



# **Synology RackStation RS3614xs+**

## **Quick Installation Guide**

# Table of Contents

## Chapter 1: Before You Start

Package Contents .....	3
Synology RackStation at a Glance .....	4
Safety Instructions .....	5

## Chapter 2: Hardware Setup

Tools and Parts for Drive Installation .....	6
Install Drives .....	6
Add a RAM Module on RackStation .....	8
Add a Network Interface Card to RackStation .....	11
Replace Malfunctioning Fan .....	12
Start up the RackStation .....	14

## Chapter 3: Install DSM on RackStation

Install DSM with Web Assistant .....	16
Learn More .....	17





## Appendix A: Specifications

## Appendix B: LED Indicator Table

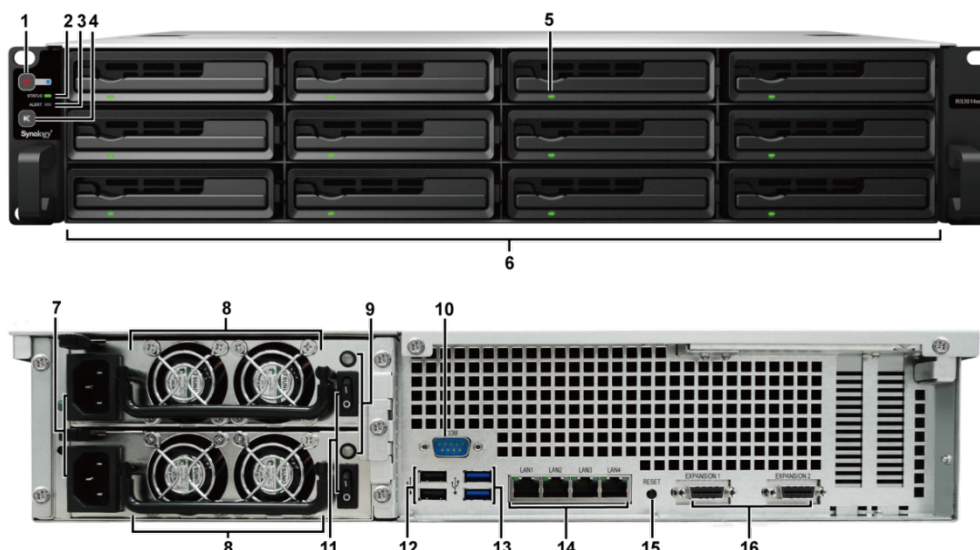
# Before You Start

Thank you for purchasing this Synology product! Before setting up your new RackStation, please check the package contents to verify that you have received the items below. Also, make sure to read the safety instructions carefully to avoid harming yourself or damaging your RackStation.

## Package Contents

Main unit x 1	AC power cord x 2
	
	<p>Screws for 3.5" hard drives x 52</p>
	
	<p>Screws for 2.5" hard drives x 52</p>
	

## Synology RackStation at a Glance



No.	Article Name	Location	Description
1)	Power Button	Front Panel	1. Press to power on the RackStation. 2. To power off the RackStation, press and hold until you hear a beep sound and the Power LED starts blinking.
2)	Status Indicator		Displays the status of the system. For more information, see "Appendix B: LED Indicator Table".
3)	Alert Indicator		Displays warnings regarding fan or temperature. For more information, see "Appendix B: LED Indicator Table".
4)	Beep off Button		Press to deactivate beep sound when malfunctions occur.
5)	Disk Indicator		Displays the status of installed drives. For more information, see "Appendix B: LED Indicator Table".
6)	Drive Tray		Install drives (hard disk drives or solid state drives) here.
7)	Power Port	Back Panel	Connect power cords here to supply power to your RackStation.
8)	Fan		Disposes of excessive heat and cools the system. If a fan malfunctions, the RackStation will emit a beeping sound.
9)	Redundant Power LED		Displays the status of redundant powers supplies, alerting the user of power supply or fan failure
10)	Console Port		For manufacturing use only
11)	Power Supply On/Off Switch		Press to turn on/off the power supply.
12)	USB 2.0 Port		Connect external hard drives, USB printers, or other USB devices to the Synology RackStation here.
13)	USB 3.0 Port		
14)	LAN Port		Connect network cables here.
15)	RESET Button		1. Press and hold until you hear a beep sound to restore the default IP address, DNS server, and passwords for users belonging to the <b>administrators</b> group. 2. Press and hold until you hear a beep sound, then press and hold again until you hear three beep sounds to return the RackStation to "Not Installed" status so that DiskStation Manager can be reinstalled.
16)	Expansion Port		Connect Synology Expansion Units <sup>1</sup> to your Synology RackStation.

