



# **Synology RackStation RS812+/RS812RP+**

## **Quick Installation Guide**

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# Before You Start

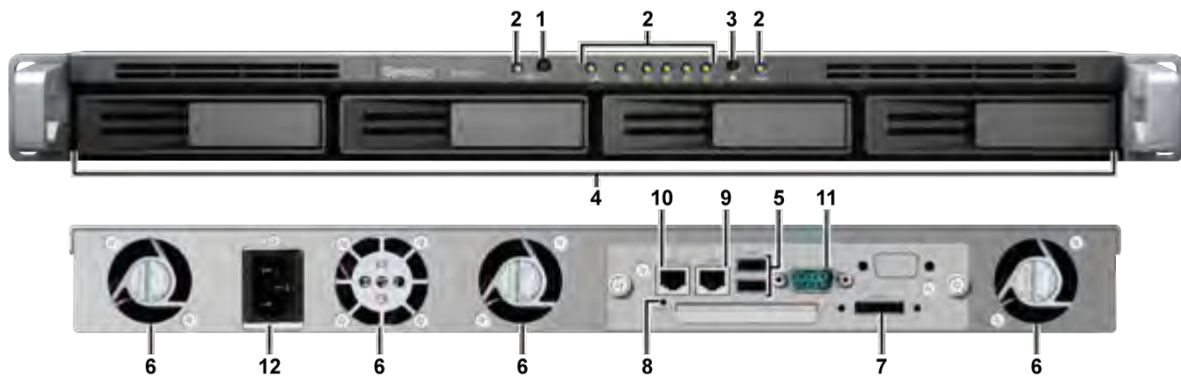
Before you start setting up RackStation, please check the package contents to verify that you have received the items below. Please also read the safety instructions carefully before use to prevent your RackStation from any damages.

## Package Contents

<b>Main Unit x 1</b>		<b>AC power cord x 1<sup>1</sup></b>
		
		<b>Installation disc x 1</b>
		
		<b>Rack mount kit x 2</b>
		
<b>Screws for 3.5" hard drives x 20</b>	<b>Screws for 2.5" hard drives x 20</b>	<b>Rack mount kit screw x 5</b>
		

<sup>1</sup> AC power cord: RS812+ x1; RS812RP+ x2







## Synology RackStation at a Glance



No.	Article Name	Location	Description
1)	Power Button	Front Panel	The power button is used to turn Synology RackStation on or off. To turn off Synology RackStation, press the Power Button and hold it until you hear a beep sound and the Power LED starts blinking.
2)	LED Indicators	Front Panel	The LED indicator is used to display the status of the internal disk and the system. For more information, see "Appendix B: LED Indication Table" on Page 18.
3)	Beep off Button	Front Panel	The beep off button is used to turn off the beep sound of Synology RackStation.
4)	Hard Drive Trays	Front Panel	The hard drive trays are designed for loading the hard drives used in Synology RackStation.
5)	USB Ports	Back Panel	The Synology RackStation offers USB ports for adding additional external hard drives, USB printers, or other USB devices.
6)	Fans	Back Panel	The fans are built to exhaust waste heat out of Synology RackStation. If any of the fans is malfunctioning, the system will play beep sounds.
7)	eSATA Port	Back Panel	The eSATA port is used to connect external SATA disk or Synology Expansion Unit <sup>1</sup> to Synology RackStation.
8)	RESET Button	Back Panel	1.To restore IP, DNS, passwords for the <b>admin</b> account to default value. 2.To reinstall the Synology RackStation.
9)	LAN 1	Back Panel	The LAN port is where you connect RJ-45 cable to Synology RackStation.
10)	LAN 2		
11)	Console Port	Back Panel	This port is used for manufacturing purpose only.
12)	Power Port	Back Panel	The power port is where you connect the power cord to Synology RackStation.

<sup>1</sup> For more information about Synology Expansion Unit supported by your RackStation, please visit [www.synology.com](http://www.synology.com) .

