

AN ORDINANCE **2010-06-17-0534**

AUTHORIZING THE CITY TO UTILIZE A STATE COOPERATIVE CONTRACT WITH STARLIMS-INTEGRATED LABORATORY INFORMATION MANAGEMENT SYSTEM FOR THE PURCHASE OF SOFTWARE, INSTALLATION, TRAINING, MAINTENANCE AND SUPPORT FOR THE METRO HEALTH DISTRICT FOR UP TO \$208,000.00, FUNDED BY THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES CONTRACT PREVIOUSLY APPROVED BY CITY COUNCIL.

* * * * *

WHEREAS, Congress appropriated funding for the Public Health and Social Services Emergency Fund to protect the public health, accelerate efforts in responding to the current global influenza pandemic, and prepare for additional waves of the current pandemic or outbreaks of other avian, swine, and human influenza viruses; and

WHEREAS, Grant awardees are expected to utilize this funding to address capabilities in pandemic influenza response to ensure a robust capacity to detect and monitor influenza illness and viruses through laboratory testing, epidemiology, surveillance, public health investigations, and other associated pandemic response activities; and

WHEREAS, the General Services Administration (GSA) contract GS-35F-0660P between STARLIMS Corporation and the General Services Administration (GSA) may be used to provide the San Antonio Metropolitan Health District (SAMHD) with STARLIMS-integrated Laboratory Information Management System (LIMS); **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. An agreement with STARLIMS Corporation, for an amount up to \$208,000.00, to provide the City of San Antonio with STARLIMS integrated laboratory information management system for the purchase of software, installation, training, maintenance and support, is hereby approved. The Department Director or her designee is hereby authorized to execute an agreement with the STARLIMS Corporation. A copy of the agreement and bid tab are attached hereto and are incorporated by reference as **Attachment 1**.

SECTION 2. The sum of \$208,000.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5709085 "Computer Software." Payment is authorized to STARLIMS Corporation upon issuance of a Purchase Order. Software maintenance and support costs estimated at \$16,000.00 annually are contingent upon funding from the Texas Department of State Health Service.

JK
6/17/10
#7

SECTION 3. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

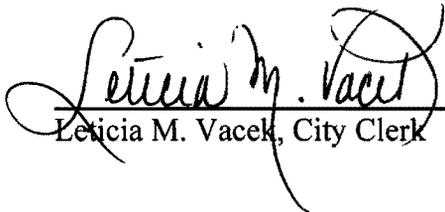
SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 17th day of June, 2010.



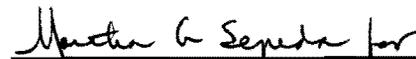
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 7

Name:	6, 7, 8, 11, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26A, 26B, 26C, 26D, 26E, 27, 29, 30, 32A, 32B, 32D, 32E, 33, 35, 36, 37, 39, 40, 41, 42						
Date:	06/17/2010						
Time:	02:23:40 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the City to utilize a state cooperative contract with STARLIMS-integrated Laboratory Information Management System for the purchase of software, installation, training, maintenance and support for the Metro Health District for up to \$208,000.00, funded by the Texas Department of State Health Services contract previously approved by City Council. [Sharon De La Garza, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

City of San Antonio Bid Tabulation

Opened: March 26, 2010		GSA	
For: STARLIMS Software Licenses, Initial Maintenance & Support		STARLIMS Corporation	
10-084		WF	4000 Hollywood Blvd., Suite 515S
Item	Description	Qty	Hollywood, FL 33021 954-416-1576
1	<u>Program Licenses:</u>		
a	Designer License Part # SL-XFD Price Each Price Total	1	\$18,135.00 \$18,135.00
b	Concurrent Full-User License Part # SL-FCL Price Each Price Total	7	\$8,160.75 \$57,125.25
c	Concurrent Data-User License Part # SL-DCL Price Each Price Total	3	\$2,720.25 \$8,160.75
d	NWA Qax Workstation License Part # NW-QAX Price Each Price Total	2	\$500.00 \$1,000.00
e	ORION Rhapsody Runtime Site License Part # OR-RAP Price Each Price Total	1	\$3,680.00 \$3,680.00
	Program Licenses Total		\$88,101.00
2	<u>Professional Services and Training:</u>		
a	Per Diem Off-Site LIMS Consultant Services - Project Planning Part # SL-SOF Price Each Day Price Total	5	\$1,269.45 \$6,347.25
b	Per Diem On-Site LIMS Consultant Services - Installation Part # SL-SON Price Each Day Price Total	2	\$1,360.13 \$2,720.26
c	Per Diem Off-Site LIMS Consultant Services - Configuration Part # SL-SOF Price Each Day Price Total	47	\$1,269.45 \$59,664.15

City of San Antonio Bid Tabulation

Opened: March 26, 2010		GSA	
For: STARLIMS Software Licenses, Initial Maintenance & Support		STARLIMS Corporation	
10-084		WF	4000 Hollywood Blvd., Suite 515S
Item	Description	Qty	Hollywood, FL 33021 954-416-1576
d	Per Diem On-Site LIMS Consultant Services - Configuration II Part # SL-SON Price Each Day Price Total	8	\$1,360.13 \$10,881.04
e	V10 Application Training Course Part # TN-101 Price Each Price Total	1	\$5,893.88 \$5,893.88
f	V10 Configuration Training Course Part # SL-SON Price Each Price Total	3	\$1,360.13 \$4,080.39
g	V10 Application Training Course Part # SL-SOF Price Each Price Total	2	\$1,269.45 \$2,538.90
h	Estimated Travel and Lodging Costs		\$7,000.00
	Professional Services and Training Total		\$99,125.87
3	<u>Recurring Annual Maintenance:</u>		
a	Annual Update Plan (14% of license cost) Part # SL-AUP Price Each Price Total	1	\$12,334.14 \$12,334.14
b	Annual Support Plan Part # SL-ASP Price Each Price Total	1	\$2,720.25 \$2,720.25
	Recurring Annual Maintenance Total		\$15,054.39
	Payment Terms		Net 30

**CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT**

Issued By WF; CITY CONTRACT NO. 10-084-WF
COOPERATIVE CONTRACT NO.: GS-35F-0660P
PROCURING ENTITY/COOPERATIVE: GSA

Date Issued: March 26, 2010

**TERMS & CONDITIONS FOR CONTRACT FOR
STARLIMS SOFTWARE LICENSES, INITIAL MAINTENANCE & SUPPORT**

Contract Documents: The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

a. This Terms and Conditions Document;

b. Any Purchase Orders and Work Orders issued hereunder by the City of San Antonio ("City"); and

c. Exhibit I -- All applicable terms and conditions of Contract # GS-35F-0660P, between Starlims Corporation and the General Services Administration (GSA) procured by GSA and made available to local government entities through Competitive bidding is not required when the City purchases goods or services made available through a Federal supply schedule of the United States General Services Administration. Texas Local Government Code § 271.103.

Should a conflict arise among the provisions of the contract documents, this Terms and Conditions Document and any Purchase Order and Work Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This Terms & Conditions Document includes the following: General Terms and Conditions, Product Specifications and Description of Services, Price Schedule, any attachments or exhibits identified herein.

The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soledad, 11th Floor, San Antonio, Texas 78205, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals: MBE Goal: 15%; WBE Goal: 10%; AABE Goal: 3%; SBE Goal: 50%.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Vendor to fully comply with the contract for the amount(s) shown on the accompanying Price Schedule. A signature below indicates that the Vendor has read the entire document, which is incorporated herein, and agreed to the terms therein.

Signer's Name: Jeff Ferguson
(Please Print or Type)

Firm Name: STARLIMS Corporation

Address: 4000 Hollywood Blvd.
S. 515-S
Hollywood, FL 33021

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

Signature of Person Authorized to Sign Offer

City, State, Zip Code: _____

Email Address: _____

Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: _____

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I. GENERAL TERMS AND CONDITIONS

1. The terms "bidder", "contractor", and "vendor" all mean the party providing goods or services to the City pursuant to this contract.
2. **Rejection of Disclaimers of Warranties & Limitations of Liability.** Any term or condition in Exhibit I, or any document furnished by Vendor, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Vendor's liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.
3. **Acceptance of Offer.** By signing and submitting this document, Vendor is making an offer to City. A written award of acceptance (manifested by a City Ordinance) and appropriation or purchase order mailed or otherwise furnished to the Vendor results in a binding contract without further action by either party.
4. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the contract documents. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
5. **Taxes.** Vendor shall not include federal taxes nor State of Texas limited sales excise and use taxes in prices, since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by Vendor.
6. **Point of Destination.** All goods, materials and equipment shall be delivered FOB Destination, City of San Antonio's designated facility, or to the "ship to" address indicated on the purchase order, inside delivery. Regardless of shipping terms used, title and risk of loss shall pass to City only upon receipt at City's "ship to" address.
7. **Delivery Times.** Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise herein.
8. **Failure to Meet Delivery Schedule.** When delivery is not met as provided for in the contract, the Purchasing and General Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct, indirect, consequential, or incidental incurred by the City as a result thereof.
9. **Acceptance By City.** The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
10. **Warranty.** Unless a specific warranty is provided elsewhere in these contract documents, the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

11. Change Orders. In order to comply with Texas law governing purchases made by municipalities, the follow rules shall govern all change orders made under this contract.

- (a) Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of Purchasing and General Services Department ("Purchasing Director"), or her designee, provided that such change orders:
 - (1) are made in writing, signed by the Purchasing Director or her designee;
 - (2) do not involve an increase or decrease in contract price of more than \$25,000; and
 - (3) sufficient funds have already been allocated by City or are available to the Purchasing Director to cover any increase in contract price.
- (b) Any other change will require approval of the City Council, City of San Antonio.
- (c) Changes that do not involve an increase in contract price may, however, be made by the Purchasing Director.

12. Contract Termination

TERMINATION-BREACH:

- (a) Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing and General Services, its obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may cancel this contract for convenience upon ten days prior written notice.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

13. INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS,

WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

14. Assignment and Subcontracting

- (a) Vendor shall not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director of City's Purchasing Division. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor.
- (b) Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this contract shall be the responsibility of Vendor. City shall in no event be obligated to any third party, including any subcontractor of Vendor, for performance of services or payment of fees.
- (c) Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio, and shall confer no rights upon any third person. Should Vendor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract, City may, at its option, cancel this contract and all rights, titles and interest of Vendor shall thereupon cease and terminate, notwithstanding any other remedy available to City. The violation of this provision by Vendor shall in no event release Vendor from any obligation under the terms of this contract, nor shall it relieve or release Vendor from the payment of any damages to City, which City sustains as a result of such violation.

15. Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the vendor under this contract and that the vendor has no authority to bind the City.

16. Patents/Copyrights. The Vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. Public Information Act. Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. All contracts are subject to the Public Information Act, Texas Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the contract documents that Vendor claims is not subject to public inspection under the Public Information Act.

18. Conflict of Interest. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

19. Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

20. Nonwaiver of Performance. Unless otherwise specifically provided for in this contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

21. Non-discrimination Policy. It is the City's policy that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

22. Compliance with Law. Vendor shall provide and perform all services required under this contract in compliance with all applicable federal, state and local laws, rules and regulations.

23. Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

24. Entire Agreement. This contract, together with its authorizing ordinance and its attachments, purchase orders, and exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the Change Order provision herein.

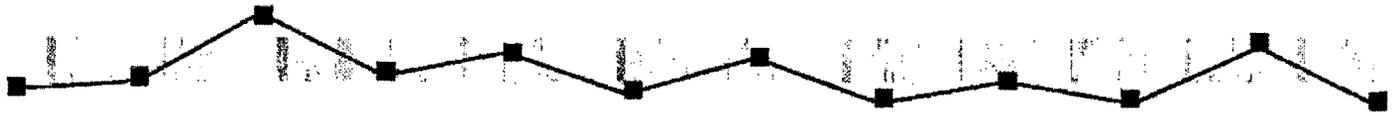
II. SPECIFICATIONS & GENERAL REQUIREMENTS

1. Period of Service. The City's term of service shall be for the period beginning one year from the date of the purchase order for the initial purchase of licenses and terminating twelve (12) months from said date, to include maintenance and support. The City reserves the right to extend for up to four (4) one (1) year periods after the initial maintenance and support period has ended.

2. GSA Survivability. All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

III. VENDOR PROPOSAL AND PRICING DOCUMENT

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STARLIMS Corporation
Capability Overview
And
Budgetary Proposal
To:



Laboratory Information Management System

Point of Contact

Jeff Ferguson

STARLIMS Corporation

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Hollywood, FL 33021

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Phone: 954-964-8663
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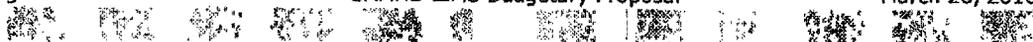


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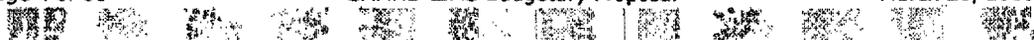
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Introduction

This document outlines the STARLIMS Capability Overview and Budgetary Proposal submitted in response to your request for a quote. STARLIMS software provides enterprise integration of laboratory and business operations to in support of long-term goals and strategies:

- Harmonization of business and laboratory processes;
- Automation of data acquisition through connection of laboratory equipment to the LIMS and
- Optimization of QA/QC activities.

Operationally, STARLIMS software enables San Antonio Metropolitan Health District (SAMHD), Laboratory Services Division to improve data quality, to input data directly from instrument files, to optimize exchange of information between Internal and external information applications, to speed the flow of data and information, to manage resources more effectively, to leverage existing knowledge throughout the organization and to manage the timely reporting to all stakeholders.

The STARLIMS commercial-off-the-shelf (COTS) System is specifically designed to reflect common public health laboratory (PHL) and business processes.

- STARLIMS provides a uniform multi-site framework for optimized resource utilization with automated and personalized reminders and alerts that streamline workflow and minimize the need to query the system.
- STARLIMS provides a uniform multidiscipline framework for increased efficiencies across all laboratory operations.
- STARLIMS provides configurable modules to manage clients, client projects, sample collection points, scheduling of sample collections and distribution of sampling bottles/kits.
- STARLIMS is a designed-for-the-web application that facilitates secure, controlled, direct access by SAMHD clients and data consumers.
- STARLIMS provides many QA support features including QC sample management, inventory management, equipment management, certification management, SOP management, storage of raw data files, trend charting and automated validation against regulatory and customer specifications.
- STARLIMS provides controlled access to powerful query and search tools so that data are available immediately.
- The optional integrated STARLIMS Scientific Data Management System (SDMS) provides automated workflow routing to manage authoring and versioning of, for example, SOPs and specification sets.

STARLIMS addresses SAMHD's Quality goals by providing COTS modules that support compliance with predicate CLIA, NELAC, ISO 17025 and EPA requirements related to laboratory data integrity, audit trails, electronic signatures, data exchange and system security.

- Equipment Manager controls maintenance, calibration and QC requirements for all instruments.
- Materials Manager and Inventory Manager control reagents, consumables and SAMHD-manufactured items such as sample collection kits and QC samples.
- Analyst Certifications Manager ensures Testing activities are performed by properly certified staff.

STARLIMS

corporation

- Method Manager controls SOPs.
- Internal Document control functions attach COC forms, contracts, instrument files and other files of interest.
- The STARLIMS Traceability Module presents Analytical data and QA/QC data in a single screen.
- STARLIMS supports 21CFR Part 11 Electronic Signatures.

The STARLIMS Corporation is a global LIMS provider with 20 years of experience focused solely on designing and implementing LIMS Systems.

STARLIMS Implementation Project described in this Proposal delivers a solution tailored to the workflow and process driven requirements unique to SAMHD. Perhaps just as importantly, the STARLIMS System provides easy-to-use configuration tools so that staff at SAMHD can maintain the System in a well-matched state as business rules, compliance requirements and technology change. These configuration management tools enable STARLIMS to model laboratory and business processes at any degree of granularity; to identify triggers based on date/time/calendar-, data- and rules-based events; to create reporting targets at any step of any process; to deliver user-specific on-screen alerts and notifications and to expose a dynamic System Dashboard matched to each user's unique identity and role. The STARLIMS System provides easy-to-use tools to manage data exchange and application integration along with information exchange with external information applications, instruments and equipment.

STARLIMS delivers complete implementation support and training.

The Implementation portion of this Proposal is forward looking and based on the strategy of transferring STARLIMS system skills to SAMHD staff. It models common PHL laboratory and business processes but recognizes that the project is likely to require change. This is an ambitious project and we fully expect to encounter unidentified challenges: requirements changes, personnel changes, technology changes, etc. For this reason, STARLIMS configuration tools are designed to allow a gradual modeling of laboratory and business processes.

The Proposal optionally offers (and recommends) fully integrated document management through the STARLIMS SDMS. The STARLIMS solution is unique in that it integrates LIMS data and SDMS documents into a single web-based platform. Archiving and managing documents in the same platform as the LIMS data enables unified searches and eliminates the inefficiencies of multiple data repositories. This approach offers complete control over all documents with dramatically enhanced document workflow design, storage and search capabilities. In addition, the user-friendly, graphical interface enables non-IT Laboratory staff to create exchange templates (e.g. instrument interfaces and application interfaces relying on file exchange) rapidly.

STARLIMS Corporation

Background

We are a leading provider of laboratory information management systems, or LIMS, and have over 20 years of experience in the LIMS market. We develop, market and sell configurable off-the-shelf LIMS software solutions trade-named STARLIMS®. STARLIMS manages the collection, processing, storage, retrieval and analysis of information generated in laboratories. Our software improves the reliability of sampling processes, supports compliance with regulations and industry standards, provides comprehensive reporting, monitoring and analysis capabilities, and enables our customers to manage their globally distributed laboratories more effectively.

STARLIMS software is used by hundreds of laboratories in over 40 countries around the world. Our strongest presence is in North America. The adaptable nature of our software allows us to offer solutions to customers in a wide range of industries and in multiple disciplines, but primarily in quality assurance and control, testing and monitoring, and research and development. The primary users of STARLIMS are government, manufacturing and life sciences organizations.

STARLIMS's vision is to integrate all the information a laboratory creates into a single, web-based platform, while providing the means to manage a wide range of laboratory processes and workflows. Following this strategy, we launched an entirely web-based LIMS as early as 2006, and are regularly adding strategic capabilities to that powerful platform. In March 2008, we introduced STARLIMS SDMS, an integrated Scientific Data Management System solution capable of parsing and managing unstructured data together with structured (LIMS) data. Leveraging these two technologies, we made another step towards a unified platform for the paperless laboratory by developing the STARLIMS Electronic Notebook, launched in March 2009.

Our global activities are managed from the headquarters located in Hollywood, Florida. We serve our customers in North America directly from our Hollywood headquarters and through our Canadian subsidiary STARLIMS Canada, which focuses on several of our life science accounts. Our European operations are coordinated by STARLIMS Europe in the UK, which is augmented by a network of exclusive partners throughout the region. STARLIMS Asia Pacific is located in Hong Kong and focuses on supporting our expansion efforts into the rapidly growing LIMS markets in China and Southeast Asia. Latin America operations are managed directly from Florida and through distributors in major markets.



Our global activities are managed from the headquarters located in Hollywood, Florida. We serve customers in North and America directly and through our Canadian subsidiary STARLIMS Canada, which focuses on our life science accounts. Our European operations are coordinated by STARLIMS Europe located in the UK which is

augmented by a network of exclusive partners located in the UK, France, Benelux, Scandinavia, Germany, Russia and Eastern Europe. STARLIMS Asia Pacific located in Hong Kong is focused on supporting our expansion efforts into the fast growing LIMS markets in China and South East Asia. Latin America operations are managed directly and through distributors and field offices in major markets.

Track Record of Innovation

We have been a pure-play LIMS provider for more than 20 years. Our sole focus is on the development and deployment of commercial laboratory informatics and we have devoted all of our research and development efforts to developing industry-leading solutions in this field. With hundreds of implementations in multiple industries around the globe, we have developed proven solutions for a wide range of markets, including government, life science and manufacturing.

During the 20-year course of configuring our solutions to the needs of our customers, our team has accumulated and continues to accumulate industry-specific know-how and best practices, earning STARLIMS a reputation for high quality service. We have a long track record of enabling our customers to easily upgrade to new versions, which safeguards our customers' investments.

We are a leading innovator in the laboratory informatics industry. We were among the first companies to offer configurable LIMS solutions and we have repeatedly been early-to-market with advanced solutions. We were among the first to offer a PC-based solution and are one of the first to offer a true web-based LIMS. Our web-based LIMS solution addresses evolving market trends towards centralized LIMS solutions.

20
years of
LIMS

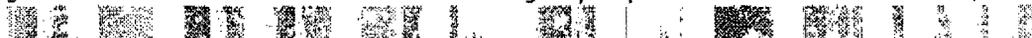
100%
Web-based
solution

1
integrated platform

As companies have grown and become global in their reach, the need for centralized data management and analysis has become critical to a wide range of potential customers. Our web-based LIMS facilitates global deployment and centralized management, with no need for user-side downloads. Our multi-lingual solution enables enhanced data management and decision-making within the laboratory and globally throughout the organization. By leveraging extensible markup language, or XML, and other web-services, we are able to offer a solution with enhanced interoperability and user experience, presenting real-time information on a global basis in an easy-to-use graphical format.

For laboratories concerned about regulatory compliance, operational efficiency and optimizing information resources – STARLIMS offers a unique integrated platform of exceptional depth and breadth. Our entirely web-based platform includes

not only an award-winning laboratory information management system (LIMS), but also advanced solutions for scientific data management (SDMS), electronic laboratory notebooks (ELN), environmental monitoring (EM) and resource planning and scheduling (RPS). By integrating roles that are typically relegated to multiple systems, STARLIMS functions as the central point for processing lab data and disseminating actionable information throughout the enterprise. Deploying STARLIMS



means avoiding ineffective 'silos of information', guaranteeing regulatory compliance and ensuring that decisions are based on accurate, up-to-the-minute information.

Track Record of Growth

We generate revenues from the sale of perpetual licenses to use STARLIMS, software maintenance, and related professional services. Our customers generally enter into a standard license and services agreement with us, under which they are granted a perpetual, non-exclusive license to use STARLIMS software and are offered the right to purchase annual maintenance that provides updates and upgrades to our software if and when made available. In North America, Europe, Latin America and Asia Pacific, we offer our customers professional services, which include consulting services, implementation, training and technical support for the software.

The adaptable nature of our software allows us to offer solutions to customers in a wide range of industries including public health, pharmaceuticals, agricultural, food and beverage, oil and gas, environmental, chemical and cosmetics. STARLIMS is used by laboratories in multiple disciplines, primarily quality assurance and control, testing and monitoring, and research and development. STARLIMS systems have been installed in hundreds of laboratories throughout the world—ranging in size from a handful to hundreds of users. Large-scale projects include CDC's CCID 87 laboratories, Chevron's refining business with 2,500 users and a \$4 million project for one of the world's top bio-pharmaceutical companies, which will eventually serve over 1,000 researchers.

The growing awareness of STARLIMS' offerings has translated into an accelerated growth pattern yielding a 30% CAGR in the last five years. This ongoing revenue growth reflects the increase in project size, activities in a wide range of industries and markets, and continued expansion of our distribution network.

