



athenahealth Technology Private Limited
#40, Module No. 3&4, 9th Floor, A-Block,
Global Infocity Park, Chennai, M.G.R. Road,
Kandanchavadi, Perungudi,
Chennai - 600 096, Tamil Nadu, India
Phone: 044-4227 8600
CIN Number: U72200TN2005PTC057276
www.athenahealth.com

Strictly Private and Confidential

May 13, 2020

Maran Sowthri Kalailingam
Seevaram 3rd Street
Chennai, Tamil Nadu 600113
Tamil Nadu

Subject: Offer of Employment

Dear Maran Sowthri,

Congratulations! We are thrilled to extend you this invitation to join us at athenahealth on our mission to transform healthcare. You have impressed us with your credentials, your experience, and your passion. We are eager to have you join our team of athenistas. At athenahealth, we work every day to free medical providers to do work that truly matters, caring for their patients. It is incredibly hard work with equally incredible meaning and with each unique new perspective we add to the team, we strengthen our ability to succeed on their behalf. We look forward to you joining us.

These employment terms are for a full-time position of **Member of Technical Staff - MTS** with athenahealth Technology Private Limited ("athena") Your first day of employment will be on **May 26, 2020**. Prior to your start date, you will be given more detailed information about your Orientation.

The terms of your employment with the Company are set out within **Annexure A** to this letter.

Your gross annual compensation on a total cost-to-company basis will be **INR 1,026,000** which shall include your annual gross base salary, performance bonus and other benefits which may be claimed in compliance with and subject to limits under the applicable tax laws and Company's policies and practices. All payments by the Company shall be subject to statutory deductions and contributions. Any provident fund and/or pension fund contribution that the Company shall be required to make on your behalf shall be deducted from your salary. Please refer to **Annexure B** for your compensation break-up.

This offer is valid, subject to your acceptance within 3 Business days from the date of issuance. Upon your acceptance of this offer for employment and subject to successful completion of your background check by the Company, you will be required to join latest by **May 26, 2020** as communicated to you by the Company failing which this offer would become void.



Should you accept this offer, you are requested to provide the Company with copies of the documents as listed out in **Annexure C**.

This offer for employment is conditional upon (1) successful completion by the Company of your background check and; (2) your full and complete disclosure to the Company of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way may limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer for employment and (3) there being no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company. The Company reserves the right to withdraw this offer or terminate your employment without any obligation whatsoever in the event that it receives any negative background check results or determines that any contractual or other obligation may limit your ability to engage in business activities for the Company or if you are found to be part of any pending investigation (whether judicial, quasi-judicial or otherwise).

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity without the Company's prior written consent.

Yours sincerely,

For **athenahealth Technology Private Limited**

A handwritten signature in blue ink, appearing to read "Geeta Ramesh", with a stylized flourish at the end.

Geeta Ramesh

Director - Talent Acquisition

Acceptance

I hereby accept the offer along with the terms of employment with **athenahealth Technology Private Limited**. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

I hereby provide my consent to the Company and its agents to conduct necessary background check and verification on me. I agree to provide complete and accurate information as may be requested by the Company and/or its agents in respect of such checks.

I also authorize athenahealth to share my contact and all relevant information with the external party to facilitate verification of my candidature.

In an event that athenahealth is unable to verify any information stated in my application, it is my responsibility to furnish the necessary documentation. failure to do so will result in my employment not being processed further.

Candidate Signature: {{Sig_es_:signer1:signature}}

Name: Maran Sowthri Kalailingam

Annexure A

Terms and Conditions of Employment

1. INTRODUCTION

The Company's offer of employment is based on the particulars, information and declarations provided by you. If at any time it is observed that the information provided by you is false or misleading or there is any concealment of facts by you, the Company reserves the right to immediately terminate your employment.

2. DUTIES AND RESPONSIBILITIES, TRANSFER, ETC.

2.1 You agree that you shall perform your duties and responsibilities, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Company, you shall (a) use your best endeavor to defend and promote the business interests of Company (b) devote your full time, attention and efforts to serve company; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including any activity, which competes with activities of company or conflicts with your assignment with the company or position. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your company, if any.

