



GitHub Generative AI Services Terms

Your agreement consists of this terms module for GitHub Generative AI Services, combined with your main volume licensing agreement with us – the GitHub Customer Agreement’s General Terms, or the GitHub Corporate Terms of Service or similar legacy agreement. This combined document is the “Agreement.”

By using Generative AI Services, you agree to the General Terms unless you and GitHub already have another Agreement in place, and you agree to the Data Protection Agreement unless your Agreement with GitHub includes a different data protection agreement.

Capitalized terms not defined in this document have the meanings given to them in the Agreement.

1. Applicability.

- A. Generally.** This document applies to your use of GitHub’s Generative AI Services, when purchased directly from GitHub under a volume licensing agreement.
- B. Personal Customers.** If you do not purchase GitHub under a volume licensing agreement, this document does not apply to you. Your use of GitHub is instead governed by the GitHub Terms of Service, including the GitHub Terms for Additional Products and Features.
- C. Microsoft Customers.** If you purchase GitHub through Microsoft, this document does not apply to you. Your use of Generative AI Services is instead governed by your Microsoft agreement’s Product Terms, including its Microsoft Product Terms for GitHub Offerings.
- D. Earlier Terms Replaced.** This document replaces the Product Specific Terms for all Generative AI Services that were in effect before 5 March 2026.

2. Ownership of Data.

GitHub does not own Inputs or Outputs. You retain any ownership you already have in your Inputs.

3. Use of Data for Model Training.

GitHub will not use Inputs or Outputs to train generative AI models, unless you have given us documented instructions to do so.

4. Defense of Third Party Claims.

If your Agreement provides for the defense of third party claims, that provision will apply to your use of Generative AI Services, including to Outputs.

5. Acceptable Use and Shared Responsibility.

- A. Acceptable Use.** Your use of Generative AI Services is subject to the Acceptable Use Policies, the AI Code of Conduct, and the Required Mitigations. For example, you may not input content that is unlawful or otherwise prohibited by the Acceptable Use Policies, and you may not use Generative AI Services to generate Outputs whose use you know (or reasonably should know) would be unlawful or would infringe on the rights of others.
- B. Shared Responsibility.** Code samples, instructions, and templates that GitHub makes available for use with Generative AI Services are intended to assist you in accelerating your development of applications or agents for specific purposes. While GitHub is responsible for our commitments in this document, you are solely responsible for any application or agent you create using (or for use with) Generative AI Services, including complying with any legal, regulatory, or licensing requirements applicable to the resulting application or agent or its use.



6. Data Handling.

Some Generative AI Services retain Inputs and Outputs to provide the service, such as maintaining functionality in stateless environments outside the code editor. Details on data retention are provided in the product documentation for each Generative AI Service.

7. Optional Pre-Release Products.

GitHub's Generative AI Services are under active development. From time to time, GitHub may allow you to opt in to experimental functionality or to preview experimental features or services that are not generally available. If you choose to participate in such a preview, your use of the pre-release feature or services will not be governed by this document and will instead be governed by GitHub's Pre-Release License Terms.

8. Third Party Products.

- A. Generally.** GitHub may make products available to you through our services, such as through the GitHub Marketplace, that were not created by us or by Microsoft. If you install or use any of these third-party products, you do so at your own risk. You are solely responsible for any non-GitHub product that you install or use, and your use of any non-GitHub product will be governed by the license, service, and/or privacy terms between you and the publisher of the product (if any). GitHub does not assume any liability or responsibility for your use of non-GitHub products, including your use of third-party agent templates and code samples.
- B. GitHub-integrated Components.** This section does not apply to third party products that GitHub has directly incorporated into a Generative AI Service, such as large language models made accessible by GitHub through a service's controls.

9. Definitions.

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

"AI Code of Conduct" means the Microsoft Enterprise AI Services Code of Conduct at aka.ms/AIcode.

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

"General Terms" means the GitHub Customer Agreement's General Terms at gh.io/terms.

"Generative AI Service" means a GitHub service or feature that uses generative artificial intelligence technologies to generate Outputs.

"Input" means the data that you provide to a Generative AI Service. In product documentation, Inputs may also be identified as "Prompts."

"Output" means the code, functions, and other output returned to you by a Generative AI Service. In product documentation, Outputs may also be identified as "Responses" or "Suggestions."

"Pre-Release License Terms" means the GitHub Pre-Release License Terms at gh.io/preview-terms.

"Required Mitigations" means the Microsoft Customer Copyright Commitment Required Mitigations at aka.ms/AIfilters.

"Terms of Services" means the standard GitHub Terms of Services at gh.io/tos.