instrumentarium

GENERAL TERMS AND CONDITIONS APPLYING TO INSTRUMENTARIUM ALL-INCLUSIVE -SERVICE

Valid from 28.5.2026

1 GENERAL

1.1 These General Terms and Conditions apply to the Agreement between the Customer and Instru Optiikka Oy, Linnoitustie 3, 02600 Espoo (hereinafter "Instru") regarding the Instrumentarium All-Inclusive service.

1.2 After signing the Agreement, the Customer will receive a confirmation to the e-mail address provided or as a copy from the store.

1.3 In order to sign the Agreement, the Customer must be of legal age, have a permanent residence in Finland, be able to confirm their identity, and be creditworthy (in order to be able to verify this, they must have a Finnish personal identity number). In addition, the Customer must have a valid spectacle prescription from an optician or ophthalmologist. Spectacle prescriptions older than six months are not considered valid.

2 DEFINITIONS

2.1 "**Customer**" means the person who has signed the Agreement and exercises the rights granted by it.

2.2 "**Sunglasses**" means sunglasses with or without prescription.

2.3 "**Frames**" means the range of frames currently available under the Agreement.

2.4 "**Monthly Fee**" means the monthly fee for Eyeglasses and/or Sunglasses covered by the Agreement.

2.5 "**Lenses**" means the range of lenses currently available under the Agreement.

2.6 "**Delivery Date**" means the date on which the Customer is deemed to have received the Eyeglasses and/or Sunglasses covered by the Agreement.

2.7 "**Eyeglasses**" means an assembly of Frames and Lenses, including sunglasses with or without prescription.

2.8 "**Agreement**" means the Instrumentarium All-Inclusive Agreement signed by Customer, the currently valid General Terms and Conditions, and any new orders placed by Customer under Sections 7 and 8 during the validity of the Agreement.

2.9 "**Agreement Period**" means the period during which the Agreement cannot be terminated.

2.10 "**General Terms and Conditions**" means these General Terms and Conditions of the Instrumentarium All-Inclusive Service Agreement as currently in force, including any amendments made therein in accordance with Section 17.

3 ACCESS TO EYEGLASSES AND/OR SUNGLASSES

3.1 With this Agreement, the Customer has access to a total of three pairs of Eyeglasses and/or Sunglasses from Instru, of which at least one pair must always be prescription glasses. Upon receipt of a notice from Instru that the Eyeglasses and/or Sunglasses are available, the Customer shall pick up the Eyeglasses and/or Sunglasses at the Instru store where the Agreement was signed.

4 LIMITATION OF THE RIGHT OF WITHDRAWAL AND FAILURE TO COLLECT THE EYEGLASSES AND/OR SUNGLASSES

4.1 After signing the Agreement, the Customer has no right to cancel the Agreement.

4.2 Upon the commencement of the Agreement, the Customer must collect the ordered

Eyeglasses and/or Sunglasses within two months of Instru sending the Customer the notice of arrival thereof. If the Customer fails to collect the Eyeglasses and/or Sunglasses within this period, the Agreement shall be deemed terminated, and Instru shall have the right to charge the Customer six-month Monthly Fees.

4.3 If the Customer has ordered Eyeglasses and/or Sunglasses with new Lenses in accordance with Section 7 or new Eyeglasses or Sunglasses in accordance with Sections 8 or 10, the Eyeglasses and/or Sunglasses shall be deemed delivered to the Customer even if the Customer has not collected the Eyeglasses and/or Sunglasses within two months of the time that Instru sent the Customer the notice of arrival. Instru has no obligation to store the Customer's Eyeglasses and/or Sunglasses for more than eight months after having sent the Customer the notice of arrival. However, the Customer is entitled to receive replacement Eyeglasses and/or Sunglasses for uncollected Eyeglasses after paying six-month Monthly Fees for the uncollected Eyeglasses and/or Sunglasses.

