

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

By: /s/ Ken Puro

Name: Ken Puro

Title: Vice President

BANK OF AMERICA, N.A., as a Lender, L/C Issuer and Swing Line
Lender

By: /s/ Linda Alto

Name: Linda Alto

Title: Senior Vice President

TD BANK, N.A., as a Lender

By: /s/ Eileen P. Murphy

Name: Eileen P. Murphy

Title: Vice President

FIFTH THIRD BANK, as a Lender

By: /s/ Joshua N. Livingston

Name: Joshua N. Livingston

Title: Duly Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Alain F. Kamden

Name: Alain F. Kamden

Title: Vice President

SOVEREIGN BANK, as a Lender

By: /s/ Jay L. Massimo

Name: Jay L. Massimo

Title: Senior Vice President

RBS CITIZENS, NATIONAL ASSOCIATION, as a Lender

By: /s/ Andrea B. Goldman

Name: Andrea B. Goldman

Title: Senior Vice President

SCHEDULE 1.01(e)

EXISTING LETTERS OF CREDIT

None.

SCHEDULE 2.01

**COMMITMENTS
AND APPLICABLE PERCENTAGES**

Lender	Revolving Credit Commitment	Revolving Credit Facility Applicable Percentage	Closing Date Term Commitment	Term Facility Applicable Percentage
Bank of America, N.A.	\$28,846,153.84	23.076923072%	\$46,153,846.16	23.076923080%
TD Bank, N.A.	\$28,846,153.85	23.076923080%	\$46,153,846.15	23.076923075%
Fifth Third Bank	\$20,192,307.69	16.153846152%	\$32,307,692.31	16.153846155%

U.S. Bank National Association	\$20,192,307.69	16.153846152%	\$32,307,692.31	16.153846155%
Sovereign Bank N.A.	\$17,307,692.31	13.846153848%	\$27,692,307.69	13.846153845%
RBS Citizens, National Association	\$9,615,384.62	7.692307696%	\$15,384,615.38	7.692307690%
Total	\$125,000,000.00	100.000000000%	\$200,000,000.00	100.000000000%

SCHEDULE 4.01

MATERIAL CLOSING DATE INDEBTEDNESS

None.

SCHEDULE 5.05

AUDITED FINANCIAL STATEMENTS

See the Borrower's 10-K for the fiscal year ended December 31, 2012 filed with the Securities and Exchange Commission on February 11, 2013.

SCHEDULE 5.06

LITIGATION

None.

SCHEDULE 5.09

ENVIRONMENTAL MATTERS

None.

SCHEDULE 5.12**ERISA**

None.

SCHEDULE 5.13**SUBSIDIARIES,
OTHER EQUITY INVESTMENTS
AND EQUITY INTERESTS IN THE BORROWER**

Part (a). Subsidiaries.

Name	Jurisdiction	Ownership
Proxsys LLC	AL	1,000 units (100%) owned by athenahealth, Inc.
Athena Point Lookout, LLC	ME	100% owned by athenahealth, Inc. (uncertificated)
athenahealth MA, Inc.	MA	2,000 shares of common stock (100%) owned by athenahealth, Inc.
Athena Arsenal, LLC	MA	100% owned by athenahealth, Inc. (uncertificated)
athenahealth Technology Private Limited	India	49,999 shares (99%) owned by athenahealth, Inc. 1 share (1%) owned by athenahealth MA, Inc.
athenahealth Security Corporation	MA	1,000 shares of common stock (100%) owned by athenahealth, Inc.
Healthcare Data Services LLC	MA	100% owned by athenahealth, Inc. (uncertificated)
Epocrates, Inc.	DE	1,000 shares of common stock (100%) owned by athenahealth, Inc.
Modality, Inc.	NC	1,000 shares of common stock (100%) owned by Epocrates, Inc.

Part (b). Other Equity Investments.

1. athenahealth, Inc. owns 2 million shares of Series A Preferred Stock, 1 million shares of Series A-1 Preferred Stock, and 495,495 shares of the Series B Preferred Stock of the private company Castlight Health, Inc., a Delaware corporation.
2. athenahealth, Inc. owns 4,084,967 shares of Series B Preferred Stock and 298,559 shares of the Series B-1 Preferred Stock of the private company MDX Medical, Inc., a Delaware corporation.
3. athenahealth, Inc. owns equity investments per its Capital Advisors Group account, and such investments are made in accordance with its investment policies as disclosed to the Administrative Agent, as the same may be duly amended and modified from time to time.

SCHEDULE 5.18

INTELLECTUAL PROPERTY MATTERS

None.

SCHEDULE 7.01

EXISTING LIENS

Lien against cash held in deposit account at Silicon Valley Bank securing Indebtedness in connection with the outstanding Standby Letter of Credit, issued by Silicon Valley Bank, in a face amount of \$856,478.56, for the benefit of the President and Fellows of Harvard College. It is expected that the Standby Letter of Credit will be terminated following the consummation of the Closing Date Acquisition.

SCHEDULE 7.03

EXISTING INDEBTEDNESS

athenahealth, Inc.:

Outstanding Standby Letter of Credit, issued by Silicon Valley Bank, in a face amount of \$856,478.56, for the benefit of the President and Fellows of Harvard College. It is expected that the Standby Letter of Credit will be terminated following the consummation of the Closing Date Acquisition.

