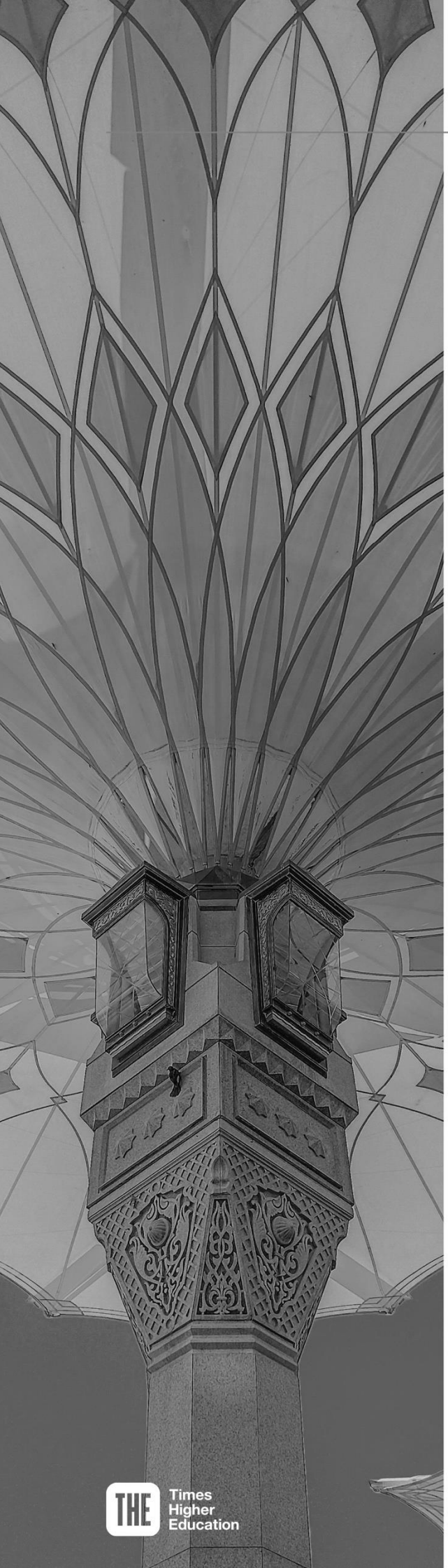
Times Higher Education

THE X Batterjee Medical College
DataPoints Renewal Contract

Batterjee Medical College | Kingdom of Saudi Arabia





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Executive Summary:

Thank you for your interest in renewing the Batterjee Medical College's subscription to *THE DataPoints* in order to unlock key analysis on performance in *THE's* Impact Rankings and Arab University Rankings.

Through the Impact & Arab University Rankings Dashboards THE provides world leading higher education analytics to unlock key analysis on performance in *THE's* World University Rankings and Impact Ranking.

Helping universities improve through performance analysis.

THE is the leading provider of higher education data for the world's research-led institutions. Our work with individual clients builds on the foundations of our World University Rankings, World Reputation Survey and Impact Rankings which have been adopted as a geo-political indicator as well as an aid to strategic management of institutions and a crucial factor in the study choices made by millions of students around the world.

Our DataPoints suite of tools is designed to provide detailed performance information across all of the core areas of university activity, as well as allowing comparison and benchmarking against other institutions – whether competitors or collaborators – across regions, subjects and other key criteria.

THE DataPoints:

SDG Impact Dashboard

THE's SDG Impact Dashboard is a benchmarking tool designed to support universities' sustainability efforts by decoding and analysing the data behind THE's Impact Rankings, based on the UN's Sustainable Development Goals.

Through the right institutional performance data and insights into the best practices regionally and globally, understand how to improve your university's position in the rankings, recognize opportunities and threats, identify possible collaborators and leaders in each field, and even inform future sustainability strategies.

With user-friendly benchmarking and competitor analysis tools specifically designed for strategic planners, easily access tactical guidance, and identify priorities at a global or domestic level, create summary reports to share with internal stakeholders, or export data to use in your own analysis and tools.

