



# **Synology DiskStation DS713+**

## **Quick Installation Guide**

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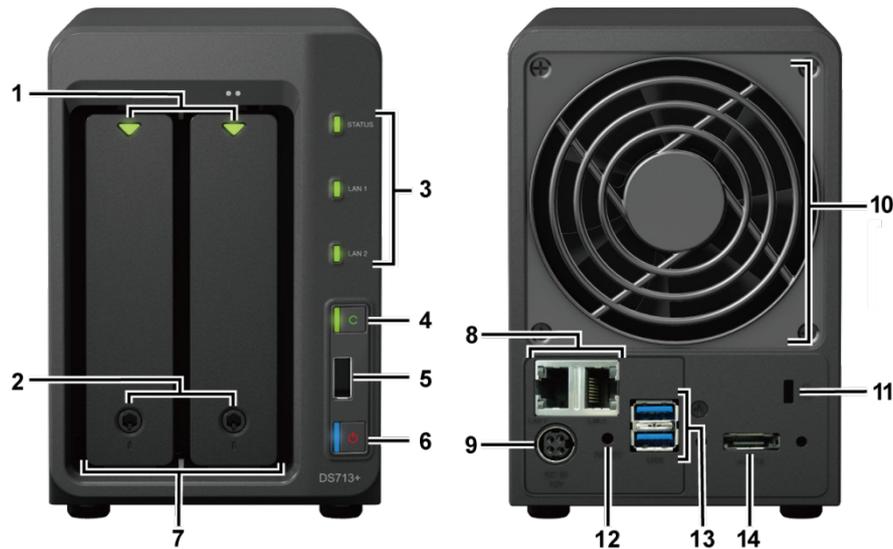
# Before You Start

Before you start setting up your new Synology DiskStation, please check the package contents to verify that you have received the items below. In addition, please read the safety instructions carefully before use to avoid damaging your DiskStation.

## Package Contents

|   |   |   |
|---|---|---|
| <b>Main Unit x 1</b>  |   | <b>AC Power Cord x 1</b>  |
|   |   |    |
|   |   | <b>AC Power Adapter x 1</b>   |
|   |   |    |
|   |   | <b>RJ-45 LAN Cable x 2</b>  |
|   |   |  |
|   |   | <b>Installation Disc x 1</b>  |
|   |   |  |
| <b>Screws for 3.5" Hard Drives x 10</b>   | <b>Screws for 2.5" Hard Drives x 10</b>   | <b>Hard Drive Tray Key x 2</b>  |
|  |  |  |

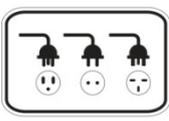
## Synology DiskStation at a Glance



| No. | Item                        | Location    | Description  |
|-----|-----------------------------|-------------|--|
| 1)  | Hard Drive Status Indicator | Front Panel | Displays status of installed hard disks. For more information, see "Appendix B: LED Indication Table" on Page 16.  |
| 2)  | Hard Drive Tray Lock        | Front Panel | Use included hard drive tray key to lock or unlock the hard drive trays.   |
| 3)  | LED Indicators              | Front Panel | Displays the status of internal storage spaces and the system. For more information, see "Appendix B: LED Indication Table" on Page 16.  |
| 4)  | Copy Button                 | Front Panel | Illuminates when you connect a USB device (e.g. digital camera, USB flash disk, etc.). Press the copy button to copy data from the connected USB device to internal hard drive on your Synology DiskStation. |
| 5)  | USB 2.0 Port                | Front Panel | Connect USB devices here, such as external hard drives, flash drives, or USB printers.   |
| 6)  | Power Button                | Front Panel | Press to power on your Synology DiskStation. To power off, press and hold until the LED starts blinking.   |
| 7)  | Hard Drive Trays            | Front Panel | Install or remove hard disks here for usage with your Synology DiskStation   |
| 8)  | LAN Ports & LAN LEDs        | Back Panel  | Connect RJ-45 network cables here. Each LAN port has two LAN LEDs which display connection status. For more information, see "Appendix B: LED Indication Table" on Page 16.                                  |
| 9)  | Power Port                  | Back Panel  | Connect AC adapter here.   |
| 10) | Fan                         | Back Panel  | Exhausts excess heat from your Synology DiskStation. If fan malfunctions, the system will emit a beeping sound.  |
| 11) | Security Lock Slot          | Back Panel  | Attach a Kensington-style security lock and cable here.  |
| 12) | RESET Button                | Back Panel  | Press and hold to restore IP, DNS, and passwords for the <b>admin</b> account to default value, or reinstall Synology DiskStation.   |
| 13) | USB 3.0 Ports               | Back Panel  | Connect USB devices here, such as external hard drives, flash drives, or USB printers.   |
| 14) | eSATA Port                  | Back Panel  | Connect external SATA disks or Synology Expansion Unit <sup>1</sup> here.  |