Table 1: STARLIMS Revenue and Profitability Growth

	2004	2005	2006	2007	2008
Global Sales in US\$ thousands (Including estimates for non-consolidated affiliates - Non-Audited)	\$13,700	\$24,500	\$31,000	\$39,000	\$42,000
Revenues in US\$ thousands (Consolidated Operations - Audited)	9,632	16,214	19,765	23,775	25,242

Diverse Customer Base

STARLIMS enjoys a solid but very diverse customer base, which has been built over 20 years of steady growth. The majority of STARLIMS's revenues accrue from sales of user licenses and related services. STARLIMS does not depend on any one customer. In 2006, 2007, 2008 our single largest customer accounted for 18%, 9% and 5% of annual revenues respectively.

Financial Strength

We have no external debt.

We have financed our operations through cash generated by our operations. Following our NASDAQ offering in May 2007, we have approximately \$31 million in cash and cash equivalents and a working capital of approximately \$39 million.

We currently do not have significant capital spending or purchase commitments, but we expect to continue to engage in capital spending consistent with anticipated growth in our operations, infrastructure and personnel.



Our net equity of approximately \$42 million, forming approximately 90% of the balance sheet, represents our strong financial position and ability to support long-term expansion that is solely focused on laboratory informatics.

Table 2: Select Consolidated Data

Consolidated Balance Sheet		As of December 31, 2008 (in thousands of USD)
Cash and cash equivalents and marketable securities		\$30,765
Total Assets		\$48,802
Working Capital		\$36,351
Net Equity		\$42,011

SEC filings are available on our web site: <http://ir.starlims.com/sec.cfm>

Corporate Governance

As a publicly listed corporation we are subject to various corporate governance practices under security law relating to such matters as independent directors, the audit committee and internal auditor.

According to the Companies Law, the management of our business is vested in our board of directors. Our board of directors may exercise all powers and may take all actions that are not specifically granted to our shareholders. Our executive officers are responsible for our day-to-day management and have individual responsibilities established by our Chief Executive Officer and board of directors. Executive officers are appointed by and serve at the discretion of our board of directors, subject to any applicable agreements. Our current board of directors consists of seven directors. We have three directors who qualify as independent directors under applicable U.S. securities law requirements and NASDAQ listing standards.

The three independent directors also form the audit committee which role is to identify faults in the business practices of the company by consulting with the company's independent registered public accounting firm and internal auditor, and to make recommendations to the board for remedying such faults. Additionally, the company may not enter certain interested-party transactions without the audit committee.

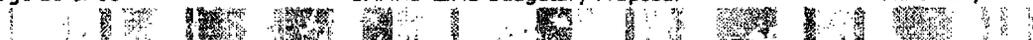
We publish quarterly and annual financial statements reviewed and audited respectively by members of Deloitte Touche Tohmatsu, an independent registered public accounting firm.

STARLIMS has adopted a code of ethics that is published on our website: http://www.starlims.com/company/STARLIMS_Ethics.htm

Human Resources

At December 31, 2008, we and our wholly-owned subsidiaries employed 162 full-time employees. Of these full-time employees, 84 employees were engaged in professional services, 36 employees were engaged in research and development, 21 employees were engaged in management and administration and 21 employees were engaged in sales and marketing. Of such employees, 105 were located in North America, 23 in the Asia Pacific region and 34 in Europe and the Middle East.

We have built a highly trained professional service network with a presence in 20 countries, which has earned us a reputation for high quality service. Our



professional services team provides our customers with training and technical support and assists them in implementation of our products. As of December 31, 2008, we directly employed 84 full-time engineers. This core team is augmented by approximately 200 consultants employed by our global partners. The senior members of our professional services team have between 12 to 20 years of experience in the LIMS industry.

During our 20 years of experience configuring our solutions to the needs of our customers, our professional services team has accumulated and continues to accumulate industry-specific best practices and know-how. Our professional services team provides ongoing feedback to our development team, which uses this information to adapt our software to meet the requirements of various industries. In turn, the industry-specific tools that we have developed over the years are available to our professional services team, which allows for a more efficient implementation process.

Through STARLIMS Academy, we provide professional and technical training and certification programs for our employees, distributors, partners and customers. The programs for employees of our company and our partners provide participants know-how to ensure the consistently high level of our implementation services.

Table 3: STARLIMS Employees

Area	#
Research & Development	36
Management and Administration	21
Marketing and Sales	21
Professional Services	84
Total	162

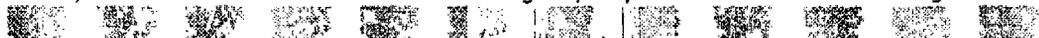
Executive Team

Itschak Friedman, Founder, President and CEO

Itschak Friedman founded STARLIMS (then LIMS Ltd.) in 1987, and has been the company's CEO and Chief Architect since then. His vision for the company emerged while working in a chromatography business unit of Hewlett Packard —at a time when LIMS were inflexible systems running on large computers and costing millions of dollars. Itschak founded the company to develop a PC-based alternative to these legacy systems, and in 1989 the first PC-based LIMS was launched. The market's enthusiastic acceptance of PCLIMS led to a five-year OEM agreement with Varian, and to the establishment of STARLIMS Corporation in Hollywood, Florida. Under Itschak's leadership, STARLIMS has grown to be a truly global company, with sales, implementation and support activities in 40 countries. Itschak holds a BSc degree in Geology from the Hebrew University of Jerusalem.

Dinu Toiba, Vice President of Research and Development

Dinu Toiba has been directing the development of mission-critical software systems for over 20 years. His experience ranges from real-time software for mainframes and mini-computers, to applications for national police and defense forces, the automobile industry, and public utility companies. Prior to the establishment of STARLIMS, Dinu founded Universal Microsystems, which became at the time one of Israel's leading software houses. At STARLIMS, he leads a team of hand-picked and exceptionally dedicated programmers and system analysts. Dinu holds an MSc in



Mathematics from the University of Bucharest, Romania.

Jeff Ferguson, Chief Operating Officer

Jeff Ferguson brings to STARLIMS almost 20 years of LIMS expertise, and a powerful combination of leadership and operational know-how. His responsibilities at STARLIMS include overall management of sales, marketing, professional services and operations. Prior to joining STARLIMS, Jeff served as Director of Enterprise Systems at Applera Corporation – Applied Biosystems. In this position, he was responsible for Applied Biosystems's laboratory informatics business. Prior to that, he held senior sales positions at PerkinElmer's informatics business units.

Clive Baron, Chief Business Development Officer

Clive has over 10 years of experience in LIMS management, including key leadership roles in marketing, sales and business development. Prior to joining STARLIMS, he was with LabWare for seven years, leading the sales and marketing network while working out of the firm's US headquarters. Prior to that, he was CEO of Symmetry Software, a LIMS distributor in South Africa. Clive Baron holds a BSc in Mechanical Engineering from the University of Pretoria, South Africa.

Dr. Lev Bobovitch, Director, Professional Services

Lev Bobovitch has more than 30 years of experience in IT management. During the past decade, he has directed over 100 projects. Lev has an unusual capacity to maintain full control over project resources and timeframes, from system analysis and the development of functional and software specifications, to resource assignment, product validation and final approval. Lev holds a PhD in Computer Science from Moscow Aviation College.

Dr. Simon Wood, Director, Executive Director Marketing and Training

Simon Wood is a leading authority in laboratory informatics and LIMS systems. As Global Services Manager of Thermo LabSystems, he established the industry's largest LIMS implementation team. Prior to joining STARLIMS, Simon was with Labformatics Ltd, a consultancy specializing in laboratory informatics performance management and improvement. Simon has written and presented numerous papers on system implementation, applications support and laboratory IT project performance measurement. Simon holds a PhD in Mycology from Sheffield University.

Randy Hice, Director, Strategic Consulting

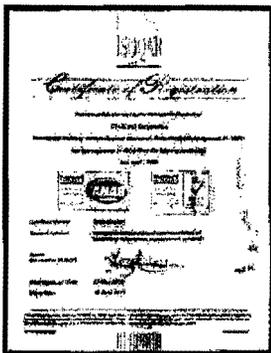
Randy Hice co-founded Laboratory Expertise Center, Inc. (LEC) in 1994, serving as its President from 1996 to its acquisition by STARLIMS in 2008. Under his leadership, LEC became a nationwide consultancy active in all phases of LIMS project management. LEC customers included organizations such as Amgen, Baxter Healthcare, Bayer, Boehringer Ingelheim, Covance, GlaxoSmithKline, Johnson & Johnson and the Los Alamos National Laboratory. Since 1996, Randy has written a monthly column on laboratory informatics for Scientific Computing and Instrumentation magazine. Randy holds a MSc in Chemistry from Western Michigan University.

Carl Dourambeis, Director of Quality Assurance

Carl Dourambeis has over 17 years of experience in drug discovery, contract research, manufacturing and regulatory affairs. Before joining STARLIMS, Carl ran a successful private consultancy focusing on QA, regulatory affairs and computer

validation. Prior to that, he was a Bioanalytical Research Scientist, Validation Specialist, Patent Officer, and Director of Scientific Affairs. Carl has over 20 publications to his credit and lectures extensively on topics ranging from HPLC method development to automation and validation principles. He holds a BSc in Chemistry from Concordia University.

Quality



STARLIMS Corporation's quality mission is to achieve sustained, profitable growth through adoption of a system of procedures that reflects the competence of our company to existing customers, potential customers, and independent auditing authorities. Our quality management system enables us to provide the best value for our customers' information systems expenditures.

Achievement of this mission involves all our staff, with each employee taking individual responsibility for the quality of his or her work. STARLIMS constantly monitors and measures results, yielding a continually improving working environment. STARLIMS management provides leadership and training to all employees, constantly seeking to achieve improved quality levels, exceeding the expectations of our customers. This policy is provided and explained to each employee by the executive responsible for the relevant STARLIMS operating area.

To achieve and maintain the required level of quality, the CEO retains senior management responsibility for the Quality System with daily operations controlled by the Director of Quality. Our Quality System includes control of the Quality Management Manual and the issuance of procedures to assure quality throughout each STARLIMS office.

The objectives of STARLIMS' Quality Management System are:

- A. To maintain an effective Quality Management System complying with International Standard **ISO9001:2000**.
- B. To achieve and maintain a level of quality which enhances STARLIMS' reputation with all customers.
- C. To ensure compliance with relevant statutory, safety and environmental requirements.
- D. To endeavor, at all times, to deliver the finest quality information systems products and services to our customers in an environment centered on adherence to the highest legal and ethical standards.

STARLIMS Corporation is ISO 9001: 2000 accredited since January 5, 2001. Date of Revision May 11, 2009.

Certificate Number: 7686QMS001

The scope of our certification is the design, development and implementation of laboratory information management systems.

Our development follows industry standards, notably those of ASTM International, previously known as the American Society for Testing and Materials. Additionally, we are members of the American Society for Quality and the International Society for Pharmaceutical Engineering.

Testing

STARLIMS' own ISO9001 accreditation covers both 1) the development of the technology layer common to all STARLIMS customers and 2) the implementation process associated with each client project. STARLIMS SOP PS001 details the STARLIMS methodology applied to the implementation of client projects.

The Purpose of SOP PS001 is stated as follows.

The STARLIMS Professional Service team is responsible for taking the commercial off the shelf STARLIMS Business Rules Dictionary and configure it to meet specific customer business rules requirements. The purpose of this SOP is to define the STARLIMS Professional Services Implementation Life Cycle for this task. This Life Cycle was developed by STARLIMS and has proven to be effective in the implementation of the STARLIMS product. STARLIMS recognizes that many of our customers may have their own internal implementation methodology and document deliverable requirements. STARLIMS allows for changes to the Life Cycle based on specific customer requirements. These changes are specified in the Project Statement of Work.

The embedded flowchart that describes STARLIMS testing methodology is included here as an overview of STARLIMS' internal testing operations.

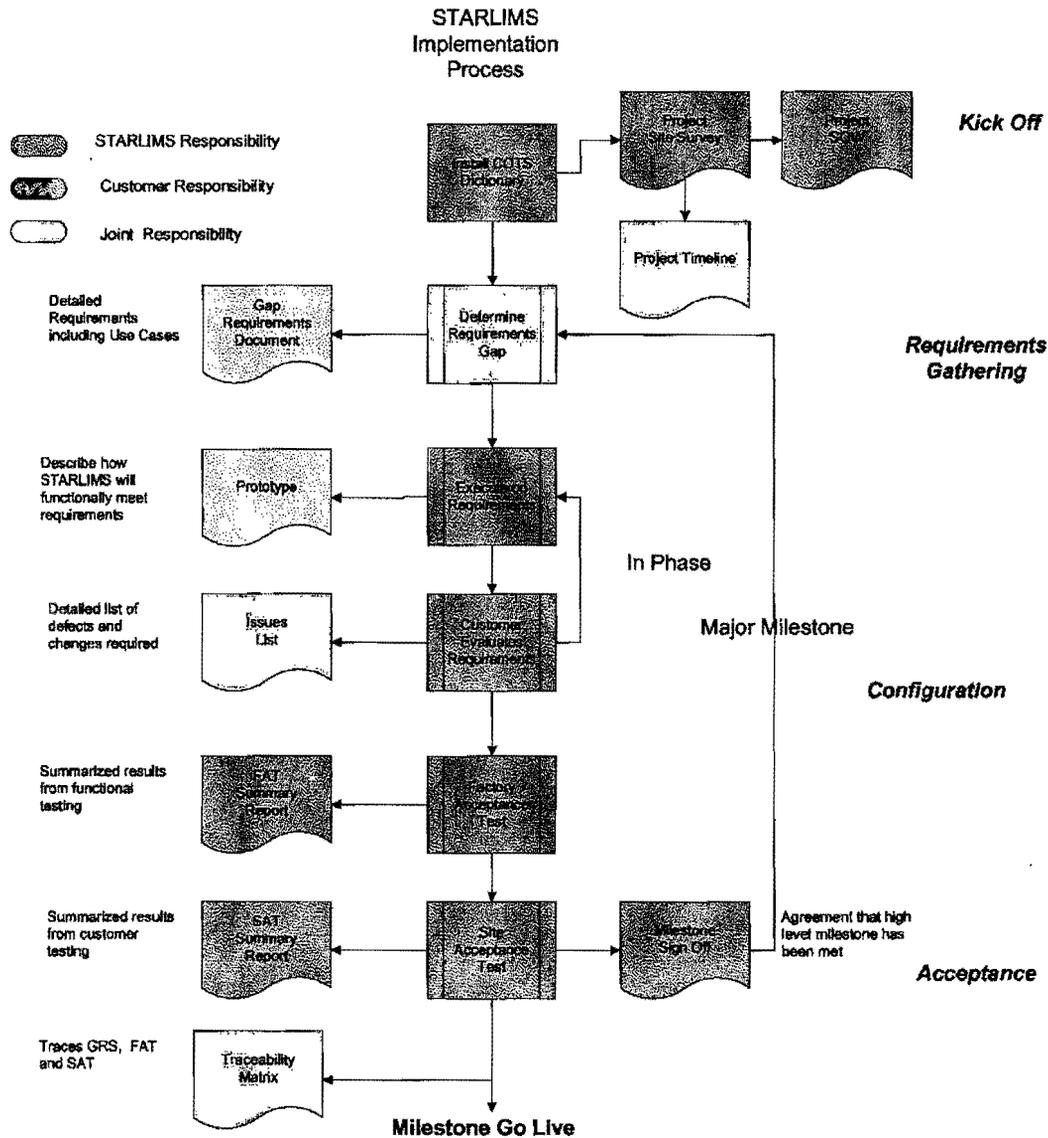


Figure 1: STARLIMS Quality Methodology

Products and Services

Product Architecture

- STARLIMS employs a multiple-tier, data driven architecture, in which the STARLIMS program, the Business Rules that you establish and the RDBMS are maintained in separate tiers.
- The Technology tier draws the screens and establishes connections to data sources and network(s). This tier also contains the tools to establish instrument interfaces and tools for maintaining and developing the Business Logic Tier.

The Business Logic tier is the heart of the system. It is a repository of "Business Rules" that define the way STARLIMS behaves across the enterprise. This tier maintains screen design information and contains the Meta data that define STARLIMS objects that are assembled to perform specific functions. These include sample login, results entry, approval processes, sample number systems, automatic calculations based on input results and logic behind report schedules, automated sampling intervals, label printing, sample splitting, instrument maintenance, staff training, reagent levels, workflow optimizing and database triggers.

Business rules include the logic behind the authorities and permissions system and links to databases and other Windows applications. This tier also contains tools for maintaining the database tier. Use of a separate Business Logic tier permits STARLIMS to conform to any laboratory and business process. Since business logic is unique to each organization, each STARLIMS Business Logic tier becomes a mirror of an organization's operations.

The database tier contains the RDBMS itself and the enterprise-wide tools for maintaining the RDBMS. There can be more than one database tier.

Each tier is maintained separately. STARLIMS develops and maintains the Technology tier. New technology features (For example enhancements to Windows, ODBC and networking technology) are compiled into the STARLIMS Technology tier and made available to users through the secure web site. Users are empowered (limited by the system authorities) to develop and maintain the business rules tier and RDBMS tiers. Due to the separation of the tiers, STARLIMS can deliver new enhancements to the Technology tier ensuring that the system continuously exposes the latest technologies to users without compromising the integrity of the other tiers.

Multiple-tier technology permits you complete freedom to adapt STARLIMS to changing needs without the fear that the effort will be erased by updates or upgrades from the LIMS vendor.

Multiple-tier technology results in a much lower total cost of ownership.

STARLIMS Version 10

STARLIMS' Multiple-Tier architecture and powerful out-of-the-box components enable each organization to control its unique workflow and work style. STARLIMS' comprehensive know-how in diverse environments and industries has produced a fertile repository of LIMS functions and wizards that enables STARLIMS' continued successful integration in numerous disciplines.

STARLIMS Version 10 represents a web-based technology extension of the rich functionality built into STARLIMS systems.

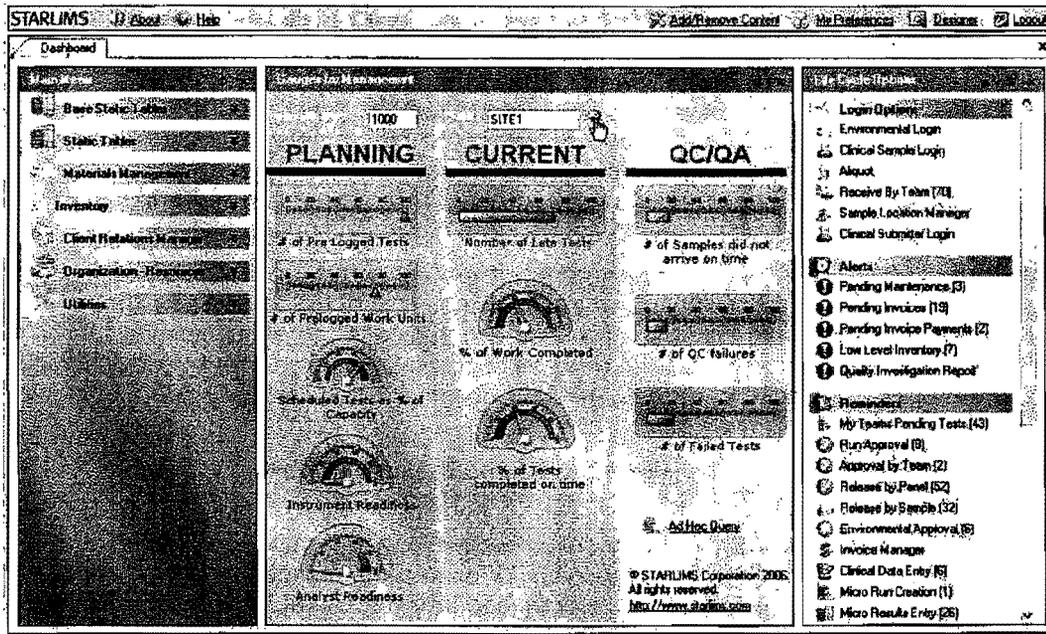


Figure 2: 100% Web-based Version 10

STARLIMS can be implemented completely within common IT requirements; harmonizing laboratory and business processes across the Enterprise. The STARLIMS system provides full laboratory automation and ease of use, supported by secure system management control, complying with the requirements of a regulated environment.

STARLIMS is designed to keep personnel in the lab up-to-date with real-time information. Each user in the organization has unique information requirements, and needs access to dissimilar sets of data based on the user's position and ongoing real time processes. This is where the STARLIMS Dashboard™ is applied. The Dashboard is an intelligent notification and content delivery engine based on user-defined profiles fitted to the specific needs and authority level of each user. The STARLIMS Dashboard is visible on each user's desktop. This tool is extremely useful, because it automatically administering the samples' flow through a defined lifecycle.

The STARLIMS XML-based Graphical User Interface (GUI) offers three configurable zones: the Main Menu zone seen on the left-hand side in **Figure 2** is employed as a menu system that offers restricted access to setup tables, specific functionality and administrative applications; the Life Cycle Options seen on the right-hand side acts as a personalized real-time messaging system that notifies each user about their pending work and presents reminders of upcoming events; the middle zone in **Figure 2** is displaying a set of gauges used to monitor Key Performance Indicators (KPIs). The content of each zone is tied to the Role and UserID of the user so that, for example, **Figure 2** is illustrative of the System viewed by a System Administrator whereas an analyst would experience a substantially reduced set of options as seen in **Figure 3: Example Analyst Screen**, below.

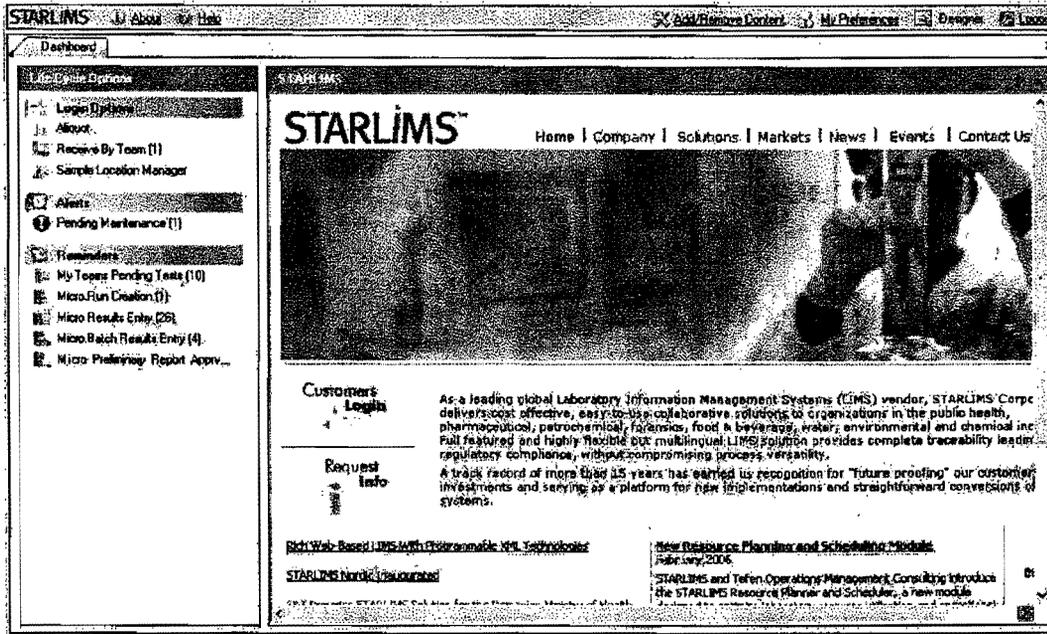


Figure 3: Example Analyst Screen

For many laboratory operations, the proactive nature of the Dashboard completely eliminates the need to query the system or print a report to determine a task or status. The Dashboard components, trees and branches are user-defined and associated with a specified user role. Double clicking a console branch launches a STARLIMS application that is an operation-specific 'view' of the database.

