

Tenjin Terms and Conditions

Please read these Terms and Conditions before accessing or using the Services. This Agreement sets out the terms and conditions on which Biomni provides the Services to the Client. By purchasing any of the Services from Biomni or by clicking the '**Submit**' button, the Client:

- a) indicates that it has read and understood these Terms and Conditions; and
- b) agrees to be legally bound by them and comply with the terms.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 **"Affiliate"** means an entity that, either directly or indirectly, controls, is controlled by or is under common control with the relevant entity;

1.2 **"Agreement"** means this Agreement, consisting of a Subscription Plan (where applicable), the Policies, these Terms and Conditions and all Schedules;

1.3 **"Authorised User"** means a person permitted by the Client, in accordance with the terms of this Agreement, to access and use the Services including but not limited to employees, consultants, third party end users such as visitors to the Clients website, customers of the Client (solely where authorised in writing by Biomni), contractors and service providers of the Client;

1.4 **"Charges"** means the charges payable for the Services as set out in a Subscription Plan;



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1.5 **“Client”** means the person identified as such in the Subscription Plan or where there is no Subscription Plan, the individual or company who is given access to the Services;

1.6 **“Client Content”** means any data sets, information, materials, documents, computer programs or similar material, media, audio, images,, comments, notes, links to third party websites, and any other content, data and information, whether provided by the Client, an Authorised User or a person acting on behalf of the Client; and is provided to Biomni whether directly or through the use of the Services;

1.7 **“Confidential Information”** means information (in any format – including electronically stored information and tangible embodiments in whatever form (including back-ups)) that falls within any of the following categories: (a) it is Client Content (where applicable); (b) it is marked as “confidential” (or similar); (c) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including information concerning a Party’s business operations or affairs (including research and development efforts, inventions, drawings, models, trade secrets, know-how, formulae, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with suppliers and customers, finances, personnel, computer software and algorithms); (e) similar information of third parties (including Affiliates) that a Party maintains in confidence; (f) in respect of Biomni Confidential Information, the technical functionality of the Services, API or other interface information and materials and Biomni’s other Intellectual Property Rights; or (g) any combination of the foregoing;

1.8 **“Force Majeure Event”** has the meaning given to it in Clause 15.3;



1.9 **“Information Systems”** means information technology and communications systems, networks, services and solutions (including all assets that either (a) form part of such systems and networks, or (b) are used in the provision of such services and solutions);

1.10 **“Intellectual Property Rights”** means all intellectual property rights in any country or jurisdiction, including rights in patents, inventions, trade secrets and other rights in know-how, copyrights, rights affording equivalent protection to copyright, data, rights in databases, registered designs, design rights, industrial designs and utility models, rights in computer software, the right to use (and protect the confidentiality of) confidential information, trademarks, trade names, business names, trade dress, logos and domain names, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.11 **“Insolvency Action”** means any corporate action, legal proceedings or other procedure or step taken in relation to or leading up to:

(a) a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement);

(b) a composition, compromise, assignment or arrangement with any creditor;

(c) commencing action to appoint, or the appointment of, a liquidator (other than in respect of a solvent liquidation), receiver,

administrative receiver, administrator, compulsory manager or other similar officer; or

(d) or any analogous procedure or step is taken in any jurisdiction;

1.12 **“Minimum IT Requirements”** means the minimum IT requirements for the use of the Services as detailed [here](#) on our website and as amended from time to time;

1.13 **“Platform”** means the Tenjin SaaS solution provide to the Client on the terms of this Agreement and any other software or similar materials, including any components, features and functions made available by Biomni under this Agreement as part of the Services;

1.14 **“Personal Data”** has the meaning given in Schedule 1;

1.15 **“Policies”** means collectively the Tenjin User Policy, special service terms, support services agreement and any other policies or terms that are incorporated in the Agreement by reference herein, as amended from time to time;

1.16 **“Receiving Party”** means a Party that, directly or indirectly:
(a) receives; (b) is exposed to; or (c) has the ability to access, Confidential Information of the other Party;

1.17 **“Services”** means the services provided by Biomni to the Client as set out in the Subscription Plan, including the Platform and Support Services where applicable.

