

## MICROSOFT SOFTWARE LICENSE TERMS

### MICROSOFT VISUAL STUDIO ENTERPRISE 2019, VISUAL STUDIO PROFESSIONAL 2019, VISUAL STUDIO TEST PROFESSIONAL 2019 AND TRIAL EDITION

---

These license terms are an agreement between you and Microsoft Corporation (or based on where you live, one of its affiliates). They apply to the software named above. The terms also apply to any Microsoft services and 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 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 [aka.ms/nareturns](http://aka.ms/nareturns).

---

**TRIAL EDITION USE RIGHTS.** If you have not acquired a valid full-use license, the software is a trial edition, and this Section applies to your use of the trial edition.

- A. GENERAL.** You may use any number of copies of the trial edition on your devices. You may only use the trial edition for internal evaluation purposes, and only during the trial period. You may not distribute or deploy any applications you make with the trial edition to a production environment. You may run load tests of up to 250 virtual users during the trial period.
- B. TRIAL PERIOD AND CONVERSION.** The trial period lasts for 30 days after you install the trial edition, plus any permitted extension period. After the expiration of the trial period, the trial edition will stop running. You may extend the trial period an additional 90 days if you sign in to the software. You may not be able to access data used with the trial edition after it stops running. You may convert your trial rights at any time to the full-use rights described below by acquiring a valid full-use license.
- C. DISCLAIMER OF WARRANTY. THE TRIAL EDITION 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.**  
**FOR AUSTRALIA – YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.**
- D. SUPPORT.** Because the trial edition is "as is", we may not provide support services for it.
- E. LIMITATIONS ON 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 trial version, 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 country may not allow the exclusion or limitation of incidental, consequential or other damages.

---

**FULL-USE LICENSE TERMS FOR THE SOFTWARE:** When you acquire a valid license and either enter a product key or sign in to the software, the terms below apply. You may not share your product key or access credentials.

## 1. OVERVIEW.

- a. **Software.** The software includes development tools, applications, and documentation.
- b. **License Model.** The software is licensed on a per user basis.

## 2. USE RIGHTS.

- a. **General.** 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 (except as otherwise stated in this agreement) and run those in a production environment, or on third party devices, or for any purpose other than developing and testing your applications. Running the software on Microsoft Azure may require separate online usage fees.
- b. **Workloads.** These license terms apply to your use of the workloads made available to you within the software, except to the extent a workload or a workload component comes with different license terms and support policies.
- c. **Backup copy.** You may make one backup copy of the software, for reinstalling the software.
- d. **Online Services in the Software.** Some features of the software make use of online services to provide you with information about updates to the software or extensions, or to enable you to retrieve content, collaborate with others, or otherwise supplement your development experience. As used throughout this agreement, the term "software" includes these online service features.
- e. **Demo Use.** The use rights permitted above include using the software to demonstrate your applications.

## 3. TERMS FOR SPECIFIC COMPONENTS.

- a. **Utilities.** The software contains items on the Utilities List at <https://aka.ms/vs/16/utilities>. You may copy and install those items onto your devices to debug and deploy your applications and databases you developed with the software. The Utilities are designed for temporary use. Microsoft may not be able to patch or update Utilities separately from the rest of the software. Some Utilities by their nature may make it possible for others to access the devices on which the Utilities are installed. 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 devices, or of the applications or databases on devices, on which Utilities have been installed.
- b. **Build Devices and Visual Studio Build Tools.** You may copy and install files from the software or from Visual Studio Build Tools onto your build devices, including physical devices and virtual machines or containers on those machines, whether on-premises or remote machines that are owned by you, hosted on Microsoft Azure for you, or dedicated solely to your use (collectively, "Build Devices"). You and others in your organization may use these files on your Build Devices solely to compile, build, and verify applications developed by using the software, or run quality or performance tests of those applications as part of the build process.
- c. **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 help print content.
- d. **Licenses for Other Components.**
  - **Microsoft Platforms.** The software may include components from Microsoft Windows, Microsoft Windows Server, Microsoft SQL Server, Microsoft Exchange, Microsoft Office, or 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 separate license terms for those components are included in the associated installation directly, those license terms control.

- **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.
  - e. **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 applications. Those packages are under their own licenses, and not these license terms. Microsoft does not distribute, license or provide any warranties for any of the third party packages.
- 4. DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute in applications you develop as described in this Section. For purposes of this Section 4, the term "distribution" also means deployment of your applications for third parties to access over the Internet.
- a. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code".
    - **Distributable List.** You may copy and distribute the object code form of code listed on the Distributable List located at <https://aka.ms/vs/16/redistribution>.
    - **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", and "sketch styles".
    - **Third Party Distribution.** You may permit distributors of your applications to copy and distribute the Distributable Code as part of those applications.
  - b. **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.
  - c. **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 of code, that (i) it be disclosed or distributed in source code form; or (ii) others have the right to modify it.

