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**MICROSOFT VISUAL STUDIO COMMUNITY 2019 FOR MAC, VISUAL STUDIO PROFESSIONAL 2019 FOR MAC, AND VISUAL STUDIO ENTERPRISE 2019 FOR MAC**

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* Section I describes your use rights for Visual Studio Community 2019 for Mac.
* Section II describes enhanced use rights, warranty, and support benefits if you acquire a subscription for Visual Studio Professional 2019 for Mac or Visual Studio Enterprise 2019 for Mac editions of the software.
* Section III contains general terms applying to all editions of the software.

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   1. **Individual License.** If you are an individual working on your own applications, either to sell or for any other purpose, you may use the software to develop and test those applications.
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  4. **Demo Use.** The use rights permitted above include using the software to demonstrate your applications.

1. **SUPPORT.** Because Visual Studio Community 2019 for Mac is licensed “as-is,” we may not provide support services for it.
2. **DISCLAIMER OF WARRANTY. VISUAL STUDIO COMMUNITY 2019 FOR MAC 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.**
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1. **OVERVIEW**.

**a. Software**. The software includes development tools, applications, and documentation.

**b.** **License Model**. The software is licensed on a per user basis.

1. **USE RIGHTS.**
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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).

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1. **TERMS FOR SPECIFIC COMPONENTS**

## **a. Utilities**. The software contains items on the Utilities List at [https://aka.ms/vs/16/utilities](https://docs.microsoft.com/en-us/visualstudio/releases/2019/redistribution). 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 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.

1. **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 3, the term “distribution” also means deployment of your applications for third parties to access over the Internet.
   1. **Right to Use and Distribute.**The code and text files listed below are“Distributable Code.”

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## **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.

1. **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 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 <http://go.microsoft.com/?linkid=9840733>.

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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 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.

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3. **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.
4. **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. 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:
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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.

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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.
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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.

# EULA ID: Visual Studio for Mac February 2019