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

## Safety Instructions

	<p>Keep away from direct sunlight and from chemicals. Make sure the environment does not experience abrupt changes in temperature or humidity.</p>
	<p>Place the product right side up at all times.</p>
	<p>Do not place near any liquids.</p>
	<p>Before cleaning, unplug the power cord. Wipe with damp paper towels. Do not use chemical or aerosol cleaners.</p>
	<p>To prevent the unit from falling over, do not place on carts or any unstable surfaces.</p>
	<p>The power cord must plug in to the correct 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>
	<p>Risk of explosion if battery is replaced with an incorrect type. Dispose of used batteries appropriately.</p>

# Hardware Setup

## Tools and Parts for Drive Installation

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- A screwdriver
- At least one 3.5" or 2.5" SATA drive (please visit [www.synology.com](http://www.synology.com) for compatible drive models.)

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

## Install Drives

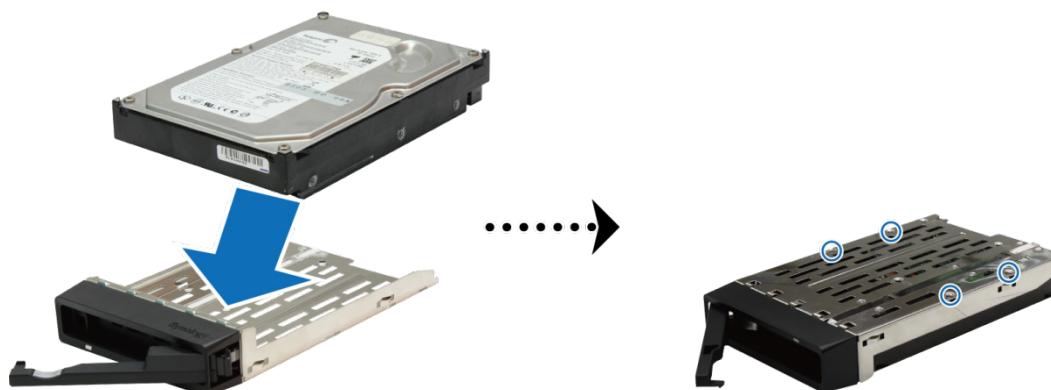
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- 1 Find the small button located on the drive tray handle. Press the button down and pull the drive tray handle out as illustrated below.

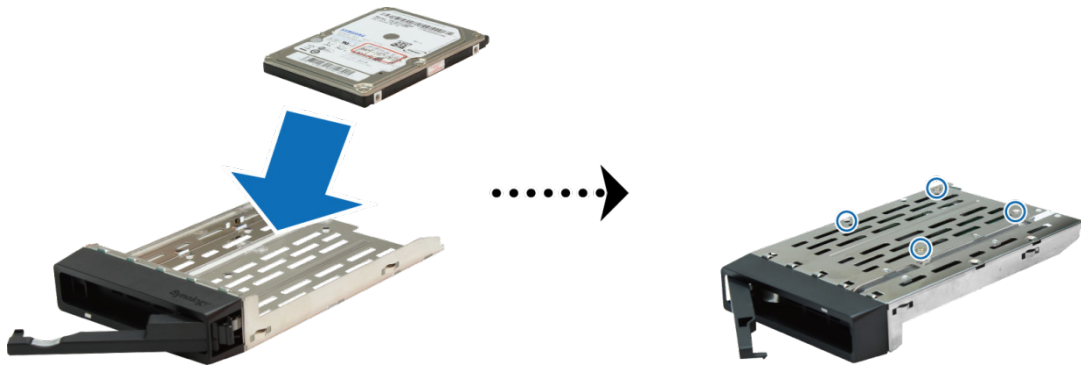


- 2 Load drives in the drive trays:

- **For 3.5" drives:** Place the drive in the drive tray. Turn the tray upside down and tighten screws into the four spots indicated below to secure the drive.