## 5. DEVELOPING EXTENSIONS.

- a. **Limits on Extensions.** You may not develop or enable others to develop extensions for the software (or any other component of the Visual Studio family of products) which circumvent the technical limitations implemented in the software. If Microsoft technically limits or disables extensibility for the software, 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 the Visual Studio family of products.
- b. **No Degrading the Software.** If you develop an extension for the software (or any other component of the Visual Studio family of products), you must test the installation, uninstallation, and operation of your extension to ensure that such processes do not disable any features or adversely affect the functionality of the software (or such component) or of any previous version or edition of thereof.

## 6. DATA.

- a. **Data Collection.** 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 software 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 its use from the software documentation and our privacy statement. Your use of the software operates as your consent to these practices.

**b. Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <https://docs.microsoft.com/en-us/legal/gdpr>.  
Error! Hyperlink reference not valid.

- 7. SCOPE OF LICENSE.** The software is licensed, not sold. These license terms only give 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 these license terms. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. In addition, 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;
  - share, publish, rent, or lease the software; or
  - provide the software as a stand-alone offering or combine it with any of your applications for others to use.
- 8. NOT FOR RESALE SOFTWARE.** You may not sell the software if it is marked as “NFR” or “Not for Resale”.
- 9. PREVIOUS VERSIONS OR OTHER EDITIONS.** These license terms do not supersede your right to use validly licensed previous versions or other editions of the software. You may use the software and those previous versions or other editions of the software concurrently.
- 10. PROOF OF LICENSE.** If you acquired the software on a disc or other media, your proof of license is the Microsoft certificate of authenticity label, the accompanying product key, and your receipt. If you purchased an online copy of the software, your proof of license is the Microsoft product key you received with your purchase and your receipt and/or being able to access the software service through your Microsoft account. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).
- 11. TRANSFER TO A THIRD PARTY.** If you are a valid licensee of the software, you may transfer it and this agreement directly to another party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. The transfer must include the software, this agreement, the genuine Microsoft product key, and (if applicable) the Proof of License label. The transferor must uninstall all copies of the software after transferring it from the device. The transferor may not retain any copies of the genuine Microsoft product key 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 the software license agreement to another party.
- 12. 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).
- 13. SUPPORT.** Microsoft provides support for the software as described at <https://support.microsoft.com>.
- 14. ENTIRE AGREEMENT.** These license terms (including the warranty below), and the terms for supplements, updates, Internet-based services, and support services, are the entire agreement for the software and support services.
- 15. APPLICABLE LAW.** If you acquired the software in the United States, Washington State 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 acquire the software in any other country, its laws apply.
- 16. CONSUMER RIGHTS; REGIONAL VARIATIONS.** These license terms describe certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. 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 if mandatory country law applies, then the following provisions apply to you:

- a) Australia.** 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 in the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft 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.

- b) Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

**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 software.

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

Subject to the preceding sentence (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.

\*\*\*\*\*

## LIMITED WARRANTY

Microsoft warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond Microsoft's reasonable control. The limited warranty starts when the first user acquires the software, and lasts for one year. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

Microsoft gives no other express warranties, guarantees, or conditions. **Microsoft excludes all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**

If Microsoft breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software (or at its election the Microsoft branded device on which the software was preinstalled) for a refund of the amount paid, if any. **These are your only remedies for breach of warranty.** This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

Except for any repair, replacement, or refund Microsoft may provide, you may not recover under this limited warranty, under any other part of this agreement, or under any theory, any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if Microsoft knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. If your local law allows you to recover damages from Microsoft even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge).

## Warranty Procedures

For service or a refund, you must provide a copy of your proof of purchase and comply with Microsoft's return policies, which might require you to uninstall the software and return it to Microsoft or return the software with the entire Microsoft branded device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

1. United States and Canada. For limited warranty service or information about how to obtain a refund for software acquired in the United States or Canada, contact Microsoft via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit ([aka.ms/nareturns](https://aka.ms/nareturns)).
2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes the limited warranty. To make a claim under the limited warranty, you must 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 ([aka.ms/msoffices](https://aka.ms/msoffices)).
3. Australia. If you acquired the software in Australia, contact Microsoft to make a claim at 13 20 58; or Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.
4. Other countries. If you acquired the software in another country, contact the Microsoft affiliate serving your country ([aka.ms/msoffices](https://aka.ms/msoffices)).