



# **Synology DiskStation DS411+**

## **Quick Installation Guide**

# Table of Contents

## Chapter 1: Before You Start

Package Contents .....	3
Safety Instructions .....	4

## Chapter 2: Hardware Setup

Tools and Parts for Hard Disk Installation .....	5
Install Hard Disks .....	5
Turn On Server .....	9




## Chapter 3: Install Firmware

Install from Windows .....	10
Install from Mac OS X .....	12
Install from Linux .....	13
Learn More .....	16






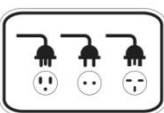
# Before You Start

Before you start setting up DiskStation, please check the package contents to verify that you have received the items below. Please also read the safety instructions carefully before use to prevent your DiskStation from any damages.

## Package Contents

Main Unit x 1		AC power cord x 1
		
		AC power adapter x 1
		
Cable lock x 1	2M RJ-45 LAN cable x 1	Installation CD x 1
		
Screws for 3.5" hard drives x 18	Screws for 2.5" hard drives x 18	Screws for securing hard disk trays x 8
		

## Safety Instructions

	Keep away from direct sunlight and away from chemicals. Make sure the environment does not experience abrupt changes in temperature or humidity.
	Keep Synology product upright. Do not lay it down horizontally.
	Do not place the Synology product close to any liquid.
	Before cleaning, unplug the power cord first. Wipe Synology product with damp paper towels. Do not use chemical or aerosol cleaners to clean it.
	Do not place the Synology product on a cart, table, or desk, which is not stable to avoid the product from falling over.
	The power cord must plug in to the right supply voltage. Make sure that the supplied AC voltage is correct and stable.

# Hardware Setup

## Tools and Parts for Hard Disk Installation

---

- A screwdriver
- At least one 3.5" SATA hard disk  
(Please visit [www.synology.com](http://www.synology.com) for compatible hard disk models.)

**Warning:** If you install a hard disk that contains data, system will format the hard disk and erase all data. If you need the data in the future, please back it up before installation.

## Install Hard Disks

---

1. Remove the four screws fixed on the back cover.



2. Put the back cover down carefully.



3. Lift the upper case and then pull it out.

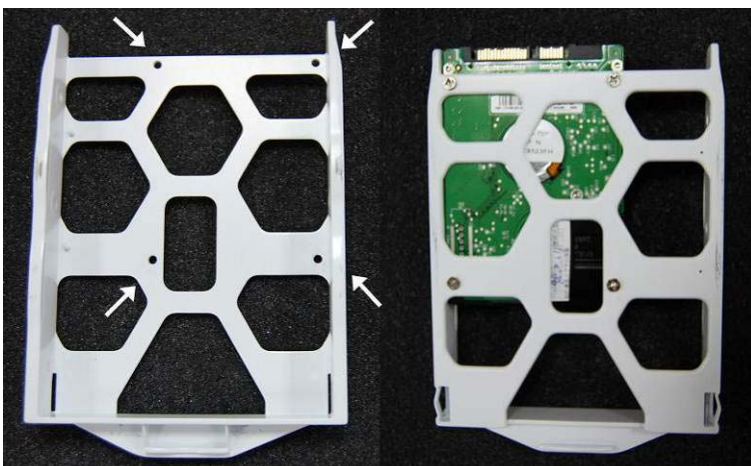


4. You will see four hard disk trays. Pull one hard disk tray out.

- If you are using 3.5" hard disks, place the hard disk into the hard disk tray. Secure the hard disk on the two sides with the 4 screws (for securing 3.5" hard drives) provided.



- If you are using 2.5" hard disks, align the hard disk with the 4 smaller holes on the hard disk tray, and secure the hard disk from the bottom with the screws (for securing 2.5" hard drives) provided.



5. Put the hard disk tray back in the DiskStation and repeat step 4 for each hard disk. Make sure the hard disk trays are pushed all the way to the back.



6. Attach the upper case and slide it back.





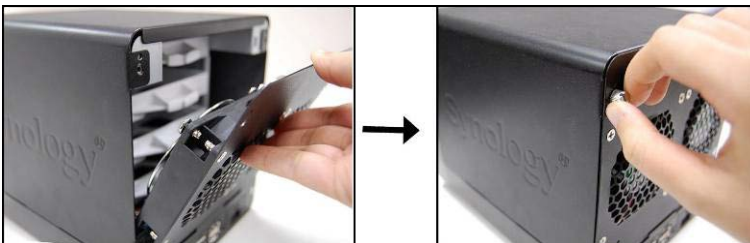
7. Place the upper case back to its position.



8. Attach the cable lock to the corresponding hole above the power port on the back cover. Make sure the cable lock is hooked on the inner side of the back cover.



9. Close the back cover and fix it with the four screws.





## Turn On Server

---

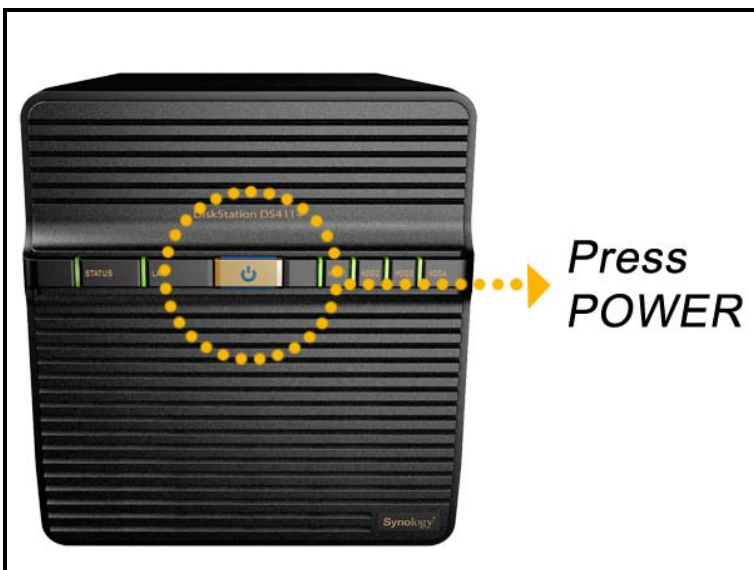
1. Connect the AC adapter to the power port, and fix the cable to the cable lock. Then plug the power cord into a power socket.



