



Synology DiskStation DS411+

快速安裝指南

目錄

第 1 章：事前須知

包裝內容物.....	3
安全須知.....	4

第 2 章：硬體安裝

安裝硬碟所需的工具和零件.....	5
安裝硬碟.....	5
啟動 DiskStation.....	10

第 3 章：安裝 DiskStation 韌體

從 Windows 安裝.....	11
從 Mac OS X 安裝.....	13
從 Linux 安裝.....	14
更多內容.....	18

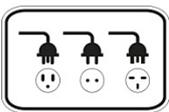
事前須知

在您開始設定 DiskStation 前，請檢查包裝內容來確認是否已收到下列項目。另外，使用前請先仔細閱讀安全須知，避免讓 DiskStation 遭受損毀。

包裝內容物

主機 x 1		交流電源線 x 1	
			
		變壓器 x 1	
			
固定卡鉤 x 1	2 公尺 RJ-45 網路線 x 1		
			
適用於 3.5 吋硬碟的螺絲 x 18		適用於 2.5 吋硬碟的螺絲 x 18	
			
		機殼螺絲 x 8	

安全須知

	切勿將產品放置在直接受陽光曝曬或靠近化學藥劑的場所。請確保其所在環境恆定溫度與溼度的維持。
	務必將 Synology 產品直立放置於平面上。切勿讓其橫置。
	切勿將 Synology 產品靠近水源。
	清潔時，先將電源插頭及所有線路拔下，再以濕布擦拭 Synology 產品即可。切勿使用化學或噴霧式清潔劑。
	切勿將 Synology 產品放置在不穩定的推車、檯子或桌面上，以免產品滑落而損害。
	與本產品所連接的線路和裝置必須能提供本產品正常的電量，以確保其運作正常。

硬體安裝

安裝硬碟所需的工具和零件

- 一支螺絲起子
- 至少一顆 3.5 吋或 2.5 吋 SATA 硬碟
(請參訪 www.synology.com/cht 網站取得相容的硬碟清單。)

警告：如果您安裝的硬碟有資料，系統會格式化硬碟並清除所有資料。若您日後還需要使用這些資料，請在安裝前先行備份。

安裝硬碟

1. 鬆開機器後方固定後面板的四顆螺絲。



2. 將後面板輕輕放下。



3. 將上蓋往上提，然後拉出來。

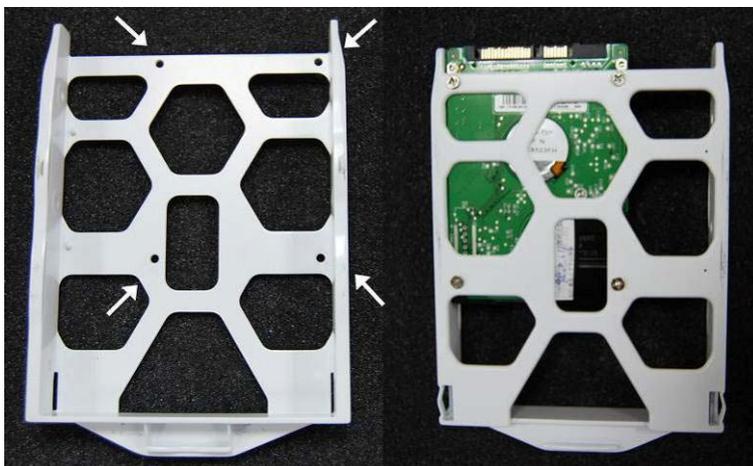


4. 您將會看到四個硬碟托盤。將其中一個硬碟托盤拉出。

a 如果您使用 3.5 吋硬碟，將硬碟直接放入硬碟托盤，並使用附上的四顆 3.5 吋硬碟螺絲將硬碟鎖緊。



b 如果您使用 2.5 吋硬碟，將硬碟對準硬碟托盤上的四個小孔，並使用附上的四顆 2.5 吋硬碟螺絲將硬碟鎖緊。



5. 將所有硬碟依上述方法鎖緊，再將硬碟托盤放回機器，並確實推入至底。



6. 如果您使用 3.5 吋硬碟，用附上的機殼螺絲將硬碟托盤鎖緊。



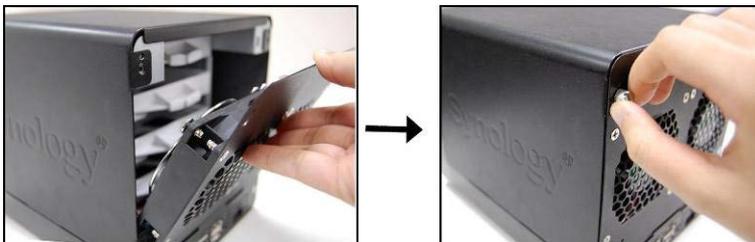
7. 將上蓋組回原位。



8. 將固定卡鉤固定到後面板上的孔位。確定在後面板的內面，固定卡鉤已勾上。



9. 闔上後面板，然後將四顆固定後面板的螺絲鎖回。



啟動 DiskStation

1. 將變壓器接上伺服器，並將變壓器電線固定在卡鉤上，然後將電源線插入電源插座。



2. 將 RJ-45 網路線插入網路埠，另一端則接上您的交換器、集線器 或路由器。



3. 將前面板的塑膠保護膜撕除，按壓前面板的電源按鈕開機。



安裝 DiskStation 韌體

在網路上的一部電腦上，請依照本章介紹的步驟來安裝 DiskStation 的系統韌體。韌體安裝完成後，您可以使用網頁瀏覽器登入 DiskStation Manager，藉此管理 DiskStation 的所有功能。

