



# GitHub AE Product Specific Terms

The Agreement consists of these GitHub AE Product Specific Terms (which may be updated), the General Terms that Customer accepted, and any additional terms GitHub or its Affiliates present when an order is placed.

## 1. Accounts.

**Account Responsibility.** Customer controls and is responsible for End User accounts and Content.

**Account Security.** Customer is responsible for maintaining the security of its account login credentials.

**Suspension.** GitHub may suspend use of the Online Service during any period of Customer's material breach.

**Access.** GitHub does not access Customer Content unless required for support matters or security purposes.

## 2. Content.

**Ownership of Content.** Customer owns Content it creates and will fully comply with any third-party licenses relating to Content that Customer posts.

**License Grant to GitHub.** Unless Customer Content comes with a separate license granting GitHub the rights it needs to run the Online Service, Customer grants to GitHub the right to use Customer Content and make incidental copies as necessary to provide the Online Service or support, or for security reasons. In addition, GitHub may be compelled by law to disclose Customer Content.

## 3. Additional Products and Features.

Customer's use of Additional Products and Features may be subject to additional terms.

## 4. Non-GitHub Products.

GitHub may make non-GitHub products available through the Online Service. If Customer uses any non-GitHub products with the Online Service, Customer may not do so in any way that would subject GitHub's intellectual property to obligations beyond those expressly included in the Agreement. GitHub assumes no responsibility or liability for any non-GitHub products. Customer's use of non-GitHub products is governed by the terms between Customer and the publisher of the non-GitHub products (if any).

## 5. Support and SLA.

The Online Service includes Support and SLA.

## 6. Data Protection.

The terms of the Data Protection Agreement apply to the Online Service.

## 7. Definitions.

"Additional Products and Features" means additional offerings and features that GitHub may make available as listed on [github.com/additional-products-and-features-terms](https://github.com/additional-products-and-features-terms).

"Content" means text, data, software, images and any other materials that are displayed or otherwise made available through the Online Service.

"Customer Content" means Content that Customer creates, owns, or to which Customer holds the rights.

"Data Protection Agreement" means, when purchasing from GitHub, the GitHub Data Protection Agreement and when purchasing from Microsoft, the GitHub Addendum to Microsoft Data Protection Addendum; both available at [github.com/enterprise-legal](https://github.com/enterprise-legal).

"Digital Millennium Copyright Act (DMCA) Takedown Policy" means GitHub's process for handling notices of copyright infringement, available at [github.com/site-policy](https://github.com/site-policy).



“End User” means any person or machine account that Customer permits to use a Product or access Customer Content.

“General Terms” means Customer’s accepted GitHub General Terms or Microsoft equivalent, such as the Microsoft Enterprise Agreement.

“Online Service” means the GitHub-hosted service to which Customer subscribes under this Agreement.

“SLA” means GitHub Online Services SLA, available at [github.com/enterprise-legal](https://github.com/enterprise-legal), which specifies the minimum service level for the Online Services.

“Support” means GitHub Engineering Direct as described at [github.com/support-enterprise](https://github.com/support-enterprise).