A DEFENSORIA PÚBLICA DO ESTADO DA PARAÍBA
DEPARTAMENTO DE ACOMPANHAMENTO DE LICITAÇÃO, CONTRATOS, CONVÊNIOS E COMPRAS
PREGÃO ELETRÔNICO SRP Nº 025/2025
PROCESSO ADMINISTRATIVO Nº PROC. N.º DPE - PRC - 2025/02907

Atendendo a sua solicitação através do Edital **Pregão Eletrônico Nº 025/2025**, com data de abertura para 07 de outubro de 2025, às 08h30min horas, O objeto da presente licitação é a escolha da proposta mais vantajosa para formação de registro de preços de AQUISIÇÃO DE SERVIDOR RACK PARA SUPRIR AS NECESSIDADE DA DEFENSORIA PÚBLICA DO ESTADO DA PARAÍBA. Estamos ofertando os equipamentos abaixo.

Atenciosamente,

Plugnet Comércio e Representações Ltda
Frederico J.E.César
CPF 620.732.224-04
RG 3.818.860 SSP/PE
Gerente de Filial

PROPOSTA DE PREÇOS

ITEM	DESCRIÇÃO / ESPECIFICAÇÃO	Und	Qtde	PREÇO UNIT	PREÇO TOTAL
01	**SERVIDOR RACK** **FABRICANTE: Hewlett Packard Enterprise** **MARCA: HPE** **Modelo: HPE PROLIANT DL 380G11 (P52535-B21)** **Procedência: Direto do fabricante HPE** Gabinete do tipo rack 2U, do mesmo fabricante do equipamento, não sendo aceitos gabinetes em regime de OEM. Deverá possuir: Ventiladores de exaustão redundantes internos ao gabinete com capacidade para suportar a configuração máxima do equipamento, esses devem ser distintos de eventuais ventiladores de fonte de alimentação, e com controle de rotação; no mínimo 24 (vintes e quatro) baias de 2,5" todas habilitadas para discos SATA3/SAS/NVMe do tipo hot-swap. LEDs ou display LCD frontal, embutido no gabinete, para monitoramento das condições de funcionamento dos principais componentes do equipamento, por meio de exibição de alertas de falha. Deverá possuir tampa frontal com chave para impedir acesso aos componentes de forma inadvertida. O equipamento deverá ser entregue com os acessórios necessários para instalação em rack, incluindo trilhos, braços de gerenciamento de cabos e acondicionado em embalagem com caixa e calços de proteção especialmente desenvolvidos para suportar o equipamento e as vibrações durante o transporte. Fonte(s) de Alimentação O equipamento deverá possuir 02 (duas) fontes de alimentação redundantes (1+1), compatíveis, com capacidade de sustentar a configuração máxima do equipamento. As fontes deverão: Ser idênticas, tendo potência real mínima operando nas taxas de 1800W-2200W (em 220 Vac) cada para suporte a instalação da configuração máxima da máquina, incluindo GPUs e possuir certificação 80+ nível Titanium, com no mínimo 96% de eficiência energética. Deverão ser fornecidos cabos de alimentação com plug de 03 pinos para cada fonte de alimentação fornecida no padrão C13/C14.Placa MãeDeverá ser da mesma marca do fabricante do equipamento. Deverá suportar até 02 (dois) processadores. Deverá possuir: No mínimo 32 (trinta e dois) slots de expansão para memória, suportando memórias de 4800 MT/s e 5600MT/s do tipo ECC DDR5 RDIMM/LRDIMM. No mínimo 06 (seis) slots de expansão PCI-Express 5.0. Deve fornecer suporte a instalação futura de pelo menos duas GPUs L4 ou uma L40. No mínimo 01 (uma) controladora de vídeo que suporte resolução de 1920x1200@60Hz, com no mínimo 01 (uma) porta para monitor de vídeo padrão DB15 VGA ou superior. No mínimo 2 (dois) conectores M.2 NVME, ou obrigatoriamente acompanhar dispositivo PCI-E para configuração de unidades no padrão NVME em RAID1, visando instalação do Sistemas Operacionais. no mínimo 01 (uma) porta RJ-45 dedicada para gerenciamento remoto IPMI na versão 2.0 ou superior que permita suporte à média virtual e KVM-over-LAN.ProcessadorDeve possuir capacidade instalada de 02 (dois) processadores com as seguintes características. Máximo 16 (dezesseis) cores por processador; Frequência base mínima de 2.0GHz; TDP máximo de 150W; somente serão aceitos processadores baseados nas arquiteturas Intel de quinta	Und	01	R$ 244.135,00 (duzentos e quarenta e quatro mil, cento e trinta e cinco reais)	R$ 244.135,00 (duzentos e quarenta e quatro mil, cento e trinta e cinco reais)

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geração, essa exigência garante a total compatibilidade entre os demais servidores de processamento do cluster Deve possuir chipset desenvolvido para arquitetura ofertada, sendo ele do fabricante do processador; O processador deve implementar mecanismos de redução de consumo de energia. Memória Deverão ser fornecidos no mínimo 512GB de memória RAM do tipo LRDIMM ou RDIMM padrão DDR5 com frequência mínima de 4800MT/s ou superior; A quantidade de módulos configurados para atingir o volume total de memória requisitada deve respeitar as melhores práticas de performance informadas pelo fabricante do processador. A plataforma do equipamento deverá permitir expansibilidade de memória de no mínimo 8 (oito) TB. Cada módulo de memória da configuração inicial deverá possuir tamanho de 64GB. Deverá possuir suporte à tecnologia que permita correção de erros de bit único e detectar erros de bit duplo. Bios: A BIOS deverá: Possuir autenticação criptográfica (assinatura digital) segundo as especificações NIST SP 800-147B Possuir funcionalidade de recuperação de estado da BIOS/UEFI a uma versão anterior gravada em área de memória exclusiva e destinada a este fim, de modo a garantir recuperação em caso de eventuais falhas em atualizações ou incidentes de segurança, segundo as especificações NIST SP 800-193. Segurança As atualizações de firmwares, BIOS e drivers devem possuir tecnologia de verificação de integridade (assinatura digital) do fabricante do equipamento, de modo a garantir a autenticidade da mesma. Deverá possuir chip TPM 2.0 Portas de Comunicação 01 (uma) porta de vídeo VGA, padrão DB15 na parte traseira, sendo aceitas interfaces no padrão Display Port, acompanhadas do respectivo adaptador VGA/DB-15 do próprio fabricante. 02 (duas) portas USB na parte traseira; Interface de Rede 10/25 GbE Deverá possuir 02 (duas) placas com no mínimo 02 (duas) portas 10GbE, compatíveis com conectores Base-T. Deverá possuir no mínimo 04 (duas) portas 1GbE, compatíveis com conectores Base-T, essas poderão ser em uma ou mais placas. As interfaces de rede devem ter, no mínimo, as seguintes características: Compatibilidade com os padrões 802.1AX Link Aggregation e IEEE 802.1Q VLAN. Suportar Jumbo Frames. Controladora de Vídeo