1.18 **“Subscription Plan”** means any order form or notification that details the subscription and Services purchased by the Client and provided by Biomni;



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1.19 **“Support Services”** means the support services that are detailed in the Tenjin Support Document which can be accessed [here](#);

1.20 **“Tenjin User Policy”** means the restrictions and requirements relating to access to and use of the Services which can be found on our website [here](#);

1.21 **“Virus”** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.22 **Interpretation**

In this Agreement:

(a) **“including”** shall be construed without implying limitation (and variants of “including” shall be interpreted accordingly);

(b) references to a **“person”** (whether or not a party to this Agreement) shall be deemed to include references to a natural person, corporate, unincorporated body, partnership or any other entity having legal capacity, as well as that person’s agents and employees (and, if that person is a legal entity, to that person’s officers);



(c) **“subcontractor”** shall include subcontractors of subcontractors, and so on;

(d) any reference to a statute, statutory provision or statutory instrument includes a reference to all rules and regulations made under it, in each case as any such statute, statutory provision, statutory instrument, rule or regulation is from time to time in force and is from time to time amended, extended, consolidated, re-enacted, replaced, superseded or otherwise converted, succeeded or modified or incorporated into law.

2. Services

2.1 In consideration for the payment of the Charges by the Client, Biomni shall make the Services available for use by the Client in accordance with the requirements of this Agreement.

2.2 Biomni hereby grants to the Client a non-exclusive, non-transferable right and licence during the term of this Agreement to access and use the Services as set out in this Agreement.

2.3 The Client may exercise the rights and licence granted to it under Clause 2.2 through Authorised Users provided at all times such use is in accordance with the Tenjin User Policy. Unless otherwise stated in the Client’s Subscription Plan, the Services shall only be used for the internal business purposes of the Client.

2.4 The Client will:

(a) be responsible for the acts and omissions of any Authorised User, including any person granted rights by the Client to use the Services, as if they were the acts and omissions of the Client; and

(b) except to the extent caused by an act or omission of Biomni, be responsible for managing the use of all login details made available to the Client and its Authorised Users and be



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responsible for use of the Services via any logins issued to it or its Authorised Users.

2.5 Except as expressly authorised in this Agreement or otherwise agreed in writing between the Parties, the Client shall not:

- (a) rent, lease, sublicense, distribute, transfer, copy, reproduce, modify or timeshare the Services or any portion of the same;
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties; or
- (c) authorise any person who is not an Authorised User to access or use the Services under an Authorised User's account.

2.6 The Client will notify Biomni immediately if it becomes aware that a Client login or password details have been lost, stolen or shared in breach of this Agreement, the Services have been accessed on the Client's behalf otherwise than in accordance with the terms of this Agreement or that there has been any other breach of security of the Services.

2.7 If Biomni reasonable believes and/or is made aware that the Client may i) violate the Agreement, ii) violate any law, regulation or rights of a third party, including but not limited to, rights under the copyright law and data protection, iii) pose a security risk to the Services or any users of the Services or otherwise adversely impacts the Services or Biomni's systems or the content of any other user, or iv) subject Biomni or any third part to liability, Biomni has the right to immediately remove,



disable access to and/or suspend the Services without notice to the Client.

2.8 Biomni will not be responsible for any failure to deliver the Services in accordance with this Agreement (including delays, use interruptions, delivery failures) to the extent such failure is caused by a failure of Client to meet the Minimum IT Requirements to support the Services.

2.9 Third party content and services may be made available to the Client, directly or indirectly, through the Services. Accessing such third party content or services may cause your Information Systems to communicate with third party websites. Such third party websites are governed by the terms found on such sites and otherwise associated with the third-party content or services. The Client acknowledges that any viewing, access to and/or link to third party websites are done at the Client's sole risk. Biomni shall not be responsible for any loss or damage caused by the Clients viewing, use or reliance on third party content or services.

