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- supplements,
- Internet-based services, and
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**AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND USE OF INTERNET-BASED SERVICES.**

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**IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.**

#### **1. OVERVIEW.**

- Software.** The software includes development tools, software programs and documentation.
- License Model.** The software is licensed on a per user basis.

#### **2. INSTALLATION AND USE RIGHTS.**

- General.** One user may install and use copies of the software to design, develop, test and demonstrate your programs. You may not use the software on a device or server in a production environment.
- Product Keys and Access Credentials.** Some software allows you to access services and features using your Microsoft account or other supported login credentials. You are responsible for the use of product keys assigned to you and access to services and features using your login credentials. You may not share the product keys or login credentials with other individuals.
- Included Microsoft Programs.**
  - Except as described in this Sections 2.c and 2.d., these license terms apply to all Microsoft programs included with the software or the subscription. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
  - Windows Embedded Product.** All Windows Embedded products, which includes the Windows CE Platform Builder programs, and services included with the software are governed by their own license terms, except that one user may install and use multiple copies..
- Visual Studio Feature Packs, Agents for Visual Studio 2013, IntelliTrace Collector for Visual Studio 2013, Software Development Kits (SDKs), Driver Development Kits (DDKs), Patterns and Practices releases and Third Party Programs.** Your subscription may also contain software components classified as "Visual Studio Feature Packs", "Agents for Visual Studio 2013", "IntelliTrace Collector for Visual Studio 2013",

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- e. **Subscription Services.** MSDN subscription services, which may include downloads, product keys, Windows Azure benefits, e-learning, technical support, Windows Store benefits, and other services, are only available while the subscription is kept active.
  - f. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only
    - embed fonts in content as permitted by the embedding restrictions in the fonts; and
    - temporarily download them to a printer or other output device to help print content.
  - g. **Running the Software on Third Party Shared Servers**
    - i. The Licensed User may run the software on third party shared servers with qualified MSDN partners.
    - ii. The use of the software remains subject to the terms and conditions of your license agreement.
    - iii. Despite the rights granted above, the Licensed User may not run Office Professional Plus or System Center Virtual Machine Manager for production use and may not run Window Server or Windows client software for any use on third party shared servers.
    - iv. The right to run software on shared third party servers expires with the expiration of your MSDN subscription.
  - h. **Qualified MSDN Cloud Partners.** To run software on third party shared servers you must
    - i. Activate your MSDN subscription by linking your Microsoft account to the MSDN subscription.
    - ii. Deploy your licenses only with Windows Azure Platform Services or Qualified MSDN Cloud Partners. A list of Qualified MSDN Cloud Partners is available at <http://go.microsoft.com/fwlink/?LinkId=294716>.
3. **ADDITIONAL LICENSE TERMS.** The following provisions apply to software provided with the subscription.
- a. **Acceptance Testing and Feedback.** Your end users may access the software to perform acceptance tests on your programs or to provide feedback on your programs.
  - b. **System Center – Virtual Machine Manager (SCVMM).** Visual Studio Test Professional with MSDN customers may install and run SCVMM with the Visual Studio Test Professional software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing your programs. You do not need management licenses for that use. No other production use rights of SCVMM are given under this license, such as managing virtualized production servers
  - c. **Windows Azure Platform Services.** For each MSDN subscription that you acquire, you may have access to Windows Azure Platform Services. Check the MSDN Subscription Web site for the amount of services provided to you based on your subscription level. The service provided is based per MSDN subscriber, and the service amounts cannot be combined from multiple MSDN subscriptions onto a single Windows Azure account. Your use of the Windows Azure Platform Services is governed by the Microsoft Online Services Agreement available through the Microsoft Online Subscription Program.
  - d. **Bing Maps.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose.
  - e. **Additional Mapping APIs.** The software may include application programming interfaces that provide maps and other related mapping features and services that are not provided by Bing (the "Additional Mapping APIs"). These Additional Mapping APIs are subject to additional terms and conditions and may require payment of fees to Microsoft and/or third party providers based on the use or volume of use of such Additional Mapping APIs. These terms and conditions will be provided when you obtain any necessary license keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.
  - f. **Windows.Phone.Speech namespace API.** Using speech recognition functionality via the Windows.Phone.Speech namespace APIs in a program requires the support of a speech recognition service. The

service may require network connectivity at the time of recognition (e.g., when using a predefined grammar). In addition, the service may also collect speech-related data in order to provide and improve the service. The speech-related data may include, for example, information related to grammar size and string phrases in a grammar.