A controladora ofertada deve ser parte nativa do equipamento. Desta forma, não é necessário que a mesma ocupe um slot do equipamento. Unidades de Armazenamento para Sistema Operacional Mínimo de 02 (duas) unidades de armazenamento com capacidade de 480GB cada, padrão NVME ou superior configuradas em RAID 1, podendo ser utilizados sistema de discos no padrão M.2, on-board em RAID 1 ou ainda dispositivos do tipo PCIE, dedicados para instalação de sistemas operacionais em configuração mínima de RAID 1; Unidades de armazenamento para dados Mínimo de 05 (oito) unidades de armazenamento com capacidade de 3.84TB cada, padrão SSD SATA ou superior, do tipo MU (Mixed Use). Essas unidades de armazenamento, deverão ser configuradas em RAID 5 ou ZRAID. deverá ser possível a configuração das unidades de armazenamento em RAID 0, 1, 5 ou 10. Essas unidades de armazenamento, devem ser instaladas nas baias frontais do equipamento, e serem obrigatoriamente do tipo Hot Swap ou Hot Plug, ou seja, permitir a substituição das mesmas sem necessidade de parada do equipamento; Gerenciamento Deverá fornecer um conjunto de hardware e software de

gerência, do mesmo fabricante do equipamento, compatível com o padrão IPMI 2.0 ou SNMP, que possibilite o gerenciamento remoto através de controladora de gerenciamento integrada com porta RJ-45 dedicada e software de gerenciamento, que ofereça as seguintes funções para a solução ofertada. Trabalhar com console remota que ofereça controle pleno do servidor, isto é, com funcionalidades de uma console local independente do funcionamento do sistema operacional. Ligar e desligar o equipamento remotamente. Receber alertas de pré-falhas e defeitos de discos e memórias. Possibilidade de emissão de inventário de hardware. Deve suportar alocação fixa de endereço IP. Fornecer recursos de hardware e software para acesso ao console (vídeo, teclado e mouse) de cada servidor. Permitir redirecionamento de mídia (mídia virtual). Controle dos servidores via KVM Virtual (Teclado, Vídeo e Mouse) dispensando o uso de switches KVM. Permitir acesso a BIOS remotamente. Suporte a SSL e SSH. Integração com o AD (Active Directory). Suporte ao LDAP (Lightweight Directory Access Protocol). Permitir acesso e operação através de navegador web com interface em HTML5. Operar independentemente da CPU do servidor e do sistema operacional, mesmo se a CPU ou o sistema operacional estiverem travados ou inacessíveis de alguma forma. Permitir a criação de grupos de usuários. O fornecedor dos equipamentos deverá implementar e configurar toda a solução de gerenciamento (KVM Virtual mencionado acima). Licenciamento Acompanhar as seguintes subscrições e quantidades. Proxmox Subscription na modalidade Community para um cluster de 06 (seis) sockets, fornecendo assim acesso ao repositório Enterprise pelo periodo minimo de 36 meses com suporte 9 x 5. Veeam Data Platform Essentials Subscription na modalidade VUL para no minimo 20 (vinte) instancias pelo periodo minimo de 36 meses com suporte 24 x 7. Microsoft Windows Server Standard 2025 para 32 núcleos, podendo ser dividido em 2 (duas) instâncias de 16 (dezesseis) núcleos cada. Sistemas Operacionais Suportados O equipamento deverá compatível com o sistema operacional Red Hat Enterprise Linux 9x e 10.x, devendo ser apresentada certificação HCL fabricante para o mesmo. O equipamento deverá compatível com o sistema operacional SUSE Linux Enterprise Server 15 for AMD64 & Intel64 ou superior, devendo ser apresentada certificação HCL fabricante para o mesmo. O equipamento deverá compatível com o sistema operacional Ubuntu Linux 20.04, 22.04 e 24.02 todos na versão LTS, devendo ser apresentada certificação HCL fabricante para o mesmo. Garantia, Suporte e Atendimento O prazo de garantia do fabricante para os equipamentos será de no mínimo 60 (sessenta) meses para reposição de peças, mão de obra e atendimento no Onsite, no regime 24 x 7, 24 (vinte e quatro) horas por dia e 7(sete) dias por semana, incluindo feriados e finais de semana, contemplando ainda direito de atualização de versões, releases e patches dos equipamentos, sistemas operacionais, ferramentas de gerenciamento e demais itens correlacionados aos mesmos; O serviço de suporte técnico para os equipamentos, deverá ser prestado pelo fabricante em regime 24 x 7, 24 (vinte e quatro) horas por dia e 7(sete) dias por semana, incluindo feriados e finais de semana, com tempo de atendimento máximo no próximo dia útil a partir da abertura do chamado técnico para falhas de hardware; Todos os componentes dos equipamentos devem ser do				

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Próprio fabricante

Ou estar em conformidade com a política de garantia, suporte e tempo de solução (SLA) do mesmo, não sendo permitida a integração de itens de terceiros que possam acarretar em perda parcial da garantia ou não realização da manutenção técnica pelo próprio fabricante quando solicitada. A empresa fabricante do equipamento deverá prover assistência técnica on-site na sede da contratante considerando-o Estado de domicílio da mesma; A empresa fabricante do equipamento deverá dispor de um número telefônico tipo 0800 para suporte técnico e abertura de chamados técnicos; A empresa fabricante deverá durante todo período da garantia do equipamento, manter em seu site todos os drivers para os sistemas operacionais suportados e prover todas as atualizações e correções de bug para drivers, softwares e firmware que por ventura sejam necessários ao respectivo equipamento de forma proativa; Deverão ser informados na proposta todos os part numbers de equipamento, software e serviços que compõem as soluções ofertadas. A omissão dessas informações acarretará na desclassificação da proposta. O modelo ofertado deve estar em linha de produção, na data de entrega da proposta; Deverá ser comprovada a existência da assistência técnica local no domicílio da contratante e na modalidade on-site, devendo essa ser realizada por meio de documentação oficial do fabricante dos produtos e de domínio público, através de catálogos, folder impressos ou da internet, devendo constar o endereço URL na mesma. Caso não seja comprovada por um dos meios citados anteriormente, será possível a comprovação através da apresentação de documentação expressa do fabricante dos equipamentos para o processo em questão, indicando a referida assistência técnica que será responsável pelo atendimento e manutenção durante o período de garantia dos produtos ofertados; Por razoes vinculadas a compatibilidade física e logica que permite o intercâmbio de parte entre todos servidores que serão integrados em um cluster único de virtualização e Software Defined Storage, o servidor ofertado deverá ser obrigatoriamente da mesma família, modelo e geração dos existentes, cito HPE Proliant DL380 Gen11. Não serão consideradas proposta de outras famílias, gerações ou modelos, mesmo que sejam do mesmo fabricante. Serviço de instalação do Proxmox A contratada deverá prestar serviços especializados para a implantação, configuração, migração e validação de ambiente de virtualização baseado em Proxmox VE, em cluster com três nós físicos, integrando-se ao sistema de armazenamento Ceph Storage, com posterior migração controlada do ambiente de produção existente. Os serviços deverão contemplar ainda a integração com a solução de backup Veeam Backup & Replication e suporte técnico pósimplementação. A instalação e todas as atividades críticas deverão ser realizadas presencialmente, com interação direta com a equipe técnica da Contratante. As atividades deverão contemplar, no mínimo, os seguintes itens: Avaliação Técnica Inicial Levantamento detalhado do ambiente existente, incluindo: Infraestrutura de servidores, redes, armazenamento e versão do cluster atual; Topologia de rede, domínios de autenticação, dependências técnicas e sistemas críticos; Integração com Veeam Backup & Replication com validação do desenho da arquitetura atual por profissional certificado Veeam VMCA e executado pelo mesmo ou um segundo profissional