2.2 During the term of your employment, in addition to your assigned tasks and work responsibilities, the Company may require you to interact and work directly or indirectly with external entities and/or authorized representatives of such entities. While dealing or working with such associates, you are expected to act as a brand ambassador of the Company through courteous conduct, positive behavior, cooperative attitude and working skills so that the reputation and goodwill of the Company is enhanced and not adversely effected. Any omission or commission on your part, brought to the notice of the Company may result in strict disciplinary action against you, including but not limited to termination of employment.

2.3 Depending on business needs, the Company may, at its sole discretion, change your designation or transfer you to any other team, department or offices of the Company or of its affiliates.

2.4 The Company has a right to assign, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may have an interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer, you will be governed by the relocation policies and policies of the Company existing at that time.

2.5 Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.6 Your employment will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies and procedures.

2.7 You shall not make any false, defamatory or disparaging statements about the Company, its employees, officers or directors.

2.8 Your employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India (as amended). Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

2.9 In case of any grievances or disputes during your employment with the Company, you reserve the right to use the Company's grievances resolution mechanisms as provided in the Company's policies and procedures.

3. REMUNERATION AND BENEFITS

3.1 Your total all-inclusive gross annual compensation on a cost-to-company basis is as provided in the offer letter. Your salary, payable on a monthly basis, shall be inclusive of the applicable statutory benefits, if any, and tax to be deducted at source by the Company. Any contributions (including but not limited to any provident fund contributions) to be made by the Company on your behalf shall be deducted from your salary.

3.2 Your compensation may be amended from time to time by the Company at its sole discretion. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.

3.3 The Company may offer certain employee benefits to you, subject to and in accordance with the applicable benefit plan(s), as may be amended from time to time. This includes insurance coverage such as Group Medical Insurance, Group Life Insurance and Group Personal Accident Insurance applicable during the employment with the Company. Female employees shall be entitled to maternity benefits as described in the Company's policies and procedures and subject to the terms provided therein.

3.4 The Company reserves the right to amend, alter or cease to provide (without compensation) any benefit (including any commission plan or incentive-based pay) at any time. You may request the Company for more information in relation to the currently applicable benefits.

3.5 You are entitled to leaves and public holidays in accordance with the company's employee policies and procedures.

4. WORK LOCATION AND HOURS OF WORK

4.1 You shall report to the Company's offices, currently located at **Chennai India**. The Company reserves the right to change the office location or relocate you, as may be desired by the Company from time to time.

4.2 The employee will be required to work minimum of 40 hours in a week in accordance with the Company Policy as may be framed by the Company from time to time. However; you may be required to work additional hours as and when necessary to properly and effectively perform your duties and responsibilities.

4.3 The Company may require you from time to time, to travel to locations in India or overseas and work out of client's/customer sites. The Company may also require you to engage in travel on behalf of the Company, and to work night

hours, required by the nature of the business of the Company. Reasonable and necessary professional expenses for travel and lodging, incurred by you, in furtherance of Company business, shall be reimbursed to you in accordance with the standard policies of the Company, as in effect from time to time, upon presentation of documentary evidence that is acceptable to the Company.

5. SECRECY & CONFIDENTIALITY

5.1 You shall not during or after termination of your employment with the Company, disclose, publish, disseminate or divulge to any person or entity, by word of mouth or otherwise, any Proprietary or Confidential Information. **"Proprietary or Confidential Information"** shall mean and include but not limited to, the Company's information, software (whether in object or source code), statistics, data, database (of clients), knowledge, trade secrets, intellectual property / inventions, know-how, processes, designs, drawings, charts, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters etc. of the Company, which is communicated to you or acquired by you or which may have come to your knowledge by virtue of being an employee of the Company, and might be of a nature not generally known to others operating in the Company's area of business. You acknowledge that the Company has explained that such Proprietary or Confidential Information is the valuable property of the Company and/or its customers and is critical to the business of the Company. Further, you shall not at any time, whether during or after the period of employment with the Company, use such Proprietary or Confidential Information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other than the Company.

5.2 Notwithstanding the aforesaid provisions, you may disclose Proprietary or Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that you shall in such a case, give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

5.3 You shall return to the Company or to its nominees, Proprietary or Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Proprietary or Confidential Information which is in your possession, power and control as and when called upon by the Company and upon termination, not later than the date of termination of employment or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Proprietary or Confidential Information.