## Safety Instructions

	<p>Keep away from direct sunlight and away from chemicals. Make sure the environment does not experience abrupt changes in temperature or humidity.</p>
	<p>Do not place the Synology product close to any liquid.</p>
	<p>Before cleaning, unplug the power cord first. Wipe Synology product with damp paper towels. Do not use chemical or aerosol cleaners to clean it.</p>
	<p>Do not place the Synology product on a cart, table, or desk, which is not stable to avoid the product from falling over.</p>
	<p>The power cord must plug in to the right supply voltage. Make sure that the supplied AC voltage is correct and stable.</p>
	<p>To remove all electrical current from the device, ensure that all power cords are disconnected from the power source.</p>

# Hardware Setup

## Tools and Parts for Hard Disk Installation

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- A screwdriver
- At least one 3.5" or 2.5" 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

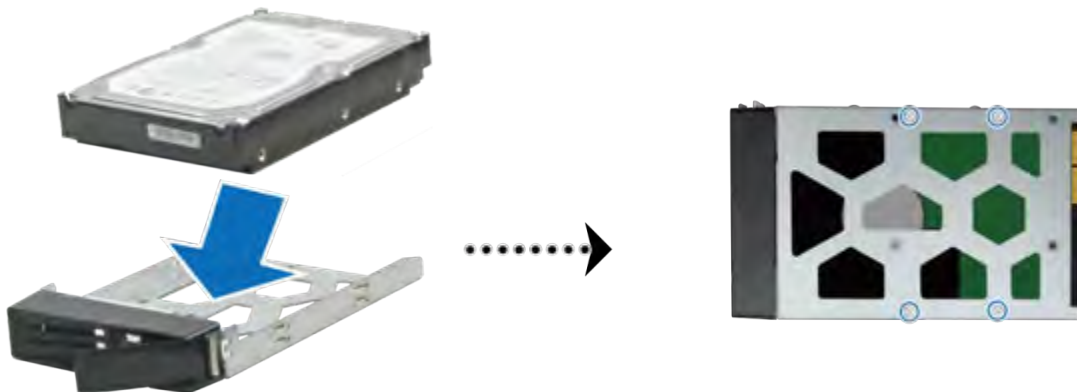
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- 1 Pull the hard drive tray handle in the direction as indicated below to remove the hard drive tray.

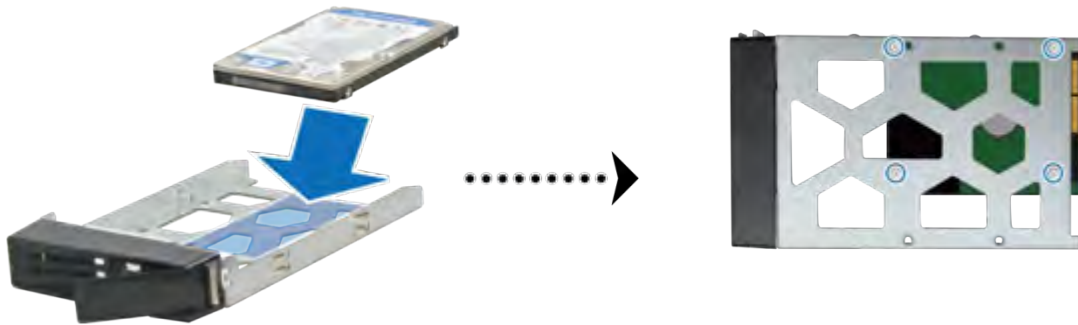


- 2 Place the hard disk in the hard drive tray, turn the tray upside down, and then tighten the screws to secure the hard disk.

- For 3.5" Hard Disk:



- For 2.5" Hard Disk:



- 3 Insert the loaded hard drive tray into the empty hard drive bay.



**Important:** Make sure the tray is pushed in all the way. Otherwise, the hard disk might not be able to function properly.

- 4 Press the handle in flush with the front panel to hold the hard drive tray in place.
- 5 Repeat the steps above to assemble all hard disks you have prepared.
- 6 Fix the two rack mount kits on both sides with their screws provided.



- 7 The disks' positions are numbered as shown below.



**Note:** If you want to set up a RAID set, it is recommended that all installed hard disks are of the same size to make the best use of hard disk capacity.

## Start Up Your RackStation

---

- 1 Connect one end of the power cord to the power port of RackStation, and the other to the power outlet.
- 2 Use the LAN cable to connect RackStation to your switch/router/hub.



