MICROSOFT TERMS OF USE

Microsoft Data Science Virtual Machine

These terms of use are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. They apply to the software named above and described below. The terms also apply to any Microsoft

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

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

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

1. DEFINITIONS.

a. Customer Agreement means the agreement under which you have obtained Microsoft Azure services from Microsoft.

b. Microsoft-Published Image means a virtual machine image made available by Microsoft for use in Microsoft Azure and in which the software is pre-installed.

2. USE RIGHTS.

a. Use within Microsoft Azure. Subject to the terms and conditions of this agreement, Microsoft grants you a limited, non-exclusive, non-transferable right to use the software within virtual machines in Microsoft Azure. You may use the software only in virtual machines in Microsoft Azure deployed from Microsoft-Published Images.

b. Windows Server. If the software includes Windows Server, your right to use the Windows Server component of the software is governed by the terms of your Customer Agreement.

c. ML Server Developer. If the software includes ML Server Developer, your right to use the ML Server Developer component of the software is limited to designing, developing, testing, and demonstrating your programs. You may not use this component of the software on a device or server in a production environment.

d. Visual Studio Community. If the software includes Visual Studio Community, your right to use the Visual Studio Community component of the software is governed by the license terms here:
https://www.visualstudio.com/license-terms/mlt553321/

e. SQL Server Developer Edition. If the software includes SQL Server Developer Edition, your right to use the SQL Server Developer edition component of the software is limited to development, test and demonstration purposes only. SQL Server Developer Edition may not be used in a production
environment or with production data. Any test data that was used for design, development or test purposes must be removed prior to deploying the software for production use (https://go.microsoft.com/fwlink/?linkid=857691).

f. NVIDIA Components. If the software includes NVIDIA CUDA v9.0, CUDA Deep Neural Network Library (cuDNN), Tesla driver(s), NVIDIA Collective Communications Library (NCCL), or TensorRT (collectively â€œNVIDIA Componentsâ€), your right to use the NVIDIA Components of the software is governed by the license terms as follows: for CUDA it is http://developer.download.nvidia.com/compute/cuda/9.0/Prod/docs/sidebar/EULA.pdf, for cuDNN it is http://docs.nvidia.com/deeplearning/sdk/cudnn-sla/index.html, for NVIDIA Tesla driver(s) it is http://www.nvidia.com/content/DriverDownload-March2009/licence.php?lang=us, for NCCL it is http://docs.nvidia.com/deeplearning/sdk/nccl-sla/index.html, and for TensorRT it is http://docs.nvidia.com/deeplearning/sdk/tensorrt-sla/index.html.

g. Third-Party Programs. The software may include one or more third-party programs. If a third-party program is listed in a separate â€œThirdPartyNoticesâ€ file provided by Microsoft, the terms set forth in that file will control. Otherwise, your use of such programs will be governed by the terms embedded or accompanying those programs. In all cases, the disclaimers and limitations on an exclusions of damages below also apply.

4. SCOPE OF RIGHT. 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

- transfer the software to or use the software outside of Microsoft Azure, unless you have obtained such rights apart from this agreement;
  
  - 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;
  - 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;
    - rent, lease, or lend the software; or
    - transfer the software or this agreement to any third party.

4. INTERNET-BASED SERVICES. Microsoft or its licensors may provide Internet-based services in connection with the software. For example, Microsoft or its licensors may configure the software to check occasionally for updates or supplements to the software. Microsoft or its licensors may change or cancel such Internet-based services, if any, at any time. For more information on Microsoft privacy practices, see http://go.microsoft.com/fwlink/p/?linkid=131004&clcid=0x409 and any disclosures within the software user interface, if any.

5. 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 or any direct product thereof. These laws include restrictions on destinations, end users, and end use. For additional information, see www.microsoft.com/exporting.
6. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services, and support services that you use, are the entire agreement for the software and support services, if any.

7. APPLICABLE LAW. This agreement, including any claims for breach of it, will be governed by the laws of the state or country applicable to your Customer Agreement.

8. 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.

9. DISCLAIMER OF WARRANTY. The software is provided â€œas-is.â€ 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 that this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes all implied warranties, including 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.

10. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. For any claim arising in connection with this agreement, you can recover from Microsoft only direct damages up to U.S. $5.00. You cannot recover from Microsoft any other damages, including consequential, special, indirect, punitive, incidental, or damages based on any loss of profits, revenue, data, or data use arising from or relating to the Microsoft Azure platform and the use of the software.

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.