2. Connect the RJ-45 cable to the server and connect the other end to your switch/hub/router.



3. Remove the plastic wraps on the front panel. Press the Power button on the front panel to turn on the server.

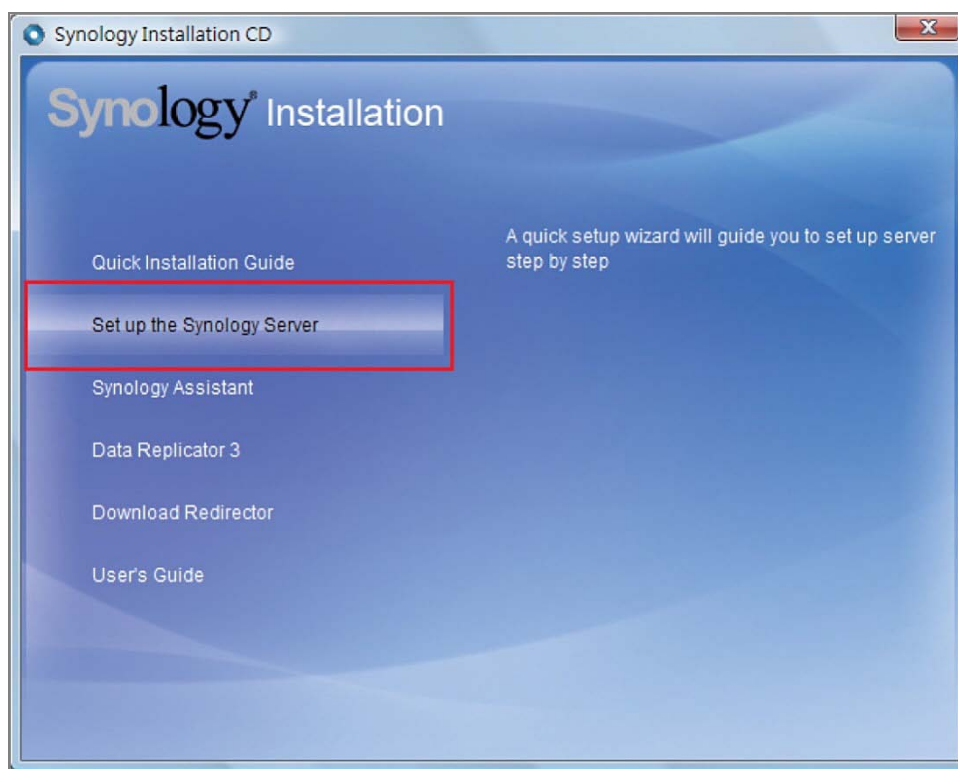


# Install Firmware

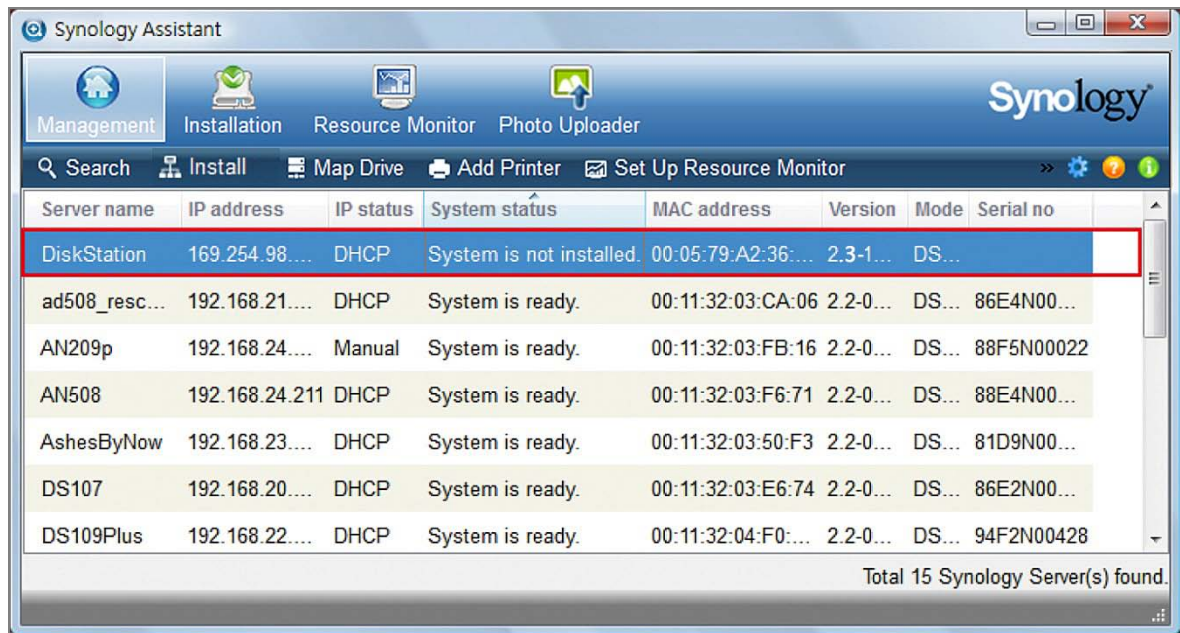
On a network computer, follow the steps in this chapter to install the system firmware for your DiskStation. After the firmware is installed, you can manage all features of your DiskStation by logging into the DiskStation Manager with a web browser.

## Install from Windows

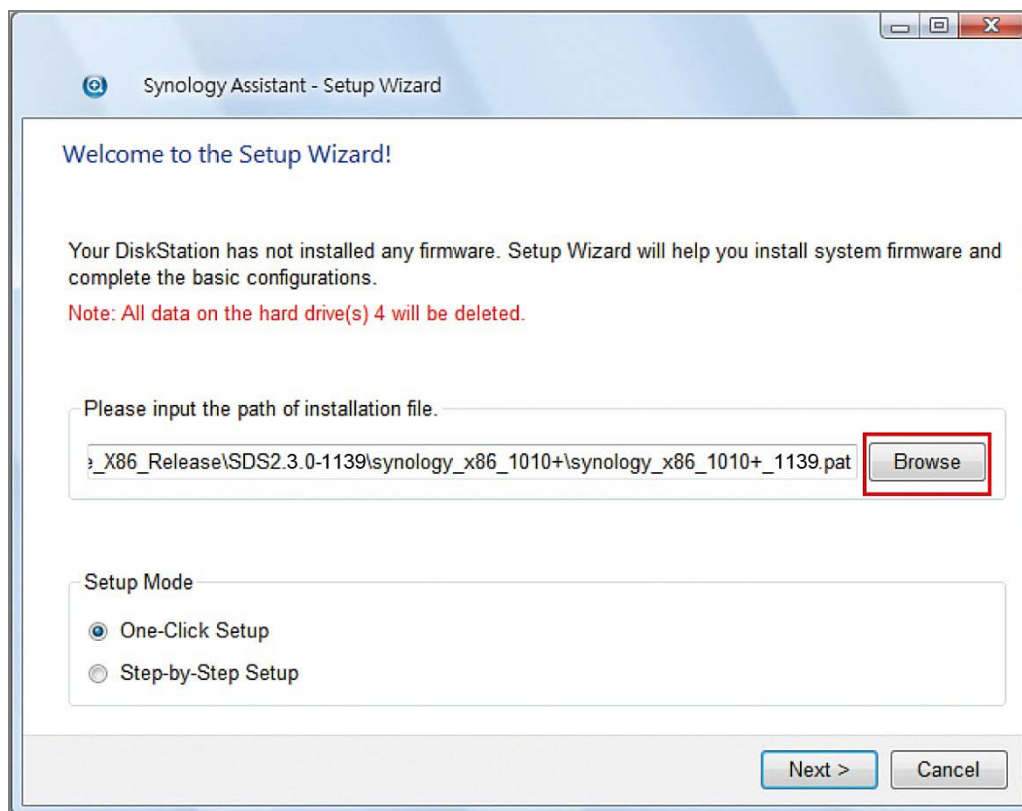
1. Insert the installation CD into your computer, and then choose **Set up the Synology Server** from the autorun menu.



