The POMA 2.0 Software License is a legal agreement, governed by the laws of Switzerland, between an end user (the "*Licensee*"), either an individual or an entity, and Dr. Peter Güntert (the "*Licensor*"). The program package POMA 2.0 (copyright (c) 2002 by Peter Güntert) for simulation of NMR pulse sequences, comprising all computer programs, source code, license keys, documentation, example data and other files delivered to the *Licensee*, as well as any copies, modifications or derivative works made by the *Licensee*, are hereinafter referred to collectively as the "*Software*". A derivative work is any software that contains one or several parts of the *Software* in original or modified form. If the *Licensor* provides the *Licensee* with updates of the *Software*, these will become part of the *Software* and will be controlled by this license.

1.  The *Licensor* grants to the *Licensee* a non-exclusive, non-transferable, permanent license to install and use the *Software* on computer systems located at the site of the *Licensee*'s organization. However, a violation of any of the clauses of this license agreement by the *Licensee* shall terminate automatically and with immediate effect the *Licensee*'s right to install, use or store the *Software* in any form. Use of the *Software* is restricted to the *Licensee* and to direct collaborators who are members of the organization of the *Licensee* at the site of the *Licensee* and who accept the terms of this license. The *Licensee* shall neither use the *Software* to produce other software that duplicates functionality of the *Software* nor translate source code of the *Software* into another programming language.

2.  The *Licensor* retains at all times ownership of the *Software* delivered to the *Licensee*. Any modifications or derivative works based on the *Software* are considered part of the *Software*, and ownership thereof is retained by the *Licensor*. All parts of the *Software* must carry the copyright notice, will be controlled by this license, and will be promptly destroyed by the *Licensee* upon termination of this license.

3.  The *Licensee* shall not disclose in any form the *Software* or any modifications or derivative works based on the *Software* to third parties without prior written authorization from the *Licensor*.

4.  The *Licensee* agrees that the *Software* has been developed in connection with academic research projects and is provided "as is". The *Licensor* disclaims all warranties with regard to the *Software* or any of its results, including any implied warranties of merchantability or fitness for a particular purpose. In no event shall the *Licensor* be liable for any damages, however caused, including, without limitation, any damages arising out of the use of the *Software*, loss of use of the *Software*, or damage of any sort to the *Licensee*.

5.  The *Licensee* agrees that any reports or publications of results obtained with the *Software* will acknowledge its use by the appropriate literature citation: Güntert, P., Schaefer, N., Otting, G. and Wüthrich, K. (1993). POMA, a complete Mathematica implementation of the NMR product operator formalism. *J. Magn. Reson. A* **101**, 103-105.