



**Free Download Components  
/Third Party Terms and Conditions**

InfoMaker Installer 2019 R3

DOCUMENT ID: DC48772-01-1254-06

LAST REVISED: December 2020

Copyright © Appeon. All rights reserved.

**This publication pertains to Appeon software and to any subsequent release until otherwise indicated in new editions or technical notes. Information in this document is subject to change without notice. The software described herein is furnished under a license agreement, and it may be used or copied only in accordance with the terms of that agreement.**

**Upgrades are provided only at regularly scheduled software release dates. No part of this publication may be reproduced, transmitted, or translated in any form or by any means, electronic, mechanical, manual, optical, or otherwise, without the prior written permission of Appeon Limited.**

**Appeon and other Appeon products and services mentioned herein as well as their respective logos are trademarks or registered trademarks of Appeon Limited.**

**SAP and other SAP products and services mentioned herein as well as their respective logos are trademarks or registered trademarks of SAP and SAP affiliate company.**

**Java and all Java-based marks are trademarks or registered trademarks of Oracle and/or its affiliates in the U.S. and other countries.**

**Unicode and the Unicode Logo are registered trademarks of Unicode, Inc.**

**All other company and product names mentioned may be trademarks of the respective companies with which they are associated.**

**Use, duplication, or disclosure by the government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of DFARS 52.227-7013 for the DOD and as set forth in FAR 52.227-19(a)-(d) for civilian agencies.**

**Appeon Limited, 1/F, Shell Industrial Building, 12 Lee Chung Street, Chai Wan District, Hong Kong.**

## Contents

<b>Free Download Components /Third Party Terms and Conditions .....</b>	<b>1</b>
<b>1 Free Download Components in Appeon Installer .....</b>	<b>4</b>
<b>2 Attachment: SharpZipLib License.....</b>	<b>5</b>
<b>3 Attachment: The Code Project Open License (CPOL) 1.02.....</b>	<b>6</b>
<b>4 Attachment: NETStandard Copyright.....</b>	<b>10</b>
<b>5 Attachment: Microsoft Software License Terms.....</b>	<b>12</b>
<b>6 Attachment: MIT License .....</b>	<b>15</b>
<b>7 Attachment: libcurl Copyright.....</b>	<b>16</b>

# 1 Free Download Components in Appeon Installer

InfoMaker Installer 2019 R3 incorporates the following open source and free download components.

## SharpZipLib

Components: ICSharpCode.SharpZipLib.dll. This component is provided under the MIT License (a copy of which is at [Attachment: SharpZipLib License](#)).

## MyDownloader

Components: MyDownloader\_src.zip. This component is provided under the Code Project Open License (CPOL) 1.02 (a copy of which is at [Attachment: MyDownloader License](#)).

## Netstandard

Components: netstandard.dll. This component is provided under the MIT License (a copy of which is at [Attachment: NETStandard Copyright](#))

## WindowsAPICodePack

Components: Microsoft.Windows.APICodePack.dll. This component is provided under the Microsoft Software License Terms (a copy of which is at [Attachment: WindowsAPICodePack License](#))

## Microsoft projects

Components:

Microsoft.Bcl.AsyncInterfaces.dll

System.Memory.dll

System.Numerics.Vectors.dll

System.Runtime.ComilerServices.Unsafe.dll

System.Text.Encodings.Web.dll

System.Text.Json.dll

System.Threading.Tasks.Extensions.dll

System.ValueTuple.dll

These components are provided under the MIT License (a copy of which is at [Attachment: MIT License](#))

## libcurl

Components: libcurl. This component is provided under the MIT License (a copy of which is at [Attachment: libcurl Copyright](#))

## 2 Attachment: SharpZipLib License

Copyright © 2000-2018 SharpZipLib Contributors

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE

FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR

OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

# 3 Attachment: The Code Project Open License (CPOL)

## 1.02

### Preamble

This License governs Your use of the Work. This License is intended to allow developers to use the Source Code and Executable Files provided as part of the Work in any application in any form.

The main points subject to the terms of the License are:

Source Code and Executable Files can be used in commercial applications;

Source Code and Executable Files can be redistributed; and

Source Code can be modified to create derivative works.

No claim of suitability, guarantee, or any warranty whatsoever is provided. The software is provided "as-is".

The Article(s) accompanying the Work may not be distributed or republished without the Author's consent

This License is entered between You, the individual or other entity reading or otherwise making use of the Work licensed pursuant to this License and the individual or other entity which offers the Work under the terms of this License ("Author").

### License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CODE PROJECT OPEN LICENSE ("LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE AUTHOR GRANTS YOU THE RIGHTS CONTAINED HEREIN IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THE TERMS OF THIS LICENSE, YOU CANNOT MAKE ANY USE OF THE WORK.

### Definitions.

"Articles" means, collectively, all articles written by Author which describes how the Source Code and Executable Files for the Work may be used by a user.

"Author" means the individual or entity that offers the Work under the terms of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works.

"Executable Files" refer to the executables, binary files, configuration and any required data files included in the Work.

"Publisher" means the provider of the website, magazine, CD-ROM, DVD or other medium from or by which the Work is obtained by You.

"Source Code" refers to the collection of source code and configuration files used to create the Executable Files.

"Standard Version" refers to such a Work if it has not been modified, or has been modified in accordance with the consent of the Author, such consent being in the full discretion of the Author.

"Work" refers to the collection of files distributed by the Publisher, including the Source Code, Executable Files, binaries, data files, documentation, whitepapers and the Articles.

"You" is you, an individual or entity wishing to use the Work and exercise your rights under this License.