2. After Synology Assistant opens, double-click your DiskStation from the server list.



3. Click **Browse** to select the “.pat” installation file in the installation CD.



4. Follow the onscreen instructions to complete the setup process.

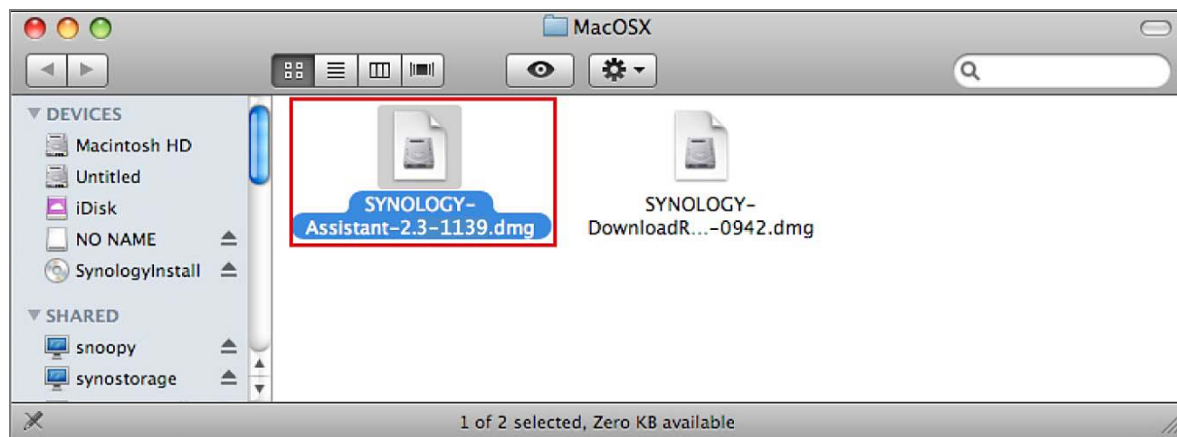
**Note:** If you choose **One-Click Setup**, the default **admin** password for your DiskStation Manager will be blank.

## Install from Mac OS X

1. Insert the installation CD into your computer, and then double-click the **SynologyInstall** icon on the desktop.



2. In the window that appears, double-click the **MacOSX** folder, and then double-click **Synology Assistant-2.3-[number].dmg**.

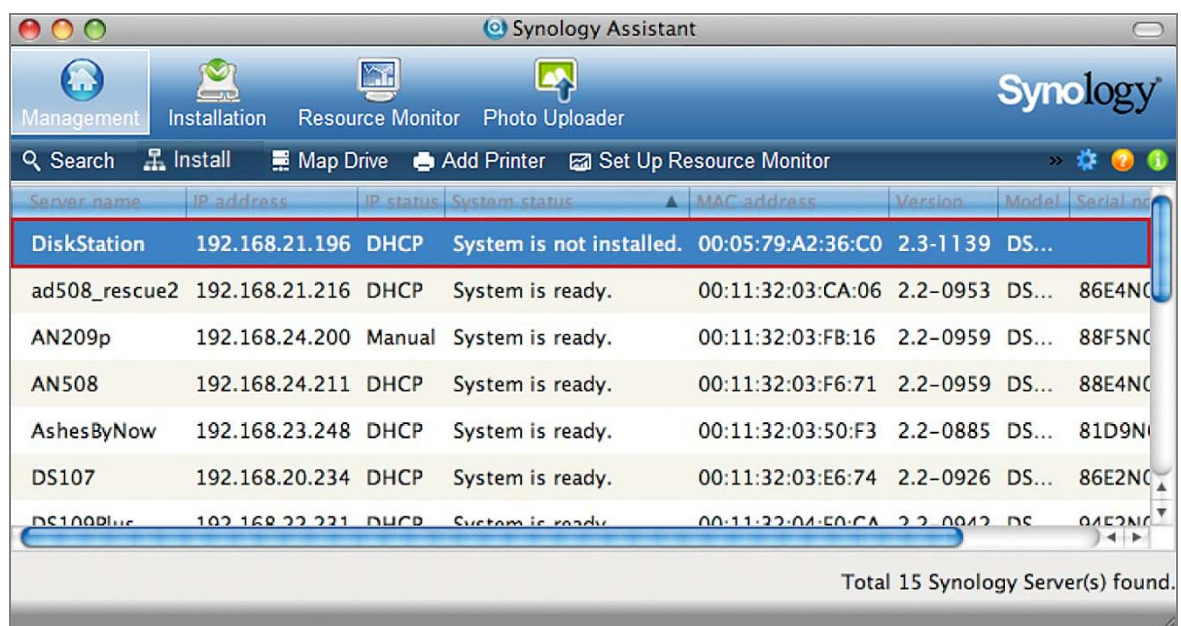


3. Double-click the **Synology Assistant.app** in the window that appears.

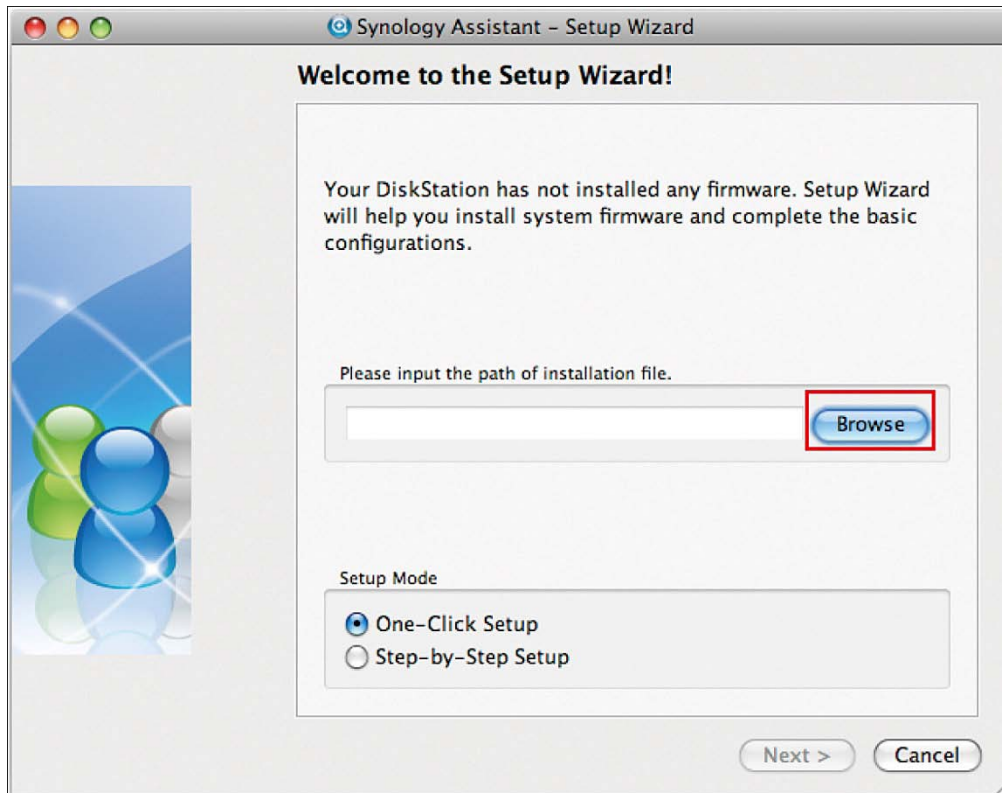


Synology Assistant.app

4. After Synology Assistant opens, double-click your DiskStation from the server list.



5. Click **Browse** to select the “.pat” installation file in the installation CD.



6. Follow the onscreen instructions to complete the setup process.

**Note:** If you choose **One-Click Setup**, the default **admin** password for your DiskStation Manager will be blank.

## Install from Linux

The Linux version is optimized for **Ubuntu** distribution version 8 and 9. You can still try installation on other Linux distributions (for evaluation purpose only).

