Dassault Systems (DS)

— ALC implies Annual License Charge which is a yearly charge. For the main year of every permit of a DS Offering, ALC is expected together with the PLC or TBL, as pertinent.

— PLC implies Primary License Charge material to every permit of a DS Offering requested under the PLC/ALC evaluating structure. The PLC is a one-time and non-refundable charge. Installment of the PLC for a DS Offering furnishes the customer with an interminable permit (subject to the conditions put forward in the agreement) to utilise the release(s) of such DS Offering made accessible by DS on the effective date of the permit. Installment of the PLC for a DS Offering gives the customer with a permit to a period subsequent to the date of the last cost increment distributed by DS at http://www.3ds.com/terms/cost for the related DS Offering.

— QLC implies the Quarterly License Charge for utilisation of a DS Offering, subject to the conditions put forward in the agreement. Installment of the QLC for a DS Offering qualifies the customer for (a) three (3) months permit to utilise the release(s) of such DS Offering and its resulting release(s), assuming any as made accessible by DS against such quarter, in lieu of the licence(s) on the past release(s) of such DS Offering, and (b) Support services for the DS Offering for such three (3) months time frame. QLC is not consequently renewable.

— TBL implies Term Based License charge appropriate to every permit of a DS Offering requested under the TBL/ALC evaluating structure. The TBL is a one-time and non-refundable charge. Installment of the TBL for a DS Offering gives the customer with a permit to a period (as depicted in the product portfolio and in the transaction document (subject to the conditions put forward in the Agreement)) to utilise the release of such DS Offering made accessible by DS on the effective date of the permit. TBL is a TBL for a time of ‘x’ years. As an illustration, TBL’ is a TBL for a time of two (2) years. TBL is not consequently renewable.

— YLC implies the Yearly License Charge for utilisation of a DS Offering, subject to the conditions put forward in the agreement. Installment of the YLC for a DS Offering qualifies the customer for (a) a one (1) year permit to utilise the release of a DS Offering and its consequent release(s), assuming any as made accessible by DS against such year, in lieu of the licence(s) on the past release(s) of such DS Offering, and (b) Support services for the DS Offering for such one (1) years time frame. YLC is not consequently renewable.

— ALC implies Annual License Charge which is a yearly charge. For the main year of every permit of a DS Offering, ALC is expected together with the PLC or TBL, as pertinent.

— PLC implies Primary License Charge material to every permit of a DS Offering requested under the PLC/ALC evaluating structure. The PLC is a one-time and non-refundable charge. Installment of the PLC for a DS Offering furnishes the customer with an interminable permit (subject to the conditions put forward in the agreement) to utilise the release of such DS Offering made accessible by DS on the effective date of the permit. Installment of the PLC for a DS Offering gives the customer with a permit to a period subsequent to the date of the last cost increment distributed by DS at http://www.3ds.com/terms/cost for the related DS Offering.

We hope the bulletin was informative. We would be happy to arrange for any additional information that you may require on the subject. Please write to us at in-fmkpmgccsbulletin@kpmg.com, for any queries or feedback.

Regards,
KPMG in India

About KPMG in India’s software licensing team: We have an experienced team of over 160 professionals in India with diverse and in-depth knowledge of software licence, software asset management tool, Intellectual Property (IP) and contract review.

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