



# Synology DiskStation DS411+

快速安装指南

# 目录

## 第 1 章：事前须知

包装内容物 .....	3
安全须知 .....	4

## 第 2 章：硬件安装

安装硬盘所需的工具和零件 .....	5
安装硬盘 .....	5
启动 DiskStation .....	10

## 第 3 章：安装 DiskStation 韧体

从 Windows 安装 .....	11
从 Mac OS X 安装 .....	13
从 Linux 安装 .....	14
更多内容 .....	17

# 事前须知

在您开始设定 DiskStation 前，请检查包装内容来确认是否已收到下列项目。另外，使用前请先仔细阅读安全须知，避免让 DiskStation 遭受损毁。

## 包装内容物

主机 x 1		交流电源线 x 1	
			
		变压器 x 1 	
固定卡钩 x 1	2 公尺 RJ-45 网络线 x 1	安装光盘 x 1	
			
适用于 3.5 吋硬盘的螺丝 x 18	适用于 2.5 吋硬盘的螺丝 x 18	机壳螺丝 x 8	
			

## 安全须知

	切勿将产品放置在直接受阳光曝晒或靠近化学药剂的场所。请确保其所在环境恒定温度与湿度的维持。
	务必将 Synology 产品直立放置于平面上。切勿让其横置。
	切勿将 Synology 产品靠近水源。
	清洁时，先将电源插头及所有线路拔下，再以湿布擦拭 Synology 产品即可。切勿使用化学或喷雾式清洁剂。
	切勿将 Synology 产品放置在不稳定的推车、台子或桌面上，以免产品滑落而损害。
	与本产品所连接的线路和装置必须能提供本产品正常的电量，以确保其运作正常。

# 硬件安装

## 安装硬盘所需的工具和零件

- 一支螺丝起子
- 至少一颗 3.5 吋或 2.5 吋 SATA 硬盘  
(请参访 [www.synology.com/cht](http://www.synology.com/cht) 网站取得兼容的硬盘列表。)

**警告：**如果您安装的硬盘有数据，系统会格式化硬盘并清除所有数据。若您日后还需要使用这些数据，请在安装前先行备份。

## 安装硬盘

1. 松开机器后方固定后面板的四颗螺丝。



2. 将后面板轻轻放下。



3. 将上盖往上提，然后拉出来。

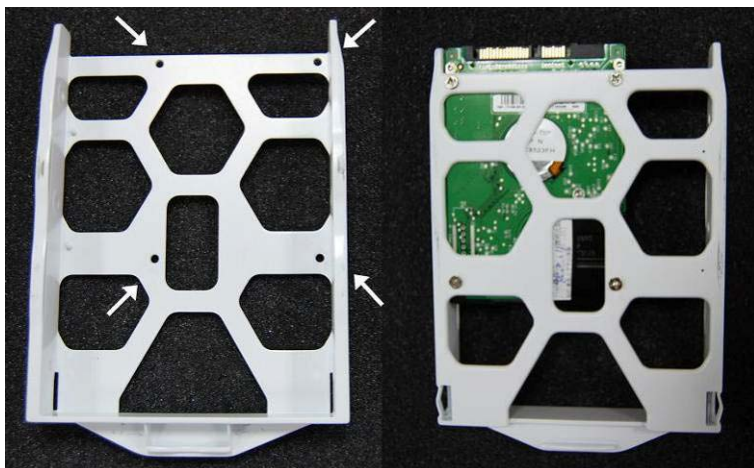


4. 您将会看到四个硬盘盘。将其中一个硬盘盘拉出。

**a** 如果您使用 3.5 吋硬盘，将硬盘直接放入硬盘盘，并使用附上的四颗 3.5 吋硬盘螺丝将硬盘锁紧。



**b** 如果您使用 2.5 吋硬盘，将硬盘对准硬盘盘上的四个小孔，并使用附上的四颗 2.5 吋硬盘螺丝将硬盘锁紧。



5. 将所有硬盘依上述方法锁紧，再将硬盘盘放回机器，并确保推入至底。





6. 如果您使用 3.5 吋硬盘，用附上的机壳螺丝将硬盘盘锁紧。



7. 将上盖组回原位。

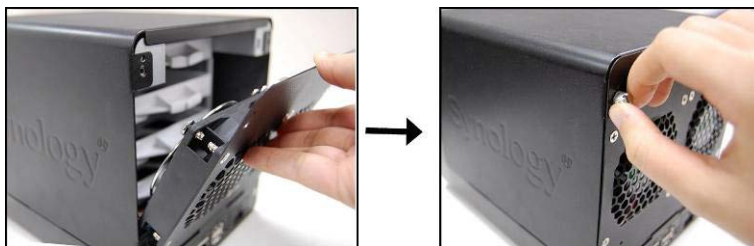


8. 将固定卡钩固定到后面板上的孔位。确定在后面板的内面，固定卡钩已勾上。





9. 闔上后面板，然后将四顆固定后面板的螺絲鎖回。



## 启动 DiskStation

1. 将变压器接上服务器，并将变压器电线固定在卡钩上，然后将电源线插入电源插座。



将 RJ-45 网络线插入网络端口，另一端则接上您的交换器

2. 集线器、或线由器。



3. 将前面板的塑料保护膜撕除，按压前面板的电源按钮开机。



# 安装 DiskStation 韧体

在网络上的一部计算机上，请依照本章介绍的步骤来安装 DiskStation 的系统韧体。韧体安装完成后，您可以使用网页浏览器登入 DiskStation Manager，藉此管理 DiskStation 的所有功能。

