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Ty Coon, President of Vice

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- Visual Studio 2005 SDK - 8.0

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1.2 "Integration Code" means the code you develop, using the Software, to integrate Eligible Products with Visual Studio.

1.3 "Microsoft Platforms" means any current and future Microsoft operating system products, Microsoft run-time technologies (such as the .NET Framework), and Microsoft application platforms (such as Microsoft® Office or Microsoft® Dynamics) that we offer during the Term.

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3.1 Eligible Product Rights. The Software contains the following items ("Distributable Code") that you may distribute in conjunction with Eligible Products if you comply with Sections 3.3 and 3.4:

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3.2 Community Rights. You may also distribute separately from your Eligible Products the Integration Code, sample code, and excerpts from documentation in the Software ("Excerpts") if you comply with Section 3.3.

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3.4 Eligible Product Restrictions.

- ◇ Product Information. When technically possible, you will insert your relevant product information into the Visual Studio Help About Box, including your name, Eligible Product name and version, and customer support information. In addition, if the Eligible Product includes any revised or additional help content for Visual Studio, you will clearly identify that revised or additional content as yours.
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6.2 Package Load Keys. If your Eligible Product uses a Visual Studio application programming interface described in the Software documentation, then you must obtain a "package load key" ("PLK") from us for each Eligible Product and include it with that Eligible Product. However, you do not need to obtain a PLK if Team Foundation Server is the only Visual Studio product for which your Eligible Product uses an application programming interface. You are responsible for the use of any PLKs we provide you, and you will not share them with others. We reserve the right to

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withhold or disable PLKs for noncompliance with this agreement.

6.3 No Degrading Visual Studio. You will notify us in writing immediately if you discover that an Eligible Product disables any features or adversely affects any functionality of Visual Studio (a "Breakage"). If we learn or have a reason to suspect a Breakage, we may notify you in writing, at which point you will take commercially reasonable efforts to investigate the problem. You will correct any Breakage to our satisfaction within the earlier of (a) 90 days after your discovery of the Breakage or after our notice, as the case may be; or (ii) the next release of the Eligible Product. Upon our request, you will provide us with a copy of the Eligible Product at no charge so that we may investigate the Breakage.

6.4 Updates for Commercial Products.

- ◆ New Versions or Successors. When we release new versions or successors of Visual Studio, we want our end users to be able to enjoy the enhancements in them. Accordingly, if we commercially release a new version or successor of Visual Studio, and you continue to distribute Eligible Products for a fee or other consideration, then you will make new, updated versions of such Eligible Products available for licensing through your normal distribution channels within 90 days after the date of our release. Such new, updated Eligible Products will include a reasonable level of support for and integration with the new features and functionality in our release. You may also distribute old versions of Eligible Products to those who do not want to use new releases of Eligible Products.
- ◆ Other Updates. If we release any other update for Visual Studio (such as maintenance releases, bug fixes, or service packs), you will distribute updates or service pack releases for Eligible Products no later than 90 days after the date of our release. Each of your updates and service pack releases will include a reasonable level of support for and integration with the new features, bug fixes, and other incremental changes in our release. You may, however, distribute old versions of Eligible Products to those who do not want to use new releases of Eligible Products.

6.5 Code Generation and Optimization Tools. You and your end users may not use any code generation or optimization tools included in the Software or Visual Studio (such as compilers, linkers, assemblers, runtime code generators, or code generating design and modeling tools) to create programs, object code, libraries, assemblies, or executables to run on a platform other than Microsoft Platforms.

11. Feedback. If you give us feedback about the Software, you give us, 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 any Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires us to license our software or documentation to third parties because we include your feedback in them. We may also use any technical information we gather or derive as part of support or other services provided to

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you in connection with this agreement, in order to improve Microsoft products or services, or to provide customized services or technologies to you. We may disclose this information to others, but not in a form that personally identifies you.

12. **YOUR Warranties.** You represent and warrant that (a) you have the right to enter into and perform this agreement; (b) there is no pending or threatened dispute or controversy relating to Eligible Products or Integration Code; (c) Eligible Products and Integration Code comply and will comply with all applicable laws; and (d) Eligible Products and Integration Code do not and will not violate any third party intellectual property or other legal rights.
13. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. 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.
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15. **LIMITATION ON AND Exclusion of REMEDIES AND Damages.** You can recover from us and our suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including lost profits or consequential, special, indirect or incidental damages. This limitation applies to (a) anything related to the Software, services, content (including code) on third party Internet sites, or third party programs; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if we 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.
16. **Indemnity.**

12.1 **Claims.** You will defend us, our affiliates and successors, and the officers, directors, employees, and agents of each ("Microsoft Indemnitees") against any and all claims, threats, actions, suits, demands, or other proceedings brought by others, arising out of or relating to (a) the marketing, distribution, or use of Integration Code, Eligible Products, or modifications or derivative works of the Software made by you or on your behalf, if such claims, etc. would have been avoided by the exclusive use of the unmodified Software; or (b) any facts that, if true, would be a breach of your warranties or obligations in this agreement ("Claims"). You will also indemnify and hold Microsoft Indemnitees harmless from all damages, losses, liabilities, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind attributable to Claims, including reasonable attorneys' and experts' fees.