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com certificação mínima Veeam VMCE. Emissão de relatório técnico com: Arquitetura proposta para o cluster Proxmox. Estratégia de migração progressiva e convivência temporária com ambiente atual; Definição do backend de armazenamento, volumes, rede de migração de dados. Implantação do Cluster Proxmox VE Instalação e configuração do sistema Proxmox VE nos três servidores físicos. Formação do cluster de alta disponibilidade com gerenciamento centralizado. Integração com o storage Ceph via protocolo de armazenamento otimizado conforme requerimento da arquitetura. Validação de conectividade do ambiente com testes de desempenho dos volumes. Todas as atividades de instalação e configuração deverão ser realizadas de forma presencial, incluindo preparação física, validação e testes. Integração com Veeam Backup & Replication Configuração do ambiente Proxmox para permitir backup e restauração por meio do Veeam Backup & Replication, utilizando métodos suportados (ex: agentes, Repositórios externos, scripts integrados). Alinhamento, Definição e Criação da política de backup para o ambiente, integrandose aos repositórios existentes da Contratante. Validação de procedimentos de restore em máquinas virtuais hospedadas no Proxmox. Migração do Ambiente Atual para Proxmox. Definição do plano de migração com até 50 máquinas virtuais a serem migradas para o novo ambiente Proxmox. Adoção de estratégia de migração controlada, com convivência temporária dos ambientes existentes e o Proxmox. Execução da Migração por substituição progressiva dos nós atualmente em produção: instalação do Proxmox em um servidor por vez, reintegração ao cluster Proxmox e retirada do nó correspondente do cluster. Utilização de ferramentas apropriadas para conversão de VMs (como qm importdisk, qemu-img, virt-v2v ou outras adequadas). Validação técnica das VMs migradas e da continuidade dos serviços. Validação e Testes Operacionais Testes de alta disponibilidade e migração ao vivo (live migration) no cluster Proxmox. Testes de conectividade, snapshots, backup, restauração e failover. Documentação técnica de todas as configurações aplicadas e resultados dos testes. Repasse de Conhecimento Técnico (Hands-on) Realização de sessões práticas presenciais com a equipe técnica da Contratante, contemplando: Administração e operação do ambiente Proxmox VE; Gerenciamento de VMs, armazenamento, rede, backups e snapshots; Procedimentos de migração, restauração e resolução de falhas. Entrega de material técnico de apoio, com guias operacionais e comandos utilizados. Acompanhamento Pós-Implementação Monitoramento **assistido** do ambiente por um período de 30 (trinta) dias, com: Acompanhamento técnico remoto e orientações operacionais; Análise de desempenho e ajuste de parâmetros, se necessário uporte para esclarecimento de dúvidas e resolução de incidentes relacionados ao novo ambiente. A empresa que realizará a instalação deverá ser obrigatoriamente parceira oficial Proxmox, devendo comprovar por meio de documentação pública oficial do fabricante ou ainda apresentação do contrato de parceria com o fabricante, devendo essa comprovação deverá acompanhar a proposta. A não apresentação da comprovação acarretará na desclassificação da mesma. A empresa que realizará a instalação deverá possuir no mínimo dois profissionais com treinamento oficial do fabricante Proxmox, habilitados a instalar,				

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configurar e suportar esse sistema operacional, devendo comprovar juntamente com o envio da proposta os certificados oficiais de conclusão dos mesmos, juntamente com cópia da invoice Proxmox de aquisição dos respectivos treinamentos, sendo considerados para habilitação os seguintes: Proxmox VE Installation and Administration e o Proxmox VE Advanced ou em substituição esses o treinamento Proxmox VE Bundle que corresponde aos dois anteriormente citados. A comprovação deverá acompanhar a proposta. A não apresentação da comprovação acarretará na desclassificação da mesma. A proponente deverá comprovar que possui no mínimo um profissional técnico capacitado com certificação VMWare VCP, um profissional técnico capacitado com certificação Veeam VMCE e um profissional técnico capacitado com certificação Veeam VMCA, garantindo assim a qualificação técnica mínima necessária para a execução da migração do VMWare, como tambem, para o planejamento de arquitetura e sustentação do novo Ambiente Veeam a ser integrado e utilizado com o Proxmox. As certificações VCP e VMCE devem ser comprovadas para no mínimo dois profissionais, já que esses realizarão as tarefas do escopo previsto nesse descritivo, sendo que a VMCA poderá ser para um deles ou um terceiro profissional que realizará o desenho e planejamento da nova arquitetura. É obrigatória a comprovação de todas as certificações exigidas. Para efeito dos serviços de implantação será permitida subcontratação entre entidades jurídicas, não sendo permitida subcontratações baseadas em pessoa física como executora. A comprovação deverá ocorrer mediante apresentação do contratado entre as pessoas jurídicas proponentes e executora dos serviços, podendo esse ser especificamente para o processo em questão ou outro na modalidade de serviços continuados de suporte nas plataformas de software vinculadas ao fornecimento. Não serão aceitos quaisquer contratos genéricos que não os que tratam especificamente dos itens vinculados a esse termo de referência. Será de total responsabilidade da contratada prover todos os recursos necessários, mesmo que temporários para a execução dos serviços de migração como servidores, storage adicional, switches e etc, de forma, que seja disponibilizado localmente na DPE-PB, todos recursos a total cobertura de execução dos serviços e migrações, não ocorrendo assim qualquer tipo de atraso ou inexecução em detrimento de escassez de unidades processamento, conectividade ou armazenamento transitório de dados em produção durante a realização dos serviços. Todos esses devem estar cobertos em proposta de fornecimento, não sendo aceita qualquer adição ao valor inicial proposto. Entrega: O prazo de entrega é de no máximo 90 (noventa) dias contados a partir do recebimento da nota de empenho ou documento de autorização de fornecimento. Requisitos Obrigatórios O modelo do servidor ofertado deve estar em linha de produção na data de entrega da proposta. Deverá acompanhar todas as subscrições para Virtualização Proxmox VE pelo período mínimo de 36 meses em 03 (três) Servidores de 02 (dois) Processadores os quais serão configurados em cluster e com o Software Defined Storage (Ceph), devem estar contempladas no fornecimento todos os requisitos necessários a esse processo. Deverá acompanhar todas as subscrições necessárias do Veeam Software para integração com ambiente do cluster Proxmox VE,

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devendo estar contempladas no mínimo a proteção de 20 virtuais/instâncias. Todos os itens previstos nos requisitos obrigatórios devem ser ofertados de forma integral com o equipamento. Todos os itens solicitados deverão ser fornecidos em conformidade com os descritivos detalhados, inclusive atendidos na integra quanto as certificações de capacitação mínima para todas as tecnologias envolvidas.				

