# Synology

# Synology DiskStation DS114

**Quick Installation Guide** 

Synology\_QIG\_DS114\_20130716

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### Chapter

## **Before You Start**

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

## **Package Contents**

	Main unit x 1	AC power cord x 1
Eng Ku		
bg,	Sunolog)	AC power adapter x 1
05114		
Screws for hard drives x 6	Screws for securing the Synology case x 3	RJ-45 LAN cable x 1
E (2)		26

## Synology DiskStation at a Glance



No.	Name	Location	Description	
1)	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 11.	
2)	Power Button	Front Panel	The power button is used to turn Synology DiskStation on or off. To turn off Synology DiskStation, press the power button and hold it until you hear a beep sound and the Power LED starts blinking.	
3)	Fan	Back Panel	The fan is built to exhaust waste heat out of Synology DiskStation. If the fan is malfunctioning, the system will beep every few seconds.	
4)	eSATA Port	Back Panel	The eSATA port is used to connect external SATA disk or Synology Expansion Unit <sup>1</sup> to Synology DiskStation.	
5)	USB3.0 Ports	Back Panel	The Synology DiskStation offers USB3.0 ports for adding additional external hard drives, USB printers, or other USB devices.	
6)	RESET Button	Back Panel	1. To restore IP, DNS, passwords for the <b>admin</b> account to default value. 2. To reinstall the Synology DiskStation.	
7)	LAN Port	Back Panel	The LAN port is where you connect RJ-45 cable to Synology DiskStation.	
8)	Power Port	Back Panel	The power port is where you connect the AC power adapter to Synology DiskStation.	

<sup>&</sup>lt;sup>1</sup> Synology Expansion Unit is supported on certain DiskStations only.

## Safety Instructions

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

# **Hardware Setup**

## **Tools and Parts for Hard Disk Installation**

- A screwdriver
- A 3.5" or 2.5" SATA hard disk

(Please visit www.synology.com for compatible hard disk models.)

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

## **Install Hard Disks**

1 Push the upper case in the direction as shown below. Lift the upper case and set it aside.





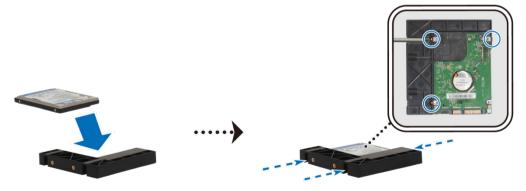


- **2** Install the hard disk:
  - For 3.5" Hard Disk: Slide the hard disk into the hard drive bay, and push it all the way until it is connected to the SATA connector. Secure the hard disk with the provided screws.

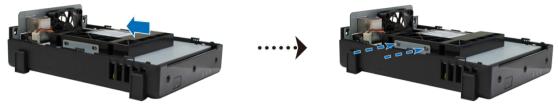




- For 2.5" Hard Disk:
  - a Place the hard disk in the 2.5" Disk Holder (Type C, sold separately), and then tighten the 2.5" screws to secure the hard disk.



**b** Slide the 2.5" Disk Holder into the hard drive bay, and push it all the way until the hard disk is connected to the SATA connector. Secure the Disk Holder with the provided screws.



**3** Replace the upper case, and tighten the screws on the back panel.



## Start up your DiskStation

- 1 Connect the AC adapter to the power port of DiskStation. Connect one end of the AC power cord to the AC power adapter, and the other to the power outlet.
- 2 Use the LAN cable to connect DiskStation to your switch/router/hub.
- 3 Press the power button to turn on your DiskStation.



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

# Install DSM on DiskStation

Once the hardware is ready, your DiskStation requires DiskStation Manager (DSM) – the operating system specifically designed for Synology DiskStations – to start working.

We highly recommend using Synology's online Web Assistant for installing DSM from the web browser. Synology Web Assistant automatically downloads the latest available software updates from the Internet and guides you through the installation.

## Install DSM from the Web Browser

By default your DiskStation model has a built-in tool called **Web Assistant** to help you configure and install the DSM operating system. Please refer to the steps in the following section.

- 1 Power on DiskStation.
- 2 Depending on your network environment, there are two ways to start DSM installation on your computer's web browser:
  - With Internet access: Go to find.synology.com
  - Without Internet access: Go to diskstation:5000
- 3 Web Assistant will be launched on your web browser. It will search and find your DiskStation within LAN, and the status of your DiskStation should be Not Installed.



4 Click Connect to start the setup process. Follow onscreen instructions to complete the setup process.

#### Note:

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

## Learn More

Congratulations! Your DiskStation 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 DiskStation, please visit www.synology.com.