12.2 **Procedures.** We will promptly notify you of any Claim. We will permit you, through counsel chosen by you and reasonably acceptable to us, to answer and assume the defense of any Claim. We will cooperate with you, at your request and expense, in all reasonable respects in such defense.

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We may also employ separate counsel and participate in the defense at our own expense. You may not settle any Claim on behalf of a Microsoft Indemnitee, or publicize any settlement of a Claim, without first obtaining our written permission, which we will not unreasonably withhold.

17. TERM AND Termination.

13.1 Term. This agreement will become effective on the date you click the "I Accept" button below, and will end on the third-year anniversary of that date, unless terminated earlier ("Term").

13.2 Termination. During the Term, either party may immediately terminate this agreement (a) upon a material breach of this agreement by the other party, including breach of Sections 8 or 14.4 or any infringement of the first party's proprietary rights; (b) if the other party does not cure any other breach of this agreement within 30 days after delivery of written notice of such breach; or (c) if the other party is found bankrupt, admits its inability to pay or ceases to pay debts as they become due, or otherwise can reasonably be considered insolvent.

13.3 Effect. Neither party will be responsible for any costs or damages resulting from its termination of this agreement in accordance with this agreement. Expiration or other termination of this agreement will not affect any external end user licenses you have previously granted in accordance with this agreement. In addition, unless we terminate this agreement for your material breach, you may (a) for a period of 90 days after termination, continue to distribute copies of Eligible Products that are in your inventory or distribution channel as of the effective date of termination; and (b) continue to exercise any rights granted under this agreement as necessary to provide external end users with technical support for copies of Eligible Products licensed to them in accordance with this agreement.

13.4 Return or Destroy. Upon expiration or other termination of this agreement (or, if your rights survive, as in Section 13.3, then after such surviving rights expire), you must return or destroy all full or partial copies of the Software in your possession or under your control within 30 days. At our request, you will certify such return or destruction in writing.

13.5 Survival. All definitions and Sections 7 through 14 will survive expiration or other termination.

18. General.

14.1 Our Relationship. This agreement will not be construed as creating a partnership, joint venture, agency, or franchise relationship or any fiduciary duty. You do not have the power to (a) make any promise or warranty on our behalf; (b) vary any terms, conditions, warranties, or covenants by us; or (c) grant any person any rights that we have not previously authorized in writing.

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14.2 Waivers. No waiver of any breach of any term of this agreement will constitute a waiver of any other breach of the same or other terms. No waiver will be effective unless made in a writing signed by an authorized representative of the waiving party.

14.3 Severability. If a court finds any term of this agreement to be unenforceable, unlawful, or invalid, that term will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue in full force and effect.

14.4 Assignment. You may not assign this agreement, or any rights or obligations herein, without our prior written consent. For purposes of this agreement, an "assignment" by you includes each of: (a) a change in your beneficial ownership of greater than 20% (whether in a single transaction or series of transactions) if you are a partnership, trust, limited liability company, or other like entity; (b) your merger with another party, whether or not you are the surviving entity; (c) the acquisition of more than 20% of any class of your voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); and (d) the sale or other transfer of more than 50% of your assets (whether in one or multiple transactions).

14.5 Governmental Approvals. You will, at your own expense, obtain and maintain in full force and effect all governmental approvals or filings, if any, and comply with all applicable laws and regulations, in connection with your performance under this agreement.

14.6 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>}.

14.7 Applicable Law. If you are based outside of the European Union, this agreement will be governed by the laws of the State of Washington and the United States. Otherwise, this agreement will be governed by the laws of Ireland. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement.

14.8 Dispute Resolution. If we bring an action to enforce this agreement, we will bring it in the jurisdiction where you are based. If you bring an action to enforce this agreement against any Microsoft affiliate located outside of the European Union, you will bring it in the State of Washington, USA. Otherwise, you will bring such action in Ireland. Either party may, however, seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

14.9 Entire Agreement. This agreement, and the terms for pre-release code, supplements, updates, Internet-based services and support services that you use, are the entire agreement for the Software

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Revised Sept. 2006

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- Visual Studio Autogenerated Code - VS2013

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

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 - i. when you have finished debugging your program; or
 - ii. thirty (30) days after installation of the Utilities onto that machine.
- d. **Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

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

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- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
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and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name.

- 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.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

ii. **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.

iii. **Distribution Restrictions.** You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
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- distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies or application platforms;
- 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
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- a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. **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 installed 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 installed 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 installed 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.
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It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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8. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
9. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms:
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