GITHUB INDIRECT CHANNEL PARTNER AGREEMENT

This GitHub Indirect Channel Partner Agreement (the "Agreement") between GitHub, Inc., a Delaware corporation, having its principal place of business at 88 Colin P. Kelly Jr. Street, San Francisco, California, 94107 ("GitHub"), and [company] ("Channel Partner" or "You"), a corporation having its principal place of business at [insert company address] is entered into as of the date of last signature below (the "Effective Date").

The following exhibits are incorporated into this Agreement

Exhibit A: End Customer Agreements

The Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

[Company]	**GitHub, Inc.**
("Channel Partner")	**("GitHub")**
Authorized Signature	Authorized Signature
Print Name	Print Name
Title	Title
Date	Date

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CHANNEL PARTNER AGREEMENT

TERMS AND CONDITIONS

1.   **DEFINITIONS**

1.   ***Channel Account Manager*** or ***CAM*** means the GitHub contact responsible for managing GitHub's relationship with Channel Partner.

2.   ***Content*** means content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website or otherwise available through the Service.   Content also includes the Service.   "User-Generated Content" is Content, written or otherwise, created or uploaded by our Users.   "Paid Content" is Content only available to Users who are participating in a payment plan, including private repositories.

3.   ***Documentation*** means any manuals, documentation, user guides and other supporting materials related to the Software that we generally provide to our customers.   Documentation is considered part of the Software and the Service.

4.   ***End Customer*** means the final purchaser or licensee that: (i) has acquired Products or Services for its own Internal Use and not for resale, including any of the activities defined as Resale below, and (ii) is identified as such purchaser or licensee by Channel Partner in the Purchase Order issued to GitHub.

5.   ***GitHub.com*** means GitHub's hosted platform located at www.github.com and may also be referred to herein as "the Service."

6.   ***GitHub Branded*** means Product or Service bearing a trademark or service mark of GitHub, Inc. or any GitHub Affiliate.

7.   ***GitHub Enterprise*** means a solution comprised of on-premise Software ("GitHub Enterprise Server") and The Service ("GitHub Enterprise Cloud") sold by GitHub.

8.   ***GitHub Reseller*** means an entity authorized by GitHub to Resell GitHub Products or Professional Services.

9.   ***Internal Use*** means any use of a Product or Services for the Channel Partner's developer community.

10.   ***Non-Genuine Products*** means any and all products: (i) to which a Mark or other GitHub trademark or service mark has been affixed without GitHub's consent; (ii) are produced with the intent to counterfeit or imitate a genuine GitHub Product; or (iii) whose form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier has been removed, altered, or destroyed.

11.   ***Products*** means, individually or collectively as appropriate, Software and Documentation listed on the then-current Price List.

12.   ***Purchase Order*** **or** ***Order Form*** means a written or electronic order issued by Channel Partner to GitHub for Products or Services to be purchased, licensed or provided under this Agreement.

13.   ***Resale*** or ***Resell*** means any of the following sales or dispositions of a Product or Service:

13.1. transfer of a non-exclusive, non-transferable license conferring the right to use the GitHub Enterprise Server Product during the Subscription Term; or

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13.2. transfer of a non-exclusive, non-transferable right to access and use the Service during Subscription Term;

13.3. The term "Resale" will include the right for Channel Partner to distribute GitHub Enterprise, GitHub Enterprise Server, GitHub Enterprise Cloud, or Professional Services to Resellers as well as to End Customers if Channel Partner agrees to the Distributor Program Terms and Conditions;

13.4. The words "Reseller" means a person or entity engaged in Resale.

14. ***Service*** or ***Services*** means the applications, software, products, and services provided by GitHub via the login link at https://github.com and/or other content, services and additional products provided by GitHub at or through the website. The Service includes updates and upgrades but does not include maintenance.

15. ***Software*** means GitHub Enterprise Server on-premises software. Software includes the GitHub Connect feature, any applicable Documentation, any Updates to the Software that GitHub provides to Customer or that it can access under this Agreement, and, if included in Customer's subscription, Add-On Software. ***Add-On Software*** means Advanced Security and other additional Software add-on products that GitHub may offer from time to time.

16. ***Statement of Work*** or ***SOW*** means a mutually executed statement of work detailing the Services GitHub will perform for you, their price, and your related obligations (if any).