## 从 Windows 安装

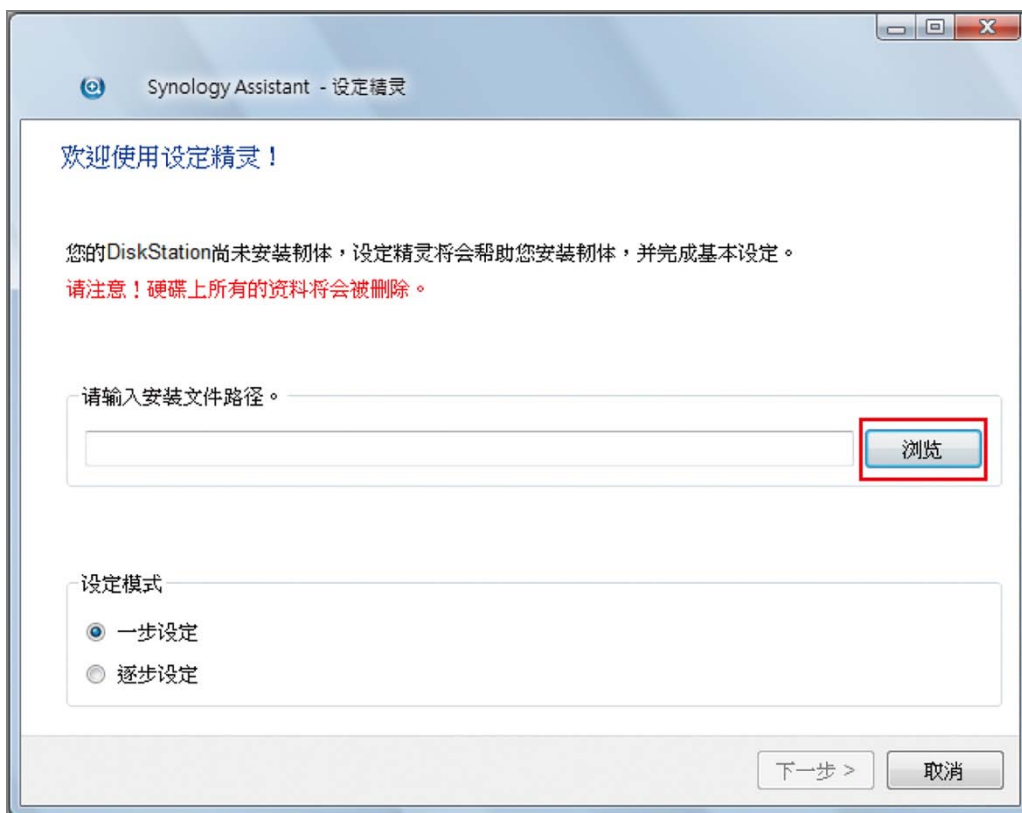
1. 将安装光盘放入计算机，然后从自动执行的选单中选择**设定 Synology 服务器**。



2. Synology Assistant 开启后，在服务器清单中双击您的 DiskStation。



3. 单击浏览来选择安装光盘中的「.pat」安装档案。



依照屏幕上的指示来完成设定流程。

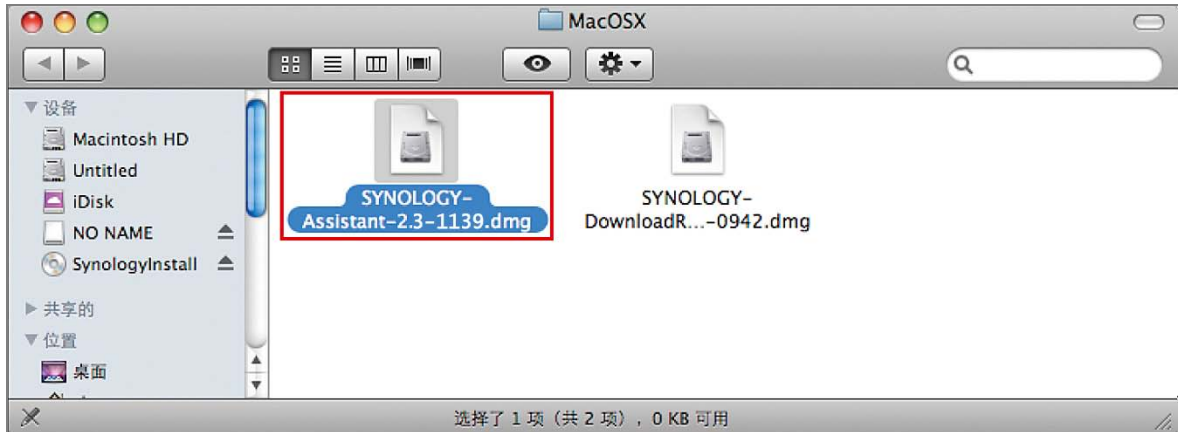
**注意：**如果您选择**一步设定**，DiskStation Manager 的 **admin** 默认密码将会是空白。

