

Marketplace@Novation Data Confidentiality and Privacy Policy

This document states the data confidentiality and privacy policy for all transactions conducted or reported via Marketplace@Novation. If there is any conflict between this Policy and a Member's agreement to participate in Marketplace@Novation, the Member's agreement shall govern.

I. Purpose of Data Collection

The purpose of collecting data on the transactions conducted via between members and suppliers is to enable members and suppliers to access the information needed to allow them to reduce costs. For the purposes of this Privacy Policy, the parties to a transaction shall be deemed to include the purchasing Member, the supplier manufacturer of the product and the supplier distributor/wholesaler of the product (if any). Members can aggregate purchasing information for all sites to perform price leveling, tier maximization, compare their prices, and benchmark their performance. Order management, contract management and data base alignment across the supply chain benefits both members and suppliers. Novation will access and use such member information for compliance and committed program tracking, managing the performance of contracted suppliers, calculating cooperative and other incentive payments to members and for the consultation and promotion of utilization and standardization activities with members. Neoforma will use data with respect to the completion or support of any transaction conducted between members and suppliers as well as for the generation of manufacturer or distributor sales reports.

II. Definitions of Data

- A. Line Item Data – data collected and maintained by Neoforma within the transaction database relating to a specific member's purchase of a supplier's product or service.
- B. Aggregate Data – collective line item data relating to any two or more members or two or more suppliers that includes the ability to identify an individual member or supplier to specific line item data.
- C. Blinded Aggregate Data – aggregate data that reasonably prohibits the identification of an individual member or supplier tied to their specific line item data.

III. Participants Responsibilities and Rights

- A. Members (Marketplace@Novation users)
 - 1. Member may opt to deny Novation access to selected non-contracted Line Item data which may be subject to the confidentiality requirements between the member and supplier. The Member is responsible for notification to Novation for the specific line item(s) and/or supplier specific product categories that they are required to deny Novation access.
 - 2. Members are provided access to their own Line Item Data, Aggregate Data and Blinded Aggregate Data and are restricted from accessing Aggregate Data and Line Item Data of other members.
 - 3. Member must provide Novation access to all Line Item data included on a Novation contract and on all non-contact items which are considered within the scope of a committed program purchase (e.g. Opportunity, Pharmacy, etc.)
 - 4. Novation reserves the right to provide Blinded Aggregate Data to members.
- B. Suppliers
 - 1. Suppliers must sign up to connect with Marketplace@Novation

and support data requirements and transactions necessary to conduct their business.

2. Except as set forth in Section III.D.6 of this Policy, Suppliers will have access to Line Item Data and Aggregate Data for only their products and services throughout the entire distribution channel.
3. Novation reserves the right to provide Blinded Aggregate Data suppliers.

C. Novation

1. For contracted products, Novation will access specific Line Item Data in order to conduct business not limited to cooperative payments and reports, OPPORTUNITY™ compliance reports, distribution management reports and other reporting.
2. Novation has access to member and supplier Line Item Data, Aggregate Data and Blinded Aggregate Data, such as, to identify new non-contract areas of opportunity, regional purchasing variations, areas where Novation pricing is non-competitive and consultation with members, except when a member has opted to deny Novation this access.
3. Unless authorized, Novation will not share a supplier's Line Item Data or Aggregate Data with another supplier.
4. Novation may sub-license line item data to VHA and UHC to use in serving their members.
5. Novation reserves the right to provide Blinded Aggregate Data to members and suppliers.

D. Neoforma

1. Neoforma will use Marketplace@Novation user's specific Line Item Data for purposes of conducting the transaction and reporting the sale to the parties of the transaction.
2. Neoforma will not share a supplier's Line Item Data or Aggregate Data with another supplier.
3. Neoforma reserves the right to sell Blinded Aggregate Data to third parties.
4. Neoforma will not disclose specific financial information, including but not limited to, ship to, bill to, credit card number, account number, with any parties not related to a specific transaction.
5. Neoforma may share ship to information, bill to information and other standardized customer identification information with suppliers and industry database providers for the purpose of data alignment between manufacturers, distributors and GPOs.
6. For Members who enter into a Letter of Commitment or a Letter of Participation with a Supplier, and who grant permission to the Supplier in that LOC or LOP, Neoforma may provide reports to Suppliers showing Aggregated Data in the form of information regarding the Member-specific market share for related products purchased by a Member from other manufacturers.

IV. Marketplace@Novation Data Guiding Principles

- A. Marketplace@Novation users will have access to their Line Item Data and Aggregate Data and Blinded Aggregate Data.
- B. Marketplace@Novation helps all participating parties to access their data in a more accurate, timely and complete fashion.
- C. Novation and Neoforma will respect all users' identified confidentiality agreements and confidentiality of supplier's data.

- D. Marketplace@Novation uses physical security, access control and filters built into the Marketplace@Novation technology to help protect confidentiality.
 - E. Marketplace@Novation will operate in compliance with laws and regulations at the local, state and federal level.
 - F. Users and suppliers must provide Novation and Neoforma access to all necessary data to conduct transactions via Marketplace@Novation.
- V. Marketplace@Novation Data Guiding Principles
- If you have questions regarding this Privacy Policy, the practices of Neoforma, or your dealings with Neoforma, please contact us at:
- Neoforma
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