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## Running Instances of the Server Software. You may use only one instance of the server software assigned to either one physical or virtual operating system environment. For purposes of this Express license grant each user or device connected to the server software is considered a Client Access License (CAL). You may connect any combination of up to five (5) users or devices to access the one instance of the server software in cases where a CAL is required (see Section c below for cases when a CAL is not required).

## Visual Studio Team Foundation Build Services. You may run or otherwise use any number of instances of Visual Studio Team Foundation Build Services in physical or virtual operating system environments on any number of devices. You may use this additional software only with the server software directly, or indirectly through other additional software.

## Usage Not Requiring a Client Access License. A CAL is not required:

# to view, edit or enter work items; or

# for accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service.

## Required Additive Licenses. To use the software features, Test Management, Package Management or Concurrent Deployments in Release Management, a user must have a license for one of the listed subscriptions as follows:

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## MSDN Platforms, or

## A paid plan for Visual Studio Team Services Test Manager

* Package Management

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## Visual Studio Enterprise – annual subscription, or

## A paid plan for Visual Studio Team Services Package Management

* Concurrent Deployments using Release Management (1 license is included per server license)

## additional concurrent deployments are included with license purchases of:

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Visual Studio Team Services Build & Release Private Pipeline

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

FULL-USE LICENSE TERMS FOR THE SOFTWARE: When you acquire the software, the full-use terms below apply.

# OVERVIEW.

## License Model. The software is licensed based on

* the number of instances of server software that you run; and
* the number of devices and users that access instances of server software.

## License Terms for Use with Virtual Server and Other Similar Technologies.

* + 1. Instance. You create an “instance” of the software by executing the software’s setup or install procedure or by duplicating an existing instance. References to software in this agreement include “instances” of the software.
		2. Run an Instance. You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
		3. Operating System Environment (“OSE”). An OSE
* is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
* are instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of OSE, physical and virtual.

A “physical OSE” is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g., Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization technologies) is considered part of the physical OSE.

A “virtual OSE” is configured to run on a virtual hardware system.

A physical hardware system can have either or both of the following:

* one physical operating system environment, and
* one or more virtual operating system environments.
	+ - Server. A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
		- Assigning a License. To assign a license means simply to designate that license to one device or user.

# USE RIGHTS.

## Licensed Server.

### Licensed server means the single server to which a license is assigned.

### You may reassign a software server license, but not within 90 days of the last assignment. You may reassign a server license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, you must remove the software from the former server. The server to which you reassign the license becomes the new licensed server for that license.

## Running Instances of the Server Software. For each server license, you may use, at any one time, one instance of the server software on the licensed server in either a physical or virtual operating system environment on the licensed server.

## Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

* Visual Studio Team Foundation Build Services

## Creating and Storing Instances on Your Servers or Storage Media. For each software license you acquire you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

## Included Microsoft Applications. The software contains other Microsoft applications. These license terms apply to your use of those applications, except for those Microsoft applications identified in Section 5 which are governed by their own license terms.

## 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.

# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## Client Access Licenses (CALs). Except as described here all server software access requires CALs. You must assign each CAL to a user or device. CALs are not required for:

* access by another Licensed Server; or
* up to two users or devices to administer the software.

CALs permit access to the corresponding version (including earlier versions used under downgrade rights), or earlier versions of server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs. Your CALs permit access only to your licensed server (not a third party’s).

## Initial Users. Up to five users may connect to one instance of the server software without requiring a CAL. The sixth and other additional users each require a CAL to access the server software.

## Usage Not Requiring a Client Access License. A CAL is not required:

* to view, edit or enter work items;
* to access Team Foundation Server Reporting;
* for accessing Visual Studio Team Services via a Team Foundation Server 2017 Proxy;
* for providing approvals to stages as part of the Release Management pipeline;
* for accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service; or
* for your paid users in Visual Studio Team Services

## Visual Studio Team Foundation Server Build Services. If you have one or more licensed users of Visual Studio Enterprise with MSDN, Visual Studio Professional with MSDN, or any successor to the foregoing then you may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2017 Build Services by your licensed users and licensed devices of the software.

## Reassignment of CALs. You may

* permanently reassign a device CAL from one device to another, or a user CAL from one user to another; or
* temporarily reassign (on a short-term basis), a device CAL from one device to another to cover the unavailability of a device that is out of service or a user CAL from one user to another to cover a user’s absence. While temporary, short-term reassignment is permitted for CALs, reassignment of these licenses for any other purpose or timeframe must be permanent. This means if you reassign a license from device A to device B, you may not then reassign that license from device B back to device A [except as permitted as a temporary reassignment].

## Required Additive Licenses. To use the software features, Test Management, Package Management or Concurrent Deployments in Release Management, a user must have a license for one of the listed subscriptions as follows:

* Test Management

## Visual Studio Enterprise Subscription

## Visual Studio Enterprise – monthly subscription

## Visual Studio Enterprise – annual subscription

## MSDN Platforms, or

## A paid plan for Visual Studio Team Services Test Manager

* Package Management

## Visual Studio Enterprise Subscription

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## Visual Studio Enterprise – annual subscription, or

## A paid plan for Visual Studio Team Services Package Management

* Concurrent Deployments using Release Management (1 license is included per server license)

## additional concurrent deployments are included with license purchases of:

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## Multiplexing. Multiplexing or pooling to reduce direct connections with the software does not reduce the number of required CALs.

## No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

## Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

# DATA.

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* You may run, at any one time, one instance of this SQL Server program to support the software in either a physical or virtual operating system environment. You do not need SQL Server CALs to use this SQL Server program with the software. You may create and store one copy of SQL Server 2017 Standard Edition as back-up solely to exercise your right to run an instance of SQL Server 2017 Edition as provided here.

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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.

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LIMITED WARRANTY

1. **LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

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3. **CONSUMER RIGHTS NOT AFFECTED. You may have additional consumer rights under your local laws, which this agreement cannot change.**
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**FOR AUSTRALIA ONLY.** References to “Limited Warranty” are references to the warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. 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. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

1. **LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.**

**This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. You may also have other rights that vary from country to country.**TFS2018\_UPDATE\_RTW\_ENU