**ADMINISTRATIVE AGENT'S OFFICE;
CERTAIN ADDRESSES FOR NOTICES**

BORROWER:

athenahealth, Inc.
311 Arsenal Street
Watertown, MA 02472
Attention: Timothy Adams, Chief Financial Officer
Telephone: 617-402-1990
Telecopier: 617-402-1099
Electronic Mail: tadams@athenahealth.com
Website Address: www.athenahealth.com
U.S. Taxpayer Identification Number: 04-3387530

With a copy to:

athenahealth, Inc.
311 Arsenal Street
Watertown, MA 02472
Attention: Dan Orenstein, General Counsel
Telephone: 617-402-1397
Telecopier: 617-402-1099
Electronic Mail: dorenstein@athenahealth.com

With a copy (which in itself shall not constitute notice) to:

Goodwin Procter LLP
53 State Street
Boston, MA 02109
Attention: Anna E. Dodson
Telephone: 617-570-1164
Telecopier: 617-523-1231
Electronic Mail: adodson@goodwinprocter.com
Website Address: www.goodwinprocter.com

U.S. Taxpayer Identification Numbers for Guarantors:

athenahealth MA, Inc.: 00-0999401
Proxsys LLC: 20-1164566
Healthcare Data Services LLC: 33-1046390
Epocrates, Inc: 94-3326769
Athena Arsenal, LLC: 46-2570149

ADMINISTRATIVE AGENT:

Administrative Agent's Office (for payments and Requests for Credit Extensions):

Monique Haley
Bank of America, N.A.
101 North Tryon Street
NC1-001-04-39
Charlotte, NC 28255
Telephone: 980-388-1043
Facsimile #: 704-719-8510
Electronic Mail: monique.haley@baml.com

Wiring Instructions

Bank of America, N.A.
New York, NY
ABA# 026009593
Account No.: 1366212250600
Account Name: Corporate Credit Services
Ref: ATHENAHEALTH, INC.

Other Notices as Administrative Agent:

Bank of America, N.A.
Agency Management
2010 Market Street
Mail Code: WA3-501-01-01
Seattle, WA 98107
Attention: Ken Puro
Telephone: 206-358-0138
Telecopier: 415-343-0559
Electronic Mail: ken.puro@baml.com

L/C ISSUER:

Bank of America, N.A.
Trade Operations
1 Fleet Way
Mail Code: PA6-580-02-30
Scranton, PA 18507
Attention: Malave, Alfonso
Telephone: 570-330-4212
Telecopier: 570-330-4186
Electronic Mail: alfonso.malave@baml.com

SWING LINE LENDER:

Monique Haley
Bank of America, N.A.
101 North Tryon Street
NC1-001-04-39
Charlotte, NC 28255
Telephone: 980-388-1043
Facsimile #: 704-719-8510
Electronic Mail: monique.haley@baml.com

EXHIBIT A

FORM OF COMMITTED LOAN NOTICE

Date: _____, _____

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of May 10, 2013 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "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. All capitalized terms used in this Committed Loan Notice and not otherwise defined herein shall have the meanings assigned to them in the draft Credit Agreement (the "Draft Credit Agreement") agreed to by the Borrowers and provided for the Lenders' review on March 14, 2013. This Committed Loan Notice is delivered to you in anticipation of the effectiveness of the Credit Agreement.

The undersigned hereby requests (select one):

☐ A Borrowing of [Revolving Credit][Term] Loans

☐ A conversion or continuation of [Revolving Credit][Term] Loans

1. On __ (a Business Day).
2. In the amount of \$__.
3. Comprised of _____. [Type of Loan requested]
4. For Eurodollar Rate Loans: with an Interest Period of __ months.

[The Revolving Credit Borrowing requested herein complies with the proviso to the first sentence of Section 2.01(b) of the Agreement.]

[The Borrower hereby represents and warrants that the conditions specified in Sections 4.02(a) and (b) shall be satisfied on and as of the date of the applicable Credit Extension.]

[Signature Page Follows]

ATHENAHEALTH, INC.

By: __

Name: __

Title: __

EXHIBIT B

FORM OF SWING LINE LOAN NOTICE

Date: _____, _____

To: Bank of America, N.A., as Swing Line Lender
Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of May 10, 2013 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "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.

The undersigned hereby requests a Swing Line Loan:

1. On __ (a Business Day).
2. In the amount of \$__.

The Swing Line Borrowing requested herein complies with the requirements of the provisos to the first sentence of Section 2.04(a) of the Agreement.

The Borrower hereby represents and warrants that the conditions specified in Sections 4.02(a) and (b) shall be satisfied on and as of the date of the applicable Credit Extension.

[Signature Page Follows]

ATHENAHEALTH, INC.

By: __

Name: __

Title: __

EXHIBIT C-1

FORM OF TERM NOTE

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to _____ or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Term Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of May 10, 2013 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being

used herein as therein defined), among 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.

The Borrower promises to pay interest on the unpaid principal amount of the Term Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Term Note is one of the Term Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Term Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Term Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Term Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

[Signature Page Follows]

THIS NOTE 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 NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

ATHENAHEALTH, INC.

By: __

Name: __

Title: __

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By
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