

HPE Private Cloud AI

1. Service Overview

- 1.1. HPE Private Cloud AI is a service that is based on an information technology appliance consisting of access to software-as-a-service on GreenLake (the "platform"), the HPE hardware System, which is either purchased or provided by HPE on an as-a-service basis, and preinstalled software on the HPE hardware System (the "Service").
- 1.2. The Service provides the capability to manage, develop, and deploy GenAI Applications in a "connected" or "air-gapped" site; the features of each are further described below.
- 1.3. As part of the Service, HPE authorizes Customer to access the Service during the term in accordance with the Agreement. At the end of the term, the Customer will no longer have access to Service features and updates. If Customer has purchased title to the HPE hardware System, the Customer will be entitled to retain the HPE hardware System after the Services term, including any perpetually licensed software. However, any term-licensed software or software licenses included as part of the Subscription to the Service shall cease upon expiry of the term-license or Subscription Service, as applicable.

2. Connected Core Service Features

- 2.1. Self-service cloud management to manage containers across compatible hybrid cloud infrastructure.
- 2.2. Cloud-managed infrastructure, managed by you, means you have what you need to globally deploy, manage, upgrade, and optimize your private cloud AI platform.
- 2.3. Protects data resources across hybrid cloud estate using integrated workflows that include provisioning policies to apply data services and protection policies.
- 2.4. Simplified infrastructure operation (provisioning for both Customer's on-prem and compatible public cloud instances) with integrated protection using blueprints.
- 2.5. Global dashboarding, including VMs and clusters, capacity/trends, performance details/trends, alerts, audit logging, task status and protection levels.
- 2.6. Self-service full Stack lifecycle management including automated catalogue-based updates of the various hardware, software, and firmware components.
- 2.7. Where applicable, metering and billing support is available during local business hours, billing support applies if the Service was purchased directly from HPE. The Customer may contact HPE by raising a support case request through the HPE Support Center in the event that they have a metering or invoice question, however, invoice-related questions can only be raised if the Service was purchased directly from HPE. HPE will review the support case request and respond accordingly.

3. Air-gapped Core Services Features

- 3.1. Self-service on-prem management to manage containers across compatible infrastructure.
- 3.2. Protects data resources using integrated workflows that include provisioning policies to apply data services and protection policies.
- 3.3. Dashboarding, including VMs and clusters, capacity/trends, performance details/trends, alerts, audit logging, task status and protection levels.

- 3.4. Self-service lifecycle management including updates of the various hardware, software, and firmware components.
- 3.5. Where applicable, metering and billing support is available during local business hours, billing support applies if the Service was purchased directly from HPE. The Customer may contact HPE by raising a support case request through the HPE Support Center in the event that they have a metering or invoice question, however, invoice-related questions can only be raised if the Service was purchased directly from HPE. HPE will review the support case request and respond accordingly.

4. Requirements

- 4.1. If the hardware System is purchased any additional hardware, switches, cables and optics required by Customer must be bought upfront.
- 4.2. As the Service is a fully pre-engineered and pre-validated solution, Customer is not allowed to make any unauthorized change to the System for example, upgrade individual components in a System or change configurations without following HPE releases and runbooks. Incompliance with this restriction is a material breach of the Agreement.

5. Support

- 5.1. HPE hardware support for the infrastructure is included as part of the Service. Technical support is available 24x7 with 4hr onsite support as per the HPE Tech Care Service Essential service level (may be quoted and billed as a separate line item when the hardware System is purchased).
- 5.2. Depending on the chosen configuration, if the hardware System is provided on an as-a-service basis, the HPE Complete Care Service will apply in accordance with the service experience level specified in the Agreement.

6. Exclusions

6.1. Pre-release materials

HPE may make available to Customer certain software, features, functionality, improvements, and/or enhancements in advance of their general availability (Pre-Release Materials). Customer agrees the pre-release materials: (i) are not to be used in a production environment; (ii) may or may not ever be made generally available by HPE as part of an update or otherwise; (iii) are not under warranty or support; (iv) are not at the level of compatibility, performance and/or scalability of the Service as the case may be; (v) may not operate correctly; and, (vi) may be subject to additional terms and conditions that are specific to such pre-release materials. Customer agrees to notify HPE of any bugs, errors or problems with respect to pre-release materials.

6.2. Procuring required software

Unless included as part of the Systems, the Customer is responsible for purchasing the virtualization software, and related software licenses and support.

7. Shared Responsibility Model

7.1. Shared responsibility model-connected

Customer	HPE
Responsible for the connectivity to the platform, the administration, and the management of the data/objects	Responsible for the functionality of the Service
Site Readiness including datacenter facilities and internet connectivity	Installation of hardware Systems & activation of Service
Maintain connectivity to the platform	Customer orientation
	Access to software, firmware, and documentation updates
Data resilience and remote replication	Onsite hardware support

Data backup	Operational guidance through the platform
Applying recommended software updates & security patches	
Data monitoring	Operational insights and dashboard through the platform
Initiating the order of additional capacity beyond total available capacity	
Red Hat Linux and Rocky Linux OS lifecycle management	
NVIDIA and HPE Networking OS/Firmware lifecycle management	
HPE Power Distribution Unit (PDU) Firmware lifecycle management	
NVIDIA GPU Firmware lifecycle management	
Responsible for the connectivity to the platform, the administration, and the management of the data/objects	