2.10 Biomni reserves the right to vary, update, suspend, amend and/or modify the Services at the sole discretion of Biomni and without prior notice to the Client. In addition to the foregoing, Biomni may at any time make feature or functionality updates to the Services. If Biomni implements a material change to the Services, which is no longer compatible with the requirements of the Client, the Client may terminate the Agreement on 30 days written notice to Biomni.

3. CLIENT CONTENT

3.1 The Client shall own all right, title and interest in and to all of the Client Content and any other materials provided by the Client and/or an Authorised User in connection to the Services, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Content, including but not



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limited to compliance with all applicable Data Protection Legislation.

3.2 By creating, submitting, posting, developing or otherwise making content available to Biomni and/or others through the use of the Services, the Client acknowledges and agrees that:

- (a) the Client will evaluate and bear all risks associate with Client Content;
- (b) under no circumstances will Biomni be liable in any way for the Client Content, including but not limited to, any loss or damage, any errors or omissions, or any unauthorised access or use;
- (c) the Client is responsible for backing up and protecting the confidentiality of Client Content; and
- (d) where such information is published on the Platform and made available to third parties with access to the Services, the Client Content is no longer confidential and may be used, reproduced, modified, publicised, displayed and/or adapted.

3.3 The Client shall be responsible for maintaining and storing any and all backups of its Client Content and for the avoidance of doubt, Biomni shall not be responsible for backing up such Client Content. In the event of any loss or damage to Client Content, the Client's sole and exclusive remedy against Biomni shall be for Biomni to use reasonable commercial endeavours, at the cost of the Client, to restore the lost or damaged Client Content from the latest back-up of such Client Content that may have been maintained by Biomni in line with Biomni's Policies. Biomni shall not be responsible for any loss, destruction, alternation or disclosure of Client Content caused by any third party (except those third parties sub-contracted by Biomni to



perform the Services relating to Client Content under this Agreement).

3.4 Biomni may delete the Client Content from the Services. In addition to Biomni's right to delete Client Content, on termination of this Agreement Biomni reserves the right to delete inactive accounts or purge related content without further notice to the Client and Biomni shall have no responsibility or liability for delete of such Client Content.

3.5 Subject to Clause 7 (Confidentiality) and Clause 9 (Data Protection and Information Security), Biomni shall be entitled to use, collect, analyse and copy data (excluding for the avoidance of doubt personal data) and/or information in connection with the Client's and Authorised User's use of and interaction with the Services for its own business purposes, including for the improvement of the Services. Data may include aggregated and anonymised data on how the Services are used, details of popular inputs to the Platform and data on utilisation of features of the Services.

4. INVOICING AND PAYMENT

4.1 The Client shall pay Biomni the Charges, and at the relevant times and frequencies, as detailed in a Subscription Plan or as otherwise agreed in writing between the Parties.

4.2 The Client shall pay all amounts due within 30 days of receipt by the Client of an invoice unless otherwise specified in a Subscription Plan.

4.3 The Charges are stated exclusive of VAT (or equivalent sales tax) and where applicable the Client shall pay such VAT (or equivalent sales tax) at the rate prevailing at the time of issuing the relevant invoice(s).



4.4 The Client shall make all payments under this Agreement without withholding or deduction of, or in respect of, any tax unless required by law.

4.5 Biomni may charge the Client interest on overdue Charges at the rate of four per cent (4%) per annum above the base rate of the Bank of England from time to time, from the due date until payment is made (calculated on an annual basis but accruing daily), whether before or after judgment.

5. TERMINATION

5.1 Either Party may terminate this Agreement at any time by giving at least 30 days' written notice to the other Party at any time.

5.2 Either Party may terminate this Agreement with immediate effect upon written notice to the other Party if:

- (a) the other Party is in material breach of this Agreement, provided:
 - (i) the Party not in breach has given the Party in breach written notice of such breach; and
 - (ii) the Party in breach has failed to cure such breach within 30 days of receipt of the above notice; or
- (b) the other Party suffers an Insolvency Action.