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

## Safety Instructions

|   |   |
|---|---|
|    | <p>Keep away from direct sunlight and away from chemicals. Make sure the environment does not experience abrupt changes in temperature or humidity.</p> |
|    | <p>Keep Synology product upright. Do not lay it down horizontally.</p>  |
|    | <p>Do not place the Synology product close to any liquid.</p>   |
|    | <p>Before cleaning, unplug the power cord. Wipe Synology product with damp paper towels. Do not use chemical or aerosol cleaners</p>                    |
|    | <p>To avoid damage, do not place Synology products on a cart, table, desk, or any unstable surface.</p>   |
|  | <p>Only plug power cord into 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>                            |

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

# Hardware Setup

## Tools and Parts for Hard Disk Installation

---

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

**Warning:** If you install a hard disk that contains data, the system will format the hard disk and erase all existing data. Please back up any important data before installation.

## Install Hard Disks

---

- 1 Insert the hard drive tray key into the hard drive tray lock. Turn the key counter-clockwise to unlock the handle of the hard drive tray. Remove the key.



- 2 Press the lower part of the hard drive tray to pop out the handle.

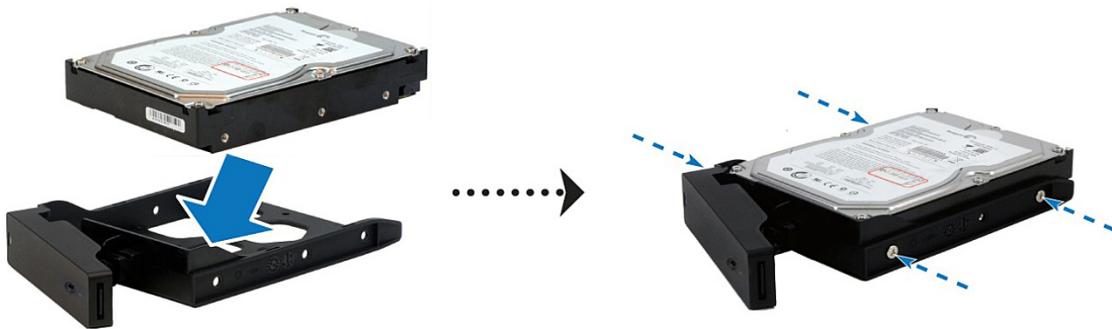


3 To remove the hard drive tray, pull the handle in the direction indicated below.

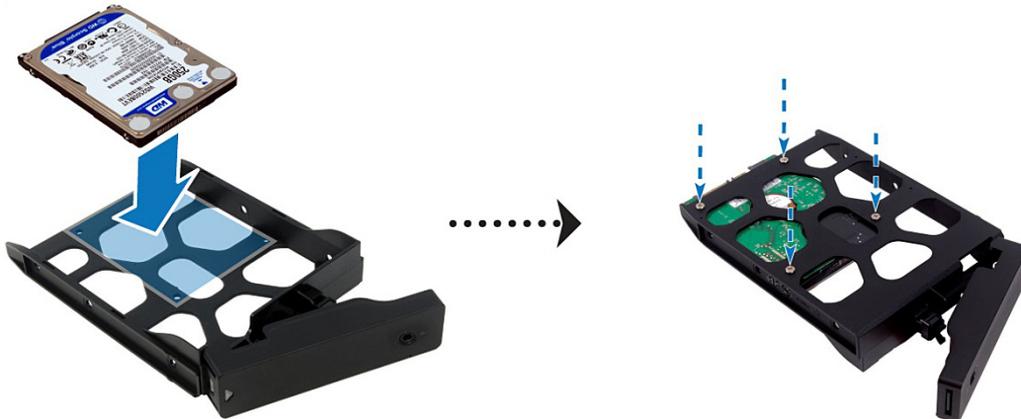


4 Load hard disk in the hard drive tray.

