

# MICROSOFT SOFTWARE LICENSE TERMS

## MICROSOFT VISUAL STUDIO COMMUNITY 2022

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An “enterprise” is any organization and its affiliates who collectively have either (a) more than 250 PCs or users or (b) one million U.S. dollars (or the equivalent in other currencies) in annual revenues, and “affiliates” means those entities that control (via majority ownership), are controlled by, or are under common control with an organization.

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a. AI-assisted IntelliSense Service. This service provides a base model trained on publicly available open source code that enables you to receive AI-assisted IntelliSense suggestions. 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 2.c. below for the definition of a team completion model.)

b. 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.

### c. Team Completion Model.

i. 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.

ii. You may use the team completion model, in whole or in part, only with the software.

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EULAID: VS\_Comm\_2022\_ENU.1033