

## **END USER LICENSE AGREEMENT COMODO DOME SHIELD**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND WAIVER OF CLASS ARBITRATIONS AND CLASS ACTIONS. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PRODUCT. THE “PRODUCT” MEANS COMODO’S DOME SHIELD, INCLUDING ALL OF THE ELECTRONIC FILES, DOCUMENTATION, AND SOFTWARE PROVIDED THEREIN, EXCEPT AS EXPRESSLY STATED HEREIN. BY USING THE PRODUCT, OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT USE THE PRODUCT, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

This end user license agreement (“Agreement”) is between you, or the business entity you represent, (“Subscriber”) and Comodo Security Solutions, Inc., with its principal place of business at 1255 Broad Street, Suite 100, Clifton, New Jersey 07013, United States (hereinafter “Comodo”).

If you are located in the European Economic Area, Comodo Security Solutions, Ltd., which has its principal place of business at Third Floor, 26 Office Village, Exchange Quay, Trafford Road, Salford Manchester M5 3EQ, United Kingdom, is the entity responsible for any data or information that is processed or controlled and associated with this Product.

Each are hereinafter referred to as “Comodo”.

In exchange for Subscriber’s use of the Product, Subscriber agrees as follows:

### **1. License.**

- 1.1. Grant of License. Subject to the limits herein, Comodo grants Subscriber a non-exclusive, non-sublicensable, and revocable license to use the Product, including any documentation and files accompanying the Product, on a single network for the term that Subscriber has paid. Subscriber shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Product. All rights not expressly granted herein are reserved to Comodo. This license grant shall expire at the end of the paid subscription period or at the end of the trial period.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Product is NOT modified in any manner;
  - (ii) the Product is only installed and used in accordance with Subscriber’s network security policies;
  - (iii) Subscriber possesses the necessary authority and power to install and use the Product;
  - (iv) Subscriber promptly pays all license fees when due; and
  - (v) this Agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering the Product, Subscriber must provide accurate information and must update the registration information if it changes. Comodo may limit Subscriber’s ability to use the Product if Subscriber fails to complete a required registration process. Subscriber may also be required to select a username and password. Maintaining the confidentiality of this password and username is Subscriber’s responsibility. Subscriber must notify Comodo immediately of any unauthorized use of Subscriber’s account.
- 1.4. Limited License. The licenses granted herein are only for the number of computers or devices for which Subscriber has paid for the Product. Subscriber can secure additional computers

by obtaining a separate license for each computer or device, which might require an additional fee. Subscriber must have a license for each computer or device that accesses or uses the Product prior to installing or using the Product.

- 1.5. Updates. Comodo is not obligated to provide updates to the Product. If an update is provided and the update is not accompanied by an additional agreement, this Agreement applies to Subscriber's use and installation of the update. The Product may update automatically without notice.
- 1.6. Technical Support. Comodo is not obligated to provide technical or customer support for the Product. In the event technical or customer support is offered or included, Comodo has a right to alter or terminate the support at any time without notice.
- 1.7. Open Source Software. The Product contains open source software ("OSS"), which is licensed to Subscriber by third parties under different licenses than this Agreement. The licenses and notices for OSS contained in the Product can be found in Schedule 1 to this Agreement. To the extent the license for an OSS component grants Subscriber rights to use, copy, or modify the component that are broader than the rights granted in this Agreement, such rights shall take precedence over the rights and restrictions granted in this Agreement solely for that OSS component.
- 1.8. Trial, Free, Evaluation, and Beta. If this Agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Product. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that Subscriber received with this Product, then the term for the licenses granted herein shall be for the term that Subscriber purchased. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card information is required to access a free trial. However, Comodo shall not charge Subscriber's credit card until the trial period has ended. At the end of the trial period, Comodo may bill the credit card for the Product without further notice. Participants in a free trial are not entitled to a 30 day refund period. Subscriber's termination of this Agreement prior to the end of the free trial is required to avoid fees for the Product. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.
- 1.9. DNS Services Upon installation and setup, the Product will reconfigure your DNS settings to point to the Comodo name servers to accept, process, and resolve recursive DNS queries ("Recursive Traffic"). Comodo may re-direct or terminate Recursive Traffic that Comodo, in its sole discretion, determines or considers to be harmful or invalid. You must not disclose the NameServer addresses to any third party who has not accepted this Agreement. You are giving Comodo express permission for the above with use of this Product.