VALIDADE DA PROPOSTA
60 (sessenta) dias

GARANTIA DOS PRODUTOS OFERTADOS
O prazo de garantia do fabricante para os equipamentos será de 60 (sessenta) meses para reposição de peças, mão de obra e atendimento no On-site, no regime 24 x 7 e conforme todas as exigências do termo de referência, prestada pelo fabricante do equipamento como consta na declaração da HPE em anexo.

PRAZO e LOCAL DE ENTREGA
O prazo de entrega é de no máximo 90 (noventa) dias contados a partir do recebimento da nota de empenho ou documento de autorização de fornecimento, o local de entrega será na sede da Defensoria Pública do Estado da Paraíba, em perfeito estado e em conformidade com as condições estabelecidas neste Termo de Referência.

IMPOSTOS, FRETES, SEGUROS E DEMAIS ENCARGOS:
Incluso nos preços dos equipamentos

FORMA DE PAGAMENTO
O pagamento será realizado em parcela única, após a entrega definitiva do objeto, emissão de nota fiscal e testo pela fiscalização contratual. O prazo para pagamento será de até 15 (quinze) dias úteis, contados do recebimento definitivo do objeto, conforme art. 145, §1º da Lei nº 14.133/2021.

PROCEDENCIA DOS PRODUTOS
Nacional – São Paulo.

1) **Dados da Empresa:**
   a) Razão Social: PLUGNET COMÉRCIO E REPRESENTAÇÕES LTDA.
   b) CNPJ/MF: 02.213.325/0002-69
   c) Endereço: AV. NOSSA SENHORAS DOS NAVEGANTES, 104 SL 402 TAMBAÚ.
   d) Cidade/UF: JOÃO PESSOA - PB
   e) CEP: 58.139-110
   f) E-mail: plugnetpb@plugnetshop.com.br
   g) Banco: BANCO DO BRASIL.
   h) Agência: 3396-0
   i) Conta: 7324-5

2) **Dados do Representante Legal da Empresa:**
   a) Nome: FREDERICO JOSÉ EMERENCIANO CÉSAR.
   b) Endereço: RUA BEL. JOSÉ DE OLIVEIRA CURCHATUZ, 691 APT 4001 - AEROCLUBE.
   c) CEP: 58.036-130
   d) Cidade/UF: JOÃO PESSOA - PB.
   e) Tel./Fax: 83 99635-0992
   f) CPF/MF: 620.732.224-04
   g) RG/Órgão Expedidor: SSP PE.
   h) Cargo/Função: GERENTE DE CONTAS
   i) Naturalidade: PAULISTA/PE.
   j) Nacionalidade: BRASILEIRO
   k) Estado Civil: CASADO.
   l) E-mail. plugnetpb@plugnetshop.com.br

Atenciosamente,

PLUGNET COMÉRCIO E REPRESENTAÇÕES LTDA	MATRIZ – RECIFE / PE	FILIAL – SERRA / ES	FILIAL – JOÃO PESSOA / PB	FILIAL – BELÉM / PA
Insc. Estadual Nº. – 16.130.327-7 C.N.P.J. Nº. - 02.213.325/0002-69 www.plugnetshop.com.br plugnet@plugnetshop.com.br	Av. General Abreu e lima, 222 Rosarinho – 52041-042 Fone/Fax: 81 3426.7006 plugnet@plugnetshop.com.br	Rodovia Governador Mário Covas, s/n – Km 279 – Sala 89 Jacuhy – 29161-230 plugnetes@plugnetshop.com.br	Av. Nossa Senhora dos Navegantes, 104 / 402 Tambaú Fone/Fax: 83 3226.1422 plugnetpb@plugnetshop.com.br	Av. Romulo Maiorana, 700 – Sala 1709 – Marco – Belém – Pará – CEP: 66093-672 plugnetpa@plugnetshop.com.br

João Pessoa, 07 outubro de 2025.

A DEFENSORIA PÚBLICA DO ESTADO DA PARAÍBA
DEPARTAMENTO DE ACOMPANHAMENTO DE LICITAÇÃO, CONTRATOS, CONVÊNIOS E
COMPRAS
PREGÃO ELETRÔNICO SRP Nº 025/2025
PROCESSO ADMINISTRATIVO Nº PROC. N.º DPE - PRC - 2025/02907

<div align="center">

DECLARAÇÃO

</div>

    A Plugnet Comércio e Representações Ltda, **CNPJ/MF nº 02.213.325/0002-69**, sediada a Av. Nossa Senhora dos Navegantes 104, Sala 402 Tambaú. CEP 58039-110 João Pessoa/ PB, declara que, estão inclusas no valor cotado todas as despesas com mão de obra e, bem como, todos os tributos e encargos fiscais, sociais, trabalhistas, previdenciários e comerciais e, ainda, os gastos com transporte e acondicionamento dos produtos em embalagens adequadas.