- Features of the SDG Impact Dashboard
- Access to all underlying data behind THE Impact Rankings
- At-a-glance insights into global and domestic institutional performance
- Insights into the contribution of individual metrics to score each SDG
- At-a-glance performance analysis versus peers around the world
- Data export functionality
- Summary report generation
- Access raw data and the evaluation of policies and other evidence

Arab University Rankings Dashboard

The Arab University Rankings Dashboard is one of THE's latest platforms designed to better support institutions in the Arab region. It allows universities to track their performance and compare it with regional peers. By analysing key metrics such as research output, international collaborations, and faculty qualifications, universities can gain valuable insights into their strengths and weaknesses, as well as identify areas for improvement.

This dashboard not only enables universities to monitor their rankings but also to benchmark themselves against the competition. In doing so, it provides a roadmap for strategic planning, thereby enhancing their overall reputation and academic quality.

Universities can compare their performance nationally, regionally, against the top 25 institutions, and even to individual peers. This dashboard allows users to dive deep into each metric to gain a more granular understanding of their performance.

- Top 25 universities Analysis.
- Rank distribution.
- Overall score distribution.
- Performance analysis for pillars.
- Performance analysis for metrics.
- Score analysis for benchmarking.
- Plots to analyse metrics against each other.
- Access to all datapoints within ranking.

Proposal Options:

Option 1: 3-Year Subscription *(billable annually)*

Product	[redacted]
Impact Dashboard Core Subscription	
Arab University Ranking Dashboard*	
Special rate for BMC (Valid until 30th March 2024)	

Datasets included in 3-year subscription:

Product	2023	2024	2025	2026	2027	2028	2029
SDG Impact Dashboard	☒	☒	☒	☒	☒	☐	☐
AUR Dashboard	☒	☒	☒	☒	☒	☐	☐

Please bear in mind that the WUR Dataset is always represented by the following year, so a single calendar year would be represented by SDG 24, Reputation 24 and AUR 25.

Option 2: 5-Year Subscription *(billable annually)*

Product	[redacted]
Impact Dashboard Core Subscription	
Arab University Ranking Dashboard*	
Special rate for BMC (Valid until 30th March 2024)	

Datasets included in 5-year subscription:

Product	2023	2024	2025	2026	2027	2028	2029
SDG Impact Dashboard	☒	☒	☒	☒	☒	☒	☒
AUR Dashboard	☒	☒	☒	☒	☒	☒	☒

Please bear in mind that the WUR Dataset is always represented by the following year, so a single calendar year would be represented by SDG 24, Reputation 24 and AUR 25.

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edX Enterprise Product Order Form

Customer Details

Customer name	Batterjee Medical Colleges	
Business contact	Ahmed Essam Altyar	ahmed.altyar@bmc.edu.sa
Billing contact	Ahmed Khalid	ahmed.eissa@bmc.edu.sa
Quote number	Q-06533	Pricing valid until Dec 31, 2025
Payment Terms	Due on receipt	

Order Details

Product	**Description**	**Start Date**	**Expiration Date**	**Net Price** (USD)	**Auto-Renew**	**Billing Frequency**
Learner Credit	Credit for course enrollments on either edX.org or GetSmarter.com with a total redemption value of $300,900.00 (USD).	Jan 01, 2026	Jun 30, 2027	[redacted]		
Data Package	See edX Enterprise Product Descriptions and Terms below	Jan 01, 2026	Jun 30, 2027			
Account Authentication	See edX Enterprise Product Descriptions and Terms below	Jan 01, 2026	Jun 30, 2027			
Standard Support Services	See edX Enterprise Product Descriptions and Terms below	Jan 01, 2026	Jun 30, 2027			

Total amount to be invoiced upon signature (USD)	[redacted]

Customer shall pay the total amount as specified above to be invoiced upon signature by edX LLC and/or one of its affiliates ("edX") and any additional sums as may be due under this Order Form. The above total does not include any applicable taxes. Notwithstanding anything to the contrary as stated herein, Customer acknowledges and agrees that edX shall not enable access to products and related enterprise services unless and until payment of the total amount to be invoiced upon signature is received in full. ALL SALES FINAL, NO REFUNDS.