5.4 Protected Health Information (PHI)

Employee acknowledges that during the course of Employee's employment with the Company, Employee may have access to certain health and payment information of the Company's customers and their patients which is highly confidential and subject to special legal protection ("Protected Health Information"). Employee agrees to comply with, and abide by, all of the Company's policies and procedures, as modified from time to time, including without limitation those policies and procedures which: (i) set forth requirements for the appropriate use and disclosure of Protected Health Information, (ii) require compliance with administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Protected Health Information, (iii) require reporting of any improper uses and disclosures of Protected Health Information, or security breaches involving Protected Health Information of which Employee becomes aware, and (iv) establish clearance procedures, access controls, and supervision requirements. During the term of this Agreement, Employee shall not use or disclose Protected Health Information except in compliance with the Company's policies and procedures as then in effect that governs the appropriate use and disclosure of Protected Health Information.

5.5 The obligations enumerated above shall always be binding on you, irrespective of whether you continue to be employed by the Company or not, and for a period of two (2) years following the date of termination of his/her employment with the Company.

6. INTELLECTUAL PROPERTY

6.1 You acknowledge the Company's proprietorship and sole ownership over all intellectual property i.e. any articles, events, invention, product, process, know-how, formula, design, concept, idea, data, data base, statistics, or any other creation which is discovered, developed, created or conceived by you during the term of your employment with the Company, related to any business of the Company.

6.2 You hereby irrevocably, absolutely and perpetually assign worldwide rights including proprietary rights / intellectual property rights (i.e. PHI, trade secret, data base, patent, copyright, trade name, trademark, design or application therefore, or any other commercial, industrial or intellectual property right of whatsoever nature, pertaining to any intellectual property) that subsist in you to the Company free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein shall revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You waive all your rights pertaining to such intellectual property which may not be assignable or transferable in law. You hereby undertake that no future claims, actions or demands will lie in respect of such waived rights pertaining to the intellectual property which may not be assignable or transferable in law.

6.3 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any intellectual property rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorney to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of intellectual property rights with the same force and effect as if executed and delivered by you. The Company reserves the right to appoint another attorney in lieu of the attorney as appointed hereinabove.

6.4 You represent and warrant that you not commit any plagiarism while in employment of the Company and will not use or integrate any third-party information, materials or data that are not validly licensed to the Company in the intellectual property that you generate. You further represent and warrant that you have not violated the intellectual property rights of any third party, and that you shall not violate the intellectual property rights of any third party in the course of your employment with Company. Provided that, in the event the Company is held liable for your plagiarism or violation of any intellectual property rights, you undertake to indemnify the Company or affiliate, against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.

7. TERMINATION OF EMPLOYMENT

7.1 Your employment may be terminated at any time by either party by serving the other party, Thirty (30) days prior notice in writing. The Company may in its sole discretion, pay you basic pay in lieu of notice. If you have given a notice to resign from services, you are expected and required to diligently serve the entire notice period.

7.2 Notwithstanding the provisions of Clause 7.1 or anything else to the contrary, the Company may terminate your employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons:

- a) fraudulent, dishonest or undisciplined conduct on your part;
- b) you are found to have willfully suppressed material information or misrepresented or provided false information at the time of interview, appointment or during employment;
- c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's property;
- d) your insubordination or failure to comply with the directions given to you by your manager or any other authorized person;

- e) your insolvency or allegation / conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;
- f) your breach of the terms or conditions of this Agreement or the Company's policies and procedures or other directions of the Company;
- g) your unauthorized absence for a continuous period of 5 days from work (including due to unapproved overstay of leave/ training);
- h) you are conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;
- i) any misconduct on your part as provided under labour laws or Company's policies and procedures

7.3 You shall retire from the Company upon reaching the age of 60 years. The Company however reserves the right to extend the retirement age. For determination of age, the details in the documents furnished by you at the time of joining will be deemed to be final.

7.4 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

7.5 If your employment is terminated by reason of the liquidation of the Company or in case of any reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment / unit / undertaking) and if you have been offered employment with the Company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this Agreement then, you shall have no legal or contractual claim against the Company by reason of the termination of the employment.

7.6 Upon termination of your employment with the Company for any reason, the Company may require you to sign a release and waiver of claims at no additional consideration or payment.