從 Windows 安裝

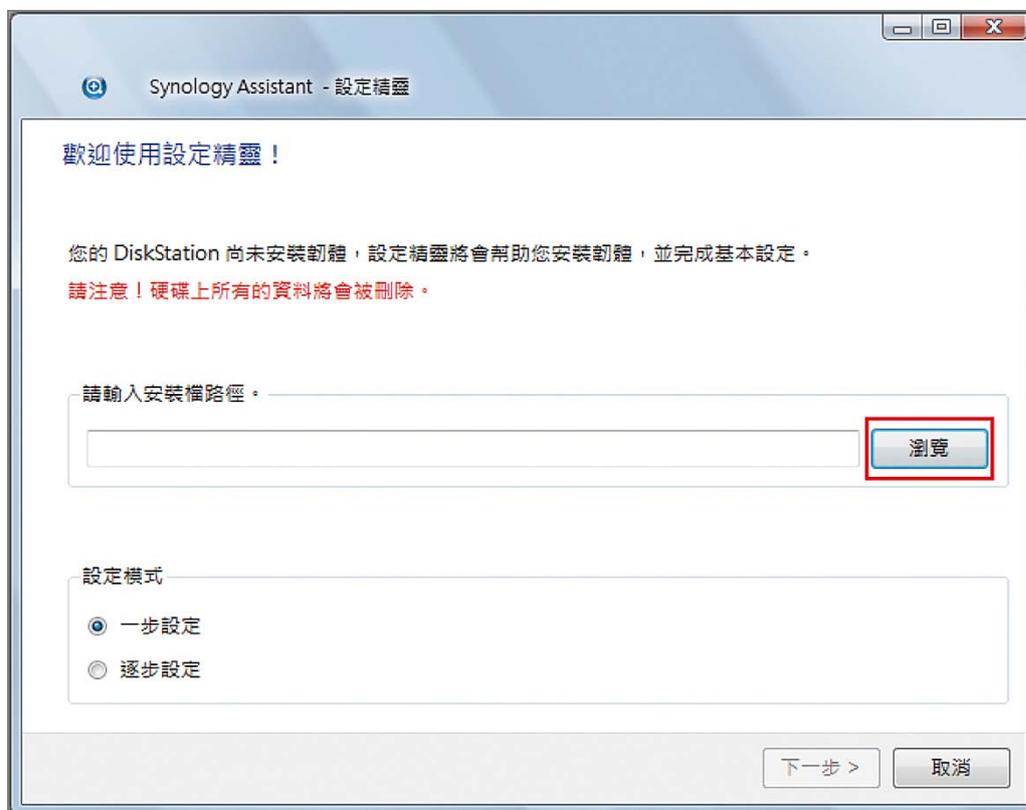
1. 將安裝光碟放入電腦，然後從自動執行的選單中選擇**設定 Synology 伺服器**。



2. Synology Assistant 開啟後，在伺服器清單中按兩下您的 DiskStation。



3. 按一下 **瀏覽** 來選擇安裝光碟中的「.pat」安裝檔案。



依照螢幕上的指示來完成設定流程。

注意：如果您選擇 **一步設定**，DiskStation Manager 的 **admin** 預設密碼將會是空白。

從 Mac OS X 安裝

1. 將安裝光碟放入電腦，然後按兩下桌面上的 **SynologyInstall** 圖示。



2. 在顯示的視窗中，按兩下 **MacOSX** 資料夾，然後按兩下 **Synology Assistant-2.3-[版號].dmg**。



3. 在顯示的視窗中按兩下 **Synology Assistant.app**。



Synology Assistant.app

4. Synology Assistant 開啟後，在伺服器清單中按兩下您的 DiskStation。



5. 按一下**瀏覽**來選擇安裝光碟中的「.pat」安裝檔案。



依照螢幕上的指示來完成設定流程。

注意：如果您選擇**一步設定**，DiskStation Manager 的 **admin** 預設密碼將會是空白。

從 Linux 安裝

Linux 版本的 Synology Assistant 以 **Ubuntu 8** 和 **9** 為最佳執行環境。您仍然可以在其他版本的 Linux 上試用此版本的 Synology Assistant。

