

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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HEALTHCARE COM CORP

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Mailing Address
1850 PKWY PLACE STE 1100
MARIETTA GA 30067

Business Address
1850 PKWY PLACE STE 1100
MARIETTA GA 30067
7704238450

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d)

OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 20, 2000

HEALTHCARE.COM CORPORATION

(Exact name of registrant as specified in its charter)

Georgia

(State or other jurisdiction of
incorporation or organization)

0-27056

(Commission
File Number)

58-2112366

(I.R.S. Employer
Identification Number)

1850 Parkway Place, Suite 1100, Marietta, Georgia 30067

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (770) 423-8450

N/A

(Former name or former address, if changed since last report)

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ITEM 5. Other Events.

On December 20, 2000, Healthcare.com Corporation (the "Company") entered into a \$7.0 million revolving line of credit (the "Credit Facility") with Silicon Valley Bank (the "Bank"). The Credit Facility provides for borrowings bearing interest at the Bank's prime rate plus 1.5%, is secured by the Company's assets, including intellectual property, and expires on December 19, 2001. In addition, the Company terminated its existing \$6.0 million Accounts Receivable Financing Agreement with the Bank. The Loan and Security Agreement dated December 20, 2000 is attached as an exhibit to this Current Report on Form 8-K.

The Company used advances under the Credit Facility to (i) repay a \$3 million convertible term note held by Cybear, Inc. which had an interest rate of 7.8% per annum and became due on December 21, 2000 and (ii) to satisfy any obligations under its existing \$6.0 million Accounts Receivable Financing Agreement with the Bank.

In conjunction with the Credit Facility, the Company issued a Stock Purchase Warrant to the Bank, which entitles the holder to purchase 25,000 shares of the Company's common stock at any time on or before December 20, 2005 at an exercise price of \$1.31 per share. The shares underlying the stock purchase warrant are entitled to piggyback registration rights as set forth in a Registration Rights Agreement. The Stock Purchase Warrant and the Registration Rights Agreement, each dated December 20, 2000, are attached as exhibits to this Current Report on Form 8-K.

ITEM 7. Financial Statements, *Pro Forma* Financial Information and Exhibits.

(c) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Loan and Security Agreement dated December 20, 2000 between Healthcare.com Corporation and Silicon Valley Bank.
10.2	Stock Purchase Warrant dated December 20, 2000 issued to Silicon Valley Bank.
10.3	Registration Rights Agreement dated December 20, 2000 between Healthcare.com Corporation and Silicon Valley Bank.

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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.

Healthcare.com Corporation
By: /s/ Joseph A. Blankenship
Joseph A. Blankenship
Senior Vice President – Finance,
Chief Financial Officer,
Treasurer and Assistant Secretary

Date: December 22, 2000

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EXHIBIT INDEX

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LOAN AND SECURITY AGREEMENT

by and between

HEALTHCARE.COM CORPORATION

as the BORROWER

and

SILICON VALLEY BANK,

as the LENDER

REVOLVING LINE OF CREDIT: \$7,000,000

DECEMBER 20, 2000

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this "Agreement") dated December 20, 2000, between SILICON VALLEY BANK, a California chartered bank, having an address of 3003 Tasman Drive, Santa Clara, California 95054 and a loan production office at 3343 Peachtree Road, NE, Suite 312, Atlanta, Georgia 30326 ("Bank") and HEALTHCARE.COM CORPORATION, a Georgia corporation, having an address at 1850 Parkway Place, Suite 1100, Marietta, Georgia 30067 ("Borrower"), provides the terms on which Bank will lend to Borrower and Borrower will repay Bank. The parties agree as follows:

1 ACCOUNTING AND OTHER TERMS

Accounting terms not defined in this Agreement will be construed following GAAP. Calculations and determinations must be made following GAAP. The term "financial statements" includes the notes and schedules. The terms "including" and "includes" always mean "including (or includes) without limitation" in this or any Loan Document. Capitalized terms in this Agreement shall have the meanings set forth in Section 13. This Agreement shall be construed to impart upon Bank a duty to act reasonably at all times.

2 LOAN AND TERMS OF PAYMENT

2.1 REVOLVING ADVANCES.

(a) Bank will make Advances not exceeding the lesser of the Committed Revolving Line or the Borrowing Base. Amounts borrowed under this Section 2.1 may be repaid and reborrowed during the term of this Agreement. All Advances shall be evidenced by a Revolving Promissory Note to be executed and delivered by Borrower to Bank on the Closing Date and shall be repaid in accordance with the terms of the Revolving Promissory Note.

(b) To obtain an Advance, Borrower must notify Bank by facsimile or telephone by 3:00 p.m. Eastern time on the Business Day the Advance is to be made. Borrower must promptly confirm the notification by delivering to Bank the Payment/Advance Form attached as EXHIBIT B. Bank will credit Advances to Borrower's deposit account. Bank may make Advances under this Agreement based on instructions from a Responsible Officer or his or her designee or without instructions if the Advances are necessary to meet Obligations which have become

due. Bank may rely on any telephone notice given by a person whom Bank believes is a Responsible Officer or designee. Borrower will indemnify Bank for any loss Bank suffers due to that reliance.

(c) The Committed Revolving Line terminates on the Revolving Maturity Date, when all Advances are immediately payable.

2.2 OVERADVANCES. If Borrower's Obligations under Section 2.1 exceed the lesser of either (i) the Committed Revolving Line or (ii) the Borrowing Base, Borrower must immediately pay in cash to Bank the excess.

2.3 INTEREST RATE; PAYMENTS.

(a) INTEREST RATE.

(i) Advances under the Committed Revolving Line accrue interest on the outstanding principal balance in accordance with the Revolving Promissory Note.

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(ii) After and during the occurrence of an Event of Default, Obligations accrue interest at five percent (5%) above the rate set forth in the Revolving Promissory Note effective immediately before the Event of Default. The interest rate increases or decreases when the Prime Rate changes. Interest is computed on a 360-day year for the actual number of days elapsed.

(b) PAYMENTS.

(i) Interest on the Committed Revolving Line is payable on the fifth (5th) day of each month.

(ii) Bank may debit any of Borrower's deposit accounts including Account Number 3300112613 for principal and interest payments when due or any amounts Borrower owes Bank when due. Bank will notify Borrower at the time it debits Borrower's accounts. These debits are not a set-off. Payments received after 12:00 noon Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment is due the next Business Day and additional fees or interest accrue.

2.4 FEES. Borrower will pay to Bank:

(a) FACILITY FEE. A fully earned, nonrefundable facility fee for the Committed Revolving Line of Thirty Five Thousand Dollars (\$35,000) due on the Closing Date; and

(b) BANK EXPENSES. All Bank Expenses including reasonable attorneys' fees and expenses incurred through and after the Closing Date when due.

3 CONDITIONS OF LOANS

3.1 CONDITIONS PRECEDENT TO INITIAL ADVANCE. Bank's obligation to make the initial Advance is subject to the condition precedent that it receive the agreements and documents it requires and the fees set forth in Section 2.4 above.

3.2 CONDITIONS PRECEDENT TO ALL ADVANCES. Bank's obligations to make each Advance, including the initial Advance, is subject to the following:

(a) timely receipt of any Payment/Advance Form; and

(b) the representations and warranties in Section 5 must be materially true on the date of the Payment/Advance Form and on the effective date of each Advance and no Event of Default may have occurred and be continuing, or result from the Advance. Each Advance is Borrower's

representation and warranty on that date that the representations and warranties in Section 5 remain true.

4 CREATION OF SECURITY INTEREST

4.1 GRANT OF SECURITY INTEREST. Borrower grants Bank a continuing security interest in all presently existing and later acquired Collateral to secure all Obligations and performance of each of Borrower's duties under the Loan Documents. Except for Permitted Liens, any security interest will be a first priority security interest in the Collateral. After the occurrence and during the continuance of an Event of Default, Bank may place a "hold" on any deposit

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account pledged as Collateral. If the Agreement is terminated, Bank's lien and security interest in the Collateral will continue until Borrower fully satisfies its Obligations.

5 REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants as follows:

5.1 DUE ORGANIZATION AND AUTHORIZATION. Borrower and each Subsidiary is duly existing and in good standing in its state of formation and qualified and licensed to do business in, and in good standing in, any state in which the conduct of its business or its ownership of property requires that it be qualified, except where the failure to do so could not reasonably be expected to cause a Material Adverse Change. The execution, delivery and performance of the Loan Documents have been duly authorized, and do not conflict with Borrower's formations documents, nor constitute an event of default under any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which or by which it is bound in which the default could cause a Material Adverse Change.

5.2 COLLATERAL. Borrower has good title to the Collateral, free of Liens except Permitted Liens. The Eligible Accounts are bona fide, existing obligations, and the service or property has been performed or delivered to the account debtor or its agent for immediate shipment to and unconditional acceptance by the account debtor. Borrower has no notice of any actual or imminent Insolvency Proceeding of any account debtor whose accounts are an Eligible Account in any Borrowing Base Certificate. All Inventory is in all material respects of good and marketable quality, free from material defects. Borrower is the sole owner of the Intellectual Property, except for non-exclusive licenses granted to its customers in the ordinary course of business and the exclusive licenses set forth on SCHEDULE 5.2 attached hereto and exclusive agreements in the ordinary course of Borrower's business to distribute Borrower's software products. Each Patent is valid and enforceable and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property violates the rights of any third party .

5.3 LITIGATION. Except as shown in the Schedule, there are no actions or proceedings pending or, to Borrower's knowledge, threatened by or against Borrower or any Subsidiary in which an adverse decision could cause a Material Adverse Change.

5.4 NO MATERIAL ADVERSE CHANGE IN FINANCIAL STATEMENTS. All consolidated financial statements for Borrower and any Subsidiary delivered to Bank fairly present in all material respects Borrower's consolidated financial condition and Borrower's consolidated results of operations. There has not been any material deterioration in Borrower's consolidated financial condition since the date of the most recent financial statements submitted to Bank.