### Install and Run Synology Assistant

You can install and run Synology Assistant using the command lines or the GUI.

#### If you want to install using the command lines:

Run the script **install.sh** in the **Linux** folder of the installation CD, which will guide you through the steps below.

1. Remove the beta version of Synology Assistant (if any).

```
sudo rm -rf /usr/local/Synology /usr/local/bin/SynologyAssistant
```

2. Extract **SynologyAssistant-2.3-[number].tar.gz** to the directory you want, such as “/usr/local” or “.”

```
tar -C ./ -zxvf SynologyAssistant-2.3-[number].tar.gz
```

3. If you are using 64bit Ubuntu, install the 32bit libraries.

```
sudo apt-get install ia32-libs
```

4. Create the shortcut to **/usr/local/bin**.

```
sudo ln -sf /path/install/SynologyAssistant/SynologyAssistant \
/usr/local/bin/SynologyAssistant
```



5. To run Synology Assistant, you can either use the following command:

```
/path/install/SynologyAssistant/SynologyAssistant
```

Or run the shortcut:

```
/usr/local/bin/SynologyAssistant
```

If `/usr/local/bin` exists in your environment variable `$PATH`, just type:

```
SynologyAssistant
```

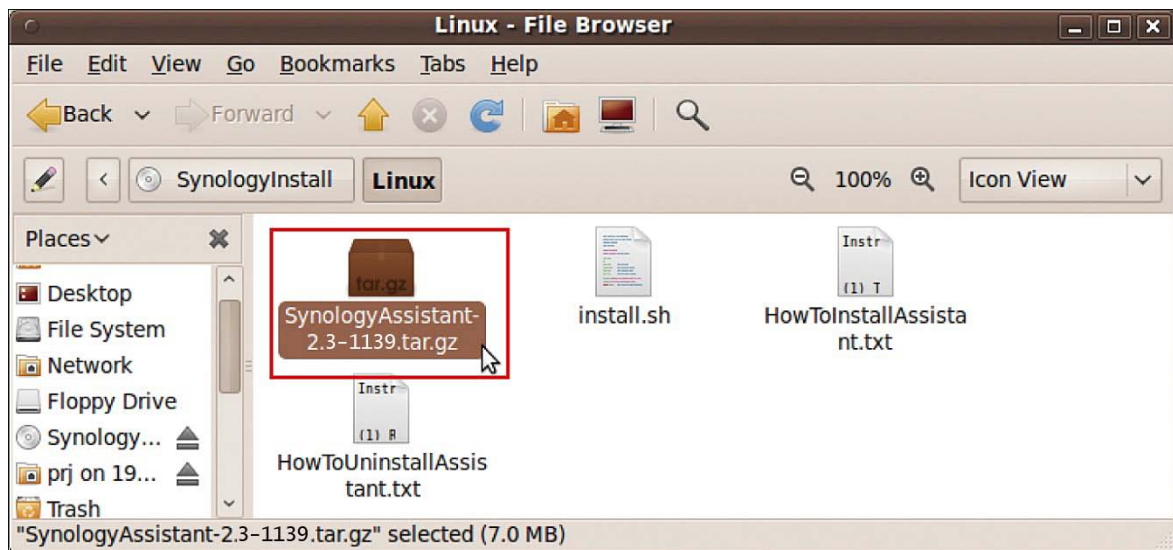
**If you want to install using the GUI:**

1. Go to `/usr/local` and `/usr/local/bin` and delete the following folders (if any):  
**Synology, SynologyAssistant**
2. Insert the installation CD into your computer, and then double-click the SynologyInstall icon on the desktop.

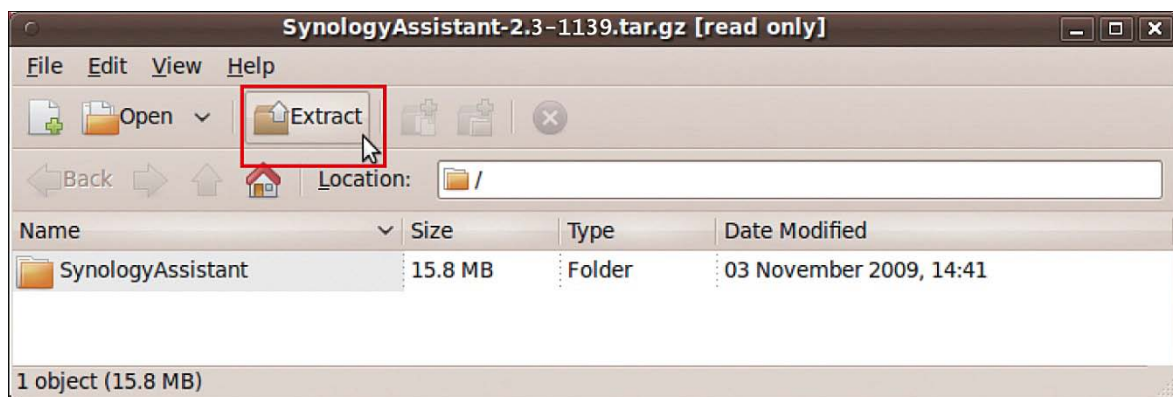


SynologyInstall

3. In the File Browser window that appears, double-click the Linux folder, and then double-click Synology Assistant-2.3-[number].tar.gz.



