**Supplement to the Microsoft Pre-Release Software License Terms for****Microsoft Visual Studio IntelliCode Extension
Microsoft Visual Studio Code IntelliCode Extension**

This supplement (“Supplement”) to the **Microsoft Pre-Release Software License Terms** for

**Microsoft Visual Studio IntelliCode Extension**, and

**Microsoft Visual Studio Code IntelliCode Extension**

is an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. This Supplement applies to your usage of the “Custom Training” feature from the AI-assisted IntelliSense service in the IntelliCode Extension.

**BY USING CUSTOM TRAINING, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE CUSTOM TRAINING FEATURE.**

1. **Pre-release.** Custom Training is a pre-release feature. It may not work the way a final version will. Microsoft may change it for the final, commercial version. We also may not release a commercial version. Microsoft is not obligated to provide maintenance, technical support or updates to you for Custom Training.

**AI-assisted IntelliSense Service**. This service is used by the Extension to provide a base model trained on publicly available open source code (“Base Model”). The Base Model will enable you to receive AI-assisted IntelliSense suggestions for common types and components. You may not use the Base Model, in whole or in part, for any purpose other than receiving AI-assisted IntelliSense suggestions through Visual Studio or Visual Studio Code. The AI-assisted IntelliSense service also provides the ability to train any number of Custom Models (as defined in Section 4 below) for use by you and by those with whom you wish to share.

1. **Your Data.**  The AI-assisted IntelliSense service trains a Custom Model against source code in applications owned by you. In doing so, the Extension will create a model input-file of your data which contains sufficient information about your source code (“Your Data”) to generate a Custom Model.
2. **Custom Model**. You may then submit Your Data to Microsoft through the AI-assisted IntelliSense service for the sole purpose of enabling Microsoft to create your Custom Model. Your “Custom Model” is an AI-assisted IntelliSense set of recommendations based on your code. By submitting Your Data to Microsoft, you give Microsoft the right and license to copy, modify, create derivative works of, and compile Your Data into your Custom Model. Microsoft will not use Your Data or the resulting trained machine learning of the Custom Model for any other purpose.

**Intellectual Property.**

### **Your IP**. You will retain ownership of all aspects of Your Data, including, but not limited to, all right, title and interest in and to the underlying code and those parts of the Custom Model derived from analysis of Your Data. Any enhancements, modifications or updates you make to Your Data, and retraining of the Custom Model, will be owned by you.

### **Microsoft IP**. Microsoft, or its licensors, will retain ownership of all aspects of the software, the Extension, AI-assisted IntelliSense service and the Base Model files.

**Miscellaneous.**

### Neither you nor Microsoft intends to develop or create any jointly owned intellectual property under or in connection with this Supplement. Except as otherwise expressly provided in this Supplement, nothing will be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights, and each party retains all right, title and interest in and to its technologies and other intellectual property rights.

### You may, in your sole discretion, provide Microsoft with suggestions, comments, know-how, input and other feedback regarding the Extension and the AI-assisted IntelliSense service according to the Feedback clause in the **Microsoft Pre-release Software License Terms for Microsoft Visual Studio IntelliCode Extension, and Microsoft Visual Studio Code IntelliCode Extension.**