

business and operations of the Borrower and any such other Guarantor as each Guarantor requires, and that no Guaranteed Party has any duty, and the Guarantors are not relying on the Guaranteed Parties at any time, to disclose to the Guarantors any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (the Guarantors waiving any duty on the part of the Guaranteed Parties to disclose such information and any defense relating to the failure to provide the same).

14. Setoff. If an Event of Default shall have occurred and be continuing, the Administrative Agent or any other Guaranteed Party may setoff and charge from time to time any amount owing against any or all of any Guarantor's accounts or deposits with the Administrative Agent or such Guaranteed Party, respectively.

15. Representations and Warranties. Each Guarantor represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite power and authority to make and perform this Guaranty, and the execution, delivery and performance of this Guaranty has been duly authorized by all necessary corporate or other organizational action and does not and will not contravene the terms of such Guarantor's Organization Documents; (c) this Guaranty constitutes a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms; (d) the making and performance of this Guaranty does not and will not violate the provisions of any applicable Law, and will not conflict with or result in the breach or contravention of any Contractual Obligation to which it is a party or by which it or any of its property may be bound or affected, or any order, injunction, writ or decree of any Governmental Authority to which such Guarantor or its property is subject; and (e) no approvals, consents, exemptions, authorization, or other action by, or notices to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against any Guarantor of this Guaranty; except in each case referred to in clause (d) or (e), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

16. Indemnification and Survival. Without limitation on any other obligations of the Guarantors or remedies of the Guaranteed Parties under this Guaranty, each Guarantor shall, to the fullest extent permitted by law, indemnify and hold harmless the Administrative Agent and the other Guaranteed Parties from and against, and shall pay on demand, any and all damages, losses, liabilities, claims and related expenses (including attorneys' fees charges and disbursements and the allocated costs and disbursements of internal legal counsel) that may be suffered or incurred by the Administrative Agent or any other Guaranteed Party in connection with or as a result of any failure of any Guaranteed Obligations to be the legal, valid and binding obligations of the Borrower enforceable against the Borrower in

accordance with their terms; provided that such indemnity shall not, as to any Guaranteed Party be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the bad faith, gross negligence, willful misconduct or fraud of such Guaranteed Party, (y) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from a breach in bad faith of such Guaranteed Party's material obligations under the Loan Documents or (z) result from a claim brought by the Borrower or any other Loan Party against a Guaranteed Party for breach in bad faith of such Guaranteed Party's obligations hereunder or under any other Loan Document, if the Borrower or such other Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. The obligations of the Guarantors under this provision shall survive the payment in full of the Guaranteed Obligations and termination of this Guaranty.

17. GOVERNING LAW; Assignment; Jurisdiction; Notices. THIS GUARANTY AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS GUARANTY AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. This Guaranty shall (a) bind each Guarantor and its successors and assigns, provided that each Guarantor may not assign its rights or obligations under this Guaranty without the prior written consent of the Administrative Agent (and any attempted assignment without such consent shall be void), and (b) inure to the benefit of the Administrative Agent and the other Guaranteed Parties and their respective successors and assigns, and the Administrative Agent and the Lenders may, without notice to the Guarantors and without affecting the Guarantors' obligations hereunder, assign, sell or grant participations in the Guaranteed Obligations and this Guaranty, in whole or in part, pursuant to the terms of and in connection with any sale or assignment under Section 10.06 of the Credit Agreement. Each Guarantor hereby irrevocably and unconditionally (i) submits to the jurisdiction of the United States District Court of the District of Massachusetts and the courts of the Commonwealth of Massachusetts sitting in the City of Boston, Massachusetts in any action, litigation or proceeding arising out of or relating to this Guaranty, and (ii) waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith. Service of process by the Administrative Agent or any other Guaranteed Party in connection with such action or proceeding shall be binding on each Guarantor

if sent to such Guarantor by registered or certified mail at its address specified below or such other address as from time to time notified by such Guarantor. Each Guarantor agrees that the Administrative Agent and the other Guaranteed Parties may disclose to any assignee of or participant in, or any prospective assignee of or participant in, any of their respective rights or obligations of all or part of the Guaranteed Obligations any and all information in such Guaranteed Party's possession concerning the Guarantors, this Guaranty and any security for this Guaranty. All notices and other communications under this Guaranty shall be made in the manner set forth in Section 10.02 of the Credit Agreement and, in the case of each Guarantor, to such Guarantor in care of the Borrower.