- 3 Press and hold the power button to turn on your RackStation.



Your RackStation is now online and detectable from a network computer.

## Add a RAM Module on RackStation

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Synology RAM module 2GB is designed for RackStation memory expansion, and is optional for your choice. Follow the steps below to install, check, or remove your RAM module.

### Install the RAM Module

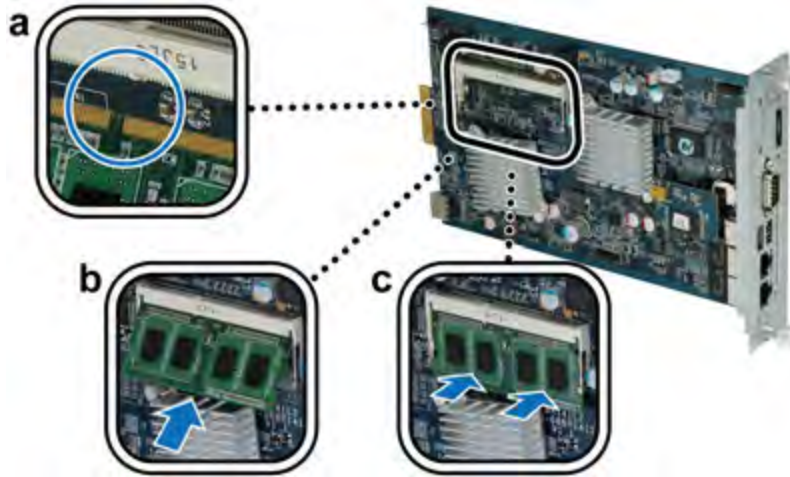
- 1 Shut down your RackStation. Disconnect all cables connected to your RackStation to prevent any possible damages.
- 2 Unscrew the two knobs that secure the back panel. Pull out the panel to reveal the circuit board.



**Important:** When you pull out the panel, you expose sensitive internal components. Avoid touching anything other than the memory assembly when you remove or add memory.



- 3 Turn the circuit board over.
- 4 Insert the new memory module in the slot:
  - a Align the notch on the gold edge of the module with the notch in the lower memory slot.
  - b Tilt the card and push the memory into the slot. Make sure the module is pushed in all the way.
  - c Use two fingers with firm, even pressure to push down on the memory module. You should hear a click when the memory is inserted correctly.



**Important:** Hold the memory module by its edges, and do not touch the gold connectors.

- 5 Turn the circuit board back to its original position.
- 6 Return the board into the RackStation:
  - a Identify the rail within the RackStation.
  - b Place the circuit board within the rail and push the board all the way in.



- c Tighten the 2 knobs you unscrewed in step 2.



## Make Sure RackStation Recognizes the New Memory Capacity

After installing the memory module on RackStation, it's recommended that you check whether the server recognizes the new memory.

**To make sure RackStation recognizes the new memory capacity:**

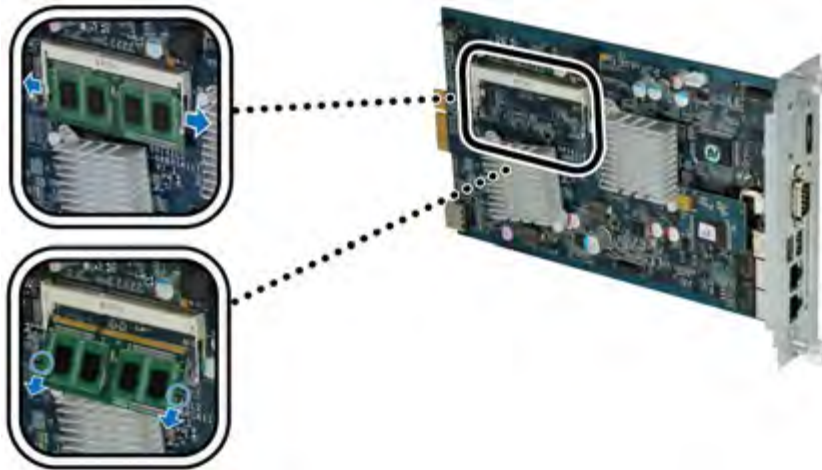
- 1 Start up your RackStation.
- 2 Install DiskStation Manager (DSM). (See the next chapter for more information.)
- 3 Log in to DSM as **admin** or a user belonging to the **administrators** group.
- 4 Check **Total Physical Memory** in **Main Menu > System Information**.

