



GitHub Enterprise Cloud Product Specific Terms

The Agreement consists of these Product Specific Terms for GitHub Enterprise Cloud, combined with your main agreement with us – the GitHub Customer Agreement’s General Terms, or the GitHub Corporate Terms of Service or similar legacy agreement, plus any additional terms GitHub or its Affiliates present when an order is placed. This combined document is the “Agreement.”

If you purchase GitHub under a Microsoft agreement, this document does not apply to you. Your use of GitHub Enterprise Cloud is instead governed by your Microsoft Product Terms, including the Microsoft Product Terms for GitHub Offerings.

1. Accounts.

- A. **Account responsibility.** Customer controls and is responsible for any Organization created on Customer’s behalf and all Content created or made available in its Organization(s). GitHub is not responsible for any public display or misuse of user-generated content.
- B. **Account security.** Customer is responsible for access to its Private Repositories and maintaining the security of its account login credentials.
- C. **Use policies.** Customer’s End Users must comply with the Acceptable Use Policies.
- D. **Suspension.** GitHub may suspend use of Online Services without terminating this Agreement during any period of Customer’s material breach.
- E. **Access.** GitHub does not access Customer Content unless required for support matters or security purposes.
- F. **DMCA.** GitHub has a Digital Millennium Copyright Act (DMCA) Takedown Policy which applies to claims of copyright infringement.

2. Content.

- A. **Ownership of Content.** Customer owns Content it creates and will fully comply with any third-party licenses relating to Content that Customer posts.
- B. **License grant to External End Users.** Customer grants to External End Users a nonexclusive, worldwide license to use Customer Content of its Public Repositories, as permitted by the functionality of the Products. The license is granted for as long as the Customer Content is available in the Online Services. If separate license terms apply to Customer Content, Customer will ensure that they grant at least these permissions to External End Users.
- C. **License grant to GitHub.** Unless Customer Content comes with a separate license granting GitHub the rights it needs to run the Online Services, Customer grants to GitHub the right to use Customer Content and make incidental copies as necessary to provide the Online Services or support, or for security reasons. These rights apply to both Public and Private Repositories.
- D. **Contributions Under Repository License.** Unless otherwise specifically agreed (for example in a contributor license agreement), whenever Customer adds Content to a repository, it licenses such Content under the same terms as the license for that repository.

3. Other Products and Features.

Customer’s use of other products and features may be subject to the GitHub Terms for Additional Products and Features or other Product Specific Terms.



4. Non-GitHub Products.

GitHub may make non-GitHub products available through the Online Services. If Customer uses any non-GitHub products with the Online Services, 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 any applicable terms between Customer and the publisher of the non-GitHub products.

5. Support and SLA.

The Online Services includes Support and SLA.

6. Data Protection.

The terms of the Data Protection Agreement and the GitHub Privacy Statement apply to the Online Service. Any person, entity, or service collecting data from the Online Service must comply with the GitHub Privacy Statement.

7. Enterprise Managed Users.

If you use GitHub Enterprise Cloud with the "Enterprise Managed Users" feature, the portions of these terms that relate to Public Repositories do not apply to you.

8. Definitions.

"Acceptable Use Policies" means the GitHub Acceptable Use Policies available at gh.io/aup.

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

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

"Data Protection Agreement" means the GitHub Data Protection Agreement available at gh.io/dpa.

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

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

"Enterprise Managed Users" means the product functionality in GitHub Enterprise where the Customer manages the lifecycle and authentication of Customer's End Users.

"External End User" means an individual, not including Customer's End Users, who visits or uses the Online Services.

"General Terms" means Customer's accepted GitHub General Terms or Microsoft equivalent, such as the Microsoft Business and Services Agreement.

"GitHub Terms for Additional Products and Features" means the terms for other products and features available at github.com/additional-products-and-features-terms.

"Microsoft Product Terms for GitHub Offerings" means the terms available at aka.ms/GHterms.

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

"Organization" means a shared workspace that may be associated with a single entity/Customer or with one or more End Users where multiple End Users can collaborate across many projects at once. An End User can be a member of more than one Organization.

"Previews" means Products provided for preview, evaluation, demonstration or trial purposes, or pre-release versions of the Products.



“Privacy Statement” means the document describing GitHub’s processing of Customer’s personal data, available at gh.io/privacy.

“Private Repository” means a repository which allows a Customer or an End User to control access to Content.

“Product” means all Software, Online Services and Additional products that GitHub offers, including Previews, updates, patches, bug fixes and support provided by GitHub.

“Product Specific Terms” means the terms for specific Products available at gh.io/terms.

“Public Repository” means a repository where Content is visible to all End Users, including External End Users.

“SLA” means GitHub Online Services SLA, available at github.com/customer-terms, which specifies the minimum service level for the Online Services.

“Support” means GitHub’s support programs described at gh.io/about-support.