5 RIGHT OF OWNERSHIP AND RIGHT OF USE

5.1 Instru owns all the Eyeglasses and/or Sunglasses covered by the Agreement. The Customer has the right to use the Eyeglasses and/or Sunglasses for their own private use in accordance with these General Terms and Conditions. The Customer has no right to hand over or rent Eyeglasses and/or Sunglasses to anyone. The Customer must exercise normal caution when handling Eyeglasses and/or Sunglasses.

5.2 Upon termination of the Agreement, all Eyeglasses and/or Sunglasses must be returned to Instru. Alternatively, the Customer may redeem the Eyeglasses and/or Sunglasses for themselves in accordance with Section 15.

6 VISUAL INSPECTIONS INCLUDED IN THE AGREEMENT

6.1 Prior to signing the Agreement, the Customer is entitled to an eye examination at our optician. During the term of the Agreement, the Customer is entitled to new eye examinations at our opticians as often as and the way recommended by our opticians at no additional cost. When our opticians consider it necessary, they can also refer the Customer for an eye examination at our ophthalmologist. An ophthalmologist's examination is always chargeable, and its price depends on the examinations and procedures performed by the receiving doctor.

7 REPLACEMENT OF LENSES

7.1 During the term of the Agreement, the Customer is entitled to have the Lenses of all Eyeglasses and/or prescription Sunglasses covered by the Agreement replaced with new Lenses, provided that the Customer's spectacle prescription has been amended based on an eye examination by our optician or ophthalmologist. The Customer can only switch to Lenses prescribed or recommended by our optician. In the event that the Lenses belong to a higher or lower price range, the Monthly Fee will be adjusted accordingly as of the Delivery Date of the Eyeglasses and/or Sunglasses fitted with the new Lenses. However, notwithstanding the above, the Monthly Fee will not be changed if the Customer's vision has changed in such a way that they cannot be offered Lenses other than those belonging to a higher price class.

7.2 Replacement of Lenses does not extend the Agreement Period.

7.3 The possibility to replace the Lenses of Eyeglasses and/or Sunglasses does not apply to non-prescription Eyeglasses and/ or Sunglasses.

8 EXCHANGE OF EYEGLASSES AND/OR SUNGLASSES

8.1 The Customer has the right to exchange the Eyeglasses and/or Sunglasses covered by the Agreement within 30 days of the Delivery Date. Non-prescription sunglasses must be unused and have all the stickers and labels affixed when exercising the right of exchange. Each pair of Eyeglasses and/or Sunglasses can only be exchanged once. This means that the Customer cannot again exchange the Eyeglasses or Sunglasses received in exchange within 30 days.

8.2 In addition to the right of exchange mentioned in Clause 8.1, the Customer may exchange the Eyeglasses or Sunglasses covered by the Agreement at the earliest 12 months after the Delivery Date. It is possible to make the next exchange at least 12 months after the previous exchange. Only one pair of Eyeglasses or Sunglasses can be exchanged at a time.

8.3 If the Customer exercises their right of exchange in accordance with this Section 8, the remaining Agreement Period will be extended by 12 months for all Eyeglasses and/or Sunglasses covered by the Agreement. For example, if the remaining Agreement Period is six months when exercising the right of exchange under this Section 8, it will be extended by 12 months, in which case the remaining Agreement Period shall be 18 months. However, after the extension, the remaining Agreement Period may not exceed 24 months.

8.4 If the Agreement has become valid for an indefinite period in accordance with Clause 12.7 prior to the exercise of the option under this Section 8, a new 12-month Agreement Period shall begin on the Delivery Date of the new Eyeglasses and Sunglasses for all Eyeglasses and/or Sunglasses covered by the Agreement.

8.5 In the event that the Customer, when exercising the right of exchange under this Section 8, exchanges the Eyeglasses or Sunglasses for Eyeglasses or Sunglasses in the upper or lower price range, the Monthly Fee will be charged accordingly from the Delivery Date of the new Eyeglasses or Sunglasses.

8.6 The Customer must return the replaceable Eyeglasses or Sunglasses to Instru when collecting the new Eyeglasses or Sunglasses. Alternatively, the Customer may redeem the replaceable Eyeglasses or Sunglasses in accordance with Section 15.

