



# **Synology RackStation RS3413xs+**

## **Quick Installation Guide**

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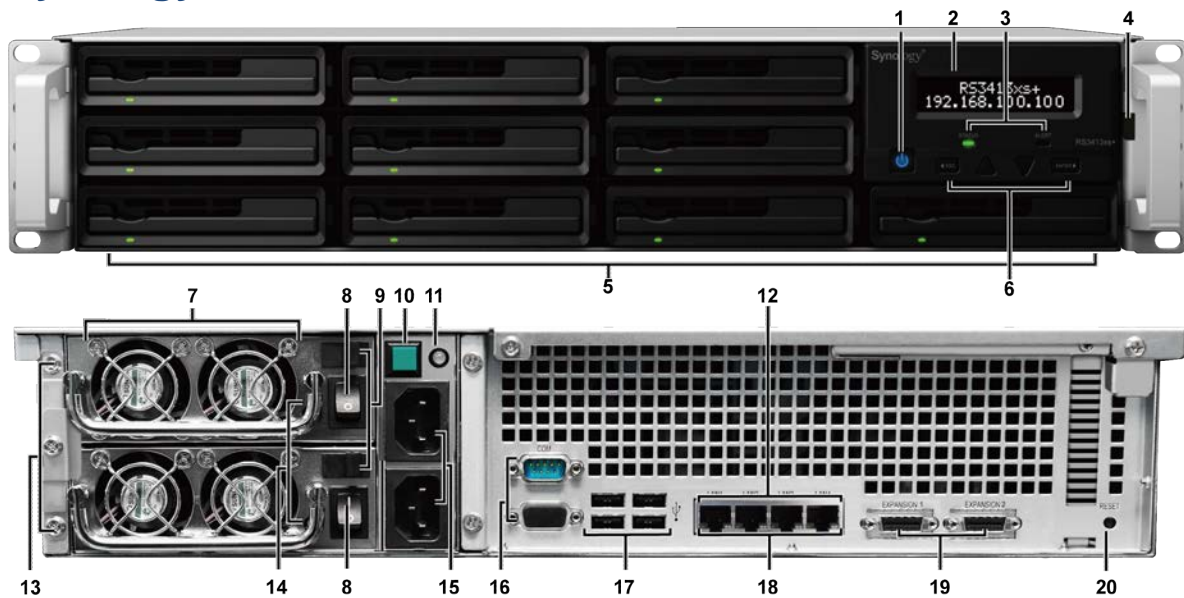
# Before You Start

Before you start setting up your RackStation, 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 RackStation from any damage.

## Package Contents

Main Unit x 1	AC Power Cord x 2
	
	<b>Installation Disc x 1</b>
	
	<b>Screws for 3.5" Hard Drives x 52</b>
	
	<b>Screws for 2.5" Hard Drives x 52</b>
	
<b>Screws for 2.5" SSD x 10</b>	
	

## Synology RackStation at a Glance






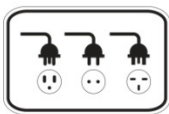
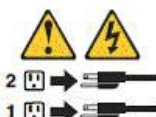


No.	Article Name	Location	Description
1)	Power Button	Front Panel	Press to turn RackStation on and off. Press the Power Button and hold until you hear a beep sound and the Power LED starts blinking.
2)	LCM Display	Front Panel	Displays server name, network information, hardware malfunction alerts, and provides basic controls. For more information, see "LCM Display" on Page 16.
3)	LED Indicators	Front Panel	The LED indicators display the status of internal disks and the system. For more information, see "Appendix B: LED Indication Table" on Page 23.
4)	SSD Trays	Behind LCM Panel	Install SSD (Solid State Drive) here for SSD cache usage. (Pull handle marked above to open LCM panel and access SSD trays.)
5)	Hard Drive Trays	Front Panel	Install hard disks here for usage with your Synology RackStation.
6)	Escape/Up/Down/Enter	Front Panel	Use these buttons to navigate info menus on the LCM display. For more information, see "LCM Display" on Page 16.
7)	Fan	Back Panel	Fans dispose of excessive heat from the power supply. In the event a fan malfunctions, your RackStation will emit a beeping sound every few seconds.
8)	Power Supply On/Off Switch	Back Panel	Press to turn on/off the power supply.
9)	Power Supply Safety Latch	Back Panel	The power supply safety latch is used to secure the power supply in place.
10)	Beep Off	Back Panel	Press to deactivate beep sound when malfunctions occur.
11)	Redundant Power LED	Back Panel	Displays status of redundant powers supplies, alerting the user of power supply or fan failure.
12)	LAN Ports	Back Panel	For connecting RJ-45 cables to your Synology RackStation.
13)	Power Supply Safety Panel	Back Panel	Remove screws and panel before removing power supply.
14)	Power LED	Back Panel	Displays Power Supply On/Off/Shutting down
15)	Power Port	Back Panel	Connect power cords here to supply power to your RackStation
16)	Console Port & VGA Port	Back Panel	For manufacturing use only.

No.	Article Name	Location	Description
17)	USB Port	Back Panel	Connect external hard drives, USB printers, or other USB devices to your Synology RackStation.
18)	LAN LED	Back Panel	Displays network status of each LAN port. Each LAN port has two individual LEDs.
19)	Expansion Ports	Back Panel	Connect Synology Expansion Units <sup>1</sup> to your Synology RackStation.
20)	RESET Button	Back Panel	1.Press and hold to restore IP, DNS, passwords for the admin account to default value. 2.Press and hold to reinstall software on your Synology RackStation.

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

## Safety Instructions

	<p>Keep away from direct sunlight and away from chemicals. Make sure the environment does not experience abrupt changes in temperature or humidity.</p>
	<p>Keep Synology product in a correct, secure position.</p>
	<p>Do not place the Synology product close to any liquid.</p>
	<p>Before cleaning, unplug the power cord first. Wipe Synology product with damp paper towels. Do not use chemical or aerosol cleaners to clean it.</p>
	<p>To avoid the damaging your RackStation, do not place on a cart, table, desk, or ,other insecure location</p>
	<p>The power cord must plug in to the right 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

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- A screwdriver
- At least one 3.5" or 2.5" SAS or 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 data. Please back up any important data before installation.

## Install Hard Disks and SSD

---

Before using your Synology RackStation to store or share data, please install at least one hard disk. In addition, RackStation offers the option to install SSD (Solid State Drives) in order to boost cache read performance. This section will guide you through the process of installing hard disks and SSD on your Synology RackStation.