5.5 SOLVENCY. The fair salable value of Borrower's assets (including goodwill minus disposition costs) exceeds the fair value of its liabilities; the Borrower is not left with unreasonably small capital after the transaction in

this Agreement; and Borrower is able to pay its debts (including trade debts) as they mature.

5.6 REGULATORY COMPLIANCE. Borrower is not an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act. Borrower is not engaged as one of its important activities in extending credit for margin stock (under Regulations T and U of the Federal Reserve Board of Governors). Borrower has complied IN all material respects with the Federal Fair Labor Standards Act. Borrower has not

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violated any laws, ordinances or rules, the violation of which could cause a Material Adverse Change. None of Borrower's or any Subsidiary's properties or assets has been used by Borrower or any Subsidiary or, to the best of Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than legally. Borrower and each Subsidiary has timely filed all required tax returns and paid, or made adequate provision to pay, all material taxes, except those being contested in good faith with adequate reserves under GAAP. Borrower and each Subsidiary has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all government authorities that are necessary to continue its business as currently conducted.

5.7 SUBSIDIARIES. Borrower does not own any stock, partnership interest or other equity securities except for Permitted Investments and other immaterial investments, not to exceed Fifty Thousand Dollars (\$50,000) in the aggregate.

5.8 FULL DISCLOSURE. No representation, warranty or other statement of Borrower in any certificate or written statement given to Bank contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading.

6 AFFIRMATIVE COVENANTS

Borrower will do all of the following:

6.1 GOVERNMENT COMPLIANCE. Borrower will maintain its and all Subsidiaries' corporate existence and good standing in its jurisdiction of incorporation and maintain qualification in each jurisdiction in which the failure to so qualify could have a material adverse effect on Borrower's business or operations. Borrower will comply, and have each Subsidiary comply, with all laws, ordinances and regulations to which it is subject, noncompliance with which could have a material adverse effect on Borrower's business or operations or cause a Material Adverse Change.

6.2 FINANCIAL STATEMENTS, REPORTS, CERTIFICATES.

Borrower will deliver to Bank: (i) as soon as available, but no later than thirty (30) days after the last day of each month until the Covenant Compliance Date, a Borrower prepared consolidated balance sheet and income statement covering Borrower's consolidated operations during the period, in a form acceptable to Bank and certified by a Responsible Officer; (ii) as soon as available, but no later than forty five (45) days after the last day of each calendar quarter, the Borrower's 10-Q for such period; (iii) as soon as available, but no later than ninety (90) days after the end of Borrower's fiscal year, Borrower's 10-K and audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm acceptable to Bank; (iv) within five (5) days of filing, copies of all statements, reports and notices made available to Borrower's security holders or to any holders of Subordinated Debt and all reports on Form 8K filed with the Securities and Exchange Commission; (v) a prompt report of any legal actions pending or threatened against Borrower or any Subsidiary that could result in damages or costs to Borrower or any Subsidiary of One Hundred Thousand Dollars (\$100,000.00) or more; (vi) prompt notice of any material change in the

composition of the Intellectual Property, including any subsequent ownership right of Borrower in or to any Copyright, Patent or Trademark not shown in any intellectual property security agreement between Borrower and Bank or knowledge of an event that materially adversely affects the

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value of the Intellectual Property; and (vii) budgets, sales projections, operating plans or other financial information Bank requests.

During any month in which Advances are outstanding under the Committed Revolving Line, Borrower will, within thirty (30) days after the last day of each month, deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in the form of EXHIBIT C, with aged listings of accounts receivable.

At the time of the delivery of any financial statements required by this Section 6.2, Borrower will deliver to Bank, a Compliance Certificate signed by a Responsible Officer in the form of EXHIBIT D.

Bank has the right to audit Borrower's Accounts at Borrower's expense, but the audits will be conducted no more often than once every twelve (12) months unless an Event of Default has occurred and is continuing.

6.3 INVENTORY; RETURNS. Borrower will keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between Borrower and its account debtors will follow Borrower's customary practices as they exist at the Closing Date. Borrower must promptly notify Bank of all returns, recoveries, disputes and claims that involve more than Fifty Thousand Dollars (\$50,000.00).

6.4 TAXES. Borrower will make, and cause each Subsidiary to make, timely payment of all material federal, state, and local taxes or assessments and will deliver to Bank, on demand, appropriate certificates attesting to the payment.

6.5 INSURANCE. Borrower will keep its business and the Collateral insured for risks and in amounts, as are consistent with similar businesses in the same geographic area as Borrower. Insurance policies will be in a form, with companies, and in amounts that are satisfactory to Bank. All property policies will have a lender's loss payable endorsement showing Bank as a loss payee and all liability policies will show the Bank as an additional insured and provide that the insurer must give Bank at least twenty (20) days notice before canceling its policy. At Bank's request, Borrower will deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any policy will, at Bank's option, be payable to Bank on account of the Obligations.

6.6 PRIMARY ACCOUNTS. Borrower will maintain its primary depository accounts with Bank.

6.7 FINANCIAL COVENANTS.

Borrower will maintain as of the last day of each month, unless otherwise noted:

(a) MONTHLY QUICK RATIO. A ratio of Quick Assets to Current Liabilities, less Deferred Maintenance Revenue, as of the last day of each month (other than those months which are quarter ends) of at least 1.25 to 1.0 from the Closing Date until the Covenant Compliance Date.

(b) QUARTERLY QUICK RATIO. A ratio of Quick Assets to Current Liabilities, less Deferred Maintenance Revenue, as of the last day of each calendar quarter from the Closing Date through the calendar quarter ending March 31, 2001 of not less than 1.50 to 1.0; and

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commencing on June 30, 2001 and as of the last day of each calendar quarter thereafter of not less than 2.00 to 1.0.

(c) PROFITABILITY. Borrower will have as of the last day of each quarter, a minimum net profit, less any increase in the change in capitalized software of Borrower for such period, of not less than Two Hundred Fifty thousand Dollars (\$250,000) for each fiscal quarter.

6.8 REGISTRATION OF INTELLECTUAL PROPERTY RIGHTS. Borrower will register with the United States Copyright Office (i) its "Cloverleaf" and "Emerge" software, any additions or improvements thereto which it distributes to its customers and any other software it has, develops or acquires which is material to the business of Borrower, including those in EXHIBIT A to the Intellectual Property Security Agreement, within thirty (30) days of the Closing Date, and additional software rights developed or acquired, including revisions, additions or improvements to the software which is material to the business of Borrower, after the Closing Date before the sale or licensing to any third party of the software or any product based on or containing any software. Borrower will promptly notify Bank upon Borrower's filing of any application or registration of any Intellectual Property rights with the United States Patent and Trademark Office and Borrower will execute and deliver any and all instruments and documents as Bank may require to evidence or perfect Bank's security interest in such application or registration.

Borrower will: (i) protect, defend and maintain the validity and enforceability of the Intellectual Property; (ii) promptly advise Bank in writing of material infringements of the Intellectual Property; and (iii) not allow any Intellectual Property to be abandoned, forfeited or dedicated to the public without Bank's written consent.

6.9 FURTHER ASSURANCES. Borrower will execute any further instruments and take further action as Bank requests to perfect or continue Bank's security interest in the Collateral or to effect the purposes of this Agreement.

7 NEGATIVE COVENANTS

Borrower will not do any of the following:

7.1 DISPOSITIONS. Convey, sell, lease, transfer or otherwise dispose of (collectively a "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, other than a Transfer (i) of Inventory in the ordinary course of business; (ii) of non-exclusive licenses of Intellectual Property and similar arrangements for the use of the property of Borrower or its Subsidiaries including exclusive agreements to distribute Borrower's software products, in the ordinary course of business; or (iii) of wornout or obsolete Equipment.

7.2 CHANGES IN BUSINESS, OWNERSHIP, MANAGEMENT OR BUSINESS LOCATIONS. Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower or have a material change in its ownership (other than the sale of Borrower's equity securities in a public offering or to venture capital investors). Borrower will not, without at least thirty (30) days prior written notice to Bank, relocate its principal executive office or add any new offices or business locations.

7.3 MERGERS OR ACQUISITIONS. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its

Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person. A Subsidiary may merge or consolidate into another Subsidiary or into Borrower.

7.4 INDEBTEDNESS. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

7.5 ENCUMBRANCE. Create, incur, or allow any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or permit any Collateral not to be subject to Bank's first priority security interest granted herein, subject only to Permitted Liens.

7.6 INVESTMENTS; DISTRIBUTIONS. (i) Directly or indirectly acquire or own any Person, or make any Investment in any Person, other than Permitted Investments, or permit any of its Subsidiaries to do so; or (ii) pay any dividends or make any distribution or payment or redeem, retire or purchase any capital stock.

7.7 TRANSACTIONS WITH AFFILIATES. Directly or indirectly enter or permit any material transaction with any Affiliate, except transactions that are in the ordinary course of Borrower's business, on terms less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person.

7.8 SUBORDINATED DEBT. Make or permit any payment on any Subordinated Debt, except under the terms of the Subordinated Debt, or amend any provision in any document relating to the Subordinated Debt, without Bank's prior written consent.

7.9 COMPLIANCE. Undertake as one of its important activities extending credit to purchase or carry margin stock, or use the proceeds of any Advance for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could have a material adverse effect on Borrower's business or operations or cause a Material Adverse Change, or permit any of its Subsidiaries to do so.