Basic information	
Server name	RackStation
Serial number	A4G7N00620
Model name	RS812+
Total Physical Memory	3072 MB

If your RackStation does not recognize the memory or does not start up successfully, confirm that the memory is installed correctly.

### Remove the RAM Module from RackStation

- 1 Follow step 1 to 2 of the “Install the RAM Module” section to remove the circuit board.
- 2 Push the levers on the sides of the memory module in an outward direction to release the module from the memory card slot.  
  
Before removing it, make sure you see the half-circle notches. If you don't, try pushing the levers outward again.
- 3 Hold the memory module by its notches and remove it from the slot.



- 4 Follow step 5 and 6 of the “Install the RAM Module” section to replace the circuit board.

# Install DSM on RackStation

On a network computer, follow the steps in this chapter to install DSM on your RackStation. After DSM is installed, you can manage all features of your RackStation by logging in to DSM with a web browser.

## Install from Windows

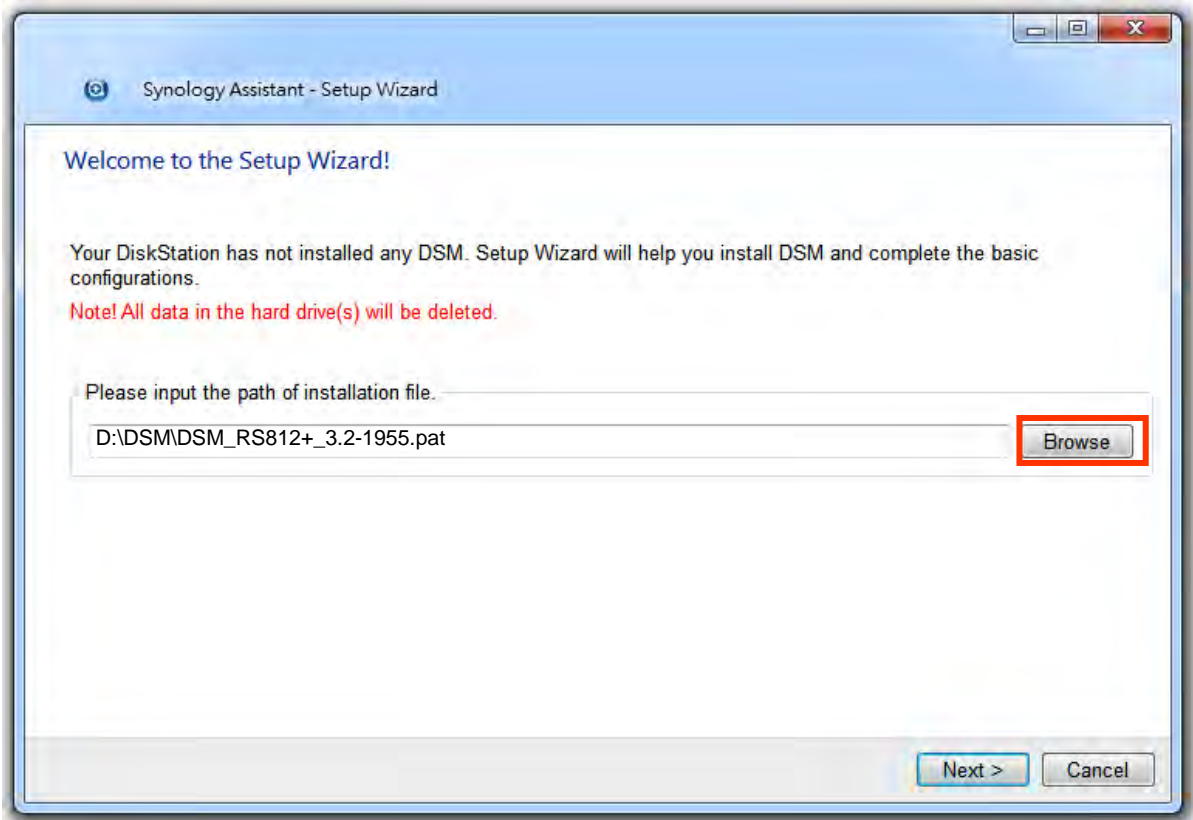
- 1 Insert the installation disc into your computer, and click **Start**. Follow the onscreen instructions to complete the setup process.



