MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT AZURE DEVOPS SERVER 2019

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 pre-release software named above. The terms also apply to any Microsoft services or updates for the software, except to the extent those have additional terms.

If you comply with these license terms, you have the rights below.

# DEFINITIONS.

1. “Server” means a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
2. “Additional Software” means:
   * Azure Pipelines
3. **Cloud Use**. You may run Azure DevOps Server 2019 pre-release software on Microsoft Azure.

# INSTALLATION AND USE RIGHTS.

1. If you comply with these license terms you may install and use copies of the software on Servers located on your premises and use the software in a live production environment to design, develop and test your applications, provided that:

### you take adequate precautionary measures to back up and protect your data;

### you agree to cease such use immediately upon notice from Microsoft; and

### such production environment may only be accessible by your employees and contractors.

1. You may install and use copies of the Additional Software on any number of devices. You may use the Additional Software only with the Server software.

# PRE-RELEASE SOFTWARE. This software is a pre-release version. It may not operate correctly or work the way a final version of the software 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 the software.

# Included Microsoft Programs. These license terms apply to all Microsoft programs included with the software, except as otherwise noted in this agreement.

# 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 accompanying the software.

# UPDATES. If Microsoft makes bug fixes, security fixes or other error corrections to the software you agree to use commercially reasonable efforts to install them for purposes of updating the software.

# DATA.

1. **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 to collect data from users of your applications. If you use these features to enable data collection in your applications, you must comply with applicable law, including providing appropriate notices to users of your applications. You can learn more about data collection and use in the help documentation and the privacy statement at <https://go.microsoft.com/fwlink/?linkid=853472>. Your use of the software operates as your consent to these practices.
2. **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>.

# FEEDBACK. If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

# 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 license terms found in the installation directory for that component or in the “Licenses” folder accompanying the software.

## Microsoft SQL Server

### In addition to the Microsoft Platform terms, you may run, only one instance of the SQL Server 2017 Standard Edition in either one physical or virtual operating system environment, solely to support the software. You do not need SQL Server CALs for this limited use.

# 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 only to the extent required by third party licensing terms governing the use of certain opensource components that may be included with 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 for others to use; or
* transfer the software or this agreement to any third party.

# 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 (aka.ms/exporting).

# SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

# Entire Agreement. This agreement, 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 the 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.

# 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. You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.

## 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.

# Disclaimer of Warranty. The software 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.

# 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 software, 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.

EULA ID: AZUREDEVOPS2019\_RC\_ENU