- For 3.5" Hard Disk: Place the hard disk in the hard drive tray. Tighten the screws to secure the hard disk.



- For 2.5" Hard Disk: Place the hard disk in the blue area shown below of the hard drive tray. Turn the tray upside down. Tighten the screws to secure the hard disk.



5 Insert the loaded hard drive tray into the empty hard drive bay.



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

- 6 Press the handle in to secure the hard drive tray in place.
- 7 Insert hard drive tray key into the hard drive tray lock. Turn the key clockwise (to the "I" position) to lock the handle. Remove the key.



- 8 If you have prepared a second hard disk, repeat the steps above to install.
- 9 Disk position is numbered as shown below.



**Note:** If you wish to set up a RAID configuration, we recommended all installed hard disks be the same size in order to optimize hard disk capacity usage.

## Start Up Your DiskStation

- 1 Connect the LAN cable to the LAN ports located on the back of your Synology DiskStation and your switch/router/hub.



- 2 Connect the AC power adapter to the power port located on the back of your Synology DiskStation. Connect one end of the AC power cord to the AC power adapter and the other to the power outlet.



- 3 Press the power button to power on your DiskStation.



Congratulations! Your Synology DiskStation is now ready and detectable from a network computer.

# Install DSM on DiskStation

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

## Install from Windows

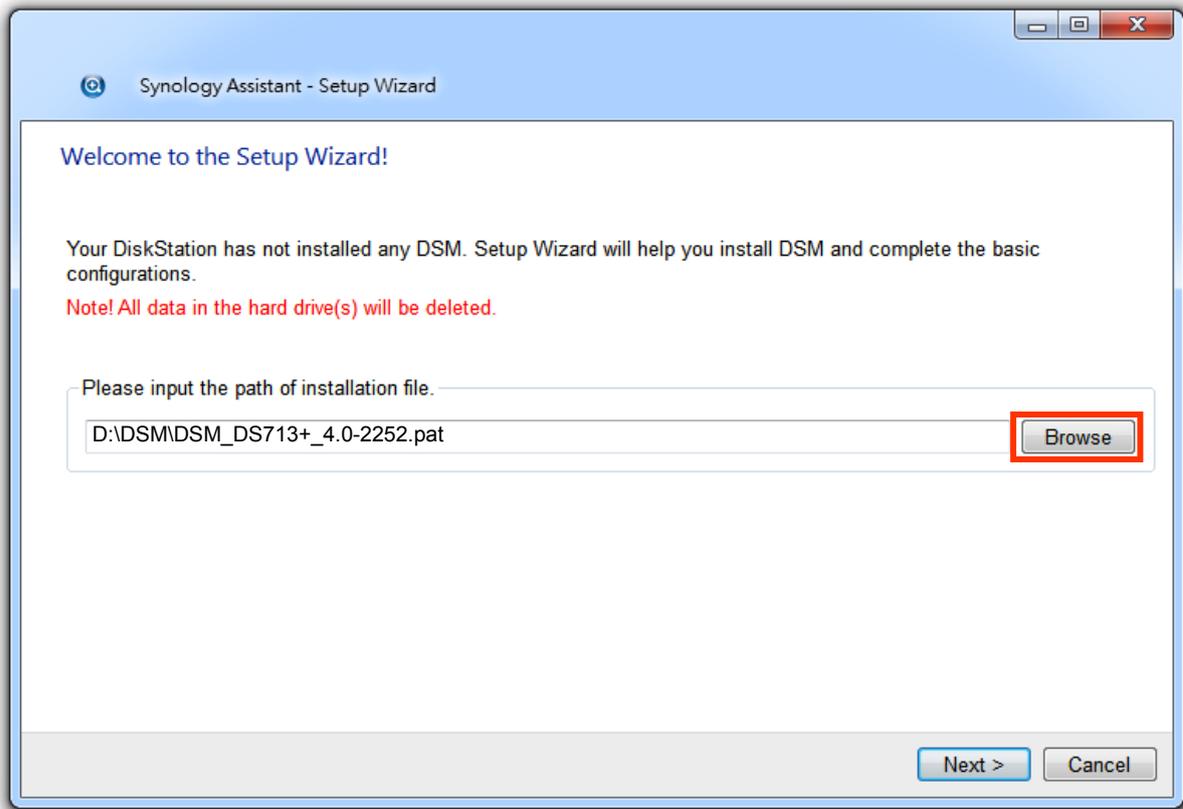
- 1 Insert the installation disc into your computer, and click **Start**. Follow the onscreen instructions to complete the setup process.



