
EXHIBIT C-2

FORM OF REVOLVING CREDIT 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 each Revolving Credit 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 each Revolving Credit Loan from the date of such Revolving Credit Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. Except as otherwise provided in Section 2.04(f) of the Agreement with respect to Swing Line Loans, 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 Revolving Credit Note is one of the Revolving Credit 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 Revolving Credit 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 Revolving Credit Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Revolving Credit Loans 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 Revolving Credit Note and endorse thereon the date, amount and maturity of its Revolving Credit 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 Revolving Credit 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

[illegible]

FORM OF COMPLIANCE CERTIFICATE

Financial Statement 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.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the _____ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of the Borrower, and that:

*[Use following paragraph 1 for fiscal **year-end** financial statements]*

1. The Borrower has delivered the year-end audited financial statements required by Section 6.01(a) of the Agreement for the fiscal year of the Borrower ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal **quarter-end** financial statements]*

1. The Borrower has delivered the unaudited financial statements required by Section 6.01(b) of the Agreement for the fiscal quarter of the Borrower ended as of the above date. Such financial statements fairly present the financial condition, results of operations and cash flows of the Borrower and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower and its Subsidiaries during the accounting period covered by such financial statements.

3. A review of the activities of the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such

fiscal period the Borrower performed and observed all its Obligations under the Loan Documents, and

[select one:]

[to the best knowledge of the undersigned, during such fiscal period the Borrower performed and observed each covenant and condition of the Loan Documents applicable to it, and no Default has occurred and is continuing.]

--or--

[to the best knowledge of the undersigned, during such fiscal period the following covenants or conditions have not been performed or observed and the following is a list of each such Default and its nature and status:]

4. The representations and warranties of the Borrower and each other Loan Party contained in Article V of the Agreement, and any representations and warranties of any Loan Party that are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that (i) for purposes of this Compliance Certificate, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Agreement, including the statements in connection with which this Compliance Certificate is delivered and (ii) for purposes of this Compliance Certificate, the representations and warranties contained in Section 5.13 shall be deemed to refer to the most recent, updated Schedule 5.13 delivered to the Administrative Agent pursuant to Sections 6.02(a) and 10.01 of the Agreement, including the updates attached hereto as Schedule 3.

5. The financial covenant analyses and information set forth on Schedules 1 and 2 attached hereto are true and accurate on and as of the date of this Compliance Certificate.

6. Changes to Schedule 5.13, if any, which have arisen since the date of the last Compliance Certificate are set forth on Schedule 3 hereto, which Schedule shall be deemed to be a supplement to Schedule 5.13 of the Agreement.

[Signature Page Follows]

_____, _____

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of

ATHENAHEALTH, INC.

By: __

Name: __

Title: __

_____, _____

For the Quarter/Year ended _____ (“Statement Date”)

SCHEDULE 1
to the Compliance Certificate

I. Section 7.11 (a) – Minimum Consolidated Fixed Charge Coverage Ratio.

A. Consolidated EBITDA for four consecutive fiscal quarters ending on above date (“Subject Period”):

1. Consolidated Net Income for Subject Period: \$__
2. Consolidated Interest Charges for Subject Period: \$__
3. Provision for income taxes for Subject Period: \$__
4. Depreciation expenses for Subject Period: \$__
5. Amortization expenses for Subject Period: \$__
6. Non-cash stock based compensation expenses and non-cash expenses related to any employee stock purchase plan for Subject Period: \$__
7. Non-recurring or unusual non-cash expenses reducing Consolidated Net Income for Subject Period (including without limitation non-cash expenses related to any permitted Disposition): \$__
8. Unrealized losses (which are non-cash) on financial derivatives recognized in accordance with FASBASC 815 (including embedded derivatives), non-cash accounting adjustments (including deferred revenue write

down) and adjustments as required or permitted by the application of FASBASC 805, FASBASC 350 and FASBASC 360 for Subject Period: \$_____

9. (i) Fees and out-of-pocket expenses incurred during Subject Period in connection with all Permitted Acquisitions during Subject Period (whether or not consummated) and (ii) to the extent incurred within 12 months of the Permitted Acquisition, one-time non-recurring, cash and non-cash restructuring charges related to severance, employee and management changes, relocation costs, or discontinuance of any portion of the business or operations, and cash charges related to deferred stock compensation plans for Subject Period as itemized on Exhibit A to Schedule I attached hereto: \$_____
 10. (i) One-time non-recurring and customary transaction fees, costs and expenses incurred in connection with the Closing Date Acquisition and the acquisition of Epocrates, Inc. during Subject Period and (ii) to the extent incurred within 12 months of the Closing Date, one-time non-recurring, cash and non-cash restructuring charges related to severance, employee and management changes, relocation costs, or discontinuance of any portion of the business or operations, and cash charges related to deferred stock compensation plans for Subject Period, each resulting from the Closing Date Acquisition or the acquisition of Epocrates, Inc. as itemized on Exhibit A to Schedule I attached hereto: \$_____
 11. Losses on the sale of assets, disposals or abandonments, other than in the ordinary course of business, for Subject Period: \$_____
 12. Non-cash charges, losses and expenses relating to the impairment of goodwill for Subject Period: \$_____
 13. The amount of net cost savings in connection with the acquisition of Epocrates, Inc. projected in good faith to result from actions taken during the Subject Period
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(calculated
on a pro forma basis as though such net cost savings had been realized on the first day of the Subject
Period) as itemized on Exhibit A to Schedule I attached hereto: \$ _____

14. Non-cash items increasing Consolidated Net Income
during Subject Period: \$ _____

15. Gains on the sale of assets, disposals or abandonments, other than in the ordinary course of business, for
Subject Period: \$ _____

16. Consolidated EBITDA (Lines I.A.1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 – 14 – 15): \$ __

B. Unfinanced Capital Expenditures (including purchased software) (other than the purchase price of the Closing Date
Acquisition not to exceed \$170,000,000) during Subject Period: \$ __

C. Income taxes paid in cash during Subject Period: \$ __

X. Numerator total (Lines I.A.16 – I.B – I.C): \$ __

D. Consolidated Interest Charges for Subject Period: \$ __

E. Scheduled principal payments or redemptions during Subject Period (including the Term Loan Amortization Amount
(whether or not actually paid during such period)): \$ __

F. cash Restricted Payments other than permitted purchases, acquisitions or redemptions of Equity Interests during
Subject Period: \$ __

Y. Denominator total (Lines I.D + I.E + I.F) \$ __

G. Consolidated Fixed Charge Coverage Ratio (Line I.X ÷ Line I.Y): __ to 1:00

Minimum required: 1.50 to 1.00

II. Section 7.11 (b) – Maximum Consolidated Leverage Ratio.

A. Consolidated Funded Indebtedness at Statement Date: \$ __

B. Consolidated EBITDA for Subject Period (Line I.A.16): \$ __

C. Consolidated Leverage Ratio (Line II.A ÷ Line II.B): __ to 1.00
Maximum permitted: 4.00 to 1.00

III. Section 7.11 (c) – Maximum Consolidated Senior Leverage Ratio.

A. Consolidated Senior Funded Indebtedness at Statement Date:

1. Consolidated Funded Indebtedness at Statement Date: \$ __

2. Outstanding principal amount of all Indebtedness that is expressly subordinated to the Obligations
under the Loan Documents on terms acceptable to the Administrative Agent at Statement
Date: \$ __

3. Outstanding principal amount of all Indebtedness under subordinated convertible senior notes issued by the Borrower or its Subsidiaries for which (i) the stated maturity occurs after the Maturity Date and (ii) the terms (including, without limitation, the subordination terms) are reasonably acceptable to the Administrative Agent at Statement Date: \$__
4. Consolidated Senior Funded Indebtedness (Lines III.A.1 - (III.A.2 + III.A.3):

\$__

B. Consolidated EBITDA for Subject Period (as calculated on Line I.A.16):__

C. Consolidated Senior Leverage Ratio (Line III.A.4 ÷ Line III.B): __ to 1.00

Maximum permitted: 3.25 to 1.00 (as of the end of any fiscal quarter of the Borrower occurring prior to January 1, 2014)

