MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

VISUAL STUDIO ENTERPRISE 2019, VISUAL STUDIO PROFESSIONAL 2019, and TRIAL EDITIONS,
and DIAGNOSTIC TOOLS, BUILD TOOLS, and EXTENSIONS for VISUAL STUDIO

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 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.

1. **TRIAL SOFTWARE USE PERIOD.** You may use any number of copies of the trial edition software 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.

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 convert your trial rights at any time to the full-use rights described below by signing in with your Microsoft account that is linked to your validly licensed Visual Studio Subscription.

# INSTALLATION AND USE RIGHTS.

## General. You may use copies of the software to develop and test your 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 (except as otherwise stated in this agreement) 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.

## 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 terms.

## Cloud Use. You may run Visual Studio Enterprise 2019 and Visual Studio Professional 2019 pre-release software on Microsoft Azure.

## Online Services in the Software. Some features of the software make use of online services to provide you 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.

## 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.

# 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.

# TERMS FOR SPECIFIC COMPONENTS.

## 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.

## 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.

## Fonts. 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, 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 directory, 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.

## 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.

# DISTRIBUTABLE CODE. The software contains code that you are permitted to distribute in applications you develop as described in this Section. For this Section 6, 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.”

* **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.

## 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; 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.

## 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.

# DEVELOPING EXTENSIONS.

## 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.

## 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 thereof.

# 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.

## 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.

## 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>.

# 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, or transfer the software or this agreement to any third party.

# SUPPORT SERVICES. [Because](http://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).

# 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.

1. **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 mandatory country law applies, then the following provisions apply to you:
2. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in these license terms is intended to affect those rights.
3. **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.
4. **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 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.

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

EULA ID: VS\_2019\_RC\_ENU.1033