Atenciosamente,

Anexo I – Lista de Part Numbers da Solução

Qty	Product	Description
1	P52535-B21	HPE DL380 Gen11 24SFF NC CTO Svr
2	P67092-B21	INT Xeon-S 4514Y CPU for HPE
8	P64707-B21	HPE 64GB 2Rx4 PC5-5600B-R Smart Kit
5	P40505-B21	HPE 3.84TB SATA MU SFF BC MV SSD
1	P51083-B21	HPE DL380 Gen11 2U 3x16 Sec Riser Kit
1	P47184-B21	HPE SR932i-p Gen11 SPDM Storage Cntlr
1	P51178-B21	BCM 5719 1Gb 4p BASE-T Adptr
1	P01366-B21	HPE 96W Smart Stg Li-ion Batt 145mm Kit
1	P48918-B21	HPE DL360 Gen11 Stg Cntrl Enable Cbl Kit
2	P10097-B21	BCM 57416 10GbE 2p BASE-T OCP3 Adptr
2	P44712-B21	HPE 1800W-2200W FS Ti Ht Plg PS Kit
2	AF591A	HPE 1.83m 10AC13 NBR14136 Brazil Pwr Crd
1	P51911-B21	HPE DL360 Gen11 CPU1/OCP2 x8 Enable Kit
1	P54874-B21	HPE DL380 Gen11 8SFF Retimer/-P Cbl Kit
1	875519-B21	HPE Bezel Lock Kit
1	P50400-B21	HPE DL3XX Gen11 2U Com Bezel Kit
1	P22020-B21	HPE DL38X Gen10+ 2U CMA for Rail Kit
1	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev
2	P49145-B21	HPE DL380 Gen11 Std Heat Sink Kit
1	P52152-B21	HPE DL380 G11 NS204i-u Internal Cbl Kit
1	P52341-B21	HPE DL3XX Gen11 Easy Install Rail 3 Kit
1	P77104-B21	MS WS25 16C Std Add Lic WW SW
1	E5Y35AAE	HPE OV 3yr 24x7 Supp Flex E-LTU
1	P77100-DN1	MS WS25 16C Std ROK AMS SW
1	HU4A6A5	HPE 5Y Tech Care Essential SVC
1	HU4A6A5#SVN	HPE One View w/Ilo Support
1	HU4A6A500DK	HPE DL380 Gen11 Support
3	N/A	Proxmox VE Community Subscription 2 CPUs/year
4	N/A	Veeam Data Platform Subscription 3 Years

Atenciosamente,

Plugnet Comércio e Representações Ltda
Frederico J.E.César
CPF 620.732.224-04
RG 3.818.860 SSP/PE
Gerente de Filial

PLUGNET COMÉRCIO E REPRESENTAÇÕES LTDA

Insc. Estadual Nº. – 16.130.327-7
C.N.P.J. Nº. - 02.213.325/0002-69
www.plugnetshop.com.br
plugnet@plugnetshop.com.br

MATRIZ – RECIFE / PE
Av. General Abreu e lima, 222
Rosarinho – 52041-042
Fone/Fax: 81 3426.7006
plugnet@plugnetshop.com.br

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plugnetes@plugnetshop.com.br

FILIAL – JOÃO PESSOA / PB
Av. Nossa Senhora dos
Navegantes, 104 / 402 Tambaú
Fone/Fax: 83 3226.1422
plugnetpb@plugnetshop.com.br

FILIAL – BELÉM / PA
Av. Romulo Maiorana, 700 – Sala
1709 – Marco – Belém – Pará –
CEP: 66093-672
plugnetpa@plugnetshop.com.br

XPROXMOX

CERTIFICATE OF COMPLETION

Antonio Cavalcanti

has successfully completed the training courses

Proxmox VE Installation and Administration

Proxmox VE Advanced

Date: August 19 – 23, 2024
Location: online
Duration: 28 hours

Training was held by Proxmox Server Solutions GmbH (AT),
an official Proxmox Authorized Training Partner.

Aaron Lauterer

Certified Trainer

Martin Maurer

CEO Proxmox Server Solutions GmbH

This certificate may be verified by contacting training@proxmox.com using the certificate holders certificate ID# PVE246-4126871

Date: August 23, 2024

vmware® LEARNING

VMware is proud to award the title of

VMware Certified Professional

Data Center Virtualization 2023

to

Marcio Gomes

In recognition of successful completion of all certification requirements.

Raghu Raghuram
Chief Executive Officer

Certification Date: Saturday, November 18, 2023

Candidate ID: BDCM00327199

XPROXMOX

CERTIFICATE OF COMPLETION

Marcio Gomes

has successfully completed the training courses

Proxmox VE Installation and Administration

Proxmox VE Advanced

Date: August 19 – 23, 2024
Location: online
Duration: 28 hours

Training was held by Proxmox Server Solutions GmbH (AT),
an official Proxmox Authorized Training Partner.

Aaron Lauterer

Certified Trainer

Martin Maurer

CEO Proxmox Server Solutions GmbH

This certificate may be verified by contacting training@proxmox.com using the certificate holders certificate ID# PVE246-2707858

Date: August 23, 2024

PROXMOX

PAID

Invoice #155290

Invoice Date: 3rd June 2024

Due Date: 3rd June 2024

Invoiced To
Espaço Cloud Tecnologia
ATTN: Max Pereira
Avenida Vinte de Janeiro, 1019, Galpão 000B, Box 1602
Recife, PE, 51130-120
Brazil

Description	Total
Training Proxmox VE Bundle (English) Date: August 19 - 23, 2024 Type: Online Participants: Antonio Cavalcanti, Mario Gomes Price: 2x 2690€ = 5380€	€ 5.380,00
Sub Total	**€ 5.380,00**
Credit	**€ 0,00**
Total	**€ 5.380,00**

This invoice is subject to the our general business and supplying-conditions. All products are delivered under reservation of title. If no VAT is charged you either provided a valid VAT number (Reverse Charge System acc. to Art. 196 directive 2006/112/EC, Uebergang der Steuerschuld auf den Leistungsempfaenger gem. Art. 196 Richtlinie 2006/112/EG) or you are outside EU.

Transactions

Transaction Date	Gateway	Transaction ID	Amount
3rd June 2024	Credit Card	txn_3PNcQdIn1rPfcwBl1DosQ1SD	€ 5.380,00
		Balance	**€ 0,00**

Bank Details:
Proxmox Server Solutions GmbH

Bank Name: Erste Bank
IBAN: AT92 2011 1840 9015 5600
BIC: GIBAATWWXXX

PARTNER AGREEMENT

Between

Proxmox Server Solutions GmbH

Bräuhausgasse 37

1050 Vienna

AUSTRIA

(Hereinafter referred to as Proxmox)

And

Company Name

Street

Postcode, City

Country

Website

Email / Phone

(Hereinafter referred to as Partner)

1 Proxmox Partner Agreement

1.1. Subject of the contract

1.1.1 Proxmox hereby grants to the Partner a non-exclusive right to purchase and re-sell Proxmox Support Subscriptions to end customers as listed in the Price List and that the Partner chooses to sell.

1.1.2 The relationship between the parties during the term of this Agreement will be that of vendor and vendee. The Partner is not the agent of or representative of Proxmox for any purpose whatsoever and is not granted, under this Agreement or otherwise, any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Proxmox or to bind Proxmox in any manner whatsoever. No representation, claim or warranty has been made by Proxmox, its employees, agents or representatives relating directly or indirectly to the level of income or business which the Partner is likely to earn as a result of being awarded the right to be an Authorized Partner for Proxmox in accordance with the terms of this agreement.

1.1.3 The Partner hereby accepts this non-exclusive right to buy and re-sell Proxmox Support Subscriptions made available at its sole discretion. Proxmox may at its discretion extend (or constrain) this right to include other products and services, either now or in the future.

1.2. Rights and obligations of the Partner

1.2.1 The Partner agrees to:

- Resell Proxmox Support Subscriptions to end customers.

- All partners are encouraged to sell at prices stated in the official Proxmox end customer price list, published on https://www.proxmox.com. Project- and volume pricing is available on request via https://shop.proxmox.com.