- 2 Synology Assistant will be installed and launched on your computer. It will search and find your RackStation within LAN, and the status of your RackStation should be **Not Installed**. Double-click your RackStation to start the setup process.

Server name	IP address	IP status	Status	MAC address	Version	Model /	Serial
cn1010p	192.168.35.166	DHCP	Not Configured	00:11:32:05:EA:E8	3.0-1337	DS1010+	A1GA
Diesel-DS1010p	192.168.32.40	Manual	Ready	00:11:32:07:48:2E	3.0-1335	DS1010+	A5GA
Diesel-DS1010p	192.168.37.132	DHCP	Ready	00:11:32:07:48:2F	3.0-1335	DS1010+	A5GA
RackStation	192.168.36.248	DHCP	Not installed	00:11:32:06:64:EF	3.2-1955	RS812+	A5GA

- 3 Click **Browse** to locate the **DSM\_[model name]\_[number].pat** installation file in the **DSM** folder of your installation disc. You can also download the latest version of DSM from [Synology Download Center](#).



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

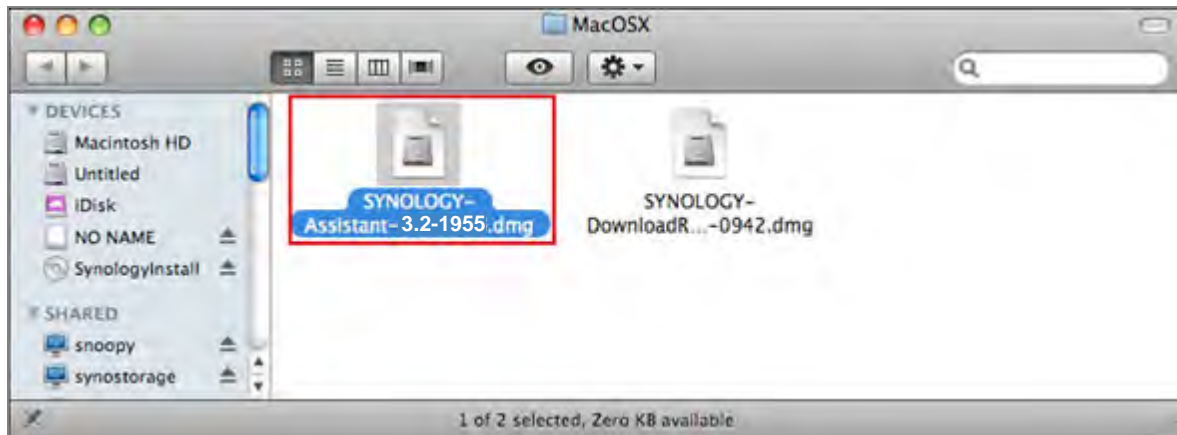
After the installation process is finished, you can manage your RackStation with Synology DiskStation Manager (DSM). For more information about managing your RackStation with DSM, refer to Synology DiskStation User's Guide available at [Synology Download Center](#).

## Install from Mac OS X

- 1 Insert the installation disc 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-[number].dmg**.



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



- 4 Follow step 2 to 4 of the “Install from Windows” section to finish setup.

## 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 disc, 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-[number].tar.gz** to the directory you want, such as “**/usr/local**” or “**.**”

```
tar -C ./ -zxvf SynologyAssistant-[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
```