8.7 The exchange is possible at selected Instru stores in Finland. A list of Instru stores where exchanges are possible can be found at http://www.instru.fi/myymala?allinc=true. New Eyeglasses or Sunglasses must be collected at the same store where the exchange was made.

9 MAINTENANCE OF EYEGLASSES AND/OR SUNGLASSES

9.1 Services such as adjusting and cleaning Eyeglasses and/or Sunglasses are included in the Agreement.

10 REPAIR SERVICE

10.1 Instru will provide a repair service for all Eyeglasses and/or Sunglasses covered by the Agreement during the term of the Agreement. The Repair Service covers that, at the Customer's request and for reasons attributable to the Customer, Instru (i) repairs the Eyeglasses or Sunglasses or, if Instru, in its sole discretion, considers that it is not possible to repair the Eyeglasses or Sunglasses, (ii) replace them with new equivalent Eyeglasses or Sunglasses. The Repair Service does not cover normal wear and tear of the Eyeglasses or Sunglasses.

10.2 To use the Repair Service, the Customer must contact an Instru store or Instru Customer

Service. The Repair Service will be charged separately. If the Eyeglasses or Sunglasses are damaged and can be repaired, the fee will be (i) three times the Monthly Fee for the relevant Eyeglasses or Sunglasses or (ii) the current list price for the repair, whichever (i-ii) is more affordable. If Instru, at its sole discretion, determines that the Eyeglasses or Sunglasses cannot be repaired, the fee will be six times the Monthly Fee for the relevant Eyeglasses or Sunglasses.

10.3 In the event that, when using the Repair Service in accordance with Section 10, the Eyeglasses or Sunglasses are replaced with new Eyeglasses or Sunglasses belonging to a higher or lower price range, the Monthly Fee will be adjusted accordingly from the Delivery Date of the new Eyeglasses or Sunglasses.

10.4 The Customer must return the replaceable Eyeglasses or Sunglasses to Instru. Alternatively, the Customer may redeem the replaceable Eyeglasses or Sunglasses in accordance with Section 15.

10.5 Utilization of the Repair Service requires that the damage to the Eyeglasses or Sunglasses is not due to the Customer's gross negligence or intent.

11 PAYMENT TERMS AND PAYMENT INFORMATION

11.1 The obligation to pay the Monthly Fee starts from the Delivery Date. If the Customer exercises the right to exchange Lenses in accordance with Section 7, the right to exchange Eyeglasses or Sunglasses in accordance with Section 8 or receives new Eyeglasses or Sunglasses as part of the Repair Service in accordance with Section 10, the Monthly Fee may be amended. The obligation to pay the amended Monthly Fee shall commence from the beginning of the calendar month following the Delivery Date of the new Eyeglasses and/or Sunglasses or Eyeglasses and/or Sunglasses with new Lenses. Until then, the Customer will be charged the previous Monthly Fee.

11.2 There is no additional charge for invoicing when the invoice is sent to the Customer electronically. If the Customer wants an invoice in paper form, the invoicing surcharge specified in the Agreement will be added to each invoice. More detailed payment terms appear on the Customer's invoice.

11.3 The Monthly Fee is paid in advance. The first invoice will charge the Monthly Fees for the period between the Delivery Date and the end of the following full calendar month.

11.4 Instru has the right to verify the Customer's credit information.

11.5 Instru or a third party that is a subcontractor of Instru will send customer communications regarding the Agreement, such as confirmations and service announcements, as well as information regarding changes to the General Terms and Conditions as agreed with the Customer by text message (SMS), e-mail and/or post. Instru, a third party acting as a subcontractor of Instru or a third party to whom Instru has assigned its payment receivables under the Agreement in accordance with Clause 17.4, also has the right to send, for example, payment reminders and collection messages by post, regardless of the communication channels accepted by the Customer.

11.6 The Customer is obliged to ensure that Instru always has the Customer's up-to-date home address in Finland and up-to-date other contact information regarding the communication channels that have been agreed with the Customer for use in the customer communication referred to in Clause 11.5.