17. ***Subscription License*** means the license assigned to each User to install, operate, access, and use the Products on End Customer's behalf. End Customer may only assign one Subscription License per User across its GitHub Enterprise Server instances and GitHub Enterprise Cloud Organizations. Each User will have access to as many of End Customer's Enterprise Server instances or Enterprise Cloud Organizations, as End Customer permits. For clarity, however, once End Customer assigns a Subscription License to a User, End Customer will not be authorized to bifurcate the Subscription License so that one User can use a Subscription License on Enterprise Server while another User uses the same Subscription License on another instance of GitHub Enterprise Server or on an Organization on GitHub Enterprise Cloud.

18. ***Subscription Term*** means the term during which an End Customer has access to a subscription for GitHub Enterprise sold by Channel Partner.

19. ***Territory*** means the region(s) in which Partner is authorized to resell GitHub Product or Services and is designated as: [insert region here]

20. ***Unauthorized GitHub Product*** means any genuine GitHub Product or GitHub Services that Channel Partner purchases or acquires from, either directly or indirectly, any party other than GitHub or sells to any party other than an End Customer. Unauthorized GitHub Products do not include Non-Genuine Products.

21. An ***Update*** means a release that GitHub makes generally available to our customers, along with any corresponding changes to Documentation to the Software or Services. An Update may be an error correction or bug fix, generally indicated by a change in the digit to the right of the second decimal point (e.g., a change from version x.x.x to x.x.y); or it may be an enhancement, new feature, or new functionality, generally indicated by a change in the digit to the right of the first decimal point (e.g., x.x.x to x.y.x) or to the left of the first decimal point (e.g., x.x.x to y.x.x).

22. A ***User*** means a single person or machine account that initiates the execution of the Software and/ or interacts with or directs the Software in the performance of its functions or an individual who is authorized to use the Service during the subscription term who have been supplied user identifications and passwords by Reseller (or by GitHub at Reseller's request). Users may include but are not limited to End Customer's employees, consultants, contractors and agents, and third parties with which End Customers transact business. The number of Users shouldn't exceed the number of Subscription Licenses you've licensed from us or who have been provided access to the Hosted Service.

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2. SCOPE

2.1.   This Agreement sets forth the terms and conditions for Channel Partner's purchase or license of Products, the Service, and Professional Services during the term of this Agreement from an authorized GitHub Distributor or GitHub Reseller. GitHub authorizes Channel Partner to purchase and/or license Products, Professional Services and allow access to the Service solely to Resell such Products, Professional Services, and the Service exclusively as permitted in this Section 2.

    2.1.1.   Notwithstanding the foregoing, GitHub hereby grants Channel Partner an annual license for up to five (5) Subscription Licenses of GitHub Enterprise Server solely for evaluation and demonstration purposes. The license will be provided free of charge, and Channel Partner's use will be subject to all of the rights and restrictions provided for in the terms and conditions of the End Customer Subscription Agreement, attached hereto as Exhibit A.

2.2.   Resale. Subject to the terms and conditions of this Agreement, GitHub grants Channel Partner a non-exclusive, non-transferable right to Resell, as defined herein, Products, Professional Services and The Service directly to End Customers or authorized GitHub Resellers in the Territory.

2.3.   No Resale Outside the Territory. Channel Partner will not solicit Product, Professional Services or Service orders, engage salespersons, promote, market, or Resell the Products, Professional Services, or the Service, or establish warehouses or other distribution centers outside of the Territory unless expressly authorized by GitHub in writing in advance.

2.4.   Resale to Government End Customers. Channel Partner is not authorized by these Terms and Conditions to resell Products, Services or The Service to the United States Federal Government.

2.5.   Unauthorized GitHub Products.

    2.5.1. Channel Partner acknowledges that the purchase and Resale of Non-Genuine or Unauthorized GitHub Products are not within the scope of this Agreement and Channel Partner is not entitled to the rights granted herein with respect to the resale of such Non-Genuine or Unauthorized GitHub Products.

    2.5.2. GitHub reserves the right to withhold any GitHub warranty or technical support on any Unauthorized GitHub Products.

3. PRICES

List Prices for Products, Services and the Service are available at https://github.com/pricing.   For discounting information please contact your Channel Account Manager.