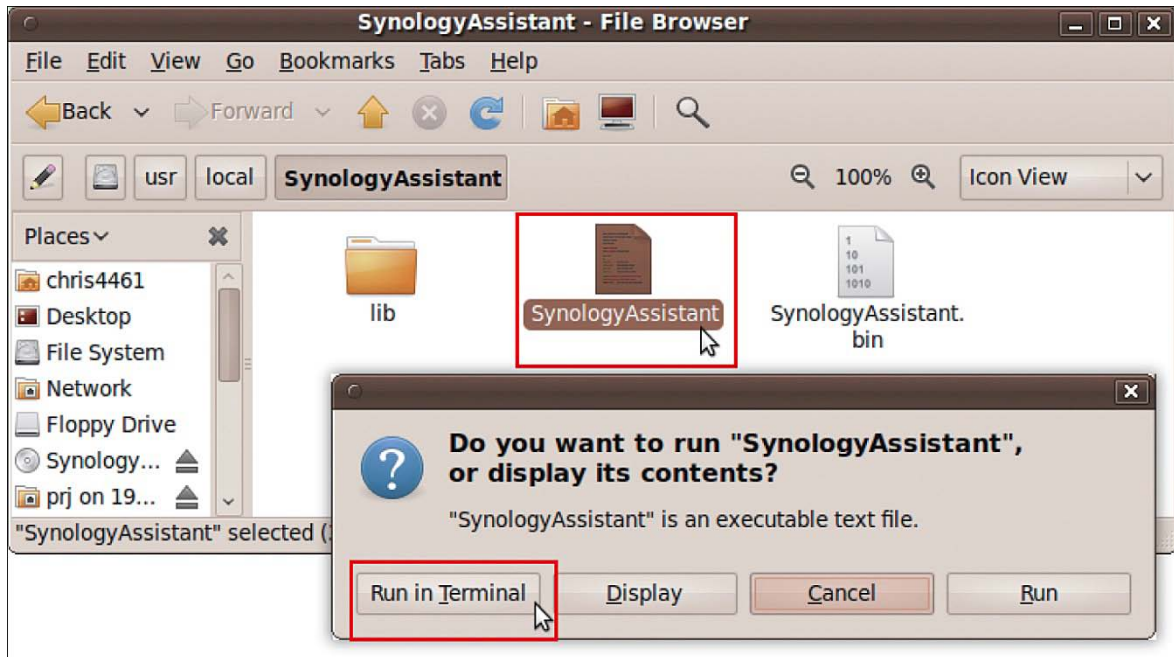
4. Click **Extract**, and then extract the **SynologyAssistant** directory to `/usr/local` or any other path.



**Important:** If you are using 64bit Ubuntu, you have to install the 32bit libraries before proceeding. To install, type the following command in Terminal:

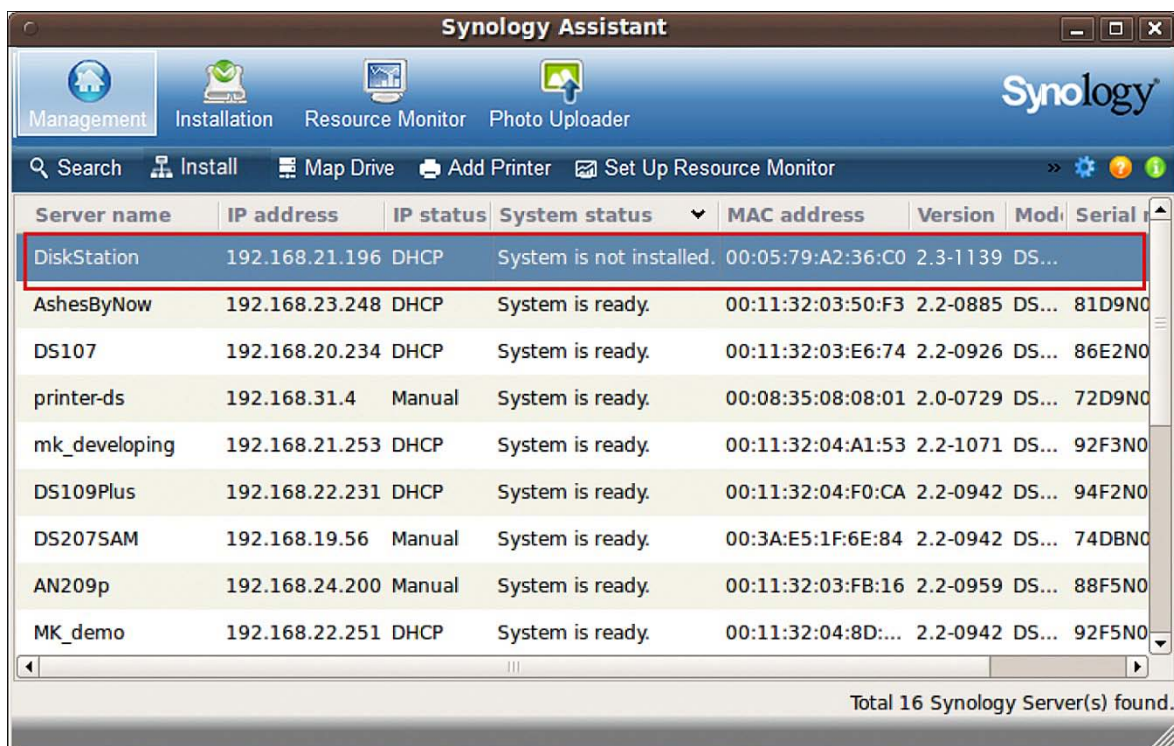
```
sudo apt-get install ia32-libs
```

5. Go to `/usr/local/SynologyAssistant` (or [the path you just specified]/SynologyAssistant), double-click **SynologyAssistant**, and then select **Run in Terminal** in the dialog box that appears.



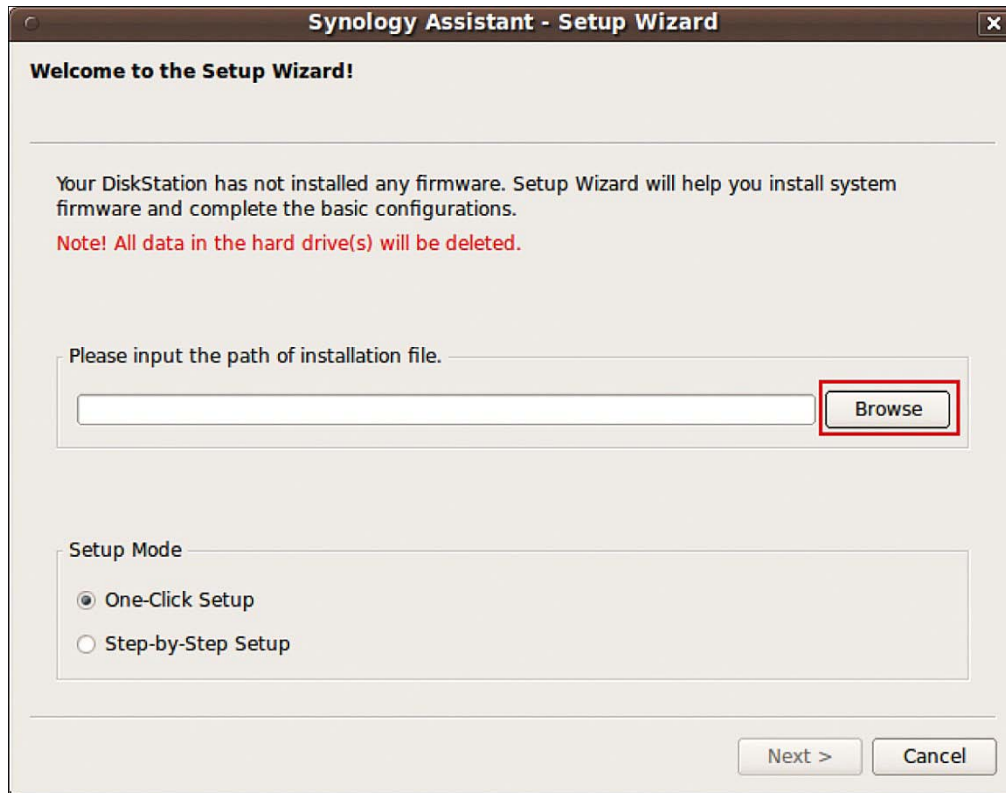
## Install DiskStation Firmware

1. After Synology Assistant opens, double-click your DiskStation from the server list.





2. Click **Browse** to select the “.pat” installation file in the installation CD.



3. Follow the onscreen instructions to complete the setup process.

**Note:** If you choose **One-Click Setup**, the default **admin** password for your DiskStation Manager will be blank.

## Learn More

---

Congratulations! Your DiskStation is set up now. When you have completed the setup process, the LED light for Status should be blinking orange. Log into DiskStation Manager and create a storage volume. Refer to Synology DiskStation User's Guide to learn more. For more information or online resources about your DiskStation, please visit [www.synology.com](http://www.synology.com).

