**MICROSOFT SOFTWARE LICENSE TERMS**

**MICROSOFT VISUAL STUDIO COMMUNITY 2017 FOR MAC, VISUAL STUDIO PROFESSIONAL 2017 FOR MAC, AND VISUAL STUDIO ENTERPRISE 2017 FOR MAC**

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. They also apply to any Microsoft services or updates for the software, except to the extent those have different terms.

**BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT.**If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft’s refund policies. See [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide). In the United States and Canada, call (800) MICROSOFT or see [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

* Section I describes your use rights for Visual Studio Community 2017 for Mac.
* Section II describes enhanced use rights, warranty, and support benefits if you acquire a subscription for Visual Studio Professional 2017 for Mac or Visual Studio Enterprise 2017 for Mac editions of the software.
* Section III contains general terms applying to all editions of the software.

**SECTION I: VISUAL STUDIO COMMUNITY 2017 FOR MAC.** This Section describes your rights to the Community edition of the software.

1. **USE RIGHTS FOR VISUAL STUDIO COMMUNITY 2017 FOR MAC.** 
   1. **Individual License.** If you are an individual working on your own applications to sell or for any other purpose, you may use the software to develop and test those applications.
   2. **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 for 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, Visual Studio extensions, and education purposes as permitted above. An “enterprise” is any organization and its affiliates who collectively have more than (i) 250 PCs or users or (ii) 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.
   1. **Demo Use.** The uses permitted above include use of the software in demonstrating your applications.
2. **SUPPORT SERVICES.** Because Visual Studio Community 2017 for Mac is licensed “as-is,” we may not provide support services for it.
3. **DISCLAIMER OF WARRANTY. VISUAL STUDIO COMMUNITY 2017 FOR MAC 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.**

**SECTION II: VISUAL STUDIO PROFESSIONAL 2017 FOR MAC AND VISUAL STUDIO ENTERPRISE 2017 FOR MAC.** This Section describes your use rights, warranty, and support benefits if you acquire a subscription for the Professional or Enterprise editions of the software (“Visual Studio Subscription”). You may not share your Visual Studio Subscription coupon code or access credentials.

1. **USE RIGHTS FOR VISUAL STUDIO PROFESSIONAL 2017 FOR MAC AND VISUAL STUDIO ENTERPRISE 2017 FOR MAC.**
   1. **General.** The software is licensed on a per user basis. One user may use copies of the software on your devices to develop and test applications. This includes using copies of the software on your own internal servers that remain fully dedicated to your own use. You may not, however, separate the components of the software and run those in a production environment, or on third party devices (except as otherwise stated in this agreement), or for any purpose other than developing and testing your applications.
   2. **Demo Use**. The uses permitted above includes use of the software in demonstrating your applications.
2. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
3. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
4. **PROOF OF LICENSE.** Your proof of license is the Microsoft coupon code you received through your Visual Studio Subscription and your receipt and/or being able to access the software service through your Microsoft account.
5. **TRANSFER TO A THIRD PARTY.** If you have a Visual Studio Subscription, you may transfer this software and the applicable license agreements directly to another party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and coupon code. You must uninstall all copies of the software after transferring it from your device(s). You may not retain any copies of the coupon code to be transferred, and may only retain copies of the software if otherwise licensed to do so. **If you have acquired a non-perpetual license to use the software or if the software is marked Not for Resale you may not transfer the software or this agreement to another party.**
6. **SUPPORT SERVICES.** Microsoft provides support for the software as described at <https://support.microsoft.com>.
7. **LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to “limited warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

1. **TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

**TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES, OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

1. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft’s reasonable control.
2. **REMEDY FOR BREACH OF WARRANTY.** **MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES, AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.**
3. **CONSUMER RIGHTS NOT AFFECTED.** **YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.**
4. **WARRANTY PROCEDURES.** You need proof of purchase for warranty service.
   1. **United States and Canada**. For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:
   * (800) MICROSOFT;
   * Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
   * visit [aka.ms/nareturns](http://aka.ms/nareturns) or email [xamacctg@microsoft.com](mailto:xamacctg@microsoft.com).
   1. **Europe, Middle East, and Africa.** If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either:
   * Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
   * the Microsoft affiliate serving your country (see [aka.ms/msoffices](http://aka.ms/msoffices)).
   1. **Australia**. For Warranty Services and to claim expenses in relation to the warranty (if applicable) for software acquired in Australia, contact Microsoft at:
   * 13 20 58; or
   * Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.
   1. **Outside the United States, Canada, Europe, Middle East, Africa, and Australia**. If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa, and Australia, contact the Microsoft affiliate serving your country (see [aka.ms/msoffices](http://aka.ms/msoffices)).
5. **NO OTHER WARRANTIES.** **THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.** If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

**FOR AUSTRALIA ONLY.** References to “Limited Warranty” are references to the warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

1. **LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE IN SECTION III BELOW APPLIES TO BREACHES OF THIS LIMITED WARRANTY.**

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY.**

**SECTION III. GENERAL TERMS.** The terms in this Section apply to all editions of the software listed above.

1. **THIRD PARTY COMPONENTS.** The software may include third party components with separate legal notices or governed by other agreements, as 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, by sending a money order or check for $5.00 to: Source Code Compliance Team, Microsoft Corporation, 1 Microsoft Way, Redmond, WA 98052. Please write “open source compliance for Visual Studio for Mac” in the memo line of your payment. We may also make available a copy of the source code at <https://thirdpartysource.microsoft.com>.

1. **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.
2. **DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute 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.)
   1. **Right to Use and Distribute.**The code and text 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=823097>.
* Sample Code and Templates. You may copy, modify and distribute the source and object code form of any code marked as “sample” or “template”.
* 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.
  1. **Distribution Requirements.** For any Distributable Code you distribute, you must:
* add significant primary functionality to it in your applications;
* require distributors and external end users to agree to terms that protect the Distributable Code at least as much as this agreement; and
* indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your applications, except to the extent that any claim is based solely on the Distributable Code.
  1. **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.

1. **DATA.** The software may prompt you from time to time to sign in. If you do not sign in when prompted, you may not be able to use the software and access your data in the software. The software may collect information about you and your use of the software, and send that to Microsoft and its affiliates. They 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 together with Microsoft’s privacy statement. Our privacy statement is located at <https://go.microsoft.com/fwlink/?LinkID=824704>. 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.
2. **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 to the extent required by third party licensing terms governing use of certain open source components that may be included in 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 offering for others to use.

1. **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).
2. **ENTIRE AGREEMENT.** This agreement (including the warranty above), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and services.
3. **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.
4. **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:
   1. **Australia.** References to “Limited Warranty” are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this Section, “goods” refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure

* 1. **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.
  2. **Germany and Austria.**

1. **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.
2. **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.

1. **LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE GREATER OF THE AMOUNT YOU PAID FOR THE SOFTWARE OR $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 applications; 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: Visual Studio for Mac 10 May 2017