covenant in Section 3(c), in no event shall such claims, losses, damages, expenses or other liabilities or obligations include consequential, indirect, special or similar damages), including the Company's breach of the Merger Agreement. Notwithstanding anything to the contrary herein, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Persons that are expressly named as parties hereto and their respective successors and assigns. Except as set forth in the immediately preceding sentence, no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any party hereto, and no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of any party hereto under this Agreement (whether in tort, contract or otherwise) or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby. The parties hereto acknowledge and agree that the Non-Recourse Parties are third party beneficiaries of this Section 13(l), each of whom may enforce the provisions thereof.

(m) No Presumption. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(n) No Agreement Until Executed. This Agreement shall not be effective unless and until (i) the Merger Agreement is executed by all parties thereto and (ii) this Agreement is executed by all parties hereto.

(o) No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to the Stockholder Securities. All rights, ownership and economic

benefits of and relating to the Stockholder Securities shall remain vested in and belong to Stockholder, and neither Parent nor Merger Sub shall have any authority to manage, direct, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the voting of any of the Stockholder Securities, except as otherwise specifically provided herein.

[Signature pages follow]

IN WITNESS WHEREOF, Parent, Merger Sub and Stockholder have caused this Agreement to be duly executed and delivered as of the date first written above.

COMMURE, INC.

By:/s/ Daniel Brian Name: Daniel Brian
Title: Chief Legal Officer and Chief Financial Officer

ANDERSON MERGER SUB, INC.

By:/s/ Daniel Brian Name: Daniel Brian
Title: Chief Financial Officer

STOCKHOLDER

/s/ Emmanuel Krakaris
Name: Emmanuel Krakaris

Stockholder Securities: Company Common Stock: 58,898

Company RSUs: 140,625

Company Options: 2,972,727 Company Preferred Stock:

Company Warrants: Company SARs:

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Emmanuel Krakaris, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Augmedix, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant'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 registrant's internal control over financial reporting.

Date: August 12, 2024

By: /s/ Emmanuel Krakaris

Emmanuel Krakaris
President, Chief Executive Officer and Secretary (Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Paul Ginocchio, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Augmedix, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant'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 registrant's internal control over financial reporting.

Date: August 12, 2024

By: /s/ Paul Ginocchio

Paul Ginocchio
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Augmedix, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

Date: August 12, 2024

By: /s/ Emmanuel Krakaris

Emmanuel Krakaris
President, Chief Executive Officer and
Secretary (Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Augmedix, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

Date: August 12, 2024

By: /s/ Paul Ginocchio

Paul Ginocchio
Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)