Also, in order for a user to use speech recognition on the phone they must first accept certain terms of use. The terms of use notify the user that data related to their use of the speech recognition service will be collected and used to provide and improve the service. If a user does not accept the terms of use and speech recognition is attempted by the application, the operation will not work and an error will be returned to the application.

- g. Location Framework.** The software may contain a location framework component that enables support of location services in programs. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the location framework component or the rest of the software.
  - h. Device ID Access.** The software may contain a component that enables programs to access the device ID of the device that is running the program. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the device ID access component or the rest of the software.
  - i. PlayReady Support.** The software includes the Windows Phone Emulator, which contains Microsoft's PlayReady content access technology. Content owners use Microsoft PlayReady content access technology to help protect their intellectual property, including copyrighted content. This software uses PlayReady technology to access PlayReady-protected content and/or Microsoft Digital Rights Management (DRM) protected content. Microsoft may decide to revoke the software's ability to consume PlayReady-protected content for reasons including but not limited to (i) if a breach or potential breach of PlayReady technology occurs, (ii) proactive robustness enhancement, and (iii) if content owners require the revocation because the software fails to properly enforce restrictions on content usage. Revocation should not affect unprotected content or content protected by other content access technologies. Content owners may require you to upgrade PlayReady to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade and may not be able to install other operating system updates or upgrades.
- 4. ADDITIONAL LICENSE TERMS AND/OR DISTRIBUTION RIGHTS FOR FEATURES MADE AVAILABLE WITH VISUAL STUDIO 2013 PRODUCTS.**
- a. Utilities.** The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=313603>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to other third party machines. These Utilities may only be used to debug and deploy your programs and databases you have developed with the software. You must delete all the Utilities installed onto such other machines within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities on those machines.
  - b. Build Server.** The software contains certain components that are identified in the Build Server List located at <http://go.microsoft.com/fwlink/?LinkId=313603>. You may install copies of the files listed in it, onto your build machines. You and others in your organization may use these files on your build machines solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your build machines..
  - c. Third Party Notices.** Additional copyright notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the Microsoft software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of remedies and damages provisions of this agreement shall apply to all software in this distribution.
  - d. Microsoft Components Provided for Use with the Software.** The software includes compilers, languages, runtimes, environments, and other resources that enable development for many Microsoft platforms. As a convenience to our Visual Studio customers, the software may install certain Microsoft SDKs and other Microsoft components that target and support those platforms. These components may be licensed and supported under their own terms and policies. The license terms for these software components are located in the "Licenses" folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.
  - e. Microsoft SQL Server, Microsoft SharePoint, Windows Software Development Kit (Windows SDK) and Components of Microsoft Office.** The software is accompanied by Microsoft SQL Server software, Microsoft SharePoint software, including SharePoint Windows Identity Foundation Extensions, Windows SDKs and certain components of Microsoft Office software], which are all licensed to you under their own terms. The license terms for

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- f. **Windows Components.** The software includes Microsoft .NET Framework software, certain .dll's related to Microsoft Build technologies, Windows Identity Foundation, Windows Web Services (WWS) for Windows 2008 and Windows Library for JavaScript components.. These software components are part of Windows and are licensed to you under separate Windows license terms or as a supplement to a Windows license. The product lifecycle support and license terms for the applicable Windows product apply to your use of these Windows components.
- g. **Microsoft Accounts in Visual Studio.** If you are running the software on Windows 8, Windows 7 with sign-in assistant, or any other version of Windows that supports providing a Microsoft Account directly to the Visual Studio software and you are signed into a Microsoft account in those versions of Windows, you may automatically be signed into the software and Visual Studio services accessed by the software using the same Microsoft account. This allows you to access services within the software and roam the software's settings without being asked to reenter your Microsoft Account credentials each time you start the software. For more information about signing into the software and the services available therein with a Microsoft Account, see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.
- h. **Microsoft Components Provided for Use with the Software.** The software includes compilers, languages, runtimes, environments, and other resources that enable development for many Microsoft platforms. As a convenience to our Visual Studio customers, the software may install certain Microsoft SDKs and other Microsoft components that target and support those platforms. These components may be licensed and supported under their own terms and policies. The license terms for these software components are located in the "Licenses" folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.
- i. **Package Manager and Third Party Software Installation Features.** The software includes the following features (each a "Feature"), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not developing, distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party application or package providers. By using the Features, you acknowledge and agree that:
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- j. **Scope of License.** You may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software.

