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 AI 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.

Capitalized terms not otherwise defined in this Additional License Authorizations document are defined in the governing agreement.

Term	Definition
AI-Enabled Features	Certain features with artificial intelligence technologies including without limitation machine learning and large language models, developed and managed by HPE or third parties
Licensee	means the end-user customer who has acquired the rights to use the Software either directly or indirectly from HPE as per a valid purchase order.
Software	means the software product listed in the Product License section of this Additional License Authorization
ASP	Application service provider

Additional Licensing Terms

A. All subscriptions are non-cancellable and non-transferrable between separate HPE Private Cloud AI units or contracts.

B. 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.

C. 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.

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G. 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.

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J. License includes access to software, 24x7 support and maintenance

K. Third party usage: Subject to the terms and conditions of this Agreement,

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d. All use is limited to the scope of use originally authorized under the Agreement and shall not result in any increase in license usage metrics.

L. Licensee remains responsible for use of the Software by all authorized users.

M. The Software includes AI-Enabled Features, the use of which is subject to the additional following terms:

i. You may provide input to the AI-Enabled Features ("Input") and receive output from the AI-Enabled Features based on the Input ("Output"). Input and Output are collectively "Content." By using AI-Enabled Features, you acknowledge and agree that HPE may process Content to operate, improve, and enhance HPE's products and services (including AI-Enabled Features), in accordance with the HPE Privacy Statement and applicable privacy laws. HPE does not use Content to train models used to serve other customers, except in aggregate/anonymized form.

ii. AI-Enabled Features are experimental and may produce inaccurate, incomplete, or unexpected Output. Output is provided "AS IS" and "WITH ALL FAULTS." HPE expressly disclaims all liability, warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, title, and non-infringement, with respect to AI-Enabled Features and Output. Output is not a substitute for professional advice. You should not rely on Output for medical, legal, financial, or other critical decisions without appropriate independent verification. Output is machine-produced and does not reflect or constitute the opinions, advice, or statements of HPE.

iii. You are solely responsible for evaluating the suitability, accuracy, and legality of Output. You must apply appropriate human judgment and oversight, especially for decisions that may impact health, safety, legal rights, or significant finances. You agree to use AI-Enabled Features in compliance with all applicable laws and regulations, including privacy and data protection laws. You must ensure you have the lawful right to input any data into the AI features. You must not use AI-Enabled Features to process sensitive personal data or confidential information unless permitted by law and with proper authorization.

iv. You shall not circumvent, disable, or bypass any safety or security features of the AI-Enabled Features, including but not limited to content filters or usage restrictions (for example, attempting prompt injection or other methods to induce the AI to violate these terms). All uses of AI-Enabled Features must comply with HPE's Acceptable Use Policy and must not result in the generation of unlawful, infringing, harmful, or biased Output.

v. As between you and HPE, you retain any rights to Content and HPE does not claim ownership of Output. HPE has implemented measures to minimize the risk that Output infringe third-party rights but does not guarantee the Output will be free from such risks. It is your responsibility to ensure your use of Output complies with applicable laws (including intellectual property laws) and these Terms.

vi. HPE is committed to the responsible and ethical use of AI. For further information, please refer to HPE's AI Ethics Principles.

Supporting Documents

- HPE Private Cloud QuickSpecs hpe.com/psnow/doc/a50009216enw
- HPE Private Cloud AI Administrator Guide hpe.com/support/PCAIAdminGuide
- Latest version of HPE Software Licensing document hpe.com/us/en/software/licensing.html

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