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MICROSOFT VISUAL STUDIO TEAM FOUNDATION SERVER 2017

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If you comply with these license terms, you have the rights below.

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- a. "Server" means a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- b. "Additional Software" means:
 - Visual Studio Team Foundation Build Services

2. INSTALLATION AND USE RIGHTS.

- a. If you comply with these license terms you may install and use copies of the software on Servers located on your premises and use the software in a live production environment to design, develop and test your applications, provided that:
 - i. you take adequate precautionary measures to back up and protect your data;
 - ii. you agree to cease such use immediately upon notice from Microsoft; and
 - iii. such production environment may only be accessible by your employees and contractors.
- b. **Cloud Use.** You may run Visual Studio Team Foundation Server 2017 pre-release software on Microsoft Azure Platform Services.
- c. You may install and use copies of the Additional Software on any number of devices. You may use the Additional Software only with the Server software.

3. **PRE-RELEASE SOFTWARE.** This software is a pre-release version. It may not operate correctly or work the way a final version of the software will. Microsoft may change it for the final, commercial version. We also may not release a commercial version. Microsoft is not obligated to provide maintenance, technical support or updates to you for the software.

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7. **UPDATES.** If Microsoft makes bug fixes, security fixes or other error corrections to the software you agree to use commercially reasonable efforts to install them for purposes of updating the software.
8. **DATA.** The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features, you must comply with applicable law, including providing appropriate notices to users of your applications and you should provide a copy of our privacy statement to your users. Our privacy statement is located here <https://go.microsoft.com/fwlink/?LinkId=528096>. You can learn more about data collection and use in the help documentation and our privacy statement. Your use of the software operates as your consent to these practices.
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a. **Microsoft SQL Server**

In addition to the Microsoft Platform terms, you may run, only one instance of the SQL Server 2016 Standard Edition in either one physical or virtual operating system environment, solely to support the software. You do not need SQL Server CALs for this limited use.

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 - remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
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 - c. **Germany and Austria.**
 - i. **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.
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