8 EVENTS OF DEFAULT

Any one of the following is an Event of Default:

8.1 PAYMENT DEFAULT. Borrower fails to pay any of the Obligations within three (3) Business Days of when due;

8.2 COVENANT DEFAULT. Borrower does not perform any obligation in Section 6 or violates any covenant in Section 7 or does not perform or observe any other material term, condition or covenant in this Agreement, any Loan Documents, or in any agreement between Borrower and Bank and as to any default under a term, condition or covenant that can be cured, has not cured the default within ten (10) days after it occurs, or if the default cannot be cured within ten (10) days or cannot be cured after Borrower's attempts in the ten (10) day period, and the default may be cured within a reasonable time, then Borrower has an additional time, (of not more than thirty (30) days) to attempt to cure the default. During the additional period the failure to cure the default is not an Event of Default (but no Credit Extensions will be made during the cure period);

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8.3 MATERIAL ADVERSE CHANGE. A material impairment in the perfection or priority of Bank's security interest in the Collateral or in the value of such Collateral other than normal depreciation which is not covered by adequate insurance occurs; or Bank determines, based upon information available to it and in its reasonable judgment, that there is a reasonable likelihood that Borrower will fail to comply with one or more of the financial covenants in Section 6 during the next succeeding financial reporting period;

8.4 ATTACHMENT. (i) Any material portion of Borrower's assets is attached, seized, levied on, or comes into possession of a trustee or receiver

and the attachment, seizure or levy is not removed in ten (10) days; (ii) Borrower is enjoined, restrained, or prevented by court order from conducting a material part of its business; (iii) a judgment or other claim becomes a Lien on a material portion of Borrower's assets; or (iv) a notice of lien, levy, or assessment is filed against any of Borrower's assets by any government agency and not paid within ten (10) days after Borrower receives notice (but no Advances will be made during the cure period). These are not Events of Default if stayed or if a bond is posted pending contest by Borrower;

8.5 INSOLVENCY. (i) Borrower becomes insolvent; (ii) Borrower begins an Insolvency Proceeding; or (iii) an Insolvency Proceeding is begun against Borrower and not dismissed or stayed within thirty (30) days (but no Advances will be made before any Insolvency Proceeding is dismissed);

8.6 MISREPRESENTATIONS. If Borrower or any Person acting for Borrower makes any material misrepresentation or material misstatement now or later in any warranty or representation in this Agreement or in any communication delivered to Bank or to induce Bank to enter this Agreement or any Loan Document.

9 BANK'S RIGHTS AND REMEDIES

9.1 RIGHTS AND REMEDIES. When an Event of Default occurs and continues Bank may, without notice or demand, do any or all of the following:

(a) Declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations are immediately due and payable without any action by Bank);

(b) Stop advancing money or extending credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Bank;

(c) Settle or adjust disputes and claims directly with account debtors for amounts, on terms and in any order that Bank considers advisable;

(d) Make any payments and do any acts it considers necessary or reasonable to protect its security interest in the Collateral. Borrower will assemble the Collateral if Bank requests and make it available as Bank designates. Bank may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Bank a license to enter and occupy any of its premises, without charge, to exercise any of Bank's rights or remedies;

(e) Apply to the Obligations any (i) balances and deposits of Borrower it holds, or (ii) any amount held by Bank owing to or for the credit or the account of Borrower;

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(f) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral according to the Code. Bank is granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower's labels, Patents, Copyrights, Mask Works, rights of use of any name, trade secrets, trade names, Trademarks, service marks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section, Borrower's rights under all licenses and all franchise agreements inure to Bank's benefit; and

(g) Dispose of the Collateral according to the Code.

9.2 POWER OF ATTORNEY. When an Event of Default occurs and continues, Borrower irrevocably appoints Bank as its lawful attorney to: (i) endorse

Borrower's name on any checks or other forms of payment or security; (ii) sign Borrower's name on any invoice or bill of lading for any Account or drafts against account debtors, (iii) make, settle, and adjust all claims under Borrower's insurance policies; (iv) settle and adjust disputes and claims about the Accounts directly with account debtors, for amounts and on terms Bank determines reasonable; and (v) transfer the Collateral into the name of Bank or a third party as the Code permits. Bank may exercise the power of attorney to sign Borrower's name on any documents necessary to perfect or continue the perfection of any security interest regardless of whether an Event of Default has occurred. Bank's appointment as Borrower's attorney in fact, and all of Bank's rights and powers, coupled with an interest, are irrevocable until all Obligations have been fully repaid and performed and Bank's obligation to provide Credit Extensions terminates.

9.3 ACCOUNTS COLLECTION. When an Event of Default occurs and continues, Bank may notify any Person owing Borrower money of Bank's security interest in the funds and verify the amount of the Account. Borrower must collect all payments in trust for Bank and, if requested by Bank, immediately deliver the payments to Bank in the form received from the account debtor, with proper endorsements for deposit.

9.4 BANK EXPENSES. If Borrower fails to pay any amount or furnish any required proof of payment to third persons Bank may make all or part of the payment or obtain insurance policies required in Section 6.5, and take any action under the policies Bank deems prudent. Any amounts paid by Bank are Bank Expenses and immediately due and payable, bearing interest at the then applicable rate and secured by the Collateral. No payments by Bank are deemed an agreement to make similar payments in the future or Bank's waiver of any Event of Default.

9.5 BANK'S LIABILITY FOR COLLATERAL. If Bank complies with reasonable banking practices, it is not liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other person. If Bank complies with reasonable banking practices, Borrower bears all risk of loss, damage or destruction of the Collateral.

9.6 REMEDIES CUMULATIVE. Bank's rights and remedies under this Agreement, the Loan Documents, and all other agreements are cumulative. Bank has all rights and remedies provided under the Code, by law, or in equity. Bank's exercise of one right or remedy is not an election, and Bank's waiver of any Event of Default is not a continuing waiver. Bank's delay is not a waiver, election, or acquiescence. No waiver is effective unless signed by Bank and then is only effective for the specific instance and purpose for which it was given.

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9.7 DEMAND WAIVER. Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guaranties held by Bank on which Borrower is liable.

10 NOTICES

All notices or demands by any party to this Agreement or any other related agreement must be in writing and be personally delivered or sent by an overnight delivery service, by certified mail, postage prepaid, return receipt requested, or by telefacsimile at the addresses listed at the beginning of this Agreement. A party may change its notice address by giving the other party written notice.

11 CHOICE OF LAW , VENUE AND JURY TRIAL WAIVER

Georgia law governs the Loan Documents without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of

the State and Federal courts in the State of Georgia provided, however, that if for any reason the Bank can not avail itself of the courts of the State of Georgia, the Borrower and Bank each submit to the jurisdiction of the State and Federal Courts in Santa Clara County, California.

BORROWER AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

12 GENERAL PROVISIONS

12.1 SUCCESSORS AND ASSIGNS. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights or Obligations under it without Bank's prior written consent which may be granted or withheld in Bank's discretion. Bank has the right, without the consent of or notice to Borrower, to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits under this Agreement, the Loan Documents or any related agreement, provided Bank does not transfer this Agreement, the Loan Documents or any related agreement, to a known competitor of Borrower.

12.2 INDEMNIFICATION. Borrower will indemnify, defend and hold harmless Bank and its officers, employees and agents against: (a) all obligations, demands, claims, and liabilities asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (b) all losses or Bank Expenses incurred, or paid by Bank from, following, or consequential to transactions between Bank and Borrower in connection with this Agreement or any Loan Document (including reasonable attorneys' fees and expenses to the extent actually incurred), except for losses caused by Bank's gross negligence or willful misconduct.

12.3 TIME OF ESSENCE. Time is of the essence for the performance of all Obligations in this Agreement.

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12.4 SEVERABILITY OF PROVISION. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.5 AMENDMENTS IN WRITING, INTEGRATION. All amendments to this Agreement must be in writing signed by both Bank and Borrower. This Agreement and the Loan Documents represent the entire agreement about this subject matter, and supersedes prior or contemporaneous negotiations or agreements. All prior or contemporaneous agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

12.6 COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, are one Agreement.

12.7 SURVIVAL. All covenants, representations and warranties made in this Agreement continue in full force while any Obligations remain outstanding. The obligations of Borrower in Section 12.2 to indemnify Bank will survive until all statutes of limitations for actions that may be brought against Bank have run.

12.8 CONFIDENTIALITY. In handling any confidential information, Bank will exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Bank's subsidiaries or affiliates in connection with their business with Borrower; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in

connection with Bank's examination or audit; and (v) as Bank considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain after disclosure to Bank; or (b) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information. Bank will use its reasonable best efforts to have any Person to whom it discloses such proprietary information, to agree to be bound by the terms of this Section.

12.9 ATTORNEYS' FEES, COSTS AND EXPENSES. In any action or proceeding between Borrower and Bank arising out of the Loan Documents, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs and expenses to the extent actually incurred, in addition to any other relief to which it may be entitled, whether or not a lawsuit is filed.

13 DEFINITIONS

13.1 DEFINITIONS.

"ACCOUNTS" are all existing and later arising accounts, contract rights, and other obligations owed Borrower in connection with its sale or lease of goods (including licensing software and other technology) or provision of services, all credit insurance, guaranties, other security and all merchandise returned or reclaimed by Borrower and Borrower's Books relating to any of the foregoing.

"ADVANCE" or "ADVANCES" is a loan advance (or advances) under the Committed Revolving Line.

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"AFFILIATE" of a Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.

"BANK EXPENSES" are all audit fees and expenses and reasonable costs or expenses (including reasonable attorneys' fees and expenses to the extent actually incurred) for preparing, negotiating, administering, defending and enforcing the Loan Documents (including appeals or Insolvency Proceedings).

"BORROWER'S BOOKS" are all Borrower's books and records including ledgers, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition and all computer programs or discs or any equipment containing the information.

"BORROWING BASE" is (i) seventy five percent (75%) of Eligible Accounts, as determined by Bank from Borrower's most recent Borrowing Base Certificate.

"BORROWING BASE CERTIFICATE" is EXHIBIT C.

"BUSINESS DAY" is any day that is not a Saturday, Sunday or a day on which the Bank is closed.

"CLOSING DATE" is the date of this Agreement.

"CODE" is the Georgia Uniform Commercial Code.

"COLLATERAL" is the property described on EXHIBIT A.

"COMMITTED REVOLVING LINE" is a Credit Extension of up to Seven Million Dollars (\$7,000,000).

"CONTINGENT OBLIGATION" is, for any Person, any direct or indirect liability, contingent or not, of that Person for (i) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation directly or indirectly guaranteed, endorsed, comade, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (ii) any obligations for undrawn letters of credit for the account of that Person; and (iii) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designed to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but "Contingent Obligation" does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under the guarantee or other support arrangement.