5.3 Biomni may terminate this Agreement with immediate effect upon written notice to the Client if Client fails to pay any valid invoice (that is not disputed) when due.

5.4 Upon termination of this Agreement, all outstanding invoices shall become immediately due and payable by the Client

to Biomni and the Client shall not be entitled to a refund for any Charges already paid.

6. PROPRIETARY RIGHTS

6.1 Other than as expressly stated in this Agreement, the Client (or any Authorised User) shall not obtain any Intellectual Property Rights whatsoever under or in connection with this Agreement. Without limiting the foregoing, all right, title and interest in and to the Intellectual Property Rights in the Services and any other materials (other than Client Content) provided by or on behalf of Biomni under this Agreement (including in any upgrades, new releases, customisations, configurations and developments) shall remain exclusively with Biomni.

6.2 Save as expressly permitted under this Agreement, the Client shall not do anything that infringes Biomni's (or its licensors') Intellectual Property Rights in the Services or any other materials provided by or on behalf of Biomni under this Agreement.

6.3 Biomni may provide information on API's and other interfaces with third party software or systems and other development materials as part of the Services. The Client acknowledges and agrees that any API information and development materials made available by Biomni as part of the provision of the Services to the Client, are:

- (a) confidential and proprietary to Biomni;
 - (b) may not be distributed, disclosed or otherwise provided to third parties;
 - (c) provided "as is" and without any warranty of any kind;
- and



(d) may be used only internally and only in conjunction with and for the Client's own authorised internal use of the Services.

7. CONFIDENTIALITY

7.1 Each of the Parties acknowledges that it is likely to receive or to be exposed to or to have the ability to access Confidential Information of the other Party. Each Party shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

7.2 Notwithstanding Clause 7.1, a Receiving Party's obligations of confidentiality contained in this Agreement shall not apply:

(a) to the extent required by law, by any court of competent jurisdiction, or by an official regulatory body; or

(b) to information that:

(i) at the time of disclosure was in the public domain or comes into the public domain other than through breach of this Agreement by the Receiving Party;

(ii) was known by the Receiving Party (as established by its own records or other competent proof) before the Receiving Party received the information, or was exposed to it, or had the ability to access it; or

(iii) is lawfully disclosed to the Receiving Party by a third party acting in good faith and not bound by a confidentiality obligation.

7.3 The obligations of confidentiality contained in this Agreement shall continue in force indefinitely.

8. DISCLAIMER AND WARRANTIES

8.1 The Client warrants to Biomni that:



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- (a) it has the right, power and authority to enter into this Agreement; and
- (b) any Client Content will not:
 - (i) infringe any Intellectual Property Rights or any other rights of any third party;
 - (ii) infringe the Data Protection Legislation; or
 - (iii) contain any material which is unlawful, hateful, obscene, libellous, threatening or defamatory;
- (c) it will comply, and procure that its Authorised Users comply, with the Tenjin User Policy and will promptly notify Biomni if it becomes aware of any event or circumstance that has caused its Authorised Users to fail to comply with the Tenjin User Policy;
- (d) it will carry out all Client responsibilities in a timely and efficient manner including providing all reasonable cooperation to Biomni and providing information as reasonable requested from time to time by Biomni;
- (e) where necessary and appropriate, it has (and will continue to have at all relevant times) the full authority of each of the Authorised Users or any relevant third party to provide, post, link to, make available and let others use any Client Content or other material that it provides to Biomni in connection with the Services and/or uploads directly to Platform to be made available to Authorised Users and/or third parties;
- (f) it will be, to the extent permitted by law, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Biomni and all problems, conditions, delays, delivery failures and all other loss or



damage arising from or relating to the Client's network connection or telecommunications links; and

(g) the Client will use the Services in compliance with all applicable laws.

8.2 The Client shall notify Biomni immediately if it becomes aware at any time that the warranties set out above cease to be accurate.