## 从 Mac OS X 安装

1. 将安装光盘放入计算机，然后双击桌面上的 **SynologyInstall** 图示。



2. 在显示的窗口中，双击 **MacOSX** 文件夹，然后双击 **Synology Assistant-2.3-[版本号].dmg**。

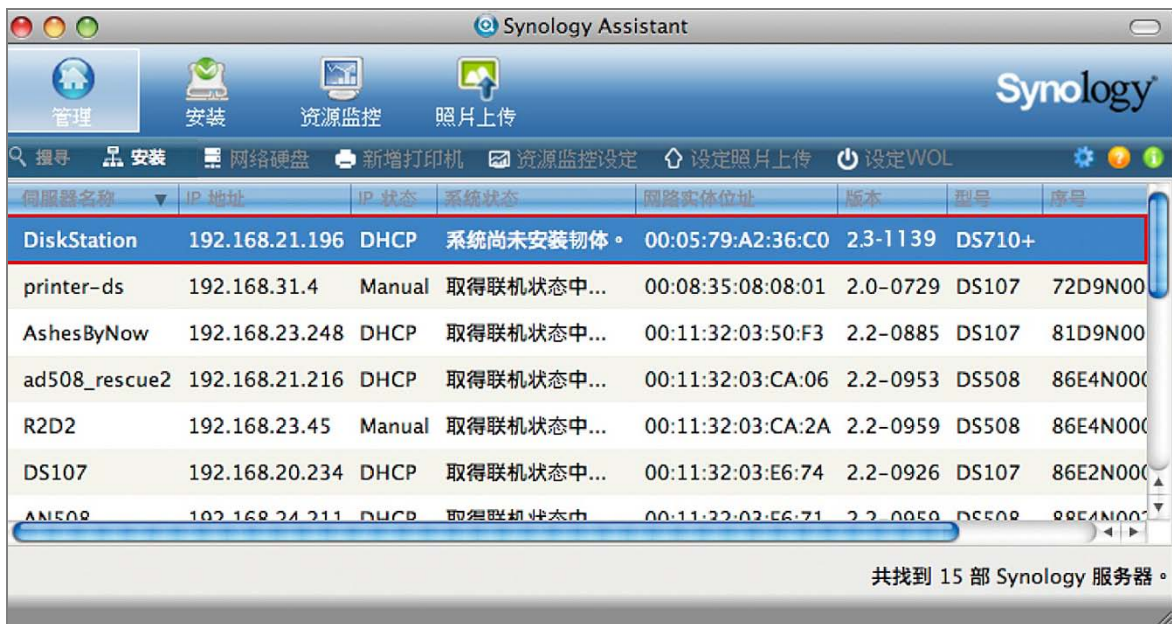


3. 在显示的窗口中双击 **Synology Assistant.app**。



Synology Assistant.app

4. Synology Assistant 开启后，在服务器清单中双击您的 DiskStation。



5. 单击**浏览**来选择安装光盘中的「.pat」安装档案。



依照屏幕上的指示来完成设定流程。

**注意：**如果您选择**一步设定**，DiskStation Manager 的 **admin** 默认密码将会是空白。

## 从 Linux 安装

Linux 版本的 Synology Assistant 以 **Ubuntu 8** 和 **9** 为最佳执行环境。您仍然可以在其他版本的 Linux 上试用此版本的 Synology Assistant。

### 安装并执行 Synology Assistant

您可以使用命令行或图形用户接口安装并执行 Synology Assistant。

**若您想要使用命令行进行安装：**

执行安装光盘之 **Linux** 文件夹中的 **install.sh** 脚本，其会引导您执行下列步骤。

1. 移除测试版的 Synology Assistant (如果有的话)。

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

2. 将 **SynologyAssistant-2.3-[版本号].tar.gz** 解开至您要的目录中，例如 **[/usr/local]** 或 **[.]**。

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

3. 若您是使用 64 位的 Ubuntu，则必须先安装 32 位的链接库才能继续进行。

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



4. 建立 `/usr/local/bin` 的快捷方式。

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

5. 若要执行 Synology Assistant, 您可以使用下列指令:

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

或是执行快捷方式:

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

如果 `/usr/local/bin` 已存在于环境变量 `$PATH` 中, 请直接键入:

```
SynologyAssistant
```

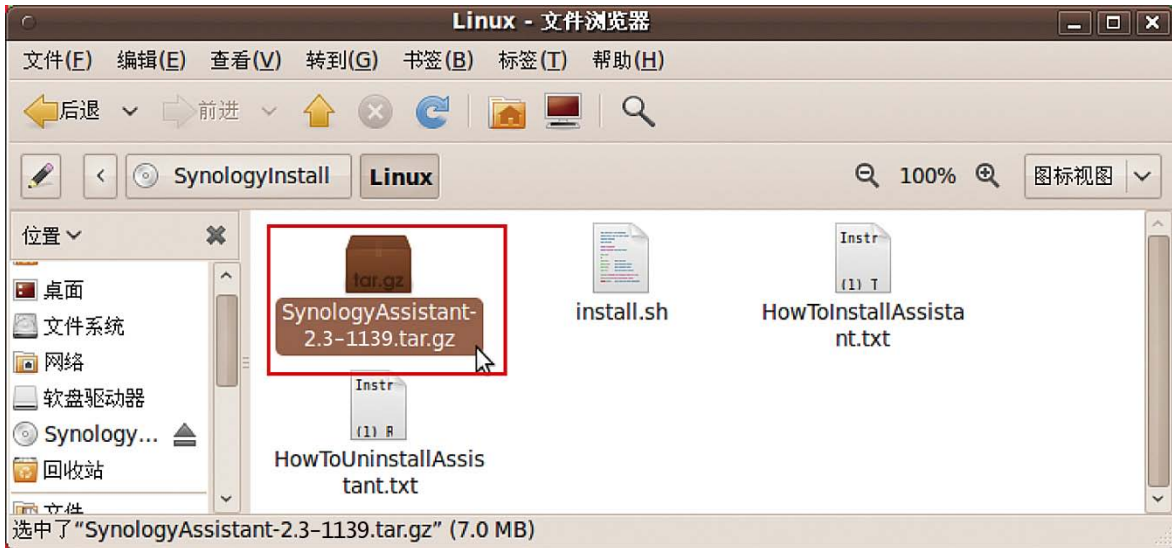
若您想要使用图形用户接口进行安装:

1. 前往 `/usr/local` 及 `/usr/local/bin` 并删除下列文件夹 (如果有的话):  
**Synology, SynologyAssistant**
2. 将安装光盘放入计算机, 然后双击桌面上的 **SynologyInstall** 图示。