"COPYRIGHTS" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"COVENANT COMPLIANCE DATE" means June 30, 2001, if as of such date Borrower is in compliance with the financial covenants set forth in Section 6.7(b).

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"CREDIT EXTENSION" is each Advance or any other extension of credit by Bank for Borrower's benefit.

"CURRENT ASSETS" are amounts that under GAAP should be included on that date as current assets on Borrower's consolidated balance sheet.

"CURRENT LIABILITIES" are the aggregate amount of Borrower's Total Liabilities which mature within one (1) year.

"DEFERRED MAINTENANCE REVENUE" is all amounts received in advance of performance under maintenance contracts and not yet recognized as revenue.

"ELIGIBLE ACCOUNTS" are Accounts in the ordinary course of Borrower's business that meet all Borrower's representations and warranties in Section 5.2; BUT Bank may change eligibility standards by giving Borrower thirty (30) days prior written notice. Unless Bank agrees otherwise in writing, Eligible Accounts will not include:

(a) Accounts that the account debtor has not paid within ninety (90) days of invoice date;

(b) Accounts for an account debtor, fifty percent (50%) or more of whose Accounts have not been paid within ninety (90) days of invoice date;

(c) Credit balances over ninety (90) days from invoice date;

(d) Accounts for an account debtor, including Affiliates, whose total obligations to Borrower exceed twenty-five percent (25%) of all Accounts, for the amounts that exceed that percentage, unless Bank approves in writing;

(e) Accounts for which the account debtor does not have its principal place of business in the United States;

(f) Accounts for which the account debtor is a federal, state or local government entity or any department, agency, or instrumentality;

(g) Accounts for which Borrower owes the account debtor, but only up to the amount owed (sometimes called "contra" accounts, accounts payable, customer deposits or credit accounts);

(h) Accounts for demonstration or promotional equipment, or in which goods are consigned, sales guaranteed, sale or return, sale on approval, bill and hold, or other terms if account debtor's payment may be conditional;

(i) Accounts for which the account debtor is Borrower's Affiliate, officer, employee, or agent;

(j) Accounts in which the account debtor disputes liability or makes any claim and Bank believes there may be a reasonable basis for dispute (but only up to the disputed or claimed amount), or if the Account Debtor is subject to an Insolvency Proceeding, or becomes insolvent, or goes out of business; and

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(k) Accounts for which Bank reasonably determines collection to be doubtful.

"EQUIPMENT" is all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles, tools, parts and attachments in which Borrower has any interest.

"ERISA" is the Employment Retirement Income Security Act of 1974, and its regulations.

"GAAP" is generally accepted accounting principles.

"INDEBTEDNESS" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations and (d) Contingent Obligations.

"INSOLVENCY PROCEEDING" is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"INTELLECTUAL PROPERTY" is:

(a) Copyrights, Trademarks and Patents including amendments, renewals, extensions, and all licenses or other rights to use and all license fees and royalties from the use;

(b) Any trade secrets and any Intellectual Property Rights in computer software and computer software products now or later existing, created, acquired or held;

(c) All design rights which may be available to Borrower now or later created, acquired or held;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of the foregoing, including all insurance, indemnity or warranty payments.

"INVENTORY" is present and future inventory in which Borrower has any interest, including merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products intended for sale or

lease or to be furnished under a contract of service, of every kind and description now or later owned by or in the custody or possession, actual or constructive, of Borrower, including inventory temporarily out of its custody or possession or in transit and including returns on any accounts or other proceeds (including insurance proceeds) from the sale or disposition of any of the foregoing and any documents of title.

"INVESTMENT" is any beneficial ownership of (including stock, partnership interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

"LIEN" is a mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

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"LOAN DOCUMENTS" are, collectively, this Agreement, the Revolving Promissory Note, any note, or notes or guaranties executed by Borrower, and any other present or future agreement between Borrower and/or for the benefit of Bank in connection with this Agreement, all as amended, extended or restated.

"MATERIAL ADVERSE CHANGE" has been defined in Section 8.3 hereof.

"OBLIGATIONS" means all debt, principal, interest, Bank Expenses and other amounts owed to Bank by Borrower pursuant to this Agreement or any other agreement, whether absolute or contingent, due or to become due, now existing or hereafter arising, including any interest that accrues after the commencement of an Insolvency Proceeding and including any debt, liability, or obligation owing from Borrower to others that Bank may have obtained by assignment or otherwise.

"PATENTS" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"PERMITTED INDEBTEDNESS" is:

- (a) Borrower's indebtedness to Bank under this Agreement or the Loan Documents;
- (b) Indebtedness existing on the Closing Date and shown on the Schedule;
- (c) Subordinated Debt;
- (d) Indebtedness to trade creditors incurred in the ordinary course of business; and
- (e) Indebtedness secured by Permitted Liens.

"PERMITTED INVESTMENTS" are:

- (a) Investments shown on the Schedule and existing on the Closing Date; and
- (b) marketable direct obligations issued or unconditionally guaranteed by the United States or its agency or any State maturing within one (1) year from its acquisition, (ii) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor's Corporation or Moody's Investors Service, Inc., (iii) Bank's certificates of deposit issued maturing no more than one (1) year after issue, and (iv) any Investments permitted by Borrower's investment policy, as amended from time to time, provided that such investment policy (and any such amendment thereto) has been approved by Bank.

"PERMITTED LIENS" are:

- (a) Liens existing on the Closing Date and shown on the

Schedule or arising under this Agreement or other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which Borrower maintains adequate reserves on its Books, if they have no priority over any of Bank's security interests;

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(c) Purchase money Liens (i) on Equipment acquired or held by Borrower or its Subsidiaries incurred for financing the acquisition of the Equipment, or (ii) existing on equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the equipment;

(d) Leases or subleases and licenses or sublicenses granted in the ordinary course of Borrower's business, provided, the leases, subleases, licenses and sublicenses do not prohibit granting Bank a security interest; and

(e) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase.

"PERSON" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"PRIME RATE" is Bank's most recently announced "prime rate," even if it is not Bank's lowest rate.

"QUICK ASSETS" is, on any date, the Borrower's consolidated, unrestricted cash, cash equivalents, net trade accounts receivable and investments with maturities of less than twelve (12) months determined according to GAAP.

"RESPONSIBLE OFFICER" is each of the Chief Executive Officer, the President, the Chief Financial Officer and the Controller of Borrower.

"REVOLVING MATURITY DATE" is December 19, 2001.

"REVOLVING PROMISSORY NOTE" means that certain Revolving Promissory Note of even date herewith in the maximum principal amount of Seven Million Dollars (\$7,000,000) from Borrower in favor of Bank, together with all renewals, amendments, modifications and substitutions, therefor.

"SCHEDULE" is any attached schedule of exceptions.

"SUBORDINATED DEBT" is debt incurred by Borrower subordinated to Borrower's indebtedness owed to Bank and which is reflected in a written agreement in a manner and form acceptable to Bank and approved by Bank in writing.

"SUBSIDIARY" is for any Person, joint venture, or any other business entity of which more than fifty percent (50%) of the voting stock or other equity interests is owned or controlled, directly or indirectly, by the Person or one or more Affiliates of the Person.

"TOTAL LIABILITIES" is on any day, obligations that should, under GAAP, be classified as liabilities on Borrower's consolidated balance sheet, including all Indebtedness, and current portion Subordinated Debt allowed to be paid, but excluding all other Subordinated Debt.

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"TRADEMARKS" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Borrower connected with the trademarks.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

BORROWER:

HEALTHCARE.COM CORPORATION

By: _____

Name:

Title:

BANK:

SILICON VALLEY BANK

By: _____

Name:

Title:

EXHIBIT A

DESCRIPTION OF COLLATERAL

The Collateral consists of all of Borrower's right, title and interest in and to the following:

All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower;

All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Borrower's Books relating to the foregoing;

All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, knowhow, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and

All Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

EXHIBIT B

LOAN PAYMENT/ADVANCE TELEPHONE REQUEST FORM

DEADLINE FOR SAME DAY PROCESSING IS 3:00 P.M., E.S.T.

TO: CENTRAL CLIENT SERVICE DIVISION

DATE:

FAX#: (404) 495-4500

TIME:

FROM:

CLIENT NAME (BORROWER)

REQUESTED BY:

AUTHORIZED SIGNER'S NAME

AUTHORIZED SIGNATURE:

PHONE NUMBER:

FROM ACCOUNT #

TO ACCOUNT #

REQUESTED TRANSACTION TYPE	REQUEST DOLLAR AMOUNT
PRINCIPAL INCREASE (ADVANCE)	\$ _____
PRINCIPAL PAYMENT (ONLY)	\$ _____
INTEREST PAYMENT (ONLY)	\$ _____
PRINCIPAL AND INTEREST (PAYMENT)	\$ _____

OTHER INSTRUCTIONS:

All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects on the date of the telephone request for and Advance confirmed by this Borrowing Certificate; but those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of that date.

BANK USE ONLY
TELEPHONE REQUEST:

The following person is authorized to request the loan payment transfer/loan advance on the advance designated account and is known to me.