Customer hereby orders from edX the products and related enterprise services listed above as described in this Order Form. For purposes of clarity, Customer acknowledges and agrees that only the "Learner Credit" product, if applicable, shall enable access to course enrollments facilitated by edX.org or GetSmarter.com; all other enrollment products listed on the cover page of the Order Form are solely to facilitate access to massive open online courses operated on the edX.org platform. This Order Form is effective as of the date of last signature below and is subject to and incorporates the applicable product descriptions and terms set forth in the edX Enterprise Product Descriptions and Terms located at https://business.edx.org/product-descriptions-and-terms. In addition, this Order Form is issued under and incorporates the terms and conditions set forth in the edX Enterprise Sales Terms and Conditions located at https://business.edx.org/enterprise-sales-terms. Each person signing this Order Form hereby represents and warrants that he or she has full authority to execute this Order Form for the party on whose behalf he or she is signing.

	Batterjee Medical Colleges		**edX LLC** **By 2U, LLC, its sole member**
Signature	Signed by: Osama A. Kensara 6D3C6E61660A444...	**Signature**	Signed by: Heather Hoffert 5CB8659BBC99470...
Name:	Osama A. Kensara	**Name:**	Heather Hoffert
Title:	CEO	**Title:**	SVP Accounting
Date:	2025-12-16	**Date:**	2025-12-16

AMBOSS

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Batterjee Medical College
Medicine Program
P.O. Box 6231
North Obhur, Jeddah
Prince Abdullah Al-Faisal Street
21442 Jeddah, Saudi Arabia

INVOICE

[redacted]

Thank you for your order. Included are the following charges:

Pos	Article	Description	Quantity	Unit	Tax	Price	Amount $
1	34	AMBOSS Plus English (Unlimited Library and Unlimited Questions per month per student) for 638 students at BMC.	[redacted]				
2		AMBOSS Plus English (Unlimited Library and Unlimited Questions per month per student) for 308 students at BMC in M1 and M2.					

This concerns the provision of services rendered by electronic means for which the service recipient owes VAT (§13b UStG reverse charge procedure).
The net amount is free of any taxes. The Client has to pay the agreed net amount in full to the Provider. Any fees, withholdings and taxes, including the VAT, which are charged in Saoudi Arabia, have to be paid additionally by the Client and if possible directly to the respective local authorities.

13/10

Dr. Osama Adnan Kensara
BMC Dean

Please transfer the invoice amount to the account below within 60 days, with the invoice number as a reference.

Managing Directors:
Dr. med. Madjid Salimi
Dr. med. Nawid Salimi
Benedikt Hochkirchen

Commercial register:
Register court: District court
Charlottenburg (Berlin)
Register number: HRB 209607 B
Sales tax-ID number: DE 812 958 640

Bank details:
Deutsche Apotheker- und Ärztebank
SWIFT: DAAEDEDDXXX
DE39 3006 0601 0061 1310 87
Routing number: 30060601
Account number: 0061131087

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For the provision of licensed access to the e-learning platform AMBOSS

to the medical students of Batterjee Medical College

– the Users –

the following contract will be agreed upon between

AMBOSS GmbH
Torstraße 19
10119 Berlin, Germany

– the Provider –

and

Batterjee Medical College
Medicine Program
Jeddah, Kingdom of Saudi Arabia
VAT-ID:

– the Client.

Preamble

AMBOSS GmbH is the rights holder, provider, and operator of its proprietarily developed web-based e-learning platform "AMBOSS," a network-based study tool for students of human medicine that includes preparation for examinations. Access to "AMBOSS" enables consulting of multiple choice practice questions and the study of medical knowledge with the aid of cross-linked study materials.

Batterjee Medical College would like to provide the medical students of Batterjee Medical College with comprehensive access to the e-learning platform "AMBOSS."