- **For 2.5" drives:** Place the drive in the drive tray. Turn the tray upside down and tighten screws into the four spots indicated below to secure the drive.



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



**Important:** Make sure the drive tray is completely inserted. Otherwise, the drive might not function properly.

- 4 Push the handle inward to secure the drive tray.
- 5 Repeat the steps above to install all prepared drives.
- 6 Drives are numbered as shown below.



**Note:** If you want to create a RAID volume, we recommended all installed drives be the same size in order to optimize drive capacity usage.

## Add a RAM Module on RackStation

Synology offers RAM modules which allow you to expand the memory capacity of your RackStation. To install, check, or remove your RAM module, please follow the steps below.

### Install a RAM Module

- 1 Shut down the RackStation and disconnect all connected cables to prevent any possible damage.
- 2 Slide the latches shown below to release the fan cover



- 3 Lift and remove the fan cover.

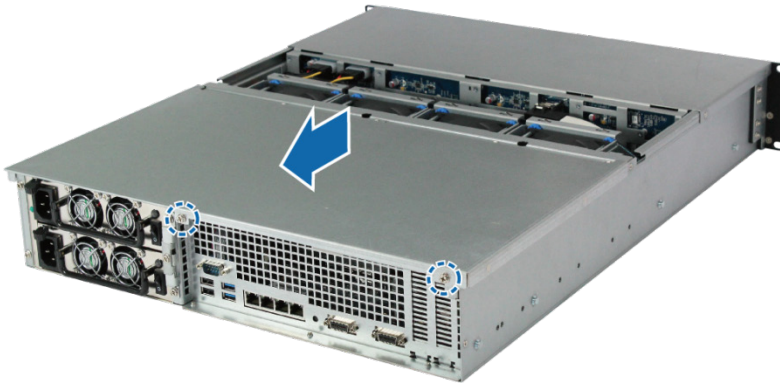


- 4 To remove the screws securing the top cover, follow the steps below:
  - a Remove the two screws illustrated below.

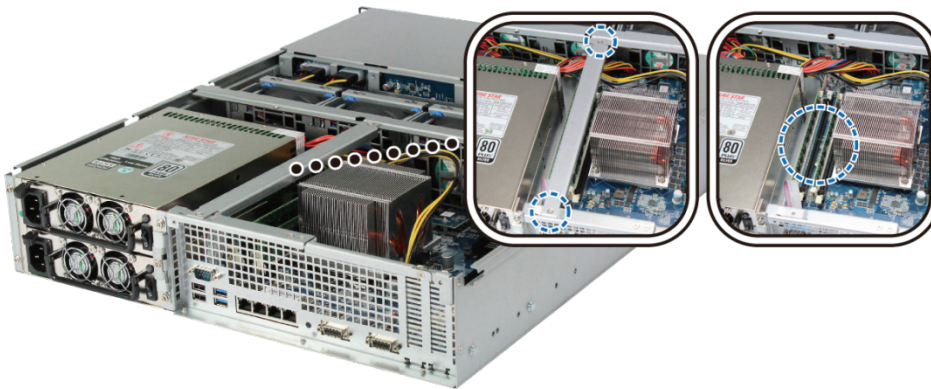




- b** Remove the two screws located on the back. Then slide the top cover in the direction indicated below and lift.