Authorized Requester _____ Phone # _____

Received By (Bank) _____ Phone # _____

Authorized Signature (Bank) _____

EXHIBIT C
BORROWING BASE CERTIFICATE

<TABLE>
<CAPTION>

<S> Borrower:	<C> Healthcare.com Corporation	<C> Lender:	<C> Silicon Valley Bank
Commitment Amount:	\$ 7,000,000		

ACCOUNTS RECEIVABLE		
1.	Accounts Receivable Book Value as of	\$ _____
2.	Additions (please explain on reverse)	\$ _____
3.	TOTAL ACCOUNTS RECEIVABLE	\$ _____

ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)		
4.	Amounts over 90 days due	\$ -----
5.	Balance of 50% over 90 day accounts	\$ -----
6.	Credit balances over 90 days	\$ -----
7.	Concentration Limits	\$ -----
8.	Foreign Accounts	\$ -----
9.	Governmental Accounts	\$ -----
10.	Contra Accounts	\$ -----
11.	Promotion or Demo Accounts	\$ -----
12.	Intercompany/Employee Accounts	\$ -----
13.	Other (please explain on reverse)	\$ -----
14.	TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS	\$ -----
15.	Eligible Accounts (#3 minus #14)	\$ -----
16.	LOAN VALUE OF ACCOUNTS (____% of #15)	\$ -----
BALANCES		
17.	Maximum Loan Amount	\$ 7,000,000
18.	Total Funds Available [Lesser of #16 or #15]	\$ -----
19.	Present balance owing on Line of Credit	\$ -----
20.	Outstanding under Sublimits	\$ N/A
21.	RESERVE POSITION (#17 minus #18 and #19)	\$ -----

</TABLE>

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THIS IS TRUE, COMPLETE AND CORRECT, AND THAT THE INFORMATION IN THIS BORROWING BASE CERTIFICATE COMPLIES WITH THE REPRESENTATIONS AND WARRANTIES IN THE LOAN AND SECURITY AGREEMENT BETWEEN THE UNDERSIGNED AND SILICON VALLEY BANK.

COMMENTS: -----

By: -----
Authorized Signer

EXHIBIT D

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK

FROM: Healthcare.Com Corporation

The undersigned authorized officer of Healthcare.Com Corporation certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below and (ii) all representations and warranties in the Agreement are true and correct in all material respects on this date. Attached are the required documents supporting the certification. The Officer certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The Officer acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered.

PLEASE INDICATE COMPLIANCE STATUS BY CIRCLING YES/NO UNDER "COMPLIES" COLUMN.

<TABLE>
<CAPTION>

Reporting Covenant -----	Required -----	Complies -----	
<S> Monthly financial statements prior to Compliance Date	<C> Monthly within 30 days	<C> Yes	<C> No
Quarterly 10Q	Quarterly within 45 days	Yes	No
Annual 10K	FYE within 90 days	Yes	No
A/R Agings	Monthly within 30 days when borrowing	Yes	No

</TABLE>

<TABLE>
<CAPTION>

Financial Covenant -----	Required -----	Actual -----	Complies -----	
<S> Maintain:	<C>	<C>	<C>	<C>
On a Monthly Basis Minimum Quick Ratio	1.25:1.0	_____:1.0	Yes	No
On a Quarterly Basis Minimum Quick Ratio:				
3/31/01	1.50:1.0	_____:1.0	Yes	No
6/30/01	2.00:1.0	_____:1.0	Yes	
Profitability: Quarterly	\$250,000	\$_____	Yes	No

</TABLE>

<TABLE>
<CAPTION>
<S>

<C>

COMMENTS REGARDING EXCEPTIONS: See Attached.

Sincerely,

SIGNATURE

TITLE

DATE

</TABLE>

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER

Date: _____

Verified _____
AUTHORIZED SIGNER

Date: _____

Compliance Status: _____ Yes _____ No

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE LAWS OF ANY STATE, AND THIS WARRANT HAS BEEN ISSUED OR SOLD IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT AND PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973. THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUABLE UPON THE EXERCISE HEREOF MAY NOT BE OFFERED FOR SALE, SOLD OR TRANSFERRED UNTIL (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR SUCH APPLICABLE STATE SECURITIES LAWS SHALL HAVE BECOME EFFECTIVE WITH REGARD THERETO, OR (II) THE COMPANY RECEIVES AN OPINION OF COUNSEL IN A FORM ACCEPTABLE TO THE COMPANY STATING THAT REGISTRATION UNDER THE SECURITIES ACT OR SUCH APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED IN CONNECTION WITH SUCH PROPOSED OFFER, SALE OR TRANSFER.

HEALTHCARE.COM CORPORATION

STOCK PURCHASE WARRANT

COMMON STOCK

Par Value \$.01 Per Share

THIS STOCK PURCHASE WARRANT (the "Warrant") is issued this 20th day of December, 2000, by HEALTHCARE.COM CORPORATION, a Georgia corporation (the "Company"), to SILICON VALLEY BANK ("SVB," which, together with any permitted assignee or transferee hereunder, is hereinafter referred to collectively as "Holder" or "Holders").

1. ISSUANCE OF WARRANT. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby grants to Holder the right to purchase 25,000 shares of the Company's common stock, \$.01 par value per share (the "Common Stock"), at the purchase price per share (the "Exercise Price") set forth herein. The shares of Common Stock issuable upon exercise of this Warrant are hereinafter referred to as the "Warrant Shares." The number of Warrant Shares and the Exercise Price are subject to adjustment as provided in Section 9 below.

2. TERM. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable by Holder in whole or in part at any time and from time to time from the date hereof until 5:00 p.m. Atlanta, Georgia time on December 19, 2005 (the "Expiration Date") and shall be void thereafter.

3. PRICE. The Exercise Price per share for which the Warrant Shares may be purchased pursuant to the terms of this Warrant shall be \$____per share, as adjusted from time to time pursuant to Section 9 hereof.

4. EXERCISE OF WARRANT.

(a) EXERCISE. This Warrant may be exercised by the Holder hereof (but only on the conditions hereinafter set forth) as to all or any increment or increments of One Thousand (1,000) Warrant Shares by surrender of this Warrant and the Notice of Exercise attached hereto as EXHIBIT A, duly completed and executed on behalf of the Holder, at the office of the Company, 1850 Parkway Place, 11th Floor, Marietta, Georgia 30067, or at such other address as the Company shall designate in a written notice to the Holder hereof, together with a check acceptable and payable to the Company in the amount of the Exercise Price times the number of Warrant Shares being purchased pursuant to such exercise.

(b) CASHLESS EXERCISE. In lieu of exercising the Warrant by payment of the Exercise Price in cash pursuant to Section 4(a) above, the Holder shall have the right to require the Company to convert the Warrant, in whole or in part and at any time or times (the "Conversion Right"), into Warrant Shares, by surrender to the Company of this Warrant and the Notice of Exercise attached hereto as EXHIBIT A, duly completed and executed by the Holder to evidence the exercise of the Conversion Right. Upon exercise of the Conversion Right, the Company shall deliver to the Holder (without payment by the Holder of any cash in respect of the Exercise Price) a certificate(s) representing that number of Warrant Shares which is equal to the quotient obtained by dividing (x) the value of the number of Warrants being converted at the date the Conversion Right is exercised (determined by subtracting (A) the aggregate Exercise Price for all such Warrants immediately prior to the exercise of the Conversion Right from (B) the aggregate Fair Market Value (determined on the basis of the Fair Market Value per share of Common Stock multiplied by that number of Warrant Shares purchasable upon exercise of such Warrants immediately prior to the exercise of the Conversion Right)), by (y) the Fair Market Value per share of Common Stock on the date of exercise of the Conversion Right. For purposes of this calculation, the Fair Market Value per share of Common Stock shall be (i) if a public market for the Company's Common Stock exists at the time of such exercise, the average of the closing bid and asked prices of the Common Stock quoted in the Over-The-Counter Market Summary or the last reported sales price of the Common Stock or the closing price quoted on the NASDAQ National Market or on any exchange on which the Common Stock is listed, whichever is applicable, as published in THE WALL STREET JOURNAL for the five (5) trading days prior to the date of determination of Fair Market Value; or (ii) if there is no public market for the Company's Common Stock, determined by the Company's Board of Directors in good faith. Any references in this Warrant to the "exercise" of any Warrants, and the use of the term "exercise" herein, shall be deemed to include (without

limitation) any exercise of the Conversion Right.

(c) DELIVERY OF STOCK CERTIFICATES. Upon exercise of this Warrant as aforesaid, the person entitled to receive the Warrant Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on the date of

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exercise. As promptly as practicable on or after such date, and in any event within ten (10) days thereafter, the Company shall execute and deliver to the Holder of this Warrant a certificate or certificates for the total number of whole Warrant Shares for which this Warrant is being exercised (net of any Warrant Shares applied upon exercise of the Conversion Right), in such names and denominations as are requested by such Holder. If this Warrant shall be exercised with respect to less than all of the Warrant Shares, the Company, at its expense, will issue to the Holder a new Warrant covering the number of Warrant Shares with respect to which this Warrant shall not have been exercised, which new Warrant shall be identical to this Warrant except for the number of shares remaining subject to the Warrant. If, upon exercise of this Warrant, the Holder would be entitled to acquire a fractional share of the Company's Common Stock, such fractional share shall be disregarded and the number of shares subject to this Warrant shall be rounded down to the next lower number of shares and the Holder shall be entitled to receive from the Company a cash payment equal to the product of the per share Exercise Price multiplied by such fraction rounded to the nearest penny.

(d) PAYMENT OF TAXES. The Company will pay all documentary stamp taxes attributable to the initial issuance of Warrant Shares upon the exercise of this Warrant, provided that such certificates for such Warrant Shares are issued in the name of SVB. The Company shall not be required to pay any tax or taxes which may be payable in respect of any other transfer involved in the issue of any certificates for Warrant Shares and the Company shall not be required to issue or deliver such certificates for Warrant Shares unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

5. COVENANTS AND CONDITIONS. The above provisions are subject to the following:

(a) The Holder of this Warrant and any transferee hereof or of the Warrant Shares issuable upon exercise of this Warrant, by their acceptance hereof or thereof, hereby (i) acknowledge that this Warrant has been, and any Warrant Shares issuable upon exercise hereof will be, acquired for investment purposes and not with a view to distribution or resale and (ii) understand and agree that this Warrant and the Warrant Shares issuable upon the exercise

hereof, have not been registered under the Securities Act or any applicable state securities laws ("Blue Sky Laws"), and may not be sold, pledged, hypothecated or otherwise transferred without (A) an effective registration statement for such Warrant under the Securities Act and such applicable Blue Sky Laws, or (B) an opinion of counsel reasonably satisfactory to the Company that registration is not required under the Securities Act or under any applicable Blue Sky Laws. Transfer of the Warrant Shares issued upon the exercise of this Warrant shall be restricted in the same manner and to the same extent as the Warrant. Each Warrant and each certificate representing such Warrant Shares shall bear substantially the following legend (with such changes therein as may be appropriate to reflect whether such legend refers to a Warrant or Warrant Shares):

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS

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AMENDED (THE "SECURITIES ACT") OR THE LAWS OF ANY STATE, AND THIS WARRANT HAS BEEN ISSUED OR SOLD IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT AND PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973. THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUABLE UPON THE EXERCISE HEREOF MAY NOT BE OFFERED FOR SALE, SOLD OR TRANSFERRED UNTIL (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR SUCH APPLICABLE STATE SECURITIES LAWS SHALL HAVE BECOME EFFECTIVE WITH REGARD THERETO, OR (II) THE COMPANY RECEIVES AN OPINION OF COUNSEL IN A FORM ACCEPTABLE TO THE COMPANY STATING THAT REGISTRATION UNDER THE SECURITIES ACT OR SUCH APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED IN CONNECTION WITH SUCH PROPOSED OFFER, SALE OR TRANSFER.

