MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT VISUAL STUDIO 2019 REMOTE DEBUGGER, STAND-ALONE PROFILER, INTELLITRACE, SNAPSHOT DEBUGGER, other DEBUGGERS and BUILD TOOLS

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

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW.

# INSTALLATION AND USE RIGHTS.

## You may install and use any number of copies of the software to use solely with Visual Studio Community, Visual Studio Professional, and Visual Studio Enterprise, to develop and test your applications.

# TERMS FOR SPECIFIC COMPONENTS.

## 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 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.

## Build Devices and Visual Studio Build Tools. You may copy and install files from the software 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.

## 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 license terms for those components are also included in the associated installation directory, those license terms control.

## 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.

# 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 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. The Microsoft privacy statement is located here <https://go.microsoft.com/fwlink/?LinkID=824704>. You can learn more about data collection and its use from the software 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 <https://docs.microsoft.com/en-us/legal/gdpr>.

# SCOPE OF LICENSE. The software is licensed, not sold. These license terms only give 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 these license terms. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. In addition, 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 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, or transfer the software or this agreement to any third party.

# 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.

# 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).

# 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.

# CONSUMER RIGHTS; REGIONAL VARIATIONS. These license terms describe 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:

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

## Canada. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

## 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 the case of death or personal or physical injury, Microsoft is liable according to the statutory law.

# 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.

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

EULAID: VS\_2019\_DiagnosticBuildTools\_ENU.1033