8.3 The Client warrants to Biomni that it shall use reasonable endeavours to ensure that any Client Content will not contain any Virus, including by using the latest version of anti-Virus definitions and software available from an industry accepted anti-Virus software vendor.

8.4 The Services are provided 'as is', and Biomni does not provide any express or implied warranty with respect to the accuracy, completeness or timeliness of the Services, and Biomni:

(a) does not warrant, that:

(i) the Client's use of the Services will be uninterrupted or error-free;

(ii) the Services will meet the Client's requirements; or

(iii) the Services will be free from vulnerabilities.

(b) is not responsible for any delay, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.



8.5 Insofar as permitted by law, Biomni disclaims all warranties, representations or conditions not expressly stated in this Agreement (including implied warranties in respect of fitness for a particular purpose, performance and suitability).

9. DATA PROTECTION AND INFORMATION SECURITY

Biomni and the Client shall comply with the provisions of the Information Security Policy and the Data Processing Agreement which can be accessed on the Biomni website, as amended from time to time.

10. INDEMNITIES

10.1 Biomni shall defend the Client against any claim made against the Client alleging that the Client's use of the Services in compliance with this Agreement infringes the Intellectual Property Rights of any third party. Biomni shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claim. Biomni shall not be liable with respect to any claim to the extent it is caused by:

- (a) the Client Content;
- (b) any act or omission of the Client; or
- (c) the use of the Services other than as permitted under this Agreement.

10.2 The Client shall defend, indemnify and hold harmless Biomni and their respective directors, officers, agents and employees (collectively "**Indemnitees**") from and against all claims made or threatened against any Indemnatee (each a "**Client Infringement Claim**") alleging that use or possession (as applicable) of the Client Content infringes the Intellectual Property Rights of any third party. Such indemnity shall include all liabilities, losses, costs, damages and expenses (including reasonable legal



fees) suffered or incurred by an Indemnatee arising as a consequence of or in connection with such Client Infringement Claim.

10.3 In the event of a claim under Clause 10.1, Biomni may at its discretion:

- (a) procure for the Client the right to use the Services; or
- (b) provide the Client with access to and use of a non-infringing replacement of the Services, or modify the Services so that it becomes non-infringing, provided that any replacement or modification (or both) has materially the same functional.

10.4 Upon Biomni's execution of one of the options set out in Clause 10.3, Biomni shall be relieved of any further obligation or liability to the Client as a result of any such Infringement Claim

11. LIABILITY

11.1 Nothing in this Agreement shall exclude or limit:

- (a) Either Party's liability for:
 - (i) death or personal injury caused by its negligence;
 - (ii) fraud; or
 - (iii) any other liability that may not be limited or excluded by mandatory law; and
- (b) the Client's liability in respect of any undisputed Charges.

11.2 Subject to Clause 11.1, neither Party shall be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise under or in connection with this Agreement for:

- (a) loss of profit, revenue, business or premium;



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- (b) loss of, damage to, or corruption of data;
- (c) loss of goodwill or damage to reputation; or
- (d) any special, incidental, consequential, indirect or punitive damages

even if such Party has been advised of the possibility of such damages.

11.3 Subject to Clause 11.1, the liability Biomni for any claim arising under this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall, in respect of each 12 month period commencing on the Effective Date, shall not exceed an amount equal to the total Charges paid or payable by the Client to Biomni under this Agreement during that 12 month period. In the event the Services have been provided 'free' and with no charge payable, Biomni's liability shall be nil (subject to Clause 11.1) for the period of time the Services are made available without charge.

11.4 Subject to Clause 11.1, except as expressly and specifically provided in this Agreement:

- (a) Biomni will have no direct liability to any Authorised User, whether in contract, tort (including negligence), breach of statutory duty or otherwise in connection with the provision of and use of the Services;
- (b) the Client assumes sole responsibility for results obtained from the use of the Services by the Client and any Authorised Users, and for conclusions drawn from such use. Biomni shall have no liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any damage caused by errors or omissions in any information, instructions or scripts



provided to Biomni by the Client in connection with the Services, or any actions taken by Biomni at the Client's direction; and

(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

(d) Biomni shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) under or in connection with this Agreement for:

(i) the accuracy, validity or completeness of any Client Content or information provided by the Client, any Authorised User or any other party to inform and/or train the Services; or

(ii) any loss or damage arising from any link to another platform or website.