(b) The Holder and the Company agree to execute such documents and instruments as counsel for the Company reasonably deems necessary to effect the compliance of the issuance of the Warrant and any Warrant Shares with applicable federal and state securities laws, including compliance with applicable exemptions from the registration requirements of such laws.

(c) The Company covenants and agrees that all Warrant Shares which may be issued upon exercise of this Warrant will, upon issuance and payment therefore, be legally and validly issued and outstanding, fully paid and nonassessable. The Company shall at all times reserve and keep available for issuance upon the exercise of this Warrant such number of authorized shares of Common Stock and other securities as will be sufficient to permit the exercise

in full of this Warrant.

6. REGISTRATION RIGHTS. The Warrant Shares issuable upon exercise of this Warrant are entitled to certain registration rights upon the terms and conditions set forth in a Registration Rights Agreement, dated as of December 20, 2000 between the Company and SVB.

7. TRANSFER. Subject to the restrictions set forth in Section 5 of this Warrant, Holder may transfer or assign this Warrant; provided, that an opinion of counsel shall not be required for an transfer of this Warrant or any Warrant Shares by Holder to an affiliate of Holder. Upon a transfer in accordance with this Section 7, the Company at its expense (excluding any applicable transfer taxes) shall execute and deliver, in lieu of and in replacement of this Warrant, Warrants identical in form to this Warrant and in such denominations as the transferring Holder shall request; provided that, any such transferee, by acceptance hereof, agrees to assume all of the obligations of Holder and be bound by all of the terms and provisions of this Warrant.

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8. WARRANT HOLDER NOT SHAREHOLDER. This Warrant does not confer upon the Holder, as such, any right whatsoever as a shareholder of the Company.

9. ADJUSTMENT UPON CHANGES IN COMPANY COMMON STOCK. The number of shares of Common Stock subject to this Warrant and the Exercise Price per share of such shares shall be adjusted by the Company proportionately to reflect changes in the capitalization of the Company as a result of any recapitalization, reclassification, stock dividend, stock split, combination of shares, exchange of shares or any other change in the Company's capital structure which affects holders of Common Stock generally. All adjustments described herein shall be reflected on the Company's stock warrant ledger and the Holder shall receive written notice thereof.

10. MERGER, SALE OF ASSETS, ETC. If at any time while this Warrant, or any portion thereof, is outstanding and unexpired, there shall be (a) a reorganization (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for in Section 9 hereof), (b) a merger or consolidation of the Company with or into another corporation in which the Company is not the surviving entity, or a reverse triangular merger in which the Company is the surviving entity but the shares of the Company's capital stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (c) a sale or transfer of the Company's properties and assets as, or substantially as, an entirety to any other person, then, as a part of such reorganization, merger, consolidation, sale or transfer, lawful provision shall be made so that the holder of this Warrant shall thereafter be entitled to receive upon exercise of this Warrant, until the Expiration Date the period

specified herein and upon payment of the Exercise Price then in effect (or exercise of the Conversion Right), the number of shares of stock or other securities or property of the successor corporation resulting from such reorganization, merger, consolidation, sale or transfer that a holder of the shares deliverable upon exercise of this Warrant would have been entitled to receive in such reorganization, consolidation, merger, sale or transfer if this Warrant had been exercised immediately before such reorganization, merger, consolidation, sale or transfer, all subject to further adjustment for other future events as provided in Section 9. The foregoing provision of this Section 10 shall similarly apply to successive reorganizations, consolidations, mergers, sales and transfers and to the stock or securities of any other corporation that are at the time receivable upon the exercise of this Warrant. If the per share consideration payable to the holder hereof for shares in connection with any such transaction is in a form other than cash or marketable securities, then the value of such consideration shall be determined in good faith by the Company's Board of Directors. In all events, appropriate adjustments (as determined in good faith by the Company's Board of Directors) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after the transaction, to the end that the provisions of this Warrant shall be applied after that event, as nearly as reasonably may be, in relation to any shares or other property deliverable after that event upon exercise of this Warrant.

11. CERTAIN DISTRIBUTIONS. If the Company shall, at any time or from time to time, fix a record date for the distribution to all holders of Common Stock (including any such distribution made in connection with a consolidation or merger in which the Company is the continuing corporation) of evidences of indebtedness, assets or other property (other than regularly

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scheduled cash dividends or cash distributions payable out of consolidated earnings or earned surplus or dividends payable in capital stock) or subscription rights, options or warrants, then the Exercise Price shall be reduced to the price determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction (which shall in no event be less than zero), the numerator of which shall be the fair market value per share of Common Stock on such record date, less the fair market value (as determined in good faith by the Board of Directors of the Company) of the portion of the assets, evidences of indebtedness, other property, subscription rights or warrants so to be distributed applicable to one share of Common Stock and the denominator of which shall be such fair market value per share of Common Stock. Any such adjustment shall become effective immediately after the record date for such distribution. Such adjustment shall be made successively whenever such a record date is fixed. In the event that such distribution is not so made, the Exercise Price shall be adjusted to the Exercise Price in effect immediately prior to such record date (subject to any other applicable adjustment).

12. NOTICE OF CERTAIN EVENTS. In case:

(a) the Company shall take a record of the holders of its Common Stock for the purpose of entitling them to receive any dividend or other distribution, or any right to subscribe for or purchase any shares of capital stock of any class, or to receive any other rights; or

(b) of any capital reorganization, any reclassification of shares of capital stock of the Company (other than a subdivision or combination of outstanding shares of Common Stock to which Section 9 applies), or any consolidation or merger of the Company or the sale or transfer of all or substantially all of the assets of the Company; or

(c) of any voluntary dissolution, liquidation, or winding up of the Company;

then the Company shall mail (at least ten (10) days prior to the applicable date referred to in subclause (x) or in subclause (y) below, as the case may be), to the Holder at the address set forth in the Company's stock records, a notice stating that (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, capital reorganization, consolidation, merger, sale, transfer, dissolution, liquidation or winding up is expected to become effective, and, if applicable, the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, capital reorganization, consolidation, merger, sale, transfer, dissolution, liquidation or winding up.

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IN WITNESS WHEREOF, HEALTHCARE.COM CORPORATION has caused this Warrant to be executed by its duly authorized officer on the date first above written.

HEALTHCARE.COM CORPORATION

By:

Joseph A. Blankenship
Secretary

Accepted:

By: _____
Name:
Title:

NOTICE OF EXERCISE

To: HEALTHCARE.COM CORPORATION

The undersigned, the holder of the foregoing Warrant, and pursuant to the terms hereof, hereby elects to exercise rights represented by said Warrant for, and to purchase thereunder, _____ shares of the Company's Common Stock covered by said Warrant, and tenders herewith payment of the purchase price in full for such shares by:

- _____ (a) cash in the amount of \$_____, through the delivery of a certified or official bank check; or
- _____ (b) exercising the Conversion Right provided under Section 4(b) of the Warrant by the surrender of said Warrant.

The undersigned hereby requests that certificates for such shares (or any other securities or other property issuable upon such exercise) be issued in the name of and delivered to the undersigned at the address set forth below.

Name

Date: _____

Signature

Address:

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (as amended, supplemented or modified from time to time, the "Registration Rights Agreement") is made as of the 20th day of December 2000, by and between HEALTHCARE.COM CORPORATION, a Georgia corporation (the "Company"), and SILICON VALLEY BANK ("SVB").

W I T N E S S E T H:

WHEREAS, the Company and SVB have entered into that certain Loan and Security Agreement, dated as of the 20th day of December 2000 (the "Financing Agreement");

WHEREAS, pursuant to the Financing Agreement, the Company also has agreed to issue and sell to SVB a warrant (the "Warrant") to purchase 25,000 shares of the Common Stock (as adjusted from time to time in accordance with the Warrant, the "Warrant Shares"; and

WHEREAS, in order to induce SVB to enter into the Financing Agreement, the Company has agreed to provide SVB with certain rights with respect to the registration of the Common Stock to be issued to SVB pursuant to SVB's exercise of the Warrant Shares.

NOW, THEREFORE, in consideration of the premises, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. DEFINITIONS.

"AFFILIATE" of any Person means any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person. For purposes of this definition, a Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to (i) vote 10% or more of the securities having ordinary voting power for the selection of directors of such Person or (ii) direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

"COMMISSION" shall mean the Securities and Exchange Commission and any successor federal agency having similar powers.

"EXCHANGE ACT" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"HOLDERS" shall mean SVB, and all other Persons holding Registrable Securities so long as SVB or such other Person holds Registrable Securities. Unless otherwise provided in this Agreement, in each instance that a Holder is required to request or consent to or

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otherwise approve an action, such Holder will be deemed to have requested or consented to or otherwise approved such action if the Holders of a majority-in-interest of the Registrable Securities so request, consent or otherwise approve.

"PERSON" this term shall be interpreted broadly to include any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, company, institution, entity, party, or government (whether national, federal, state, county, city, municipal, or otherwise, including, without limitation, any instrumentality, division, agency, body, or department of any of the foregoing).