安裝並執行 Synology Assistant

您可以使用命令列或圖形使用者介面安裝並執行 Synology Assistant。

若您想要使用命令列進行安裝：

執行安裝光碟之 **Linux** 資料夾中的 **install.sh** 指令碼，其會引導您執行下列步驟。

1. 移除測試版的 Synology Assistant (如果有的話)。

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

2. 將 **SynologyAssistant-2.3-[版號].tar.gz** 解開至您要的目錄中，例如「**/usr/local**」或「**.**」。

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

3. 若您是使用 64 位元的 Ubuntu，則必須先安裝 32 位元的程式庫才能繼續進行。

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

4. 建立 `/usr/local/bin` 的捷徑。

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

5. 若要執行 Synology Assistant，您可以使用下列指令：

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

或是執行捷徑：

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

如果 `/usr/local/bin` 已存在於環境變數 `$PATH` 中，請直接鍵入：

```
SynologyAssistant
```

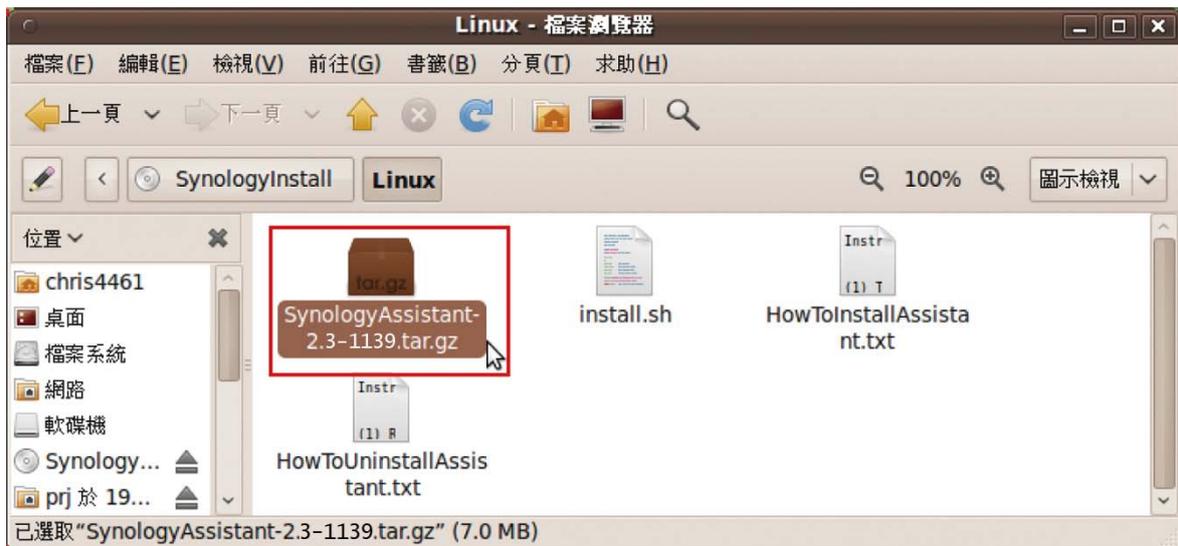
若您想要使用圖形使用者介面進行安裝：

1. 前往 `/usr/local` 及 `/usr/local/bin` 並刪除下列資料夾 (如果有的話)：
Synology, SynologyAssistant
2. 將安裝光碟放入電腦，然後按兩下桌面上的 **SynologyInstall** 圖示。



SynologyInstall

3. 在顯示的檔案瀏覽器視窗中，按兩下 **Linux** 資料夾，然後按兩下 **Synology Assistant-2.3-[版號].tar.gz**。



4. 按一下**解開**，然後將 **SynologyAssistant** 目錄解開至 **/usr/local** 或其他任何路徑。



重要事項：若您是使用 64 位元的 Ubuntu，則必須先安裝 32 位元的程式庫才能繼續進行。若要安裝，請在 [終端機] 中鍵入下列命令：

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

5. 前往 **/usr/local/SynologyAssistant** (或是 [您剛才指定的路徑]/**SynologyAssistant**)按兩下 **SynologyAssistant**，然後在顯示的對話方塊中選取**在終端機中執行**。