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Article 1 Object of the contract

1. The object of this contract is the use of the web-based e-learning platform "AMBOSS," limited to the contract term defined in Article 2 and in the scope defined in Article 1.2, to be accessed via the Internet pursuant to the concession of the rights set forth in Article 4 to the User as defined in Article 3 as required for use in accordance with this contract.
2. The defined scope of "AMBOSS" comprises all content designed for the preparation for clinical science examinations, including the practice questions and answers and the specific commentary and cross-linked clinical articles. The object of this contract is solely the English language version of "AMBOSS". The usage of the German platform "AMBOSS" is not included under the terms of this contract.
3. All contents of "AMBOSS" (e.g., questions, answers, explanations, and articles) are copyrighted and may not be used outside the specifically defined limits of this contract without written consent of the owner or copyright holder.
4. The personal user accounts of the Users are subject to the current terms and conditions set forth by the Provider (e.g., terms of use, privacy policy, limitations of liability), which are published on the Provider's websites and are personally viewed and agreed to by the User upon initial registration.

Article 2 Contract term and termination

1. The contract term is 36 months. It commences on September 1, 2021 and expires on August 31, 2024.
2. After this term, the contract shall be renewed for the 2nd and third year license after service evaluation and an official letter will be sent from BMC to AMBOSS to start the renewal process at least 6 weeks before the end of 1st or 2nd year otherwise the full duration of the contract will be invalid
3. A premature termination of the contract within this period is not provided for. The right to extraordinary termination for good cause shall remain unaffected.

Article 3 Authorized users / Number of licenses

1. Persons exclusively authorized to use the access provided through this contract shall be students of the faculty of human medicine enrolled at Batterjee Medical College.
2. The number of Users shall be limited to 638 in the framework of this contract.
3. The transfer of usage rights (licensed access) to persons other than those defined in Article 1 shall be excluded.
4. Should the number of students increase, the contract shall be amended to accommodate the additional number of students.

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Article 4 Grant of rights

1. The Provider will grant the Client's Users, as defined in Article 3, a limited, nonexclusive, and nontransferable right to the object of the contract defined in Article 1 to enable the online use of "AMBOSS." The granting of rights involves, a) the right to use the software behind "AMBOSS" that represents the object of this contract and b) the usage rights to the databank and the study materials contained therein, in particular the texts, images, illustrations, and tables.
2. The contractual use comprises loading, displaying, and making visible of the software as well as the databank and is contents.
3. The Client does not have any usage rights beyond those defined in Section 2. Any other use, in particular the rental, lease or any other form of divestment, reproduction, distribution, broadcast, and manipulation of the software, database, contents, product keys, and accesses shall be ruled out and will require the prior consent of the Provider.
4. The transfer of rights is subject to the condition precedent of full payment of the fees due in accordance with Article 8 Section 1 of this contract. The granting of preliminary usage rights (e.g., in accordance with Article 8 Section 2) does not entail a transfer of rights pursuant to Article 4 of this contract.

Article 5 Responsibilities of the Provider / Availability

1. The Provider is obliged to maintain that "AMBOSS" is available and accessible for use via the Internet. "AMBOSS" shall be saved on a server in such a way that it will be accessible to the Client and User at any time via the Internet.
2. The Provider will make an effort to ensure the around-the-clock-availability of "AMBOSS" to the User. The contracting parties are aware of the fact that permanent accessibility is not feasible on account of technical imponderabilities. The Provider will provide "AMBOSS" with an accessibility of at least 99.1% based on one calendar year.
3. The Provider shall announce foreseeable maintenance work at least 24 hours in advance. Maintenance work announced in advance shall not be deemed non-availability pursuant to Section 2, granted it does not take longer than 60 minutes.

Article 6 Warranty, reduction of fees

1. In the event of a system outage or in the case of shortcomings that substantially impinge upon the usability of the system, the Client is entitled to reduction or a refund of the fees for the calendar month in which the outage occurred – procentually proportionate to 1/12 of the annual license fees – pursuant to the to the following provisions:
   An outage of more than
   a. 6.5 (six point five) hours per calendar month: reduction of 5 %
   b. 15 (fifteen) hours per calendar month: reduction of 12.5 %
   c. 24 (twenty-four) hours per calendar month: reduction of 25 %
   a. 48 (forty-eight) hours per calendar month: reduction of 50 %
   b. 72 (seventy-two) hours per calendar month: reduction of 100 %

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of 1/12 (one twelfth) of the annual license fees defined in Article 8.

