

END USER LICENSE AGREEMENT

Last updated 18.09.2025

SILVARSTAR VR Tool is licensed to You (End-User) by Empa (Eidgenössische Materialprüfungs- und Forschungsanstalt), located at Überlandstrasse 129, 8600 Dübendorf, Switzerland ("Licensor"), for use only under the terms of this License Agreement.

By downloading the Licensed Application, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement. The Licensor reserves all rights not expressly granted to You.

TABLE OF CONTENTS

- [1. THE APPLICATION](#)
- [2. SCOPE OF LICENSE](#)
- [3. TECHNICAL REQUIREMENTS](#)
- [4. NO MAINTENANCE OR SUPPORT](#)
- [5. LIABILITY](#)
- [6. WARRANTY](#)
- [7. LEGAL COMPLIANCE](#)
- [8. CONTACT INFORMATION](#)
- [9. TERMINATION](#)
- [10. APPLICABLE LAW](#)
- [11. MISCELLANEOUS](#)

1. THE APPLICATION

SILVARSTAR VR Tool ("Licensed Application") is a piece of software created to for the VR playback of train pass-bys. The tool was created within the EU research project SILVARSTAR by Empa in collaboration with Bandara VR GmbH (Zürich, Switzerland). This tool should be used in combination with the SILVARSTAR Auralisation Tool, which generates the audio files that need to be imported in the VR tool. All the input parameters for the simulated train pass-by scenarios need to be specified and written in a JSON file which in turn has to be loaded in the VR Tool in order to playback the audio-visual stimuli.

2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application for non-commercial purposes on any Devices that You (End-User) own or control.

2.2 This license will also govern any updates of the Licensed Application provided by Licensor that replace, repair, and/or supplement the first Licensed Application, unless a separate license is provided for such update, in which case the terms of that new license will govern.

2.3 You may not share or make the Licensed Application available to third parties (unless with Empa's prior written consent), sell, rent, lend, lease or otherwise redistribute the Licensed Application.

2.4 Should You use the Licensed Application for a publication, within a project or for other research or teaching purposes, You are required to credit Empa as the rights owner of the Licensed Application. You are also obliged to cite the following reference in any such use:

Pieren, R., Georgiou, F., Squicciarini, G., & Thompson, D. J. (2026). Auralisation of train pass-bys for virtual reality demonstration of combined noise mitigation measures. Applied Acoustics, 242, 111063. <https://doi.org/10.1016/j.apacoust.2025.111063>

2.5 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof (except with Empa's prior written consent).

2.6 You may not copy (excluding when expressly authorized by this license) or alter the Licensed Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

2.7 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.8 Licensor reserves the right to modify the terms and conditions of licensing.

2.9 Nothing in this license should be interpreted to restrict third-party terms. When using the Licensed Application, You must ensure that You comply with applicable third-party terms and conditions.

3. TECHNICAL REQUIREMENTS

3.1 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications of the software.

3.2 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. NO MAINTENANCE OR SUPPORT

4.1 Empa is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Licensed Application.

5. LIABILITY

5.1 Licensors take no accountability or responsibility for any damages caused by using the Licensed Application and/or damages caused by any results generated with the Licensed Application. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

5.2 You are herewith informed that the Licensed Application produces audio output files and that it is Your responsibility to set the audio output from headphones or loudspeakers to an appropriate level, which is not harmful to the human ear. Licensors are not liable for any harm that can be caused due to exposure to high levels of sound.

6. WARRANTY

6.1 Licensors warrant that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensors do not provide any further warranty.

6.2 No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Empa's sphere of influence that affect the executability of the Licensed Application.

6.3 You are required to inspect the Licensed Application immediately after installing it and notify Empa about issues discovered without delay. The defect report will be taken into consideration and further investigated if it has been emailed within a period of ten (10) days after discovery.

6.4 If we confirm that the Licensed Application is defective, Empa reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

6.5 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

7. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and that You are not listed on any US Government list of prohibited or restricted parties.

8. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application,

Empa
Überlandstrasse 129
8600 Dübendorf
Switzerland
reto.pieren@empa.ch

9. TERMINATION

Your rights under this license will terminate automatically and without notice from Empa if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

10. APPLICABLE LAW

This License Agreement is governed by the laws of Switzerland excluding its conflicts of law rules.

11. MISCELLANEOUS

11.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

11.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.