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

| Management  |                |           |               |                   |          |         |        | Synology |
|-------------|----------------|-----------|---------------|-------------------|----------|---------|--------|----------|
| Server name | IP address     | IP status | Status        | MAC address       | Version  | Model   | Serial |          |
| DiskStation | 192.168.21.45  | Manual    | Ready         | 00:11:32:05:E5:6F | 4.0-2219 | DS1010+ | A1GA   |          |
| DiskStation | 192.168.20.179 | DHCP      | Ready         | 00:11:32:06:1F:E2 | 4.0-2198 | DS1010+ | A2GA   |          |
| DiskStation | 192.168.16.80  | Manual    | Ready         | 00:11:32:07:48:2E | 4.0-2219 | DS1010+ | A5GA   |          |
| DiskStation | 192.168.20.110 | DHCP      | Not installed | 00:11:32:07:48:2F | 4.0-2252 | DS713+  | A5GA   |          |

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



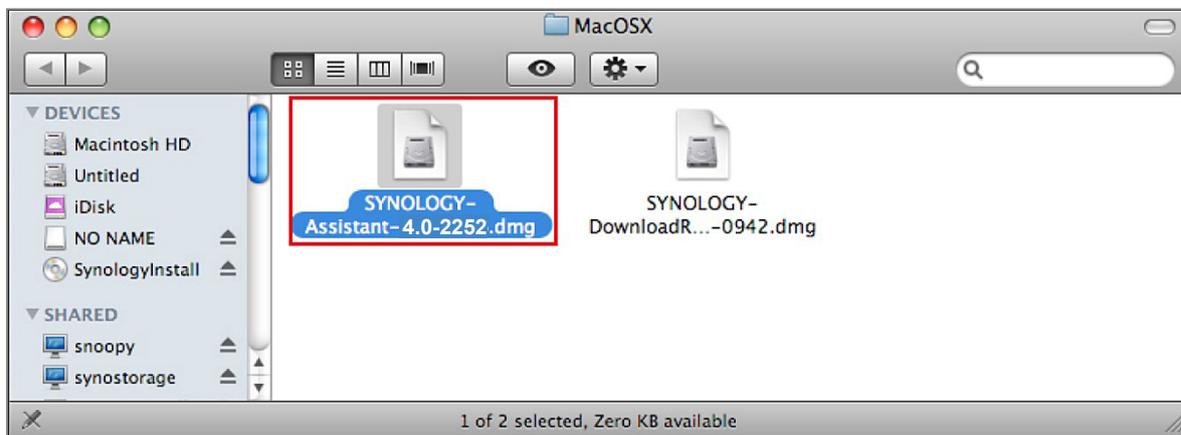
- 4 Follow the onscreen instructions to complete the setup process.
- After the installation process is finished, you can manage your DiskStation with Synology DiskStation Manager (DSM). For more information about managing your DiskStation with DSM, refer to Synology DiskStation User's Guide available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

