This Proofpoint Inc (formerly known as Wombat Security Technologies Inc; “ProofPoint”) software or software application contains computer programs and other proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of this License (the “License”).

This License is a legally binding document between you (meaning the individual person or the entity that the individual represents that has obtained the Software for its internal productive use and not for outright resale) (the “Customer”) and Proofpoint. Unless agrees otherwise in writing, this License governs Customer’s use of the software or software application.

By proceeding with the installation, downloading, use or reproduction of this software or software application, or authorizing any other person to do so, you are representing to RSA and Proofpoint that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this License shall govern your relationship with Proofpoint with regard to the subject matter in this License and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this License.

As used herein “RSA” means (i) RSA Security LLC, if Customer is located in the United States, Mexico or South America; (ii) the local EMC Corporation sales subsidiary, if Customer is located outside the United States, Mexico or South America and in a country in which EMC Corporation has a local sales subsidiary; and (iii) EMC Information Systems International (“EISI”), if Customer is located outside United States, Mexico or South America and in a country in which EMC Corporation does not have a local sales subsidiary). Unless RSA agrees otherwise in writing duly signed by RSA, this License solely governs Customer’s use of the software or software application, except to the extent all or any portion of the software or software application is: (a) the subject of a separate written agreement set forth in a quotation issued by RSA; or (b) governed by Proofpoint’s terms and conditions.

CUSTOMER ACKNOWLEDGES THAT RSA IS LICENSING THE PROOFPOINT SOFTWARE OR SOFTWARE APPLICATION TO CUSTOMER AS A PASS THOUGH RESELLER AND THAT RSA ASSUMES NO LIABILITY FOR ANY PROOFPOINT SOFTWARE, PRODUCTS, SERVICES AND/OR THE USE THEREOF.

If you do not have authority to agree to the terms of this License on behalf of the Customer, or do not accept the terms of this License on behalf of the Customer, immediately cease any further attempt to install, download or use this software or software application for any purpose, and remove any partial or full copies made thereof.

End User License Terms

https://www.wombatsecurity.com/end-user-license-agreement