## 5. ADDITIONAL LICENSE TERMS FOR WINDOW SERVER REMOTE DESKTOP SERVICES

- a. **Remote Desktop Services.** Up to 200 anonymous users at a time may use the Remote Desktop Services feature of the Windows Server software to access online demonstrations of your programs.
- b. **Windows Home Server Remote Access Features.** You are responsible for making sure that your use of Windows Home Server's remote access features complies with your broadband providers' terms of service. You may need to add services from your broadband provider to use Windows Home Server's remote access features. For example, you will need certain "ports" to be open to use these features, and some broadband providers block those ports for customers on some service plans. Also, some broadband providers' terms of service may limit or prohibit setting up and running of "servers" on their networks by some customers on some service plans. Please contact your broadband provider if you have questions about their terms of service.

## 6. ADDITIONAL LICENSE TERMS FOR WINDOWS 8

- a. **Windows Apps.** Windows apps (such as Mail, Messaging, Calendar and People) are apps that are developed by Microsoft, included with Windows, and licensed to you under this agreement. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at [go.microsoft.com/fwlink/?linkid=246338](http://go.microsoft.com/fwlink/?linkid=246338), or for Windows apps that access Xbox services, the [xbox.com/legal/livetou](http://xbox.com/legal/livetou). We continuously work to improve the services and we may we change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting [choice.live.com](http://choice.live.com).
- b. **Adobe Flash Player.** The software may include a version of Adobe Flash Player. You agree that your use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated, at [go.microsoft.com/fwlink/?linkid=248532](http://go.microsoft.com/fwlink/?linkid=248532). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
- c. **For Windows 8, Windows 8 K, Windows 8 KN.** Windows 8 and Windows 8 K include Windows Media Player and related technologies identified by the Korean Fair Trade Commission (KFTC) and a link to the Windows Live Messenger Download. Windows 8 KN does not include Windows Media Player or related technologies identified by the KFTC. Please see the Microsoft Product List at <http://www.microsoft.com/licensing> for details about which language versions and media fulfillment options are available for each of these editions.
- d. **Windows 8 K.** The KFTC requires that the software contain links to a Media Player Center Web site and a Messenger Center Web site which has links to third party sites to enable you to download and install third party media players and instant messaging software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the software or content of any third party sites, any links contained in third party sites, or any changes or updates to the third party software or sites. The inclusion of any link on the Media Player Center Web site or Messenger Center Web site does not imply an endorsement by Microsoft of the third party software, the site or its contents.
- e. **Windows 8 KN**

**Inapplicable Windows Media Player Use Rights:** The Windows Media Digital Rights Management and Windows Media Player terms do not apply when running this software.

**Notice Regarding the Absence of Windows Media Player:** The software does not include Windows Media Player (as defined by the Korean Fair Trade Commission) and related technologies such as Windows Media Center, or Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=147432>.

**Additional Disclaimer of Warranties:** Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the KFTC, despite anything to the contrary in your volume licensing agreement.

### f. Windows 8 N

**Inapplicable Windows Media Player Use Rights:** The Windows Media Digital Rights Management and Windows Media Player terms do not apply when running this software.

**Notice Regarding the Absence of Windows Media Functionality:** The software does not include Windows Media Player (as defined by the European Commission) and Windows Media Player related technologies such as Windows Media Center and Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=147431>.

**Additional Disclaimer of Warranties:** Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the European Commission, despite anything to the contrary in your volume licensing agreement.

## 7. ADDITIONAL LICENSE TERMS FOR WINDOWS SERVER 2012

a. **Data Storage Technology.** The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

8. **DISTRIBUTABLE CODE.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

a. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."

