



Additional License Authorizations for HPE AI Essentials Software

Overview

HPE AI Essentials Software is part of the HPE Private Cloud AI software and data foundation layer that provides a ready-to-run set of AI and open-source tools to build end-to-end GenAI solutions. The HPE AI Essentials Software term is tied to the HPE Private Cloud AI hardware subscription—it is not sold as a standalone product.

HPE AI Essentials Software Additional License Authorizations

Series name	E-LTU Available*	Use Category*
HPE AI Essentials Software	Yes	Production available

* Any product sold as E-LTU shall be delivered electronically regardless of any contrary designation in purchase order.

Product License	License Type	License Terms
HPE AI Essentials Software	Term License	Each license entitles the Licensee to use the HPE AI Essentials Software for one (1) GPU during a period of 1 year, 3 years, or 5 years.

Additional Licensing Terms

1. All subscriptions are non-cancellable and non-transferrable between separate HPE Private Cloud AI units or contracts.
2. Interfering or disabling any software designed to allow HPE to monitor consumption may be a material breach of this license. HPE may retain this information in perpetuity.
3. You shall install and use the software only as authorized in the applicable agreement and only as a complete product and may not use portions of such software on a standalone basis, separate from the complete software unless expressly authorized in the Supporting Documents, specifications, or an applicable agreement.
4. Software may contain Open Source and/or third-party software and associated specifications that are confidential to, and trade secrets of, such parties. You will not take any action other than to use it as authorized under the agreement as part of the software products and will not disclose it to third parties. A list of any third-party and/or Open-Source-related licensing terms are provided as part of the HPE Data Fabric install repository. To download a spreadsheet listing the third-party components in HPE AI Essentials Software in Microsoft Excel format (.xlsx), [click Third-Party Licenses](#).
5. Licensee-provided Data. Licensee is solely responsible for the content created or placed into a Licensor system during Licensee's access or use of Software. ("Licensee-provided Data"). As between Licensor and Licensee, Licensee is and will remain the sole and exclusive owner of all right, title, and interest in and to all Licensee-provided Data. Licensee hereby provides to Licensor all necessary rights to Licensee-provided Data to enable Licensor to provide the Software and any related services. Licensor will use Licensee-provided Data only as necessary to provide the Software, technical support, or as otherwise required by law.
6. Personal Data. Where legitimate business purposes require Licensor to collect and process business contact information relating to Licensee's employees or other individuals representing Licensee. Licensor, as a data controller, will process such personal data using appropriate technical and organizational measures and in compliance with its Privacy Statement (hpe.com/us/en/legal/privacy.html) and applicable laws. Where Licensor discloses personal data relating to employees or other individuals representing Licensor to Licensee or where such persons provide their personal data directly to Licensee. Licensee will process such personal data using appropriate technical and organizational measures in compliance with Licensee's privacy policies and applicable laws. Where Licensor agrees to process personal data on behalf of Licensee, Licensor, as a data processor, will process such data only as permitted under this Agreement, including Supporting Documents, and in compliance with applicable laws. In the event international data transfers trigger the requirements for an EU Model Contract, Licensee and its applicable affiliates (i) authorize Licensor to execute the EU Model Contract with Licensor's affiliates on Licensee's behalf (ii) will execute EU Model Contracts directly with the Licensor and its applicable affiliates.

Legal data sheet

- 7. The number of licenses required is proportional only to the number of GPU devices on the card. Each Term license is tied to a unique HPE AI Essentials Software cluster. Licenses are non-transferable. Term licenses expire at the end of the contracted term of HPE Private Cloud AI. The licensed capacity is counted against the HPE AI Essentials Software cluster worker nodes only.
- 8. HPE AI Essentials Software Included Images, Customer takes the sole responsibility of maintaining and managing any non-HPE AI Essentials Software provided Images (open-source or third party).
- 9. Not For Resales or NFR software license means a software license that is provided by HPE to Customer for Customer's internal use for trial, evaluation, testing, or similar non-production purposes, is expressly identified by HPE as evaluation software, as Not For Resale or NFR software, or any similar designation.
- 10. License includes access to software, 24x7 support and maintenance

Supporting Documents

HPE Private Cloud QuickSpecs	hpe.com/psnow/doc/a50009216enw?from=app&section=search&isFutureVersion=true
HPE Private Cloud AI User Guide	hpe.com/support/PCAIUserGuide
Latest version of HPE Software Licensing document	hpe.com/us/en/software/licensing.html

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