12. RECORDS, AUDIT AND INFORMATION

12.1 Audit of Client use of Services. If Biomni has a reasonable belief that the Charges paid by Client are not correct or that the Client has not used the Services in accordance with this Agreement (and Biomni is not able, in accordance with this Agreement, to ascertain compliance itself via the Services), the Client will, on reasonable request from Biomni, provide all reasonable information as requested by Biomni to enable Biomni to ascertain if the Clients Charges are correct and/or use of the Services are in line with this Agreement.

13. ANTI-BRIBERY LAWS, MODERN SLAVERY, AND ANTI-TAX EVASION

13.1 Each Party shall and shall ensure its associated persons comply with and shall not through their acts or omissions put the other Party (or the other Party's Affiliates) in breach of, the UK Bribery Act 2010, Modern Slavery Act 2015 and all similar national



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laws intended to prevent bribery and corruption that apply to the relevant Party and its associated persons.

14. MODIFICATION OF THESE TERMS

14.1 Biomni reserves the right at any time to modify and/or vary these Terms and Conditions upon notice to you. Notice of modification of these Terms and Conditions may occur by i) posting the revised terms of the Biomni website, ii) via email or iii) any other manner deemed reasonably by Biomni. Unless otherwise agreed, if any modification of these Terms and Conditions is unacceptable to the Client, the Client must stop using the Services and any continued use of the Services by the Client after any such modification will constitute the Clients acceptance of such modification.

14.2 Biomni reserves the right to modify its Policies from time to time.

15. GENERAL PROVISIONS

15.1 Biomni is and shall remain an independent contractor and this Agreement shall not be construed to create an association, partnership or joint venture, relation of principal and agent or of employer and employee between the Client and Biomni.

15.2 Biomni's non-performance of any obligation under this Agreement will be excused if and to the extent such non-performance is a direct consequence of a breach by the Client of the Tenjin User Policy.

15.3 Biomni shall not be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement to the extent that such failure or delay is caused by any event or circumstance beyond its reasonable control. Such an event may include any act of God, flood, lightning or fire, storm, act or omission of Government, war, military operations or riot, failure of a utility service or transport or



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telecommunications network or the internet or epidemic or pandemic (including COVID-19) (a **"Force Majeure Event"**).

15.4 In the event of a Force Majeure Event as described above, Biomni shall give notice in writing to the Client giving details of such Force Majeure Event and its expected duration. For the avoidance of doubt, no Force Majeure Event will relieve the Client of its obligation to pay the Charges.

15.5 This Agreement sets out the entire agreement between the Parties and supersedes all prior agreements, arrangements and understandings, oral or written, between the Parties relating to the subject matter of this Agreement.

15.6 Biomni may subcontract or otherwise delegate all or part of its obligations under this Agreement.

15.7 No delay, omission or failure by either Party to exercise any of its rights under this Agreement shall be deemed to be a waiver of such rights.

15.8 Notices under this Agreement shall be in writing and may be given or made by personal delivery or by prepaid registered post addressed to the intended recipient at the address specified on the Subscription Plan and if so served shall, in the case of a notice sent by post, be deemed to be served on the second day following the date of posting and, if by personal delivery, on the date of such delivery.

15.9 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement. The Parties may amend, renew, rescind, terminate or otherwise vary all or any of this Agreement or any term of it without the consent of any person.



This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and interpreted in accordance with the laws of England. Biomni and Client submit to the exclusive jurisdiction of the English courts for the resolution of any dispute concerning or connected with this Agreement and any non-contractual obligations arising out of or in connection with it.



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