MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT VISUAL STUDIO 2022 FAMILY OF PRODUCTS

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 pre-release software named above. The terms also apply to any Microsoft services or updates for the software, except to the extent those have additional 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. If you use the software on Microsoft Azure, additional charges and terms may apply.

* 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.

# PRE-RELEASE SOFTWARE. The 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.

# CONFIDENTIAL INFORMATION. The software, including its user interface, features and documentation, is confidential and proprietary to Microsoft and its suppliers.

**Use.** For five years after installation of the software or its commercial release, whichever is first, you may not disclose confidential information to third parties. You may disclose confidential information only to your employees and consultants who need to know the information. You must have written agreements with them that protect the confidential information at least as much as this agreement.

**Survival.** Your duty to protect confidential information survives this agreement.

**Exclusions.** You may disclose confidential information in response to a judicial or governmental order. You must first give written notice to Microsoft to allow it to seek a protective order or otherwise protect the information. Confidential information does not include information that:

* 1. becomes publicly known through no wrongful act;
  2. you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or
  3. you developed independently.

# 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.

# TIME-SENSITIVE SOFTWARE. The software is time-sensitive and will stop running on the date that is defined in the software. Your license right to use the software also ends on that date. You may not be able to access copies of your code or other data stored in the software when it stops running.

# 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, and by using them, you consent to the transmission of information as described in Section 8, DATA.

**AI-assisted IntelliSense Service.** This service provides a base model trained on publicly available open source code. The base model will enable you to receive AI-assisted IntelliSense suggestions for common types and components. You may use the base model, in whole or in part, only with the software. The service also provides the facility to train any number of team completion models on your own applications. These team completion models are for your use and use by those with whom you wish to share. (See 6.c. below for the definition of a team completion model.)

1. **Your Data.** AI-assisted IntelliSense analyzes your application locally to generate a summary file with metadata on the types and their usage across your application which illustrate your patterns of usage. The summary file contains information about the names of classes, methods, and how often they are used in your application (“Your Data”). You retain ownership of all aspects of Your Data, including, but not limited to, all right, title and interest in and to the underlying application code.
2. **Team Completion Model.**
   1. You may submit Your Data to Microsoft through the AI-assisted IntelliSense service for the sole purpose of enabling Microsoft to create a team completion model. The team completion model is an AI-assisted IntelliSense set of recommendations based on Your Data. By submitting Your Data to Microsoft, you give Microsoft the right and license to copy, modify, create derivative works of, and transform Your Data to create a team completion model. Microsoft will not use Your Data or the resulting trained machine learning of the team completion model for any other purpose.
   2. You may use the team completion model, in whole or in part, only with the software.

# TERMS FOR SPECIFIC COMPONENTS.

1. **Separation of Components; Workloads.** Except as otherwise stated in this agreement, (i) the components of the software are licensed as a single unit, and (ii) you may not separate the components and install them on different devices. This agreement applies to your use of the workloads made available within the software, except to the extent that a workload or a workload component comes with different terms.
2. **Utilities.** The software contains items on the Utilities List at https://aka.ms/vs/17/utilities. You may copy and install those items onto your devices to evaluate the debugging and deployment features of the software.
3. **Build Devices and Visual Studio Build Tools.** You may copy and install files from the software or from the Visual Studio Build Tools package 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 for evaluation purposes on your Build Devices solely to compile, build, and verify applications or run quality or performance tests of those applications as part of your evaluation of the build process. For clarity, “applications” means applications and other software-code projects developed by you and others in your organization who are each licensed to use the software.
4. **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.
5. **Licenses for Other Components.**

* **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 component 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.

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 applications. 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.

# DATA.

# a. Data Collection. The software may collect information about you and your use of the software and send that information 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 a copy of 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 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>.

# 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, 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. 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 with 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 combined with any of your applications for others to use, or transfer the software or this agreement to any third party.

# 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).

# SUPPORT. 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.

# 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 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.

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.

# 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.

EULAID: VS\_2022\_PreRelease\_ENU.1033