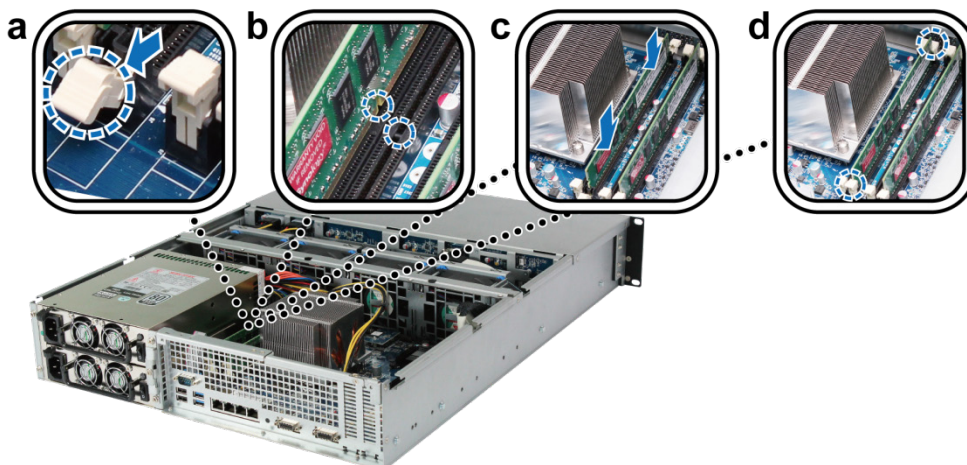


- c** Remove the screws of the securing bracket and remove the securing bracket to reveal the RAM slots.



**Important:** Removing the cover will expose sensitive internal components to possible harm. Please avoid touching any other components when adding or removing memory.

- 5** To insert the new memory module, follow the steps below:
- a** Release the ejectors on the memory slot by pushing them outwards.
  - b** Align the notch on the gold edge of the module with the notch in the memory slot.
  - c** Use two fingers to apply firm, even pressure and push the memory module downward.
  - d** When the memory is inserted correctly, the ejectors will snap into place.



- 6** Replace the top cover, slide it into place, and tighten all screws.

## Confirm New Memory is Recognized

After installing a new memory module in the RackStation, we recommended checking whether or not the system recognizes the new memory.

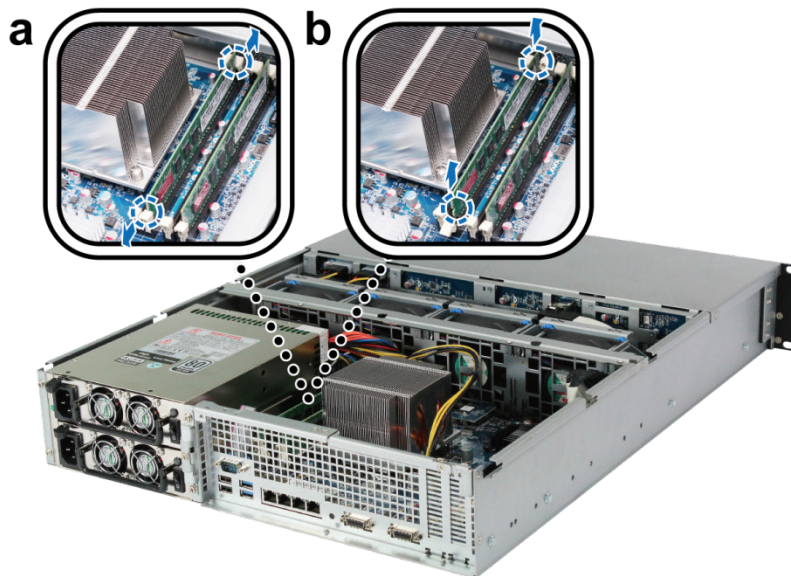
### To check the memory of the RackStation:

- 1 Start up your RackStation. (See “Start up the RackStation” for more information.)
- 2 Install DSM. (See “Chapter 3: Install DSM on RackStation” for more information.)
- 3 Log in to Synology DiskStation Manager (DSM) with an account belonging to the **administrators** group.
- 4 Check **Total Physical Memory** at **Main Menu > System Information**.

If the RackStation does not recognize the memory or does not start up correctly, please make sure the memory was correctly installed.

## Remove RAM Module from RackStation

- 1 Follow steps 1 to 4 of “Install a RAM Module” to remove the cover from the RackStation.
- 2 To remove the RAM module, follow the steps below:
  - a Release the ejectors on the memory slot by pushing outwards simultaneously.
  - b Hold the memory module by the edges and remove it from the slot.



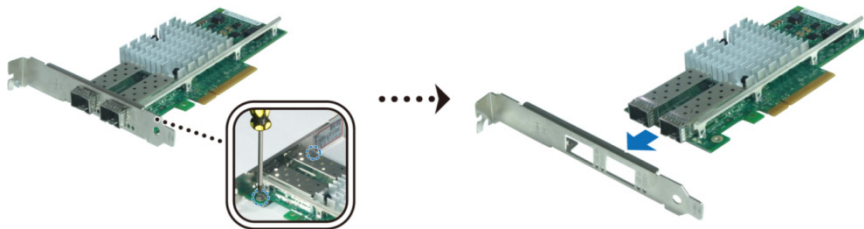
- 3 Replace the top cover, slide it into place, and tighten the two back screws.