# **Specifications**



Internal HDD         3.5" or 2.5" SATA(II) X 1           Max. Capacity         4TB (1 X 4TB HDD)           External HDD Interface         · USB 3.0 x 2           · eSATA x 1         ·           LAN Port         Gigabit x 1           Size (HxWxD) (mm)         166 X 71 X 224           Weight (Kg)         0.705           Supported Clients         · Windows XP onward           · Windows XP onward         · Ubuntu 9.04 onward           Max. User Accounts         2048           Max. Group Accounts         256           Max. Concurrent Connections         256           Max. Concurrent Connections         128           File System         · EXT4           · EXT3, FAT, NTFS (External disk only)           Volume Type         · Basic           Agency Certifications         · FCC Class B · CE Class B · BSMI Class B           HDD Hibernation         Yes           Wake on LAN         Yes           · Nederlands · Pyccxwi · Polski · Magyar · Portugués do Brasil · Portugués Europeu · Turkçe · Český · Etaši · Bi di y rugués do Brasil · Portugués Europeu · Turkçe · Český · Etaši · Bi di y might x · misk + Xorsk · Svensk           · Necleriands · Pyccxwi · Polski · Magyar · Portugués do Brasil · Portugués Europeu · Turkçe · Český · Etaši · Bi di y fight x · misk + Xorsk · Svensk           · Necleriands · Pyccxwi	Item	DS114				
External HDD Interface         · USB 3.0 x 2 · eSATA x 1           LAN Port         Gigabit x 1           Size (HxWxD) (mm)         166 X 71 X 224           Weight (Kg)         0.705           Supported Clients         · Windows XP onward           · Wundows XP onward         · Wundows XP onward           Supported Clients         · Windows XP onward           Max. User Accounts         2048           Max. Group Accounts         256           Max. Concurrent Connections         128           File System         · EXT4 · EXT3, FAT, NTFS (External disk only)           Volume Type         · Basic           Agency Certifications         · FCC Class B · CE Class B · BSMI Class B           HDD Hibernation         Yes           Wake on LAN         Yes           · English · Deutsch · Français · Italiano · Español · Dansk · Norsk · Svensk · Nederlands · Pyccxwā · Polski · Magyar · Portugués do Brasil · Portugués Europeu · Turkçe · Český · Entalier · Dirdy · Stader文 · 國体中文           · Une voltage: 100V to 240V AC · Frequency: 50/60Hz         · Frequency: 50/60Hz           · Operating Temperature: 15 to 155 F (-10 to 70°C) · Relative Humidity: 5% to 95% RH	Internal HDD	3.5" or 2.5" SATA(II) X 1				
External HDD Interface       -eSATA x 1         LAN Port       Gigabit x 1         Size (HxWXD) (mm)       166 X 71 X 224         Weight (Kg)       0.705         Supported Clients       · Windows XP onward         Aux User Accounts       2048         Max. User Accounts       2048         Max. Group Accounts       256         Max. Shared Folders       256         Max. Shared Folders       256         Max. Concurrent Connections       128         File System       · EXT4         · EXT3, FAT, NTFS (External disk only)         Volume Type       · Basic         Agency Certifications       · FCC Class B · CE Class B · BSMI Class B         HDD Hibernation       Yes         Scheduled Power On/Off       Yes         Wake on LAN       Yes         · English · Deutsch · Français · Italiano · Español · Dansk · Norsk · Svensk · Nederlands · Pycckwit · Polski · Magyar · Português do Brasil · Português Europeu · Türkçe · Český · El-Atāi · el-Ati · Eineviage ± 100V to 240V AC · Frequency: 50/60Hz         · Dire voltage: 100V to 240V AC · Frequency: 50/00Hz       · Line voltage: 100V to 240V AC · Frequency: 50/60Hz         · Une voltage: 100V to 240V AC · Storage Temperature: 40 to 95°F (5 to 35°C)       · Relative Humidity: 5% to 95% RH	Max. Capacity	4TB (1 X 4TB HDD)				
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		<ul> <li>Storage Temperature: 15 to 155°F (-10 to 70°C)</li> </ul>				
		Relative Humidity: 5% to 95% RH				
• Maximum Operating Altitude: 2,000 m (6,500 ft)		Maximum Operating Altitude: 2,000 m (6,500 ft)				

Note: Model specifications are subject to change without notice. Please refer to www.synology.com for the latest information.

Appendix

# **LED Indication Table**

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LED Indication	Color	Status	Description
	Green	Static	Volume normal
	Orange	Static	Available volume space < 1GB
07.0710			Available volume space < 1 %
STATUS			Volume degraded or crashed
		Blinking	No internal disk
	Off		HDD hibernation
	Green	Static	Gigabit Link
LAN		Blinking	Network is active
	Off		No network
DISK	Green	Blinking	Disk is being accessed
DISK	Off		No internal disk or disk idle
Power	Blue	Static	Power ready
		Blinking	Booting up
			Shutting down
	Off		Power off

Note: Model specifications are subject to change without notice. Please refer to www.synology.com for the latest information.

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**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.

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**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 WARRANTIES OF IMPLIED MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, DOES NOT WARRANT THAT SYNOLOGY THE SOFTWARE WILL BE FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS.

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**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 classwide 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 classaction 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) "<u>Category I Product</u>" means Synology product models RS810+, RS810RP+, and RX410 (2) "<u>Category II Product</u>" means Synology product models 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+, DS1512+, DS1511+, DS1010+, DS713+, DS712+, DS710+, DS509+, DS508, 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) "<u>Software</u>" 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.

#### 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.

Exclusive Remedy. If Customer gives notice of 23 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.

Return. Any Product returned by Customer under 2.4 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 A Product issued a RMA number must be Synology. 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 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.

27 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 The warranty set forth in Section 2.1 will terminate party. upon Customer's sale or transfer of the Product to a third party.

28 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 DISCLAIMS, ALL OTHER WARRANTIES, AND 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 PÉRFORMANCE, COURSE OF DEALING, OR USAGE OF (C) CLAIM INFRINGEMENT TRADE: OF OR MISAPPROPRIATION; OR (D) CLAIM IN TORT (WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER THEORY). SYNOLOGY SPECIFICALLY GUARANTEE MAKES NO AND 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 PRODUCT. STORED ON THE SOME STATES/JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

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**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

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**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.