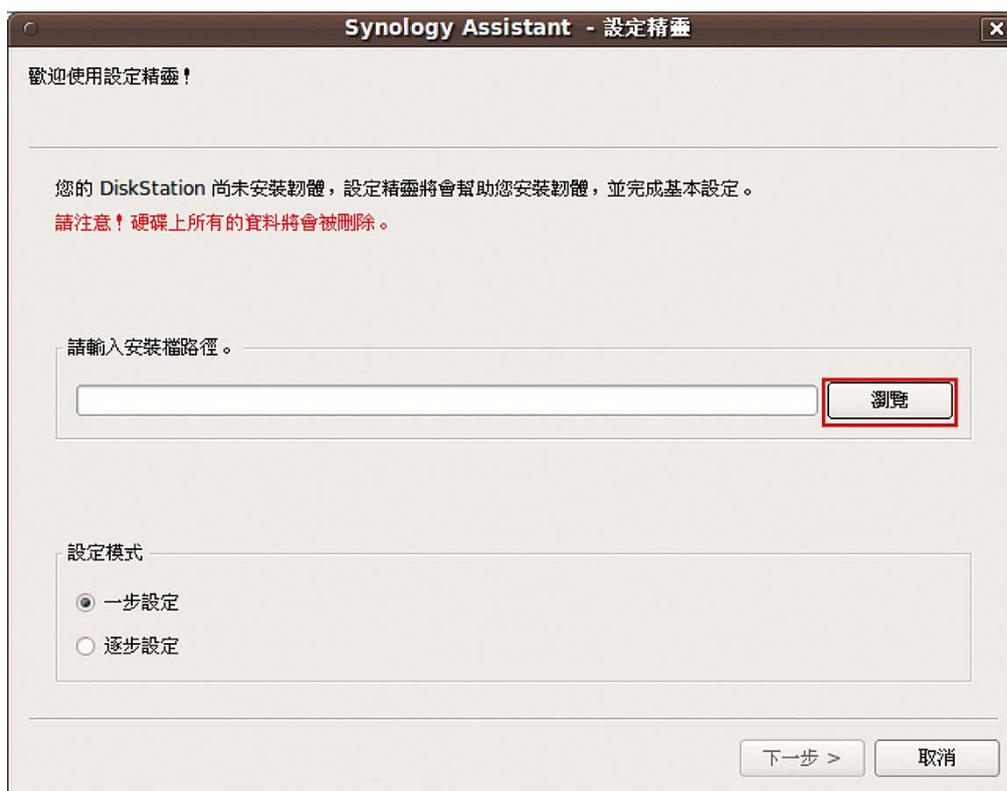


安裝 DiskStation 韌體

1. Synology Assistant 開啟後，在伺服器清單中按兩下您的 DiskStation。



2. 按一下 **瀏覽** 來選擇安裝光碟中的「.pat」安裝檔案。



3. 依照螢幕上的指示來完成設定流程。

注意：如果您選擇**一步設定**，DiskStation Manager 的 **admin** 預設密碼將會是空白。

更多內容

恭喜！您的 DiskStation 已經設定完成。當您完成伺服器設定後，伺服器上的 Status LED 指示燈會閃爍橘燈。這表示您需要登入 DiskStation Manager 以建立儲存空間。請參照 Synology DiskStation 使用手冊內的詳細步驟說明。如需更多 DiskStation 的相關資訊或線上資源，請參訪 www.synology.com 網站。

SYNOLOGY, INC. 使用者授權合約

重要-請仔細閱讀： 此使用者授權合約 (以下稱「EULA」) 是您 (個人或團體單位) 和任何 SYNOLOGY 軟體的 SYNOLOGY, INC. 與其分公司 (包括 SYNOLOGY AMERICAN CORP 在內, 統稱「SYNOLOGY」) 之間具有法律效力的合約, 任何其他相關韌體、媒體、印刷資料以及「線上」或電子文件 (統稱「軟體」) 均可在 WWW.SYNOLOGY.COM 下載, 或已隨附於 SYNOLOGY 產品 (以下稱「產品」) 或安裝在其上。

當您打開裝有軟體的包裝、在產品上安裝非由 SYNOLOGY 預先安裝的軟體、或是使用包含預先安裝之軟體的產品時, 即代表您同意接受此 EULA 的條款與條件之約束。如果您不同意此 EULA 的條款, 請勿打開內含產品的盒子, 安裝軟體或使用含有軟體的產品。請將產品退回給您向其購買產品的經銷商, 根據經銷商之退貨規定退款。

第 1 節 有限軟體授權。 依照此 EULA 之條款與條件, Synology 授與您有限、非獨佔、不可轉讓之個人授權, 僅得於授權您使用之相關產品上, 安裝、執行以及使用一份軟體複本。

第 2 節 文件。 「軟體」所提供之任何文件複本, 您可以製作和使用合理之份數; 假設, 這類複本將僅供內部營業之用, 而且不會重新出版或重新銷售 (印刷品或電子形式) 給任何協力廠商。

第 3 節 備份。 您可以製作合理之軟體複本份數, 以供備份與歸檔之用。

第 4 節 更新。 Synology 提供給您或在 Synology 網站 www.synology.com (以下稱「網站」) 上所提供, 用以更新或補充原始軟體之任何軟體, 均受此 EULA 所規範, 除非這類更新或補充程式隨附個別之授權條款, 此時則受該個別條款所規範。

第 5 節 授權限制。 第 1 節中所述的授權只適用於您訂購與付款的產品範圍, 而且上節規定與「軟體」有關之完整權限。Synology 保留未在此 EULA 中明確授與您的所有權限。於上敘述不受限制之前提下, 您不得授權或允許任何協力廠商: (a) 將軟體用於與本產品無關之用途; (b) 授權、散佈、出租、租用、轉讓、讓渡或出售本軟體, 或在任何商業或服務環境中使用本軟體; (c) 進行還原工程、解編, 或嘗試獲得來源碼或與本軟體相關的任何營業祕密, 除非 (且只限於) 相關法律明確允許之這類活動範圍, 則不受此限制; (d) 改編、修改、更動、翻譯或製作本軟體之任何衍生產品; (e) 移除、更動或遮掩本產品上之任何版權聲明或其他所有權聲明; 或 (f) 規避或試圖規避 Synology 用以控制存取本產品或軟體元件、特色或功能。

第 6 節 開放原始碼。 本軟體可能包含依 GNU General Public License 授權條款授權給 Synology 元件 (以下稱「GPL 元件」), 目前可在以下網址取得 <http://www.gnu.org/licenses/gpl.html>。對於因使用 GPL 元件所需而與此 EULA 發生之衝突, GPL 之條款僅可管與 GPL 元件相關之範圍, 在此種情形下, 對於使用這類元件, 您同意受 GPL 規範。

第 7 節 稽核。 Synology 將有權稽核您是否遵守此 EULA 所載之條款。您同意將設施、裝備、書籍、記錄以及文件之存取權授與 Synology, 以及適當與 Synology 合作加速進行任何這類稽核。