## Install from Mac OS X

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



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



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



Synology Assistant.app

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

## Install from Linux

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

### Install and Run Synology Assistant

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

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

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

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

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

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

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

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

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

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

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

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

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

Or run the shortcut:

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

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

```
SynologyAssistant
```

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

1 Go to `/usr/local` and `/usr/local/bin` and delete the following folders (if any):

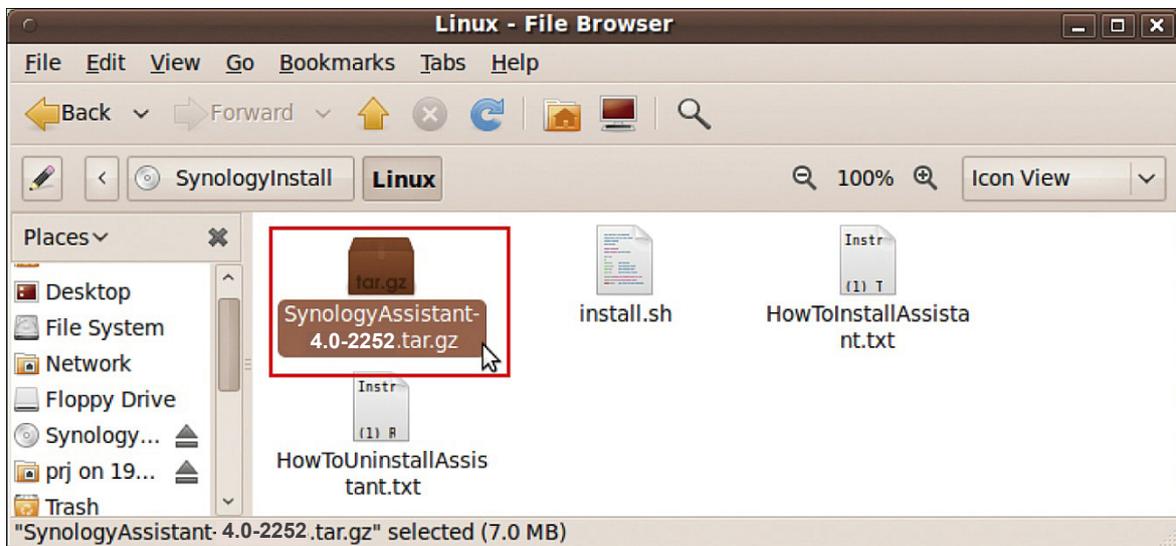
**Synology, SynologyAssistant**

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

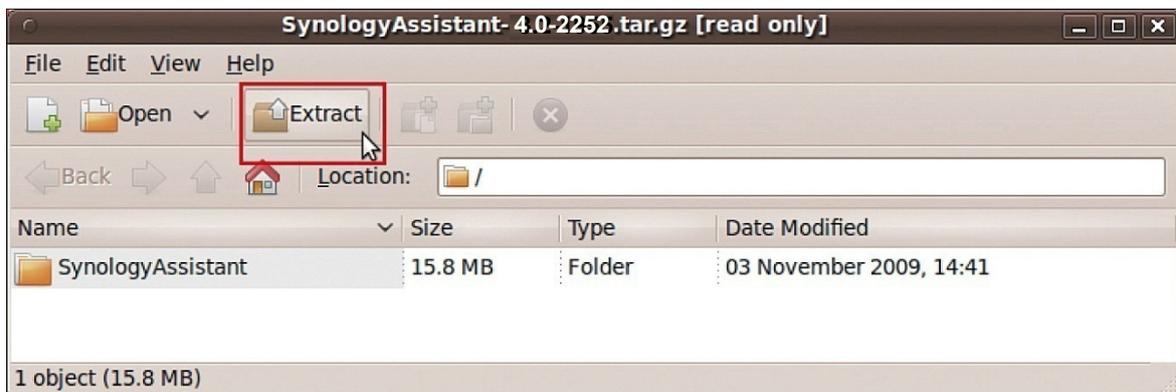


SynologyInstall

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



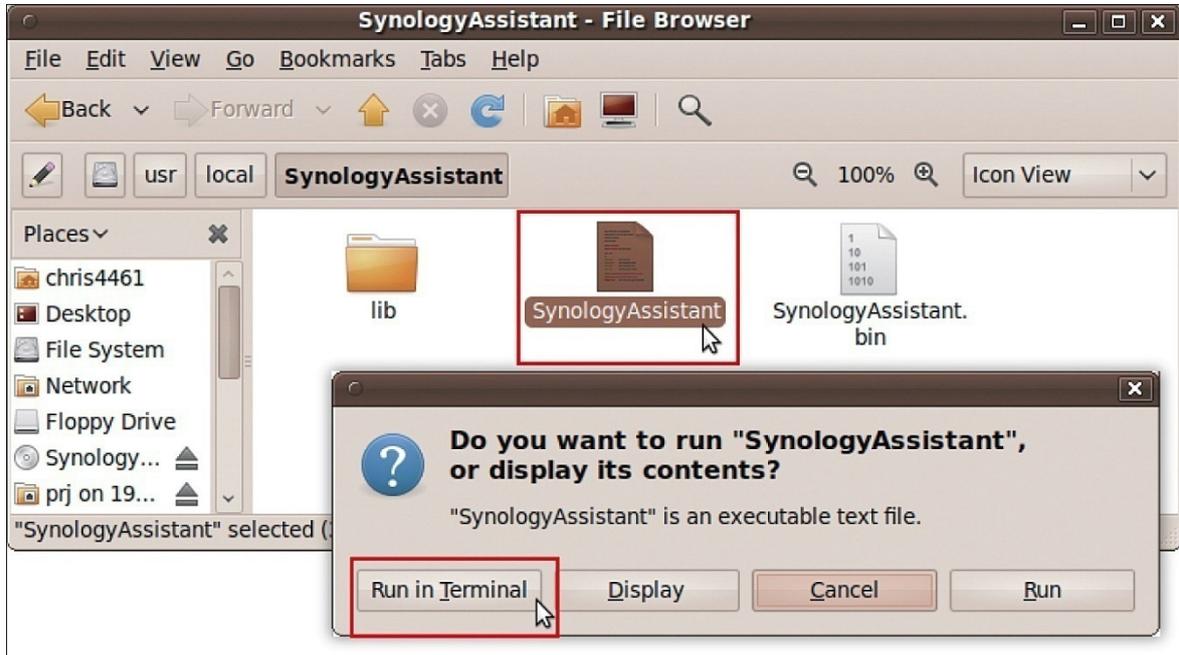
4 Click **Extract**, and then extract the **SynologyAssistant** directory to `/usr/local` or any other path.