"REGISTER," "REGISTERED," AND "REGISTRATION" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"REGISTRABLE SECURITIES" means (i) the Warrant Shares, and (ii) any Common Stock or other securities of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the Warrant Shares.

"SECURITIES ACT" shall mean the Securities Act of 1933, as amended, and the rules and regulations thereunder.

Section 2. PIGGYBACK REGISTRATION.

(a) If the Company proposes to register any Common Stock to be issued by it or held by any other person in a public offering under the Securities Act, on a form and in a manner which would permit registration of Common Stock for sale to the public under the Securities Act (specifically excluding any registration by the Company in connection with (1) a dividend reinvestment, stock option, stock purchase or similar plan, (2) a transaction pursuant to Rule 145 under the Securities Act, or (3) a merger, acquisition or exchange offer on Form S-4 or any successor form), on each such occasion, the Company shall as promptly as practicable but in no event later than ten (10) days prior to the proposed filing date of the registration statement give written notice (the "Notice") to the Holders of its intention to effect such

registration, and the Holders shall be entitled, on each such occasion, to request to have all or a portion of the Registrable Securities included in such registration statement. Upon the written request of the Holders that the Company include any Registrable Securities in such registration statement (which request shall state the number of Registrable Securities for which registration is sought), given within ten (10) days after the giving of the Company's Notice, the Company, shall use its reasonable efforts to cause such Registrable Securities to be so included in the offering covered by such registration statement, subject to the limitations hereinafter set forth. Any registration statement filed by the Company may be withdrawn at any time at the discretion of the Company upon a determination by its Board of Directors in good faith that such withdrawal is in the best interest of the Company.

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(b) The registration of some or all of such Registrable Securities pursuant to this Section 2 may be conditioned or reduced if, in the case of a registration statement which also includes shares to be sold for the account of the Company in an underwritten offering, in the judgment of the managing underwriter of such proposed offering, inclusion thereof in such registration statement will have an adverse impact on the marketing of the securities to be offered by the Company and such condition or reduction applies pro rata to all holders of the Company's securities having contractual rights to include such securities in such registration statement who have requested thereof under such registration statement. The amount of Registrable Securities to be offered for the accounts of all Holders requesting to be included may be reduced proportionately to the extent necessary to reduce the total amount of securities to be included in the offering to the amount recommended by such managing underwriter (which may be zero, if recommended by such managing underwriter); provided, however, that any such reduction shall be applied first to any shares proposed to be sold by management of the Company in such underwritten offering.

(c) The Company shall not be obligated to honor any request by a Holder under this Section 2 if the Holder could then sell in a single transaction under Rule 144 promulgated under the Securities Act the number of Registrable Securities the Holder proposes to have registered under Section 2, provided that the Company shall take reasonable actions to assist Holder in effecting sales pursuant to Rule 144.

Section 3. REGISTRATION PROCEDURES AND OBLIGATIONS.

(a) If and whenever the Company is obligated hereunder to effect the registration of any Registrable Securities under the Securities Act, the Company shall:

(i) Prepare and file with the Commission a

registration statement with respect to such securities on such form as the Company deems appropriate and is permitted or qualified to use and shall use all reasonable efforts to cause such registration statement to become effective as soon as practicable and to keep such registration effective until the earlier of (A) the date when all Registrable Securities covered by the registration statement have been sold or (B) ninety (90) days from the effective date of the registration statement plus any period during which the Holders of Registrable Securities are obligated to refrain from selling pursuant to Section 4(b) hereof; provided, that the preparation and filing of the registration statement may be delayed in the sole discretion of the Company, without prejudice to the rights of the Holders pursuant to Section 2 upon determination by its Board of Directors in good faith that such delay is in the best interests of the Company.

(ii) Furnish to the Holders at a reasonable time prior to the filing thereof with the Commission a copy of the registration statement in the form in which the Company proposes to file the same; not later than one day prior to the filing thereof, a copy of any amendment (including any post-effective amendment) to such registration statement; and promptly following the

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effectiveness thereof, a conformed copy of the registration statement as declared effective by the Commission and of each post-effective amendment thereto, including financial statements and all exhibits and reports incorporated therein by reference.

(iii) Furnish to the Holders such number of copies of such registration statement, each amendment thereto, the prospectus included in such registration statement (including each preliminary prospectus), each supplement thereto and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them.

(iv) Use all reasonable efforts to register and qualify the Registrable Securities covered by the registration statement under such other securities laws of such jurisdictions as shall be reasonably requested by the Holders and do any and all other acts and things which may be reasonably necessary or advisable to enable the Holders to

consummate the disposition of the Registrable Securities owned by the Holders in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to qualify to transact business or to file a general consent to service of process in any such states or jurisdictions, or to maintain the effectiveness of any such registration or qualification for any period during which it is not required to maintain the effectiveness of the related registration statement under the Securities Act.

(v) Promptly notify the Holders of the happening of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading and, at the request of the Holders, and subject to the further provisions of Section 4(b), the Company will prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading.

(vi) Enter into such customary agreements in form and substance satisfactory to the Company and take such other customary actions as may be reasonably requested in order to expedite or facilitate the disposition of such Registrable Securities.

(vii) Make reasonably available for inspection by the Holders pursuant to such registration statement and any attorney or accountant retained by the Holders, all financial and other records, pertinent corporate documents and properties of the Company, and use all reasonable efforts to cause the officers, directors, employees and independent accountants of the Company to supply all information reasonably requested by the Holders, its attorney or its accountant in connection with such registration statement, in each case as and to the extent

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necessary to permit the Holders to conduct a reasonable investigation within the meaning of the Securities Act. To minimize disruption and expense to the Company during the course of the registration process, the Holders shall, to the extent practicable, coordinate investigation and due diligence

efforts hereunder and, to the extent practicable, will act through a single set of counsel and a single set of accountants and will enter into confidentiality agreements with the Company in form and substance reasonably satisfactory to the Company and the Holders prior to receiving any confidential or proprietary information of the Company.

(viii) Promptly notify the Holders of the following events and (if requested by the Holders) confirm such notification in writing: (w) the filing of the prospectus or any prospectus supplement and the registration statement and any amendment or post-effective amendment thereto and, with respect to the registration statement or any post-effective amendment thereto, the declaration of the effectiveness of such documents, (x) any requests by the Commission for amendments or supplements to the registration statement or the prospectus or for additional information, (y) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings for that purpose, and (z) the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threat of initiation of any proceeding for such purpose.

(ix) Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such lots and registered in such names as the Holders may request at least two (2) business days prior to any delivery of the Registrable Securities to the purchaser.

(x) Prior to the effectiveness of the registration statement and any post-effective amendment thereto, (A) make such representations and warranties to the Holders and the underwriters, if any, with respect to the Registrable Securities and the registration statement as are customarily made by issuers in similar underwritten offerings; (B) deliver such documents and certificates as may be reasonably requested (1) by the Holders, and (2) by the underwriters, if any, to evidence compliance with clause (A) above and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company; and (C) obtain opinions of counsel to the Company (which counsel and which opinions shall be reasonably satisfactory to the underwriters, if any), covering the matters customarily covered in opinions requested in underwritten offerings.

(xi) Otherwise use its best efforts to comply with all applicable rules and regulations of the Commission, and

holders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than forty-five (45) days after the end of any twelve-month period (or no later than ninety (90) days, if such twelve-month period is a fiscal year) beginning with the first month of the fiscal quarter of the Company commencing after the effective date of the registration statement, which statements shall cover such twelve-month periods.

(xii) Use all reasonable efforts to list the Registrable Securities on the Nasdaq Stock Market (or other exchange on which the common stock of the Company is then traded) and to thereafter. The Company shall pay all fees and expenses of such listing.

(b) The Company's obligations with respect to and compliance with the registration statement provisions set forth herein shall be expressly conditioned upon the Holder's compliance with the following:

(i) the Holders shall cooperate with the Company in connection with the preparation of the registration statement, and for so long as the Company is obligated to keep the registration statement effective, shall provide to the Company, in writing, for use in the registration statement, all such information regarding the Holders and the plan(s) of distribution of the Registrable Securities as may be necessary to enable the Company to prepare the registration statement and prospectus covering the Registrable Securities, to maintain the currency and effectiveness thereof and otherwise to comply with all applicable requirements of law in connection therewith.

(ii) During such time as the Holders may be engaged in a distribution of the Registrable Securities, the Holders shall comply with Regulation M promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and pursuant thereto, shall, among other things: (A) not engage in any stabilization activity in connection with the securities of the Company in contravention of the rules comprising Regulation M; (B) distribute the Registrable Securities solely in the manner described in the registration statement; (C) cause to be furnished to each broker through whom the Registrable Securities may be offered, or to the

offeree if an offer is not made through a broker, such copies of the prospectus and any amendment or supplement thereto and documents incorporated by reference therein as may be required by law; and (D) not bid for or purchase any securities of the Company or attempt to induce any person to purchase any securities of the Company other than as permitted under the Exchange Act.

(c) The Company shall bear the expenses of registration of the Registrable Securities pursuant to Section 2; provided, however, that each of the Holders shall be responsible for the fees and expenses of its own counsel, its own accountants and other experts retained by it with respect to such registration and resales, all underwriting discounts or brokerage fees or

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commissions relating to the sale of the Registrable Securities, and all transfer taxes and other similar expenses of the sale of the Registrable Securities.

Section 4. HOLDBACK AGREEMENTS.

(a) Notwithstanding any provision herein to the contrary, in the event the Company notifies the Holders, in writing and no later than ten (10) days prior to the proposed filing date that the Company intends to file a registration statement in connection with an underwritten offering of any of its capital stock for its own account, the Holders shall refrain from selling or otherwise distributing any Registrable Securities (other than Registrable Securities included in such registration statement) within the period beginning up to seven days prior to the effective date of such registration statement (or on such later date that the Company notifies the Holders, in writing, that such period has begun) and ending no later than 120 days after such effective date (or on such earlier date that the Company notifies the Holders that such period has ended) (the "Offering Restricted Period").