Using these personalization engines, STARLIMS automates messaging and task management alerts such as "Remind me of all the samples assigned to me for testing" or "Alert the lab manager when out of spec". Each of these views is constantly refreshed to present a real-time status on responsibilities and tasks.

STARLIMS Value

STARLIMS' combination of technological innovation together with an open and flexible architectural design, delivers an application that offers an impressive array of value propositions, including:

Shared Vision – Process Modeled – STARLIMS is process-oriented to model the common business processes.

Ultimate Flexibility – STARLIMS provides ready-to-go user-configurable, design tools adaptable by system administrators to easily establish and maintain your laboratories unique requirements. The system allows for upgradeability without the need to recompile any program.

Future Proof – STARLIMS' unique Multiple-Tier architecture is designed to eliminate large periodic re-investments and loss of content experienced during major upgrades. The independence and separation of the technology components from the business rules elements and from the data services, facilitates a complete partition of ongoing development and maintenance tasks. STARLIMS represents a new paradigm in the cost/performance behavior of LIMS applications, it is easier to implement, validate, certify and maintain, thus reducing TCO throughout the LIMS

life cycle.

Ownership at the Point of Use – Lab managers, business unit managers, QA managers and other authorized personnel have the tools to maintain the system (Business Rules) to match their requirements. No vendor intervention is necessary nor do they need to invoke compilers.

Auditable – STARLIMS provides built-in features in the core of the system to ensure on going traceability leading to regulatory compliance. These enhanced tools include an integrated electronic record management module that produces a completely auditable record of all lab resources taking part in a specific analysis (Scientists, Instruments, Standards and SOPs). Together, these ensure that the laboratory meets ISO, CLIA, FDA (21CFR Part 11), EPA, NELAC, OSHA and GaLP requirements and their international counterparts.

Open – STARLIMS' open standard technology and integration power facilitates efficient real time transfer of meaningful analytical intelligence to the enterprise data clients. STARLIMS provides integration opportunities with; statistical packages such as NWA; enterprise resource planning such as SAP certified, JDE and Oracle; process automation systems: AspenTech, Foxboro, Honeywell and ABB; financial packages such as Great Plains; and chromatographic workstations including a certified Waters Empower interface and more, all managed through an internal Data Capture Utility (DCU).

Knowledge Management – STARLIMS' unique ability to use its own or customer-owned tables to store both static and dynamic data enables customers to adopt the latest technology without compromising on functionality, already available in their own homegrown or legacy systems. STARLIMS preserves "best practices" and the substantial investment in the customer's existing knowledge base.

Vendor Track Record – STARLIMS Corporation's primary goal is to provide robust, flexible, easy-to-use, and integrated LIMS solutions to hundreds of labs worldwide and is fully committed to our customers' successful implementations; on-time and on-budget. STARLIMS is a mature and established product, first released as a DOS-based product in 1987, with a major release on average yearly. 20% of the company's income is allocated to continuous R&D.

Enthusiastic User Community – To ensure that current and future enhancements logically serve the evolving market needs, STARLIMS development directions are driven in alliance with customers. STARLIMS users around the world have formed an International User Group led by an executive committee.

Internationally Available Services – STARLIMS solutions are backed by a dedicated technical team with members located in the US, Canada, Europe, Asia Pacific and Latin America. These teams provide local professional services including: system site surveys and analysis, prototyping, system administrator training, system documentation, testing and validation documentation, onsite installation as well as integration with corporate systems and analytical instruments. STARLIMS Corporation enjoys a well-deserved reputation for long term commitment, efficiency, service response times, performance of maintenance contracts and configuration services.

Quality – STARLIMS Corporation has been certified for the ISO 9001:2000 since January 2001. We are committed to the quality process as part of our continuing efforts in providing laboratory information systems that consistently meet our customers' expectations. To assist customers with their regulatory compliance, customer audits are welcome at our development center in Florida.



specifications.

Our standard policy is for the customer to assume responsibility for providing all hardware, the operating system and the database management software.

STARLIMS offers the following software Licenses:

STARLIMS Designer License

The STARLIMS XFD Designer, built to allow authorized users to intuitively configure and make appropriate enhancements and modifications as business requirements change. The Designer makes the underlying complexities and inner workings of the system transparent to the user, and employs a set of easy-to-use design tools to enable system administrators and designers to focus on business rules, rather than on basic system functions such as GUIs and Internet protocols. Using drag & drop design tools, the STARLIMS XFD Designer dynamically creates XML forms containing both layout tags, used in a declarative way for describing the user interface, and JScript.NET code, used to programmatically handle these elements and corresponding events, as well as make remote calls to business logic services located on the server. Communications between the GUI and the business logic are achieved via standard Web services. The integrated Designer is also used for creating Web services made available to third-party client applications for seamless interoperability between enterprise applications and STARLIMS.

The STARLIMS Designer enables organizations to:

- Modify the workflow to fit customer-specific business needs
- Change the way the software functions
- Add or edit tables
- Modify existing relationships
- Add or edit windows

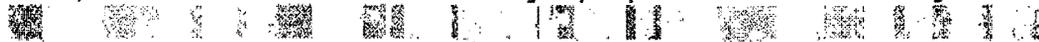
Concurrent User Licenses

The STARLIMS Concurrent Full-User License provides an individual user full access to all STARLIMS functions and wizards at the same time as a permitted number of other users in the customer's organization that are located in the same country or time zone. Additional industry or platform specific software suites detailed below are offered on a site-license basis.

Often, laboratory data users do not work out of the main laboratory. STARLIMS's ability to transmit and receive data and sample information beyond the physical walls of the laboratory allows for enhanced efficiency and data utility at a cost-effective price. The STARLIMS Concurrent Data-User License allows an individual lab-data consumer to view analytical services provided by the lab, view sample status, print COAs or invoices at the same time as the permitted number of other users in the LICENSEE's organization.

ORION Rhapsody Runtime Site License

The Rhapsody Integration Engine is a subset of Orion Symphonia tools and brings added functionality such as queuing, routing, guaranteed delivery, encryption, monitoring, direct connectivity with databases etc. STARLIMS employs Orion's Rhapsody as an embedded engine to manage Interfaces and routing between multiple applications across many platforms. The Rhapsody runtime server license provides up to six separate pathways for inbound/outbound messages.





STARLIMS™ Version 10 Scientific Document Management Site License

The STARLIMS-integrated Scientific Document Management System (SDMS) provides scientists with the capability to automatically capture and parse relevant instrument data files and documents, transform unstructured data into XML and extract key words or other metadata. The STARLIMS SDMS offers workflow management for both structured and unstructured data within a single repository, minimizing the inefficiencies of alternating between multiple applications. This site license is limited for use at one designated location and on one server, and allows access to licensed STARLIMS concurrent users only. Additional concurrent users for the SDMS maybe purchased separately. STARLIMS SDMS is a "Designed-for-EMC®-Documentum®" accredited solution.

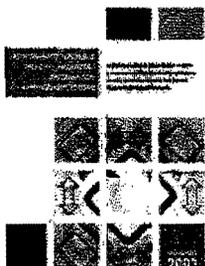
Maintenance Contracts

STARLIMS maintenance contracts provide customers remote support and software updates on a regular basis, ensuring that systems remain current and equipped with the latest technological and functional developments. STARLIMS has built-in backward compatibility, so that customers' investment in internal logic is never compromised.

Professional Services

The STARLIMS professional services team follows industry best practices, as defined by the Project Management Institute's 'Project Management Body of Knowledge' (PMBOK 2000) and the ISPE's Good Automated Manufacturing Process (GAMP4) guide for validation of automated systems. Services are generally site-specific, involving several iterations between the client and the STARLIMS professional services team. Issues typically addressed include: Modifications to existing test workflows, instrument interfacing for automated run scheduling and data collection, site-specific reporting, and interfacing LIMS with internal or external business systems and applications.

STARLIMS Supports APHL 16 Business Processes



The STARLIMS System in this Proposal is specifically designed to reflect the sixteen common business processes identified in the APHL and Public Health Informatics Institute (PHII) (www.phii.org) 2003 publication, "Requirements for Public Health Laboratory Information Management Systems" analysis of LIMS requirements. STARLIMS Corporation is engaged with more than 20 Federal, State, Regional and Municipal Public Health organizations to provide enterprise level solutions that conform to the APHL model. STARLIMS Corporation approaches State Public Health Laboratory projects in the same collaborative spirit that animated the original

APHL/PHII LIMS requirements analysis. STARLIMS is committed to providing timely updates and enhancements.

Receiving and Test Processing

STARLIMS enables an unlimited number of sample receiving methods. STARLIMS supports manual and electronic entry of sample information. For electronic entry, STARLIMS supports HL-7 through integration of the embedded Rhapsody message broker and provides the STARLIMS Data Capture Utility (DCU), a graphical tool used to create parsing routines that extract sample information from other formatted files.



STARLIMS supports central- and individual-laboratory receiving.

STARLIMS supports configurable login screens to accommodate, for example, the differences between samples. Each login screen has its own set of configurable tabs that ensure staff are presented with the appropriate forms for each sample type and each Testing program. For example, **Figure 5** displays different buttons and tab sets and the Metadata tabs display sample-specific forms.

The screenshot shows the STARLIMS web interface. At the top, there are navigation tabs: 'Dashboard', 'Environment Login', 'My Preferences', 'Logout', and 'Logout'. Below this is a 'Folder List' section with buttons for 'Add', 'Delete', 'Copy', 'Add Sample Group', 'Refresh', 'Edit Login', 'Print Labels', and 'Cancel Folder'. A table below these buttons has columns for 'Status', 'Folder', 'Reference #', and 'Description'. The 'Sample List' section below it has buttons for 'Add', 'Delete', 'Copy', and 'Edit Metadata'. It also has a table with columns for 'Status', 'Sample #', and 'Description'. To the right of these lists are two main form panels. The top panel is for 'Received Date' (4/19/2007), 'Time' (07:43), 'Client ID' (ARLABS), 'Project #' (GENERAL), 'TAT' (TODAYS), and 'Notes'. The bottom panel is for 'Collection Date' (4/19/2007), 'Collection Time', 'Sample Desc' (Horse water sample), 'Chlorine', 'pH' (6.9), and 'Temp' (68).

Figure 5: Example Login Form

STARLIMS supports the use of bar code readers and printers.

STARLIMS supports multi-discipline and multi-laboratory environments and provides many options to defining the workflows associated with sample preparation and sample analysis. STARLIMS' philosophy is that analytical workflow definition processes should be accessible to the people most affected – laboratory staff. To this end, STARLIMS provides many tools to guide laboratory staff; many do not require IT assistance. For example, STARLIMS provides the Test Workflow tool seen in **Figure 6** below. This tool allows authorized staff, say, Section Leaders, to define the major building blocks for analytical and preparation Tests including the manner in which batches are created, the review/approval steps and triggered events (reflex tests, confirmation tests, alerts, etc.). Tests can be assembled into Test Plans and Profiles so that multiple Tests can be ordered automatically depending on sample type, client, project and source.

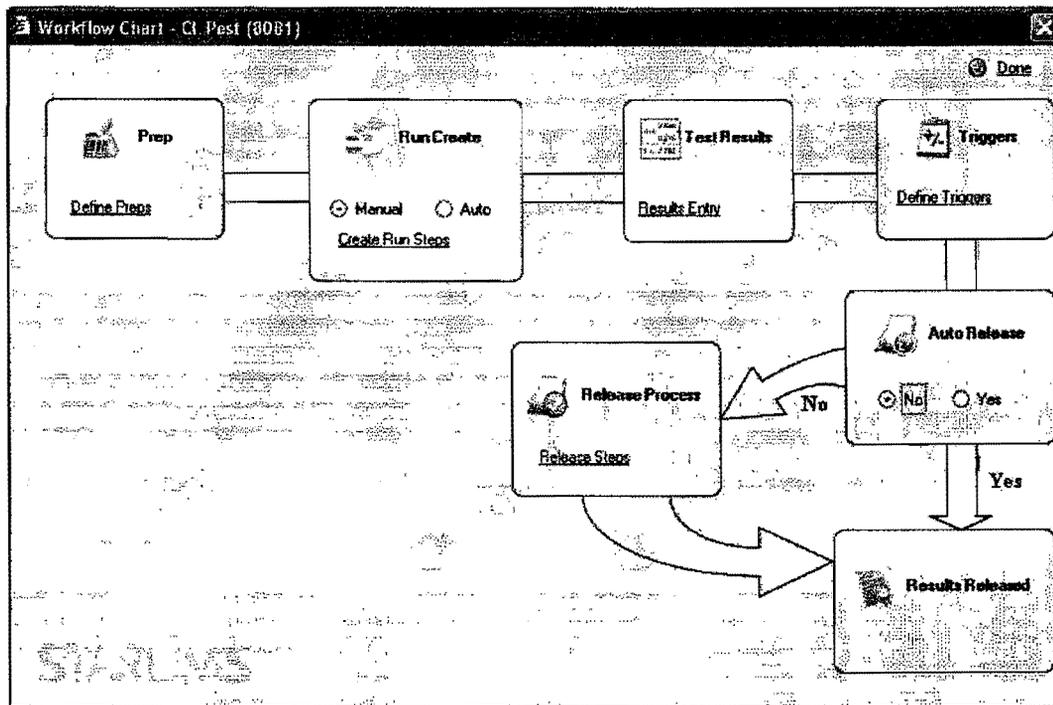


Figure 6: Test Workflow Tool

Tests are organized into Libraries. **Figure 7** below displays the Test Manager application within an example of a Test Library named 'ENV-ORGANIC' focused on the 'CL Pest (8081)' Test in the upper window and its list of Analytes in the lower window.

The Test Manager allows the customer to define a wide range of Test behaviors including simple, single-analyte Tests (e.g. pH) with little or no workflow settings to more complex multi-analyte Tests (e.g. VOC) to complex workflow Tests involving several steps (preparation, reflex, confirmation, etc.) to very complex Tests that take place over long periods of time and may present many branches (microbiology). Test Manager is used to establish baseline specifications, to identify reagents consumed, to associate matrices and to set baseline flags related to batch creation and approval.

STARLIMS supports all types of results fields: numeric, character, pick list, and file. When using a file, STARLIMS can use OLE settings to automate the insertion of, for example, an EM micrograph into an MS Word document template.

Each Test Analyte can be associated with its own set of calculations, validation constraints, the use of numeric and character results fields and can be used to trigger other STARLIMS system events. The final result can be character-based determined by the outcome of calculations. For example, the final result could be 'Equivocal' based on calculations using the OD values from a plate reader.

STARLIMS also provides an Electronic Notebook interface that prompts users to input specific data and calculates the final result – a feature extremely useful with complex formulae.

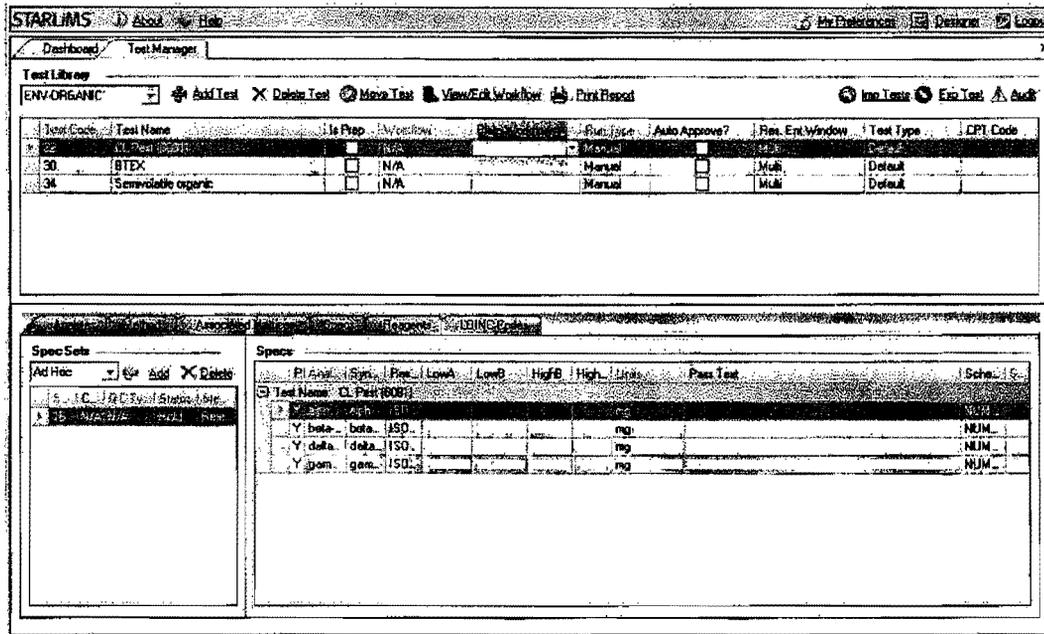


Figure 7: Test Manager

Tests are associated with Results Entry screens. The following Figures (Figure 8 through Figure 11) display some typical Results Entry screens. Some of these screens are waiting to import data directly from instruments.

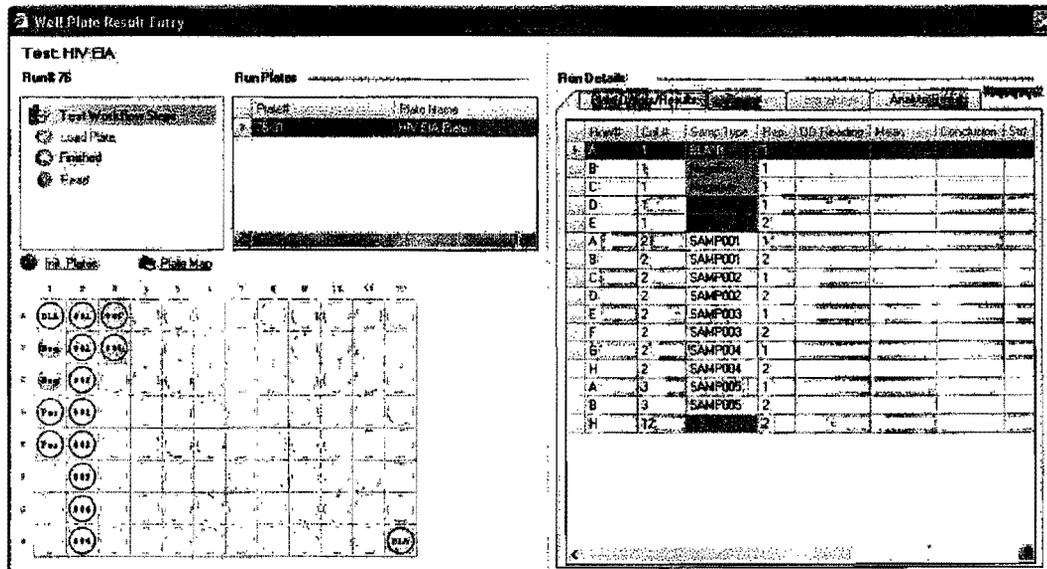


Figure 8: Results Entry Plate Reader

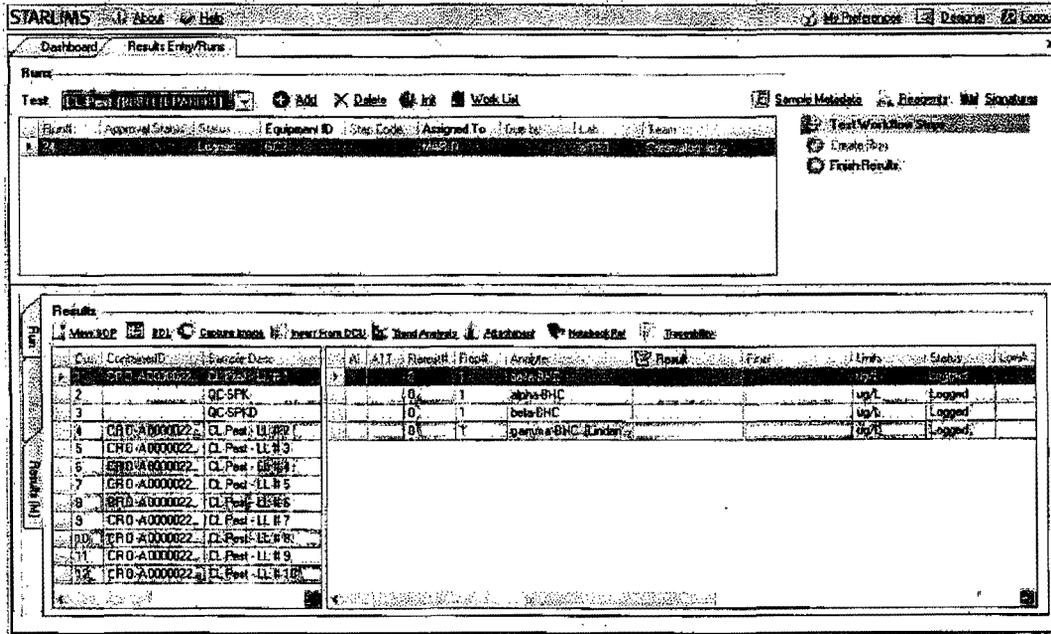


Figure 9: Results Entry Chromatography

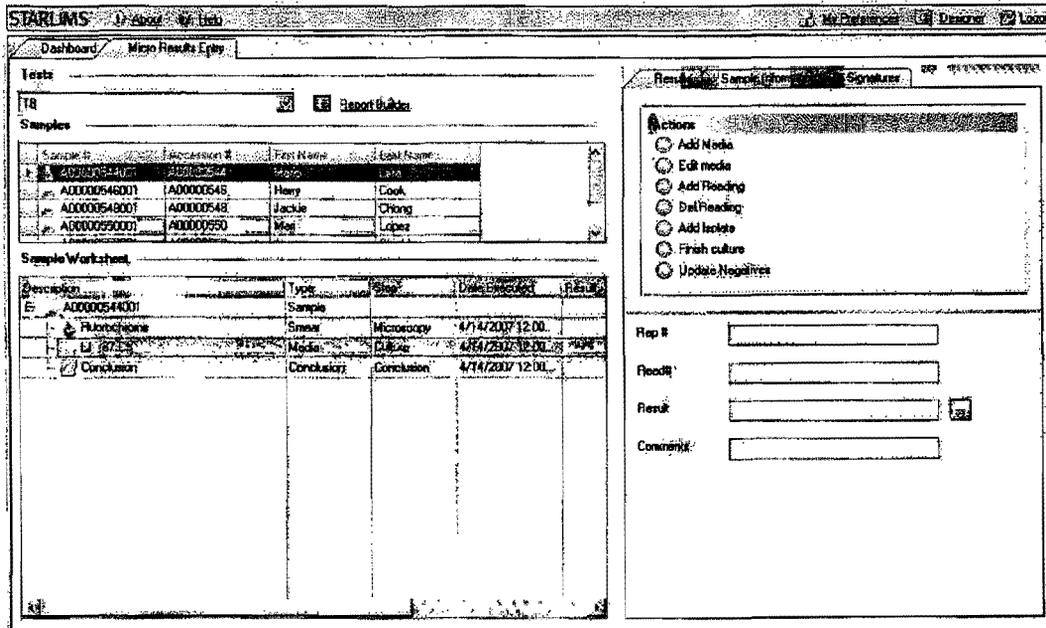


Figure 10: Results Entry Microbiology

Form Editor: K value method

Determination of K-Value of PVP

Sample Weight * 1-decimal water content%2 **Concentration**
 Concentration

Flow rate of PVP solution / Flow rate of Water **resl**

$$K = \frac{\sqrt{500 \log_{10} \frac{C}{C_0} + (C + 1.5C \log_{10} \frac{C}{C_0})^2 + 1.5C \log_{10} \frac{C}{C_0}} - C}{0.15C + 0.003C^2}$$

STARLIMS 7101.6500K

Figure 11: Results Entry Electronic Notebook

Once results are entered, STARLIMS supports multiple levels of review and approval. Review and approval processes can be set for each test, each batch, each Team (Figure 12) and for each sample.

