MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT VISUAL STUDIO COMMUNITY 2017

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. They apply to the software named above. The terms also apply to any Microsoft services or updates for the software, except to the extent those have different terms.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW.

# INSTALLATION AND USE RIGHTS.

## Individual License. If you are an individual working on your own applications, you may use the software to develop and test those applications.

## Organization Licenses. If you are an organization, your users may use the software as follows:

* Any number of your users may use the software to develop and test your applications released under Open Source Initiative (OSI) approved open source software licenses.
* Any number of your users may use the software to develop and test extensions to Visual Studio.
* Any number of your users may use the software to develop and test your applications as part of online or in person classroom training and education, or for performing academic research.
* If none of the above apply, and you are also not an enterprise (defined below), then up to 5 of your individual users can use the software concurrently to develop and test your applications.
* If you are an enterprise, your employees and contractors may not use the software to develop or test your applications, except for open source and education purposes as permitted above. An “enterprise” is any organization and its affiliates who collectively have more than (a) 250 PCs or users and (b) one million dollars (or the equivalent in other currencies) in annual revenues, and “affiliates” means those entities that control (via majority ownership), are controlled by, or are under common control with an organization.

## Cloud Use. You may run Visual Studio Community 2017 pre-release software on Microsoft Azure.

## Demo Use. The uses permitted above include use of the software in demonstrating your applications.

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

# TIME-SENSITIVE SOFTWARE. The software is time-sensitive and will stop running on a date that is defined in software and your license right to use the software also ends. You may not be able to access copies of code or other data stored in the software when it stops running.

# TERMS FOR SPECIFIC COMPONENTS.

## Utilities. The software contains some items on the Utilities List at <https://go.microsoft.com/fwlink/?linkid=823095>. You may copy and install these Utilities, if included with the software, onto devices to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access machines on which the Utilities are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any machine.

## Build Server. The software contains some items on the Build Server List at <https://go.microsoft.com/fwlink/?linkid=823097>. You may copy and install Build Server files, if included in the software, onto your build machines. You and others in your organization may use these files on your build machines solely for the purposes of compiling, building and verifying your applications or running quality or performance tests as part of the build process.

## Font Components. While the software is running, you may use its fonts to display and print content. You may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to print content.

## Licenses for other components.

* **Microsoft Platforms.** The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft “Licenses” folder accompanying the software, except that, if license terms for those components are also included in the associated installation directory those license terms control.
* **Developer Resources.** The software includes compilers, languages, runtimes, environments, and other resources. These components may be governed by separate agreements and have their own product support policies. A list of these other components is located at <https://support.microsoft.com>.
* **Third Party Components.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

The software may also include components licensed under open source licenses with source code availability obligations. Copies of those licenses, if applicable, are included in the ThirdPartyNotices file(s). You may obtain this source code from us, if and as required under the relevant open source licenses, as set forth in the ThirdPartyNotices file(s). You may also find a copy of the source at <https://thirdpartysource.microsoft.com>/.

## Package Managers. The software includes package managers, like NuGet, that give you the option to download other Microsoft and third party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license or provide any warranties for any of the third party packages.

# DISTRIBUTABLE CODE. The software contains code that you are permitted to distribute without modification (except as expressly permitted below) in applications you develop as described in this Section. (For this Section the term “distribution” also means deployment of your applications for third parties to access over the Internet.)

## Right to Use and Distribute. The code and other files listed below are “Distributable Code.”

* REDIST.TXT Files. You may copy and distribute the object code form of code listed on the REDIST list located at <https://go.microsoft.com/fwlink/?LinkId=823098>.
* Sample Code, Templates and Styles. You may copy, modify and distribute the source and object code form of code marked as “sample”, “template”, and “simple styles” or “sketch styles”.
* Image Library. You may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.
* Third Party Distribution. You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.

## Distribution Requirements. For any Distributable Code you distribute, you must:

* add significant primary functionality to it in your applications; and
* require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement.

## Distribution Restrictions. You may not:

* use Microsoft’s trademarks in your applications’ names or in a way that suggests your applications come from or are endorsed by Microsoft; or
* modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An “Excluded License” is one that requires, as a condition of use, modification or distribution, that (i) the code be disclosed or distributed in source code form; or (ii) others have the right to modify it.

# 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.

# 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 Microsoft’s privacy statement to your users. The Microsoft privacy statement is located here <https://go.microsoft.com/fwlink/?LinkId=598505>. 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.

# FEEDBACK. If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

# SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not:

* work around any technical limitations in the software;
* reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent required by third party licensing terms governing the use of certain open-source components that may be included with the software;
* remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
* use the software in any way that is against the law; or
* share, publish, rent or lease the software, or provide the software as a stand-alone hosted solution for others to use, or transfer the software or this agreement to any third party.

# SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

# ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

# EXPORT RESTRICTIONS. You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users and end use. For further information on export restrictions, visit [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

# SENSITIVE PROGRAMS. You may not use the pre-release software to develop and test your applications for conducting e-commerce transactions (exchange of goods or services by means of the Internet or other computer networks), including any shipping, credit card, monetary or other banking transactions.

# APPLICABLE LAW. If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquired the software in any other country, its laws apply.

# CONSUMER RIGHTS; REGIONAL VARIATIONS. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

## Australia. You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.

## Canada. If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

## 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.

**(ii)** **Limitation of Liability**. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

# Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

# LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

# DISCLAIMER OF WARRANTY. The software is licensed “as-is.”  You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

# LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state or country may not allow the exclusion or limitation of incidental, consequential or other damages.

EULA ID: VS2017\_COMMUNITY\_RC\_EVAL\_ENU