MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT VISUAL STUDIO INTELLICODE EXTENSION

MICROSOFT VISUAL STUDIO CODE INTELLICODE EXTENSION

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**4.**    **Online Services in the software.** Some features of the software make use of online services to provide you information about updates to the software, or to enable you to retrieve content, collaborate with others, or otherwise supplement your development experience. As used throughout this agreement, the term “software” includes these online service features.

**AI-assisted IntelliSense Service.** This service provides a base model trained on publicly available open source code. The base model will enable you to receive AI-assisted IntelliSense suggestions for common types and components. You may use the base model, in whole or in part, only with the software (i.e., Visual Studio IntelliCode extension or the Visual Studio Code IntelliCode extension). The service also provides the facility to train any number of custom models on your own applications. These custom models are for your use and use by those with whom you wish to share. (See 4.c. below for the definition of a custom model.)

1. **Your Data.**  AI-assisted IntelliSense analyzes your application locally to generate a summary file with metadata on the types and their usage across your application which illustrate your patterns of usage. The summary file contains information about the names of classes, methods, and how often they are used in your application (“Your Data”). You retain ownership of all aspects of Your Data, including, but not limited to, all right, title and interest in and to the underlying application code.
2. **Custom Model**.
3. You may submit Your Data to Microsoft through the AI-assisted IntelliSense service for the sole purpose of enabling Microsoft to create a custom model. The custom model is an AI-assisted IntelliSense set of recommendations based on Your Data. By submitting Your Data to Microsoft, you give Microsoft the right and license to copy, modify, create derivative works of, and transform Your Data to create a custom model. Microsoft will not use Your Data or the resulting trained machine learning of the custom model for any other purpose.
4. You may use the custom model, in whole or in part, only with the software (i.e., Visual Studio IntelliCode extension or the Visual Studio Code IntelliCode extension).
5. **No Joint Development**. Neither you or Microsoft intends to develop or create any jointly owned intellectual property under or in connection with this agreement.

**5. 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.

**6.**    **DATA.**

**a.**   **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. In using the software, you must comply with applicable law. You can learn more about data collection and use in the software documentation and the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=398505>. Your use of the software operates as your consent to these practices.

**b.**   **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>.

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·      reverse engineer, decompile or disassemble the software, or attempt to do so, except and only to the extent required by third party licensing terms governing use of certain open source 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; or

·      share, publish, rent or lease the software, or provide the software as a stand-alone offering for others to use.

**8.   UPDATES.** The software, including all models, may periodically check for updates and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice.

**9.** **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).

**10.** **SUPPORT SERVICES.** Because the software is “as is,” we may not provide support services for it.

**11.** **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.

**12.** **APPLICABLE LAW.** If you acquired the software in the United States, Washington State 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.

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**c.**   **Germany and Austria**.

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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.

**Please note: As the software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.**

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