STARLIMS | Dashboard | Approval By Team

Batch Release All
 Batch Release In Scene
 Release Selected Records

Drag a column header here to group by the column.

Field ID	Team	Status	Release Status
A0000041	Chromatography	Done	
A00000415	Chromatography	Done	

View: Sample Tests Attachments Incomplete Filter

Drag a column header here to group by the column.

Step	Order	Batch	Result	Unit	Status	High	High B	Low
1	1	A0000041001	0.001	0.00	up/L	Done	0.005	
1	1	A0000041001	0.001	0.00	up/L	Done	0.005	
1	1	A0000041001	0.006	0.00	up/L	Done	0.005	

Figure 12: Review by Team

Reviewer options depend on the settings for the Test. In this case, the reviewer can

release the results and order a Retest. The reviewer can also launch the Traceability Application (Figure 13) to view all QA/QC information related to these results.

The screenshot shows the 'Traceability' application window. It is divided into several sections:

- Top Left:** A 'Samples' section with a search bar and a table of sample details. The table has columns for 'Sample ID', 'Method', 'Lab', 'Field No.', 'Date', and 'Sample Desc'. One row is visible with 'STARLIM' in the Method column.
- Top Right:** A 'Results' section with a 'View Results' button and a table of analytical results. The table has columns for 'Analyte', 'Result', 'Unit', 'Revised', and 'Status'. Three rows are visible for 'alpha-BHC', 'beta-BHC', and 'gamma-BHC', all with a 'Done' status.
- Bottom Left:** A circular graphic with text around the perimeter, possibly representing a laboratory seal or logo.
- Bottom Right:** A 'Signatures' section with a table of user actions. The table has columns for 'Step Code', 'User Code', 'Signature', 'Date', and 'Time'. Three rows are visible: 'Recv In Lab' (BRL, BI Cohen, 4/11/2010, 22:45), 'Done Testing' (MARID, Mono Camchong, 4/11/2010, 22:53), and 'Release Test' (BRLKA, Mike Luechauer, 4/11/2010, 22:56).

Figure 13: Traceability Application

Workflow definitions are also used to establish baseline reporting parameters: report format(s), report delivery method(s) and reporting target(s).

STARLIMS' pro-active and event-driven nature is critical to Laboratory Test Processing operations. The Life Cycle Options zone on the GUI provides personalized on-screen information that alerts users to their work. They do not need to query the System or search for work. The System delivers it to them. The on-screen information displays the type of work and the quantity involved. Figure 14 below shows a typical GUI for an analyst (Chris). The Reminders section of the Life Cycle Options zone shows that Chris has ten (10) My Teams Pending Tests operations waiting and four (4) Micro Batch Results Entry operations pending.

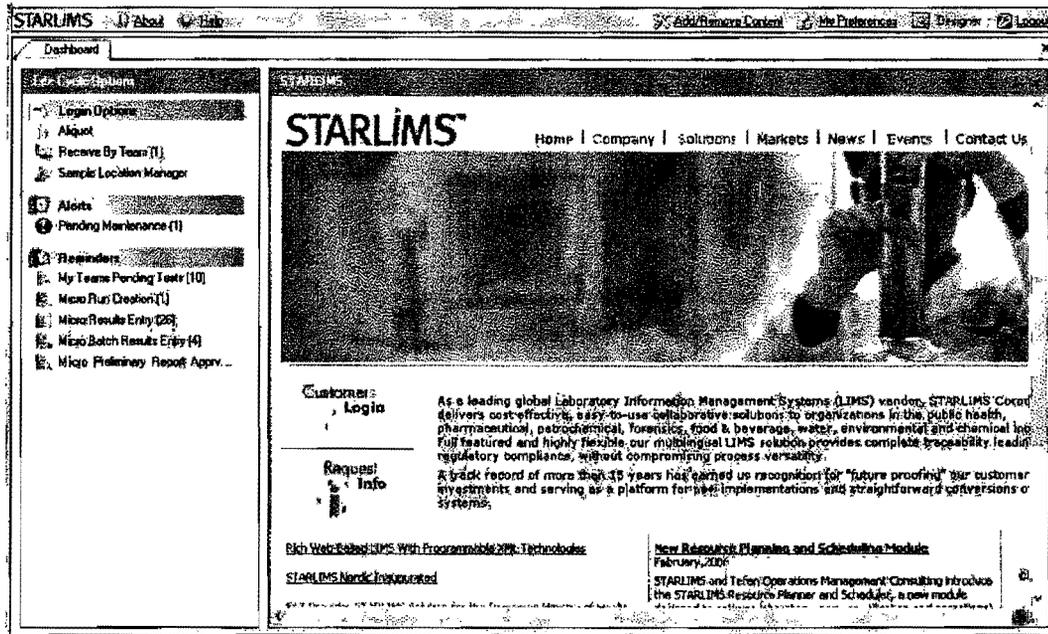


Figure 14: Analyst View

STARLIMS monitors workload based on settings in the Test Capacity Definitions Application (Figure 15). Capacity is defined in all areas of the analytical process based on each Test and Site. STARLIMS provides a near-real-time Gauge that responds to the settings in this application. Settings at the Test level identify candidate outsource laboratories. Reminders and Alerts lead staff to create and monitor outsource shipments.

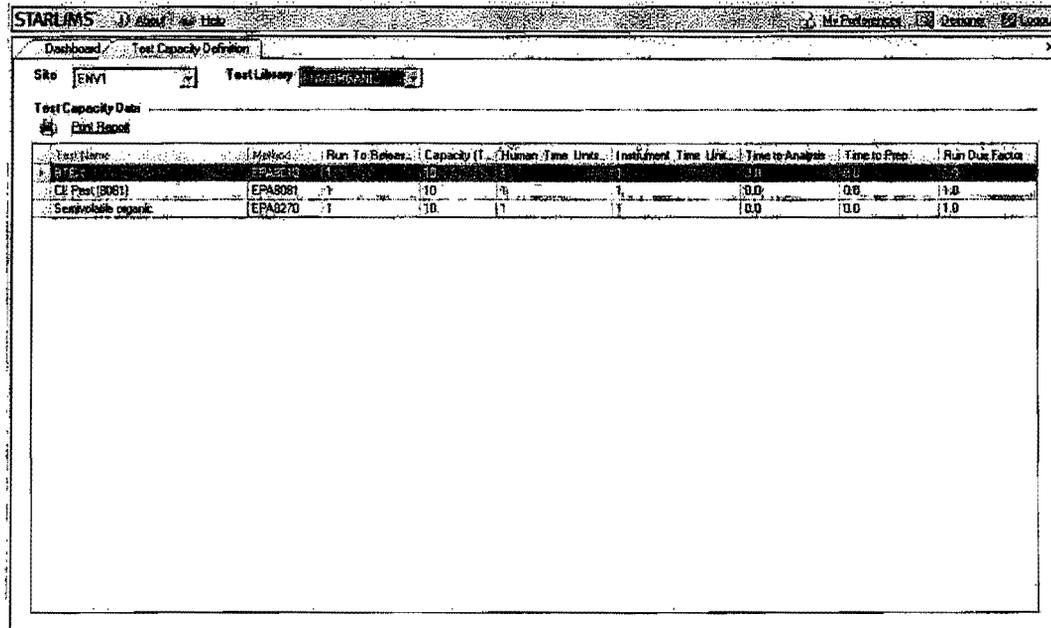


Figure 15: Workload Capacity

Test Scheduling and Assignment

Many of Test Scheduling and Assignment operations are handled automatically using base-line settings at the Test, Test Plan and Client Project levels. STARLIMS supports automated and manual work assignment to staff and instruments. Automated assignment requires no input. Manual input is typically handled at the batch creation mode. In **Figure 16**, the user is assigning the batch to one of the available analysts.

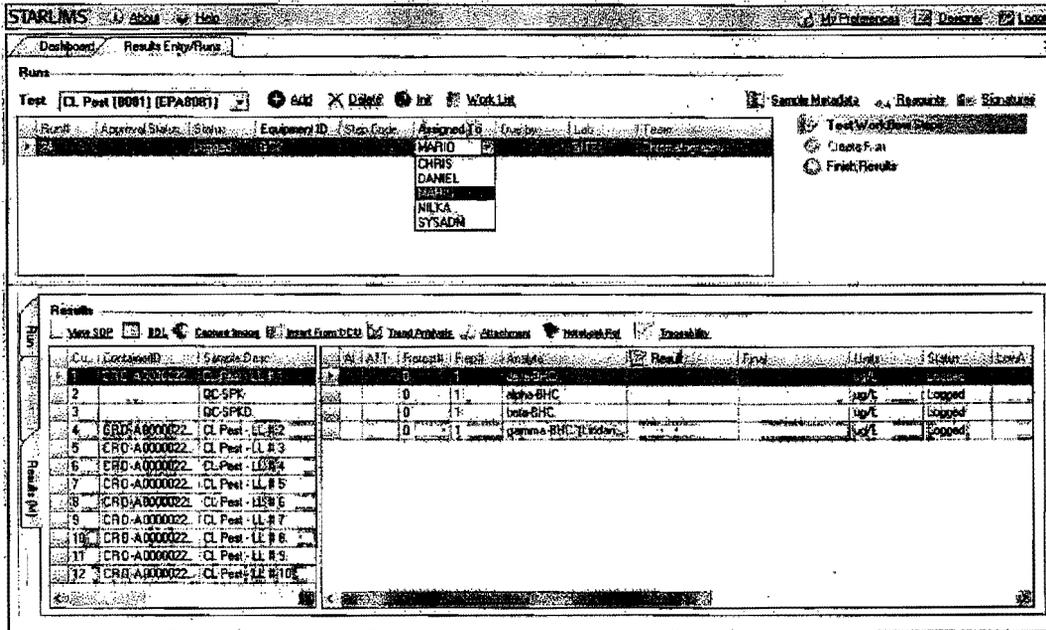


Figure 16: Assigning Batch

Specimen Collection Pre-scheduling

Pre-scheduling sample collection is often associated with environmental samples. Environmental samples can be pre-scheduled based on Client Projects (Figure 17) to create Sample Groups, assign Tests, define collection containers, etc. The Scheduler (Figure 18) permits single and recurring events.

The screenshot displays the STARLIMS software interface for Client Projects. It is divided into several sections:

- Client ID:** 10030 - SWS Kingston Lab
- Projects:** A list of projects including:
 - Hyd - Hydrology - CRV
 - Lim - Limnology - EAE Routine
 - Lim - Limnology - EAE Supplemental
 - Env - Limnology - EAW Routine
 - Lim - Limnology - EAW Supplemental
 - Env - Limnology - EAE Operations
 - Lim - Limnology - EAW Operations
- Project Sample Groups:** A table showing sample groups with columns for Sample Group, Send to, Desired T, Sample Kit, Sampling Services, Other Service, User Price, Kit, and Name.

Sample Group	Send to	Desired T	Sample Kit	Sampling Services	Other Service	User Price	Kit	Name
EAE Routine	KNS	7 DAYS	Y	Y		0.00	1	Coal... Login
EAE Routine	KNS	7 DAYS	Y	Y		0.00	1	Coal... Login
- Samples:** A table listing individual samples with columns for Sample ID, Category, Draw Type, ID, Client Sample ID, Flat Price, Spec. N, Spec. T, Metadata Template, and Reference #.

Sample ID	Category	Draw Type	ID	Client Sample ID	Flat Price	Spec. N	Spec. T	Metadata Template	Reference #
002	N/A	Limnology	45	5 - Bottom	0.00	1325	Default		
003	N/A	Limnology	44	5 - 3in	0.00	1325	Default		
004	N/A	Limnology	44	5 - Middle	0.00	1325	Default		
005	N/A	Limnology	44	5 - Bottom	0.00	1325	Default		
006	N/A	Limnology	28	4 - 3in	0.00	1325	Default		
- Tests:** A table listing tests with columns for Profile, Test Name, Cont. Code, Contain, Qty, TAT, Price, and Test Plan.

Profile	Test Name	Cont. Code	Contain	Qty	TAT	Price	Test Plan
Default	Apparent Color	0045	200ml_BACTI	1	7 DAYS	0.00	Limnology
Default	Chlorophyll a - HFCC	0042	1L_CHLORO	1	7 DAYS	0.00	Limnology
Default	Fecal Coliform - NPTC	0046	250ml_BACTI	1	7 DAYS	0.00	Limnology
Default	NOx	0047	250ml_SRP_NOx	1	7 DAYS	0.00	Limnology

Figure 17: Client Projects

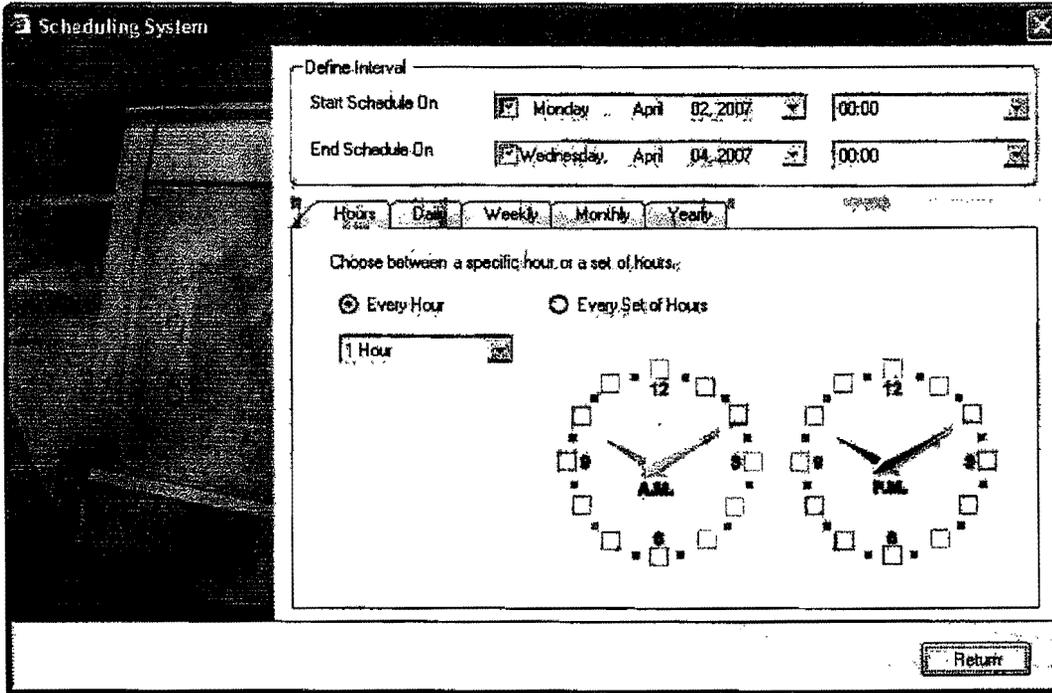


Figure 18: Scheduler

Sample Tracking and Chain-of-Custody

STARLIMS provides applications to setup and maintain storage facilities, a centralized Storage Location Manager (Figure 19) to facilitate the transfer, movement and disposal of one or many samples and a Traceability Application (Figure 13) that displays all tracking events for each sample.

STARLIMS About Help

Dashboard Sample Location Manager

Sample/Retain Containers

Search Change Custody Pending/Disposal Request Discard Selected CDC Report Move to Other Location

Container ID	Location	Freezer	State	Item ID	Discard Date
CRD-AD0000159018-N/A-001	In lab		Logged		
CRD-AD0000159019-N/A-001	In lab		Logged		
CRD-AD0000159020-N/A-001	In lab		Logged		
CRD-AD0000226001-N/A-001	Freezer 02		Logged		
CRD-AD0000226002-N/A-001	Freezer 02		Logged		
CRD-AD0000226003-N/A-001	Freezer 02		Logged		
CRD-AD0000226004-N/A-001	Freezer 02		Logged		
CRD-AD0000226005-N/A-001	Freezer 02		Logged		
CRD-AD0000226006-N/A-001	Freezer 02		Logged		
CRD-AD0000226007-N/A-001	Freezer 02		Logged		
CRD-AD0000226008-N/A-001	Freezer 02		Logged		
CRD-AD0000226009-N/A-001	Freezer 02		Logged		
CRD-AD0000226010-N/A-001	Freezer 02		Logged		

Custody Records

Container	Location	Freezer	State	Date	Time	Action
MARID	Freezer 01			4/13/2007	11:40	Move

Figure 19: Sample Location Manager

Material Management

STARLIMS provides a Materials Management (Figure 20) application to establish the baseline settings for laboratory materials. Materials are organized by Material Type, a customer-configurable set of values. These typically include media, standards, reagents and other consumables. The Materials Manager also maintains settings for safety information (and links to MSDS data), recipes and instructions.

The screenshot displays the STARLIMS Materials Manager interface. At the top, there is a navigation bar with 'Dashboard' and 'Materials Manager' tabs. Below this is a 'Material List' table with the following data:

Material Type	Material Name	Diagnostic Site	Need QC	Identify Item
Media	ADM MEDIA FOR MYCOLOGY	ENV1	<input type="checkbox"/>	<input type="checkbox"/>
Media	AESCUJIN AGAR FOR B. SUBTILIS	ENV1	<input type="checkbox"/>	<input type="checkbox"/>
Media	AESCUJIN BROTH WITH INSERTS	ENV1	<input type="checkbox"/>	<input type="checkbox"/>
Media	AESCUJIN SLANTS	ENV1	<input type="checkbox"/>	<input type="checkbox"/>
Media	Agar 0.1%	ENV1	<input type="checkbox"/>	<input type="checkbox"/>

Below the table is the 'Materials General' form for 'ACETATE/SODIUM ACETATE DIFFERENTIAL AGAR'. The form includes the following fields and options:

- Material Name:** ACETATE/SODIUM ACETATE DIFFERENTIAL AGAR
- Material Type:** Media
- Container?
- Measurement Unit:** g
- Order Flag:** Internal
- Track Inventory on Order
- Receipt Flag:** N/A
- Other ID 1:** [Empty]
- Other ID 2:** [Empty]
- Applications:** [Empty]

On the right side of the form, there is a 'Synonyms' section with 'Add' and 'Delete' buttons and a text area for entering synonyms.

Figure 20: Materials Manager

Inventory Control Including Kits & Forms Management

The Inventory Manager (Figure 21) maintains the inventory of monitored and manufactured items, receives and fulfills orders, ships orders, prints labels, manages the quarantine of items, establishes low-limit warning levels, tracks the quantities of manufactured items (e.g. kits, media, working standards and QCs), enables billing for items and establishes the item receipt protocol.

Figure 21: Inventory Manager

General Laboratory Reporting

STARLIMS uses Crystal Reports to design and produce form-based reports. STARLIMS provides more than 30 standard reports ranging from labels and worklists to general results reports. Every customer has specific reporting requirements. STARLIMS provides mentoring and tutoring so that staff will be able to modify existing reports and build new reports as needs change.

STARLIMS supports electronic reporting by developing interfaces to external applications.

Billing for Laboratory Services

STARLIMS supports billing through a comprehensive Invoice Manager (Figure 22). STARLIMS supports billing based on Work Time Units, Tests and services. STARLIMS also supports billing for kits. STARLIMS supports internal and external billing. STARLIMS can also identify 3rd party billing.

STARLIMS can perform the billing and maintain payment history to reconcile payments with invoices and/or exchange information with a financial system. Every STARLIMS client has a unique set of requirements associated with billing.

The screenshot shows the STARLIMS Invoice Manager interface. At the top, there are navigation tabs for 'Dashboard' and 'Invoice Manager'. Below this, there are filters for 'To be Invoiced' and 'To be Released'. The main area displays a table of invoices with columns for Client, Account Name, Invoice #, Invoice Date, Status, Total, Amount Paid, Client Balance, and Payment Status. Below this, there is a section for 'Invoice Details' showing a grid of line items with columns for Order #, Item #, Description, Price, and other details.

Client	Account Name	Invoice #	Invoice Date	Status	Total	Amount Paid	Client Balance	Payment Status
ABLBS	ABLBS	1000001	4/12/2007	Not Paid	0.00	0.00	100.00	Pending
CTPHL	CTPHL - Connecticut D.	1000004	4/12/2007	Not Paid	40.50	0.00	171.50	Pending
CTPHL	CTPHL - Connecticut D.	1000005	4/12/2007	Not Paid	40.50	0.00	171.50	Pending
ABLBS	ABLBS	1000006	4/12/2007	Not Paid	100.00	0.00	100.00	Pending

Order #	Item #	Description	Price	Price after Disc	Tax	Disc %	Quantity	Subtotal	Disc	Status
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.
A000002	A00000	TEST CL Post	30.00	30.00	0	0	1	30.00	0	Not Pl.

Figure 22: Invoice Manager

Clients, Projects, Programs, Contracts and Grant Management

Programs, Grants and Contracts are managed in the Clients Projects application (Error! Reference source not found.).

Training and Certification

STARLIMS provides an Analysts-Certifications application (Figure 23) to manage the certifications of each staff member and to set the expiration date. STARLIMS use the System Alerts to notify the appropriate staff members when each certification is about to expire. STARLIMS also enables the customer to define and schedule courses and other training events (Figure 24). Once scheduled, these too appear on the affected User's Alerts.