第 8 節 所有權。 本軟體是 Synology 與其授權者之重要財產, 且受著作權法、其他智慧財產權法及條約之保護。Synology 或其授權者擁有本軟體之所有權利與利益, 以及軟體中所有版權與其他智慧財產權。

第 9 節 有限擔保。 在您 (a) 安裝在不含預先安裝之軟體的產品上安裝本產品, 或 (b) 使用已含預先安裝軟體之產品之後, Synology 提供之保證期為九十 (90) 天 (以下稱「擔保期」), 本軟體須符合 Synology 的軟體出版規格 (若有的話) 或另在網站上描述。若您在擔保期內以書面通知 Synology 任何未遵從規範之處, Synology 將傾力自行改正軟體中之任何未遵從規範之處, 或替換與前述擔保內容不符之任何軟體。若因以下任何情況而導致發生任何未遵從規範之情況, 則不適用

於上述擔保: (w) 未以此 EULA 為根據之使用方式、再製、散佈或披露行為; (x) 非由 Synology 進行之軟體自訂、修改、或其他改寫動作; (y) 搭配由非 Synology 提供之任何產品、服務或其他項目來與本軟體組合使用; 或 (z) 您違反此 EULA 之規範。

第 10 節 支援。 Synology 將在擔保期內提供您技術支援服務。適用之擔保期因過期而終止之後, 請透過書面申請, 要求 Synology 提供軟體之技術支援。

第 11 節 擔保免責聲明。 除以上之明確約定之外, SYNOLOGY 與其供應者係以「現況」暨「連同本身具有之一切瑕疵」提供軟體。SYNOLOGY 與其供應者特此聲明不提供與軟體相關之任何其他明示、默示或法定之擔保, 包括 (但不限於) 任何適售性、適合某特定用途、資格以及不侵害他人權益之默示擔保責任。於上敘述不受限制之前提下, SYNOLOGY 不擔保軟體能免於錯誤、病毒以及其他瑕疵。

第 12 節 特定損害免責聲明。 在任何情形下, SYNOLOGY 或其授權者對於因使用或無法使用軟體, 或因本 EULA 或軟體而導致發生之任何意外、間接、特殊、懲罰性、衍生性或類似之任何損害 (包括 (但不限於) 遺失資料、資訊、營收、利潤或業務), 或所產生之保險費用, 無論是根據合約、侵權行為 (包括疏忽)、無過失責任或其他法理, 概不承擔責任, 即使 SYNOLOGY 事先被告知可能發生此類損害。

第 13 節 賠償責任限制。 SYNOLOGY 與其供應者對於因使用或無法使用軟體, 或根據本 EULA 或軟體所應承擔之責任, 以您實際所付之產品金額為限, 無論您所遭受之損失金額多寡, 亦無論根據合約、侵權行為 (包括疏忽)、無過失責任或其他法理。前述之擔保免責聲明、特定損害免責聲明以及賠償責任限制, 適用於相關法律所允許之最大範圍。在某些州/管轄權地區並不允許排除默示擔保, 或是排除或限制特定損害。對於此 EULA 適用之那些法律範圍, 上述之排除與限制條款可能不適用於您。

第 14 節 出口限制。 您知悉本軟體受美國出口法規限制。您同意遵守本軟體適用之所有相關法律與法規, 包括 (但不限於) 「美國出口管理條例」(U.S. Export Administration Regulations)。

第 15 節 美國政府之使用權。 提供給美國政府之所有軟體均隨附商業使用權, 且受此 EULA 所載條款之限制。當美國政府安裝、複製或使用本軟體時, 即代表美國政府同意本軟體是「商業用電腦軟體」或「商業用電腦軟體文件」, 適用於 FAR Part 12。

第 16 節 終止。 若您不同意此處所包含之條款與條件, 在不侵害任何其他權利的情況下, Synology 得終止此 EULA。在此種情況下, 您必須停止使用本軟體, 並銷毀所有軟體複本與其相關元件。

第 17 節 轉讓。 您不得將此 EULA 賦予您之權利轉讓或讓渡給任何協力廠商。任何違反前述限制之轉讓或讓渡行為均屬無效。

第 18 節 相關法律。 除非當地法律明確禁制, 否則此 EULA 是以美國華盛頓州之法律為準據法。不論法律原則之間

彼此是否有任何衝突。1980 年制定之「聯合國國際貨物銷售合同公約」或後續之任何法規均不適用。

第 19 節 解決爭議。 因本擔保、本軟體或 Synology 提供與軟體相關之服務所引發，或是您與 Synology 之間產生之任何爭議，若您在美國境內，將依據「美國仲裁協會」目前之商業規則進行唯一與最終仲裁，除非另外規定如下。在此種情況下，將於單獨仲裁人面前進行仲裁，亦只限於仲裁您與 Synology 之間的爭議。該仲裁或仲裁之任何部份將不得與其他任何仲裁合併，亦不得以集體訴訟形式進行。仲裁將依雙方要求在仲裁人裁定之時，透過文件提交、電話、線上或親自到場，於美國華盛頓州的 King County 進行。美國境內之任何仲裁或法律訴訟之勝訴方得獲取所有費用與合理之律師費賠償，包括由勝訴方所支付之任何仲裁費用。這類仲裁進行期間提出之任何判決，於兩造均為不可更改且具有約束力，而裁決亦隨即提交任何管轄法院。您瞭解在無上述條款時，您有權向法院針對任何這類爭議提起訴訟（包括集體訴訟），而您明確表明要自動放棄這些權利，並同意根據第 19 節所述透過具約束力之仲裁來解決任何爭議。如果您不在美國境內，本節內所述之任何爭議應根據「R.O.C. 仲裁法條」訴訟程序與相關施行