Upon termination of this agreement, you must change your DNS settings away from Comodo's NameServers. Comodo is not required to provide access to alternative services at termination.

## **2. Ownership.**

- 2.1. No Ownership Rights. The Product is being licensed, not sold. Comodo retains all ownership rights in and to the Product, including any intellectual property rights therein.
- 2.2. Copyright. The Product contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to Subscriber herein are expressly reserved by Comodo. Subscriber may not remove any copyright or other proprietary notice of Comodo from the Product.

- 2.3. Content. Content, including files, links, images, and text, made available or accessible through the Product is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This Agreement does not give any rights to such content. Comodo does not endorse any such content. Subscriber accepts all responsibility for security risks and any damage resulting from any content viewed or accessed through the Product, and Comodo is not responsible for any damage or loss caused by Subscriber's use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.
- 2.4. Submissions. Subscriber represents that it has the necessary rights and licenses to any files submitted to Comodo for scanning. Subscriber also represents that its submission of files to Comodo will not violate any third party rights to such files, including intellectual property rights and rights to privacy. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except as noted herein, Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

### 3. Payment.

- 3.1. Comodo Fees. If there is a free version of the Product, it may be used without payment to Comodo. For a paid Product, Subscriber must pay the fee listed on Comodo's website prior to using or accessing the Product or any purchase order for the Product. Free versions and paid versions of the Product are listed on [www.dome.comodo.com](http://www.dome.comodo.com). Comodo may modify fees for a paid version of the Product in its sole discretion. Subscriber's failure to terminate this Agreement after a fee change is posted to Comodo's website constitutes Subscriber's acceptance of the amended prices, which will apply upon Subscriber's renewal of the Product.
- (i) Method of Payment. All Comodo fees must be paid in advance. Comodo may automatically charge the account or credit card provided for renewing subscriptions to the Product. However, Subscriber remains solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Comodo may, without notice, restrict or remove Subscriber's access to the Product.
  - (ii) Rejected Charges. If any charges are rejected by Subscriber's credit card issuer then Comodo may deactivate Subscriber's account until payment is successfully received. Comodo may deactivate any account that has a disputed charge until Comodo, in its sole discretion, determines the dispute resolved.
  - (iii) Billing Issues. Subscriber shall provide Comodo notice of any billing problems or disputes within 60 days after the charge first appears on a statement Subscriber receives from Subscriber's bank, credit card company, or other billing company. Failure to notify Comodo of the problem within the 60 day period is Subscriber's acceptance of the charges. Comodo is not obligated to provide a refund for any unused Product.
- 3.2. Third Party Fees. Subscriber's use of the Product in connection with a third party account may result in other fees, charged by a third party, which are separate from and in addition to fees charged by Comodo. Subscriber agrees that other terms of use and privacy policies may apply to Subscriber's use of the Product in connection with a third party account. Comodo is not responsible for fees charged by third parties. These fees are not charged or billed by Comodo, and should not be paid to Comodo.

### 4. Restrictions.

- 4.1. Lawful Use. The Product is solely for lawful purposes and use. Subscriber is responsible for ensuring that Subscriber's use of the Product is in accordance with this Agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 4.2. Mobile Device Policies. The Product may contain functions allowing Subscriber to set policies for mobile devices. For each mobile device Subscriber includes in such policies, Subscriber represents that it (1) is the owner of the mobile device covered under such policies, or (2) has obtained the mobile device owner's express consent (i) to include the mobile device under such policies, and (ii) for Comodo and Subscriber to collect the information provided for in section 8.2 (Permissions) below.
- 4.3. Compliance. Subscriber shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems or mobile devices; and (6) not use the Product to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- 4.4. Export. Subscriber represents that it is not located in and will not modify, export or re-export, either directly or indirectly, the Product to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and Subscriber must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR SUBSCRIBER'S VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

## **5. Termination.**

- 5.1. Term. This Agreement is effective until terminated by Subscriber or by Comodo. Subscriber may only use the paid Product during the period for which Subscriber has paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.
- 5.2. Termination by Subscriber. For the free Product, Subscriber may terminate this Agreement at any time by removing all copies of the Product in Subscriber's possession or under Subscriber's control. The paid Product may be terminated by removing all copies of any related software and notifying Comodo of Subscriber's intent to terminate this Agreement. Notification of termination must be sent by email to [support@comodo.com](mailto:support@comodo.com). Subscriber's termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.
- 5.3. Termination by Comodo. Comodo may terminate this Agreement at any time by posting notice of the termination on its website or sending an email to the address provided during Subscriber's registration for the Product. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Comodo deems Subscriber's use to be excessive, Comodo may, with email notice, terminate Subscriber's account or adjust the price of the Product.
- 5.4. Events Upon Termination. Upon termination, Subscriber must immediately cease using the Product and delete all copies of any related software found on Subscriber's mobile device and any backup copies made. Upon termination, Comodo may disable further use of the Product without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by

Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to Subscriber. No refunds shall be given for any reason.

## **6. Indemnification.**

- 6.1. Indemnification. Subscriber shall indemnify (i) Comodo, (ii) Comodo's affiliates, and (iii) Comodo's and its affiliate's directors, officers, employees, and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that, directly or indirectly, are based on Subscriber's breach of this Agreement, information provided by Subscriber, or Subscriber's infringement on the rights of a third party.
- 6.2. Indemnification Procedure. Comodo shall notify Subscriber promptly of any demand for indemnification. However, Comodo's failure to notify will not relieve Subscriber from Subscriber's indemnification obligations except to the extent that the failure to provide timely notice materially prejudices Subscriber. Subscriber may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. Subscriber may not settle any claim, action, suit or proceeding related to this Agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.
- 6.3. Additional Liability. Subscriber's indemnification obligations are not Comodo's sole remedy for a breach and are in addition to any other remedies Comodo may have against Subscriber under this Agreement. Subscriber's indemnification obligations survive the termination of this Agreement.

## **7. Disclaimers and Limitation of Liability.**

- 7.1. Internet. Subscriber acknowledges that the Product is subject to the operation and telecommunications infrastructures of the Internet and the operation of Subscriber's Internet connection services, all of which are beyond Comodo's control.
- 7.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO DOES NOT GUARANTEE THAT 1) THE PRODUCT WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 7.3. Damage Limitation. THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE PRODUCT. SUBSCRIBER WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.
- 7.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT IS AT SUBSCRIBER'S OWN RISK. SUBSCRIBER IS SOLELY RESPONSIBLE FOR ITS USE OR POSSESSION OF SUCH DATA OR MATERIAL. COMODO DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL

TRANSFERRED THROUGH ITS PRODUCT AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.

- 7.5. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 7.6. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this Agreement must be brought within one (1) year from the date when the cause of action occurred.