## Add a Network Interface Card to RackStation

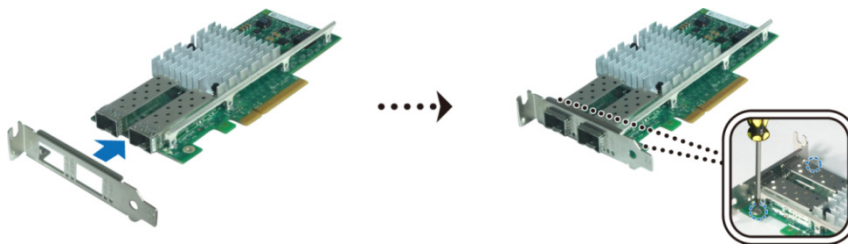
Your RackStation contains two PCI Express expansion slots which allow you to install two 10G/E or Gigabit network interface cards for LAN port expansion.<sup>1</sup> Before installation, make sure your network interface cards come with “low-profile” brackets.

### To replace a full-profile bracket with a low-profile bracket:

- 1 Remove the two screws holding the full-profile bracket to the interface card. Then remove the bracket.



- 2 Tighten the screws to secure the low-profile bracket.



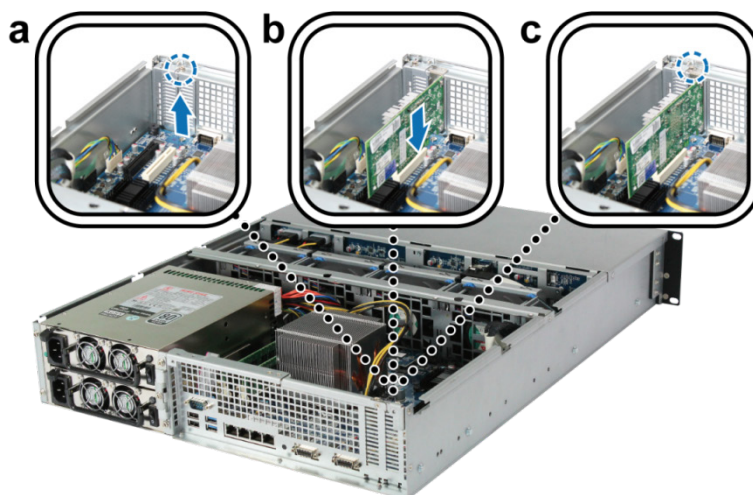
### To install the network interface card:

- 1 Follow steps 1 to 4 of “Install a RAM Module” to remove the cover from the RackStation.
- 2 To install the network interface card, follow the steps below:
  - a Remove the screw on the port access cover. Then remove the access cover.
  - b Align the card connector with the expansion slot and insert the card into the slot.

#### **Important:**

1. Make sure the connector is completely inserted. Otherwise, the network interface card might not function properly.
2. For greater performance, we highly recommend installing the network interface card into the PCI-E 3.0x8 (white) slot first.

- c Tighten the screw to secure the network interface card.



<sup>1</sup>For more information about supported 10G/E or Gigabit network interface cards, visit [www.synology.com](http://www.synology.com).

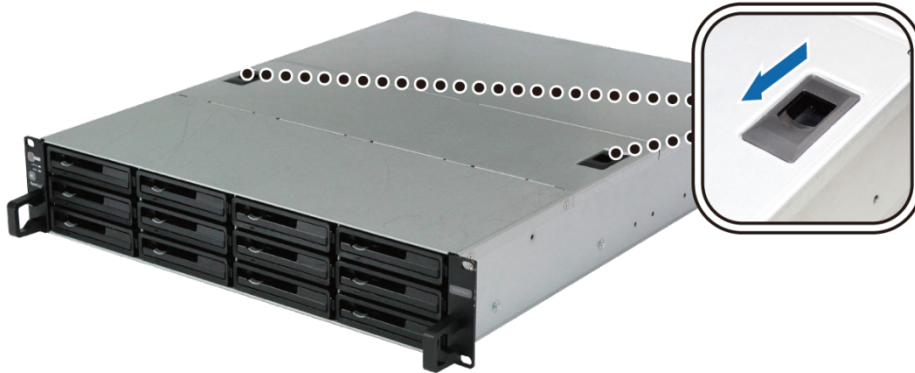
## Replace Malfunctioning Fan

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Your Synology RackStation comes equipped with multiple cooling fans. In the event of a fan malfunction, the RackStation will emit a beeping sound. This section will guide you through the steps necessary to replace a malfunctioning fan.