- Help the end customer to install, deploy, and maintain Proxmox products.

- Provide prompt and professional service to all clients who have purchased Proxmox Support Subscriptions through the Partner. This includes basic first-level customer support (e.g., answer installation and/or configuration questions, general operational issues, etc.).

- Promote Proxmox products on their website, including basic product information available to prospective customers, and at least one direct link to the Proxmox website at https://www.proxmox.com

- Comply with all applicable present and future international, national and local laws, ordinances and regulations.

1.2.2 The Partner is entitled to:

- Receive a reseller discount from the retail price on all Proxmox subscription products.

- Use the Proxmox logo on their website (with a link to https://www.proxmox.com).

1.3. Special Rights and obligations depending on the partner level

1.3.1 Authorized reseller

- Price dumping leads to the loss of the authorized reseller status.

- Get basic pre-sales support via https://shop.proxmox.com

- Agrees to resell Proxmox Support Subscriptions to three (3) or more end customers per year.

- Has no annual revenue goal.

1.3.2 Silver partner

- Price dumping leads to the loss of the silver partner status.

- Agrees to resell Proxmox Support Subscriptions to five (5) or more end customers per year.

- Agrees to provide end customer name and contact person on request, including resale invoices.

- Has to reach an annual minimum revenue of EUR 10.000.

- Will get pre-sales support via https://my.proxmox.com

- Is listed in the partner section on the Proxmox website at https://www.proxmox.com including partner company logo and a link to the partners Proxmox landing page.

- Agrees to maintain a Proxmox landing page where Proxmox products and services are explained and promoted.

1.3.3 Gold partner

- Price dumping leads to the loss of the gold partner status.

- Agrees to resell Proxmox Support Subscriptions to ten (10) or more end customers per year.

- Agrees to provide end customer name and contact person on request, including resale invoices.

- Has to reach an annual minimum revenue of EUR 50.000.

- Will get pre-sales support via https://my.proxmox.com

- Is listed in the partner section on the Proxmox website at https://www.proxmox.com including partner company logo and a link to the partners Proxmox landing page.

- Agrees to maintain a Proxmox landing page where Proxmox products and services are explained and listed.

- Has at least one certified technician who has received a Proxmox VE training certificate of completion (Bundle or Advanced training).

1.4. Term and Termination

1.4.1 The term of this Agreement shall be for one (1) year from the date of execution. The agreement automatically renews for each additional year unless terminated by either party under the terms of this agreement.

1.4.2 Both parties may terminate this Agreement without cause at any time by giving thirty (30) days advance written notice (via email). In case of unlawful, fraudulent, dishonest or unprofessional conduct in the Partner's representation of Proxmox, its products and services or a breach of the terms and conditions of this Agreement

Proxmox is entitled to terminate this Agreement without previous notice.

1.4.3 Upon notice of termination the Partner will immediately cease all sales or promotion of the products or services of Proxmox. Likewise, the Partner will as quickly as is reasonably possible remove from their advertising literature, stationery, etc. all references to Proxmox products and services and is no longer entitled to use the Proxmox logo.

1.5. Acknowledgment of Trademarks & Copyrights

1.5.1 The Partner hereby acknowledges and agrees that:

- Proxmox® is a registered trademark of Proxmox Server Solutions GmbH. The trademarks, copyrights, and trade secrets relating to the products and services of Proxmox shall at all times remain the sole and exclusive property of Proxmox Server Solutions GmbH.

- The Partner shall not in any way try to represent the trademarks and copyrights of Proxmox as belonging to the Partner or any other third party. This includes, for example, the unlawful use of the Proxmox trademark in domain names, products, or social media accounts.

- Proxmox hereby grants the Partner the right to use the Proxmox logo and any associated trademarks for the sole reason of the sale, advertising, promotion, marketing, and support of the products and services of Proxmox. In no way Partner shall create confusion among customers about ownership of the marks by using the Proxmox name, symbol, logo, domain names, and related trademarks licensed by Proxmox Server Solutions GmbH.

- It is expressly understood that no license for any other use of these trademarks, copyrights, or trade secrets is created hereunder. The Partner may not use the trademarks owned by Proxmox in any manner that will bring Proxmox, its products or services into disrepute and their use shall be in strict accordance with acceptable business practices.

- The Partner will not modify and sell Proxmox products without prior written notice of Proxmox.

- The Partner agrees not to apply for any trademarks relating to the products and services of Proxmox.

1.6. Confidentiality

1.6.1 Obligations: During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Proxmox or Client ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

1.6.2 Exclusions: Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The

Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement; it gives the Disclosing Party advance notice of the disclosure requirement.

1.7. Miscellaneous

1.7.1 The Partner shall not directly or indirectly transfer or assign, not attempt to transfer or assign, this Agreement, or any right or obligation hereunder.

1.7.2 This Agreement contains the final and complete contract of the parties hereto and such Agreement supersedes all prior oral or written promises, undertakings, understandings or negotiations concerning the subject matter of this Agreement. This Agreement is entered into for the mutual benefit of Proxmox and the Partner and shall be binding upon them.

1.7.3 No alterations or variations of the terms and provisions of this Agreement shall be valid unless made in writing and signed by all of the parties hereto or their successors.

1.7.4 This Agreement shall be deemed severable and if any portion shall be held invalid for any reason, the remainder shall not hereby be invalidated but shall remain in full force and effect. Except as otherwise expressly provided for in this Agreement no failure to exercise or delay in exercising or enforcing any right or remedy under this agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law. In the event of this Agreement being prepared in several parts each of the parties may execute one or more of the parts and the parts so executed shall constitute one Agreement and be binding on the parties as if they had all executed the same document.

2 General Terms and Conditions for the Sale and Delivery of Organizational and Programming Services, Support subscription Services and Permission to Use Software Products - Proxmox Server Solutions GmbH 2021

2.1. Scope and Validity of Contract

2.1.1 This Agreement establishes a framework that will enable Proxmox to provide Software and Services to Client. "Software" means all Proxmox Software products including all modifications, additions or further enhancements delivered by Proxmox. The specific services (the "Services") and/or Software that Proxmox will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Proxmox, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an order placed by Client through Proxmox's online store accessible from a Proxmox website. The parties agree that the terms of this agreement will govern all purchases and use by Client of Software and Services unless otherwise agreed by the parties in writing. The terms and conditions of the buyer are invalid for the legal transaction which is the subject of this contract, as well as for the entirety of our business relations. All offers are subject to change without notice.

