

# End User License Agreement

Master Agreement for all Tyrus software products

Version 1.3 | Effective 2026-09-16

## BINDING AGREEMENT

This is a binding legal agreement. Please read it before checking the acceptance box on the free-license request page. If anything here is unclear, contact [angel@tyrus.dk](mailto:angel@tyrus.dk) before proceeding; checking the box means you accept all of it, in full.

## GOVERNING LANGUAGE

This document is drafted and maintained in **English**. The English version is the sole authoritative and legally binding text. The **Romanian** and **Danish** versions below are provided as courtesy translations for convenience only and are not legally binding. In the event of any conflict, ambiguity, or discrepancy between versions, the English text prevails and controls.

## 1. Acceptance of these Terms

By checking the acceptance box on the free-license request page for a specific Tyrus product, and/or by downloading, installing, activating, or using that product in any way (the "Software", as identified in the Product Schedule applicable to your license, for example `manager.php`), you ("Licensee", "you") agree to be legally bound by this End User License Agreement ("Agreement", "EULA") in full,

together with the applicable Product Schedule. If you do not agree to every term below, you must not download, install, activate, or use the Software. Your acceptance is recorded together with your email address, IP address, a timestamp, the product requested, and the EULA version in effect at that moment (Section 16), and constitutes your electronic signature to this Agreement.

---

## 2. Definitions

**"Software"** means the specific Tyrus product identified in the Product Schedule applicable to your license (for example, `manager.php`), including all updates, patches, and any accompanying documentation for that product. **"Product Schedule"** means the product-specific terms set out in a dedicated section at the end of this Agreement; a Product Schedule applies in addition to Sections 1-17, and where it conflicts with Sections 1-17, the Product Schedule governs, but only for the product it names. **"Licensor"**, **"I"**, **"Tyrus"** means Andrei Angel Țîru, trading as Tyrus, based in Vamdrup, Denmark. **"Licensee"**, **"you"** means the individual or entity accepting this Agreement. **"Licensed Domain"** means the single domain name entered at activation, to which the License Key is bound. **"License Key"** means the unique code issued to activate the Software on the Licensed Domain. **"Free License"** means a license issued at no cost through the applicable free-license request process, subject to this Agreement in full.

---

## 3. Grant of License

Subject to full compliance with this Agreement and payment of any applicable fee (none, for the Free License), Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and run exactly one (1) copy of the Software on

exactly one (1) Licensed Domain. This license does not permit use on any other domain, subdomain treated separately by the Software, staging environment, or installation, without a separate, validly issued License Key for that domain. All rights not expressly granted in this Section are reserved by Licensor.

---

## **4. Ownership and Intellectual Property**

The Software, including without limitation its source code, object code, structure, sequence and organization, business logic, algorithms, license-validation and integrity-verification mechanisms, user interface, visual design, and all related documentation (together, the "Protected Elements"), is and remains the sole and exclusive property of Licensor, protected by copyright, trade secret, and other applicable intellectual property laws. This Agreement grants Licensee only the limited right of use described in Section 3. No ownership right, title, or interest in the Software or in any Protected Element is transferred to Licensee under any circumstance.

---

## **5. Restrictions on Use**

Licensee shall not, and shall not permit any third party to:

- copy the Software beyond what is strictly necessary for its intended installation and one (1) backup copy;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying logic of the Software, except to the limited extent this restriction is expressly prohibited by mandatory applicable law;
- remove, alter, or obscure any copyright, trademark, or other proprietary notice, or any license-validation or integrity-verification code embedded in the Software;

- redistribute, sublicense, rent, lease, lend, sell, or otherwise transfer the Software or any License Key to any third party;
- install, activate, or use the Software on any domain other than the Licensed Domain without a separate, validly issued License Key;
- incorporate, adapt, or use the Software, in whole or in part, to build, train, or improve a competing product or service;
- circumvent, disable, tamper with, or attempt to bypass the license validation, heartbeat, domain-matching, or integrity-verification mechanisms described in Section 6;
- use the Software, or knowledge gained from inspecting it, to build a substantially similar product by copying its business logic, workflow, structure, or visual design ("clone").

Any of the above constitutes a material breach of this Agreement and is addressed in Sections 7 and 12.

---

## **6. License Validation, Heartbeat, and Integrity Monitoring**

The Software periodically communicates with Licensor's servers to validate the License Key against the Licensed Domain, verify the integrity of the installed code against the version issued by Licensor, and record that the license is in active use ("heartbeat"). This communication includes the Licensed Domain, Software version, and the originating IP address; it does not access, transmit, or store the contents of files managed through the Software. By using the Software, Licensee consents to this automated technical communication, which exists solely to enforce Sections 3 and 5 of this Agreement. A domain mismatch or a failed integrity check may result in automatic suspension of the license, as described in Section 7.