4. PROPRIETARY RIGHTS

4.1.   GitHub Enterprise Server. Subject to Exhibit A (GitHub's End Customer Subscription Agreement ("ECSA") or End Customer Server License Agreement ("ECSLA") as applicable, GitHub grants to Channel Partner a non-exclusive, non-assignable, non-transferable license to market and Resell GitHub Enterprise and GitHub Enterprise Server and related Documentation in the Territory during the term of this Agreement or Order, solely as permitted by Section 2 (Scope) and this Section 4 (Proprietary Rights) of this Agreement. Any Resale to any person or entity other than as expressly permitted by Section 2 (Scope) is expressly prohibited. Channel Partner may not sublicense, to any person or entity, any rights to distribute GitHub Enterprise or GitHub Enterprise Server.

    4.1.1.   Channel Partner will obtain each End Customer's signature on the GitHub ECSA or ECSLA, as applicable and/or will ensure that each End Customer otherwise accepts the terms of the GitHub ECSA or ECSLA, as applicable in writing prior to provisioning GitHub Enterprise. Channel Partner will provide evidence of each End Customer's acceptance of the GitHub ECSA or ECSLA, as applicable, following written request by GitHub. Channel Partner will notify GitHub promptly of any breach or suspected breach

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of the GitHub ECSA or ECSLA, as applicable or third party license and further agrees that it will, at GitHub's request, assist GitHub in efforts to preserve GitHub's intellectual property rights including pursuing an action against any breaching third parties.

5. LIMITED WARRANTY

<u>Products and Services</u>. The warranties for GitHub Enterprise, GitHub Enterprise Server, GitHub Enterprise Cloud, and Professional Services are provided in the applicable End Customer Agreement listed in ==Exhibit A==. Channel Partner will pass through to End Customers all written limited warranties provided by GitHub with GitHub Enterprise, GitHub Enterprise Server, GitHub Enterprise Cloud, and Professional Services purchased by Channel Partner.

6. TRADEMARK USAGE

6.1. Channel Partner's use of the name, logo, trademarks, and other marks of GitHub (collectively, the "Marks") will be in accordance with GitHub's policies including, but not limited to trademark usage and advertising policies, and be subject to GitHub's prior written approval. Channel Partner further agrees not to affix any Marks to products other than genuine GitHub-Branded Products. All use of the Marks must inure to GitHub's benefit.

6.2. Channel Partner will have no claim or right in the Marks, including but not limited to trademarks, service marks, or trade names owned, used or claimed now or which GitHub has authority to grant Channel Partner the right to use in the future. Channel Partner will not make any claim to the GitHub Marks or lodge any filings with respect to such Marks or marks confusingly similar to the Marks, whether on behalf of GitHub or in its own name or interest, without the prior written consent of GitHub. Channel Partner will promptly upon request of GitHub discontinue its use of any Mark and may terminate this Agreement by notice with immediate effect.

7. CONFIDENTIALITY

Confidentiality under this Agreement will be governed by the terms and conditions of the mutual Non-Disclosure Agreement executed between the Parties on [insert date] ("NDA").

8. TERM AND TERMINATION

8.1. Term. This Agreement will commence on the Effective Date for a period of two (2) years, unless extended by written agreement (including an electronically accepted agreement) of both Parties or sooner terminated as set forth below. GitHub may, by written notice to Channel Partner, given at least thirty (30) days prior to the end of the then-current term of the Agreement, extend the term of the Agreement for the period set forth in such notice. Notwithstanding GitHub's right to extend the term of this Agreement, each Party acknowledges that this Agreement will always be interpreted as being limited in duration to a definite term and that the other Party has made no commitments whatsoever regarding the duration or renewal of this Agreement beyond those expressly stated herein.

8.2. Termination for Convenience. Either Party may terminate this Agreement at any time by providing the other Party with at least thirty (30) days' prior written notice of termination.

8.3. Termination for Breach. GitHub can terminate this Agreement immediately upon 30 days' notice to Channel Partner if Channel Partner materially breaches any part of it. Notwithstanding the foregoing, GitHub reserves the right to terminate this Agreement immediately upon written notice to Channel Partner if Channel Partner breaches any of the terms of this Agreement relating to our intellectual property (including compliance with the license grant and any license restrictions) or our Confidential Information (defined above).