**SYNOLOGY, INC.**  
**END USER LICENSE AGREEMENT**

IMPORTANT—READ CAREFULLY: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND SYNOLOGY, INC. AND ITS AFFILIATES, INCLUDING SYNOLOGY AMERICAN CORP, (COLLECTIVELY, "SYNOLOGY") FOR ANY SYNOLOGY SOFTWARE, TOGETHER WITH ANY OTHER ASSOCIATED FIRMWARE, MEDIA, PRINTED MATERIALS AND "ONLINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE "SOFTWARE") AVAILABLE FOR DOWNLOAD AT [WWW.SYNOLOGY.COM](http://WWW.SYNOLOGY.COM) OR PROVIDED WITH OR INSTALLED ON A SYNOLOGY PRODUCT (THE "PRODUCT").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY OPENING THE PACKAGE CONTAINING THE SOFTWARE, INSTALLING THE SOFTWARE NOT OTHERWISE PRE-INSTALLED BY SYNOLOGY ON A PRODUCT OR OTHERWISE USING A PRODUCT THAT INCLUDES PRE-INSTALLED SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT OPEN THE BOX CONTAINING THE PRODUCT, INSTALL THE SOFTWARE OR USE THE PRODUCT CONTAINING THE SOFTWARE. INSTEAD, YOU MAY RETURN THE PRODUCT TO THE RESELLER WHERE YOU PURCHASED IT FOR A REFUND IN ACCORDANCE WITH THE RESELLER'S APPLICABLE RETURN POLICY.

**Section 1. Limited Software License.** Subject to the terms and conditions of this EULA, Synology grants you a limited, non-exclusive, non-transferable, personal license to install, run and use one copy of the Software on the Product solely in connection with your authorized use of the Product.

**Section 2. Documentation.** You may make and use a reasonable number of copies of any documentation provided with the Software; provided, that such copies will only be used for internal business purposes and are not to be republished or redistributed (either in hard copy or electronic form) to any third party.

**Section 3. Backup.** You may make a reasonable number of copies of the Software for backup and archival purposes.

**Section 4. Updates.** Any software provided to you by Synology or made available on the Synology web site at [www.synology.com](http://www.synology.com) ("Web Site") that updates or supplements the original Software is governed by this EULA unless separate license terms are provided with such updates or supplements, in which case, such separate terms will govern.

**Section 5. License Limitations.** The license set forth in Section 1 applies only to the extent you have ordered and paid for the Product and it states the entirety of your rights with respect to the Software. Synology reserves all rights not expressly granted to you in this EULA. Without limiting the foregoing, you will not, and you will not authorize or permit any third party to: (a) use the Software for any purpose other than in connection with the Product; (b) license, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Software or use the Software in any commercial hosted or service bureau environment; (c) reverse engineer, decompile, disassemble or attempt to discover the source code for or any trade secrets related to the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (d) adapt, modify, alter, translate or create any derivative works of the Software; (e) remove, alter or obscure any copyright notice or other proprietary rights notice on the Product; or (f) circumvent or attempt to circumvent any methods employed by Synology to control access to the components, features or functions of the Product or Software.

**Section 6. Open Source.** The Software may contain components licensed to Synology under the GNU General Public License ("GPL Components"), currently available at <http://www.gnu.org/licenses/gpl.html>. The terms of the GPL will control solely with respect to the GPL Components to the extent that this EULA conflicts with the requirements of the GPL with respect to your use of the GPL Components, and, in such event, you agree to be bound by the GPL with respect to your use of such components.

**Section 7. Audit.** Synology will have the right to audit your compliance with the terms of this EULA. You agree to grant access to Synology to facilities, equipment, books, records

and documents and to otherwise reasonably cooperate with Synology in order to facilitate any such audit.

**Section 8. Ownership.** The Software is valuable property of Synology and its licensors and is protected by copyright and other intellectual property laws and treaties. Synology or its licensors own all right, title and interest in and to the Software and all copyright and other intellectual property rights in the Software.

**Section 9. Limited Warranty.** Synology warrants that for a period of ninety (90) days after either your (a) installation of the Software on Products that do not include pre-installed Software or (b) use of a Product that includes pre-installed Software, as applicable, (the "Warranty Period"), the Software will substantially conform to Synology's published specifications for the Software, if any, or otherwise set forth on the Web Site. Synology will use commercially reasonable efforts to, in Synology's sole discretion, either correct any such nonconformity in the Software or replace any Software that fails to comply with the foregoing warranty, provided that you give Synology written notice of such noncompliance within the Warranty Period. The foregoing warranty does not apply to any noncompliance resulting from any: (w) use, reproduction, distribution or disclosure not in accordance with this EULA; (x) any customization, modification or other alteration of the Software by anyone other than Synology; (y) combination of the Software with any product, services or other items provided by anyone other than Synology; or (z) your failure to comply with this EULA.

**Section 10. Support.** During the Warranty Period, Synology will make available to you the support services. Following the expiration of the applicable Warranty Period, support for Software may be available from Synology upon written request.

**Section 11. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, SYNOLOGY AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS. SYNOLOGY AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, SYNOLOGY DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS.

**Section 12. Disclaimer of Certain Damages.** IN NO EVENT WILL SYNOLOGY OR ITS LICENSORS BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR

INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF SYNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 13. Limitation of Liability.** SYNOLOGY'S AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES YOU MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of warranties, disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. To the extent that those laws apply to this EULA, the exclusions and limitations set forth above may not apply to you.

**Section 14. Export Restrictions.** You acknowledge that the Software is subject to U.S. export restrictions. You agree to comply with all applicable laws and regulations that apply to the Software, including without limitation the U.S. Export Administration Regulations.

**Section 15. U.S. Government License Rights.** All Software provided to the U.S. Government is provided with the commercial license rights and restrictions described in this EULA. By installing, copying or using the Software, the U.S. Government agrees that the Software is "commercial computer software" or "commercial computer software documentation" within the meaning of FAR Part 12.

**Section 16. Termination.** Without prejudice to any other rights, Synology may terminate this EULA if you do not abide by the terms and conditions contained herein. In such event, you must cease use of the Software and destroy all copies of the Software and all of its component parts.