(b) Notwithstanding anything set forth herein to the contrary, if the registration statement filed by the Company pursuant to Section 2 hereof is a shelf registration statement, each of the Holders agrees that it will give the Company prior oral notice, directed to its Chief Executive Officer or its Chief Financial Officer, confirmed immediately in writing by facsimile transmission, of its intention to sell any Registrable Securities under such shelf registration statement, which notice shall be given not less than two (2) days in advance of any such proposed sale. In the event that the Company thereafter informs the Holders that there exist bona fide financing, acquisition or other plans of the Company or other matters which would require disclosure by the Company of information, the premature disclosure of any of which would adversely affect or otherwise be detrimental to the Company, or that the Company desires to amend the registration statement or to supplement the prospectus in order to disclose material information required to be disclosed in the

prospectus in order to correct an untrue statement of a material fact or to disclose an omitted fact that is required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, the Holders shall refrain from selling Registrable Securities until the earlier to occur of the date (x) the Company notifies the Holders that it has filed with the Commission an amendment or supplement to the prospectus included in the shelf registration statement, or (y) the Company notifies the Holders that the potentially disclosable event no longer exists and that the prospectus included in the shelf registration statement does not contain an untrue statement of material fact or omit to state any fact necessary to make the statements therein not misleading (each of which is a "Disclosure Restricted Period"). The Company's obligation under Section 2 to keep a shelf registration statement filed pursuant to Section 2 current and effective shall be extended for a number of days equal to the Disclosure Restricted Period, or, if earlier, until the date on which all of the Registrable Securities have been disposed of.

Section 5. INDEMNIFICATION AND CONTRIBUTION.

(a) BY THE COMPANY. In connection with the registration under the Securities Act of the Registrable Securities, the Company shall indemnify and hold harmless the Holder(s)

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and each other person, if any, who controls any of the Holder(s) within the meaning of Section 15 of the Securities Act ("controlling persons"), against any expenses, losses, claims, damages, liabilities or costs (including without limitation court costs and attorneys' fees), joint or several (or actions in respect thereof) ("Losses"), to which each such indemnified party may become subject, under the Securities Act or otherwise, but only to the extent such Losses arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any registration statement under which the Registrable Securities were registered under the Securities Act, in any preliminary prospectus (if used prior to the effective date of such registration statement) or in any final Prospectus or in any post-effective amendment or supplement thereto (if used during the period the Company is required to keep the registration statement effective) (the "Disclosure Documents"), or (ii) any omission or alleged omission to state in any of the Disclosure Documents a material fact required to be stated therein or necessary to make the statements made therein not misleading, or (iii) any violation of any federal or state securities laws or rules or regulations thereunder committed by the Company in connection with the performance of its obligations under this Agreement; and the Company will reimburse each such indemnified party for all legal and other expenses reasonably incurred by such party in investigating or defending against any such claims, whether or not resulting in any liability, or in connection with any investigation or proceeding by any governmental agency or instrumentality with respect to any

offering of securities pursuant to this Agreement; PROVIDED, HOWEVER, that the Company shall not be liable to an indemnified party or any other Holder(s) or controlling person of any other Holder(s) in any such case to the extent that any such Losses arise out of or are based upon (i) an untrue statement or omission or alleged omission (x) made in any such Disclosure Documents in reliance upon and in conformity with written information furnished to the Company by such indemnified party for use therein, or (y) made in any preliminary prospectus if a copy of the final Prospectus was not delivered to the person alleging any loss, claim, damage or liability for which Losses arise at or prior to the written confirmation of the sale of the Registrable Securities to such person and the untrue statement or omission concerned had been corrected in such final Prospectus and copies thereof had timely been delivered by the Company to such indemnified party; or (ii) the use of any Prospectus after such time as the Company has advised such indemnified party in writing that the filing of a post-effective amendment or supplement thereto is required, except the Prospectus as so amended or supplemented, or the use of any Prospectus after such time as the obligation of the Company to keep the same current and effective has expired.

(b) BY THE HOLDER(S). In connection with the registration under the Securities Act of the Registrable Securities of the Holder(s) pursuant to this Agreement, the Holder(s) of such Registrable Securities shall, severally, indemnify and hold harmless the Company, each of its directors, each of its officers who have signed such registration statement and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, and each other Holder(s) and each controlling person of such Holder(s) against any Losses to which such indemnified party may become subject under the Securities Act or otherwise, but only to the extent such Losses arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any of the Disclosure Documents or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, if the statement or omission was made

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in reliance upon and in conformity with written information furnished to the Company by such indemnifying party for use therein; (ii) the use by such indemnifying party of any Prospectus after such time as the Company has advised such indemnifying party in writing that the filing of a post-effective amendment or supplement thereto is required, except the Prospectus as so amended or supplemented, or after such time as the obligation of the Company to keep the registration statement effective and current has expired, or (iii) any information given or representation made by such indemnifying party in connection with the sale of the Registrable Securities which is not contained in and not in conformity with the Prospectus (as amended or supplemented at the time of the giving of such information or making of such representation); and

such indemnifying party shall reimburse each such indemnified party for all legal and other expenses reasonably incurred by such party in investigating or defending against any such claims, whether or not resulting in any liability, or in connection with any investigation or proceeding by any governmental agency or instrumentality relating to any such claims with respect to any offering of securities pursuant hereto; provided, that the total amount for which any Holder shall be liable under this Section 5 shall not in any event exceed the aggregate net proceeds received by such Holder from the sale of Registrable Securities held by such Holder in such registration.

(c) ACTIONS COMMENCED. If a third party commences any action or proceeding against an indemnified party related to any of the matters subject to indemnification under subsections (a) or (b) hereof, such indemnified party shall promptly give notice to the indemnifying party in writing of the commencement thereof, but failure so to give notice shall not relieve the indemnifying party from any liability which it may have hereunder unless the indemnifying party is prejudiced thereby.

The indemnifying party shall be entitled to control the defense or prosecution of such claim or demand in the name of the indemnified party, with counsel reasonable satisfactory to the indemnified party, if it notifies the indemnified party in writing of its intention to do so within 20 days of its receipt of the notice from the indemnified party without prejudice, however, to the right of the indemnified party to participate therein through counsel of its own choosing, which participation shall be at the indemnified party's expense unless (i) the indemnified party shall have been advised by its counsel that use of the same counsel to represent both the indemnifying party and the indemnified party would represent a conflict of interest (which shall be deemed to include any case where there may be a legal defense or claim available to the indemnified party which is different from or additional to those available to the indemnifying party), in which case the indemnifying party shall not have the right to direct the defense of such action on behalf of the indemnified party, or (ii) the indemnifying party shall fail vigorously to defend or prosecute such claim or demand within a reasonable time. Whether or not the indemnifying party chooses to defend or prosecute such claim, the parties hereto shall cooperate in the prosecution or defense of such claim and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be requested in connection therewith. The indemnifying party shall not, in the defense of such claim or any litigation resulting therefrom, consent to entry of any judgment against the indemnified party (or settle any claim involving an

admission of fault on the part of the indemnified party), except with the consent of the indemnified party (which consent shall not be unreasonably

withheld).

(d) CONTRIBUTION. If the indemnification provided for in subsections (a) or (b) is unavailable to or insufficient to hold the indemnified party harmless under subsections (a) or (b) above in respect of any Losses referred to therein for any reason other than as specified therein, then the indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and such indemnified party on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by (or omitted to be supplied by) the Company or the Holder(s) and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by an indemnified party as a result of the Losses referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 6. AVAILABLE INFORMATION. The Company shall at all times take such reasonable action and file such information, documents and reports as shall be required by the Commission as a condition to the availability of Rule 144 and Rule 144A promulgated under the Securities Act, or any successor provisions.

Section 7. AMENDMENTS AND WAIVERS. Any provision of this Registration Rights Agreement may be amended, supplemented, waived, discharged or terminated by a written instrument signed by the Company and the Holders of not less than a majority of the aggregate outstanding Registrable Securities, voting as a single group.

Section 8. SPECIFIC PERFORMANCE. The parties agree that irreparable damage will result in the event that the obligations of the Company under this Registration Rights Agreement are not specifically enforced, and that any damages available at law for a breach of any such obligations would be inadequate. Therefore, the Holders of the Registrable Securities shall have the right to specific performance by the Company of the provisions of this Registration Rights Agreement, and appropriate injunctive relief may be applied for and granted in connection therewith. The Company hereby irrevocably waives, to the extent that it may do so under applicable law, any defense based on the adequacy of a remedy at law which may be asserted as a bar to the remedy of specific performance in any action brought against the Company for specific performance of this Registration Rights Agreement by the Holders of Registrable Securities. Such remedies and all other remedies provided for in this Registration Rights Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which may be available under this

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Section 9. NOTICES.

(a) Any notice or demand to be given or made by the Holders of Registrable Securities to or on the Company pursuant to this Registration Rights Agreement shall be sufficiently given or made if sent by registered mail, return receipt requested, postage prepaid, addressed to the Company at 1850 Parkway Place, Suite 1100, Marietta, Georgia 30067-8274, Attention: President.

(b) Any notice to be given by the Company to the Holders of Registrable Securities shall be sufficiently given or made if sent by registered mail, return receipt requested, postage prepaid, addressed to such holder as such Holder's name and address shall appear on the warrant register or the register for the Common Stock, as the case may be.

Section 10. BINDING EFFECT. This Registration Rights Agreement shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, and the registered Holders from time to time of the Registrable Securities.

Section 11. COUNTERPARTS. This Registration Rights Agreement may be executed in one or more separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 12. GEORGIA LAW. THIS REGISTRATION RIGHTS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF the parties hereto have caused this Registration Rights Agreement to be duly executed and delivered by their proper and duly

authorized officers, as of the date and year first above written.

HEALTHCARE.COM CORPORATION

By:

Secretary

Joseph A. Blankenship

SILICON VALLEY BANK

By:

Name:

Title:
