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(c)   any licence keys for Software licensed to the Licensee will be immediately deactivated and destroyed by the Licensor; and

(d)   nothing herein shall be construed to release either party from any obligation that arose prior to the effective date of such termination.

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5.   MULTI SITE FUNCTIONALITY

5.1   The Software permits the Licensee to manage multiple installations of the BackupAssist Software (**"BackupAssist"**) which are used by the Licensee.

5.2   In order to remotely manage a BackupAssist installation, the Licensee, in respect of that installation (**"Active Client"**):

(a)   must be running BackupAssist v8 or a later version of the Software;

(b)   must have designated that Active Client, or a different Active Client, to act as a Site Controller (for more information on the Site Controller functionality, please visit www.backupassist.com); and

(c)   together with the purchase of the licence to use BackupAssist, the Licensee must have purchased a "BackupCare" or "Upgrade Protection" subscription from the Licensor, or alternatively have purchased a SAAS Licence (**"Support Subscription"**) for the Active Client. If the Support Subscription for a Site Controller or Active Client expires, then the Licensor may in its discretion, limit the ability or functionality of the Software to remotely manage that particular Site Controller or Active Client.

5.3   The Software will communicate with each Site Controller operated by the Licensee, which will in turn allow the Software to remotely manage each Active Client. The actual functionality offered by the Software (including in relation to remotely managing Active Clients) will be as specified by the Licensor from time to time.

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(b)   the transfer of data may not be secure;

(c)   allowing that transfer of data may open up communication ports on the Licensed System or an Active Client or Site Controller which may not be secure, and which may result in the security of their Licensed System, and computer systems generally, being compromised; and

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        (ii) the repair of the goods;

      (iii)   the payment of the cost of replacing the goods or of acquiring equivalent goods; or

      (iv)   the payment of the cost of having the goods repaired; and

  (b)   in the case of services:

      (i)   the supplying of the services again; or

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