MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT VISUAL STUDIO 2017 EXPRESS FOR WINDOWS DESKTOP

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 pre-release 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.

You may install and use any number of copies of the software on your own devices solely for evaluation purposes.

You may not distribute any application you develop with the software, except that you may deploy your applications internally solely to evaluate deployment technologies in the software.

* You may not test the software in a live operating environment unless Microsoft permits you to do so under another agreement.

# TERMS FOR SPECIFIC COMPONENTS.

## 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 on 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 code available at <https://thirdpartysource.microsoft.com>/

## 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 directly, those license terms control.

## 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 in applications you develop if you comply with the terms below. (For this Section the term “distribution” also means deployment of your applications for third parties to access over the Internet.)

## Distribution Rights. 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=823098>.
* Sample Code, Templates and Styles. You may copy, modify and distribute the source and object code form of code marked as “sample”, “template”, “simple styles” or “sketch styles”.

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.

# 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=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.

# TIME-SENSITIVE SOFTWARE.

## Period. This agreement is effective on your acceptance and terminates on the earlier of (i) 30 days following first availability of a commercial release of the software or (ii) upon termination by Microsoft. Microsoft may extend this agreement in its discretion.

## Notice. You may receive periodic reminder notices of this date through the software.

## Access to data. You may not be able to access data used in the software when it stops running.

# 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.

# 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. For example, Microsoft has technically limited or disabled extensibility for the software, and so you may not extend the software by, among other things, loading or injecting into the software any non-Microsoft add-ins, macros, or packages; modifying the software registry settings; or adding features or functionality equivalent to that found in other Visual Studio products.

# You also 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 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](NULL).

# 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.

# 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 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 country may not allow the exclusion or limitation of incidental, consequential or other damages.

EULAID: VS2017\_CTP\_EVAL\_VSEXPRESS\_ENU