Personnel

- ALDIA
- ALEXZ
- ANDREW
- ANNYMOORE
- BILL
- CANITA
- CHRS
- CLIN
- GOSMIN
- DANIEL
- DANIELM
- DIDDY
- ENVL
- FLAVIUS
- FLAVIUS2
- FRED
- FT
- JOHN
- LABCERT
- LEVB
- MARIO
- MARK
- NATHAN
- NILKA
- EDVROU
- PABLO
- RAZVAN

Personal Details

Signature: [input field]
 Email: [input field] chris@starlms.com
 Phone: [input field]

Certifications

Edit Methods
 Attach Certificate
 View
 Request Recertification
 Certify

Status	Item Name	Method	Auto Certify	Certified On	Expiry Date	Comment	Reference
Certified	Chromatography	2007.02.14	<input checked="" type="checkbox"/>	2/15/2007	1/7/2010		

Figure 23: Analysts Certifications

Course Schedule

Search

April 2007

Course Name	Enroll Date	Location	Section	Teacher
Chromatography	2007.02.14			
Chromatography	2007.02.14			

Participants

Status	User Code	Has STAR	Score	Days of Training	Trainee Rating	Exercise Rating	Presentation Rating	Comments
Invited	ANDREW		0	0	0	0	0	
Invited	PABLO		0	0	0	0	0	

Figure 24: Training Schedule

Quality Control & Quality Assurance Management

In addition to the QA/QC items already discussed, including Analyst Certification, Training Courses, Inventory of monitored items (Lot IDs, expiration date, etc.) and Chain of Custody and the Traceability Application, STARLIMS provides comprehensive Equipment Management. Sorted by Team, the Equipment Manager (Figure 25) maintains general asset registry information including the schedule for

multiple types of events and service contract information with an additional tab to record information about major components. The Maintenance tab is used to provide access to maintenance records (Figure 26). The Tests and Standards tab (Figure 27) is used to identify the Test(s) (and associated standards) performed with the instrument. This tab also provides access to calibration files, QC files and QC trend analysis (Figure 28: QC Trend Chart). The Load List tab and DCU (Data Capture Utility) tab (Figure 29) are used to establish the file formats to export batch lists to the instrument and import results from the instrument, respectively.

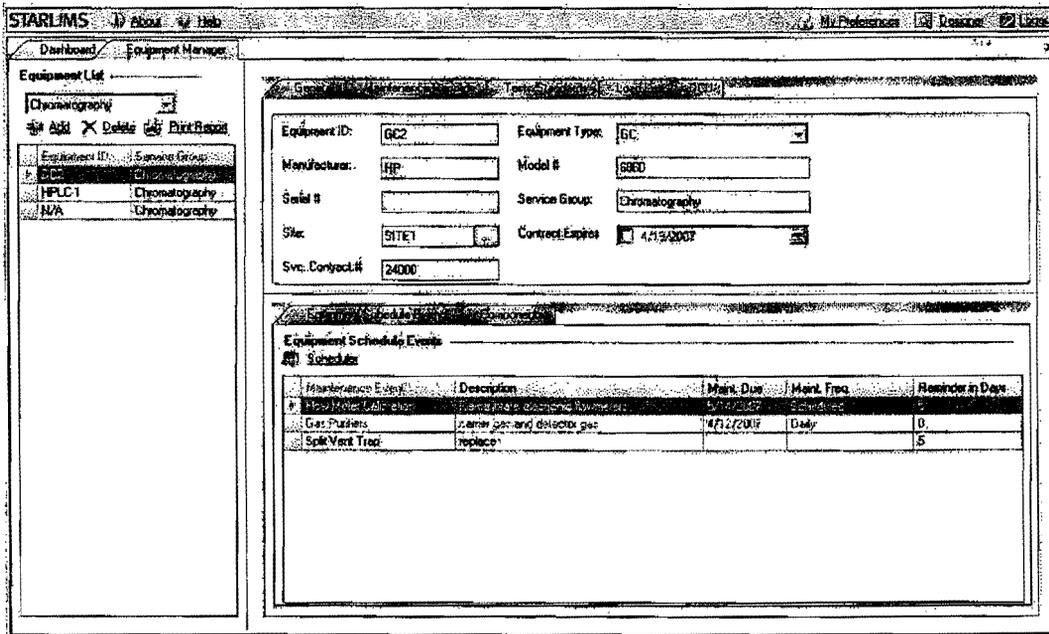


Figure 25: Equipment Manager

STARLIMS (D) About Help Preferences Database Logout

Dashboard Equipment Manager

Equipment List

Chromatography

Add X Delete Print Report

Equipment ID	Service Group
002	Chromatography
HPLC-1	Chromatography
N/A	Chromatography

Maintenance Records

Done Finished

Maint. Equip.	Status	Open Date	Open Time	Open Period	Open Period	Created By	Maintenance D.	Maintenance T.
Gas Purifier	Done	4/11/2007	12:20	Substituted	Water usage	MARIB	4/11/2007	10:27
Gas Purifier	Done	4/5/2007	10:51	Routine		NILKA	4/5/2007	10:55
Flow Meter	Done	4/5/2007	10:51	Routine		NILKA	4/5/2007	10:56
Flow Meter	Done	4/4/2007	16:34	Scheduled		MARIB	4/4/2007	16:34
Gas Purifier	Done	4/4/2007	16:33	maintenance		MARIB	4/4/2007	16:33
Gas Purifier	Done	3/29/2007	13:53	Routine		NILKA	3/29/2007	13:53
Gas Purifier	Done	3/29/2007	12:56	Scheduled		MARIB	3/29/2007	12:57
Flow Meter	Done	3/29/2007	12:56	Scheduled		MARIB	3/29/2007	12:56
Flow Meter	Done	3/26/2007	18:36	Scheduled		NILKA	3/26/2007	18:36
Gas Purifier	Done	3/26/2007	11:19	Cleaning		SYSADRS	3/26/2007	11:14

Figure 26: Equipment Maintenance Records

STARLIMS (D) About Help Preferences Database Logout

Dashboard Equipment Manager

Equipment List

Chromatography

Add X Delete Print Report

Equipment ID	Service Group
002	Chromatography
HPLC-1	Chromatography
N/A	Chromatography

Test List

Add Calibration View Calibration Curve Edit Calibration Results

Test Name	Method	Calibration	Plate Code
GC Post (029)	SEPA006	18-2007001	0

Standards/QC Samples

Add/Edit Standards QC Samples Positions

QC Type	Inventory ID	Multiple
QC-CAL1	148	1
QC-CAL2	148	2
QC-CAL3	148	3

Standard Components

Add Inventory Edit Control Chart

Analysis	Amount	Units
beta-BHC		
cis-to-BHC		
gamma-BHC (Ethyl)		

Figure 27: Equipment Tests & Standards

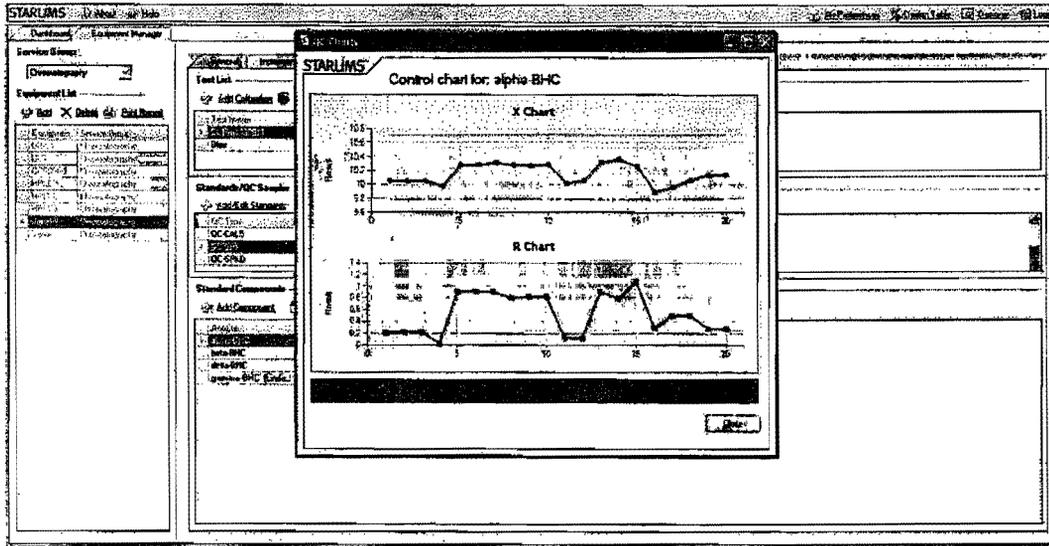


Figure 28: QC Trend Chart

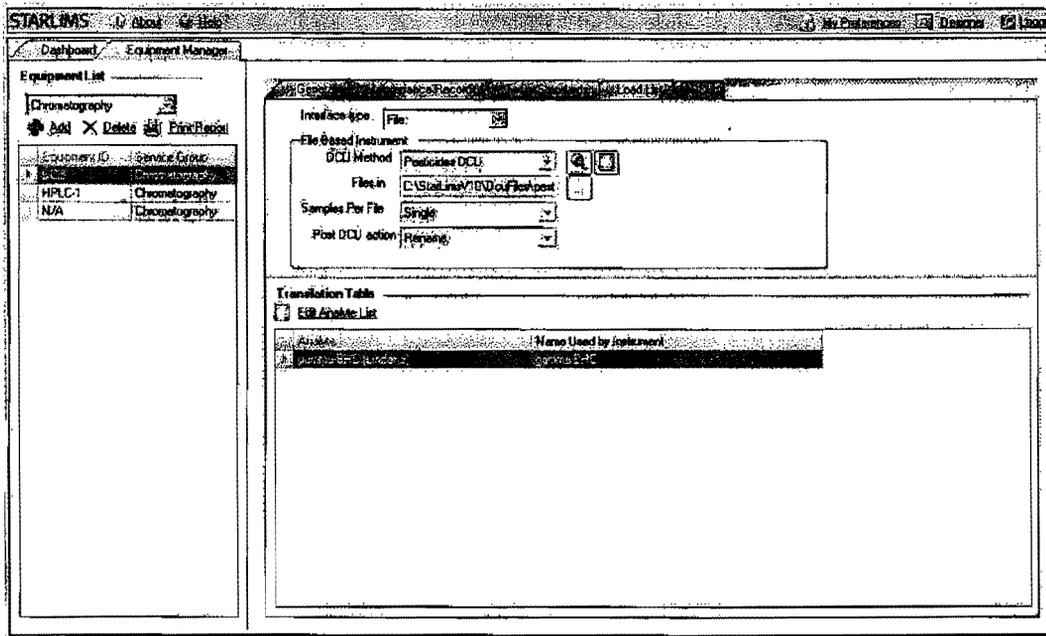


Figure 29: Equipment DCU

Scientific Data Management System (optional)

The STARLIMS solution is unique in that it integrates LIMS data and SDMS documents into a single web-based platform. Much of the data created in science-centric organizations is unstructured and not typically managed in a consistent fashion, making it difficult to implement systematic procedures necessary to ensure regulatory and legal compliance. The STARLIMS SDMS module enables organizations to capture, parse, search, manage, share and archive scientific documents. Such documents may include SOPs, research reports, spreadsheets, product specifications,

instrument output files and more. The information extracted from these documents is stored in STARLIMS's unified platform, and managed with the same control as structured LIMS data has been. In addition, the documents are archived and managed in the same platform as the LIMS data, enabling unified searches and eliminating the inefficiencies of multiple data repositories. Typical uses include:

- Collaboration of documents and files with version control and audit trail of changes, e.g. SOPs, research reports and specifications management
- Instrument integration through processing of instrument files
- Production of laboratory documents, e.g. Certificates of Analysis

The SDMS creates templates to process incoming files. Templates are designed to recognize placeholders, key words, graphic elements and tables. For example, in **Figure 30: Building SDMS Template**, the operator has highlighted the key words, the chromatogram and the results table for a new template using an exemplar chromatography output report.

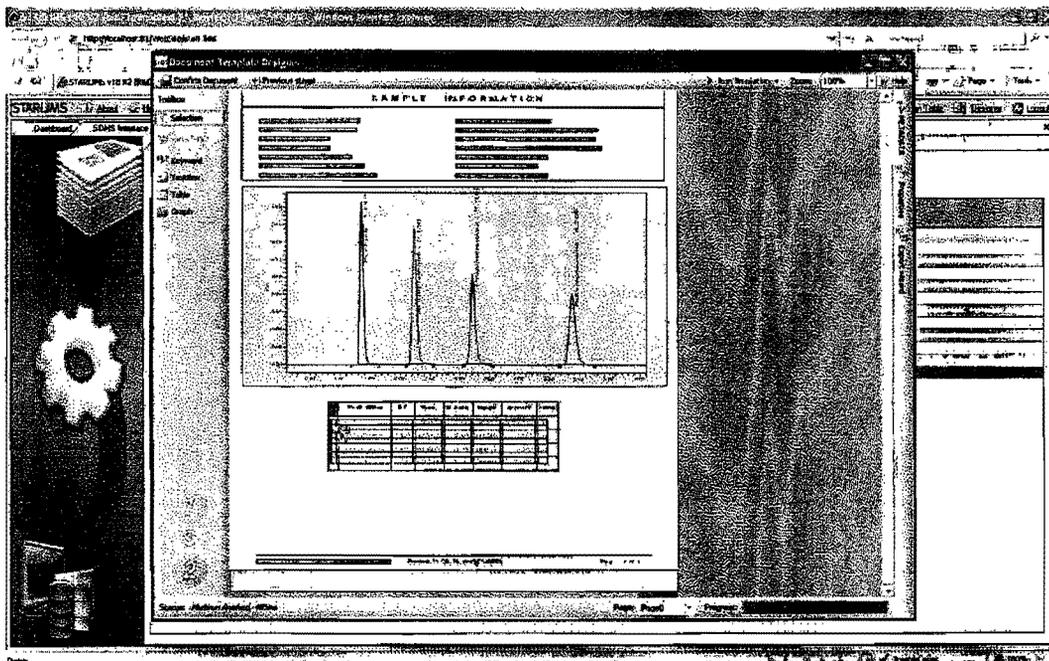


Figure 30: Building SDMS Template

Once the template is built, the SDMS uses Artificial Intelligence algorithms to identify the text, graphics and tables within target files. The SDMS extracts the data to the appropriate data elements within STARLIMS and stores the target file (with full change control).

The SDMS also can apply workflow rules to any document or file managed by the system. The graphical Workflow Designer is used to build a workflow route for the document/file. The STARLIMS Console provides each user with reminders of incoming files that require their attention.

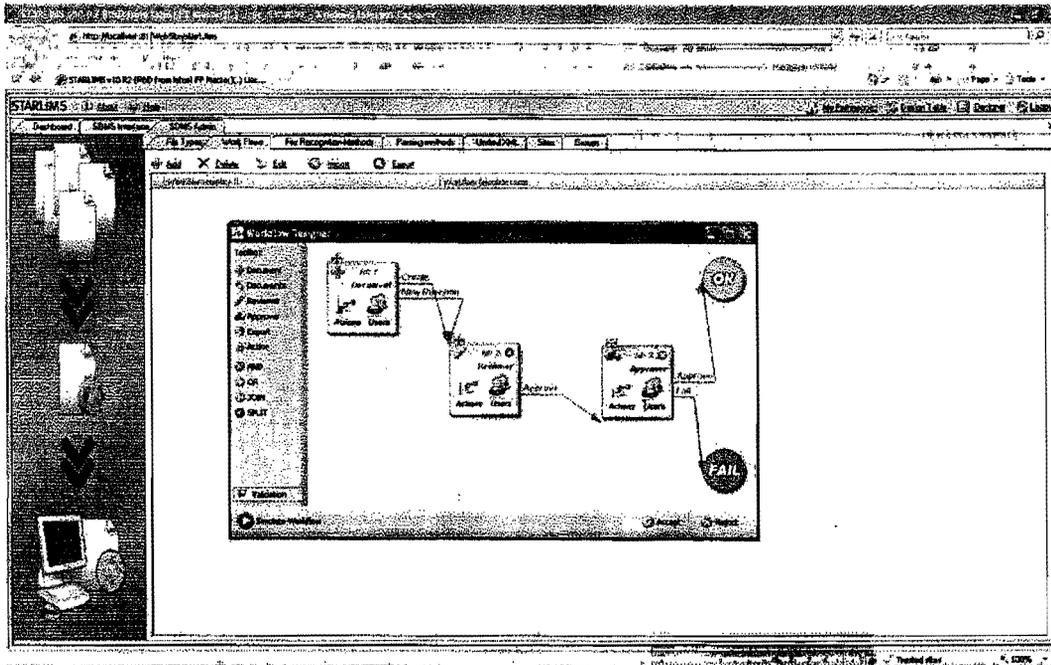


Figure 31: SDMS Workflow Designer

Example Reports

Category	Report	Description
Billing	Invoice Summary Report	The Invoice Summary Report is launched from Approve - Invoices and Edit - Edit Invoice by clicking the 'Print Invoice' button.
Billing	Client Invoice Summary Report	The Client Invoice Summary Report is launched from Client Relations Manager - Client Projects by going to the Invoices tab and clicking the Print button.
Billing	Client Project Quick Quote Report	The Client Project Quick Quote Report is launched from Client Relations Manager - Client Projects by going to the Quick Quote tab and clicking the Print Quote button. This report shows the specifics offered to the client as a preliminary quote. If accepted, the prices will be used in the invoice.
Billing	Quote Summary Report	The Quote Summary Report is launched from Client Relations Manager - Client Projects by going to the Project Samples tab and clicking the Print button. This report shows the specifics offered to the client as a preliminary quote. If accepted, the prices will be used in the invoice.
Billing	Price List Report	The Quote Summary Report is launched from Client Relations Manager - Price Lists by clicking the Print button. The report shows the specifics offered to the client as a preliminary quote. If accepted, the prices will be used in the invoice.
COA	Environmental Sample Release	The certificate of analysis is launched from Approve - Release by Servgrp by clicking the Release button and filling the electronic signature form.
COA	Clinical Sample Release	The certificate of analysis is launched from Approve - By Sample/Condition by clicking the Release button and filling the electronic signature form.
Lab Performance	Test Requests per Submitter/Time Period	This report is accessed from Reports & Queries - Run QBE Reports & Queries - General Management. Data can be filtered by criteria including log date, client ID, company, test name, test code and test status. The report provides information about the number of tests per submitter.
Lab Performance	Tests per Unit/Time Period	This report is accessed from Reports & Queries - Run QBE Reports & Queries - Resource Usage. Data can be filtered by criteria including log date, equipment ID, service group, tester (analyst), date the test was scheduled for and test status. The graphic shows the total time per group, while the text provides information about each test conducted by the specific service group.

Lab Performance	Tests per Instrument/Time Period	This report is accessed from Reports & Queries - Run QBE Reports & Queries - Resource Usage. Data can be filtered by criteria including log date, equipment ID, service group, analyst, scheduled test date and test status. The graphic shows instrument use fraction, and the text portion provides information about each test conducted by the specific instrument.
Lab Performance	Tests per Method/Time Period	This report is accessed from Reports & Queries - Run QBE Reports & Queries - Resource Usage. Data can be filtered by criteria including log date, equipment ID, service group, analyst, scheduled test date and test status. The graphic shows the numbers of tests using each method, and the text portion provides information about the number of samples using each method by test.
Lab Performance	Turnaround Times	This report is accessed from Reports & Queries - Run QBE Reports & Queries - Resource Usage. Data can be filtered by criteria including log date, equipment ID, service group, analyst, scheduled test date and test status. The report provides information about turnaround time for each order number.
Lab Performance	Analyst Workload	This report is accessed from Reports & Queries - Run QBE Reports & Queries - Resource Usage. Data can be filtered by criteria including log date, equipment ID, service group, analyst, scheduled test date and test status. The graphic shows the time spent by each analyst during the given period, and the text portion a breakdown by test.
Labels	Labels for Clinical Samples	These labels are printed during the accessioning process. They are accessed from Login\Recv. - Accession Clinical - Print Labels (button). The report prints the preset number of labels for each container.
Labels	Labels for Environmental Samples	These labels are printed during the accessioning process. They are accessed from Login\Recv. - Login Environmental - Container Tags (button). The report prints the preset number of labels for each container.
QC	Triggered Tests	This report is accessed from Reports & Queries - Run QBE Reports & Queries - General Management. Data can be filtered by criteria including log date, client ID, company, test name, test code and test status. The report provides information about the reflex tests and retests, in other words, tests that are triggered from other tests.
QC	Rejected Samples	This report is accessed from Reports & Queries - Run QBE Reports & Queries - Rejected Samples. Data can be filtered by client ID, company name and log date. The report provides information about the rejected tests.
QC	Failed QC Report	This report is accessed from Reports & Queries - Run QBE Reports & Queries - QC Failed. Data can be filtered by criteria including department, equipment ID, test code, test method and entry date. The report provides extensive information about QC samples failures.
QC	Run Data for Regular Runs, ELISA Plates	This report is accessed from Result Entry branches, e.g. Result Entry - My Team Assignments. It is also available from Edit - Edit Run. Use the 'Print/Export Work' button for regular samples. It shows the analyzed and QC samples in each run.
Sample Tracking	Forwarded Tests	This report is accessed from Reports & Queries - Run QBE Reports & Queries - Forwarded Tests. Data can be filtered by shipping date and order #. The report provides information about the outsourced tests shipped to external labs.
Sample Tracking	Folder Status Report	These two report is accessed from Reports & Queries - Run QBE Reports & Queries - Folder Status. Data can be filtered by criteria including folder #, log date, status, client ID, and project #. The Folder Status report provides extensive information about folder status. The graphic shows the folder status breakdown by %, and the text portion a details on the status of each analyte in each draw or container.
Sample Tracking	Outsourced Samples Report	The Outsourced Samples Report is launched from Login\Recv. - Receive Shipment and from Result Entry - By Outsource # by clicking the Reprint Request button. It provides test and shipping information related to the outsourced sample.
Sample Tracking	Chain of Custody (COC) Report	The Chain of custody Report is launched from Chain of custody - Sample locations Manager by clicking the COC Report button. The report shows the movements of containers throughout their laboratory life cycle.
Sample Tracking	Folder Summary and Audit Trail Report	This report provides a summary and audit trail for the selected folder. It is accessed from Edit Folders - Summary Report (button).
Workload	Workload Statistics	This report is accessed from Reports & Queries - Run QBE Reports & Queries - General Management. Data can be filtered by criteria including log date, client ID, company, test name, test code and test status. The graphic shows the test result breakdown, while the text provides information about submitter, the test, the test status and a breakdown of test results.
Workload	Number of Specimens per Program	This report is accessed from Reports & Queries - Run QBE Reports & Queries - General Management. Data can be filtered by criteria including log date, client ID, company, test name, test code and test status. The report provides information about the number of specimens accessioned as part of each program by the submitters.

Billing	Billing Status	Ability to report on test billing - what tests have been billed for and the amount billed by selected time period,
Billing	Billing Report	Ability to create billing reports by submitter, timeframe, service and other key parameters
Inventory	Inventory Report	Ability to create a report on the items in inventory
Labels	Packaging	Ability to create packaging labels for shipping
Labels	Packaging	Ability to create packing order slips

STARLIMS Experience

STARLIMS is engaged in all laboratory markets. The following table lists the more than 50 projects STARLIMS has undertaken in 2008 and 2009. All projects begun since March of 2006 are using V10, web-based technology. Prior projects used V9, client/server technology.