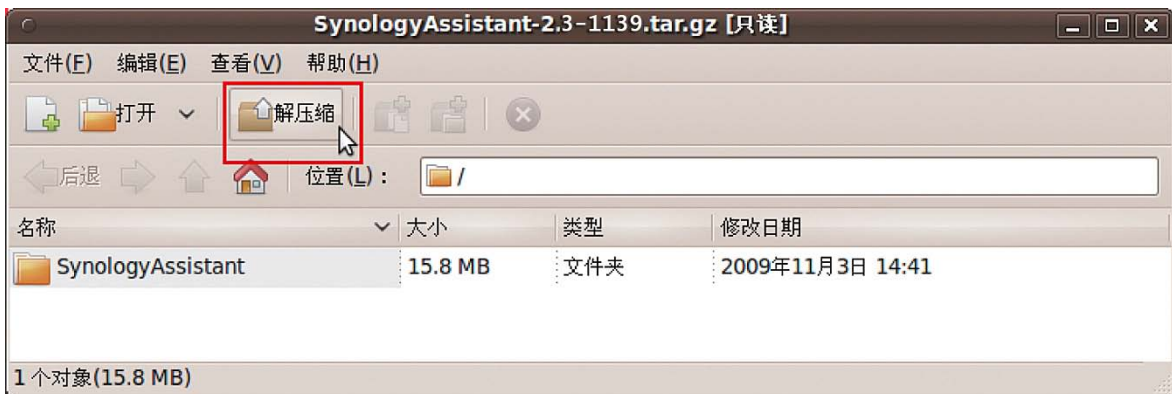


SynologyInstall

3. 在显示的档案浏览器窗口中, 双击 **Linux** 文件夹, 然后双击 **Synology Assistant-2.3-[版本号].tar.gz**。



4. 单击 **解开**, 然后将 **SynologyAssistant** 目录解开至 `/usr/local` 或其他任何路径。





**重要事项：**若您是使用 64 位的 Ubuntu，则必须先安装 32 位的链接库才能继续进行。若要安装，请在 [终端机] 中键入下列命令：

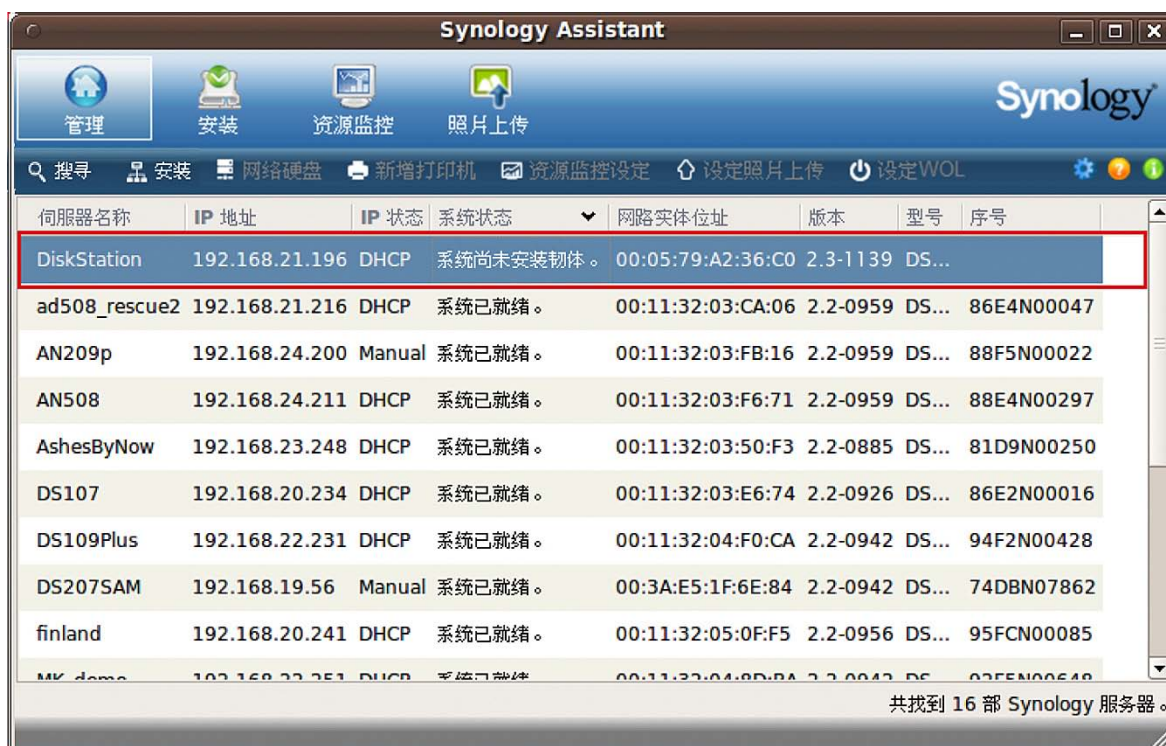
```
sudo apt-get install ia32-libs
```

5. 前往 `/usr/local/SynologyAssistant` (或是 [您刚才指定的路径]/SynologyAssistant) 双击 **SynologyAssistant**，然后在显示的对话框中选取在终端机中执行。