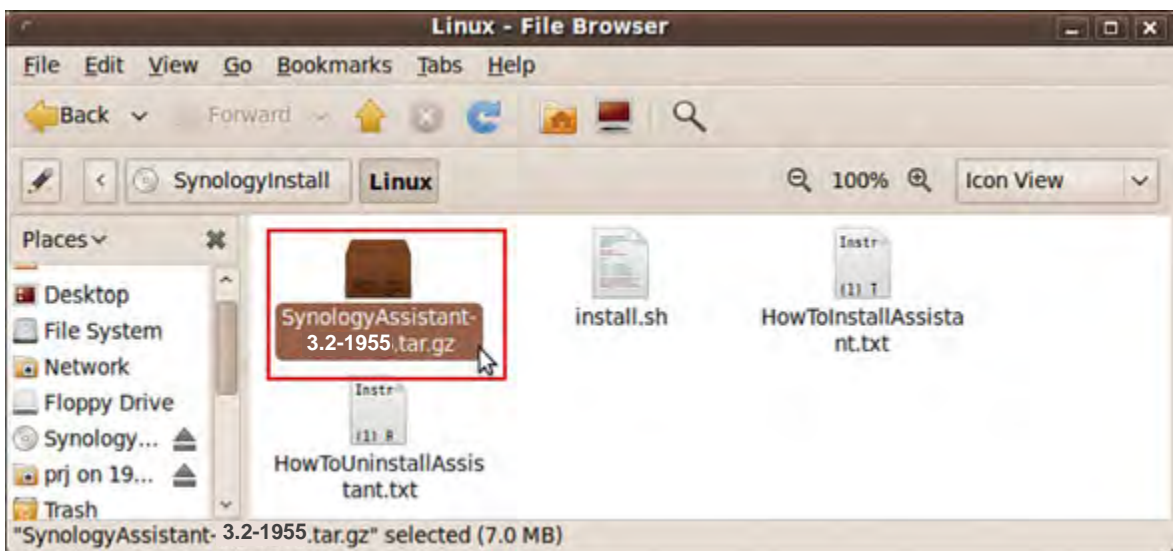
**If you want to install using the GUI:**

**1** Go to **/usr/local** and **/usr/local/bin** and delete the following folders (if any):  
**Synology, SynologyAssistant**

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

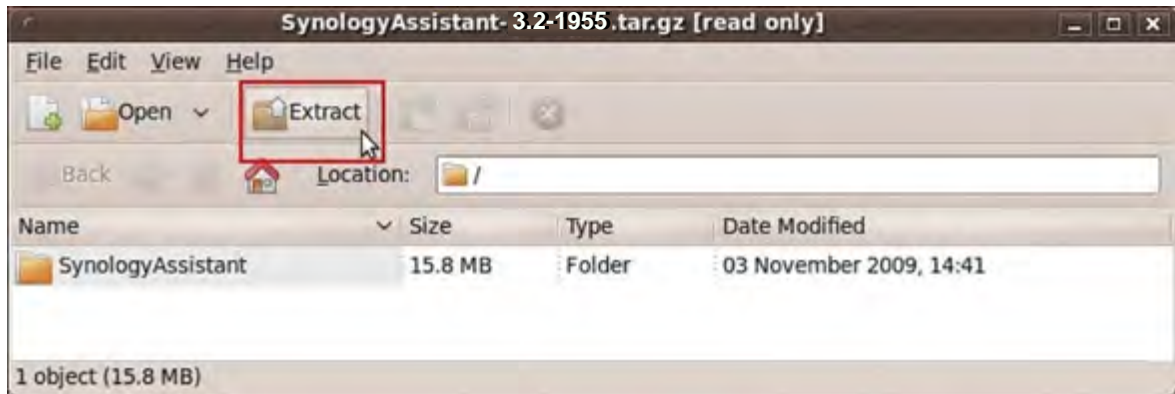


**3** In the **File Browser** window that appears, double-click the **Linux** folder, and then double-click **Synology Assistant-[number].tar.gz**.





- 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 DSM on RackStation

When you have activated Synology Assistant, follow step 2 to 4 of the “Install from Windows” section to finish setup.

## Learn More

Congratulations! Your RackStation is set up now. Refer to the User’s Guide in the installation disc for advanced settings and management. For more information or online resources about your RackStation, please visit [www.synology.com](http://www.synology.com).

