MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT VISUAL STUDIO TEAM FOUNDATION SERVER 2018, TRIAL VERSION, AND

TEAM FOUNDATION SERVER EXPRESS VERSION

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. They apply to the software named above. The terms also apply to any Microsoft services and updates for the software, except to the extent those have different terms.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft’s refund policies. See <http://www.microsoft.com/worldwide>. In the United States and Canada, call (800) MICROSOFT or see aka.ms/[nareturns](https://aka.ms/nareturns).

TEAM FOUNDATION SERVER TRIAL and TEAM FOUNDATION SERVER EXPRESS USE RIGHTS. If the software is the trial version or Express version then this Section applies to your use of either of them.

USE OF THE TRIAL VERSION. You may use the trial version on your devices solely for your internal evaluation purposes. For example, your trial rights do not include the right to put into production use any components of the trial version.

# You may use the trial version for ninety (90) days. The trial version will present conversion options to you sixty (60) days after you install it, then again each time a user logs in to the server administration console. You may convert your trial rights at any time to either Express (for no charge), or to the full rights described below by purchasing a full-use license from Microsoft or one of its distributors. You may not be able to access data used with the trial version when it stops running.

USE OF VISUAL STUDIO TEAM FOUNDATION SERVER EXPRESS.

## 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:

* 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

## Visual Studio Enterprise – monthly subscription

## 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:

## Visual Studio Enterprise Subscription

## Visual Studio Enterprise – monthly subscription

## Visual Studio Enterprise – annual subscription, or

Visual Studio Team Services Build & Release Private Pipeline

# Disclaimer of Warranty. The TRIAL VERSION AND TEAM FOUNDATION SERVER EXPRESS VERSION ARE licensed “as-is.” You bear the risk of using either one. 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.

# Because the trial version and Team Foundation Server Express version software are “as is,” we may not provide support services for it.

* 1. **Limitation on and Exclusion of 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 trial version, services, content (including code) on third party Internet sites, or third party programs; 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 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

## Visual Studio Enterprise – monthly subscription

## 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:

## Visual Studio Enterprise Subscription

## Visual Studio Enterprise – monthly subscription

## Visual Studio Enterprise – annual subscription, or

Visual Studio Team Services Build & Release Private Pipeline

## 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.

## 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 product 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 and you should provide a copy of our privacy statement to your users. Our privacy statement is located, here <https://go.microsoft.com/fwlink/?LinkId=398505>. You can learn more about data collection and use in the help documentation and our privacy statement. Your use of the software operates as your consent to these practices.

## 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>.

# ADDITIONAL MICROSOFT PRODUCTS

## 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 installation directly, those license terms control.

## License Terms for Microsoft SQL Server 2017 Standard Edition. A copy of Microsoft SQL Server 2017 Standard Edition is included with the software. It is licensed to you under the terms of its license located in the “Licenses” folder in the software installation directory and additionally as follows:

* 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.

# 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. 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 the 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; or
* share, publish, rent or lease the software, or provide the software as a stand-alone hosted solution for others to use.

# BACKUP COPY. You may make one backup copy of the software, for reinstalling the software.

# NOT FOR RESALE SOFTWARE. You may not sell software marked as “NFR” or “Not for Resale.”

# RIGHTS TO USE OTHER VERSIONS AND LOWER EDITIONS.  You may use the software and any prior version on any device.  You may create, store, install, run or access in place of the version licensed, a copy or instance of a prior version, different permitted language version or lower edition.

# PROOF OF LICENSE. If you acquired the software on a disc or other media, your proof of license is the Microsoft certificate of authenticity label and your receipt. If you purchased an online copy of the software, your proof of license is your receipt and/or being able to access the software service through your Microsoft account. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).

**TRANSFER TO A THIRD PARTY.** If you are a valid licensee of the software you may transfer it and this license agreement directly to another party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software, and (if applicable) the Proof of License label. The transferor must uninstall all copies of the software after transferring it from the device. The transferor may only retain copies of the software if otherwise licensed to do so.

**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 SERVICES. Microsoft provides support services for the software as described at <https://support.microsoft.com>.

**ENTIRE AGREEMENT.** This agreement (including the warranty below), 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 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 acquire 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. References to “Limited Warranty” are references to the express warranty provided by Microsoft or the manufacturer or installer. 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.

## In this section, “goods” refers to the software for which Microsoft or the manufacturer or installer 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.

## 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.

**(i)** **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.

**(ii)** **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.

**LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO $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.

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

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.

References to “limited warranty” are references to the express 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 local Consumer Law.

1. **TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

**To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

1. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft’s reasonable control.
2. **REMEDY FOR BREACH OF WARRANTY. Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates, and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.**
3. **CONSUMER RIGHTS NOT AFFECTED. You may have additional consumer rights under your local laws, which this agreement cannot change.**
4. **WARRANTY PROCEDURES.** You need proof of purchase for warranty service.
   1. **United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:

* (800) MICROSOFT;
* Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
* visit ([aka.ms/nareturns](https://aka.ms/nareturns)).
  1. **Europe, Middle East, and Africa.** If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either:
* Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
* the Microsoft affiliate serving your country (see aka.ms/msoffices).
  1. **Australia.** For Warranty Services and to claim expenses in relation to the warranty (if applicable) for software acquired in Australia, contact Microsoft at:
* 13 20 58; or
* Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.
  1. **Outside the United States, Canada, Europe, Middle East, Africa, and Australia.** If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa, and Australia, contact the Microsoft affiliate serving your country (see aka.ms/msoffices).

1. **NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees, or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose, and non-infringement.** If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

**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