

# MICROSOFT SOFTWARE LICENSE TERMS FOR A VIRTUAL HARD DISK (VHD) IMAGE OF MICROSOFT DYNAMICS AX AND THE MICROSOFT PRODUCTS IDENTIFIED IN EXHIBIT A

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These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. This agreement also apply to any Microsoft

- update,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

Microsoft provides the software to assist developers and independent software vendors in creating their programs or applications for use with Microsoft Dynamics AX cloud ERP service (the “**Microsoft Dynamics Service**”).

**BY INSTALLING, HAVING INSTALLED, DOWNLOADING, HAVING DOWNLOADED, ACCESSING, OR USING THE SOFTWARE, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT INSTALL, HAVE INSTALLED, ACCESS, OR USE THE SOFTWARE. If an individual enters into this agreement on behalf of a legal entity, that individual represents that he or she has the authority to bind that entity to this agreement.**

**AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.**

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**If you comply with this agreement, you have the rights below. This agreement supersedes the terms of any Microsoft software license term agreement that you may encounter in the software or otherwise on the VHD image.** The Exceptions and Additional Terms for Particular Products are included in Exhibit A.

## **1. ACCESS AND USE RIGHTS.**

- a. VHD Formats.** You may use the VHD formats, including Microsoft Virtual PC or Microsoft Virtual Server.
- b. Pre-Release Code.** The software may include code marked as “pre-release”, “preview” or similar designation. You may use the pre-release code only in a development, test, or demo environment for the software. The pre-release code is not for use with the software in a live operating environment. Your use of any pre-release code is governed by the software license terms located here: <http://go.microsoft.com/fwlink/?LinkId=733561>.
- c. Development, Testing, and Demo Use.**

- You may install, copy, and use any number of copies of the software on any number of devices that are owned or controlled by your organization solely to (i) test the software; (ii) design, develop, and test sample programs that you create (“your sample programs”) for the Microsoft Dynamics Service; and (iii) demonstrate and internally evaluate your sample programs with the Microsoft Dynamics Service. **You may not use the software or your sample programs in a live operating environment.**
  - You may modify the source and object form of any model files marked as “sample” and incorporate the modified code into your sample programs.
  - You may upload your sample programs solely to the computer systems where we host the Microsoft Dynamics Service to test, use, demonstrate, and evaluate your sample programs.
  - You may not distribute your sample programs or any model files marked as “sample” or similar designation, or use any of these in a live operating environment.
- d. License Keys.** You may be permitted to access certain features or functionality in the software enabled by a license key (“License Key”) that Microsoft includes in the software. You may use the License Key, but only:
- internally within, and for running, your organization’s business operations, and
  - on your organization’s device(s) on which the Microsoft Dynamics Modern Point of Sale (MPOS) application is installed.
- You may not (i) share the License Key with, or otherwise provide access to the License Key by, any third party; or (ii) install and use any License Key on any device that is not owned or controlled by your organization.
- e. Binary Packages.** The software may produce “Binary Packages” of code with an “.axpackage” extension that incorporates both your sample programs and Microsoft code. You may use such Microsoft code only in the form of the Binary Packages as produced by the software. You may not extract such Microsoft code from the Binary Packages or use such Microsoft code other than in the process of running your sample programs on the Microsoft Dynamics Service.
- f. Icons and Templates.** You may copy icons or templates included in the software and incorporate the copies in your sample programs solely for use with the software and the Microsoft Dynamics Services.
- g. Images.** You may: (i) copy the images and animations (“Images”) included in the software and incorporate the copies in your sample programs for use solely with the Microsoft Dynamics Services; (ii) manipulate, blend, crop or modify the Images to make adjustments to the size, color, brightness or contrast as necessary to optimize your sample programs; and (iii) incorporate such modified Images into your sample programs and use such modified Images solely in the software and the Microsoft Dynamics Service.
- h. Modifications.** Microsoft is not responsible for any problems that result from modifications
- made by or for you or by a third party, or that are caused by third party hardware or software; or
  - caused by any features or services you or any third party include or use with the software or your sample programs, such as features that connect to any third party computer systems over the Internet or any other Internet-based service.

