



GitHub Enterprise Cloud Product Specific Terms

The Agreement consists of these Product Specific Terms for GitHub Enterprise Cloud (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 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.

Account security. Customer is responsible for access to its Private Repositories and maintaining the security of its account login credentials.

Use policies. Customer's End Users must comply with the Acceptable Use Policy.

Suspension. GitHub may suspend use of Online Services without terminating this Agreement during any period of Customer's material breach.

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

DMCA. GitHub has a Digital Millennium Copyright Act (DMCA) Takedown Policy which applies to claims of copyright infringement.

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 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.

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.

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 for that repository.

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 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 the terms between Customer and the publisher of the non-GitHub products (if any).

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. 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.

“Acceptable Use Policy” means the Acceptable Use Policy available on github.com/site-policy.

“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, 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.

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

“External End User” means an individual, not including Customer’s End Users, who visit or use the Online Services.

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

“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.

“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 github.com/site-policy.

“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.

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

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

“Support” means GitHub’s support programs described on github.com/support-enterprise.