2.1.2 Business Partners: Proxmox has entered into agreements with other organizations ("Business Partners") to promote market and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Proxmox confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Proxmox is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

2.1.3 The subject of an order can be:

- Development of an organizational plan
- Macro- and micro-analyses
- Creation of custom-designed programs
- Delivery of library (standard) programs
- Acquisition of rights to use software products
- Acquisition of exclusive rights to use and to exploit software products
- Support at system start-up / support during system changeover
- Program maintenance
- Creation of program carriers
- Other services

2.1.4 Individual organizational plans and programs shall be elaborated in line with the type and scope of the information, documents and accessory aids which have been made available in to by the buyer. Included are customary test data as well as the opportunity to test to the necessary extent, which the buyer shall make available on a timely basis, during normal business hours, and at his expense. If the buyer has already been working in real time in an operating system that is being made available for testing, the responsibility for securing the real data lies with the buyer.

2.1.5 The basis for creating custom-designed programs shall be the written performance specifications that either are provided by the buyer or that the seller writes up, at charge to the buyer, on the basis of documentation and information provided to him by the buyer. This performance catalog is to be inspected by the buyer for correctness and completeness and is to be initialed by him as a sign of his assent. Requests for modifications which are made thereafter can result in separate deadline and price agreements.

2.1.6 For individually created software or program adaptations, it is required that each program be accepted by the buyer at the latest four weeks after delivery by the seller. This acceptance will be confirmed in a record of the transaction by the buyer (inspection for correctness and completeness in line with the performance specifications accepted by the seller on the basis of the test data made available to him, as described in § 2.2). Should the buyer allow four weeks to pass without accepting the program, the

delivered software shall be deemed to have been accepted as at the last day of the stated time period. If the buyer uses the software in real-time operations, the software is thereby deemed to have been accepted by the buyer. Possible defects – deviations from the written performance specifications – are to be reported to the seller with sufficient supporting documentation. The seller shall make efforts to correct the defects as quickly as possible. If there are serious defects that have been reported in writing, i.e., if real-time operations have not commenced or cannot be continued, a renewed acceptance of the work following correction of the deficiency is required. The buyer does not have the right to refuse software because of immaterial defects.

2.1.7 When library (standard) programs have been ordered, the buyer confirms by virtue of the order his knowledge of the scope of performance of the ordered program.

2.1.8 Should it prove in the course of the work to be impossible, actually or legally, to complete the order in line with the performance specifications, it is the responsibility of the seller immediately to inform the buyer thereof. If the buyer does not change the performance specifications accordingly or create the conditions to make completion of the order possible, the seller can reject performance of the order. If the impossibility of carrying out the order is due to an omission on the part of the buyer or to a later change by the buyer in the performance specifications, the seller is entitled to withdraw from the order. The buyer is to reimburse the seller's costs and fees that have come due for the work as well as any dismantling costs.

2.1.9 The shipment of program carriers, documentation, and performance specifications shall be at the expense and risk of the buyer. Should the buyer wish further training and elucidation, these will be billed separately. Insurance will be taken out only at the request of the buyer.

2.2. Performance and Inspection

2.2.1 Reporting: Client will notify Proxmox (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which

Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Proxmox (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of invoice.

2.3. Prices, Taxes and Fees

2.3.1 All prices are in Euro and do not include sales tax. They are valid only for the present order. The quoted prices are ex business domicile or branch office of the seller. The costs of program carriers (e.g., CD's, magnetic tapes, magnetic disks, floppy disks, streamer tapes, magnetic tape cassettes, etc.) as well as any contract fees shall be billed separately.

2.3.2 For library (standard) programs the valid prices are the list prices in effect on the day of delivery. All other services (organizational consultancy, programming, training, support during changeover) will be charged at the rates in effect on the day the services are performed. Deviations from the amount of time calculated as being required for the work (which serves as the basis for the price calculation) and for which the seller is not responsible, shall be charged according to the actual time spent.

2.3.3 The costs for travel, per diem, and overnight accommodation costs shall be invoiced separately to the buyer according to the valid respective rates. Transit time is to be considered as work time.

2.4. Delivery Dates

2.4.1 The seller is to endeavor to keep as closely as possible to the agreed dates for completion of the order.

2.4.2 The targeted completion dates can only then be met if 1) the buyer makes available to the seller in full, on the dates established by the seller, all the necessary preliminary work and documents, especially the performance specifications accepted by him in accordance with § 2.3 and if 2) the buyer fulfills his obligation to cooperate to the extent required. Delays in delivery and cost increases that result from incorrect, incomplete, or subsequently changed data and information or supporting documentation provided to the seller, are not the

responsibility of the seller and cannot result in the seller's being in default of delivery. Additional costs so arising are to be borne by the buyer.

2.4.3 In the case of orders that encompass a number of units or programs, the seller is entitled to make partial deliveries and to submit partial invoices.

2.5. Payment

2.5.1 Where orders encompass a number of units (e.g., computer programs and/or training sessions, completion in stages), the seller is entitled to submit an invoice after the delivery of each unit or service.

2.5.2 Payment on the agreed-upon dates is an essential condition for delivery and for fulfillment of the contract by the seller. Failure on the part of the buyer to comply with the agreed payment schedule entitles the seller to discontinue current work and to withdraw from the contract. All costs connected therewith as well as loss of profit are to be borne by the buyer. In case of delayed payment, interest on payment in arrears will be charged at customary bank rates. In case two consecutive installments are not paid on time, the seller has the right to enforce non-compliance and to call accepted drafts.

2.5.3 The buyer is not entitled to withhold payment because of incomplete total delivery, guarantee or warranty claims, or complaints.

2.6. Copyright and Use

2.6.1 All delivered software packages include an end user license agreement and/or the license terms defining the right of use, distribution and modifications permissions. If no license is included in the software package, the following terms apply.

2.6.2 The seller or his licensors are entitled to all copyrights on the agreed services (programs, documentation, etc.). The buyer obtains only the right to use the software after payment of the agreed remuneration strictly for his own purposes, only with the hardware as specified in the contract, and, in accordance with the number of licenses acquired, simultaneously at different workplaces. By this contract the buyer acquires merely the authorization to use the software. Further distribution of the product by the buyer is not permitted, as per the copyright law. The buyer does not by virtue of participating in the

production of the software acquire any rights beyond its use as set forth in this contract. Any infringement of the copyrights of the seller will result in the right to claim damages, in which case the seller is entitled to full satisfaction.

2.6.3 The buyer is permitted to make copies for archival and data backup purposes only on condition that the software does not contain an express prohibition on the part of the licensor or a third party and that all notices of copyright and ownership are transferred unchanged into these copies.

2.6.4 Should the disclosure of the interfaces be necessary to produce the interoperability of the software covered by this contract, the seller is to request this of the buyer with remuneration of costs. If the seller does not comply with this stipulation and de-compilation follows in accordance with copyright law, the results are to be used exclusively for the production of interoperability. Misuse will result in claims for damages.

2.7. Right of Cancellation

2.7.1 Should the agreed-on date of a delivery be exceeded due solely to the fault or the unlawful conduct of the seller, the buyer is entitled to cancel the contract in question by registered letter if essential parts of the agreed service are not performed within a reasonable grace period and the buyer is in no way at fault.