**2. INTERNET-BASED SERVICES.** Microsoft may provide Internet-based services with the software. It may change or cancel them at any time. If Internet-based services are included within the software, they are typically simulated for demo purposes in the VHD image and no transmission over the Internet takes place. However, should the VHD image be configured to transmit over the Internet the following terms apply:

- a. Consent for Internet-Based Services.** The software features described below and in the Windows Server Privacy Highlights connect to Microsoft's or a service provider's 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.
    - Plug and Play and Plug and Play Extensions. You may connect new hardware to your device, either directly or over a network. 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 install it on your device. An administrator can disable this update feature.
    - 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 install 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 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/11/privacy.aspx](http://www.microsoft.com/windows/windowsmedia/player/11/privacy.aspx).

- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. The 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.
- 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 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 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.
  - Search Suggestions Service. When you type a search query in Internet Explorer by using the Instant Search box or by typing a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type it. In addition, when you press Enter or click the Search button, all the text that is in the search box or Address bar is sent to the search provider. If you use a Microsoft search provider, the information you send 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 a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time in Internet Explorer by using Manage Add-ons under the Tools button. For more information about the search suggestions service, see [go.microsoft.com/fwlink/?linkid=128106](http://go.microsoft.com/fwlink/?linkid=128106).
- b. **Use of Information.** Microsoft may use the computer information, Accelerator information, CEIP information, search suggestions 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.
3. **TIME-SENSITIVE SOFTWARE.** The software will stop running on the date indicated in Exhibit A. You will not receive any other notice. You may not be able to access data used with the software when it stops running.
4. **MANDATORY ACTIVATION.** Activation associates the use of the software with a specific device. If you are prompted to activate the software while you are evaluating the software, during activation the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see [www.microsoft.com/piracy/mpa.aspx](http://www.microsoft.com/piracy/mpa.aspx). By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. Unless the software is activated, you have no right to use the software after the time permitted for activation. This is to prevent unlicensed use. You are not permitted to bypass or circumvent activation. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the

software. The software will remind you to activate it until you do.

- 5. UPDATES.** Microsoft may, at any time, in its sole discretion, but is not obligated to, provide bug fixes, updates, enhancements, supplements, or additional features or functionality to the software ("**Updates**"). If Microsoft provides Updates, you will deploy the most current Update within 30 days after the date that Microsoft makes such Update available. You are solely responsible for deploying any Updates and ensuring they work with the software.
- 6. 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 also give to third parties, without charge, any patent rights needed for their products, technologies, and services to use or interface with any specific parts of a Microsoft software or service that requires Microsoft to license its software or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.
- 7. BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework see below.
- 8. 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 [go.microsoft.com/fwlink/?LinkID=66406](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 [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).
- 9. THIRD PARTY MATERIALS.**
  - a. The software includes third party programs or other materials ("Third Party Materials") with separate legal notices or which are governed by other agreements, as described in the ThirdPartyNotices file accompanying the software. Even if such Third Party Material is governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.
  - b. The software contains copyrighted software that is licensed under its original license terms such as the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL). Copies of those licenses are included in the ThirdPartyNotices file. You may obtain a copy of the corresponding GPL or LGPL source code from us for a period of three years after our last shipment of the software, if and as required by the GPL or LGPL, by sending a money order or check for \$5.00 to: The Source Code Compliance Team, Microsoft Corporation, One Microsoft Way, Redmond, WA 98052 USA. Please write the name and version of the source code (e.g., "source code for Chromium v. 31.0.1650.57 for Microsoft Dynamics AX) in the memo line of your payment. You may also find a copy of the source, if and as required under the GPL or LGPL, at <http://3rdpartysource.microsoft.com>.
- 10. SCOPE OF LICENSE.** The software is licensed, not sold. It is licensed as a single piece of software. You may not separate its component parts. 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 solely to the extent: (i) expressly 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;
- use the software's files and components within another operating system or application running on another operating system;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- distribute, rent, lease, or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

**11. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**12. SUPPORT SERVICES.** Microsoft provides support services for the software as described at <https://www.microsoft.com/en-us/dynamics/dynamics-online-support.aspx>. Any such support and maintenance service does not apply to pre-release code included in the software.

