

# Greenway

## Application Service Provider Privacy & Security Policies

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| <b>Access</b>         | <p>Excerpted from PRIVACY AND SECURITY POLICY<br/>GREENWAY MEDICAL TECHNOLOGIES, INC.<br/>Amended by the Security Committee on January 07, 2008:</p> <p>“CLIENT DATA ACCESS<br/>Only specific Employees by department are authorized to access Client Data and then only in performance of their Company duties. Such Employees include Migration; Logistics; Deployment; Training; Customer Support; IT, Development, Product Management, and Quality Assurance for escalated support purposes and for approved testing and content development purposes; PrimeExchange; PrimeARM; and other Employees as delineated by specific Company/client agreements.”</p> <p>Excerpted from HIPAA Business Associate Agreement, Schedule C to PrimeSuite On Demand Agreement:</p> <p>“3. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.”</p> |
| <b>Authorization</b>  | <p>Excerpted from Greenway HIPAA Gap Analysis:</p> <p>“Information Access Management 45 CFR 164.308(a)(4) Access Authorization<br/>Client needs procedure to add Client users to system.”</p> <p>Greenway employee authorization is pursuant to the Access provisions in section above.</p>  |
| <b>Authentication</b> | <p>Excerpted from Greenway HIPAA Gap Analysis:</p> <p>“Person or Entity Authentication 45 CFR 164.312(d)<br/>PrimeSuite meets this required standard by Username and password or fingerprint verification to log in.”</p>  |
| <b>Audit</b>          | <p>Excerpted from Greenway HIPAA Gap Analysis:</p> <p>“Audit Controls 45 CFR 164.312(b)<br/>PrimeSuite Audit Log developed according to ASTM PS-115”</p>   |

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| <p><b>Secondary Uses of Data</b></p> | <p>Excerpted from HIPAA Business Associate Agreement, Schedule C to PrimeSuite On Demand Agreement:</p> <p>“3. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.”</p> <p>Client may elect to participate in Greenway’s PrimeResearch Network which may include secondary uses of limited datasets but only upon mutual execution of Greenway’s PrimeResearch Network Agreement.</p>   |
| <p><b>Data Ownership</b></p>         | <p>Client owns Client data and such data must be treated as Confidential Information pursuant to PrimeSuite On Demand Agreement as follows:</p> <p>“11. CONFIDENTIAL INFORMATION<br/>Client acknowledges that the PrimeSuite On Demand Services, other Services, Software, the Documentation, and the Content contain Greenway's and/or its licensor's proprietary information and Confidential Information. Each party shall treat as confidential all Confidential Information of the other party, will not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse, or removal of the other party's Confidential Information, and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care.”</p> <p>Greenway may only Use PHI in accordance with the HIPAA Business Associate Agreement, Schedule C to PrimeSuite On Demand Agreement as follows:</p> <p>“3. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.”</p> |