8.4. Effect of Termination on Purchases for Resale. Upon termination or expiration of this Agreement, (a) GitHub reserves the right to cease all further delivery of the Products or Professional Services, (b) all rights and licenses of Channel Partner under this Agreement will terminate, and (c) Channel

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Partner will no longer identify itself or hold itself out as being an authorized Reseller of Products except for the limited purpose described in the following sentence.

8.5.   Upon termination or expiration of this Agreement, Channel Partner will immediately return to GitHub all Confidential Information (including all copies thereof) then in Channel Partner's possession, custody or control.

9.   RECORDS

Channel Partner will keep full, true, and accurate records and accounts, in accordance with generally-accepted accounting principles, of each subscription to GitHub Enterprise, GitHub Enterprise Server, GitHub Enterprise Cloud, or Professional Services purchased and deployed, Resold, or distributed by serial number, including information regarding compliance with GitHub marketing and sales programs, Software usage, and export or transfer.   Channel Partner will make these records available for audit by or on behalf of GitHub upon seven days' prior written notice, during regular business hours, at Channel Partner's principal place of business or such other of Channel Partner's locations where Channel Partner may maintain relevant records. In the event GitHub requires information from an End Customer to which Channel Partner asserts it has Resold GitHub Enterprise, GitHub Enterprise Server, GitHub Enterprise Cloud, or Professional Services, Channel Partner agrees to use all reasonable efforts to assist GitHub to obtain such information.

10.   EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS

GitHub Enterprise, GitHub Enterprise Server, GitHub Enterprise Cloud, and Professional Services are subject to U.S. and local export control laws and regulations. The Parties **will** comply with such laws and regulations governing use, export, re-export and transfer of GitHub Enterprise, GitHub Enterprise Server, GitHub Enterprise Cloud, and Professional Services and will obtain all required U.S. and local authorizations, permits or licenses. The export obligations under this clause **will** survive the expiration or termination of this Agreement.

11.   COMPLIANCE WITH LAWS, INCLUDING ANTI-CORRUPTION LAWS

GitHub expects and requires that all of its Channel Partners, consultants, agents and other parties with whom GitHub does business ("**GitHub Partners**"), act at all times in a professional and ethical manner in carrying out their services and contractual obligations to GitHub, or on GitHub's behalf to a GitHub customer or other third party. To that end, all GitHub Partners will:

(i)   Comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies and procedures, including, but not limited to, anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act, as well as the GitHub Anti-Bribery Statement (https://help.github.com/articles/github-anti-bribery-statement) and laws related to modern slavery, human trafficking, and child labor, as well as the GitHub Statement Against Modern Slavery and Child Labor (https://help.github.com/articles/github-statement-against-modern-slavery-and-child-labor/) ("**Applicable Laws**"). GitHub Channel Partners can find more information about the FCPA at the following URL: http://www.usdoj.gov/criminal/fraud/fcpa/.

(ii)   Not take any action or permit the taking of any action by a supplier or third party, which may render GitHub liable for a violation of Applicable Laws, including, but not limited to the FCPA.

(iii) Not use any money or other consideration paid by GitHub for any unlawful purposes, including any purposes violating the FCPA or other Applicable Laws, such as direct or indirect payments, for the purpose of assisting GitHub in obtaining or retaining business, to any of the following:

(1)   Government officials (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business);

(2)   Political parties or party officials;

(3)   Candidates for political office; or

(4)   Any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to any of the above-identified persons or organizations.

(iv)   Upon request, GitHub's Partners may be required to have their own subcontractors, consultants, agents or representatives execute a similar written anti-corruption compliance statement, and to confirm to GitHub that such action has been taken.

(v)   The record-keeping, audit and other related terms and obligations, as set forth in Channel Partners' agreement(s) with GitHub, will equally apply to their compliance with this policy.

(vi)   In no event will GitHub be obligated under any supplier or third party agreement to take any action or omit to take any action that GitHub believes, in good faith, would cause it to be in violation of the FCPA or other Applicable Laws.

(vii) GitHub retains the right to suspend or terminate any GitHub Channel Partner agreement immediately upon written notice if GitHub believes, in good faith, that such GitHub Channel Partner has breached any elements of this policy, or if the Channel Partner makes a false or fraudulent statement, representation or warranty while carrying out their contractual obligations.