**13. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and any support services that you use, are the entire agreement for the software and support services.

**14. APPLICABLE LAW.**

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

**15. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your 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 country if the laws of your country do not permit it to do so.

**16. 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 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.**

**17. 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.

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

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

**EXONÉRATION DE GARANTIE.** Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit local, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.



EXHIBIT A

Microsoft Products included in the Virtual Hard Disk Image  
and  
Exceptions and Additional Terms for Particular Products

<p>Time Sensitive Software. The software will stop running on:</p>	<p>November 30, 2016</p> <p>The VHD image contained in this package are based on an evaluation version of the Windows Server OS. The virtual machines allow for one or more 10-day grace periods along with a 180 day activated evaluation period. In order to begin the 180-day evaluation period you must connect the virtual machine to the Internet and activate it. You need not enter a Windows key in order to activate, it is already imbedded within the evaluation version of Windows Server. After either the grace period or the evaluation period expires, the virtual machine will shut down after 1 hour of continuous operation. If additional grace periods are available, you may restart your grace period by using the slmgr –rearm command. This will reset the grace period for 10 days and then you may connect the virtual machine to the Internet and reactivate it for an additional 180 evaluation period.</p>
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Microsoft Products included in the VHD Image	Exceptions and Additional Terms for Particular Products
MICROSOFT OFFICE 2016 X64	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
MICROSOFT SQL SERVER 2016 RELEASE CANDIDATE (RC)	<ul style="list-style-type: none"> <li>• <b>IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER.</b> If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2016 RC (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.</li> <li>• <b>Other Microsoft Programs.</b> The software also contains other Microsoft Programs, each of which are licensed under the terms and conditions of the respective program’s license located at</li> </ul>

	<p><a href="http://go.microsoft.com/fwlink/?LinkID=398122">http://go.microsoft.com/fwlink/?LinkID=398122</a> &lt;<a href="http://go.microsoft.com/fwlink/?LinkID=298186">http://go.microsoft.com/fwlink/?LinkID=298186</a>&gt;</p> <p>. You may only use these programs in conjunction with the SQL Server software named above and licensed here.</p> <ul style="list-style-type: none"> <li>• <b>Pre-Release Software.</b> This software is a pre-release version. It may not work the way a final version of the software will. We may change it for the final, commercial version. We also may not release a commercial version.</li> <li>• <b>SQL Server Reporting Services Map Report Item.</b> Power View and SQL Reporting Services Map Item may use Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at <a href="http://go.microsoft.com/?linkid=9710837">http://go.microsoft.com/?linkid=9710837</a> and the Bing Maps Privacy Statement available at <a href="http://go.microsoft.com/fwlink/?LinkID=248686">http://go.microsoft.com/fwlink/?LinkID=248686</a>.</li> </ul>
<p>MICROSOFT VISUAL STUDIO ENTERPRISE 2015, VISUAL STUDIO PROFESSIONAL 2015, VISUAL STUDIO TEST PROFESSIONAL 2015 AND TRIAL EDITION</p>	<ul style="list-style-type: none"> <li>• <b>Utilities.</b> The software contains some items on the Utilities List at <a href="http://go.microsoft.com/fwlink/?LinkId=523763&amp;clcid=0x409">http://go.microsoft.com/fwlink/?LinkId=523763&amp;clcid=0x409</a>. You may copy and install those items, if included with the software, on to yours or other third party machines, to debug and deploy your applications and databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access allow machines on which they are installed. As a result, 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 Utilities you install on any machine.</li> <li>• <b>Build Server.</b> The software contains some items on the Build Server List at <a href="http://go.microsoft.com/fwlink/?LinkId=523763&amp;clcid=0x409">http://go.microsoft.com/fwlink/?LinkId=523763&amp;clcid=0x409</a>. You may copy and install those items, if included in the software, onto your build machines. You and others in your organization may use these items on your build machines solely for the purpose of compiling, building, verifying and archiving your applications or running quality or performance tests as part of the build process.</li> <li>• <b>Font Components.</b> While the software is running, you may use its fonts to display and print content. You may only: (i) embed fonts in content as</li> </ul>

permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to help print content.