7.2. Shared responsibility model-air-gapped

Customer	HPE
Site Readiness including datacenter facilities	Installation of hardware systems & activation of Service
Data resilience and remote replication Data backup	Customer Orientation Access to software, firmware, and documentation updates Onsite hardware support
Applying recommended software updates & security patches data monitoring	
Initiating the order of additional capacity beyond total available capacity	
NVIDIA and HPE Networking OS/Firmware lifecycle management	
HPE Power Distribution Unit (PDU) Firmware lifecycle management	
NVIDIA GPU Firmware lifecycle management	

7.3. Facilities and infrastructure

Compliance with building and safety codes: the Customer is responsible for:

- Attaching wall and ceiling mounts to the building structure according to local building codes.
- Ensuring that the facility, cable runs, and power outlets conform to all local fire and electrical codes.
- Any other construction or safety measure required by current local legislation.

Customer will provide facilities such as:

- Floor space, electricity, cooling, physical security, uninterrupted power supply, network, and storage cabling
Network for both LAN and WAN connectivity and bandwidth.

The Customer is responsible for:

- Provisioning and connecting any required hardware, software, network, cables, and such (for example, storage area network, operating systems) not provided by HPE as part of the Service
- Ensuring that such connected or attached devices and/or software are compliant and compatible with the Systems.
- Compliance with building and safety codes
- Physical and logical security
- Designating, managing, and distributing the authorization of user access.
- Logging all permitted authorizations.
- Ensuring that only Customer-approved data exists on the Systems.
- Third-party personnel access, that third party personnel can enter secured rooms only if accompanied by authorized Customer employees.

Customers will notify HPE if they use products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require Customers to maintain such products under HPE supervision and may postpone Service until they remedy such hazards.

7.4. Systems and data

The Customer acknowledges that they must take the necessary steps to enable installation (including platform connectivity) within 30 calendar days from receipt of the Systems.

Customer must maintain the Systems at the specified configuration and revision levels.

Network data communication: Customer will allow for network data communication to HPE of the data collected by the diagnostic and metering tools through the Customer's SMTP mail relay. This transmission will be daily via:

- SMTP: 7-Zip encrypted file attachments of usage data. Customer must notify HPE if a change is made to the email relay, network, or proxy to eliminate any interruption of usage data collection.

Customers must maintain a separate backup system.

Customer acknowledges that it is responsible (administratively and financially) for obtaining all required approvals, licenses, authorizations, consents, and permits for HPE to perform remote monitoring Services.

7.5. Data security and media sanitization

Customer is responsible for the security of their proprietary and confidential information, as well as properly sanitizing or removing data from products that may be replaced and returned to HPE as part of the repair process or System return (if the hardware component of the System was provided on an as-a-service basis) to ensure the safeguarding of Customer data.

7.6. Using proprietary service tools

HPE may require the Customer to use certain hardware, software, and/or network diagnostic, metering, and maintenance programs as well as certain diagnostic or monitoring tools such as, HPE InfoSight that may be included as part of the System (proprietary service tools). This includes tools such as HPE's metering script, support tools and technical support (STaTS), and HPE Support Center (HPE SC).

The Customer will be required to assist to install proprietary service tools (including any required updates and patches) on the Customer's Systems and assist HPE in running them.

Proprietary service tools are and remain the sole property of HPE. They are provided as is without any warranty. The Customer may only use the proprietary service tools during the term of the Service (System Term of the hardware component of the System is provided on an as-a-service basis) and only as allowed by HPE. The Customer may not use, sell, transfer, assign, pledge, or in any way encumber or convey the proprietary service tools. The Customer shall return the proprietary service tools or allow HPE to remove these tools upon termination or expiration of the Service.

8. Applicable Terms

Terms	Link
Data Privacy and Security Agreement	hpe.com/psnow/doc/a50009396enw
Data processing & security measures	hpe.com/psnow/doc/a00046995enw
Sub-processor list	hpe.com/psnow/doc/a50000947enw
HPE Tech Care Service – Essential service level	hpe.com/psnow/doc/a00108652enw
HPE Complete Care Service (service experience level specified in the Agreement)	hpe.com/psnow/doc/a00117208enw
HPE aaS Terms for Customers (unless otherwise stated in the Change Order Form)	hpe.com/psnow/doc/a50009054enw
Product-Specific Terms for NVIDIA AI Products (NVIDIA AI Enterprise)	nvidia.com/en-us/agreements/enterprise-software/product-specific-terms-for-ai-products/

Visit HPE.com

[Chat now](#)

© Copyright 2026 Hewlett Packard Enterprise Development LP. The information contained herein is subject to change without notice. Changes will not affect effective agreements referencing this document and will be posted as a new version together with the effective date. Previous versions of this document will remain accessible. The only warranties for Hewlett Packard Enterprise products and services are set forth in the express warranty statements accompanying such products and services.

Nothing herein should be construed as constituting an additional warranty.

Hewlett Packard Enterprise shall not be liable for technical or editorial errors or omissions contained herein. Trademark acknowledgments, if needed. All third-party marks are property of their respective owners.

a50010051ENW, V3

HEWLETT PACKARD ENTERPRISE

Hpe.com