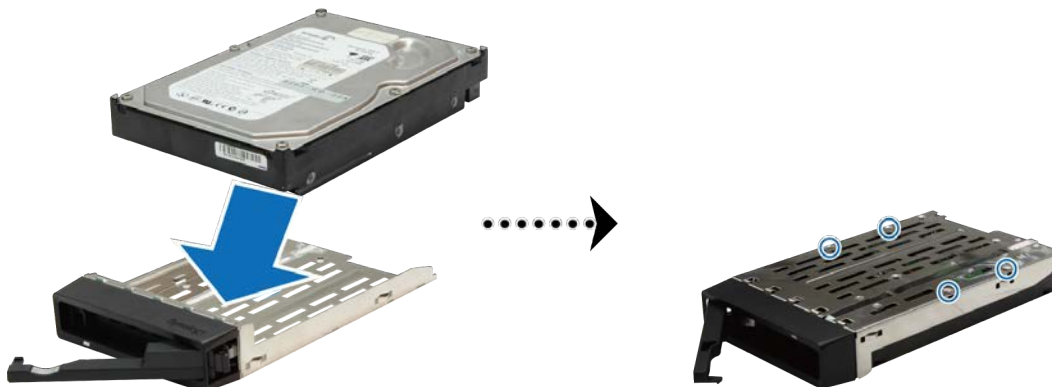
### Install Hard Disks

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

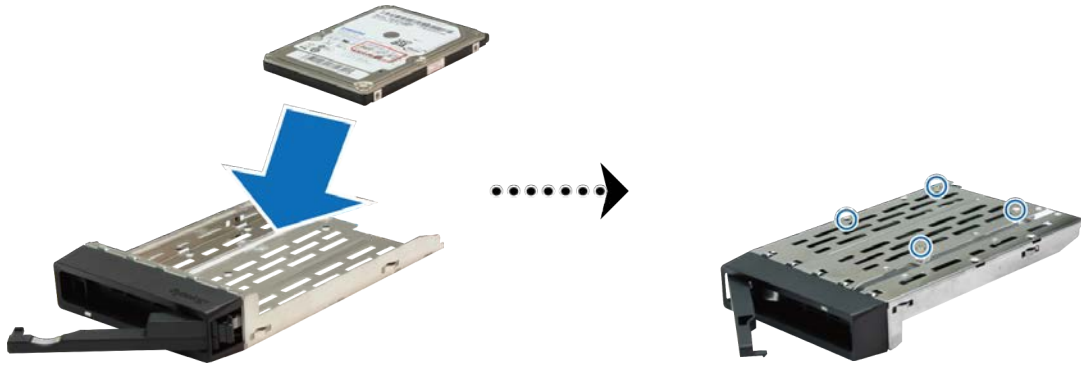


- 2 Remove the hard drive tray and place the hard disk in as follows:

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



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



- 3 After securing the hard disk and tray, insert both into the empty hard drive bay.



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

- 4 Push the handle to secure the hard drive tray.
- 5 Repeat the steps above to install all prepared hard disks.

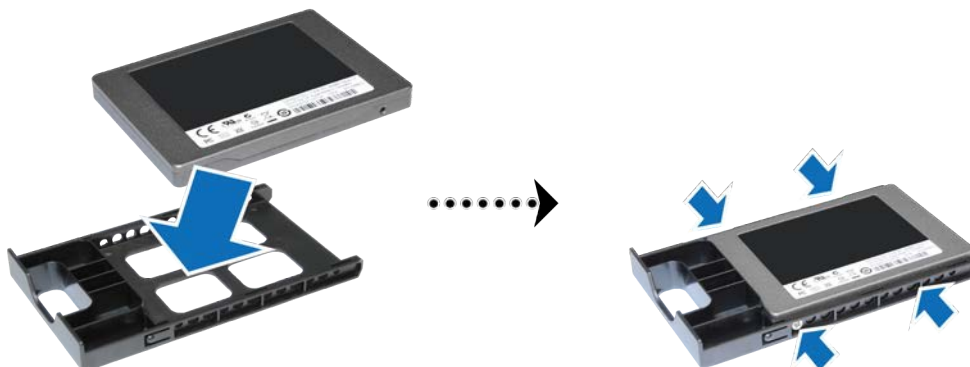
**Note:** If you want to set up a RAID configuration, we recommended all installed hard disks be the same size in order to optimize hard disk capacity usage.

## Install SSD

- 1 Pull the small lever located beside the LCM display in the direction indicated below to access the SSD bay.



- 2 Place your SSD in the SSD tray. Insert and tighten four screws into the four spots indicated below to secure the SSD.





- 3 After securing the SSD and tray, insert both into the empty SSD bay.



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

- 4 Repeat the above steps to install a second SSD.
- 5 Close and secure the LCM display.

**Note:** In order to mount SSD cache, you must install two SSD of the same model and size. Please visit [www.synology.com](http://www.synology.com) for a complete compatibility list.

## Add a RAM Module to RackStation

Synology offers RAM modules (4GB/8GB) which allow you to expand the memory capacity of your RackStation. To install, check, or remove your RAM module, please follow the steps below.

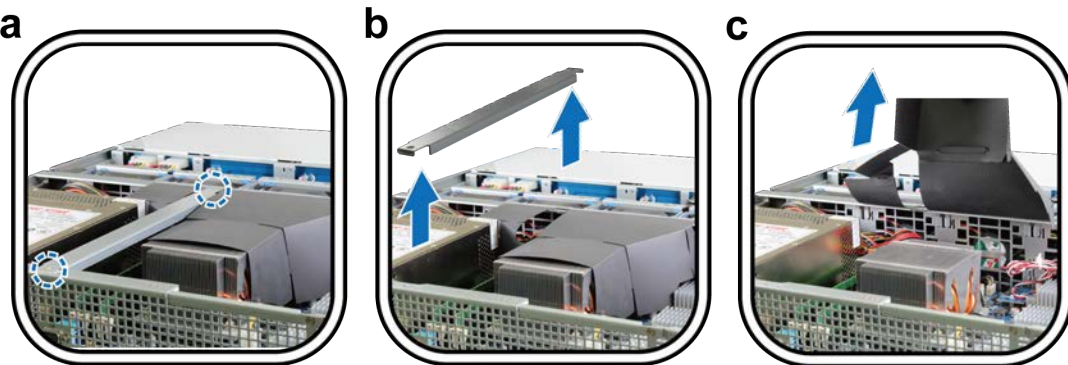
### Install a RAM Module

- 1 Shut down your RackStation, and disconnect all connected cables to prevent any possible damage.
- 2 Remove the two screws located on the back of your RackStation. Then pull the top cover in the direction indicated below and lift.

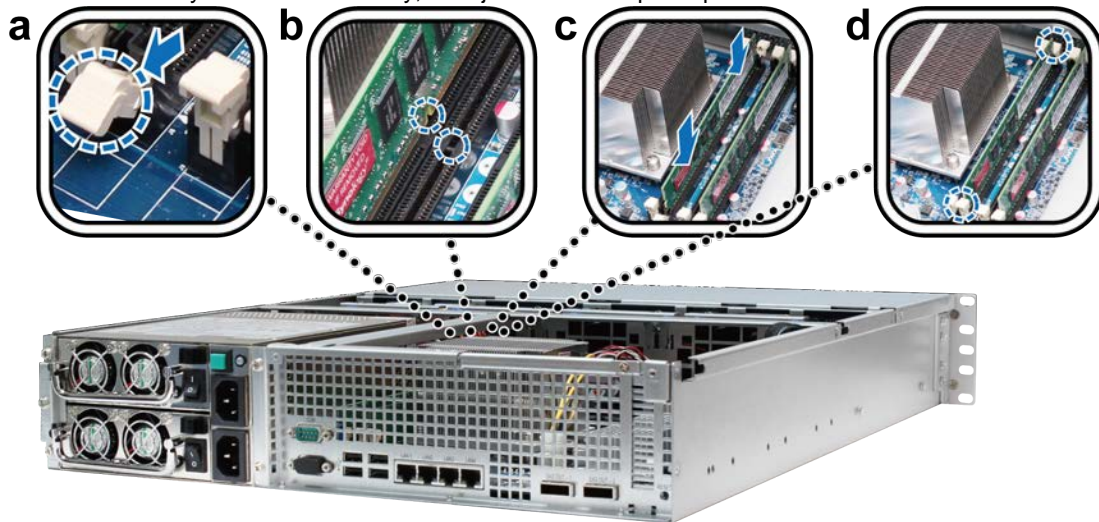


**Important:** Removing the cover will expose sensitive internal components to possible harm. Please avoid touching any other components when adding or removing memory.

- 3 To access the memory slot, follow the steps below:
  - a Remove the screws from the support bracket as illustrated below.
  - b Remove the support bracket.
  - c Lift the air duct upwards.



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



**Important:** To avoid damaging the memory module, please hold it by the edges and do not touch the gold connectors.

- 5 Replace the top cover, slide it into place, and tighten the two screws on the back of your RackStation.

## Make Sure RackStation Recognizes New Memory Capacity

After installing a new memory module in your RackStation, we recommended checking whether the system recognizes the new memory.

### To check the memory of your RackStation:

- 1 Start up your RackStation. (See “Start Up Your RackStation” on Page 15 for more information.)
- 2 Install DSM. (See “Chapter 3: Install DSM on RackStation” on Page 17 for more information.)
- 3 Log in to Synology DiskStation Manager (DSM).

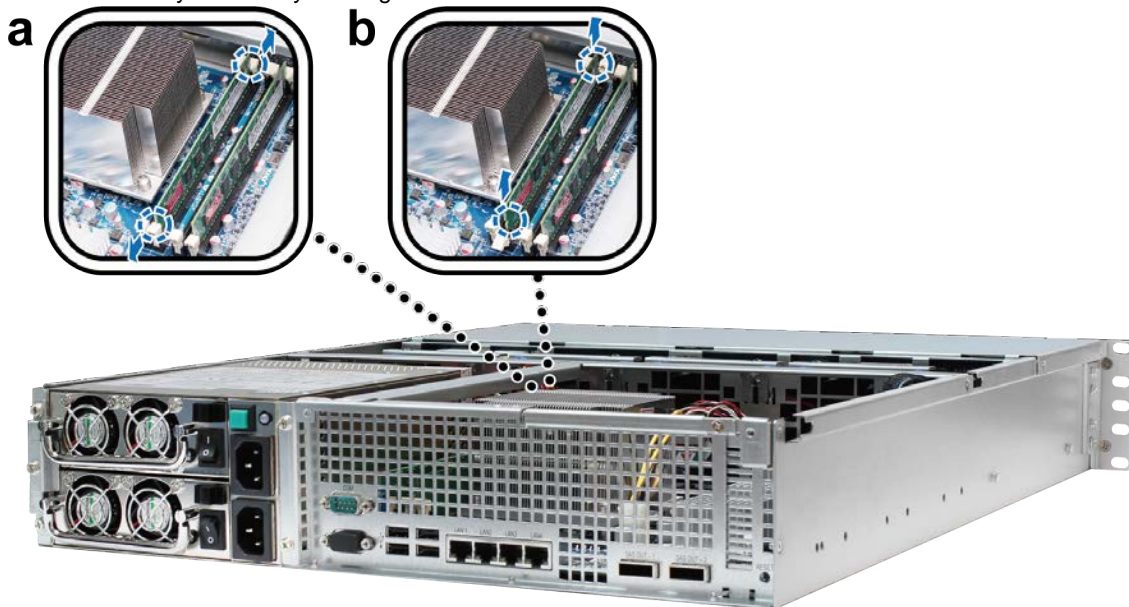
4 Check **Total Physical Memory** in **Main Menu > System Information**.

Basic information	
Server name	RackStation
Serial number	A4G7N00620
Model name	RS3413xs+
Total Physical Memory	8192 MB

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

## Remove a RAM Module from RackStation

- 1 Follow steps 1 and 2 of "Install a RAM Module" to remove the cover from your RackStation.
- 2 To remove the RAM module, follow the steps below:
  - a Release the ejectors on the memory slot by pushing them toward the sides.
  - b Hold the memory module by the edges and remove it from the slot.



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

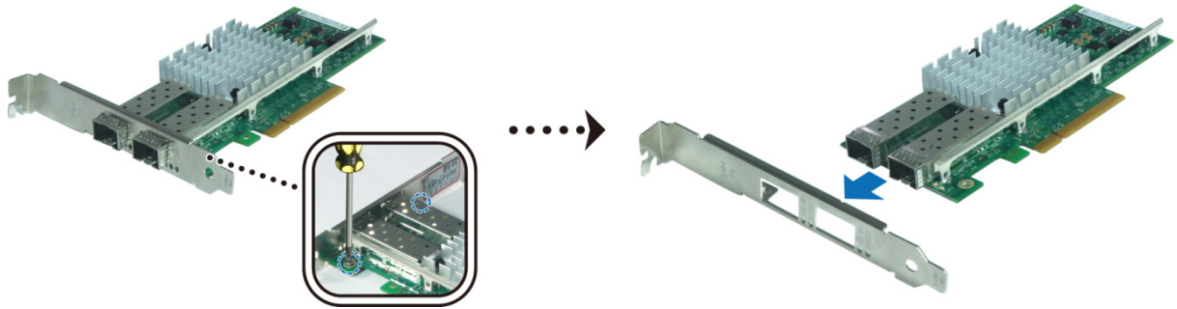
## Add a Network Interface Card to RackStation

Your RackStation contains a PCI Express expansion slot which allows you to install a 10G/E or Gigabit network interface card for LAN port expansion.<sup>1</sup> Before installing the card on your RackStation, you must replace the longer bracket (for PC usage) on your network interface card with the shorter bracket (for RackStation usage).

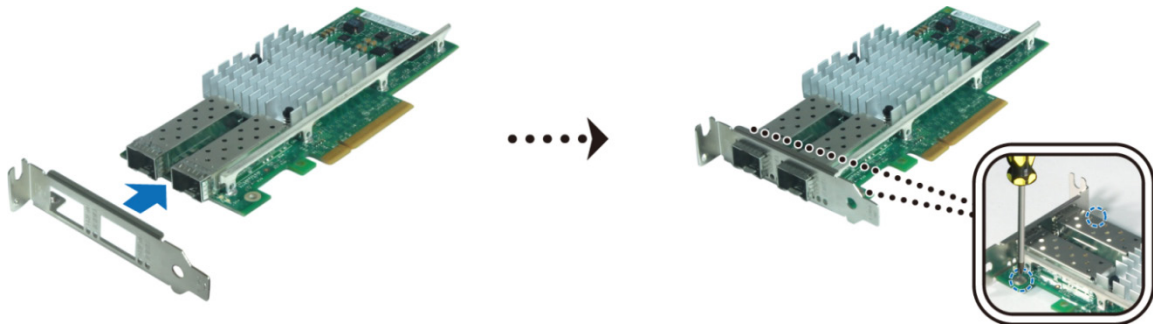
<sup>1</sup> For more information about supported 10G/E or Gigabit network interface cards, visit [www.synology.com](http://www.synology.com).

**To replace the long bracket with the short one:**

- 1 Remove the two screws holding the longer bracket to the interface card. Then remove the bracket as indicated below.



- 2 Replace the longer bracket with the shorter one from your RackStation. Then tighten the two screws to secure the shorter bracket.

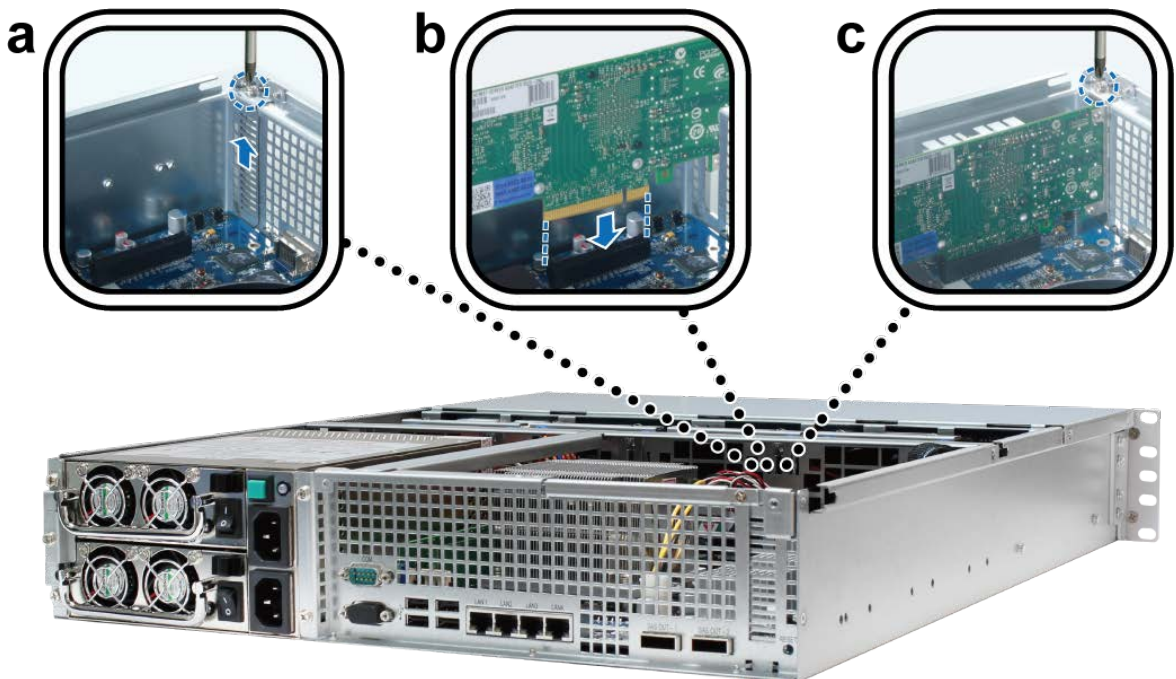


**To install the network interface card:**

- 1 Follow steps 1 to 2 of “Install a RAM Module” on Page 9 to remove the cover from your RackStation.
- 2 To install the network interface card, follow the steps below:
  - a Remove the screw on the port access cover. Then remove the access cover.
  - b Align the card connector with the expansion slot and insert the card into the slot.

**Important:** Make sure the connector is completely inserted. Otherwise, the network interface card might not function properly.

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

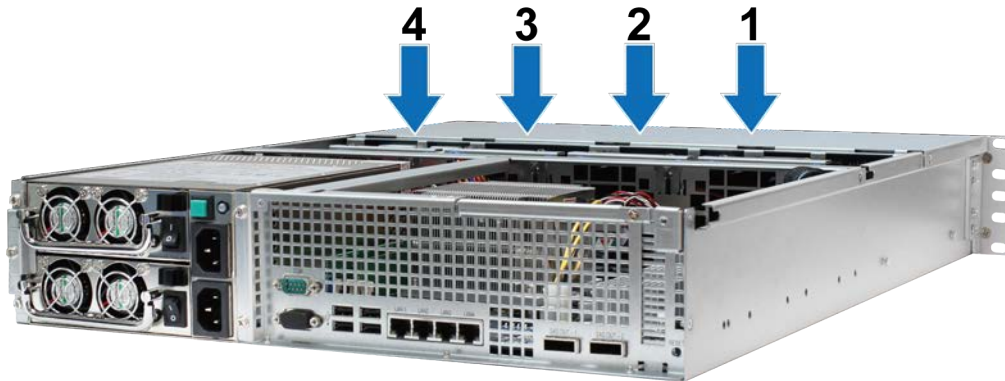


## Replace a Malfunctioning Fan

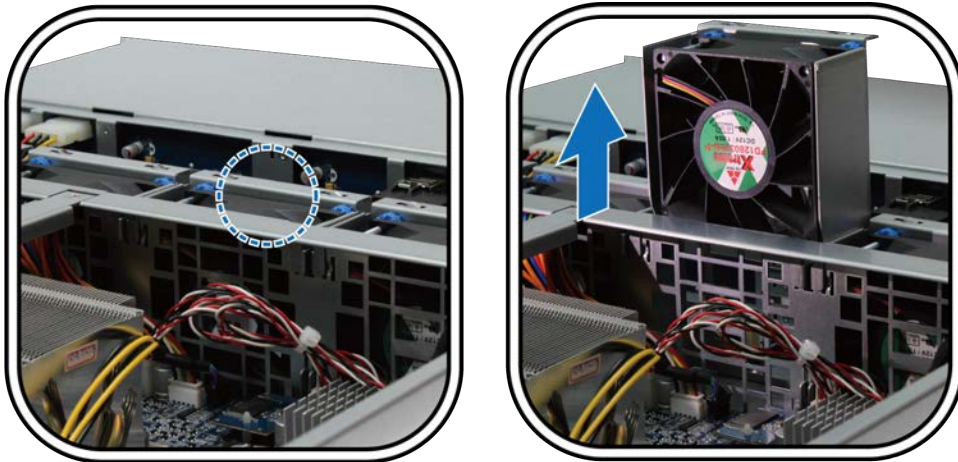
Your Synology RackStation comes equipped with multiple cooling fans. In the event of a fan malfunction, your RackStation will emit a beeping sound. This section will guide you through the steps necessary to replace a malfunctioning fan.

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

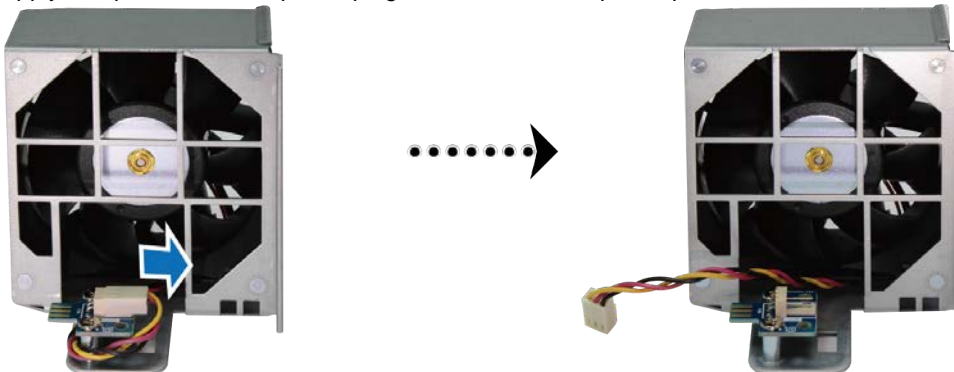
- 1 Follow steps 1 to 2 of "Install a RAM Module" on Page 9 to remove the cover from your RackStation. Fans are numbered as followed:



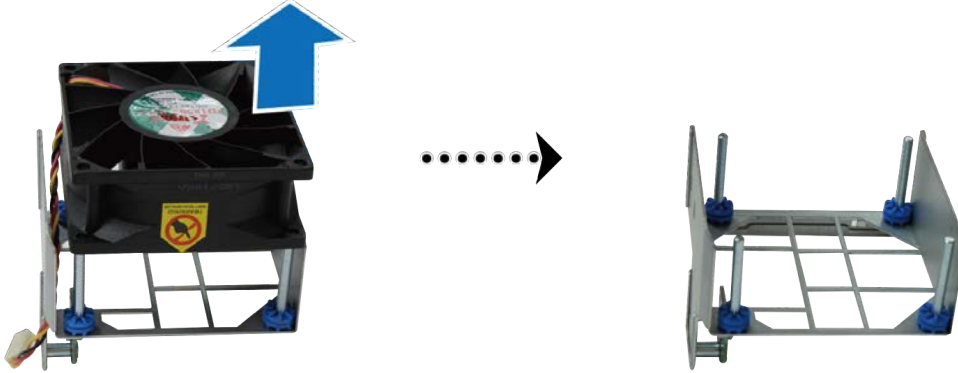
- 2 Find the malfunctioning fan. Lift the fan upward to remove.



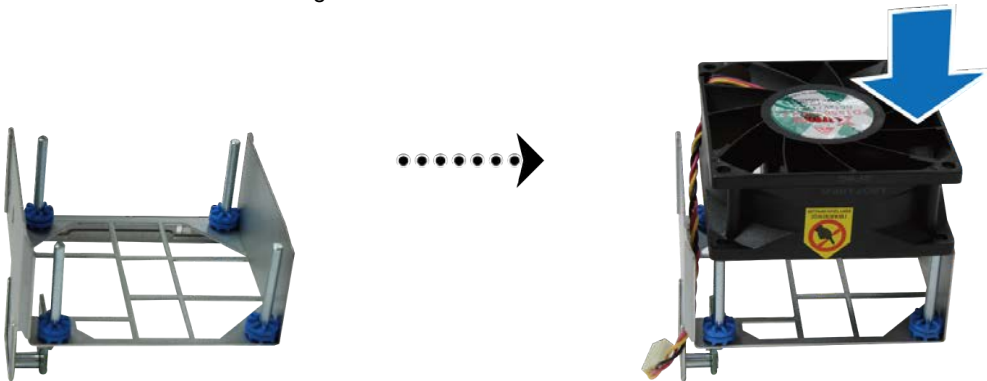
- 3 Apply firm pressure to the power plug and slide it off the power port as shown below.



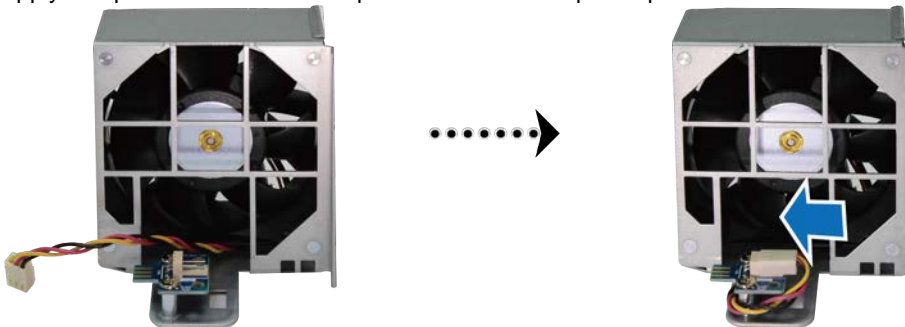
4 Remove the malfunctioning fan from the fan casing.



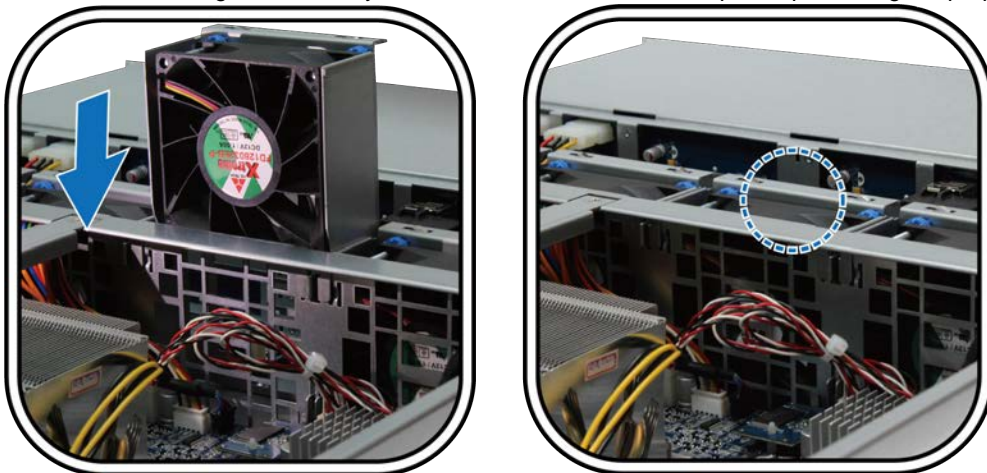
5 Slide a new fan into the casing.



6 Apply firm pressure and slide the power cord onto the power port.



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

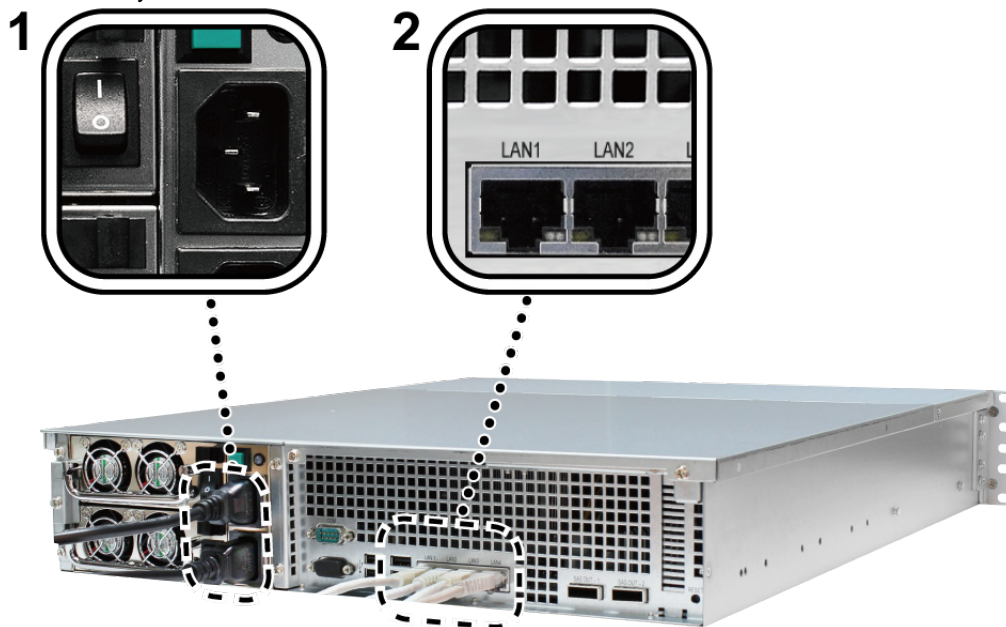


## Start Up Your RackStation

- 1 Connect one end of the power cord to the power port located on the back of your RackStation and the other end to a power outlet. Make sure the Power Supply On/Off Switch is turned on ("I").

**Note:** Your RackStation comes equipped with a redundant power supply system, allowing two power cords to be connected. The system may be power on with only one power cord, but we recommend using two power cords to avoid unexpected power failures.

- 2 Connect one end of the LAN cable to one of the LAN ports located on the back of your RackStation and the other end to your switch/router/hub.



- 3 Push the Power button illustrated below to turn on your RackStation.



Congratulations! Your RackStation should now be online and detectable from a computer within the same network.

## LCM Display

The LCM display located on the front panel of your RackStation shows network information, displays event alerts in case hardware or system malfunctions occur, and offers basic controls. Menus can be navigated by pressing the Escape/Up/Down/Enter buttons. Under normal circumstance, the LCM display will show the hostname and IP address of your RackStation, as illustrated below:



## Event Display

In the event your RackStation detects missing or malfunctioning hardware, the LCM display will show an event message. These event messages will alert you to various issues, such as overheating hardware, failed connections, or missing hard disks. When a problem occurs, please return to the deactivate beep page and press the Enter button to deactivate the beeping sound.

## Info Menu

Navigate the LCM info menus using the following buttons located on the front panel:

Item	Function
Escape	Go back or cancel.
Up/Down	Navigate up or down through menus.
Enter	Confirm or select.

From the main display, pressing Enter will present the following three menus:

Item	Function
1. System Info	Displays model name, serial number, date and time, and current software version.
2. Network	Provides options to edit network related settings.
3. Reboot	Press Enter to reboot your RackStation system.



# Install DSM on RackStation

Using a computer within the same network, follow the steps in this chapter to install DSM on your RackStation. After DSM is installed, you will be able to manage all features on your RackStation by logging in to DSM with your preferred web browser.

## Install from Windows

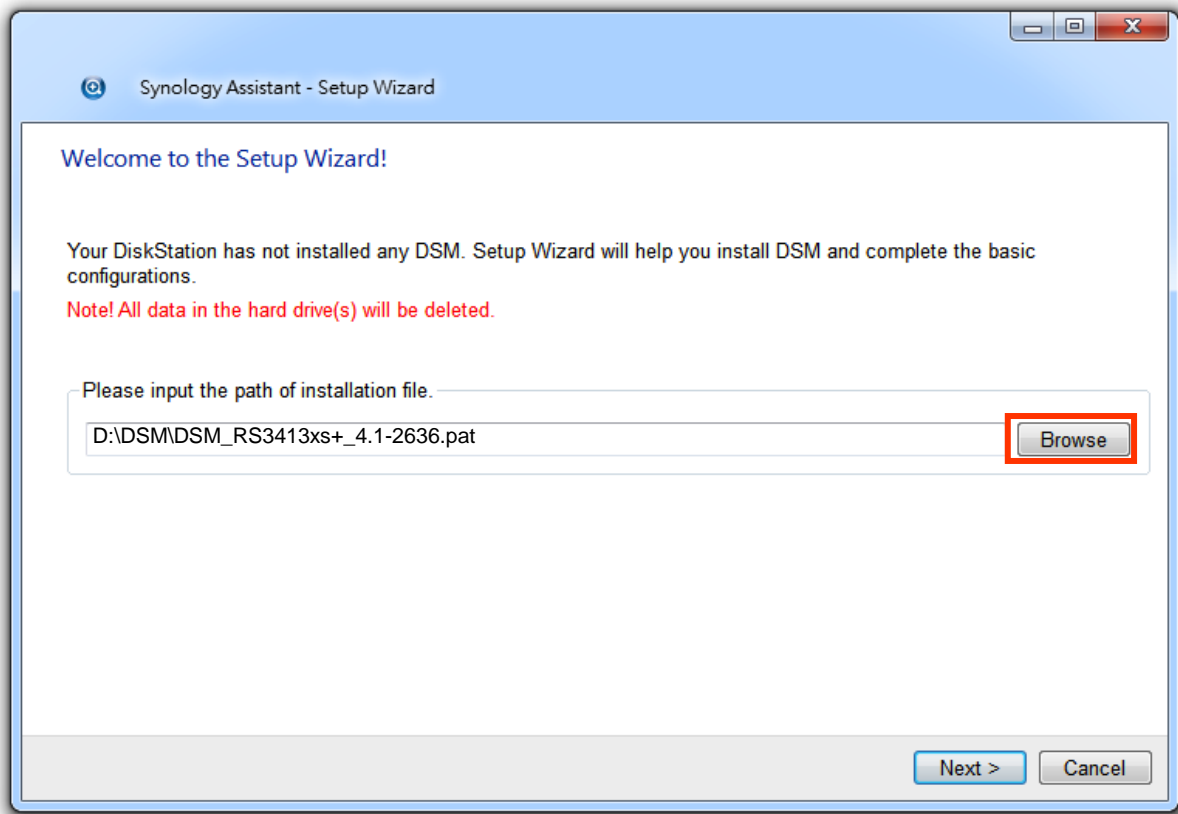
- 1 Insert the DSM installation disc included with your RackStation into your computer, and click **Start**. Follow the onscreen instructions to complete the setup process.



- 2 Synology Assistant will be installed and launched on your computer. It will search and find your RackStation within the LAN. The status of your RackStation should be **Not installed**. Double-click your RackStation 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	
RackStation	192.168.20.110	DHCP	Not installed	00:11:32:07:48:2F	4.1-2636	RS3413xs+	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.

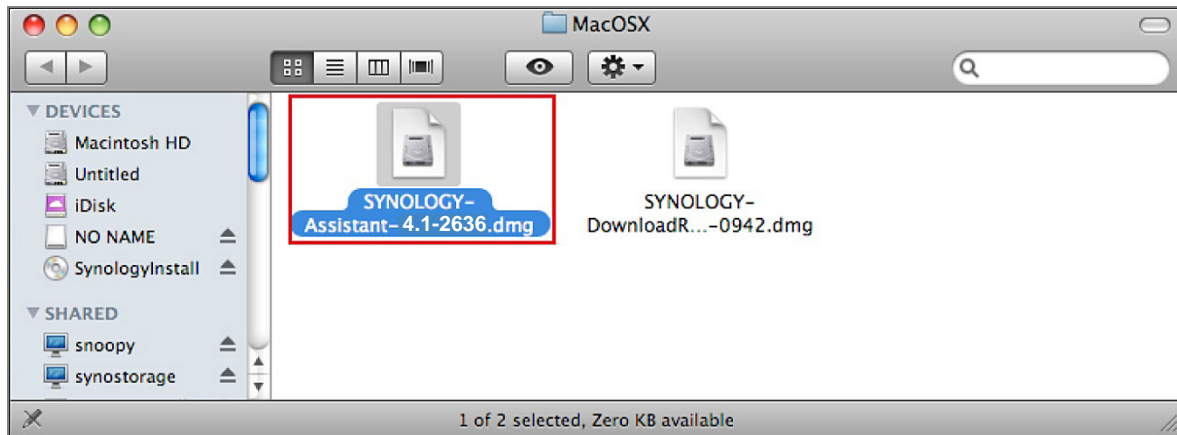
After the installation process is finished, you will be able to manage your RackStation with Synology DiskStation Manager (DSM). For more information about managing your RackStation with DSM, refer to Synology DiskStation User's Guide available at [Synology Download Center](#).

## Install from Mac OS X

- 1 Insert the installation disc into your computer. 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. However, you may 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:**

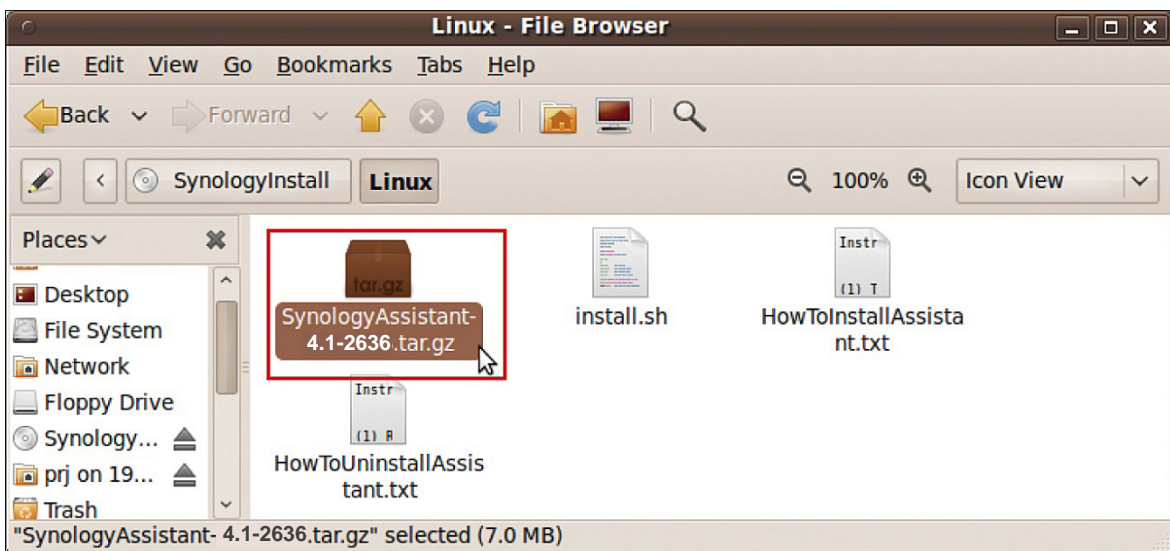
**1 Go to `/usr/local` and `/usr/local/bin` and delete the following folders (if any):  
`Synology`, `SynologyAssistant`**