18. WAIVER OF JURY TRIAL; FINAL AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH GUARANTOR AND EACH GUARANTEED PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE GUARANTEED OBLIGATIONS. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

19. Additional Guarantors. Domestic Subsidiaries of the Borrower (each, an "Additional Guarantor") may hereafter become parties to this Guaranty by executing and delivering to the

Administrative Agent, for the benefit of the Guaranteed Parties, a supplement or joinder to this Guaranty (each a "Guaranty Supplement") as provided in Section 6.12 of the Credit Agreement, in each case, in substantially the form attached hereto as Annex A, or in such other form reasonably satisfactory in form and substance to the Administrative Agent and its counsel. Upon such execution and delivery by any Additional Guarantor, such Additional Guarantor shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Guarantor had executed this Guaranty as of the Closing Date, and the Administrative Agent, for itself and for the benefit of the other Guaranteed Parties, shall be entitled to all of the benefits of such Additional Guarantor's obligations hereunder. Each Guarantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition of an Additional Guarantor or the release of another Guarantor hereunder, nor by any election of the Administrative Agent not to cause any Person to become an Additional Guarantor.

20. Loan Document Terms. The Guarantors shall at all times comply with the covenants and other obligations, including the Obligations, applicable to each of them under the Credit Agreement and each other Loan Document, and each such covenant and other obligation is hereby incorporated by reference to be a part hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Guaranty to be executed as of the date set forth above.

ATHENAHEALTH MA, INC.,

as Guarantor

By: __

Name: __

Title: __

PROXSYS LLC,

as Guarantor

By: __

Name: __

Title: __

HEALTHCARE DATA SERVICES LLC,
as Guarantor

By: __
Name: __
Title: __

EPOCRATES, INC.,
as Guarantor

By: __ Name: __ Title: __

ATHENA ARSENAL, LLC,
as Guarantor

By: __
Name: __
Title: __

ANNEX A

FORM OF GUARANTY SUPPLEMENT

SUPPLEMENT NO. [____] dated as of [____] [____], 201[____], to the Guaranty dated as of [____] [____], 20[____], by ATHENAHEALTH MA, INC., a Massachusetts corporation, PROXSYS LLC, an Alabama limited liability company, HEALTHCARE DATA SERVICE LLC, a Massachusetts limited liability company, EPOCRATES, INC., a Delaware corporation, ATHENA ARSENAL, LLC, a Massachusetts limited liability company and each other guarantor party thereto from time to time (collectively, the “Guarantors”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (as such term is defined below) for the lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty”).

A. Reference is made to the Credit Agreement, dated as of May 10, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ATHENAHEALTH, INC., a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower party thereto from time to time as Guarantors, each lender from time to time party thereto (collectively, the “Lenders”), and BANK OF AMERICA, N.A., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), Swing Line Lender and L/C Issuer.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guaranty, as applicable.