2.7.2 Force majeure, work conflicts, natural catastrophes, and transportation stoppages, as well as other circumstances that cannot be influenced by the seller relieve the seller of the obligation to deliver or permit him to re-determine the agreed delivery period.

2.8. Representations and Warranties

2.8.1 Proxmox represents and warrants that: (a) it will use reasonable skill and care in providing the Services; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) it has the authority to enter into this Agreement with Client; and (d) to knowledge of Proxmox, Proxmox-branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

2.8.2 Disclaimer of Warranty: Except as expressly provided in section 8.1 or by a third party vendor directly to client under a separate agreement, the services, software and representations, conditions or other terms of any kind and Proxmox excludes all implied warranties to the extent permissible by law (including, without limitation, those of merchantability, sale by description, sale by sample, satisfactory quality, non-infringement and fitness for a particular purpose).

2.8.3 Proxmox does not guarantee or warrant that the use of the services, software or hardware will be uninterrupted, comply with regulatory requirements, and be error free or that Proxmox will correct all software errors. For the breach of the warranties set forth in section 8.1, client´s exclusive remedy, and Proxmox's entire liability, will be the re-performance of deficient services, or if Proxmox cannot substantially correct a breach in a commercially reasonable manner, client may terminate the relevant services and receive a pro rate refund on the fee paid for the deficient services as of the effective date of termination.

2.8.4 The costs for support provided, diagnosis of errors, remedying defects and failures that are the responsibility of the buyer, as well as other corrections, revisions and additions are to be carried out by the seller and the costs charged to the buyer. This is also the case for the remedying of errors when program revisions, additions or other interventions have been carried out by the buyer himself or by a third party.

2.8.5 Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services in such areas.

2.8.6 Furthermore, the seller assumes no warranty for defects, failures or damages that are due to improper use, altered components in the operating system, interfaces and parameters, the use of inappropriate organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (particularly deviations from the installation and storage provisions) or damage during shipment.

2.8.7 For programs that are subsequently altered by programmers of the buyer or by third parties, any existing warranty of the seller's is no longer applicable.

2.9. Limitation of Liability

2.9.1 For all events and circumstances, Proxmox and its affiliates aggregate and cumulative liability arising out of or relating to this agreement and all order forms, including without limitation on account of performance or nonperformance of obligations, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise will be limited to the amount that client paid (or is payable) to Proxmox under the applicable order form giving rise to liability during the twelve (12) months immediately preceding the first event giving arise to liability.

2.9.2 Disclaimer of Indirect Damages

And notwithstanding anything to the contrary contained in this agreement or any order form, in no event will Proxmox or its affiliates be liable to client or its affiliates for: any claim based upon a third party claim, any incidental, consequential, special, indirect exemplary or punitive damages, whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise; or of any damages arising out of or in connection with this agreement and/or any order forms falling within the following categories:
(1) Loss of data
(2) Loss of profit
(3) Loss of savings
(4) Loss or interruption of service
(5) Loss of business or anticipatory profit's
(6) Loss of use or downtime
(7) Loss of or corruption to data or other information or loss or damage to software even if Proxmox or its affiliates have been advised of the possibility of such a loss and/or damage

2.9.3 Disclaimer of Direct Damages

For the avoidance of doubt, the types of loss and/or damage specified in section 9.2 1 to 7 inclusive shall not constitute direct loss for the purposes of this agreement and/or any order form.

2.10. Export

2.10.1 Proxmox may supply Client with technical data that is subject to export control restrictions. Proxmox will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Proxmox may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Proxmox, its Affiliates, Business Partners and/or subcontractors, which may be located worldwide.

2.11. Loyalty

2.11.1 The parties to the contract obligate themselves to reciprocal loyalty. They will not hire away staff or employ, including by way of third parties, staff of the other party to the contract who have worked on the realization of the projects, during the duration of the contract or for 12 months after the end of the contract. A party to the contract in violation of this clause is obliged to pay lump-sum damages in the amount of one annual salary of the employee.

2.12. Protection of Data Privacy, Nondisclosure

2.12.1 Confidentiality: During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information

disclosed by either Proxmox or Client ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

2.12.2 Exclusions: Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement; it gives the Disclosing Party advance notice of the disclosure requirement.

2.12.3 The seller obligates his employees to observe the provisions of Art. 2 §6 of the Austrian Data Privacy Law ("Datenschutzgesetz" (DSG)).

2.12.4 We are committed to protecting your privacy and keeping you informed of how your personal information is used. This Privacy Policy applies to personal information we collect through the proxmox.com website, and other websites which we operate and on which we post a link to this policy. We will only collect and use your personal information in accordance with the current EU General Data Protection Regulation 2018 (GDPR), the Austrian data protection law Datenschutzgesetz (DSG) and the Telekommunikationsgesetz (TKG).

2.13. Other

2.13.1 Should individual terms of this contract be or become inoperative, this will not affect the

remaining terms of this contract. The parties to the contract will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms. Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

2.14. Concluding Terms

2.14.1 Insofar as not otherwise agreed, the statutory regulations applicable to registered merchants are exclusively those in force under Austrian law. This

is the case also when the order is carried out outside of Austria. In case of conflict, it is agreed that only the responsible local court in the seller's place of business has jurisdiction. For sales to consumers within the meaning of the consumer protection law, the above terms are valid only insofar as the consumer protection law does not insist on other conditions.

Proxmox Server Solutions GmbH
Bräuhausgasse 37
1050 Vienna
Austria

office@proxmox.com
www.proxmox.com

Date: Vienna, December 10, 2021

3   Confirmation

Both parties hereby agree to the terms set in the Partner Agreement (point 1) as well as in the General Terms & Conditions (point 2).

For and on behalf of the Partner:

Company name:

Personal name:

Email:

Title/Position:

Date:

Signature:

Max Sitcovsky Santos Pereira

Please email all pages of this signed contract in a single PDF to:

office@proxmox.com

For and on behalf of Proxmox:

Company: Proxmox Server Solutions GmbH

Name: Martin Maurer

Title/Position: CEO

Date, Signature:

Approved partner classification:

☐   Membership Authorized Reseller

☐   Membership Silver Partner

☐   Membership Gold Partner
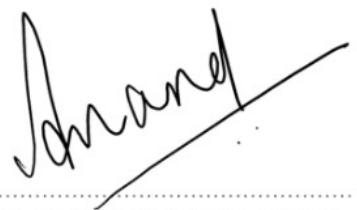
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Anand Eswaran, Chief Executive Officer

COMPLETION DATE   2023-08-04

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in recognition of successful completion of the VMCE Certification

Anand Eswaran
Chief Executive Officer

Completion Date   2025-03-24

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2025

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Anand Eswaran
Chief Executive Officer

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CANDIDATE ID: VMW-02443920X-02429290

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in recognition of successful completion
of all certification requirements

CERTIFICATION DATE: Thursday, May 16, 2019
CANDIDATE ID: VMW-02443920X-02429290

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CERTIFIED PROFESSIONAL

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