Fair Use/Fair Use Rights. Nothing in this License is intended to reduce, limit, or restrict any rights arising from fair use, fair dealing, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

License Grant. Subject to the terms and conditions of this License, the Author hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

You may use the standard version of the Source Code or Executable Files in Your own applications.

You may apply bug fixes, portability fixes and other modifications obtained from the Public Domain or from the Author. A Work modified in such a way shall still be considered the standard version and will be subject to this License.

You may otherwise modify Your copy of this Work (excluding the Articles) in any way to create a Derivative Work, provided that You insert a prominent notice in each changed file stating how, when and where You changed that file.

You may distribute the standard version of the Executable Files and Source Code or Derivative Work in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution.

The Articles discussing the Work published in any form by the author may not be distributed or republished without the Author's consent. The author retains copyright to any such Articles. You may use the Executable Files and Source Code pursuant to this License but you may not repost or republish or otherwise distribute or make available the Articles, without the prior written consent of the Author.

Any subroutines or modules supplied by You and linked into the Source Code or Executable Files of this Work shall not be considered part of this Work and will not be subject to the terms of this License.

Patent License. Subject to the terms and conditions of this License, each Author hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, import, and otherwise transfer the Work.

Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

You agree not to remove any of the original copyright, patent, trademark, and attribution notices and associated disclaimers that may appear in the Source Code or Executable Files.

You agree not to advertise or in any way imply that this Work is a product of Your own.

The name of the Author may not be used to endorse or promote products derived from the Work without the prior written consent of the Author.

You agree not to sell, lease, or rent any part of the Work. This does not restrict you from including the Work or any part of the Work inside a larger software distribution that itself is being sold. The Work by itself, though, cannot be sold, leased or rented.

You may distribute the Executable Files and Source Code only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Executable Files or Source Code You distribute and ensure that anyone receiving such Executable Files and Source Code agrees that the terms of this License apply to such Executable Files and/or Source Code. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute the Executable Files or Source Code with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License.

You agree not to use the Work for illegal, immoral or improper purposes, or on pages containing illegal, immoral or improper material. The Work is subject to applicable export laws. You agree to comply with all such laws and regulations that may apply to the Work after Your receipt of the Work.

Representations, Warranties and Disclaimer. THIS WORK IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OR GUARANTEES. YOU, THE USER, ASSUME ALL RISK IN ITS USE, INCLUDING COPYRIGHT INFRINGEMENT, PATENT INFRINGEMENT, SUITABILITY, ETC. AUTHOR EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, OR THAT THE WORK (OR ANY PORTION THEREOF) IS CORRECT, USEFUL, BUG-FREE OR FREE OF VIRUSES. YOU MUST PASS THIS DISCLAIMER ON WHENEVER YOU DISTRIBUTE THE WORK OR DERIVATIVE WORKS.

Indemnity. You agree to defend, indemnify and hold harmless the Author and the Publisher from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal or attorneys' fees) resulting from or relating to any use of the Work by You.

Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE AUTHOR OR THE PUBLISHER BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK OR OTHERWISE, EVEN IF THE AUTHOR OR THE PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Termination.

This License and the rights granted hereunder will terminate automatically upon any breach by You of any term of this License. Individuals or entities who have received Derivative Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 6, 7, 8, 9, 10 and 11 will survive any termination of this License.

If You bring a copyright, trademark, patent or any other infringement claim against any contributor over infringements You claim are made by the Work, your License from such contributor to the Work ends automatically.

Subject to the above terms and conditions, this License is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, the Author reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any

such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

**Publisher.** The parties hereby confirm that the Publisher shall not, under any circumstances, be responsible for and shall not have any liability in respect of the subject matter of this License. The Publisher makes no warranty whatsoever in connection with the Work and shall not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. The Publisher reserves the right to cease making the Work available to You at any time without notice

#### Miscellaneous

This License shall be governed by the laws of the location of the head office of the Author or if the Author is an individual, the laws of location of the principal place of residence of the Author.

If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed herein. There are no understandings, agreements or representations with respect to the Work not specified herein. The Author shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Author and You.

## 4 Attachment: NETStandard Copyright

The MIT License (MIT)

Copyright (c) .NET Foundation and Contributors

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.



## 5 Attachment: Microsoft Software License Terms

License: Custom License

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS API CODE PACK FOR MICROSOFT .NET FRAMEWORK

---

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

---

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

### 1. INSTALLATION AND USE RIGHTS.

- You may use any number of copies of the software to design, develop and test your programs that run on a Microsoft Windows operating system.
- This agreement gives you rights to the software only. Any rights to a Microsoft Windows operating system (such as testing pre-release versions of Windows in a live operating environment) are provided separately by the license terms for Windows.

### 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Distributable Code. You may modify, copy, and distribute the software, in source or compiled form, to run on a Microsoft Windows operating system.

ii. Distribution Requirements. If you distribute the software, you must

- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- if you modify the software and distribute such modified files, include prominent notices in such modified files so that recipients know that they are not receiving the original software;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs or to your modifications to the software.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the software;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- include the software in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of the software so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - the code be disclosed or distributed in source code form; or
  - others have the right to modify it.

3. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement.

4. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see <<http://www.microsoft.com/exporting>>.

5. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

6. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

7. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

8. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

9. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune

indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

## 6 Attachment: MIT License

MIT License

Copyright (c) \_\_\_\_\_

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

## 7 Attachment: libcurl Copyright

The MIT License (MIT)

Copyright (c) 2015 Andreas Rumpf

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.