C. The Guarantors have entered into the Guaranty in order to induce the Lenders, including the Swing Line Lender, to make Loans, including Swing Line Loans. Section 19 of the Guaranty provides that additional Domestic Subsidiaries may become Guarantors under the Guaranty by execution and delivery of an instrument in the form of this Supplement No. [____]. The undersigned

Domestic Subsidiary (the “New Subsidiary”) is executing this Supplement No. [_____] in accordance with the requirements of the Credit Agreement and Guaranty to become a Guarantor under the Guaranty as consideration for Loans previously made and to be made to the Borrower.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

Section 1. In accordance with Section 19 of the Guaranty, the New Subsidiary by its signature below becomes a Guarantor under the Guaranty and Credit Agreement with the same force and effect as if originally named therein as a Guarantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Guaranty and Credit Agreement applicable to it as a Guarantor thereunder and (b) represents and warrants that the representations and warranties made by the Guarantors under the Guaranty and the Credit Agreement are true and correct with respect to New Subsidiary on and as of the date hereof, provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct as of such earlier date. Each reference to a “Guarantor” in the Guaranty and the Credit Agreement shall be deemed to include the New Subsidiary as if originally named therein as a Guarantor. The terms of the Guaranty and the Credit Agreement are hereby incorporated herein by reference.

Section 2. The New Subsidiary represents and warrants to the Administrative Agent that this Supplement No. [_____] has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such

enforceability may be limited by Debtor Relief Laws and by general principles of equity and principles of good faith and fair dealing.

Section 3. This Supplement No. [_____] may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement No. [_____] shall become effective when the Administrative Agent shall have received a counterpart of this Supplement No. [_____] that bears the signature of the New Subsidiary and the Administrative Agent has executed a counterpart hereof. Delivery of an executed counterpart of a signature page of this Supplement No. [_____] by telecopy or other electronic imaging means (including in .pdf format via electronic mail) shall be effective as delivery of a manually executed counterpart of this Supplement No. [_____].

Section 4. Except as expressly supplemented hereby, the Guaranty shall remain in full force and effect.

Section 5. (a) THIS SUPPLEMENT NO. [_____] AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SUPPLEMENT NO. [_____] AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

(b) TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENT NO. [_____] THIS SUPPLEMENT NO. [_____] REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 6. The unenforceability or invalidity of any provision of this Supplement No. [_____] shall not affect the enforceability or validity of any other provision herein.

Section 7. All communications and notices hereunder shall be in writing and given as provided in Section 10.02 of the Credit Agreement.

Section 8. The New Subsidiary agrees to reimburse the Administrative Agent for its reasonable, documented out-of-pocket expenses in connection with this Supplement No. [_____] as provided in Section 10.04 of the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the New Subsidiary and the Administrative Agent have duly executed this Supplement No. [] to the Guaranty as of the day and year first above written.

[NAME OF NEW SUBSIDIARY], as New Subsidiary

By: __

Name:

Title:

BANK OF AMERICA, N.A., as Administrative Agent

By: __

Name:

Title:

EXHIBIT G-1

**FORM OF
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 10, 2013 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”; the terms defined therein being used herein as therein defined), among athenahealth, Inc., a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower party thereto from time to time as Guarantors, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[Remainder of the page intentionally blank]

This U.S. Tax Compliance Certificate is executed as of the date set forth below.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

DATE: _____, 201____

EXHIBIT G-2

**FORM OF
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 10, 2013 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”; the terms defined therein being used herein as therein defined), among athenahealth, Inc., a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower party thereto from time to time as Guarantors, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[Remainder of the page intentionally blank]

This U.S. Tax Compliance Certificate is executed as of the date set forth below.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

DATE: _____, 201__

EXHIBIT G-3

**FORM OF
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 10, 2013 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”; the terms defined therein being used herein as therein defined), among athenahealth, Inc., a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower party thereto from time to time as Guarantors, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[Remainder of the page intentionally blank]

This U.S. Tax Compliance Certificate is executed as of the date set forth below.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

DATE: _____, 201__

EXHIBIT G-4

**FORM OF
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 10, 2013 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined), among athenahealth, Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower party thereto from time to time as Guarantors, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[Remainder of the page intentionally blank]

This U.S. Tax Compliance Certificate is executed as of the date set forth below.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

DATE: _____, 201____