細則，最終由三位中立仲裁人進行仲裁來解決。仲裁應在 R.O.C. 台灣之台北以英文或中文（兩造均同意即可）進行。仲裁賠償於兩造應為不可更改且具有約束力，並得在擁有管轄權之法院強制執行。本節中所述之任何內容不得視為禁止或限制 Synology 尋求法令救濟，或請求其他相關權利與賠償，因為此 EULA 與 Synology 智慧財產權相關之任何條款，如發現實際違約或有違約之虞，仍得通過法律或衡平法手段獲取。

第 20 節 律師費。 進行任何仲裁、調解或其他法律訴訟，或根據此 EULA 強制執行權利或賠償，勝訴方有權求償（除了其有權請求之任何其他禁制令外）費用與合理之律師費。

第 21 節 中止。 若管轄之法院裁定此 EULA 之任何條款無效或無法執行，本 EULA 之其餘條款仍將具有完全之效力。

第 22 節 完整合約。 此 EULA 載明與軟體及於此討論之議題相關而構成 Synology 與您之間的完整合約，並取代所有先前與同時期之協定與合約（不論是書面或口頭）。除非書面指示經受 EULA 約束之當事人簽署，否則增補、修改或拋棄此 EULA 之任何條款均屬無效。

SYNOLOGY, INC. 有限產品擔保

此有限擔保（以下稱「擔保」）適用於 SYNOLOGY, INC. 與其分公司（包括 SYNOLOGY AMERICA CORP 在內，統稱「SYNOLOGY」）之產品。當您打開裝有軟體的包裝及（或）使用本產品時，即代表您同意接受此擔保條款之約束。如果您不同意此擔保條款，請不要使用本產品。請將產品退回給您向其購買產品的經銷商，根據經銷商之退貨規定退款。

第 1 節 定義。 (a)「類別 I 產品」代表 Synology 產品型號 RS810+、RS810RP+ 以及 RX410。 (b)「類別 II 產品」代表 Synology 產品型號 DS1010+、DS710+、DS509+、DS508、RS409RP+、RS409+、RS409、RS408-RP、RS408、RS407、DX510、DX5 以及 RX4。 (c)「類別 III 產品」代表由客戶於 2008 年 3 月 1 日後購買之其他 Synology 產品。 (d)「類別 IV 產品」代表由客戶於 2008 年 2 月 29 日前購買之其他 Synology 產品。 (e)「客戶」代表向 Synology 或授權販售者或經銷商之 Synology 購買產品之原始人員或法人。 (f)「產品」代表類別 I 產品、類別 II 產品、類別 III 產品或類別 IV 產品，以及由 Synology 加入產品之任何硬體與任何隨附文件。 (g)「軟體」代表客戶購買時產品內所隨附、客戶可在網站下載，或 Synology 預先安裝於產品上之 Synology 專屬軟體，亦包括加入產品之任何韌體、相關媒體、影像、動畫、視訊、音訊、文字以及小程序，或此軟體之任何更新程式或升級版。 (h)「擔保期」代表開始期間是由客戶購買之當日起算，(1) 對於類別 I 產品而言，是在五年後結束；(2) 對於類別 II 產品而言，是在三年後結束；(3) 對於類別 III 產品而言，是在二年後結束；(4) 對於類別 IV 產品而言，是在一年後結束。 (i)「網站」代表 Synology 網站，網址為 www.synology.com。

第 2 節 有限擔保與賠償

2.1 有限擔保。 根據第 2.7 節，Synology 向客戶擔保每項產品 (a) 在成品方面無材質瑕疵，而且 (b) 根據 Synology 發佈之產品規格，可在「擔保期」內正常使用。Synology 擔保產品所提供之軟體（若有的話），如隨附之使用者授權合約所載明。

2.2 產品註冊。 客戶得向 Synology 註冊產品，亦可於網站取得類別 I 產品、類別 II 產品與類別 III 產品之製造日期。於網站註冊產品失敗並不會減少第 2.1 節中載明之擔保權利。對於客戶識別產品製造日期之失誤，Synology 概不負責。

2.3 唯一救濟權。 倘若客戶於擔保期內以下文所載之方式，通知任何與第 2.1 節載明之擔保條款不符之處，經確認不符之責屬 Synology，善後方式將由 Synology 全權決定：(a) 盡力修復產品，或 (b) 根據第 2.4 節退回完整產品後，更換不符之產品或相關之零件。對於任何違反第 2.1 節所載之擔保，或產品存在任何其他瑕疵或存貨短缺情況，前述載明 Synology 所應付之責任，以及貴客戶所享有之唯一救濟權。貴客戶應適時協助 Synology 診斷和驗證產品之任何不符之處。第 2.1 節所載之擔保不包括：(1) 與軟體相關之任何擔保；(2) 從客戶網站實際安裝或移除之產品；(3) 造訪客戶之網站；(4) 非在 Synology 或其特約服務提供者當地之一般上班時間（除週末與服務提供者之假日外）內，進行修理或更換瑕疵零件之必要勞務；(5) 搭配任何協力廠商設備或軟體進行之任何工作；(6) 由客戶或任何其他協力廠商所安裝硬碟之任何擔保；或 (7) 與硬碟相容之任何擔保。