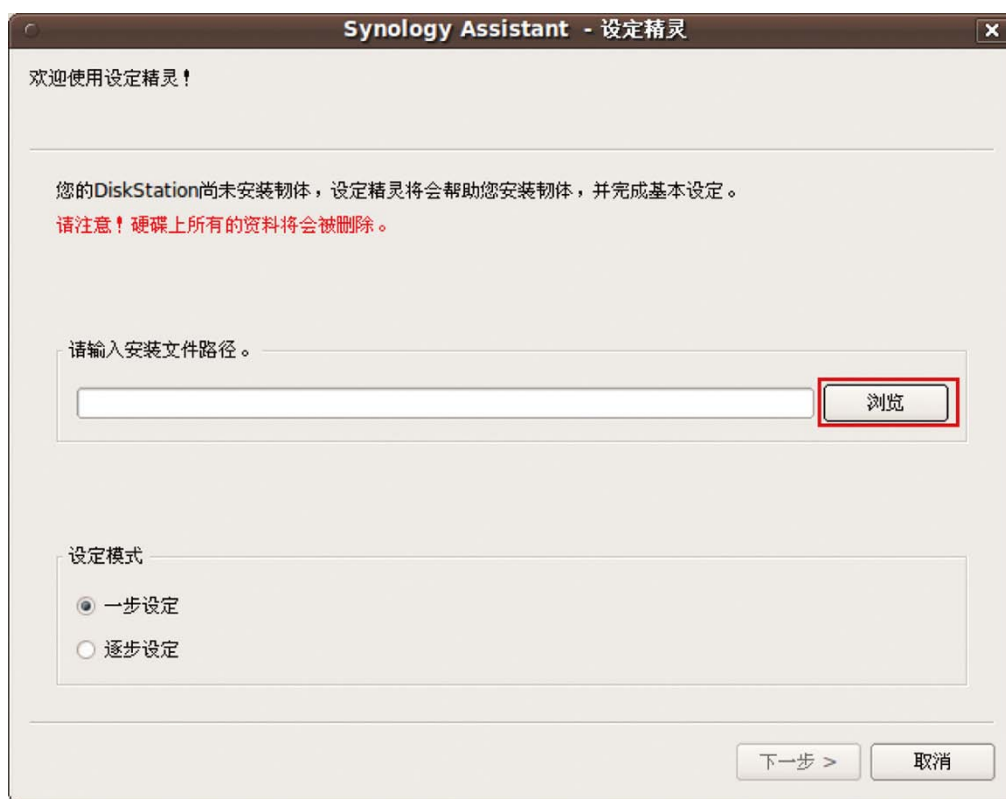


## 安装 DiskStation 韧体

1. Synology Assistant 开启后，在服务器清单中双击您的 DiskStation。



- 单击**浏览**来选择安装光盘中的「.pat」安装档案。



- 依照屏幕上的指示来完成设定流程。

**注意：**如果您选择**一步设定**，DiskStation Manager 的 **admin** 默认密码将会是空白。

## 更多内容

恭喜！您的 DiskStation 已经设定完成。当您完成服务器设定后，服务器上的 Status LED 指示灯会闪烁橘灯。这表示您需要登入 DiskStation Manager 以建立储存空间。请参照 Synology DiskStation 使用手册内的详细步骤说明。如需更多 DiskStation 的相关信息或在线资源，请参访 [www.synology.com](http://www.synology.com) 网站。

**SYNOLOGY, INC.**  
**最终用户许可协议**

**重要须知 – 请认真阅读：** 此最终用户许可协议 ("EULA") 是您 (个人或单一实体) 与 SYNOLOGY, INC. 公司及其子公司, 包括 SYNOLOGY AMERICAN CORP (统称"SYNOLOGY") 之间就任何 SYNOLOGY 软件以及在 [WWW.SYNOLOGY.COM](http://WWW.SYNOLOGY.COM) 中下载或 SYNOLOGY 产品 (统称"产品") 中随附或安装的任何相关的固件、媒体、打印的材料和"在线"或电子文档 (统称"软件") 所签订的法定协议。

打开包含软件的包装、在产品上安装 SYNOLOGY 之前未预先安装的软件或使用包含预先安装的软件的产品即表示您同意受本 EULA 条款的约束。如果您不同意本 EULA 的条款, 不要打开产品包装盒、安装软件或使用包含软件的产品。您可以根据转销商的适用退款政策将产品退还给您购买该产品的转销商请求退款。

**第 1 条. 有限软件许可** 根据本 EULA 的条款和条件, Synology 授予您有限、非独占、不可转让、个人的许可来安装、运行和使用只与您授权使用的产品相关的一份软件副本。

**第 2 条. 文档** 您可以复制和使用软件提供的任何文档的适当复件数; 前提是这些复件只能用于内部业务目的, 不能再次出版或发布 (以复印件或电子形式) 给第三方。

**第 3 条. 备份** 您可以复制适当的软件复件数用于备份或存档。

**第 4 条. 更新** Synology 为您提供的或 Synology 网站 [www.synology.com](http://www.synology.com) ("网站") 中用于更新和补充原始软件的任何软件受本 EULA 约束, 除非有提供这些更新或补充的附加许可条款, 在这种情况下, 软件将受这些附加条款约束。

**第 5 条. 许可限制** 第 1 条中规定的许可适用范围仅限于您已经订购或付款的产品, 规定陈述了您对软件的所有权利。Synology 保留在本 EULA 中未明确授权给您的所有权利。在不限制上述规定的前提下, 您不能授权或允许任何第三方: (a) 出于与产品相关之外的其他目的使用软件; (b) 在任何商业主持或服务机构环境中许可、发布、出租、租赁、出借、转让、分配或处理软件或使用软件; (c) 进行反向工程、反编译、反汇编或试图破解软件源代码或揭露与软件相关的任何商业机密, 除非适用法律明确允许上述活动 (尽管有此项限制); (d) 改编、修改、改动、翻译或创作软件的任何衍生作品; (e) 删除、改动或隐藏产品上的版权声明或其他所有权声明; 或 (f) 规避或试图规避 Synology 采用的方法来控制对产品或软件的组件、特征或功能的访问。

**第 6 条. 开放源码** 软件可能包含依据 GNU 通用公共许可证 ("GPL 组件") 授权给 Synology 的组件, 当前可在 <http://www.gnu.org/licenses/gpl.html> 网站中获取该许可证。当本 EULA 与 GPL 的要求在关于 GPL 组件的使用方面发生抵触时, GPL 的条款将作为唯一约束 GPL 组件的条款, 在这种情况下, 您同意在使用这些组件时受 GPL 约束。

**第 7 条. 审查** Synology 拥有审查您是否遵守本 EULA 条款的权利。您同意授予 Synology 对设施、装置、账簿、记录和文档的检查权力以及尽量与 Synology 合作以便进行此类审查。

**第 8 条. 所有权** 该软件是 Synology 和其许可方的宝贵财产, 受版权和其他知识产权法律与条约的保护。Synology 或其许可方拥有软件的所有权利、所有权和利益以及软件的所有版权和其他知识产权权利。

**第 9 条. 有限担保** Synology 担保距离您 (a) 在不包含预先安装的软件的产品上安装软件或 (b) 使用包含预先安装了软件的产品九十 (90) 天内 ("担保期"), 如适用, 软件将基本上符合 Synology 发布的 (如果有) 或在网站中规定的软件规范。如果您在担保期内向 Synology 发出违反情况的书面通知, Synology 将执行商业上合理的措施, 由 Synology 自行决定, 修正任何软件中的任何不一致的内容或更换未遵循上述担保的任何软件。上述担保不适用于以下情况所造成的违规行为: (w) 在未遵守本 EULA 的前提下使用、复制、发布或揭露软件; (x) 非 Synology 的人员对软件进行任何的定制、修改和改动; (y) 将软件与 Synology 外的人员提供的其他产品、服务或其他部件结合使用或 (z) 您未遵守本 EULA。

**第 10 条. 支持** 在担保期内, Synology 将为您提供支持服务。适用担保期到期之后, 须通过书面申请才能从 Synology 获取软件支持。

**第 11 条. 免责声明** 除了上述明确规定之外, SYNOLOGY 及其供应商将会以 "原样" 提供软件, 包括软件的所有缺陷。SYNOLOGY 及其供应商对此软件在此声明不承担所有其他明示、默示和法定担保, 根据法律或其他规定, 包括但不限于适销性、特定目的或用途的适用性、所有权和不侵权的任何默示担保。在不限制上述规定的前提下, SYNOLOGY 不保证软件完全没有漏洞、错误、病毒和其他缺陷。

**第 12 条. 某些损坏的免责声明** 在任何情况下, SYNOLOGY 或其许可方对于弥补费用或由于意外、间接、特别、惩罚性、必然或与其相似的损坏或债务 (包括但不限于数据、信息的丢失、收入、利润或业务的流失) 而引起的费用概不负责, 不管是基于合同、侵权行为 (包括过失)、绝对责任或其他理论依据, 即使 SYNOLOGY 被告知该等损失可能与本 EULA 中的软件或其他内容的使用或无法使用或软件本身有关。

**第 13 条. 责任范围** SYNOLOGY 及其供应商的责任与本 EULA 中的软件或其他内容的使用或无法使用或软件本身有关, 该责任仅限于您支付产品所用的实际数额, 而不考虑您可能得到的保险金数额, 不管是基于合同、侵权行为 (包括过失)、

绝对责任或其他理论依据。上述免责声明、某些损坏的免责声明和责任范围在适用法律允许的最大限度范围内适用。一些州和司法管辖区的法律不允许排除默示担保或排除或限制某些损坏。尽管那些法律在某种程度上适用于本 EULA，上述规定的排除和限制可能不适用于您。

**第 14 条. 出口限制** 您承认该软件受美国出口限制的制约。您同意遵守该软件适用的所有适用法律法规，包括但不限于美国出口管理条例。

**第 15 条. 美国政府许可权利** 提供给美国政府的所有软件都附带有商业许可权利和限制，已在本 EULA 中做出说明。通过安装、复制或使用该软件，美国政府同意该软件是 FAR 第 12 条中提及的“商业计算机软件”或“商业计算机软件文档”。

**第 16 条. 终止** 如果您没有遵守本协议中的条款和条件，在不损害任何其他权利的情况下，Synology 可能终止本 EULA。在此情况下，您必须停止使用软件并销毁所有软件复件及其所有部件。

**第 17 条. 让渡** 您不能将本 EULA 中规定的属于您的权利转让或让渡给第三方。违反上述限制的任何转让或让渡都将无效。

**第 18 条. 适用法律** 除非当地法律明确禁止，否则本 EULA 受美国华盛顿州的法律的制约，不考虑与任何相反的法律原则的冲突。1980 联合国国际商品销售合同公约或其任何后续公约不适用。

**第 19 条. 调解纠纷** 如果发生由本担保、软件或由 Synology 提供的软件相关服务或您与 Synology 之间的关系引起或与之相关的任何争议、纠纷或者索赔，将根据美国仲裁协会目前的商业条例交由仲裁全权且最终裁决（如果您居住在美国），除非以下另有规定。在此情况下，仲裁将由一名仲裁员独立审理，且该仲裁仅限于您和 Synology 之间的争议。仲裁或仲裁的某一部分将不会与其他仲裁进行合并且不会以

团体或集体仲裁形式进行。仲裁应在美国华盛顿州的金县通过提交文件、打电话、在线或面对面的方式进行，具体方式由仲裁员根据双方的请求决定。在美国或其他国家境内发生的任何仲裁或法律诉讼中胜诉的一方应得到所有费用和合理的律师费用，包括胜诉方支付的任何仲裁费。此类仲裁程序的任何裁决都将是最终裁决，对双方具有约束力，且任何具有司法管辖权的法庭都可进行判决。您了解（如果没有本条款）您具有对此类争议、纠纷或者索赔在法庭提起诉讼的权利，包括以团体或集体的形式对纠纷提起诉讼的权利，您明确且在知情的情况下放弃这些权利，同意根据本协议第 19 条的条款通过约束仲裁解决任何争议。如果您不是居住在美国，本条款中提及的任何争议、纠纷或者索赔应由三位中立的仲裁员根据中华人民共和国仲裁法和相关的执行法的程序进行最终仲裁。仲裁应在中国台湾台北进行，仲裁程序应以英语或者（如果双方同意）普通话进行。仲裁裁决为最终裁决，对双方具有约束力，具有司法管辖权的法院均可执行。本条款中的任何内容都不应被视为禁止或限制 Synology 对于违反或威胁违反本 EULA 关于 Synology 知识产权权利的条款的行为寻求法律上或衡平法上的禁令补救或其他类似权利和补救。

**第 20 条. 律师费用** 在任何仲裁、调解或其他法律诉讼中或在执行本 EULA 中的权利或补救时，胜诉的一方将有权利得到除其他有权享有的补偿外的费用和合理的律师费用。

**第 21 条. 效力瑕疵** 如果有司法管辖权的法院坚持本 EULA 中的任一条款无效、违法的或不能强制履行，本 EULA 中的其他条款仍将继续有效。

**第 22 条. 完整协议** 本 EULA 构成了 Synology 与您之间关于该软件和相关主题的完整协议，且将替代所有之前和同期的书面或口头承诺和协议。除非由受约束方提出并签字，否则对任何本 EULA 中的任何条款的修正、修改或弃权都将视为无效。

## SYNOLOGY, INC. 有限产品担保

本有限担保（“担保”）适用于 SYNOLOGY, INC. 及其附属公司，包括 SYNOLOGY AMERICA CORP（统称“SYNOLOGY”）的产品（定义如下）。打开包含产品的包装和/或使用产品即表示您接受并同意受本担保的条款的约束。如果您不同意本担保的条款，请不要使用该产品。您可以根据转销商的适用退款政策将产品退还给您购买该产品的转销商请求退款。

**第 1 条. 定义** (a) “第 I 类产品”是指型号为 RS810+、RS810RP+ 和 RX410 的 Synology 产品。(b) “第 II 类产品”是指型号为 DS1010+、DS710+、DS509+、DS508、RS409RP+、RS409+、RS409、RS408-RP、RS408、RS407、DX510、DX5 和 RX4 的 Synology 产品。(c) “第 III 类产品”是指客户在 2008 年 3 月 1 日之后购买的所有其他 Synology 产品型号。(d) “第 IV 类产品”是指客户在 2008 年 2 月 29 日之前购买的所有其他 Synology 产品型号。(e) “客户”是指从 Synology 或认证的 Synology 经销商或分销商处购买产品的原始购买人和实体。(f) “产品”是指第 I 类产品、第 II 类产品、第 III 类产品或第 IV 类产品以及 Synology 产品中包含的任何硬件或随附文档。(g) “软件”是指客户购买的产品中随附的、客户在网站上下载的或预先由 Synology 安装到产品上的 Synology 专有软件，包括任何固件、相关媒体、图像、动画、视频、音频、文本和软件或产品中包含的小应用程序以及此类软件的任何更新或升级。(h) “担保期”是指：(i) 以客户购买产品的日期为起点，(1) 第 I 类产品购买日期之后的五年；(2) 第 II 类产品购买日期之后的三年；或 (3) 第 III 类产品购买日期之后的两年；或 (4) 第 IV 类产品购买之后的一年。(j) “网站”是指 Synology 网站 [www.synology.com](http://www.synology.com)。

### 第 2 节. 有限担保和补救

**2.1 有限担保** 根据第 2.7 条，Synology 向客户担保每一种产品 (a) 都不存在工艺上的材料缺陷以及 (b) 如果正常使用，产品在担保期内会基本上符合 Synology 发布的产品规范。Synology 可以为产品中随附的最终用户许可协议（如果有）中提到的软件做担保。

**2.2 产品注册** 客户可以注册 Synology 产品，在网站上获取第 I 类产品、第 II 类产品和第 III 类产品的生产日期。在网站上注册产品失败不会剥夺第 2.1 条中提及的担保权利。Synology 对客户无法识别任何产品的生产日期概不负责。

**2.3 独有补偿** 如果客户在适用担保期内通过以下方式发出违反第 2.1 条中提及的任何担保的通知，一经 Synology 验证所提出的违反情况属实，Synology 将（由 Synology 决定）：根据第 2.4 条，(a) 做出商业上合理的努力维修产品，或 (b) 如果客户退还完整产品，则更换不合格的产品或部件。上述内容说明了 Synology 对第 2.1 条中担保的违反或产品的其他任何缺陷和不足所承担的全部责任和客户的唯一且除外补救方式。客户可适当协助 Synology 判定和验证产品的不合格性。第 2.1 条中提及的担保不包括：(1) 关于软件的任何担保；(2) 实际安装产品或从客户场所移除产品；(3) 访问客户的场所；(4) 不在 Synology 或其合同服务提供商当地

正常营业时间内（不包括周末和服务提供商的假期）进行维修或更换有缺陷的部件；(5) 与第三方设备或软件相关的工作；(6) 由客户或任何第三方安装的硬件的担保；或 (7) 硬盘兼容性的担保。

**2.4 退还** 客户要退还第 2.3 条中规定的任何产品，在寄出之前必须获得 Synology 分配的退货授权（“RMA”）号码，且必须根据 Synology 当前生效的 RMA 程序将产品退还。客户可以联系任何认证的 Synology 经销商或转销商或 Synology 支持中心寻求帮助获取一个 RMA 号码，在寻求帮助时必须提供购买证明和产品序列号。对于担保索赔，根据本协议第 2.4 条，客户必须退还完整的产品给 Synology 才有资格获取本担保中的担保额。没有 RMA 号码的退还产品或任何已被拆卸的产品（除非在 Synology 的引导下）将被拒绝并以客户自费方式退还给客户。已分配 RMA 号码的任何产品必须从 Synology 收到时的原样退回到 Synology 指定的地址，预付运费、恰当包装以保护产品并将 RMA 号码显示在包装箱外部的显著位置。在 Synology 收到产品之前，客户要自行承担关于退还产品的保险和损失风险。分配 RMA 号码的产品必须在发出适用 RMA 号码之后的十五 (15) 天内退还。

**2.5 Synology 提供的更换** 如果 Synology 选择更换本担保第 2.1 条中规定的任何产品，在收到退还的不合格产品（根据第 2.4 条中的规定）并经验证该产品与担保不相符后，Synology 将付费通过 Synology 选择的运送方式将更换产品寄给客户。更换产品会是崭新的或可使用的，功能和性能与之前的产品相当，担保期为原担保期的剩余天数或运送给客户之后的三十 (30) 天，无论是哪个，担保期都比之前的更长。经 Synology 验证无缺陷的产品将退还给客户。

**2.6 支持** 在担保期内，Synology 将为客户提供支持服务。适用担保期到期之后，须通过书面申请才能从 Synology 获取产品支持。

**2.7 排除情况** 上述的担保和担保义务不适用于以下任何产品情况 (a) 不是以产品规范中说明或指定的方式安装或使用；(b) 经由非 Synology 人员或其代理商或指定人员维修、改装或改动；(c) 以任何方式误用、滥用或损坏；(d) 与其他不是由 Synology 提供的产品指定的硬件或软件共用；或 (e) 其他非 Synology 控制范围内的原因造成的未能符合产品规范的情况。此外，上述担保在下列情况下无效：(1) 客户未经 Synology 允许拆卸产品；(2) 客户未能进行 Synology 提供的任何修正、修改、增强、改善或其他更新；或 (3) 客户实施、安装或使用任何第三方提供的任何修正、修改、增强、改善或



其他更新。当客户将产品销售或转让给第三方时，第 2.1 条中规定的担保将终止。

**2.8 免责声明** 本担保中规定的 SYNOLOGY 的担保条款、义务和责任与客户的救济是排他的且可替换 SYNOLOGY 所有其他担保条款、义务和责任以及客户对于 SYNOLOGY 的所有权利、索赔和救济，不管是明示或默示，根据法律或其他规定，客户在此声明放弃、让予与本担保中的产品、随附文档或软件和其他任何商品和服务相关的上述内容，但是不限于：(A) 出于特定目的或用途的适销性或适用性的默示担保；(B) 与履约过程、交易过程或行业惯例有关的默示担保；(C) 因违约或误用提起索赔；或 (D) 因侵权行为提起索赔（不管是基于过失、绝对责任、产品责任或其他理论依据）。SYNOLOGY 并不保证和特别声明存储于任何 SYNOLOGY 产品上的数据或信息是安全的且没有数据丢失的风险。SYNOLOGY 建议客户采取适当措施备份存储于产品上的数据。一些州不允许限制默示担保，因此上述限制可能不适用于客户。

### 第 3 节. 责任范围

**3.1 不可抗力** 对于不在其合理控制范围内的原因或条件而造成延迟履行或者未能履行本担保要求的行为（包括但不限于任何客户履行或未能履行的行为），Synology 将不承担责任或不被认为是违反或不履行本担保。

**3.2 某些损坏的免责声明** 在任何情况下 SYNOLOGY 或其供应商对于弥补费用或由于意外、间接、特别、惩罚性、必然或与其相似的损坏或债务（包括但不限于数据、信息的丢失、收入、利润或业务的流失）而引起的费用概不负责，不管是基于合同、侵权行为（包括过失）、绝对责任或其他理论依据，即使 SYNOLOGY 被告知该等损失可能与本担保中的产品、任何随附文档或软件以及任何其他商品或服务的使用或无法使用有关。

**3.3 责任范围** SYNOLOGY 及其供应商的责任与本担保中的产品、任何随附文档或软件以及任何其他商品或服务的使用或无法使用或软件本身有关，该责任仅限于客户支付产品所用的数额，而不考虑客户可能得到的保险金数额，不管是基于合同、侵权行为（包括过失）、绝对责任或其他理论依据。上述某些损坏的免责声明和责任范围在适用法律允许的最大限度范围内适用。一些州/司法管辖区的法律不允许排除或限制某些损坏。尽管那些法律在某种程度上适用于本产品，上述规定的排除和限制可能对客户不适用。

### 第 4 节. 其他

**4.1 所有权** 产品和产品随附的任何软件和文档，包括 Synology 及其第三方供应商和许可方的所有权和知识产权。Synology 拥有和保留产品的所有权利、所有权和知识产权利益，根据本担保，产品或与之相关的任何知识产权、任何随附软件或文档以及本担保提供的任何商品的权利或所有权都不会转让给客户。客户应 (a) 遵守 Synology 或认证的 Synology 经销商或转销商配备的软件随附的 Synology 最终用户许可协议中的条款和条件；(b) 不要试图对任何产品或其

组件或随附的软件进行反向工程或误用、规避或违反 Synology 的任何知识产权权利。

**4.2 让渡** 未经 Synology 书面许可，客户不能通过法律手段或其他手段直接让渡本担保中的权利。

**4.3 无附加条款** 除非本担保明确规定，双方均不愿也不必受与本担保中的条款相抵触的由采购单、收据、回单、确认书、信件或其他资料中的另一方规定的任何条款、条件或其他条款约束，除非双方书面同意此条款。此外，如果本担保与产品有关的双方所签订的任何协议中的任何条款或条件相冲突，则以本担保为准，除非其他协议特别指出本担保中被替换的部分。

**4.4 适用法律** 除非当地法律明确禁止，否则本担保受美国华盛顿州法律的制约，不考虑与任何相反的法律原则的冲突。1980 联合国国际商品销售合同公约或其任何后续公约不适用。

**4.5 调解纠纷** 如果发生由本担保、产品或由 Synology 提供的产品的相关服务或居住在美国的客户和 Synology 之间的关系引起或与之相关的任何争议、纠纷或者索赔，将根据美国仲裁协会目前的商业条例交由仲裁全权且最终裁决，除非以下另有规定。仲裁将由一名仲裁员独立审理，且该仲裁仅限于客户和 Synology 之间的争议。仲裁或仲裁的某一部分将不会与其他仲裁进行合并且不会以团体或集体仲裁形式进行。仲裁应在美国华盛顿州的金县通过提交文件、打电话、在线或面对面的方式进行，具体方式由仲裁员根据双方的请求决定。在美国或其他国家境内发生的任何仲裁或法律诉讼中胜诉的一方应得到所有费用和合理的律师费用，包括胜诉方支付的任何仲裁费。此类仲裁程序的任何裁决都将是最终裁决，对双方具有约束力，且任何具有司法管辖权的法庭都可进行判决。客户了解（如果没有本条款）客户具有对此类争议、纠纷或者索赔在法庭提起诉讼的权利，包括以团体或集体的形式对纠纷提起诉讼的权利，客户明确且在知情的情况下放弃这些权利，同意根据本协议第 4.5 条的条款通过约束仲裁解决任何争议。对于没有居住在美国的客户，本条款中提及的任何争议、纠纷或者索赔应由三位中立的仲裁员根据中华人民共和国仲裁法和相关的执行法的程序进行最终仲裁。仲裁应在中国台湾台北进行，仲裁程序应以英语或者（如果双方同意）普通话进行。仲裁裁决为最终裁决，对双方具有约束力，具有司法管辖权的法院均可执行。本条款中的任何内容都不应被视为禁止或限制 Synology 对于违反或威胁违反本担保关于 Synology 知识产权权利的条款的行为寻求法律上或衡平法上的禁令性救济或其他类似权利和救济。

**4.6 律师费用** 在仲裁、调解或其他法律行为中或在执行本担保中的权利或补救时，胜诉的一方将有权利收回除其他有权享有的补偿外的费用和合理的律师费用。

**4.7 出口限制** 您承认该产品可能受美国出口限制的制约。您将遵守该产品适用的所有适用法律法规，包括但不限于美国出口管理条例。

**4.8 效力瑕疵** 如果有司法管辖权的法院坚持本担保中的任一条款无效、违法的或不能强制履行，本担保中的其他条款仍将继续有效。

**4.9 完整协议** 本担保构成 Synology 和客户之间关于此主题的完整协议，且将替代之前任何以及所有的协议。除非由约束方提出并签字，否则对任何本担保中的任何条款的修正、修改或弃权都将视为无效。

**注意：**如果英文版本与其他任何语言版本的文意有差异或不一致之处，则以英文版本为准。



**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.