- REDIST.TXT Files. You may copy and distribute the object code form of code listed in the redist.txt file in the software and on the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=313603>.
- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
- Icons. You may copy and distribute the icons in the Image Library as described in the software documentation.
- Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- Blend Site Templates for Visual Studio. The software contains code marked as "site templates" that you are permitted to use along with your content. You may copy, modify, and distribute the source and object code form of these site templates.
- Blend Fonts for Visual Studio. You may distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font.
- Blend Styles for Visual Studio. You may copy, modify and distribute the object code form of code identified as "Sketch" or "Simple" Styles.
- Silverlight 5 SDK Libraries. You may copy and distribute the object code form of code marked as "Silverlight Libraries", "Client Libraries" and "Server Libraries."
- ASP.NET and Web Tooling Extensions .js Files. You may modify, copy and distribute or deploy any .js files contained in the ASP.NET Model View Controller, ASP.NET Web Pages or in the Web Tooling Extensions as part of your ASP.NET programs.
- Visual Studio LightSwitch Project Templates. You may modify, copy, and distribute the .js files contained in the Visual Studio LightSwitch project templates as part of your LightSwitch programs.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

b. **Distribution Requirements.** For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

c. **Distribution Restrictions.** You may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

- distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms. However, for Visual Studio 2013, JavaScript, CSS and HTML files included for use in websites and web applications (as opposed to Windows Library for JavaScript files covered in Section 13.d below) may be distributed to run on any platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - the code be disclosed or distributed in source code form; or
  - others have the right to modify it.

**d. Windows Library for JavaScript.** The software includes Windows Library for JavaScript. In addition to the other provisions of this Distributable Code section, the following also applies to your programs that work in conjunction with Windows Library for JavaScript. The Windows Library for JavaScript files help your programs implement the Windows design template and UI look and feel. You may copy, use and distribute these files, without modification, in programs you develop for your internal use or in programs that you develop and distribute to third parties. You may distribute programs containing the Windows Library for JavaScript files only through the Windows Store and not by any other means.

## 9. BENCHMARK TESTING.

- a. **Server Software.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of server software or additional software that comes with it. This does not apply to the .NET Framework (see below).
- b. **Microsoft .NET Benchmark Testing.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

**10. 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. For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights). You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval, however, this does not apply to the Microsoft .NET Framework (see Section 14b);
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- use the software in any way that is against the law;
- rent, lease or lend the software;
- use the software for commercial software hosting services; or

- transfer the software to another party.
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  12. **GEOGRAPHIC AND EXPORT RESTRICTIONS.** If there is a geographic region indicated on your software packaging, then you may activate the software only in that region. You must also 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 geographic and export restrictions, visit [go.microsoft.com/fwlink/?linkid=141397](http://go.microsoft.com/fwlink/?linkid=141397) and [microsoft.com/exporting](http://microsoft.com/exporting).
  13. **RENEWAL.** If this subscription is marked as a renewal version, you may use it only if you have a license to use the subscription eligible for renewal. If you renew, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version.
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USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).
  15. **NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD.** This software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

**For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the decoding technology to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.**
  16. **NOTICE ABOUT THE MPEG-2 VISUAL STANDARD.** This software includes MPEG-2 visual decoding technology. MPEG LA, L.L.C. requires this notice:

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**If you have questions about the MPEG-2 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.**
  17. **DOWNGRADE.** You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.
  18. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).
  19. **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.
  20. **APPLICABLE LAW.**
    - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the

state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

21. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

22. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**FOR AUSTRALIA – YOU HAVE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW AND NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS.**

23. **LIMITATION ON AND EXCLUSION OF REMEDIES AND 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

anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

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.

## INTERNET-BASED SERVICES ATTACHMENT

MICROSOFT SOFTWARE LICENSE TERMS FOR THE FOLLOWING MSDN SUBSCRIPTIONS:

VISUAL STUDIO ULTIMATE WITH MSDN, VISUAL STUDIO PREMIUM WITH MSDN, VISUAL STUDIO PROFESSIONAL WITH MSDN, VISUAL STUDIO TEST PROFESSIONAL WITH MSDN, MSDN OPERATING SYSTEMS