2.4 退貨。 客戶根據第 2.3 節退回之任何產品，退回之前均必須由 Synology 指定「商品退貨授權」(RMA) 號碼，亦必須依據 Synology 目前之 RMA 流程退貨。客戶得聯絡任何授權之 Synology 販售者或經銷商或是 Synology 技術支援部門尋求協助以取得 RMA，同時必須在尋求這類協助之時，提供購買證明與產品序號。對於擔保爭議，根據第 2.4 節，客戶必須將完整產品退回給 Synology，才符合此擔保所涵蓋之資格。任何退回之產品若無 RMA 號碼、或為已被拆解之任何產品（依據 Synology 指示進行者除外），都將拒絕受理，並退回給客戶（運費由客戶支付）。已獲指定 RMA 號碼之任何產品須維持到貨當時之狀態，原封不動退回 Synology 指定之地址、預付運費、利用足以適當保護相關內容物之方式包裝，並

在包裝箱外明顯標示 RMA 號碼。與退回產品相關之保險費用或遺失風險，均由客戶承擔，直到 Synology 收到退貨產品為止。已核發 RMA 號碼之產品須在核發適當 RMA 號碼之後十五 (15) 天內退回。

2.5 由 Synology 更換。 根據第 2.1 節所載之擔保條款，而 Synology 經驗證得知產品不符合所載之擔保條款，若 Synology 決定更換任何產品，在依第 2.4 節所載收到退回之不符產品之後，將由 Synology 支付運費，透過 Synology 選擇之運送方式運送更換產品。對照原始產品之功能與效能，將更換為全新或可堪使用之產品，並在原始擔保期之剩餘期間或送達客戶後三十天 (30) 內提供擔保，以較長之期間為依據。經 Synology 確定無瑕疵之任何產品將會退回給客戶。

2.6 支援。 Synology 將在「擔保期」內提供客戶技術支援服務。適用之「擔保期」因過期而終止之後，請透過書面申請，要求 Synology 提供「產品」之技術支援。

2.7 排除。 前述擔保與擔保義務不適用於以下之任何產品：(a) 以產品規格中所未指定或描述之方式來安裝或使用；(b) 未由 Synology 或代理商或指派者進行修理、修改或更改；(c) 以任何形式不當使用、濫用或損害；(d) 搭配使用並非由 Synology 提供之項目，亦非專為產品設計之硬體或軟體；(e) 不符合產品規格，其亦得歸因於非 Synology 所能控管之情況。此外，如有以下情況，前述擔保即屬無效：(1) 客戶拆解產品，除非經 Synology 授權；(2) 客戶未能實行 Synology 向客戶提供之任何更正、修正、加強程式、改善或其他更新程式；或 (3) 客戶實行、安裝或使用任何協力廠商所提供之更正、修正、加強程式、改善或其他更新程式。第 2.1 節載明之擔保得於客戶將產品銷售或轉移給協力廠商之時終止。

2.8 擔保免責聲明。 關於產品，SYNOLOGY 之擔保、義務及責任與此擔保所載之客戶唯一救濟權屬不可分割而得替換，客戶特此聲明放棄和免除 SYNOLOGY 之所有其他擔保、義務及責任，連同得向 SYNOLOGY 提出所有其他明示、默示或法定之權利、損害賠償要求以及救濟權，根據此擔保交付之隨附文件或軟體及任何其他商品或服務，包括（但不限於）：(A) 適售性或適合某特定用途之默示擔保責任；(B) 有關執行、交易或貿易慣例而引發之默示擔保責任；(C) 侵犯權利或有侵吞情事之損害賠償要求；或 (D) 侵權行為之損害賠償要求（無論根據疏忽、無過失責任、產品責任或其他法理）。SYNOLOGY 不保證儲存於任何非 SYNOLOGY 產品上之資料或資訊得免於資料遺失之風險且安全無虞，尤其不承擔上述情事之擔保責任。SYNOLOGY 建議客戶採取適當預防措施，不時備份產品上儲存之資料。在某些州並不允許限制默示之擔保責任，因此上述的限制可能不適用於您。

第 3 節 賠償責任限制

3.1 不可抗力。 Synology 對於因超出可合理控管之範圍（包括（但不限於）客戶之任何行為或未能遵守之行為），以致延遲或無法依此擔保之要求進行而導致違反條款，根據此擔保應承擔責任之任何原因或情況，概不負責。

3.2 特定損害免責聲明。 在任何情形下，SYNOLOGY 或其供應者對於因使用或無法使用產品、任何隨附文件或軟體，以及根據此擔保而提供之任何其他產品或服務，而導致發生之任何意外、間接、特殊、懲罰性、衍生性或類似之任何損害（包括（但不限於）遺失資料、資訊、營收、利潤或業務），或所產生之保險費用，無論是根據合約、侵權行為（包括疏忽）、無過失責任或其他法理，概不承擔責任，即使 SYNOLOGY 事先被告知可能發生此類損害。