Table 4: 2008 and 2009 Projects

Date	Customer	Market	Territory
10 APR 2009	Illinois Department of Public Health	Public Health	USA
02 APR 2009	Forensisch Laboratorium DNA Onderzoek	Forensics	Netherlands
02 APR 2009	Shanghai Baoshan Center for Disease Control	Medical	China
02 APR 2009	Yanshan Petrochemical	Petrochemical	China
02 APR 2009	Puguang Gas Field	Petrochemical	China
31 MAR 2009	Baxter Guayama	Pharmaceutical	USA
26 MAR 2009	AREVA Malvesi	Nuclear	France
25 MAR 2009	Assay Laboratories (IAL)	Environmental	Australia
18 MAR 2009	Asahi Breweries Ltd	Food & Beverage	Japan
17 MAR 2009	Bristol NHS Trust	Medical	UK
17 MAR 2009	Manchester Cancer Research Council	Medical	UK
17 MAR 2009	Manchester Royal Infirmary	Medical	UK
17 MAR 2009	Micropathology Ltd	Medical	UK
15 MAR 2009	NY City Department of Health and Mental Hygiene	Public Health	USA
30 JAN 2009	Revolt Technology	Chemical	Switzerland
31 DEC 2008	Medical Neurogenetics	Medical	USA
31 DEC 2008	South Hook LNG Terminal	Petrochemical	UK
31 DEC 2008	Greencore Malting Group	Agr/Food/Beverage	UK
31 DEC 2008	Victoria police Australia	Law Enforcement	Australia
26 DEC 2008	TOO Atyrausky Nefttepererabaty	Petroleum	Kazakhstan
24 DEC 2008	Kumba Iron Ore	Mining	South Africa
24 DEC 2008	DOC Kaas	Agr/Food/Beverage	Netherlands
23 DEC 2008	Institut de Radioprotection Nucleaire	Environmental	France
23 DEC 2008	Nunhems - Bayer Cropscience	Agr/Food/Beverage	Netherlands
22 DEC 2008	Bosch	Automotive	Germany
22 DEC 2008	Mitsubishi Chemical Medience	Chemicals	Japan

08 DEC 2008	TEVA	Pharmaceutical	Global
08 DEC 2008	The Bangchak Petroleum	Petroleum	Thailand
27 OCT 2008	Generalitat de Catalunya	Public Health	Spain
23 OCT 2008	Oscar E. Olson Biochemistry Laboratory	Biotechnology	USA
20 OCT 2008	Genomatica	Biotechnology	USA
16 OCT 2008	XDX, Expressions Diagnostics	Pharmaceutical	USA
16 OCT 2008	Becton Dickinson Biosciences	Pharmaceutical	USA
16 OCT 2008	Syngenta Corporation	Crop Protection	Global
16 OCT 2008	LUKOIL	Petrochemical	Russia
29 SEP 2008	MATTEL	General	Global
27 AUG 2008	EQLAB	Environmental	Puerto Rico
24 AUG 2008	SINOPEC Beijing Yanshan Company	Petrochemical	China
24 AUG 2008	IKEA Testing and Training Centre	General	Hong Kong
24 AUG 2008	Fujian Refining and Petrochemical Company	Petrochemical	Hong Kong
15 AUG 2008	Norilsk Nickel	Mining	Finland
08 AUG 2008	Biocentrum	Biotechnology	Poland
04 AUG 2008	Labor Johann	Environmental	Germany
28 JUL 2008	Societe Des Eaux et de L'Assainissement d'Alger	Environmental	Algeria
28 JUL 2008	Drug Mode	Pharmaceutical	Denmark
16 JUL 2008	Lesafre Ingredients Services	Food & Beverage	France
16 JUL 2008	20/30 Laboratory	Water	UK
30 JUN 2008	Romp petrol QA	Petrochemical	Romania
30 JUN 2008	County Of Riverside Public Health Laboratory - CA	Public Health	USA
30 JUN 2008	ALS Technichem	Agri / Food / Bev	Malaysia
24 JUN 2008	Celgene	Pharmaceutical	Global
23 JUN 2008	PDI - Nice-Pak	Hygiene	USA
19 JUN 2008	OXITAL	Environmental	Spain
16 JUN 2008	SAS Laboratoire	Agriculture	France
14 JUN 2008	NEWAYS International	Nutraceuticals	USA
29 MAY 2008	INFOTAM	Pharmaceutical	Poland
29 MAY 2008	NACPP	Pharmaceutical	Russia
26 MAY 2008	DAK Americas	Chemical	Argentina
21 MAY 2008	DELTAVIT	Veterinary	France
19 MAY 2008	KAMADA	Pharmaceutical	Israel
19 MAY 2008	Chipworks	Technology	Canada
07 MAY 2008	St. Petersburg Fuel Company	Petrochemical	Russia
06 MAY 2008	Baker Petrolite / Baker Hughes	Petrochemical	USA
11 APR 2008	University of Barcelona	University	Spain

Public Health Experience

STARLIMS Corporation brings an unmatched level of experience and commitment to the Public Health Community.

STARLIMS Corporation is heavily engaged throughout the public health arena. These



Initiatives demonstrate STARLIMS' ability to deliver the strategic and functional goals of this RFP.

- Enterprise level solution
- Robust, proven functionality
- Extensible, rules-based behavior
- Forward-looking technology
- Process-driven, collaborative Implementation

STARLIMS Corporation is engaged with the Centers for Disease Control and Prevention (CDC) in two large parallel projects. STARLIMS is working with CDC to build their web services based Specimen Tracking and Results Reporting (STARRS) program that meets their accessioning and reporting requirements in compliance with Public Health Information Network (PHIN) standards. STARLIMS is also working with CDC's Coordinating Center for Infectious Diseases (CCID) to deliver STARLIMS (and replace LITS Plus where used) throughout all 87 laboratories.

STARLIMS Corporation is engaged with a growing number of Federal, State, Regional and Municipal Public Health and public health related organizations to provide enterprise level LIMS solutions compliant with all sixteen common business processes identified by the Association of Public Health Laboratories (APHL) in their seminal 2003 analysis of LIMS requirements. To date, these agencies include the following:

- Arkansas Department of Health
- Virginia Division of Consolidated Laboratory Services
- San Diego County Public Health Department
- Pennsylvania Department of Health
- North Dakota Department of Health
- Maine Laboratory Operations – Health & Environmental Testing
- Tennessee Department of Health
- Washington State Department of Health
- California State Department of Health
- Maryland Department of Health and Mental Hygiene
- Arizona Department of Health Services
- Louisiana Office of Public Health
- Michigan Department of Community Health
- Wyoming Department of Health
- Indiana State Department of Health
- North Carolina State Laboratory of Public Health
- West Virginia Department of Health
- Vermont Department of Health
- Hawaii Department of Health

- New York City Department of Health and Mental Hygiene
- Illinois Department of Public Health
- Riverside County (California)
- Puerto Rico Department of Health

The California and Virginia projects have won awards:

http://www.starlims.com/LIMS_solution_for_DCLS.htm

http://www.starlims.com/STARLIMS_Award-winning_LIMS_Solution_at_CDHS.htm

Although APHL identified sixteen common business processes, we continue to discover significant additional detail as we work with our partner public health laboratory organizations collectively and individually. The general implementation model is modified as required to fit specific requirements of each individual PHL organization.

STARLIMS Corporation is engaged globally providing software for the WHO/Lilly MDR Tuberculosis project in Russia and supplying the STARLIMS Public Health software to national Public Health organizations.

STARLIMS Corporation provides an Intranet site to facilitate collaboration among Public Health clients and has introduced specific structures within the STARLIMS User Group to ensure continued development of STARLIMS software as Public Health needs change.

Project Plan and Implementation Work Plan

The formal STARLIMS Project Methodology is defined in the STARLIMS SOP PS001-001-A.

A Project Kickoff Meeting establishes terms of engagement between the client and STARLIMS teams, communication protocols, escalation procedures and sets the framework for document deliverables used to guide the Implementation Project.

Application Interface Strategy

In addition to integrated support for Microsoft Active Directory (and other LDAP applications) and Microsoft Office applications, STARLIMS presents four integration options for information exchange with external information applications.

1. STARLIMS supports the export/import of flat files with predefined structure (XML, CSV, EXCEL, ASCII, etc.). The optional STARLIMS SDMS provides easy-to-use, graphical tools that can create automated (and manually triggered) file import/export templates. The SDMS can apply business logic and trigger specific rules-based workflow paths for each file template. The SDMS is tightly coupled to Microsoft Office applications.
2. STARLIMS provides integrated support for the use of standard connectivity protocols such as OLE, OLE-DB and ODBC to exercise direct application commands.
3. STARLIMS provides integrated support for the use of APIs to establish live software/software communication. This approach allows seamless integration of data between systems. An example of this approach is the API-based integration of Waters' (<http://waters.com>) Empower Chromatography Data System (CDS) software.
4. STARLIMS provides integrated support for the use of Web Services to establish asynchronous software/software communication. This approach is becoming popular as applications are ported to the web space. For example, STARLIMS' SAP interface is services-based (http://www.starlims.com/STARLIMS_Achieves_Higher_Level_of_SAP_Certification.htm). The SAP Integration and Certification Center (SAP ICC) has certified that STARLIMS V10 R2 successfully integrates with SAP ERP 6.0 via the SAP integration scenario Enterprise Service Bundle (ESOA-Bundle) 1.0 interface. Having achieved this level of certification, STARLIMS can be integrated with a very wide variety of SAP applications—including any application exposing enterprise services that are made available as part of the SAP enhancement packages for SAP ERP, or as a specific software add-on for other SAP Business Suite applications. Customers using STARLIMS with SAP solutions can benefit from interoperability, enhanced flexibility and lower cost of ownership.

The typical application interface strategy is to collaborate with the laboratory staff to identify applications with high business value and to co-configure these interfaces. Thereafter, the laboratory staff will be able to configure any remaining and/or new applications. The SOW will define the course of action.

Instrument Interface Strategy

STARLIMS provides file-based integrated instrument interfacing functions through the Data Capture Utility (DCU) and the optional SDMS. Both are internal tools that enable authorized operators to build automated processing routines to extract data

from instrument files. Among the advantages of using an internal tool, perhaps the most critical is that it allows STARLIMS to apply identical result data calculations and data validation constraints to both manual and automated result data entry operations. The optional SDMS requires no special computer training and dramatically speeds instrument interfacing compared to the standard DCU.

In the most typical implementation, reviewed instrument data files are placed into a network file location where they are picked up and processed.

The DCU and SDMS can process all standard PC file formats including ASCII files, Excel files and Access databases. The DCU can process RS-232 data streams.

All instruments requiring automated interfacing must be connected to the network. Laboratory staff will supply STARLIMS with example data files of each unique instance of each instrument that requires an interface to the System.

The typical instrument interface strategy is to collaborate with the laboratory staff to identify instruments with high business value and to co-configure these interfaces. Thereafter, the Laboratory staff will be able to configure any remaining and/or new instruments. The SOW will define the course of action.

Report Design Strategy

STARLIMS Corporation Implementation Engineers use Crystal Reports Professional (<http://www.businessobjects.com/products/reporting/crystalreports/professional/default.asp>) to design reports. STARLIMS Corporation offers ~30 common reports that range from inventory labels to workload statistics and billing reports. The organization will also have access to the collaborative body of reports developed by the STARLIMS customer base. All reports are configurable to requirements. The typical report design strategy is to collaborate with the laboratory staff to re-configure a specified number of existing reports and to develop a specified number of additional reports. Thereafter, laboratory staff will be able to configure any remaining and/or new reports.

Data Migration

STARLIMS has significant experience in migration efforts from legacy data systems. That experience has demonstrated that each installation is unique.

In general, each Project presents two types of conversion/migration requirements:

1. Static data sets represent relatively simple tables (Product codes, Test codes, etc.) and are relatively easy to migrate 'as is.' However, even these can present challenges if the organization requires changes to their existing format and function.
2. Analytical data sets typically exhibit relational characteristics and may present more challenges as outlined below.

The migration of each transaction data sets involves its own project life cycle and implementation plans. In addition to the requirements gathering cycles with their associated documentation, full conversion requires at least seven cycles for each legacy data source.

Designing strategies to manage inconsistent data in the legacy data source is a labor intensive step to remove corrupt data and to remedy data type and value inconsistencies. The organization IT staff is responsible for these tasks.

1. Mapping the legacy data source to STARLIMS. Many projects stop with this step and simply migrate the data. This means that some objects will not be

connected. For example, in many legacy systems QC data are maintained in separate repositories from the analytical data. Without performing the full conversion, STARLIMS will not be able to make the connection and special reports will be required to view legacy data in association with their QC data. Full conversion provides seamless access and enables the use of a single set of reports and query tools. Full conversion requires several additional steps.

2. Designing programmatic solutions for entities in the legacy source but not in STARLIMS.
 - a. Designing programmatic solutions for entities in STARLIMS but not in the legacy data source.
 - b. Converting data in the legacy data source to the same data type in STARLIMS.
3. Designing programmatic scripts used to perform the conversion.
 - a. Maintaining legacy referential (if any) integrity.
 - b. Consistent with STARLIMS' use of primary and foreign keys.
4. Designing programmatic scripts used to validate the conversion.
5. Performing the conversion.
6. Validating the conversion.

Project Assumptions

- The customer will provide all hardware:
 - database server
 - web server
 - application server
 - load balancing server (if required)
 - STARLIMS workstations
 - bar code printers
 - bar code scanners
- The customer will provide all system software:
 - Server OS licenses
 - RDBMS licenses
 - Workstation OS licenses
 - Network OS licenses
- While on-site, STARLIMS staff will have access to normal office facilities including telephone and internet access.
- Customer will provide the appropriate human resources required by the Roles not provided by STARLIMS Corporation.
- Unless stated otherwise by a contract or Statement of Work, the Terms of Engagement will be those specified by STARLIMS Corporation in the Implementation Plan Template.
- Customer Team members involved in the definition of the SOW will attend training sessions.

- Only items mutually accepted as applicable to the project will be included in the SOW.
- All deliverables rendered to the client within the scope of the Project require review and affirmation by the customer's decision makers.
- STARLIMS Corporation will be responsible for creating the Factory Acceptance Test (FAT) for the dictionary configuration and executing it internally before official installation package versions are released. FAT for interfaces and data migration is excluded.
- The customer will be responsible for creation and execution of a Site Acceptance Test (SAT) to be performed after the delivery of an installation package version. Results of the SAT will be delivered to STARLIMS Corporation within the time window scheduled by the Project Schedule.
- Disagreements will be settled through an Escalation Procedure
- The customer will prioritize the project in order to allow team members to fulfill their obligations to the project in a reasonable fashion.
- Approvals will take place by exchange of an Approval Form.
- Change Orders may be required, at the discretion of the escalation team if a requirement grows beyond its initial definition or is added after the Definition stage.
- Connectivity is via TCP/IP
- On-site, End-User Training facilities are provided by the customer and include (minimum):
 - LCD projector (minimum 1024 x 768) resolution
 - workstation for each trainee
 - whiteboard
- STARLIMS and the customer may use FTP to exchange system files.

Risk Management

STARLIMS has identified two common sources of risk to LIMS Projects.

1. InSAMHDuate resource allocation. The STARLIMS Implementation Template provides guidelines to the human resource roles we expect from the customer. The accompanying tables provide some guidance to the customer effort that may be required.
2. Scope creep. STARLIMS' inherent flexibility makes it an easy target for scope creep. Adherence to the formal processes outlined in this proposal will mitigate this risk and ensure on-time delivery.

Two key tools are used to solve problems in a timely manner, to minimize the impact of project risks and to keep the binder and the Project on-target and up-to-date.

1. Weekly, documented teleconference project team meetings are held to:
 - discuss the project progress;
 - identify potential problems;
 - assign action items;
 - report on actions items and
 - escalate issues if required.

2. During the Development and Testing phases, the Project maintains a Quality/Issue List. This list tracks:
 - the owner and date the issue is reported;
 - the agreed priority assign by the Teams;
 - the solution and date;
 - confirmation of the solution and date and
 - escalation path if unresolved.

STARLIMS provides two levels of decision makers above the Project Manager:

1. Lev Bobovitch –Director of Professional Services
2. Jeff Ferguson – Chief Operations Officer

Activities and Deliverables

This section details the major Project Activity areas and Deliverables for this project.

Activity 1: Project Kickoff

STARLIMS uses standard practices in project planning and administration.

- Kickoff Meeting – Initially a 2-day kickoff meeting will be held between the STARLIMS team and the SAMHD team. The purpose of this meeting is to get a high level view of the organization, review and understand project deliverables and develop the Statement SOW.
- SOW – This document will act as a guide for the project and contain:
 - o Project Objectives & Goals
 - o Project Team Members
 - o Risk Identification and Mitigation
 - o Change Control
 - o Communication
 - o Summary of key deliverables
 - o Project GANTT chart

Statement of Work (SOW)

STARLIMS will work with SAMHD to identify configuration requirements using the core STARLIMS system. The core system is based on common customer LIMS requirements. The resulting deliverable will be an SOW that will document the specific configuration required by SAMHD. The configuration analysis will focus on five areas:

1. Sample Life Cycle – These requirements focus on the movement of the samples and associated information within the SAMHD environment. These areas include:
 - a. Sample Scheduling and Pre-logging
 - b. Sample Collection
 - c. Sample Logging
 - d. Results Entry Workflow
 - e. Approval Workflow
 - f. Reporting Workflow
2. Test Workflows – This requirements phase will occur during each lab implementation phase and require input from lab domain experts. It is estimated

that during the requirements gathering and elaboration up to 25% of a lab FTE domain expert will need to be involved. STARLIMS has developed hundreds of assays for our clients and has found that there are many variations to lab workflow for these assays. STARLIMS will work with SAMHD to identify the required assays, review existing models and mentor SAMHD in assay development.

3. Reporting Requirements – This phase will focus on both common lab report formats and specific lab report formats during lab implementation. STARLIMS uses the Crystal Reports tool to build reports. The SOW will identify any additional reports to be developed.
4. Instrument Interfaces - STARLIMS will require specific information about each instrument the Customer wishes to interface. This includes the mechanism for interfacing and any files and file formats that will be used. STARLIMS will mentor SAMHD staff so that they are equipped to build additional interfaces on their own.
5. Application Interfaces – STARLIMS will require specific information about each application SAMHD wishes to interface. This includes the mechanism for interfacing and any files and file formats that will be used.

STARLIMS believes strongly that the validation of requirements should occur through actual interaction with the system. Initial development will be reviewed via Webex and then moved into the SAMHD system. STARLIMS recommends SAMHD set up three STARLIMS environments; Development, Testing and Production. During requirements review and implementation STARLIMS engineers will provide updates to the SAMHD Development system for review. Once a phased set of requirements is completed the Development environment will be moved into a Testing environment for the test script execution.

Prototyping and review will be an on-going process throughout the implementation.

Planning and Administration and SOW Deliverables		
Deliverable	Description	STARLIMS Estimate (Days)
1	General Project Management	5
2	Kickoff Meeting	2

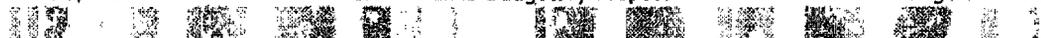
Activity 2: Installation of STARLIMS Software

Efficient development, review and implementation for SAMHD require setting up a STARLIMS system Development and Test environment on-site as soon as possible. This does not need to be scaled to handle the production environment but should allow for review and testing of development work at the customer. It has been STARLIMS' experience that hands-on review is necessary to a successful implementation project. Installation will be scheduled during Kickoff Meeting.

Initial System Installation Deliverables		
Deliverable	Description	STARLIMS Estimate (Days)
1	Installation and setup of STARLIMS development and testing environments at Customer site	2

Activity 3: Configuration for SAMHD

During this set of tasks, STARLIMS will be working with SAMHD to configure the system as described in the SOW. This effort generally requires a mix of on-site and off-site meetings to facilitate requirements understanding and to schedule SAMHD



review of work accomplished. STARLIMS will make every effort to work on an off-site basis to reduce resource impact and costs for both parties. Work will generally take place through the use of teleconference and Webex reviews during the development effort. During development and review, an Issues List will be used to collect, assign and prioritized changes that arise from the review. SAMHD and STARLIMS will define the formal Change Control process. At a minimum the STARLIMS Formal Change Control process will be applied once the system is in production for any changes required in the production system.

Modification and configuration will take place in stages. The stages can be based on whole individual sites, departments and laboratories within SAMHD:

1. Implementation and review of Sample Life Cycle – SAMHD will use standard STARLIMS sample life cycle functionality for all life-cycle operations: accessioning, results entry and review/approval. The Proposal allows 5 days to meet specific requirements for pre-accessioning by SAMHD clients. Proposal includes minor cosmetic modifications and mentoring of SAMHD staff to create Client Projects, Materials, Instruments, Test Plans, Clinical Panels, Metadata Templates
2. Test development – SAMHD will use standard STARLIMS tests to the greatest extent possible. STARLIMS will mentor SAMHD in the modification of up to 10 existing STARLIMS tests and development of up to 5 new tests. The development of each test will model the specific workflow of each: login forms, preparation processes, analytical processes, reflex/confirmation tests/assays, reports, etc.
3. Report development – reports are collaboratively developed during the Project. The Proposal includes Modification of 5 existing reports and development of 5 new reports
4. Instrument Interfaces – Instrument interfaces are developed after the workflow and assay/test development is complete. The Proposal includes development of 5 instrument interfaces.
5. External Interfaces – one HL7 interface to the State system is included in the Proposal.

Modification and Configuration to Requirements Deliverables		
Deliverable	Description	STARLIMS Estimate (Days)
1	Implementation of Sample Life Cycle System according to SOW	13
2	Test Development (modification of 10 and development of 5)	15
3	Report Development (Modification of 5 existing reports and development of 5 new reports)	7
4	Instrument Interfaces (5)	10
5	External Interfaces (1)	10

Activity 4: Migration of legacy data

Migration of legacy data takes two main forms:

1. Static table data – this is generally list data that is used by the system to populate fields such as "Clients." Migration of static data is generally very straightforward and takes minimal effort. STARLIMS assumes SAMHD will enter these data into STARLIMS. If SAMHD staff are not available, additional STARLIMS

resources will be required at additional charge.

- Legacy Analytical data – these are the actual test and result data from the legacy system. Migration of legacy data is much more complicated as the legacy systems data model must be mapped to the new system and SAMHD will have to determine how to handle situations where the two systems do not have similar data fields. SAMHD staff are responsible for removing corrupt data and resolving data inconsistencies from each data source and prepare a flat file data extract. Typically, a minimum of 2 weeks is required to migrate each data source from the flat file data extract. No legacy data migration is planned at this time.

Migration of Legacy Data		
Deliverable	Description	STARLIMS Estimate (Days)
1	Static Data Migration performed by SAMHD (no STARLIMS days)	0
2	Legacy Data Migration	0

Activity 5: Training

STARLIMS’ training philosophy is to transfer system maintenance and development skills to the customer so SAMHD can assume full ownership (in all meanings of that term) of the System. The goal is to enable SAMHD to take full control of all day-to-day operational activities, maintenance operations, application extension projects and screen developments and report design. STARLIMS does not license the STARLIMS training materials. STARLIMS does not restrict the customer’s use to modify and reproduce STARLIMS training materials.