### Visual Studio 2013 Products:

#### DATA.

- a. **Consent for Internet-Based Services.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time. The software features described below and in the Visual Studio 2013 privacy statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see <http://go.microsoft.com/fwlink/?LinkId=286720>. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.
  - Extensions and Updates; and New Project Dialog. Extensions and Updates; and New Project Dialog can retrieve other software through the Internet from Visual Studio Gallery, Microsoft Download Center and MSDN Samples websites. To provide this other software, Extensions and Updates; and New Project Dialog send to Microsoft the name and version of the software you are using and language code of the device where you installed the software. In addition, Extensions and Updates contains an automatic update feature that is on by default.
    - For more information about this feature, including instructions for turning it off, see <http://go.microsoft.com/fwlink/?LinkId=286720>. You may turn off this automatic update feature while the software is running ("opt out"). Unless you expressly opt out of this feature, the feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, operating system, the name and version of the software you are using and language code of the device where you installed the software, and (c) prompt you to download and/or install, current updates to the software or other third party software. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information.
  - Notification Tool Window. The software includes a notification tool window. When connected to the Internet, technologies that use the notification tool window may provide information related to extensions and other software or services that you have installed or opted into and display those updates to you. For more information please see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.
  - Really Simple Syndication ("RSS") Feed. This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.
  - Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance, help, and Appshelp. You may choose not to use these web content features.
  - Package Manager Features. For more information about these features, see the privacy statement available at [go.microsoft.com/fwlink/?LinkId=205205](http://go.microsoft.com/fwlink/?LinkId=205205). With respect to these package manager features, Microsoft or the third party service provider may use the computer information obtained through your use of these features, to improve its software and services. Microsoft or such third party may also share this information with others, such as hardware and software vendors that may use the information to improve how their products run with Microsoft software.
    - Open Data Protocol (OData) Service. The Microsoft NuGet-Based Package Manager and the package manager feature of Microsoft ASP.NET Web Pages will access a list of packages made available by Microsoft and third party service providers that is accessed by means of an OData

service online located at [go.microsoft.com/fwlink/?LinkID=206669](http://go.microsoft.com/fwlink/?LinkID=206669). You may change the feed URL that the package manager feature initially points to at any time at your discretion.

- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

**Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.
- Visual Studio Experience Improvement Program. This software uses the Visual Studio Experience Improvement Program ("VSEIP") which is on by default. VSEIP helps Microsoft collect information about problems that you have while using the software. Microsoft also uses VSEIP information to improve its software and services. Microsoft may also share VSEIP data with others, such as agents acting on Microsoft's behalf and hardware and software vendors to improve how their products run with Microsoft software. To learn more about VSEIP, including how you can opt out, see [go.microsoft.com/fwlink/?LinkId=286720](http://go.microsoft.com/fwlink/?LinkId=286720).
  - Data Collected Automatically. Microsoft automatically collects information identifying your installed Microsoft product, the operating system of the device, the CPU architecture of the operating system and data regarding the success or failure of the installation of the software, data identifying the cause of a crash in the product and information about the product license which is in use. Microsoft does not use this information to identify or contact you. For more information about privacy, see <http://go.microsoft.com/fwlink/?LinkId=286720>.
- c. **Microsoft Accounts in Visual Studio.** If you are running the software on Windows 8, Windows 7 with sign-in assistant, or any other version of Windows that supports providing a Microsoft account directly to the software and you are signed into a Microsoft account in those versions of Windows, you may automatically be signed into the software and Visual Studio services accessed by the software using the same Microsoft account. This allows you to access services within the software and roam the software's settings without being asked to reenter your Microsoft account credentials each time you start the software. For more information about signing into the software and the services available therein with a Microsoft account, see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.
- d. **Use of Information.** Microsoft may use the computer and services information to improve its software and services. Microsoft may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

## Windows 8

### 1. INTERNET-BASED SERVICES; PRIVACY

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Windows 8 Privacy Statement, at [go.microsoft.com/fwlink/?linkid=190175](http://go.microsoft.com/fwlink/?linkid=190175). Some Internet-based features may be delivered at a later date via Microsoft's Windows Update service--if, for example, you acquire an application that relies on one of those services.

- a) **Windows Update.** If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.
- b) **Windows Digital Rights Management technology.** Some content owners use Windows digital rights management technology (WDRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if WDRM fails. You agree that Microsoft may include a revocation list with the licenses.