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

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

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



## Install DSM on DiskStation

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

## 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](http://www.synology.com).

# Specifications

| Item   | DS713+   |
|--|--|
| Internal HDD                                   | 3.5" or 2.5" SATA (II) x 2   |
| Max. Capacity                                  | 8 TB (2 x 4 TB HDD)  |
| Hot Swappable HDD                              | Yes  |
| External HDD Interface                         | USB 2.0 x 1<br>USB 3.0 x 2<br>eSATA x 1  |
| LAN Port                                       | Gigabit x 2  |
| USB Copy                                       | Yes  |
| Size (HxWxD) (mm)                              | 157 X 103.5 X 232  |
| Weight (Kg)                                    | 1.69   |
| Supported Clients                              | <ul style="list-style-type: none"> <li>• Windows XP onward</li> <li>• Mac OS X 10.5 onward</li> <li>• Ubuntu 9.04 onward</li> </ul>  |
| Max. User Accounts                             | 2048   |
| Max. Group Accounts                            | 256  |
| Max. Shared Folder                             | 256  |
| Max. Concurrent Connections                    | 512  |
| Max. Supported IP Cameras                      | 20   |
| File System                                    | <ul style="list-style-type: none"> <li>• EXT4</li> <li>• EXT3, FAT, NTFS (External disk only)</li> </ul>   |
| Supported RAID Type <sup>1</sup>               | <ul style="list-style-type: none"> <li>• Basic • JBOD • RAID 0 • RAID 1</li> <li>• RAID 5 • RAID 5+Spare • RAID 6 • RAID 10 • Synology Hybrid RAID (1-Disk Fault Tolerance)</li> </ul>   |
| Agency Certifications                          | <ul style="list-style-type: none"> <li>• FCC Class B • CE Class B • BSMI Class B</li> </ul>  |
| HDD Hibernation                                | Yes  |
| Deep Sleep                                     | 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>   |
| Power Consumption And Environment Requirements | <ul style="list-style-type: none"> <li>• Line voltage: 100V to 240V AC</li> <li>• Frequency: 50/60 Hz</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: 6500 feet (2000 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.

<sup>1</sup> RAID 5, RAID 5+spare, RAID 6, RAID 10, and Synology Hybrid RAID (2-Disk Fault Tolerance) require Expansion Unit DX513 or DX213, sold separately.

# LED Indication Table

| LED Indication                 | Color  | Status    | Description                  |
|--------------------------------|--------|-----------|------------------------------|
| STATUS                         | Green  | Static    | Volume Normal                |
|                                |        | Off       | HDD Hibernation              |
|                                | Orange | Static    | Available volume space < 1GB |
|                                |        |           | Available volume space < 1 % |
|                                |        | Blinking  | Volume degraded or crashed   |
|                                |        | No volume |                              |
| LAN 1 & LAN 2<br>(Front Panel) | Green  | Static    | Connected to Gigabit Link    |
|                                |        | Blinking  | Network is active            |
|                                |        | Off       | Network is down              |
|                                | Orange | Static    | Connected to 10/100 Mb Link  |
|                                |        | Blinking  | Network is active            |
|                                |        | Off       | Network is down              |
| LAN LEDs<br>(on jack, bottom)  | Green  | Static    | Gigabit connection speed     |
|                                | Orange | Static    | 10/100 Mb connection speed   |
|                                | Off    |           | No connection                |
| LAN LEDs<br>(on jack, top)     | Green  | Static    | Link Normal                  |
|                                |        | Blinking  | Link Activity                |
| Hard Drive Status<br>Indicator | Green  | Static    | Disk ready                   |
|                                |        | Blinking  | Disk is being accessed       |
|                                |        | Off       | No internal disk             |
|                                | Orange | Static    | Cannot Read/Write            |
| Power                          | Blue   | Static    | Power On                     |
|                                |        | Blinking  | Booting up                   |
|                                |        |           | Shutting down                |
|                                |        | Off       | Power off                    |
| Copy Button                    | Green  | Static    | USB device detected          |
|                                |        | Blinking  | Copying data                 |
|                                |        | Off       | No USB device connected      |

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

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

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

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

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

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

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

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

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

**Section 1. Definitions.** (a) "Category I Product" means Synology product models RS810+, RS810RP+ and RX410. (b) "Category II Product" means Synology product models RS10613xs+, RS3413xs+, RS3412xs, RS3412RPxs, RS2212+, RS2212RP+, RS812+, RS812RP+, DS2413+, DS713+, DS3612xs, DS1812+, DS1512+, DS712+, DS3611xs, DS2411+, DS1511+, DS1010+, DS710+, DS509+, DS508, RS812, RS212, RS3411xs, RS3411RPxs, RS2211+, RS2211RP+, RS411, RS409RP+, RS409+, RS409, RS408-RP, RS408, RS407, RX1213sas, RX1211, RX1211RP, DX513, DX1211, DX510, DX5, RX4, and RAM Module (1GB/2GB/4GB/8GB). (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.