(viii) **GitHub's Channel Partners will immediately report to GitHub any concerns it may have regarding any business practices by any GitHub employee or GitHub Channel Partner by emailing legal@github.com.**

12. LIMITATION OF LIABILITY

12.1.   NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE PARTNER'S LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION; ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW; OR CHANNEL PARTNER'S BREACH OF SECTION 4 (PROPRIETARY RIGHTS).

12.2.   SUBJECT TO SECTION 12.1 ABOVE AND SECTION 12.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY IS LIMITED TO THE MONEY PAID OR PAYABLE TO GITHUB UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCES THAT FIRST GAVE RISE TO SUCH LIABILITY.

12.3.   WAIVER OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GITHUB BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT GITHUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.4.   REFERENCES IN THIS SECTION 12 TO (A) A "**PARTY**" INCLUDES A PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS AND (B) "**LIABILITY**" INCLUDES LIABILITY ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY INDEMNITY, STRICT LIABILITY OR OTHERWISE, IN EACH CASE EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF THAT LIABILITY.

13. GENERAL

13.1.   Choice of Law. The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law, and the state

and federal courts of California will have exclusive jurisdiction over any claim arising under this Agreement. The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

13.2. <u>No Waiver</u>. The waiver by either Party of any right provided under this Agreement will not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

13.3. <u>Assignment</u>. Neither this Agreement nor any rights or obligations under this Agreement will be assigned by a Party without the other's prior written consent, which will not be unreasonably withheld or delayed. Any attempted assignment will be void and of no effect. Notwithstanding the foregoing, the Parties may assign this Agreement and any right or obligation under it without the other's approval, to any Affiliate. Notwithstanding the foregoing, GitHub may assign upon notice but without Partners consent (change of control).

13.4. <u>Severability</u>. In the event that part of or one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such part or term will be null and void and will be deemed deleted from this Agreement. All remaining terms of this Agreement will remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice with immediate effect to the other.

13.5. <u>Attorneys' Fees</u>. In any suit or proceeding relating to this Agreement, the prevailing Party will have the right to recover from the other its costs, fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and will survive expiration or termination and will not be merged into any such judgment.

13.6. <u>No Agency</u>. This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either Party will be or become, or will be deemed to be or become, an employee of the other Party by virtue of the existence or implementation of this Agreement. Each Party hereto is an independent contractor. Neither Party will assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever.

13.7. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Agreement may be modified only by a written document executed by the Parties hereto.

13.8. <u>Survival</u>. The following sections will survive the expiration or earlier termination of this Agreement: Sections 2 (Scope), 4 (Proprietary Rights) 5 (Limited Warranty), 6 (Trademark Usage), 7 (Confidentiality), 8 (Term and Termination), 9 (Records), 10 (Export, Re-Export, Transfer and Use Controls), 11 (Compliance with Laws), 12 (Limitation of Liability), 13 (General), the license to use the Software set out in Exhibit A (End Customer Server License Agreement or End Customer Subscription Agreement, as applicable) (subject to the termination provisions set forth in such End Customer Agreement), and the subscription to access the Service set forth in Exhibit X (the Corporate Terms of Service) (subject to the termination provisions set forth in such Corporate Terms of Service).

13.9. <u>Counterparts</u>. This Agreement may be executed in two counterparts, each of which will be deemed an original and together which will constitute one and the same instrument. A validly executed counterpart that is delivered by one Party to the other via electronic transmission (a "Counterpart Image") will be valid and binding to the same extent as one delivered physically, provided that the

valid signature is clearly visible in the Counterpart Image. In the event that a Party delivers a Counterpart Image in place of an originally-executed counterpart, such Party will retain the originally-executed counterpart in its files for at least the duration of the Term hereof.

14. **NOTICES**

Any notice, request, demand or other communication required or permitted under this Agreement should be in writing (e-mail counts), should reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) upon confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt; or (iv) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt. Notices should be sent to the address(es) set forth in the opening paragraph of this Agreement, unless we notify each other that those addresses have changed.

EXHIBIT A

END CUSTOMER AGREEMENTS

The End Customer Subscription Agreement is available at:

https://help.github.com/articles/github-enterprise-subscription-agreement/

The End Customer License Agreement is available at:

https://help.github.com/articles/github-enterprise-server-license-agreement/

The Corporate Terms of Service is available at:

https://help.github.com/articles/github-corporate-terms-of-service/

To create an account: https://github.com/organizations/new