8. AUTHORITY TO BIND THE COMPANY

8.1 Unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

8.2 You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

9. SENSITIVE AND PERSONAL DATA OR INFORMATION (SPDI)

9.1 The Company may, in connection with your employment collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means.

9.2 By accepting our offer, you expressly consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc.; and (v) treating any personal data to which you have access in the course of your employment strictly in accordance with Company policies and

procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

10. RESPONSIBILITY FOR LOSS OR DAMAGE CAUSED DUE TO NEGLIGENCE, MISCONDUCT ETC

10.1 You shall be responsible for your act or conduct while your employment with the Company. If any loss or damage is caused to the Company, its consultants, advisors, employees, officers, directors or entities with which the Company has contracted, on account of the negligence, misbehavior or misconduct on your part, the Company shall be entitled to seek compensation for such damage or loss from you.

10.2 In case you fail to compensate the Company within ten (10) days of the demand so made by the Company, the Company shall be entitled to make deductions of the said amount from the remuneration payable to you by the Company in accordance with applicable laws and/or the Company reserves the right to subject you to strict disciplinary action including but not limited to termination of employment with the Company.

11. INDEMNITY

You hereby indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your employment or negligent performance of your duties as expected from you while in employment of the Company.

12. NON-DISPARAGEMENT

During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

13. COMPANY'S POLICIES

You shall comply with the Company's, Code of Conduct and any other policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during your employment.

14. RETURN OF DOCUMENTS AND COMPANY PROPERTY

14.1 On termination of your employment, you shall return to the Company all the assets and property documents, files, books, papers, information, memos, compact disks, data files or other computer programs, confidential information of the Company or any other property and equipment belonging to the Company in your possession or under your control (this includes all Proprietary or Confidential Information, intellectual property and any leased properties). You will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to you by the Company in case you fail to return the same in good condition.

14.2 You shall also return to the Company any Letter of Authority or Power of Attorney on demand or on termination of your employment.

15. NOTICES

15.1 Any notices, approvals or requests required or permitted to be given hereunder by either party to the other shall be given in writing and delivered: (1) by personal delivery; (2) by bonded courier or by a nationally recognized overnight delivery company; or (3) by electronic facsimile, with confirmation sent by any of the delivery methods in the preceding clauses (1) through (2) Notices shall be deemed given as of the day they are delivered. Notices from either party to the other must be given in writing to the respective addresses of the parties listed below (or to such other addresses as the parties may request in writing by notice given pursuant to this Paragraph 16):

To the Company:

athenahealth Technology Private Limited
Regd.Office: #40, Module No. 3&4, 9th Floor
A-Block, Global Infocity Park, Chennai, M.G.R Road
Kandanchavadi, Perungudi
Chennai – 600096, Tamil Nadu, India

To the Employee:

Maran Sowthri Kalailingam
Seevaram 3rd Street
Chennai 600113
Tamil Nadu

Along with a copy by email to:

ahilegal@athenahealth.com

15.2 You shall always keep the Company informed about your latest postal address and indicate in writing in case of a change in address.

15.3 Any communication sent to you by the Company at your last known address (as indicated by you) shall be deemed to have been duly served upon you in accordance with this Clause. In addition, you shall inform the Company, in writing, about any change in your name/surname with supportive documents facilitating an update of Company's record and for taking up such administrative actions which may be necessary because of change in name/surname etc.

16. GOVERNING LAW AND DISPUTE RESOLUTION

Your employment with the Company shall be governed and construed in accordance with the laws of India. Any dispute that may arise with respect to your employment or its terms shall be submitted for resolution by a sole arbitrator appointed jointly by the parties. The arbitration shall be governed by the Indian Arbitration & Conciliation Act, 1996. The award made by the sole arbitrator shall be binding on both parties. The language of the arbitration shall be English. The seat of the arbitration shall be Chennai. You agree to sign such further documents as required by the Company for the purposes of resolving any dispute by way of arbitration.

17. REPRESENTATIONS AND WARRANTIES

You hereby represent to the Company that:

- a. you are and shall continue to be legally permitted to reside and be employed in India;
- b. you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c. you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d. you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e. you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees;
- f. these terms and conditions are in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- g. you have all requisite power and authority, and do not require the consent of any third party to accept our offer; and
- h. you are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person, organization or body corporate.

Agreed and accepted:

Signature:

{{Sig_es_:signer1:signature}}

Name: Maran Sowthri Kalailingam

Date: May 13, 2020