Maximum permitted: 3.00 to 1.00 (as of the end of any fiscal quarter of the Borrower occurring on or after January 1, 2014)

EXHIBIT A to SCHEDULE I
to Compliance Certificate
(\$ in 000's)

1. (a) Fees and out-of-pocket expenses incurred during Subject Period in connection with all Permitted Acquisitions during Subject Period (whether or not consummated):

Add-back	Amount (\$ in 000's)
	\$ _____
	\$ _____

(b) To the extent incurred within 12 months of a Permitted Acquisition, one-time non-recurring, cash and non-cash restructuring charges related to severance, employee and management changes, relocation costs, or discontinuance of any portion of the business or operations, and cash charges related to deferred stock compensation plans for Subject Period:

Add-back	Amount (\$ in 000's)
	\$ _____
	\$ _____

2. (a) One-time non-recurring and customary transaction fees, costs and expenses incurred in connection with the Closing Date Acquisition and the acquisition of Epocrates, Inc. during Subject Period:

Add-back	Amount (\$ in 000's)
	\$ _____
	\$ _____

(b) To the extent incurred within 12 months of the Closing Date, one-time non-recurring, cash and non-cash restructuring charges related to severance, employee and management changes, relocation costs, or discontinuance of any portion of the business or operations, and cash charges related to deferred stock compensation plans for Subject Period, each resulting from the Closing Date Acquisition or the acquisition of Epocrates, Inc.:

Add-back	Amount (\$ in 000's)
	\$ _____
	\$ _____

3. Net cost savings in connection with the acquisition of Epocrates, Inc. projected in good faith to result from actions taken during the Subject Period (calculated on a pro forma basis as though such net cost savings had been realized on the first day of the Subject Period):

Add-back	Amount (\$ in 000's)
	\$ _____
	\$ _____

For the Quarter/Year ended _____ (“Statement Date”)

SCHEDULE 2
to the Compliance Certificate
(\$ in 000's)

Consolidated EBITDA
(in accordance with the definition of Consolidated EBITDA)

as set forth in the Agreement and without duplication)

Consolidated EBITDA	Quarter Ended _____	Quarter Ended _____	Quarter Ended _____	Quarter Ended _____	Twelve Months Ended _____
Consolidated Net Income					
+Consolidated Interest Charges					
+income taxes					
+depreciation expense					
+amortization expense					
+non-cash stock based compensation expenses and non-cash expenses related to any employee stock purchase plan					
+non-recurring or unusual non-cash expenses reducing Consolidated Net Income					
+unrealized losses (which are non- cash) on financial derivatives under FASB ASC 815 (including embedded derivatives), any non-cash accounting					

adjustments and any adjustments as required or permitted by the application of FASB ASC 805, FASB ASC 350 and FASB ASC 360					
+(i) fees and out-of-pocket expenses incurred in connection with Permitted Acquisitions and (ii) one-time, cash and non-cash restructuring charges and cash charges related to deferred stock compensation plans resulting from Permitted Acquisitions					
+ (i) one-time transaction fees, costs and expenses incurred in connection with the Closing Date Acquisition and the acquisition of Epocrates, Inc. and (ii) one-time, cash and non-cash restructuring charges , and cash charges related to deferred stock					

compensation plans resulting from the Closing Date Acquisition and the acquisition of Epocrates, Inc.					
+ losses on the sale of assets, disposals or abandonments					
+ non-cash charges, losses and expenses relating to the impairment of goodwill					
+ net cost savings in connection with the acquisition of Epocrates, Inc. projected to result from					

actions taken during such period (calculated on a pro forma basis as though realized on the first day of such period)					
- non-cash income					
- gains on the sale of assets, disposals or abandonments					
=Consolidated EBITDA					

For the Quarter/Year ended _____ (“Statement Date”)

SCHEDULE 3
to the Compliance Certificate

[Update to Schedule 5.13]