To support this philosophy, STARLIMS offers formal classroom training and, just as importantly, STARLIMS provides tutoring and mentoring activities during the Implementation Project.

Classroom training is focused on standard STARLIMS operations and functions.

STARLIMS offers three classroom-based courses:

- Application Training – 5 days Off-site – This training is for key SAMHD users with responsibility for defining and implementing the system and who will be responsible for defining and maintaining the required workflows and static data within the system. STARLIMS recommends that a number of key users take this training. This training class is a standard class that is offered to all our customers. It provides key users with an understanding of the key features, functionality and concepts of the standard application that can then be applied to their individual projects. The price per course offers training for up to two trainees.
- End User Training – 3 days On-site – This training is role-based and specific to individual functions within the SAMHD organization. It will train users, or groups of users, in the aspects of the system they need to know in order to carry out their day to day functions within the organization. STARLIMS favors a Train-the-Trainer approach to End User Training. STARLIMS would normally train SAMHD-nominated trainers in the application as it is applicable to each section or group within the organization. These nominated trainers would then be responsible for training the end users. This training is specific to each SAMHD implementation and will require the development of site and group specific training material.
- Configuration Training – Optional – 5 days Off-site – This training is for

SAMHD IT staff who may be responsible for undertaking more extensive configuration of the system in order to extend system functionality or modify the system configuration in response to changing business needs identified post initial implementation. Attendance at the Application training course is a pre requisite for attendance at this course and attendees must be familiar with the concepts and practices of computer programming, especially object orientated programming. This is a standard class that is offered to all our customers. It provides key IT people with an understanding of the configuration tools available within the system that can then be used for the configuration required for their individual projects. Application Training is a prerequisite for the Configuration Training. The price per course offers training for up to two trainees.

Mentoring activities provide on-the-job, hands-on experience in key areas of:

- a. Test and Assay Workflow development – Section Leaders and Laboratory Managers
- b. Instrument interface development – IT competent Section Leaders, Laboratory Managers and IT staff
- c. Application interface development – IT staff
- d. Report development - IT competent Section Leaders, Laboratory Managers and IT staff

Application Course Outline

STARLIMS V10 Application Training Course

Introduction

The STARLIMS V10 Application Training Course is a 4.5 day course aimed at providing STARLIMS customers with an understanding of the standard functionality of the STARLIMS V10 Laboratory Information Management System.

In particular the aims of the V10 User Application Training Course include the following;

- To teach STARLIMS V10 users the concepts of the standard STARLIMS V10 system
- To ensure that users become comfortable with using the system within a learning environment providing instruction and hands on exercises
- To educate users on how static data elements are created and maintained within the system
- To educate users in how the static data elements interact to enable them to model their laboratory environment
- To show users how the static data elements work together to enable them to create the active data within the system i.e. how all the information required about users, teams, clients, equipment, certification, tests, tests plans, and specifications etc, works together to allow users to create accession events, samples and tests, enter results, check results against specifications, set up approval steps and manage stability studies.
- Illustrate the different ways in which samples and tests can be created and results entered and results approved

- To show users how their laboratory processes and workflows can be modeled within the system

The course is a mixture of presentations and exercises. Presentations are used to introduce and describe the various elements of the STARLIMS V10 system and the exercises provide the users with the opportunity to put what they have learnt into practice

The course is not specifically designed for any particular laboratory but is designed to make STARLIMS V10 users aware of the standard system capabilities. In addition it enables users to understand the terms and concepts used within STARLIMS V10 and relate these to their own laboratory and laboratory practices.

Applicability

The course is applicable to all laboratory users who require a full understanding of the capabilities of the STARLIMS V10 system. In particular Laboratory Managers, Laboratory Supervisors and other laboratory staff who will be responsible for defining the requirements of the system and managing the data and workflows within the system. In addition the course is a prerequisite for the Configuring STARLIMS V10 course so anyone who will be responsible for configuring the system should attend. It is also advised that anyone who will be responsible for the System Manager role should attend the course.

Configuration Course Outline

STARLIMS V10 Configuration Training Course

Introduction

The STARLIMS V10 Configuration Training Course is aimed at providing STARLIMS customers with an understanding of the configuration tools available in STARLIMS V10 Laboratory Information Management System.

In particular the aims of the V10 Configuration Training Course include the following;

- To teach people responsible for configuring STARLIMS V10 the concepts of the standard STARLIMS V10 configuration tools
- To ensure that users become comfortable with using the configuration tool within a learning environment providing instruction and hands on exercises
- To provide an introduction to the STARLIMS V10 architecture
- To educate users on the use of the JScript tools available and the use of the STARLIMS designer
- To show users how the use of these tools provide the ability to configure STARLIMS V10 to meet specific requirements

The course is a mixture of presentations and exercises. Presentations are used to introduce and describe the various elements of configuring STARLIMS V10 and the exercises provide the users with the opportunity to put what they have learnt into practice

The course is not specifically designed for any particular laboratory or industry type but is designed to make STARLIMS V10 users aware of the standard system configuration capabilities.

Applicability

The course is applicable to STARLIMS customer and clients who require a full understanding of the configuration capabilities of STARLIMS V10. In particular staff who will be responsible for carrying out any configuration of the system.

It is not the aim of the course to teach users computer programming, therefore any one attending the course must be familiar with the general principles and practice of programming, ideally including experience of Object Oriented programming.

In addition anyone attending the course must have an understanding of the STARLIMS V10 application; therefore it is highly recommended that attendees have undergone the standard STARLIMS V10 application training course.

Training & Documentation Deliverables		
Deliverable	Description	STARLIMS Estimate (Days)
1	STARLIMS Application Course	5
2	On-Site End User Training	3
3	STARLIMS Configuration Course	Optional

Activity 6: Testing

STARLIMS is ISO9001/2000 accredited and follows specific SOPs developed for both internal development and implementation of the STARLIMS application. STARLIMS performs application testing in three main areas:

1. Technology Layer – The STARLIMS technology layer is currently V10 and is developed by the STARLIMS Research and Development group following STARLIMS SOPs.
2. Core system – STARLIMS has developed a set of Core Systems based on business practices common to most industries.
3. SAMHD system –STARLIMS Quality Assurance group will test the system against the SOW in a formal Factory Acceptance Test (FAT).

In addition to the testing that STARLIMS performs it is highly recommended that SAMHD conduct a formal Site Acceptance Test (SAT) prior to putting the system into production. SAT is performed by SAMHD end-users following specific scripts SAMHD prepares. Onsite assistance is available.

Testing Deliverables		
Deliverable	Description	STARLIMS Estimate (Days)
1	STARLIMS FAT	2
2	On-site assistance	Optional

Task Summary

Task	Description	STARLIMS Estimate (Days)
1	Project Management & Kickoff Meeting	7
2	Installation (Included in Kickoff Meeting)	2
3	Configuration	55
4	Migration	0
5	Training	8
6	Testing	2
Total		74

STARLIMS Cost Proposal

Pricing Summary

Identification of Costs

Quotation 20090819-WQA identifies all costs necessary to accomplish the objectives of the project. It provides a detailed budget including staff costs (fully burdened), administrative costs, estimated travel expenses, and any other expenses necessary to accomplish the tasks and to produce the deliverables.

Software Licensing

All required and optional software licenses are identified in Quotation 20090819-WQA. The cost of Crystal Reports Developer, required to design new reports and modify existing reports is not included. SAMHD may choose to purchase Crystal Reports Developer from another vendor and may already have Crystal Reports Developer licenses. No other additional 3rd party software is required.

Professional Services

STARLIMS implementation strategies are reflected in the Professional Services section of Quotation 20090819-WQA. Specifically, the costs associated with configuring the System to meet SAMHD-specific requirements are based on co-development strategies and on-site mentoring that transfer configuration skills to SAMHD.

Total Cost of Ownership

Quotation 20090819-WQA includes a mix of concurrent user licensing and site licensing. The Quotation includes provision for Annual Update and Annual Support Plans (AUP and ASP). See the following proposed Payment Schedule table.

Training

Quotation 20090819-WQA includes provision for three formal training courses. The formal Application and Configuration (optional) courses are held at STARLIMS facilities in Hollywood, FL. On-site End-User training will be scheduled for SAMHD facilities. Travel by SAMHD staff to Hollywood, FL is not included in the Quotation. The Quotation does not include expenses SAMHD may incur in providing End-User training facilities.

Miscellaneous Expenses

Travel and lodging expenses will be invoiced monthly as they are incurred. STARLIMS will only plan travel with prior approval from SAMHD.

Payment Schedule

STARLIMS proposes a monthly payment schedule based on Time and Materials estimates as follows. Travel and lodging expenses will be invoiced monthly.

Milestone	Description	Payment due after discount
License Payment	Contract Execution 8/31/2009	\$96,680.00
Activity 1 & Activity 2	Project Planning, SOW and Installation	\$10,200.00
Activity 3	SAMHD Configuration	\$78,600.00
Activity 5	Application Training	\$6,500.00
Activity 5	End User Training	\$4,800.00
Activity 6	Testing	\$2,800.00
Totals (Licenses and Implementation)		\$199,580.00
1 st Anniversary	ASP/AUP Fees 9/1/2010 - 8/31/2011	\$18,468.80

STARLIMS
corporation

QUOTATION

Quotation # 20100310-NT-A

Presented to: MetroHealth

Reference #: 20100310-NT-A

Contact Name: Mark Wade

LICENSEE Name: MetroHealth

Address:

Phone:

Fax:

Email:

Date: March 23, 2010

Expires: June 21, 2010

Quote Number: 20100310-NT-A

Prepared By: Nofar Tako

STARLIMS Corporation

Address: 4000 Hollywood Blvd., #515S

Hollywood

Florida 33021

USA

Phone: 1-954-416-1576

Fax: 1-954-964-8113

Email: nofar.tako@starlims.com

Approved By: COO

STARLIMS Version: V10.4

Reference # 20100310-NT-A

CONFIDENTIAL

These data shall not be disclosed outside of LICENSEE's organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. This restriction does not limit the customer's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in the following pages.

PROGRAM LICENSES

Part Number	Description	Quantity	Unit Price	Total
SL-XFD	STARLIMS Designer License	1	18,135.00	18,135.00
V10.4	The STARLIMS XFD Designer, built to allow authorized users to intuitively configure and make appropriate enhancements and modifications as business requirements change. The Designer makes the underlying complexities and inner workings of the system transparent to the user, and employs a set of easy-to-use design tools to enable system administrators and designers to focus on business rules, rather than on basic system functions such as GUIs and Internet protocols. Using drag & drop design tools, the STARLIMS XFD Designer dynamically creates XML forms containing both layout tags, used in a declarative way for describing the user interface, and JScript.NET code, used to programmatically handle these elements and corresponding events, as well as make remote calls to business logic services located on the server. The integrated Designer is also used for creating Web services made available to third-party client applications for seamless interoperability between enterprise applications and STARLIMS. The STARLIMS Designer exposes comprehensive reporting tools using Business Objects Crystal Reports, Microsoft Word and Excel.			
SL-FCL	STARLIMS Concurrent Full-User License	7	8,160.75	57,125.25
V10.4	The STARLIMS Concurrent Full-User License provides an individual user full access to all STARLIMS functions and wizards at the same time as a permitted number of other users in the customer's organization that are located in the same country or time zone. Additional industry or platform specific software suites detailed below are offered on a site-license basis.			
SL-DCL	STARLIMS Concurrent Data-User License	3	2,720.25	8,160.75
V10.4	Often, laboratory data users do not work out of the main laboratory. STARLIMS's ability to transmit and receive data and sample information beyond the physical walls of the laboratory allows for enhanced efficiency and data utility at a cost-effective price. The STARLIMS Concurrent Data-User License allows an individual lab-data consumer to view analytical services provided by the lab, view sample status, print COAs or invoices at the same time as the permitted number of other users in the LICENSEE's organization.			
SL-SDM	STARLIMS Scientific Document Management Site License	Optional	54,405.00	Optional
	The STARLIMS-Integrated Scientific Document Management System (SDMS) provides scientists with the capability to automatically capture and parse relevant instrument data files and documents, transform unstructured data into XML and extract key words and other metadata. With SDMS, STARLIMS offers workflow management for both structured and unstructured data within a single repository, minimizing the inefficiencies of alternating between multiple applications. This site license is limited for use at one designated location and on one server, and allows access to licensed STARLIMS concurrent users only. Additional concurrent users for the SDMS maybe purchased separately.			

THIRD PARTY COMPONENTS				
NW-QAX	STARLIMS NWA QAx Workstation License	2	500	1,000
	Powered by Northwest Analytical's Quality Analyst SQC and charting technology. Includes NWA Quality Analyst embedded controls providing SPC charting with a combination of power, flexibility, and ease of use. This license is limited for use by one specified workstation.			
OR-RAP	ORION Rhapsody Runtime Site License	1	3,680	3,680
	The Rhapsody Integration Engine is a subset of Orion Symphonia tools and brings added functionality such as queuing, routing, guaranteed delivery, encryption, monitoring, direct connectivity with databases etc. STARLIMS employs Orion's Rhapsody as an embedded engine to manage interfaces and routing between multiple applications across many platforms. The Rhapsody runtime server license provides up to six separate pathways for inbound/outbound messages. If LICENSEE has an existing Symphonia or Mapper license then the license fee already paid can be deducted from the Rhapsody license below. The Cost of the Rhapsody Runtime Site License is calculated as 4% of the aggregate list price for user licenses purchased to date.			
DESIGNATED LOCATIONS FOR SITE LICENSE COMPONENTS				
	STARLIMS Site License components are limited for use in the designated location(s) specified herein, on one server at each such location and allows access to the number of licensed STARLIMS concurrent users. Licensee may transfer the Program to another substantially similar location within the Licensee's enterprise/organization.			
	Designated Location(1): Street, City, State, ZIP			
	Designated Location(2): Street, City, State, ZIP			
	Designated Location(3): Street, City, State, ZIP			
Subtotal License Costs:				88,101.00
Total License Costs:				88,101.00
PROFESSIONAL SERVICES				
Part Number	Description	Quantity	Unit Price	Total
SL-SOF	STARLIMS Per-Diem Off-Site LIMS Consultant Services Activity 1: Project Planning Estimate	5	1,269.45	6,347.25
	SOW Detailed weekly project status reports, project plan, issue tracking and financial reports. Establish escalation plan, communication plan, rules of engagement, etc			
SL-SON	STARLIMS Per-Diem On-Site LIMS Consultant Services Activity 1: Project Planning Estimate and Activity 2: Installation Estimate	2	1,360.13	2,720.26
	A 2 day kickoff meeting will be held between the STARLIMS team and the SAMHD team. Outline SOW. Installation of System software during kickoff meeting			
SL-SOF	STARLIMS Per-Diem Off-Site LIMS Consultant Services SAMHD Configuration Activity 3:	47	1,269.45	59,664.15
	During this set of tasks, STARLIMS will work with SAMHD to configure the system as described in the SOW			
SL-SON	STARLIMS Per-Diem On-Site LIMS Consultant Services SAMHD Configuration Estimate Activity 3:	8	1,360.13	10,881.04
	During this set of tasks, STARLIMS will work with SAMHD to configure the system as described in the SOW.			
TRAINING				
Part Number	Description	Quantity	Unit Price	Total
TN-101	Activity 4: STARLIMS V10 Application Training Course	1	5,893.88	5,893.88
	This course is recommended for anyone in position of System Manager or who fills a similar role. The STARLIMS Application Training course is a 4.5-day lecture program that provides a detailed introduction to the functionality of the STARLIMS Laboratory Information Management Systems, giving attendees a full understanding of the terms, concepts and functionality of the system within a controlled training environment, and includes a detailed set of training notes and material. The course is a mix of lecture material and hands-on exercises, and is a prerequisite for the Configuring STARLIMS V10 course. Any LICENSEE representative responsible for configuring the system is well-advised to attend. The cost covers the participation of TWO LICENSEE representative. Courses take place at a STARLIMS facility and the cost includes lunch and refreshments. For more see www.starlims.com/training			
TN-102	Activity 4: STARLIMS V10 Configuration Training Course	Optional	5,893.88	Optional

	The STARLIMS Configuration Training course is a 4.5-day lecture program that provides detailed instruction in the use of the STARLIMS Laboratory Information Management System configuration tools, giving attendees a full understanding of the use of the STARLIMS designer module for the configuration of the STARLIMS product within a controlled training environment, and provide a detailed set of training notes and material. The course is a mix of lecture material and hands-on exercises. It is a pre-requisite of the Configuration Training course that attendees have participated in the STARLIMS Application Training course and have an understanding of, and experience with, computer programming principles and techniques, ideally within an Object-Oriented environment. The cost covers the participation of TWO LICENSEE representative. Courses take place at a STARLIMS facility and cost includes lunch and refreshments. For more see www.starlims.com/training			
SL-SON	Activity 5: On-Site Training Estimate	3	1,360.13	4,080.39
	This training is role-based and specific to individual functions within the SAMHD organization. It will train users, or groups of users, in the aspects of the system they need to know in order to carry out their day to day functions within the organization. STARLIMS favors a Train-the-Trainer approach to End User Training. STARLIMS would normally train SAMHD's nominated trainers in the application as it is applicable to each section or group within the organization. These nominated trainers would then be responsible for training the end users. This training is specific to SAMHD's implementation and will require the development of site and group specific training material.			
SL-SOF	Activity 5: Off-Site Training Estimate	2	1,269.45	2,538.90
	SAMHD system – Once development is complete and the Core System has been implemented, the STARLIMS Quality Assurance group will test the system against the SOW in a formal Factory Acceptance Test (FAT).			
Subtotal Training and Professional Services				92,125.87
Total Training and Professional Services Costs:				92,125.87
Estimated Travel and Lodging Costs (not included in Total Training and Professional Services Costs)				7,000

SOFTWARE UPDATES AND SUPPORT ("MAINTENANCE")

Part Number	Description	Quantity	Unit Price	Total
SL-AUP	STARLIMS Annual Update Plan	1	14%	12,334.14
	<p>The Annual Update Plan includes the right to receive STARLIMS software updates, fixes, corrections, workarounds, releases, versions, enhancements and Documentation updates ("Updates") that are issued by STARLIMS Corp. during the applicable twelve-month period. The Updates may be issued from time to time as required or as the Program is updated. Updates and related technical notes may be posted on the STARLIMS restricted Intranet site, accessed through http://www.starlims.com, for downloading by LICENSEE. Updates for third-party software, such as report writers, network operating systems and database software, are not included in the Update Plan. The cost of the Update Plan is provided at no additional charge for the first twelve months from date of first license purchase. The annual price for following years is calculated as 16% of aggregate price for licenses purchased to date.</p> <p>Escrow Account: This Annual Update Plan includes the cost of maintaining an annual escrow account as further detailed in a separate escrow agreement.</p>			
SL-ASP	STARLIMS Annual Support Plan	1.00	2,720.25	2,720.25
	<p>Unlimited telephone, FAX, modem, e-mail and Web site operational support for up to two customer points-of-contact (POC). Phone support hours are from 9:00 am to 5:00 PM Eastern Standard Time, Monday through Friday, other than on Federal holidays. STARLIMS shall return User's phone call within four business hours. In the U.S., dial 1-954-964-8663. Support does not include the support and debugging of any SQL statement not supplied by STARLIMS, such as those modified or developed by customer and/or SQL-based "User Actions" modified or developed by customer. Support service does not include the configuration and support of network hardware and software or database software. The cost of the Support Plan is provided at no additional charge for the first twelve months from date of first license purchase.</p>			
Total Annual Maintenance Costs:				15,054.39
Maintenance is included at no additional cost until (one-year anniversary of first license purchase):				23-Mar-11

QUOTATION SUMMARY

Total License Costs:	88,101.00
Total Training and Professional Services Costs:	92,125.87
Total Project Costs:	180,226.87
Total Annual Maintenance Costs:	15,054.39

NOTES & SIGNATURES

- 1 Prices are in US Dollars and do not include any tax that also may be applicable in place of use.
- 2 Unless otherwise specified, costs do not include airfare expenses, meals, lodging and local transportation costs. These will be charged either monthly, based on actual expenses, or at a fixed, per-diem rate to be agreed upon.
- 3 **Payment Terms:**
 - a) 100% of License costs invoiced upon Program delivery.
 - b) Professional Services and related expenses invoiced monthly for actual days provided or in accordance with predetermined milestones.
 - c) Cost of Maintenance following first twelve-month period invoiced in advance for full one-year term.
 - d) Payments due Net 30 Days from receipt of invoice.
- 4 Prices and associated discounts apply solely to this quotation. Unless otherwise specified herein, subsequent orders for additional STARLIMS licenses and services shall be based upon separate quotations.
- 5 *US GSA Prices are Included in this quote*
- 6 When duly executed this Quotation shall form the Program Schedule attached as Appendix A of the Software License and Services Agreement between the Parties dated the ___ day of _____, 2010 (the "Agreement"). If any provision in this Program Schedule conflicts with the terms of the Agreement, the terms of the Agreement will control, unless expressly determined herein. All capitalized terms not defined herein shall have the meaning imparted thereto in the Agreement.
- 7 **Note on Training:** Registration and confirmation will be on a first-come, first-served basis. Registrations will only be confirmed if STARLIMS has received a valid purchase order for the course. STARLIMS reserves the right to cancel any course that does not achieve a minimum number of registered and confirmed attendees. Any attendee registered and confirmed for a course that is subsequently cancelled will be offered alternative course dates at no additional cost. Cancellation by LICENSEE of a confirmed reservation within two weeks prior to the date of the course will result in charge of 50% of the course fees. If a registered and confirmed trainee is unable to attend a course for whatever reason, LICENSEE may register a substitute trainee at no additional cost.

LICENSEE Signature

Name: _____
Title: _____

Date:

STARLIMS Signature

Name: _____
Title: _____

Date:

Upon execution, please fax signed documents to the attention of Controller at 1-954-964-8113 or email scanned documents to controller@starlms.com. Please also mail two sets of original documents to STARLIMS Corporation, 4800 Hollywood Blvd. #515S, Hollywood, FL 33021. Attention: Controller. STARLIMS will return one countersigned copy for your records within 72 hours.



Standard User License

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Copyright

You acknowledge that no title to the intellectual property in the Program is transferred to you, and that title and full ownership rights to the Program will remain the exclusive property of STARLIMS CORPORATION and/or its suppliers.

Reverse Engineering

You agree that you will not, and that you will use your best efforts to ensure that your employees and contractors do not, reverse compile, reverse engineer, modify, translate or disassemble the Program in whole or in part.

Term

The license is effective until terminated as set forth herein. You may terminate the license at any time for any reason whatsoever. STARLIMS CORPORATION may terminate the license if you fail to comply with any term or condition hereof. Upon any termination, you must destroy all copies of the Program in your possession, together with any modifications thereof in any form.