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

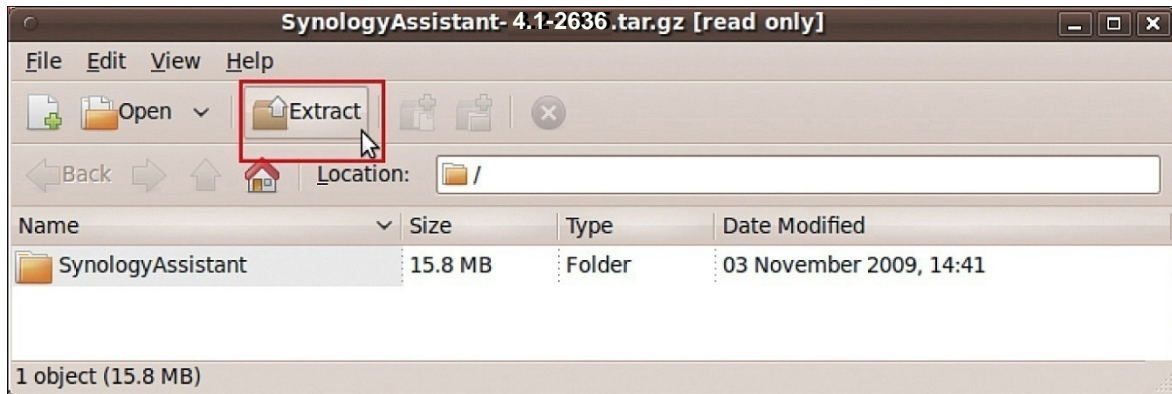


SynologyInstall

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



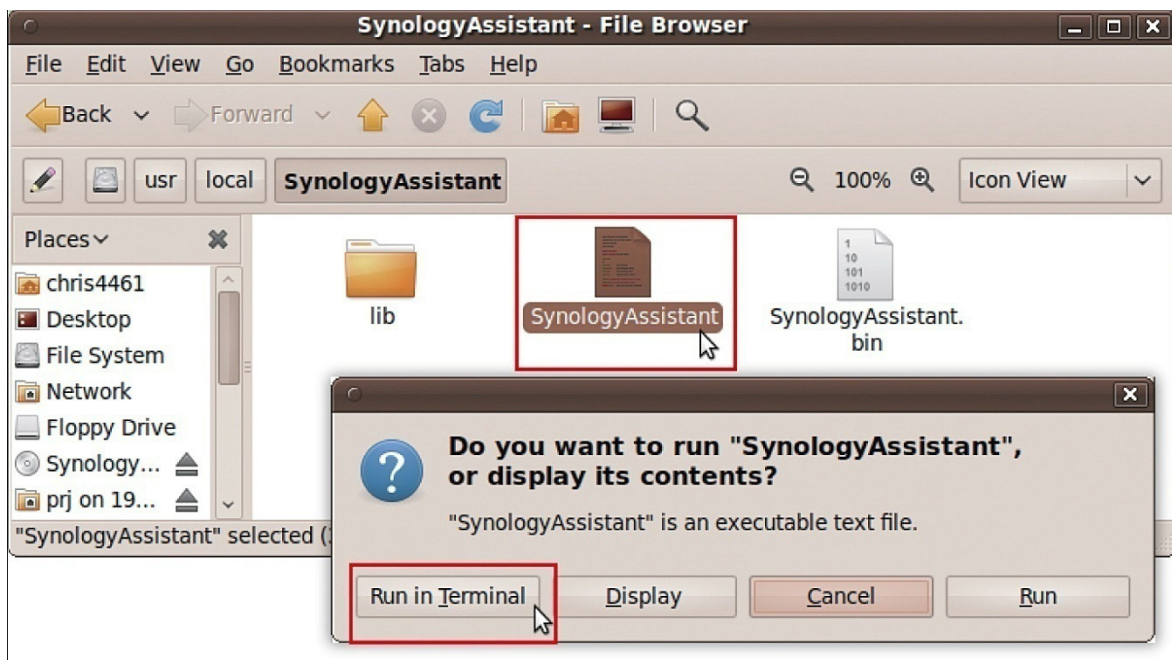
- 4 Click **Extract**, and then extract the **SynologyAssistant** directory to **/usr/local** or any other path.



**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 RackStation

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

## Learn More

Congratulations! Your RackStation is now set up. Refer to the User’s Guide in the installation disc for advanced settings and management. For more information or online resources about your RackStation, please visit [www.synology.com](http://www.synology.com).

# Specifications

Item	RS3413xs+
Internal HDD	3.5" or 2.5" SATA 3G X 10
Max. Capacity	40TB (10 X 4TB hard drives)
Hot Swappable HDD	Yes
External HDD Interface	<ul style="list-style-type: none"> <li>• USB 2.0 X 4</li> <li>• Expansion port X 2 (SATA over Infiniband SFF8470)</li> </ul>
LAN Port	Gigabit X 4 (optional 10GbE X 2 add-on card is supported)
Size (HxWxD) (mm)	88 X 445 X 570
Weight (Kg)	15.610
Supported Clients	<ul style="list-style-type: none"> <li>• Windows XP onward</li> <li>• Mac OS X 10.5 onward</li> <li>• Ubuntu 9.04 onward</li> </ul>
Max. User Accounts	4096
Max. Group Accounts	512
Max. Shared Folders	512
Max. Concurrent Connections	1024
Max. Supported IP Cameras	70 (with 10 GbE add-on card)
File System	<ul style="list-style-type: none"> <li>• EXT4</li> <li>• EXT3 • FAT • NTFS (External Disk, Read/Write)</li> </ul>
Supported RAID Type	<ul style="list-style-type: none"> <li>• Basic • JBOD • RAID 0 • RAID 1</li> <li>• RAID 5 • RAID 5 + Hot Spare • RAID 6 • RAID 10</li> <li>• Synology Hybrid RAID (1-Disk Fault Tolerance, 2-Disk Fault Tolerance)</li> </ul>
Agency Certifications	<ul style="list-style-type: none"> <li>• FCC Class A • CE Class A • BSMI Class A</li> </ul>
HDD Hibernation	Yes
Deep Sleep for Expansion Unit	Yes
Scheduled Power On/Off	Yes
Wake on LAN	Yes
Language Localization	<ul style="list-style-type: none"> <li>• English • Deutsch • Français • Italiano • Español • Dansk • Norsk • Svensk</li> <li>• Nederlands • Русский • Polski • Magyar • Português do Brasil</li> <li>• Português Europeu • Türkçe • Český • 日本語 • 한국어 • 繁體中文 • 简体中文</li> </ul>
Power Consumption And Environment Requirements	<ul style="list-style-type: none"> <li>• Line voltage: 100V to 240V AC</li> <li>• Frequency: 50/60Hz</li> <li>• Operating Temperature: 40 to 95°F (5 to 35°C)</li> <li>• Storage Temperature: 15 to 155°F (-10 to 70°C)</li> <li>• Relative Humidity: 5% to 95% RH</li> <li>• Maximum Operating Altitude: 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.