---

## **7. Term, Suspension, and Termination**

This Agreement takes effect upon acceptance and continues until terminated as described here. Licensor may automatically suspend or terminate the license, without prior notice, upon detecting a violation of Section 5 (including a domain mismatch or a failed integrity check). Licensor may also terminate this Agreement immediately upon any other material breach. Upon suspension or termination, Licensee must immediately cease all use of the Software and destroy all copies in its possession or control. Sections 4, 9, 10, 11, 12, 13, and 14 survive any termination of this Agreement.

---

## **8. Free License: No Fee, Same Protections**

A license issued at no cost through the free-license request process ("Free License") is a full proprietary license under this Agreement, subject to the identical restrictions and protections set out above. Providing the Free License at no cost does not place the Software in the public domain, release it as open-source or freeware, or waive any right described in this Agreement.

---

## **9. Confidentiality of the License Key**

Licensee is solely responsible for keeping its License Key confidential and must not share it with any third party. Licensor is not responsible for any consequence arising from Licensee's failure to safeguard its License Key, including any activity resulting from an unauthorized party obtaining it, without prejudice to Licensor's rights under Sections 5, 7, and 12.

---

## 10. Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSEE USES THE SOFTWARE ENTIRELY AT ITS OWN RISK. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. Nothing in this Section excludes or limits any statutory right that cannot lawfully be excluded or limited under mandatory law applicable to Licensee.

---

## 11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE LICENSE (ZERO, FOR THE FREE LICENSE). LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA, PROFITS, OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation applies to Licensor only and does not limit Licensee's liability described in Section 12.

---

## 12. Breach, Damages, and Injunctive Relief

Licensee acknowledges that unauthorized copying, redistribution, resale, or reproduction of the Software's Protected Elements, including its business logic, structure, and design, causes harm to Licensor that is difficult to quantify and that monetary damages alone may not

adequately remedy. Accordingly, in addition to any other remedy available at law or in equity, Licensor is entitled to seek injunctive or other equitable relief to prevent or restrain any actual or threatened breach of Sections 4 or 5, without the necessity of posting a bond, to the extent permitted by applicable law. In the event of such a breach, Licensor may separately pursue actual damages, including lost profits and the reasonable cost of enforcement, to the extent recoverable under applicable law.

---

### **13. Indemnification**

Licensee agrees to indemnify and hold Licensor harmless from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees, to the extent recoverable under applicable law) arising out of Licensee's breach of this Agreement or unauthorized use of the Software.

---

### **14. Governing Law and Jurisdiction**

This Agreement is governed by the laws of Denmark, without regard to its conflict-of-law principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Denmark, without prejudice to Licensor's right to seek enforcement, recognition, or interim relief before the courts of any jurisdiction where Licensee is located or where an infringement occurs.

---

### **15. Severability**

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be

---

deemed replaced by a valid provision that most closely reflects the original intent.

---

## 16. Entire Agreement and Amendments

This Agreement, together with the version identifier (EULA\_VERSION) and timestamp recorded at the moment of acceptance, constitutes the entire agreement between Licensee and Licensor regarding the licensing of the Software, and supersedes any prior understanding on this subject. Licensor may revise this Agreement for future licenses; such changes apply prospectively and do not alter the terms already accepted by an existing Licensee, whose rights and obligations remain governed by the version they accepted, as recorded at that time.

---

## 17. Contact

Questions about this Agreement can be sent to [angel@tyrus.dk](mailto:angel@tyrus.dk).

---

## Product Schedule A: manager.php

This Schedule sets out terms specific to `manager.php` and applies only to a license for that product, in addition to Sections 1–17 above.

**Product:** `manager.php`, a PHP file manager delivered as one self-contained PHP file. The editor and runtime assets required by the application are embedded in that file.

**Installation and runtime profile:** no Composer, npm, or database installation dependency. No third-party runtime CDN is required.

**Licensing model:** per domain, as described in Section 3. One License Key applies to one Licensed Domain.

**Communications with Tyrus:** communications with Licensor are limited to license validation, integrity verification, and heartbeat as

described in Section 6. The contents of files managed through the Software are not transmitted to Licensor.

**License covered by this Schedule:** Free License (issued through the free-license request process), subject to this Agreement in full.

Schedules for future Tyrus products will be added below as separate entries. Each remains governed by Sections 1-17 unless its own Schedule expressly provides otherwise.