- **Licenses for Other Components.**

- 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.
- Developer resources. The software includes compilers, languages, runtimes, environments, and other resources. These components may be governed by separate agreements and have their own product support policies. A list of these other components is located at [www.support.microsoft.com/common/internal.aspx](http://www.support.microsoft.com/common/internal.aspx).
- 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. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

- **PACKAGE MANAGERS.** The software includes package managers, like NuGet, that give you the option to download other Microsoft and third party software packages to use with your application. Those packages are under their own licenses, and not this agreement. Microsoft does not distribute, license or provide any warranties for any of the third party packages.

- **DATA.** 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

	<p>help documentation and the privacy statement at <a href="http://go.microsoft.com/fwlink/?LinkId=528096&amp;clcid=0x409">http://go.microsoft.com/fwlink/?LinkId=528096&amp;clcid=0x409</a>. Your use of the software operates as your consent to these practices.</p>
<p>MICROSOFT VISUAL STUDIO 2015 SOFTWARE DEVELOPMENT KIT</p>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<p>MICROSOFT VISUAL STUDIO 2015 ADD-ON's, VISUAL STUDIO SHELLS and C++ REDISTRIBUTABLE</p>	<ul style="list-style-type: none"> <li>• <b>DATA.</b> 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 <a href="http://go.microsoft.com/fwlink/?LinkId=528096&amp;clcid=0x409">http://go.microsoft.com/fwlink/?LinkId=528096&amp;clcid=0x409</a>. Your use of the software operates as your consent to these practices.</li> </ul>
<p>MICROSOFT WINDOWS SERVER 2012 R2</p>	<ul style="list-style-type: none"> <li>• <b>Font Components.</b> While the software is running, you may use its fonts to display and print content. You may only: <ul style="list-style-type: none"> <li>○ embed fonts in content as permitted by the embedding restrictions in the fonts; and</li> <li>○ temporarily download them to a printer or other output device to print content.</li> </ul> </li> <li>• <b>Icons, images, and sound.</b> While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.</li> <li>• <b>VALIDATION.</b> <ul style="list-style-type: none"> <li>a. The software will, from time to time, validate the software and update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see <a href="http://go.microsoft.com/fwlink/?linkid=39157">go.microsoft.com/fwlink/?linkid=39157</a>.</li> <li>b. During a validation check, the software will send information about the software and the device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the</li> </ul> </li> </ul>

information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see [go.microsoft.com/fwlink/?linkid=69500](http://go.microsoft.com/fwlink/?linkid=69500).

c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to:

- Use or continue to use some of the features of the software, or
- obtain certain updates or upgrades from Microsoft.

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see [go.microsoft.com/fwlink/?linkid=69502](http://go.microsoft.com/fwlink/?linkid=69502).

- **DATA STORAGE TECHNOLOGY.** The server software may include 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.

- **NOTICE ABOUT THE H.264/AVC VIDEO STANDARD AND THE VC-1 VIDEO STANDARD.**

This software includes H.264/AVC and VC-1 visual compression technology. MPEG LA, LLC requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC AND THE VC-1 VIDEO 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 H.264/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. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the Video Standard, further information may be obtained from MPEG LA, LLC; see [www.mpegla.com](http://www.mpegla.com).

MICROSOFT WINDOWS SOFTWARE DEVELOPMENT KIT (SDK) FOR WINDOWS 8.1	<ul style="list-style-type: none"><li>• N/A</li></ul>
MICROSOFT AZURE SOFTWARE DEVELOPMENT KIT, AND FOR MICROSOFT AZURE LIBRARIES FOR .NET 2.6	<ul style="list-style-type: none"><li>• N/A</li></ul>
MICROSOFT WINDOWS AZURE STORAGE EMULATOR	<ul style="list-style-type: none"><li>• N/A</li></ul>