# 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	
Back LAN LED (Left)	Orange	Static	Network is normal
		Blinking	Network is active
		Off	Network is down
Back LAN LED (Right)	Green	Static	Gigabit is normal
	Orange	Static	10/100 Link
	Off	Network is down	
Disk Status/Activity Indicator (on tray)	Green	Static	Disk ready
		Blinking	Disk is being accessed
	Orange	Static	Cannot Read/ Write
	Off	No internal disk	
Power LED	Blue	Static	Power ready
		Blinking	Booting up
			Shutting down
		Off	Power off
Redundant Power LED	Green	Static	Both power supplies are working
		Blinking	1 power supply is not working or fan is not working
		Off	Power off
	Orange	Static	Power Supply On/Off Switch is on ("I") but RackStation System Power on the front panel is off ("O")
Alert	Orange	Blinking	System fan is not working
			Over temperature
		Off	System fan normal
			Temperature normal

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

**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 AND SYNOLOGY UK LTD., (COLLECTIVELY, "SYNOLOGY") FOR ANY SYNOLOGY SOFTWARE, TOGETHER WITH ANY OTHER ASSOCIATED FIRMWARE, MEDIA, PRINTED MATERIALS AND "ONLINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE "SOFTWARE") AVAILABLE FOR DOWNLOAD AT [WWW.SYNOLOGY.COM](http://WWW.SYNOLOGY.COM) OR PROVIDED WITH OR INSTALLED ON A SYNOLOGY PRODUCT (THE "PRODUCT").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY OPENING THE PACKAGE CONTAINING THE SOFTWARE, INSTALLING THE SOFTWARE NOT OTHERWISE PRE-INSTALLED BY SYNOLOGY ON A PRODUCT OR OTHERWISE USING A PRODUCT THAT INCLUDES PRE-INSTALLED SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT OPEN THE BOX CONTAINING THE PRODUCT, INSTALL THE SOFTWARE OR USE THE PRODUCT CONTAINING THE SOFTWARE. INSTEAD, YOU MAY RETURN THE PRODUCT TO THE RESELLER WHERE YOU PURCHASED IT FOR A REFUND IN ACCORDANCE WITH THE RESELLER'S APPLICABLE RETURN POLICY.

**Section 1. Limited Software License.** Subject to the terms and conditions of this EULA, Synology grants you a limited, non-exclusive, non-transferable, personal license to install, run and use one copy of the Software on the Product solely in connection with your authorized use of the Product.

**Section 2. Documentation.** You may make and use a reasonable number of copies of any documentation provided with the Software; provided, that such copies will only be used for internal business purposes and are not to be republished or redistributed (either in hard copy or electronic form) to any third party.

**Section 3. Backup.** You may make a reasonable number of copies of the Software for backup and archival purposes.

**Section 4. Updates.** Any software provided to you by Synology or made available on the Synology web site at [www.synology.com](http://www.synology.com) ("Web Site") that updates or supplements the original Software is governed by this EULA unless separate license terms are provided with such updates or supplements, in which case, such separate terms will govern.

**Section 5. License Limitations.** The license set forth in Section 1 applies only to the extent you have ordered and paid for the Product and it states the entirety of your rights with respect to the Software. Synology reserves all rights not expressly granted to you in this EULA. Without limiting the foregoing, you will not, and you will not authorize or permit any third party to: (a) use the Software for any purpose other than in connection with the Product; (b) license, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Software or use the Software in any commercial hosted or service bureau environment; (c) reverse engineer, decompile, disassemble or attempt to discover the source code for or any trade secrets related to the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (d) adapt, modify, alter, translate or create any derivative works of the Software; (e) remove, alter or obscure any copyright notice or other proprietary rights notice on the Product; or (f) circumvent or attempt to circumvent any methods employed by Synology to control access to the components, features or functions of the Product or Software.

**Section 6. Open Source.** The Software may contain components licensed to Synology under the GNU General Public License ("GPL Components"), currently available at <http://www.gnu.org/licenses/gpl.html>. The terms of the GPL will control solely with respect to the GPL Components to the extent that this EULA conflicts with the requirements of the GPL with respect to your use of the GPL Components, and, in such event, you agree to be bound by the GPL with respect to your use of such components.

**Section 7. Audit.** Synology will have the right to audit your compliance with the terms of this EULA. You agree to grant access to Synology to facilities, equipment, books, records

and documents and to otherwise reasonably cooperate with Synology in order to facilitate any such audit.

**Section 8. Ownership.** The Software is valuable property of Synology and its licensors and is protected by copyright and other intellectual property laws and treaties. Synology or its licensors own all right, title and interest in and to the Software and all copyright and other intellectual property rights in the Software.

**Section 9. Limited Warranty.** Synology warrants that for a period of ninety (90) days after either your (a) installation of the Software on Products that do not include pre-installed Software or (b) use of a Product that includes pre-installed Software, as applicable, (the "Warranty Period"), the Software will substantially conform to Synology's published specifications for the Software, if any, or otherwise set forth on the Web Site. Synology will use commercially reasonable efforts to, in Synology's sole discretion, either correct any such nonconformity in the Software or replace any Software that fails to comply with the foregoing warranty, provided that you give Synology written notice of such noncompliance within the Warranty Period. The foregoing warranty does not apply to any noncompliance resulting from any: (w) use, reproduction, distribution or disclosure not in accordance with this EULA; (x) any customization, modification or other alteration of the Software by anyone other than Synology; (y) combination of the Software with any product, services or other items provided by anyone other than Synology; or (z) your failure to comply with this EULA.

**Section 10. Support.** During the Warranty Period, Synology will make available to you the support services. Following the expiration of the applicable Warranty Period, support for Software may be available from Synology upon written request.

**Section 11. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, SYNOLOGY AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS. SYNOLOGY AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, SYNOLOGY DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS.

**Section 12. Disclaimer of Certain Damages.** IN NO EVENT WILL SYNOLOGY OR ITS LICENSORS BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR



INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF SYNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 13. Limitation of Liability.** SYNOLOGY'S AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES YOU MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of warranties, disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. To the extent that those laws apply to this EULA, the exclusions and limitations set forth above may not apply to you.

**Section 14. Export Restrictions.** You acknowledge that the Software is subject to U.S. export restrictions. You agree to comply with all applicable laws and regulations that apply to the Software, including without limitation the U.S. Export Administration Regulations.

**Section 15. U.S. Government License Rights.** All Software provided to the U.S. Government is provided with the commercial license rights and restrictions described in this EULA. By installing, copying or using the Software, the U.S. Government agrees that the Software is "commercial computer software" or "commercial computer software documentation" within the meaning of FAR Part 12.

**Section 16. Termination.** Without prejudice to any other rights, Synology may terminate this EULA if you do not abide by the terms and conditions contained herein. In such event, you must cease use of the Software and destroy all copies of the Software and all of its component parts.

**Section 17. Assignment.** You may not transfer or assign your rights under this EULA to any third party. Any such transfer or assignment in violation of the foregoing restriction will be void.

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

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

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

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

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

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

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

THIS LIMITED WARRANTY ("WARRANTY") APPLIES TO THE PRODUCTS (AS DEFINED BELOW) OF SYNOLOGY, INC. AND ITS AFFILIATES, INCLUDING SYNOLOGY AMERICA CORP 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.