**Section 17. Assignment.** You may not transfer or assign your rights under this EULA to any third party. Any such transfer or assignment in violation of the foregoing restriction will be void.

**Section 18. Applicable Law.** Unless expressly prohibited by local law, this EULA is governed by the laws of the State of Washington, U.S.A. without regard to any conflict of law principles to the contrary. The 1980 U.N. Convention on Contracts for the International Sale of Goods or any successor thereto does not apply.

**Section 19. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Warranty, the Software or services provided by Synology with respect to the Software or the relationship between you and Synology

will be resolved exclusively and finally by arbitration under the current commercial rules of the American Arbitration Association if you reside in the United States, except as otherwise provided below. In such cases, the arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute between you and Synology. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held in King County, Washington, U.S.A. by submission of documents, by telephone, online or in person as determined by the arbitrator at the request of the parties. The prevailing party in any arbitration or legal action occurring within the United States or otherwise shall receive all costs and reasonable attorneys' fees, including any arbitration fee paid by the prevailing party. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. You understand that, in the absence of this provision, you would have had a right to litigate any such dispute, controversy or claim in a court, including the right to litigate claims on a class-wide or class-action basis, and you expressly and knowingly waives those rights and agrees to resolve any disputes through binding arbitration in accordance with the provisions of this Section 19. If you do not reside within the United States, any dispute, controversy or claim described in this Section shall be finally resolved by arbitration conducted by three neutral arbitrators in accordance with the procedures of the R.O.C. Arbitration Law and related enforcement rules. The arbitration shall take place in Taipei, Taiwan, R.O.C., and the arbitration proceedings shall be conducted in English or, if both parties so agree, in Mandarin Chinese. The arbitration award shall be final and binding on the parties and may be enforced in any court having jurisdiction. Nothing in this Section shall be deemed to prohibit or restrict Synology from seeking injunctive relief or seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this EULA relating to Synology's intellectual property rights.

**Section 20. Attorneys' Fees.** In any arbitration, mediation, or other legal action or proceeding to enforce rights or remedies under this EULA, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, costs and reasonable attorneys' fees.

**Section 21. Severability.** If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this EULA will remain in full force and effect.

**Section 22. Entire Agreement.** This EULA sets forth the entire agreement of Synology and you with respect to the Software and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral. No amendment, modification or waiver of any of the provisions of this EULA will be valid unless set forth in a written instrument signed by the party to be bound thereby.

**SYNOLOGY, INC.**  
**LIMITED PRODUCT WARRANTY**

THIS LIMITED WARRANTY ("WARRANTY") APPLIES TO THE PRODUCTS (AS DEFINED BELOW) OF SYNOLOGY, INC. AND ITS AFFILIATES, INCLUDING SYNOLOGY AMERICA CORP, (COLLECTIVELY, "SYNOLOGY"). YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS WARRANTY BY OPENING THE PACKAGE CONTAINING AND/OR USING THE PRODUCT. IF YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY, DO NOT USE THE PRODUCT. INSTEAD, YOU MAY RETURN THE PRODUCT TO THE RESELLER WHERE YOU PURCHASED IT FOR A REFUND IN ACCORDANCE WITH THE RESELLER'S APPLICABLE RETURN POLICY.

**Section 1. Definitions.** (a) "Category I Product" means Synology product models RS810+, RS810RP+, and RX410 (b) "Category II Product" means Synology product models DS1010+, DS710+, DS509+, DS508, RS409RP+, RS409+, RS409, RS408-RP, RS408, RS407, DX510, DX5 and RX4. (c) "Category III Product" means all other Synology product models purchased by Customer after March 1, 2008. (d) "Category IV Product" means all other Synology product models purchased by Customer before February 29, 2008. (e) "Customer" means the original person or entity purchasing the Product from Synology or an authorized Synology distributor or reseller. (f) "Product" means a Category I Product, Category II Product, Category III Product, or Category IV Product and any hardware incorporated into the product by Synology and any accompanying documentation. (g) "Software" means the Synology proprietary software that accompanies the Product when purchased by Customer, is downloaded by Customer at the Web Site, or is pre-installed on the Product by Synology, and includes any firmware, associated media, images, animations, video, audio, text and applets incorporated into the software or Product and any updates or upgrades to such software. (h) "Warranty Period" means: (i) the period commencing on the date the Product is purchased by Customer and ending (1) five years after such date for Category I Products; (2) three years after such date for Category II Products; or (3) two years after such date for Category III Products; or (4) one year after such date for Category IV Products. (i) "Web Site" means the Synology web site located at [www.synology.com](http://www.synology.com).

**Section 2. Limited Warranty and Remedies**

**2.1 Limited Warranty.** Subject to Section 2.7, Synology warrants to Customer that each Product (a) will be free of material defects in workmanship and (b) under normal use will perform substantially in accordance with Synology's published specifications for the Product during the Warranty Period. Synology warrants the Software as set forth in the accompanying end user license agreement provided with the Product, if any.

**2.2 Product Registration.** Customers may register Products with Synology and may obtain the manufacturing date for Category I Products, Category II Products and Category III Products at the Web Site. The failure to register a Product at the Web Site will not diminish the warranty rights set forth in Section 2.1. Synology is not responsible for Customer's failure to identify the manufacturing date of any Product.

**2.3 Exclusive Remedy.** If Customer gives notice of noncompliance with any of the warranties set forth in Section 2.1 within the applicable Warranty Period in the manner set forth below, then, upon verification of the noncompliance by Synology, Synology will, at Synology's option: (a) use commercially reasonable efforts to repair the Product, or (b) replace the noncomplying Product or part thereof upon return of the complete Product in accordance with Section 2.4. The foregoing sets forth Synology's entire liability and Customer's sole and exclusive remedy for any breach of warranty under Section 2.1 or any other defect or deficiency in the Product. Customer will reasonably assist Synology to diagnose and validate any nonconformity with the Product. The warranty set forth in Section 2.1 does not include: (1) any warranty relating to the Software; (2) physical installation or removal of the Product from

Customer's site; (3) visits to Customer's site; (4) labor necessary to effect repairs or replace defective parts other than during Synology's or its contracted service providers' normal local business hours, exclusive of weekends and service providers' holidays; (5) any work with any third party equipment or software; (6) any warranty of the hard disk if installed by Customer or any other third party; or (7) any warranty of compatibility with the hard disk.

**2.4 Return.** Any Product returned by Customer under Section 2.3 must be assigned a Return Merchandise Authorization ("RMA") number by Synology before shipment and must be returned in accordance with Synology's then current RMA procedures. Customer may contact any authorized Synology distributor or reseller or Synology Support to obtain assistance in obtaining an RMA, and must provide proof of purchase and product serial number when asking for such assistance. For warranty claims, Customer must return the complete Product to Synology in accordance with this Section 2.4 to be eligible for coverage under this Warranty. Any Product returned without an RMA number, or any Product that has been disassembled (except under the direction of Synology) will be refused and returned to Customer at Customer's expense. Any Product that has been assigned a RMA number must be returned in the same condition as it was received from Synology to the address designated by Synology, freight pre-paid, in packaging sufficient to protect the contents thereof and with the RMA number prominently displayed on the outside of the box. Customer is responsible for insurance and risk of loss with respect to returned items until they are properly received by Synology. A Product issued a RMA number must be returned within fifteen (15) days after issuance of the applicable RMA number.