**To replace a malfunctioning fan, please follow the instructions below:**

**1** Slide the latches shown below to release the fan cover.



**2** Lift and remove the fan cover.

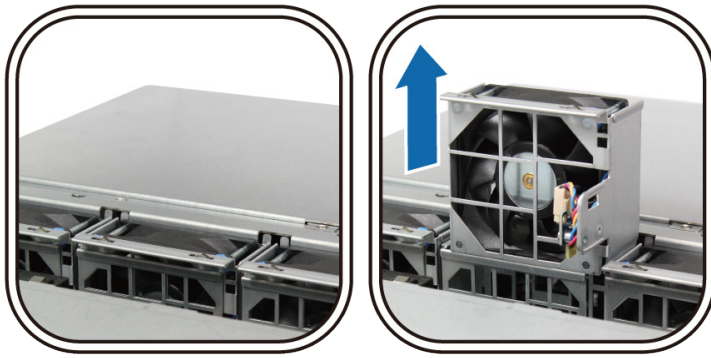


**3** Fans are numbered as shown below:

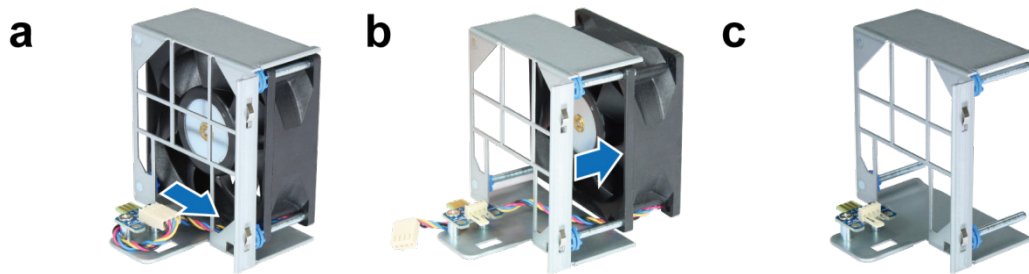




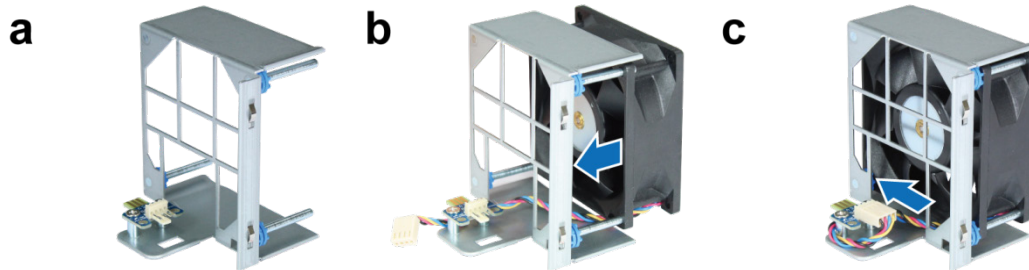
4 Find the malfunctioning fan and lift it upward to remove.



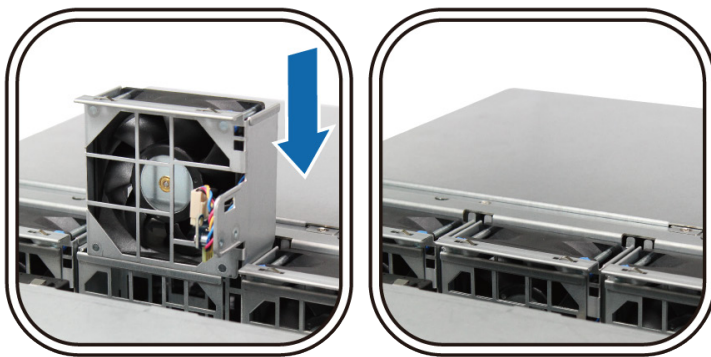
5 Apply firm pressure to the power plug and slide it off the power port as shown below. Then remove the malfunctioning fan from the fan casing.



6 Slide a new fan into the casing. Plug the power cord into the power port.



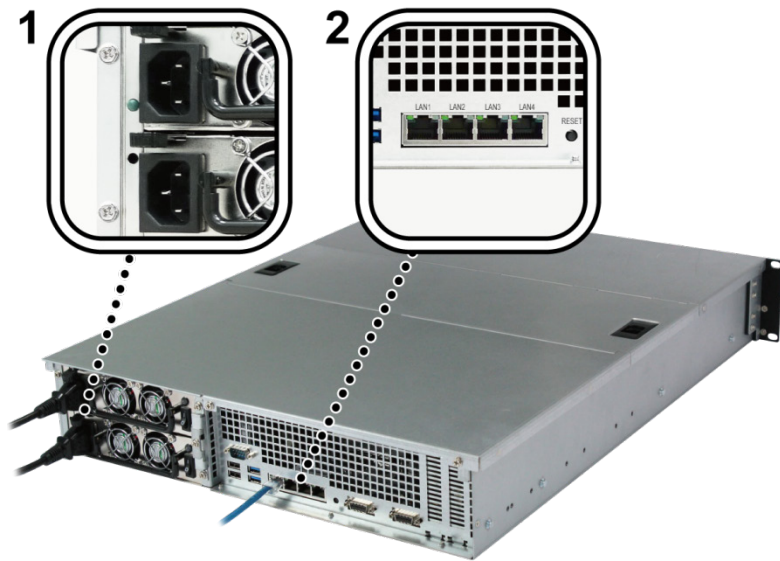
7 Slide the new cooling fan unit into the RackStation. Make sure the power port is aligned properly.



## Start up the RackStation

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- 1 Connect one end of each power cord to the power ports located on the back of the RackStation and the other end to a power outlet.
- 2 Connect at least one LAN cable to one of the LAN ports and the other end to your switch, router, or hub.



- 3 Make sure the Power Supply On/Off Switch is turned on ("I").



4 Press the power button to turn on the RackStation.



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

# Install DSM on RackStation

After hardware setup is finished, please install DiskStation Manager (DSM) – a browser-based operating system specifically designed for Synology NAS.

We highly recommend using Synology's **Web Assistant** to install DSM with a web browser. Synology Web Assistant can automatically download the latest software from the Internet and guide you through installation.

## Install DSM with Web Assistant

Your RackStation comes with a built-in tool called **Web Assistant** to help you configure and install DSM. To use Web Assistant, please follow the steps below.

- 1 Power on the RackStation.
- 2 Open a web browser on a computer in the same network as the RackStation.
- 3 Depending on your network environment, do either of the following:
  - a If you have Internet access, go to [find.synology.com](http://find.synology.com).
  - b If you do not have Internet access, go to [rackstation:5000](http://rackstation:5000) and follow the onscreen instructions.
- 4 Web Assistant will be launched in your web browser. It will search and find your RackStation within the local network. The status of your RackStation should be **Not Installed**.



- 5 Click **Connect** to start the setup process. Follow the onscreen instructions to complete the setup process.

**Note:**

1. Suggested browsers: Chrome, Firefox.
2. Both the RackStation and the computer should be in the same local network.
3. Internet connection must be available during DSM installation with Web Assistant.



## Learn More

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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).

# Specifications

Item	RS3614xs+
Internal Drives	3.5" or 2.5" SATA (II) or SATA (III) x 12
Max. Capacity	<ul style="list-style-type: none"> <li>• 48 TB (12 x 4 TB hard drives)</li> <li>• 144 TB with RX1214/RX1214RP (expansion unit) x 2</li> </ul>
Hot Swappable Drive	Yes
External Device Ports	<ul style="list-style-type: none"> <li>• USB 3.0 x 2</li> <li>• USB 2.0 x 2</li> <li>• Expansion port x 2 (Infiniband)</li> </ul>
LAN Ports	Gigabit x4
Size (H x W x D) (mm)	88 X 445 X 570
Weight (kg)	15.5
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	4096
Max. Group Accounts	512
Max. Shared Folders	512
Max. Concurrent Connections	1024
File Systems	<ul style="list-style-type: none"> <li>• Internal: EXT4</li> <li>• External: EXT4, EXT3, FAT, NTFS, HFS+ (Read/Write)</li> </ul>
Supported RAID Types	<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 (Up to 2-Disk Fault Tolerance)</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
Deep Sleep for Expansion Unit	Yes
Scheduled Power On/Off	Yes
Wake on LAN	Yes
Language Localization	<ul style="list-style-type: none"> <li>• English • Deutsch • Français • Italiano • Español • Dansk • Norsk • Svensk</li> <li>• Nederlands • Русский • Polski • Magyar • Português do Brasil</li> <li>• Português Europeu • Türkçe • Český • 日本語 • 한국어 • 繁體中文 • 简体中文</li> </ul>
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: 6,500 feet (2,000 m)</li> </ul>

**Note:** Model specifications are subject to change without notice. Please refer to [www.synology.com](http://www.synology.com) for the latest information.

# LED Indicator Table

LED Indicator	Color	Status	Description
Power	Blue	Static	Powered on
		Blinking	Booting up or shutting down
	Off		Powered off
STATUS	Green	Static	Volume normal
	Orange	Static	Available volume space < 1GB or 1%
		Blinking	Volume degraded or crashed
			No volume
	Off		HDD Hibernation
ALERT	Orange	Blinking	System fan not working
			Over temperature
	Off		System fan normal
			Temperature normal
Disk (1~12)	Green	Static	Drive ready and idle
		Blinking	Accessing drive
	Red	Static	Cannot read/write
	Off		No internal drive
Redundant Power	Green	Static	Power supply working
	Red	Static	Power Supply On/Off Switch is on ("I") but RackStation is powered off
	Off		No power supply
			Power Supply On/Off Switch is off ("O")
		Power supply not working	
Rear LAN (on left side of jack)	Green	Static	Network connected
		Blinking	Network active
	Off		No network
Rear LAN (on right side of jack)	Green	Static	Gigabit connection
	Orange	Static	10/100 Mb connection
	Off		No network

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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) New Product, including: (1) "Category I Product" means Synology product models RS810+, RS810RP+, and RX410 (2) "Category II Product" means Synology product models RS3614xs+, RS2414+, RS2414RP+, RS814, RS214, RS10613xs+, RS3413xs+, RS3412xs, RS3412RPxs, RS3411xs, RS3411RPxs, RS2212+, RS2212RP+, RS2211+, RS2211RP+, RS812+, RS812RP+, RS812, RS411, RS409RP+, RS409+, RS409, RS408-RP, RS408, RS407, RS212, DS3612xs, DS3611xs, DS2413+, DS2411+, DS1813+, DS1812+, DS1513+, DS1511+, DS1511+, DS1010+, DS713+, DS712+, DS710+, DS509+, DS508, RX1214, RX1214RP, RX1213sas, RX1211, RX1211RP, RX4, DX1211, DX513, DX510, DX5, VS240HD and RAM Module (1GB/2GB/4GB/8GB). (3) "Category III Product" means all other Synology product models purchased by Customer after March 1, 2008. (4) "Category IV Product" means all other Synology product models purchased by Customer before February 29, 2008. (b) "Refurbished Product" means all Synology products which have been refurbished and sold directly by Synology through Online Store, not including those sold by an authorized Synology distributor or reseller. (c) "Customer" means the original person or entity purchasing the Product from Synology or an authorized Synology distributor or reseller. (d) "Online Store" means a online shop operated by Synology or Synology's affiliate. (e) "Product" means a New Product or a Refurbished Product and any hardware incorporated into the Product by Synology and any accompanying documentation. (f) "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. (g) "Warranty Period" means 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; or (5) 90 days after such date for Refurbished Products, except for those sold as "as is" or with "no warranty" on Online Store. (h) "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. Synology provides no warranty to Refurbished Product sold as "as is" or with "no warranty" on Online Store.

**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/JURISDICTIONS 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.