**CAUTION**  
**RISK OF EXPLOSION IF BATTERY IS REPLACED**  
**BY AN INCORRECT TYPE.**  
**DISPOSE OF USED BATTERIES ACCORDING**  
**TO THE INSTRUCTIONS**



# Specifications

Item	RS812+	RS812RP+
Internal HDD	3.5" or 2.5" SATA (II) x 4	3.5" or 2.5" SATA (II) x 4
Max. Capacity	<ul style="list-style-type: none"> <li>• 12TB (4 x 3TB hard drives)</li> <li>• 24TB (8x 3TB hard drives) with RX410 (expansion unit)</li> </ul>	
Hot Swappable HDD	Yes	Yes
External HDD Interface	<ul style="list-style-type: none"> <li>• USB 2.0 x 2</li> <li>• eSATA x 1</li> </ul>	<ul style="list-style-type: none"> <li>• USB 2.0 x 2</li> <li>• eSATA x 1</li> </ul>
LAN Port	Gigabit x 2	Gigabit x 2
Copy Button	No	No
Size (HxWxD) (mm)	44 x 430.5 x 457.5	44 x 430.5 x 570.5
Weight (Kg)	7.1	9.42
Supported Clients	<ul style="list-style-type: none"> <li>• Windows XP onward</li> <li>• Mac OS X 10.5 onward</li> <li>• Ubuntu 9.04 onward</li> </ul>	
Max. User Accounts	2048	2048
Max. Group Accounts	256	256
Max. Shared Folders	256	256
Max. Concurrent Connections	512	512
Max. Supported IP Cameras	20	20
File System	<ul style="list-style-type: none"> <li>• EXT4</li> <li>• EXT3, FAT, NTFS (External disk only)</li> </ul>	
Volume Type	<ul style="list-style-type: none"> <li>• Basic • JBOD • RAID 0 • RAID 1</li> <li>• RAID 5 • RAID 5+Spare • RAID 6 • RAID 10</li> <li>• Synology Hybrid RAID</li> </ul>	
Agency Certifications	<ul style="list-style-type: none"> <li>• FCC Class A • CE Class A • BSMI Class A</li> </ul>	
HDD Hibernation	Yes	Yes
Deep Sleep for Expansion Unit	Yes	Yes
Scheduled Power On/Off	Yes	Yes
Wake on LAN	Yes	Yes
Language Localization	<ul style="list-style-type: none"> <li>• English • Deutsch • Français • Italiano • Español • Dansk</li> <li>• Norsk • Svensk • Nederlands • Русский • Polski • Magyar</li> <li>• Português do Brasil • Português Europeu • Türkçe • Český</li> <li>• 日本語 • 한국어 • 繁體中文 • 简体中文</li> </ul>	
Power Consumption And Environment Requirements	<ul style="list-style-type: none"> <li>• Line voltage: 100V to 240V AC</li> <li>• Frequency: 50/60Hz</li> <li>• Operating Temperature: 40 to 95°F (5 to 35°C)</li> <li>• Storage Temperature: 15 to 155°F (-10 to 70°C)</li> <li>• Relative Humidity: 5% to 95% RH</li> <li>• Maximum Operating Altitude: 10000 feet (3048m)</li> </ul>	

# LED Indication Table

LED Indication	Color	Status	Description
STATUS	Green	Static	Volume Normal
		Off	HDD Hibernation
	Orange	Static	Available volume space < 1GB
			Available volume space < 1 %
		Blinking	Volume degraded or crashed
			No volume
LAN 1 & LAN 2	Green	Static	Gigabit Link
		Blinking	Network is active
		Off	Network is down
DISK 1~4	Green	Static	Disk ready
		Blinking	Disk is being accessed
		Off	No internal disk
	Orange	Static	Cannot Read/Write
Power	Green	Static	Power ready
		Blinking	Booting up
			Shutting down
		Off	Power off
RPS-STATUS <sup>1</sup>	Green	Static	Both power supplies are working
		Blinking	1 power supply not working
		Off	Power off

<sup>1</sup> RS812RP+ only

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**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 AND SYNOLOGY UK LTD., (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 RS3412xs, RS3412RPxs, RS812+, RS812RP+, DS3612xs, DS1812+, DS1512+, DS712+, DS3611xs, DS2411+, DS1511+, DS1010+, DS710+, DS509+, DS508, RS812, RS212, RS3411xs, RS3411RPxs, RS2211+, RS2211RP+, RS411, RS409RP+, RS409+, RS409, RS408-RP, RS408, RS407, RX1211, RX1211RP, DX1211, DX510, DX5, RX4, and RAM Module (1GB/2GB). (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.