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MICROSOFT VISUAL STUDIO TEAM FOUNDATION SERVER 2017, TRIAL VERSION, AND

TEAM FOUNDATION SERVER EXPRESS VERSION

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# You may use the trial version for ninety (90) days. The trial version will present conversion options to you sixty (60) days after you install it, then again each time a user logs in to the server administration console. You may convert your trial rights at any time to either Express (for no charge), or to the full rights described below by purchasing a full-use license from Microsoft or one of its distributors. You may not be able to access data used with the trial version when it stops running.

USE OF VISUAL STUDIO TEAM FOUNDATION SERVER EXPRESS.

## Running Instances of the Server Software. You may use only one instance of the server software assigned to either one physical or virtual operating system environment. For purposes of this Express license grant each user or device connected to the server software is considered a Client Access License (CAL). You may connect any combination of up to five (5) users or devices to access the one instance of the server software in cases where a CAL is required (see Section c below for cases when a CAL is not required).

## Visual Studio Team Foundation Build Services. You may run or otherwise use any number of instances of Visual Studio Team Foundation Build Services in physical or virtual operating system environments on any number of devices. You may use this additional software only with the server software directly, or indirectly through other additional software.

## Usage Not Requiring a Client Access License. A CAL is not required:

# to view, edit or enter work items;

# for accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service; or

# for providing feedback via the Feedback Client for the software.

## Required Additive Licenses. In order to use these features in the software:

* Test Management

## a user must be licensed for one of:

## Visual Studio Test Professional with MSDN,

## Visual Studio Enterprise with MSDN,

## Visual Studio Enterprise – monthly subscription,

## Visual Studio Enterprise – annual subscription,

## MSDN Platforms, or

## A paid plan for Visual Studio Team Services Test Manager.

* Package Management

## a user must be licensed for one of:

## Visual Studio Enterprise with MSDN,

## Visual Studio Enterprise – monthly subscription,

## Visual Studio Enterprise – annual subscription, or

## A paid plan for Visual Studio Team Services Package Management.

* Concurrent Deployments using Release Management (1 included per server)

## additional concurrent deployments are included for purchases of:

## Visual Studio Enterprise with MSDN,

## Visual Studio Enterprise – monthly subscription,

## Visual Studio Enterprise – annual subscription, or

* Visual Studio Team Services Build & Release Private Pipeline.

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# Because the trial version and Team Foundation Server Express version software are “as is,” we may not provide support services for it.

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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 the software, the full-use terms below apply.

# OVERVIEW.

## Software. The software includes

* server software; and
* additional software that may only be used with the server software.

## License Model. The software is licensed based on

* the number of instances of server software that you run; and
* the number of devices and users that access instances of server software.

## License Terms for Use with Virtual Server and Other Similar Technologies.

* + 1. Instance. You create an “instance” of the software by executing the software’s setup or install procedure or by duplicating an existing instance. References to software in this agreement include “instances” of the software.
		2. Run an Instance. You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
		3. Operating System Environment (“OSE”). An OSE
* is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
* are instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of OSE, physical and virtual.

A “physical OSE” is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g., Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization technologies) is considered part of the physical OSE.

A “virtual OSE” is configured to run on a virtual hardware system.

A physical hardware system can have either or both of the following:

* one physical operating system environment, and
* one or more virtual operating system environments.
	+ - Server. A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
		- Assigning a License. To assign a license means simply to designate that license to one device or user.

# USE RIGHTS.

## Licensed Server.

### Licensed server means the single server to which a license is assigned.

### You may reassign a software server license, but not within 90 days of the last assignment. You may reassign a server license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, you must remove the software from the former server. The server to which you reassign the license becomes the new licensed server for that license.

## Running Instances of the Server Software. For each server license, you may use, at any one time, one instance of the server software on the licensed server in either a physical or virtual operating system environment on the licensed server.

## Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

* Visual Studio Team Foundation Build Services

## Creating and Storing Instances on Your Servers or Storage Media. For each software license you acquire you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

## Included Microsoft Applications. The software contains other Microsoft applications. These license terms apply to your use of those applications, except for those Microsoft applications identified in Section 5 which are governed by their own license terms.

## 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 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 Microsoft Visual Studio Team Foundation Server 2017 or Team Foundation Server Express Version” in the memo line of your payment. We may also make a copy of the source code available at <https://thirdpartysource.microsoft.com>.

# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## Client Access Licenses (CALs). Except as described here all server software access requires CALs. You must assign each CAL to a user or device. CALs are not required for:

* access by another Licensed Server; or
* up to two users or devices to administer the software.

CALs permit access to the corresponding version (including earlier versions used under downgrade rights), or earlier versions of server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs. Your CALs permit access only to your licensed server (not a third party’s).

## Initial Users. Up to five users may connect to one instance of the server software without requiring a CAL. The sixth and other additional users each require a CAL to access the server software.

## Usage Not Requiring a Client Access License. A CAL is not required:

* to view, edit or enter work items;
* to access Team Foundation Server Reporting;
* for accessing Visual Studio Team Services via a Team Foundation Server 2017 Proxy;
* for providing approvals to stages as part of the Release Management pipeline;
* for providing feedback via the Feedback Client for the software;
* for accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service; or
* for your paid users in Visual Studio Team Services

## Visual Studio Team Foundation Server Build Services. If you have one or more licensed users of Visual Studio Enterprise with MSDN, Visual Studio Professional with MSDN, or any successor to the foregoing then you may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2017 Build Services by your licensed users and licensed devices of the software.

## Reassignment of CALs. You may

* permanently reassign a device CAL from one device to another, or a user CAL from one user to another; or
* temporarily reassign (on a short-term basis), a device CAL from one device to another to cover the unavailability of a device that is out of service or a user CAL from one user to another to cover a user’s absence. While temporary, short-term reassignment is permitted for CALs, reassignment of these licenses for any other purpose or timeframe must be permanent. This means if you reassign a license from device A to device B, you may not then reassign that license from device B back to device A [except as permitted as a temporary reassignment].

## Required Additive Licenses. In order to use these features in the software:

* Test Management

## a user must be licensed for one of:

## Visual Studio Test Professional with MSDN,

## Visual Studio Enterprise with MSDN,

## Visual Studio Enterprise – monthly subscription,

## Visual Studio Enterprise – annual subscription,

## MSDN Platforms, or

## A paid plan for Visual Studio Team Services Test Manager.

* Package Management

## a user must be licensed for one of:

## Visual Studio Enterprise with MSDN,

## Visual Studio Enterprise – monthly subscription,

## Visual Studio Enterprise – annual subscription, or

## A paid plan for Visual Studio Team Services Package Management.

* Concurrent Deployments using Release Management (1 included per server)

## additional concurrent deployments are included for purchases of:

## Visual Studio Enterprise with MSDN,

## Visual Studio Enterprise – monthly subscription,

## Visual Studio Enterprise – annual subscription, or

* Visual Studio Team Services Build & Release Private Pipeline.

## Multiplexing. Hardware or software you use to take any of the following actions (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of client access licenses of any type that are required to access or use the server software;

* pool connections;
* reroute information;
* reduce the number of devices or users that directly access or use the software; or
* reduce the number of operating system environments, devices or users the product directly manages.

## No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

## Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

# 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.

# ADDITIONAL MICROSOFT PRODUCTS

## License Terms for Microsoft SQL Server Software Components. The software is accompanied by Microsoft SQL Server software components, which are licensed to you under the terms of the respective the SQL Server licenses located in the “Licenses” folder in the software installation directory. If the software includes SQL Server 2016 Standard Edition, your use of such SQL Server Standard Edition is subject to the license terms for that edition along with these modified use terms below:

* You may run, at any one time, one instance of SQL Server 2016 Standard Edition on one server to support the software in either a physical or virtual operating system environment. You do not need SQL Server CALs for this use. You may create and store any number of instances of such SQL Server 2016 Edition on any of your servers or storage media solely to exercise your right to run an instance of the SQL Server 2016 Edition as provided here.

## 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.

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* 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 the 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.

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# SUPPORT SERVICES. Microsoft provides support services for the software as described at <https://support.microsoft.com>.

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**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 acquire 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. References to “Limited Warranty” are references to the express warranty provided by Microsoft or the manufacturer or installer. 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.

## 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.

## 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.

**LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO $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.

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LIMITED WARRANTY

1. **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.

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 **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.

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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.
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* 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).
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* 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).
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**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 above 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.**EULA ID: VS\_2017\_RTW\_TFS\_ENU.2