2. With every month in which no reduction of fees comes to bear, the sum of 6.5 hours minus the duration of outages will be accredited as an outage-time credit. When outages occur, their duration will first be deduced from the total outage-time credit, i.e., a reduction of fees as described above will only come into effect if there is no sufficient outage-time credit for the outages that occurred in that month.
3. The Client may claim reduction of fees in the form of a refund or a deduction of the following annual license fees.
4. Warranty or reduction of fees covered by this Article 6 do not apply to outages or malfunctions resulting from force majeure.
5. Any further claims shall be excluded.

Article 7 Provision, authentication, usage statistics

1. The Provider will provide the Users with access to "AMBOSS" at the beginning of the term in accordance with Article 2, at the earliest 7 weekdays after receipt of the signed contract. The provision shall ensue by way of a definable authentication, in whose application it is ensured that each authorized User can, in accordance with Article 3, receive a maximum of one access to "AMBOSS." The exact form of authentication can be agreed upon and/or modified between the Provider and the Client as technical availability and necessity on both sides permit. The following authentication solutions are examples of what can be implemented:
    a. provision of single-use access codes, to be distributed by the university
    b. IP-Address range + predefined email address pattern, e.g., "@uni.edu" or
    c. a list of authorized email addresses.
2. In addition, the Provider may provide the Client with individual product keys as needed, which the Client may pass on solely to employees and lecturers of the Client, who require access but do not possess a means of authentication as defined in Section 1.
3. Accesses may be blocked at the request of the Client and alternative access can be provided at any time in the event of improper use, especially transgressions of the license terms.
4. The Provider shall provide the Client with general (anonymized) usage statistics.

Article 8 license fees / Methods of payment

[redacted]

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[redacted]

This concerns the provision of services rendered by electronic means for which the service recipient owes VAT (§13b UStG reverse charge procedure). The net amount is free of any taxes. The Client has to pay the agreed net amount in full to the Provider. Any fees, withholdings and taxes, including the VAT, which are charged in **Saudi Arabia**, have to be paid additionally by the Client and if possible directly to the respective local authorities. Should the Provider have to pay taxes to the local authorities, the Client agrees to pay the taxes additionally to the Provider, thereby the Provider can forward the taxes to the local authorities.The Provider reserves the right to adjust prices as deemed appropriate due to enhancements of service or increased personnel or production costs. Price adjustments will be announced to the Client in good time. These shall not affect the running contract term but shall, at the earliest, affect a subsequent license term. Price adjustments justify termination for good cause at the end of the old contract term in so far as regular termination of the current contract term is no longer possible due to the date on which the price adjustment was announced.

2. The license fee is due within 60 days of invoicing. Invoicing will occur no earlier than 30 days before the beginning of the term.
3. Payment is to be made to the following account:

[redacted]

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[redacted]

Article 9 Confidentiality / Non-disclosure

1 The contracting parties will treat all information and documents received regarding the other party in the context of this contract as well as, especially, the contents and terms of this contract confidentially. This obligation shall persist on after the end of this agreement.

Article 10 Liability

1. The commentary, Learning Card contents, and other media contents have been prepared with great care. Multi-tier quality control is also the prerequisite for the release of new contents. However, the Provider is not liable for neither the quality of the information provided nor for it being up-to-date, correct, or complete.
2. Despite careful revision of linked and embedded contents, the Provider is not liable for the contents of third-party websites. The operators of third-party websites are the sole parties responsible for their contents and the availability of their websites, even if they are linked with or embedded in miamed.de and/or any of its subdomains and/or in amboss.com and/or any of its subdomains.

Article 11 Advertisement with references

1. AMBOSS is entitled to advertise with the fact that the customer is a licensee of AMBOSS. This also includes the fact that AMBOSS may mention the name and logo of the customer on its website for example under 'references' with consent from the Client.

Article 12 Final provisions

1. This contract is subject to the laws of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from this contractual relationship is Cologne, unless the law requires otherwise.
2. Oral side agreements to this contract do not exist. Changes or additions to this contract must be made in writing in order to be effective. The same applies to the waiver of this written form requirement.
3. Should individual provisions of this contract be or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions of this contract. The contracting parties will endeavor to replace the invalid or unenforceable provision with a valid and enforceable provision that will be as close as possible to the economic purpose intended. The same applies in the event of a regulatory gap in this contract.