## **8. Privacy.**

- 8.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at: <https://www.comodo.com/repository/privacy-policy.php> when collecting and using information from Subscriber. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.
- 8.2. Permissions. By using the Product, Subscriber expressly gives permission to Comodo and the Product to collect information relating to the following: Subscriber's HTTP/S traffic, URLs visited, external IP addresses, and device name(s). This information is collected to improve the ability of Comodo's products to detect malicious behavior, and to allow the Product to create rule-based actions (such as blocking or allowing) for particular types of traffic/information. In addition, the Product may automatically submit to Comodo any files or programs that are unknown or untrusted, including information on the actions taken by such files. Such files could contain personally identifiable information that has been obtained by any of the identified pending/unrecognized files without your permission. Files of this type are being collected by Comodo only for the purpose of improving the ability of Comodo's products to detect malicious behavior. Subscriber expressly gives permission to Comodo and for the Product to collect and review such information, files, and to upload executable files to a cloud based system for malware analysis. Comodo stores all processed files for further analysis and has access to those files.
- 8.3. Disclosure. Comodo will disclose information where required by a subpoena, interception order or other lawful process. Comodo may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Comodo's rights under this Agreement.
- 8.4. Opt Out. Subscriber may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I ACCEPT", Subscriber affirmatively consents to receiving Comodo's and its affiliates' promotional material.

## **9. Miscellaneous.**

- 9.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Clifton, New Jersey 07013. All notices to Subscriber shall be made by posting the notice on the Comodo website.
- 9.2. Entire Agreement. This Agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of this Agreement.
- 9.3. Modifications. Comodo may amend or discontinue the Product offered under this Agreement in its sole discretion, including modifying renewal license fees, availability, equipment and

software requirements, and limiting or restricting use of Product. Comodo may amend this Agreement to the extent allowed by law. Comodo will give Subscriber notice of these amendments by posting the modified agreement to its website. Subscriber must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes Subscriber's acceptance of the change.

- 9.4. Waiver. A party's failure to enforce a provision of this Agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision of this Agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 9.5. Force Majeure and Internet Frailties. Other than for payment obligations by Subscriber, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 9.6. Arbitration and Governing Law. Subscriber agrees that any dispute, claim or controversy arising out of this Agreement shall be determined by binding arbitration. Before Subscriber may begin arbitration with respect to a dispute involving any aspect of this Agreement, Subscriber shall notify Comodo and any other party to the dispute for the purpose of seeking dispute resolution. The notice to Comodo should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the Commercial Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA"). Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

The laws of the state of New Jersey govern the interpretation, construction and enforcement of this Agreement and all proceedings arising out of it without regard to any conflicts of laws principles. Both parties agree to the exclusive venue and jurisdiction of state or U.S. federal courts located in New Jersey.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are specifically excluded.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND COMODO AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR COMODO WILL SEEK TO HAVE ANY DISPUTE HEARD AS A FEDERAL OR STATE CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATION OR PROCEEDINGS.

- 9.7. Assignment. Subscriber may not assign any of its rights or obligations under this Agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed

an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without Subscriber's consent.

- 9.8. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of this Agreement remains valid and enforceable.
- 9.9. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.
- 9.10. Rights of Third Parties. There are no third party beneficiaries under this Agreement.

## **SCHEDULE 1**

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The following applies to **Boost**:

Boost Software License - Version 1.0 - August 17th, 2003

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The following applies to **Curl**:

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The following applies to **Libsodium**:

#### ISC License

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Frank Denis <j at pureftpd dot org>

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ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

The following applies to **dnscrypt-proxy**:

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This license applies to all parts of dnscrypt-proxy that are not externally maintained libraries.

The externally maintained libraries used by dnscrypt-proxy are:

- libsodium (<https://github.com/jedisct1/libsodium>). 2-clause BSD license. Based on NaCl (<http://nacl.cr.yp.to>), public domain. See src/libsodium/{COPYING,AUTHORS}.
- libevent (<http://libevent.org/>). 3-clause BSD license. See src/libevent/LICENSE.

#### **Licenses for Android Application:**

Squareup Retrofit2 2.3.0

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Squareup Okhttp3 3.8.1

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PhilJay MPAndroidChart 3.0.2

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Timber 4.5.1

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strongSwan 5.6

<http://www.gnu.org/licenses/gpl-2.0.html>

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ATTN: Accounting  
Comodo Security Solutions, Inc.  
1255 Broad Street  
Clifton, NJ 07013  
United States

In your email and along with your check please include your name, address, telephone number, email address, the Comodo product name, and the specific open-source software components. Your request will be processed once Comodo receives both your email and your check.

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