3.3 賠償責任限制。 SYNLOGY 與其供應商對於因使用或無法使用產品、任何隨附文件或軟體，以及根據此擔保而提供之任何其他產品或服務，而所應承擔之責任，以客戶實際所付之產品金額為限，無論客戶所遭受之損失金額多寡，亦無論根據合約、侵權行為（包括疏忽）、無過失責任或其他法理。前述之特定損害免責聲明與賠償責任限制，適用於相關法律所允許之最大範圍。在某些州/管轄權地區並不允許排除或限制特定損害。對於產品適用之那些法律範圍，上述之排除與限制條款可能不適用於貴客戶。

第 4 節 其他

4.1 所有權。 產品與所提供之隨附軟體與文件包含 Synology 與其協力廠商供應商與授權者之所有權與智慧財產。Synology 保留產品智慧財產權中之所有產權及權益，不得將產品中任何智慧財產權之所有權、根據此擔保提供之任何隨附軟體或文件及任何其他產品，根據此擔保轉移給客戶。貴客戶應 (a) 遵守 Synology 使用者授權合約之條款與條件，此合約隨附於 Synology 或授權之 Synology 販售者或經銷商提供之任何軟體；以及 (b) 不應針對任何產品、相關元件或隨附軟體試圖進行還原工程、侵佔、規避或違反任何 Synology 之智慧財產權。

4.2 轉讓。 未經 Synology 書面同意之前，客戶不得根據此擔保轉讓任何權利（透過法律運作）。

4.3 無其他條款。 任一方所受之規範以此擔保明確允許為限，且反對與另一方在任何購買訂單、收據、接受、確認或往來通信中構成之擔保相衝突之任何條款、條件或其他條款，除非特別另以書面同意這類條款。此外，此擔保若與和產品相關之任何其他合約之任何條款或條件衝突，則以此擔保為優先，除非其他合約特別指出其所取代之擔保條款。

4.4 相關法律。 除非當地法律明確禁制，否則此擔保是以美國華盛頓州之法律為準據法，不論法律原則之間彼此是否有任何衝突。1980 年制定之「聯合國國際貨物銷售合同公約」或後續之任何法規均不適用。

4.5 解決爭議。 因本擔保、本產品或 Synology 提供與產品相關之服務所引發，或是美國境內之客戶與 Synology 之間

產生之任何爭議，將依據「美國仲裁協會」目前之商業規則進行唯一與最終仲裁，除非另外規定如下。仲裁將於單獨仲裁人面前進行，亦只限於仲裁貴客戶與 Synology 之間的爭議。該仲裁或仲裁之任何部份將不得與其他任何仲裁合併，亦不得以集體訴訟形式進行。仲裁將依雙方要求在仲裁人裁定之時，透過文件提交、電話、線上或親自到場，於美國華盛頓州的 King County 進行。美國境內之任何仲裁或法律訴訟之勝訴方得獲取所有費用與合理之律師費賠償，包括由勝訴方所支付之任何仲裁費用。這類仲裁進行期間提出之任何判決，於兩造均為不可更改且具有約束力，而裁決亦隨即提交任何管轄法院。貴客戶瞭解在無上述條款時，客戶有權向法院針對任何這類爭議提起訴訟（包括集體訴訟），而貴客戶明確表明要自動放棄這些權利，並同意根據第 4.5 節所述透過具約束力之仲裁來解決任何爭議。若為不在美國境內之客戶，本節內所述之任何爭議應根據「R.O.C. 仲裁法條」訴訟程序與相關施行細則，最終由三位中立仲裁人進行仲裁來解決。仲裁應在 R.O.C. 台灣之台北以英文或中文（兩造均同意即可）進行。仲裁賠償於兩造應為不可更改且具有約束力，並得在擁有管轄權之法院強制執行。本節中所述之任何內容不得視為禁止或限制 Synology 尋求法令救濟，或請求其他相關權利與賠償，因為此擔保與 Synology 智慧財產權相關之任何條款，如發現實際違約或有違約之虞，仍得通過法律或衡平法手段獲取。

4.6 律師費。 進行任何仲裁、調解或其他法律訴訟，或根據此擔保強制執行權利或賠償，勝訴方有權求償（除了其有權請求之任何其他禁制令外）費用與合理之律師費。

4.7 出口限制。 您知悉本產品可能受美國出口法規限制。您將遵守本產品適用之所有相關法律與法規，包括（但不限於）「美國出口管理條例」（U.S. Export Administration Regulations）。

4.8 中止。 若管轄之法院裁定此擔保之任何條款無效或無法執行，本擔保之其餘條款仍將具有完全之效力。

4.9 完整合約。 此擔保構成完整合約，並取代於此討論之議題相關之 Synology 與客戶間之任何所有先前之合約。除非書面指示經受擔保約束之當事人簽署，否則增補、修改或拋棄此擔保之任何條款均屬無效。

注意：如果英文版本與其他任何語言版本的文章有差異或不一致之處，則以英文版本為準。

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 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 ("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.

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.