- c) **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at [go.microsoft.com/fwlink/?linkid=104605](http://go.microsoft.com/fwlink/?linkid=104605).
- d) **Windows Defender.** If turned on, Windows Defender will search your computer for many types of malicious software, including viruses, worms, bots, rootkits, "spyware", "adware" and other potentially unwanted software. If you choose the "recommended" security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.
- e) **Malicious software removal.** If you use Windows Update, at least once each month the software will scan for and remove from your computer the malware listed at [go.microsoft.com/fwlink/?linkid=241725](http://go.microsoft.com/fwlink/?linkid=241725). After the scan completes, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to improve the software and other Microsoft products. You may disable the software's reporting functionality by following the instructions found at [go.microsoft.com/fwlink/?linkid=241725](http://go.microsoft.com/fwlink/?linkid=241725).
- f) **SmartScreen Filter.** If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement [go.microsoft.com/fwlink/?linkid=239590](http://go.microsoft.com/fwlink/?linkid=239590). By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect or store any data provided by the SmartScreen Filter.
- g) **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example [teredo.ipv6.microsoft.com](http://teredo.ipv6.microsoft.com)). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.
- h) **Plug and Play and Plug and Play Extensions.** Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.
- i) **Digital certificates.** The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.
- j) **Network awareness.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- k) **Accelerators.** When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see [go.microsoft.com/fwlink/?linkid=239590](http://go.microsoft.com/fwlink/?linkid=239590).
- l) **Search provider update.** The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update. For more information, see [go.microsoft.com/fwlink/?linkid=239590](http://go.microsoft.com/fwlink/?linkid=239590).
- m) **Cookies.** If you choose to use online features in the software, such as online Help and Support, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the privacy statement at [go.microsoft.com/fwlink/?linkid=74170](http://go.microsoft.com/fwlink/?linkid=74170).
- n) **Windows Store.** In addition to the terms of this agreement for Internet based features, you may only use the Windows Store under the terms available at [go.microsoft.com/fwlink/?linkid=246694](http://go.microsoft.com/fwlink/?linkid=246694). Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows

Notification Service. You agree that we may send you notifications as described in the Windows 8 Privacy Statement and Windows Store terms of service.

## Windows Server 2012

**1. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

**a. Consent for Internet-Based Services.** The software features described below and in the Windows Server Privacy Highlights connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, go to [go.microsoft.com/fwlink/?linkid=101128](http://go.microsoft.com/fwlink/?linkid=101128). **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information to make the Internet-based services available to you.

- Windows Update Feature. You may connect new hardware to the device where you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
  - compatible online music services in your region;
  - new versions of the player; and
  - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to [www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx](http://www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx).

- Malicious Software Removal. During setup, if you select "Get important updates for installation", the software may check and remove certain malware from your device. "Malware" is malicious software. If the software runs, it will remove the Malware listed and updated at [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830). During a Malware check, a report will be sent to Microsoft with specific information about Malware detected, errors, and other information about your device. This information is used to improve the software and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software's reporting functionality by following the instructions found at [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830). For more information, read the Windows Malicious Software Removal Tool privacy statement at [go.microsoft.com/fwlink/?LinkId=113995](http://go.microsoft.com/fwlink/?LinkId=113995).
- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- Windows Time Service. This service synchronizes with [time.windows.com](http://time.windows.com) once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet protocol. It helps enable end-to-end connectivity often

needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you

- use an application that needs IPv6 connectivity or
- configure your firewall to always enable IPv6 connectivity
- by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".

- Windows Server 2012 Active Directory Rights Management Services. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. For more information, go to [www.microsoft.com/rms](http://www.microsoft.com/rms). You may choose not to use this feature.
- Accelerators. When you use click on or move your mouse over an Accelerator, the title and full web address or URL of the current webpage, as well as standard computer information, and any content you have selected, might be sent to the service provider. If you use an Accelerator provided by Microsoft, the information sent is subject to the Microsoft Online Privacy Statement, which is available at [go.microsoft.com/fwlink/?linkid=31493](http://go.microsoft.com/fwlink/?linkid=31493). If you use an Accelerator provided by a third party, use of the information sent will be subject to the third party's privacy practices.

**b. Use of Information.** Microsoft may use the computer information, Accelerator information, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

**c. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means..

## SQL Server 2012

**INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.