**2.5 Replacement by Synology.** If Synology elects to replace any Product under this Warranty set forth in Section 2.1, then Synology will ship a replacement Product at Synology's expense via the shipping method selected by Synology after receipt of the nonconforming Product returned in accordance with Section 2.4 and validation by Synology that the Product does not conform to the warranty. Replacement Product will be new or serviceably used, comparable in function and performance to the original Product and warranted for the remainder of the original Warranty Period or thirty (30) days after it is shipped to Customer, whichever period is longer. Any Product found by Synology to be non-defective will be returned to Customer.

**2.6 Support.** During the Warranty Period, Synology will make available to Customer the support services. Following the expiration of the applicable Warranty Period, support for Products may be available from Synology upon written request.

**2.7 Exclusions.** The foregoing warranties and warranty obligations do not apply to any Product that (a) has been installed or used in a manner not specified or described in the Product specifications; (b) has been repaired, modified or altered by anyone other than Synology or its agent or designee; (c) has been in any way misused, abused, or damaged; (d) has been used with items not provided by Synology other than the hardware or software for which the Product is designed; or (e) otherwise fails to conform to the Product specifications and such failure is attributable to causes not within or under Synology's control. Further, the foregoing warranties will be void if (1) Customer

disassembles the Product except as authorized by Synology; (2) Customer fails to implement any correction, modification, enhancement, improvement or other update made available to Customer by Synology; or (3) Customer implements, installs or uses any correction, modification, enhancement, improvement or other update made available by any third party. The warranty set forth in Section 2.1 will terminate upon Customer's sale or transfer of the Product to a third party.

**2.8 Disclaimer of Warranties.** THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SYNOLOGY AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SYNOLOGY AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST SYNOLOGY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCT, ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES DELIVERED UNDER THIS WARRANTY, INCLUDING, BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) CLAIM OF INFRINGEMENT OR MISAPPROPRIATION; OR (D) CLAIM IN TORT (WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER THEORY). SYNOLOGY MAKES NO GUARANTEE AND SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE DATA OR INFORMATION STORED ON ANY SYNOLOGY PRODUCT WILL BE SECURE AND WITHOUT RISK OF DATA LOSS. SYNOLOGY RECOMMENDS THAT CUSTOMER TAKES APPROPRIATE MEASURES TO BACK UP THE DATA STORED ON THE PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

### Section 3. Limitations of Liability

**3.1 Force Majeure.** Synology will not be liable for, or be considered to be in breach of or default under this Warranty on account of, any delay or failure to perform as required by this Warranty as a result of any cause or condition beyond its reasonable control (including, without limitation, any act or failure to act by Customer).

**3.2 Disclaimer of Certain Damages.** IN NO EVENT WILL SYNOLOGY OR ITS SUPPLIERS BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT, ANY ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS WARRANTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF SYNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**3.3 Limitation of Liability.** SYNOLOGY'S AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT, ANY ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS WARRANTY IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES

CUSTOMER MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow exclusion or limitation of certain damages. To the extent that those laws apply to the Product, the exclusions and limitations set forth above may not apply to Customer.

### Section 4. Miscellaneous

**4.1 Proprietary Rights.** The Product and any accompanying Software and documentation provided with the Product include proprietary and intellectual property rights of Synology and its third party suppliers and licensors. Synology retains and reserves all right, title, and interest in the intellectual property rights of the Product, and no title to or ownership of any intellectual property rights in or to the Product, any accompanying Software or documentation and any other goods provided under this Warranty is transferred to Customer under this Warranty. Customer will (a) comply with the terms and conditions of the Synology end user license agreement accompanying any Software furnished by Synology or an authorized Synology distributor or reseller; and (b) not attempt to reverse engineer any Product or component thereof or accompanying Software or otherwise misappropriate, circumvent or violate any of Synology's intellectual property rights.

**4.2 Assignment.** Customer will not assign any of its rights under this Warranty directly, by operation of law or otherwise, without the prior written consent of Synology.

**4.3 No Additional Terms.** Except as expressly permitted by this Warranty, neither party will be bound by, and each party specifically objects to, any term, condition or other provision that conflicts with the provisions of this Warranty that is made by the other party in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless each party specifically agrees to such provision in writing. Further, if this Warranty conflicts with any terms or conditions of any other agreement entered into by the parties with respect to the Product, this Warranty will prevail unless the other agreement specifically references the sections of this Warranty that it supersedes.

**4.4 Applicable Law.** Unless expressly prohibited by local law, this Warranty is governed by the laws of the State of Washington, U.S.A. without regard to any conflict of law principles to the contrary. The 1980 U.N. Convention on Contracts for the International Sale of Goods or any successor thereto does not apply.

**4.5 Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Warranty, the Product or services provided by Synology with respect to the Product or the relationship between Customers residing within the United States and Synology will be resolved exclusively and finally by arbitration under the current commercial rules of the American Arbitration Association, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute between Customer and Synology. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held in King County, Washington, U.S.A. by submission of documents, by telephone, online or in person as determined by the arbitrator at the request of the parties. The prevailing party in any arbitration or legal action occurring within the United States or otherwise shall receive all costs and reasonable attorneys' fees, including any arbitration fee paid by the prevailing party. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Customer understands that, in the absence of

this provision, Customer would have had a right to litigate any such dispute, controversy or claim in a court, including the right to litigate claims on a class-wide or class-action basis, and Customer expressly and knowingly waives those rights and agrees to resolve any disputes through binding arbitration in accordance with the provisions of this Section 4.5. For Customers not residing within the United States, any dispute, controversy or claim described in this section shall be finally resolved by arbitration conducted by three neutral arbitrators in accordance with the procedures of the R.O.C. Arbitration Law and related enforcement rules. The arbitration shall take place in Taipei, Taiwan, R.O.C., and the arbitration proceedings shall be conducted in English or, if both parties so agree, in Mandarin Chinese. The arbitration award shall be final and binding on the parties and may be enforced in any court having jurisdiction. Nothing in this Section shall be deemed to prohibit or restrict Synology from seeking injunctive relief or seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Warranty relating to Synology's intellectual property rights.

**4.6 Attorneys' Fees.** In any arbitration, mediation, or other legal action or proceeding to enforce rights or remedies under this Warranty, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, costs and reasonable attorneys' fees.

**4.7 Export Restrictions.** You acknowledge that the Product may be subject to U.S. export restrictions. You will comply with all applicable laws and regulations that apply to the Product, including without limitation the U.S. Export Administration Regulations.

**4.8 Severability.** If any provision of this Warranty is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Warranty will remain in full force and effect.

**4.9 Entire Agreement.** This Warranty constitutes the entire agreement, and supersedes any and all prior agreements, between Synology and Customer related to the subject matter hereof. No amendment, modification or waiver of any of the provisions of this Warranty will be valid unless set forth in a written instrument signed by the party to be bound thereby.