Limited Warranty and Remedies

STARLIMS CORPORATION warrants the media on which the Program is furnished to be free from defects in material and workmanship under normal use, for a period of twelve (12) months from the date of delivery to you as evidenced by a copy of your invoice. This warranty is limited to you and is not transferable. During the twelve (12) month warranty period, STARLIMS CORPORATION or its authorized representative shall replace any media not meeting the foregoing warranty and which is returned to STARLIMS CORPORATION with a copy of your invoice. The foregoing warranty does not extend to any media that has been damaged as a result of accident, misuse, abuse, or as a result of service or modification by anyone other than STARLIMS CORPORATION or its authorized representative. Any replacement media will be warranted for the remainder of the original warranty period.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PROGRAM IS PROVIDED "AS IS" AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THIS PROGRAM, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER STARLIMS CORPORATION NOR ANY OF ITS DISTRIBUTORS WARRANTS THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE PROGRAM WILL BE COMPLETELY UNINTERRUPTED OR ERROR-FREE.

SOME COUNTRIES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS PROVIDED BY THE LAWS OF THE COUNTRY IN WHICH YOU ARE REGISTERED.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER STARLIMS CORPORATION OR ANY DISTRIBUTORS THEREOF SHALL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM, EVEN IF STARLIMS CORPORATION OR ITS DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR FOR ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE ENTIRE LIABILITY OF STARLIMS CORPORATION AND ITS SUPPLIERS, AND YOUR SOLE REMEDY, FOR ANY CLAIMS WHATSOEVER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY STARLIMS CORPORATION'S SOLE NEGLIGENCE NOT TO EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY YOU TO STARLIMS CORPORATION.

Severability

In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of the license.

Export

You agree that you will not export or re-export the Program or any merged portion of the Program without the appropriate United States or foreign government license.

Governing Law

This Agreement will be governed by the laws of the State of Florida without regard to its conflict of law principles. If you have any questions concerning this license, including warranty service, you should contact STARLIMS CORPORATION at Tel. (954) 964-8663.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND STARLIMS CORPORATION WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATIONS BETWEEN YOU AND STARLIMS CORPORATION OR ANY STARLIMS DISTRIBUTOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. ALL RIGHTS NOT SPECIFICALLY GRANTED IN THIS STATEMENT ARE RESERVED BY STARLIMS CORPORATION.

End of Budgetary Proposal

EXHIBIT I - GSA CONTRACT

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STARLIMS CORPORATION
TERMS & CONDITIONS

Contractor: STARLIMS CORPORATION – [GS-35F-0660P]
Manufacture: STARLIMS CORPORATION

DESCRIPTION: SCHEDULE 70

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE, AND SERVICES – Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative
Purchasing provides authorized State and local government entities access to information technology
items offered through GSA’s Schedule 70 and the Corporate contracts for associated special item
numbers. Contracts with the COOP PURC icon indicate that authorized state and local government
entities may procure from that contract**

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES – SUBJECT TO COOPERATIVE
PURCHASING – Includes operating system software, application software, EDI translation and
mapping software, enabled E-mail message based products, Internet software, database management
programs, and other software.**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers - Application Software

Microcomputers - Application Software

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES – SUBJECT TO
COOPERATIVE PURCHASING – Includes resources and facilities management, database planning
and design, systems analysis and design, network services, programming, millennium conversion
services, conversion and implementation support, network services project management,
data/records management, subscriptions/publications (electronic media), and other services.**

FPDS Code D306
FPDS Code D308
FPDS Code D311

IT Systems Analysis Services
Programming Services
IT Data Conversion Services

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Terms and Conditions of Support Service:

1. **SERVICE RESPONSIBILITY.** STARLIMS Corporation will provide service during the Term for covered Software as specified below.

- a. Includes telephone, fax, and Internet BBS operational support. **Phone support hours are from 9:00 am to 5:30 pm Eastern time during normal business days.** Support Services are not provided during official Federal Holidays. We will return your phone call within 4 business hours. In the U.S., direct dial 504-393-6955 for the StarLIMS help desk helpdesk@starlims.com. For Bulletin Board access point your browser to www.starlims.com and click BBS entrance. If this is your first time, please register by clicking on registration.
- b. Software updates and electronic documentation updates that are issued while your Support Contract is in force. These may be issued from time to time as the StarLIMS software is updated. Maintenance updates are also posted on the StarLIMS Bulletin Board for downloading by interested customers.

2. **Exclusions from Coverage:**

- a. The Support Contract excludes Software updates for all third party software, including but not limited to report writers, network operating systems and database software.
- b. The Support Contract excludes the support and debugging of all SQL statements not supplied by STARLIMS Corporation, including but not limited to SQL modified or developed by Customer and/or SQL-based "User Actions" modified or developed by Customer.
- c. The Support Contract excludes the configuration and support of database software.

If you have any questions about your Support Contract, please contact STARLIMS CORPORATION at 954-964-8663.

3. **WARRANTY.** STARLIMS CORPORATION's sole responsibility under this Support Contract shall be limited to providing service during the Term in accordance with Section 1. **Service Responsibility.** STARLIMS CORPORATION makes no warranty, express or implied, in fact or by operation of law, statutory or otherwise, as to any service furnished or as to the Software serviced.

STARLIMS CORPORATION expressly EXCLUDES all other express or implied warranties including but not limited to warranties of MERCHANTABILITY and of FITNESS for a particular purpose, use, or application.

4. DAMAGES AND LIABILITY. STARLIMS CORPORATION'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY STARLIMS Corporation. FOR THE SERVICE RENDERED OR TO BE RENDERED, OR FOR ANY SOFTWARE, RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL STARLIMS Corporation BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME ARISING FROM THIS SUPPORT CONTRACT OR SERVICE OR SOFTWARE FURNISHED OR TO BE FURNISHED, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, ORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

5. INDEMNITY. Customer shall indemnify and defend STARLIMS Corporation from any and all damage, injury or liability resulting from, or in any way related to, any fault or neglect of Customer, its employees, agents or licensees, or any use, operation or service of any Software contrary to any written warning or instruction given by STARLIMS Corporation, or with respect to OSHA, toxic substances, air quality, water quality, hazardous waste, Superfund or other environmental liability, including but not limited to fines, penalties, cleanup costs or tort, related to the use, operation or service of any Software.

6. GENERAL

- a. This Support Contract shall be binding on the parties, their heirs, administrators, executors, representatives and assigns. Customer shall not assign this Support Contract or its rights without the prior written consent of STARLIMS Corporation, and Customer assignment without such consent is void from the outset. STARLIMS Corporation service shall not be transferable, and STARLIMS Corporation shall not be required to render service at locations different from those listed on the face of this Support Contract without its written consent.
- b. This Support Contract shall be construed in accordance with the laws of the location of STARLIMS Corporation's service facility specified on the face hereof. Any waiver on the part of either party of any right or interest shall not imply the waiver of any subsequent breach or the waiver of any other right or interest. No claims, regardless of form arising out of, or in any way connected with, this Support Contract, the services rendered or to be rendered, or the Software furnished, may be brought by Customer more than one (1) year after the cause of action has accrued or such shorter statutory period as may be applicable.
- c. This Support Contract, the STARLIMS Corporation warranty and terms and conditions of sale applicable to parts, contain the sole agreement and understanding of the parties concerning the subject matter and supersede all prior communications, oral or written. No representation, promise or condition not expressly provided in writing executed by a proper and duly authorized officer of each of the parties hereto shall be binding on either party.
- d. All disputes, controversies or claims of any kind arising from or in any way related to this contract, its interpretation, its breach, its termination, its invalidity, or the Products, including the jurisdiction of the arbitral panel, shall be settled by final and binding arbitration in Miami, Florida under the rules and procedures of the American Arbitration Association ("AAA"). The arbitral tribunal shall not award punitive damages. The arbitral tribunal award shall be final and binding, shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented, and may not be reviewed by or appealed to any court except for enforcement.
- e. No claims, regardless of form, arising out of, or in any way connected with this contract, the Software or services furnished by STARLIMS Corporation, may be brought by Customer more

than one (1) year after the cause of action has accrued or performance under this contract has been completed or terminated, whichever is earlier.

- f. This Support Contract contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings, representations and warranties, written and oral. If any part of these terms and conditions are held void or unenforceable, such part will be treated as severable, leaving valid the remainder of the terms and conditions.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (504) 393-6955 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00a.m. EST to 6:00p.m. EST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

Support and Update for Programs ("Maintenance Service") is available from STARLIMS on an annual basis.

Maintenance Service includes the following:

1. Unlimited telephone, fax, modem, e-mail and Web site operational support. Phone Maintenance hours are from 9:00 am to 8:00 pm Eastern time during normal business days. STARLIMS shall return LICENSEE's phone call within 4 business hours. In the U.S., dial 1-954-964-8663.
2. Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include documentation updates that are issued by STARLIMS during the period LICENSEE contracts for Maintenance Service. These may be issued from time to time as required or as a Program is updated. Maintenance update and technical notes may be posted on the STARLIMS restricted BBS Internet site at <http://www.STARLIMS.com> for downloading by LICENSEE. The Maintenance Service excludes updates for all third party software, including but not limited to report writers, network operating systems and database software.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits, which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits, which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation, which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
(G-FCI-920) (MAR 2003)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks, which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates,

chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

VERSION 9

SINs	Product #	Product Description
132-33	SL-DOC-09	STARLIMS Document Management (Basic Edition) - STARLIMS Document Management offers the perfect solution for the storage and retrieval of laboratory documents and scientific images. Unlike stand alone document management systems, the SDM offers full STARLIMS integration. Utilizing the functions within STARLIMS affords authorized users complete access to a set of powerful tools for storing, comparing, analyzing and routing the full electronic record as defined by regulatory requirements.
132-33	SL-STB-09	STARLIMS Stability Studies - Create and maintain stability studies seamlessly within your lab's workflow. The module enables the creations of Test Plan templates ("Blue Prints"), incorporating storage conditions and intervals and tests to be performed at each interval. Blue Prints are used to create specific instances of the template each with unique specifications. Contains integral reporting and calculations services allowing intuitive reporting of shelf life data accumulated during the study and the performance of shelf life projections.
132-33	SL-US1-09	STARLIMS Named User Tier 1 - Permits one named user to use STARLIMS applications. Number of Named Users is configured in the STARLIMS user table. Tier 1 pricing is applicable to the first 50 named users in the Licensee organization.
132-33	SL-US2-09	STARLIMS Named User Tier 2 - Permits one named user to use STARLIMS applications. Number of Named Users is configured in the STARLIMS user table. Tier 2 pricing is applicable for all named users within the Licensee's organization beyond Tier 1 level and for limited-use-external users (e.g. customer's queries, suppliers etc.)
132-33	SL-USC-09	STARLIMS Concurrent User - Permits one concurrent user to use STARLIMS applications. This license is offered as an alternative to the Tiered Named User structure above, and may not be combined with that structure. A minimum purchase of 5 concurrent users is required.
132-51	SL-PRO-09	STARLIMS Implementation Package - While the STARLIMS platform provides default functionality for the rapid deployment of common business processes, each organization has individual characteristics that are configured, validated and tested through an iterative site-specific implementation process.
132-51	SL-SON-09	STARLIMS Per Diem On Site Configuration Services - One-Day (8 hrs) STARLIMS Analyst/Trainer/Development On-Site training/analysis.
132-51	SL-SOF-09	STARLIMS Per Diem Off-Site Configuration - One-Day (8hrs) STARLIMS Analyst/Development Off-Site configuration/analysis.
132-33	SL-SAP-09	STARLIMS for SAP® (Certified Interface) - STARLIMS for SAP interface has been certified by SAP AG for the component SAP™ R/3 Enterprise 4.6. The certification of the interface between STARLIMS and SAP confirms the existence of product functionality in accordance with SAP's certification procedure. This certification also meets the SAP requirements for connecting STARLIMS to the mySAP.com platform.
132-33	SL-WAT-09	STARLIMS for Waters® - Empower/Millennium (Certified Interface) - The certified interface between Waters Empower or Millennium32 Chromatography Software and STARLIMS enables bi-directional information flow with the CDS without intervening steps.
132-33	My-CRM-09	MyLims.com Server Application CRM Edition - "An Intranet/Extranet application directly coupled with your STARLIMS database. The application when installed in an Intranet/Extranet setting, allows the lab clients to view analytical services provided by lab (i.e. Tests, Price Lists), View samples status, print COAs, invoices and more. In addition, the CRM edition enables lab clients to interact with the STARLIMS Data base by Requesting Analytical Services, Approving Requests, Pre log samples and more. For detailed functionality of the CRM edition schedule an online demonstration of www.mylims.com (password required)."
132-33	SL-BPC-09	STARLIMS Batch Processor License - This automation license enables scheduling and triggering of STARLIMS functions by time interval (minutes, hours, days), calendar (hour of day, day of week, day of month) and date.
132-33	SL-WSF-09	STARLIMS Web Services Framework - "STARLIMS Web services are self-contained, self-describing modular applications that can be published, located, and invoked across the web. Once a web service is deployed, other applications, independent of the language they were written in and of the platform they reside on, can discover and invoke the deployed service. STARLIMS Web Services Framework provides the required software infrastructure for deploying web services and accessing them via standard tools and methods available within the client application or by using the STARLIMS SOAP Client, which is provided for legacy systems lacking natural support for consumption of web services."

132-33	SL-EDK-09	<p>STARLIMS Enterprise Development Kit - "Application Development Kit, which Enables and Permits the configuration of ONE STARLIMS CORE system to your specific business need. Tools enable you to:-</p> <ul style="list-style-type: none"> ü Modify workflow to fit your specific business needs ü Change the way the software functions ü Add or edit tables ü Modify existing relationships ü Add or edit windows ü Intuitive PL/SQL like macro language"
132-33	SL-CRE-09	STARLIMS Version 9 Enterprise Edition - Combination of SL-BOX-09 and SL-EDK-09
132-33	SD-SER-09	<p>StarDoc Server Licence -New regulatory requirements for electronic record management specify a complete record comprising not only of traditional database fields but also a full archive of related information such as chromatograms, spectra, raw data files and more. With StarDOC, StarLIMS provides tools for capturing, storing, retrieving and sharing the complete electronic record.</p> <p>NOTE: This StarDOC Server License enables full access to all StarDOC archiving and retrieving tools to the aggregate number of StarLIMS User Licenses and Instrument Data Link Licenses. Additional licenses for workstations using StarDOC only are available.</p>
132-33	SL-CRM-09	<p>STARLIMS Customer Relationship Manager - The integrated Laboratory Customer Relationship Manager enables you to attach and maintain project for the various clients, Define different prices for different clients, Define several contact persons for clients, Create a "Quick Quote", View pending or projected samples/analysis per client, Maintain memos, Assign To-do items / reminders, Maintain log of issued reports (Invoices/Quotations/CoA etc) and more.</p>
132-33	My-LMS-09	<p>MyLims.com Server Application (Basic Edition) -An Intranet/Extranet application directly coupled with your STARLIMS database. The application when installed in an Intranet/Extranet setting, allows the lab clients to view analytical services provided by lab (i.e. Tests, Price Lists), View samples status, print COAs , invoices and more.</p> <p>For detailed functionality of this tool see www.mylims.com (password required).</p>
132-33	SL-IDL-09	<p>STARLIMS Instrument Data Link - Permits the capture and archiving of data and meta data from analytical Instruments interfaced to STARLIMS applications. Interfacing is facilitated by STARLIMS integrated Data Capture Utility using direct RS232C connection, instrument ASCII files and other connection options.</p>
132-33	SL-NWA-09	<p>STARLIMS NWA Active-X Seat License - NWA Quality Analyst Active X controls license for one workstation. Licensed technology by North West Analytical Inc. NOTE: This license is required for each STARLIMS workstation utilizing the control chart function associated with calibration and ongoing verification of analytical instruments. A minimum of 5 Licenses required per site.</p>
132-33	SL-BOX-09	<p>STARLIMS Version 9 Core - STARLIMS is a flexible, powerful, full-featured, highly extensible, and scalable Laboratory Information Management System including features such as:</p> <ol style="list-style-type: none"> 1)Support ODBC compliant databases, supports Thin client implementation. Supports Multi-site implementations with a central database. 2)Track versions and maintain electronic documentation of Test methods, Test plans (Sample Monographs), Sample specifications, Client specs, Schedules, and more. 3)Management of various types of reference items that are used when interacting with STARLIMS, such as equipment, materials, vessels, clients etc. 4)Material Management module allowing to maintain many properties of a material, including Synonyms, Physical, structural and chemical properties, recipes, safety compliance information (MSDS), suppliers, inventory levels and more. 5)STARLIMS will assist your lab to meet GLP, GMP, NELAC, 21CFR Part 11 and ISO requirements such as monitoring of training, courses, and certification, Electronic signature, Detailed audit trail, Instrument maintenance documentation, Standards tracking, Control charting, creating a defensible audit trail with reasons for changes; 6)Sample Life Cycle Management that meets your business needs includes: <ol style="list-style-type: none"> a)Multiple or single sample login, b)Customizable information required at login, c)Features for requiring approval before testing, d)Using pre-defined Testing Plans, Ad Hoc Test or Result assignment, e)Sample Receipt, f)Work assignment for analyst and instruments, g)Complete functions for scheduling and managing work loads., h)Creating work list for instruments l)Results entry, Calculations, Support of attachments as results, automated result entry using Data Capture Utility, Instrument verification to verify fitness for testing before allowing results entry. j)Approvals by test, by folders, optional auto approval, retest request, resample request, open investigation and more. k)C of A management. 7)Auto notifications via the STARLIMS Console, Remind user of actions pertaining to Instrument maintenance, Courses to be attended, Notify appropriate user of samples that need approval or other action to continue the sample life cycle. 8)My Folders allows user to view only their samples by sample status. 9)Reporting: Built in reports are used to create barcodes, labels, and generic reports. Reports can be built or modified using Crystal Reports; Reports are customized at the point of use using the STARLIMS Query by Example tool. 10)Real World Interface allows for data aware graphical representation of instruments, processes, or other real world items. 11)Data Capture Utility Parsing Data from many sources via file acquisition or RS232

SINs	Product #	SUPPORT Description
132-33	SL-STB-SUP	starlims stability studies - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-US1-SUP	starlims named user tier 1 - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-US2-SUP	starlims named user tier 2 - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-USC-SUP	starlims concurrent user - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-SAP-SUP	starlims for sap (certified edition) - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-WAT-SUP	starlims for waters... (certified interface) - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	My-CRM-SUP	mylims.com server application.. - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-BPC-SUP	starlims batch processor license - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-WSF-SUP	starlims web services framework- Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-BOX-SUP	starlims version 9 core - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-EDK-SUP	starlims enterprise development kit - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-CRE-SUP	starlims version 9 enterprise edition - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-DOC-SUP	starlims document management (basic edition) - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-SER-SUP	stardoc server licence - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-CRM-SUP	starlims customer relationship manager - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	My-LMS-SUP	mylims.com server application...basic edition - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-IDL-SUP	starlims instrument data link - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-NWA-SUP	starlims NWA active-X seat license - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.

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SIN No.	Part No.	Description
132-33	SL-XFD-LIC	STARLIMS Designer License - The STARLIMS XFD Designer, built to allow authorized users to intuitively configure and make appropriate enhancements and modifications as business requirements change. This Design Mode makes the underlying complexities and inner workings of the system transparent to the user, and employs a set of easy-to-use design tools to enable system administrators and designers to focus on business rules and not on basic system functions, such as GUIs and Internet protocols. Using drag & drop design tools, the STARLIMS XFD Designer dynamically creates XML forms containing both layout tags, used in a declarative way for describing the user interface, and JScript.NET code, used to programmatically handle these elements and corresponding events, as well as make remote calls to business logic services located on the server. Communications between the GUI and the business logic are achieved via standard Web services. The integrated Designer is also used for creating Web services made available to third-party client applications for seamless interoperability between enterprise applications and STARLIMS.
132-33	SL-XFD-AUP	Annual Update Package Program - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-FCL-LIC	STARLIMS Concurrent Full User License - The STARLIMS Full Concurrent User License provides an individual user full access to all STARLIMS functions and wizards at the same time as a permitted number of other users in the customer's organization. Additional industry or platform specific software suites detailed below are offered on a site license basis.
132-33	SL-FCL-AUP	Annual Update Package Program - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-DCL-LIC	STARLIMS Concurrent, Data User License - Often, laboratory data users are not co-located with the main laboratory and STARLIMS' ability to transmit and receive data and sample information beyond the physical walls of the laboratory allows for enhanced efficiency and data utility at a cost effective price. The STARLIMS Concurrent Data User License allows an individual lab data consumer to view analytical services provided by the lab, view sample status, print COAs or invoices at the same time as the permitted number of other users in the LICENSEE's organization.
132-33	SL-DCL-AUP	Annual Update Package Program - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-STB-LIC	STARLIMS Stability Studies Site License - Create and maintain stability studies seamlessly within the lab's workflow. The module enables the creation of Test Plan templates ("Blue Prints"), incorporating storage conditions and intervals and tests to be performed at each interval. Blue Prints are used to create specific instances of the template each with unique specifications. Contains integral reporting and calculation services allowing intuitive reporting of shelf life data accumulated during the study and the performance of shelf life projections.
132-33	SL-STB-AUP	Annual Update Package Program - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-SAP-LIC	STARLIMS for SAP, Site License - STARLIMS for SAP interface has been certified by SAP AG for the component SAP™ R/3 Enterprise 4.6. The certification of the interface between STARLIMS and SAP confirms the existence of product functionality in accordance with SAP's certification procedure. This certification also meets the SAP requirements for connecting STARLIMS to the mySAP.com platform.
132-33	SL-SAP-AUP	Annual Update Package Program - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-33	SL-WAT-LIC	STARLIMS for Waters® Empower - The interface between Waters Empower chromatography data system and STARLIMS enables bi-directional information flow with the CDS without intervening steps. A single window construct allows the user to remain within the workspace instead of accessing a range of applications using cascaded windows.
132-33	SL-WAT-AUP	Annual Update Package Program - Program updates, fixes, corrections, workarounds, releases, versions and enhancements to include Documentation updates that are issued by STARLIMS Corp. during the period Licensee contracts for Support Service.
132-51	SL-SOF-SVC	STARLIMS Per Diem Off Site LIMS Consultant Services - One-Day (8hrs) STARLIMS Analyst/Development Off-Site configuration/analysis.
132-51	SL-SON-SVC	STARLIMS Per Diem On Site LIMS Consultant Services - One-Day (8 hrs) STARLIMS Analyst/Trainer/Development On-Site training/analysis.
132-33	SL-ASP-SUP	STARLIMS Annual Support Plan - Unlimited telephone, FAX, modem, e-mail and Web site operational support. Phone support hours are from 9:00 am to 5:00 PM Eastern Time during normal business days. Support Service is not provided during official Federal holidays. STARLIMS shall return User's phone call within 4 business hours. Support Service excludes the support and debugging of all SQL statements not supplied by LIMS, including but not limited to SQL statements modified or developed by Licensee and/or SQL- based "User Actions" modified or developed by Licensee.

EXHIBIT II – INSURANCE REQUIRMENTS

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INSURANCE

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Purchasing & General Services Department, which shall be clearly labeled "Starlims Software Licenses, Initial Maintenance & Support" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing & General Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

d. Personal Injury e. Contractual Liability f. Damage to property rented by you.	\$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Purchasing & General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

G) .In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

K) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.