12 TERM AND TERMINATION OF THE AGREEMENT

12.1 The Agreement is binding on the Customer from the moment of signing the Agreement. The Agreement is subject to a fixed-term Agreement Period, which lasts 24 months from the Delivery Date. The Agreement Period may be extended, or a new Agreement Period may be applied to the Agreement in accordance with Clause 8.3.

12.2 If the Agreement is a fixed-term agreement, the Customer may notify of its termination at any time during the Agreement Period (however, in accordance with Clause 12.7, no later than 35 days before the end of the Agreement Period). The Customer can give notice of termination by telephone, e-mail, post, or at selected Instru stores (see www.instru.fi/myymala?allinc=true). Instru confirms receipt of the notice of termination to the Customer by e-mail. After giving notice, the Agreement is valid until the end of the Agreement Period. However, if the Customer exchanges the Eyeglasses or Sunglasses in accordance with Section 8 after notifying the termination of the Agreement, this shall be deemed to be a renewal of the Agreement, and the Agreement Period shall be extended in accordance with Clause 8.3.

12.3 If the Customer wishes to terminate the Agreement valid for a fixed term immediately before the end of the Agreement Period, the Customer must return the Eyeglasses and/or Sunglasses and pay the remaining Monthly Fees for the period of the Agreement. If desired, the Customer can pay the remaining Monthly Payments in one lump sum. Alternatively, the Customer may redeem the Eyeglasses and/or Sunglasses for themselves in accordance with Section 15.

12.4 Both Instru and the Customer have the right to terminate the Agreement immediately if the Customer's vision has changed to such an extent that the Customer no longer needs Eyeglasses and/or Sunglasses or is no longer able to be offered suitable Eyeglasses and/or Sunglasses under the Agreement (unless the change in the Customer's vision is due to a non-essential medical procedure performed on the Customer, such as laser eye surgery). In addition, the Customer has the right to terminate the Agreement immediately if the Customer is prevented from fulfilling its obligations due to a social force majeure (e.g., illness, unemployment, or a similar circumstance beyond the Customer's influence). If the Agreement is terminated in accordance with Clause 12.4, the Customer is not obliged to pay the remaining Monthly Fees.

12.5 The Customer's obligation to return or the right to redeem the Eyeglasses and/or Sunglasses upon the termination of the Agreement pursuant to Clauses 12.2, 12.3, or 12.4 shall be further specified in accordance with Section 14.

12.6 The Customer is not entitled to enter into a new agreement for the Instrumentarium All-Inclusive service until three months have elapsed since the termination of the Agreement pursuant to Clauses 12.2, 12.3, or 12.4 took effect.

12.7 If the Customer does not terminate the Agreement no later than 35 days before the end of the Agreement Period, the Agreement shall continue until the end of the Agreement Period, and the Customer has the right to terminate the Agreement at the end of the current calendar month by notifying Instru no later than the last day of the calendar month.

12.8 After 48 months from the Delivery Date, Instru has the right to terminate the Agreement with three months' notice. In this case, the Customer has the right to keep the Eyeglasses and/or Sunglasses covered by the Agreement, which they have at the time of the termination of the Agreement, provided that the Customer has paid all Monthly Fees. After Instru has sent a notice of termination

to the Customer, the Customer is no longer entitled to change the Lenses in accordance with Section 7, change the Eyeglasses and/or Sunglasses in accordance with Section 8 or replace the Eyeglasses and/ or Sunglasses with new equivalent Eyeglasses and/or Sunglasses in accordance with Section 10.

13 LATE PAYMENTS AND TERMINATION DUE TO BREACH OF AGREEMENT

13.1 If the Customer does not pay the Monthly Fee, Instru is not obliged to provide services in accordance with the Agreement. In addition, Instru has the right to charge the Customer for notice fees, collection costs, and interest on arrears due to late payment.

13.2 Instru will send the Customer a payment reminder for overdue Monthly Fees. If the Monthly Fee has not been paid within 30 days from the date of the payment reminder, Instru has the right to terminate the Agreement immediately.

13.3 If the Customer otherwise materially violates these General Terms and Conditions, Instru has the right to terminate the Agreement immediately, unless the Customer has remedied the violation within 30 days of Instru notifying the Customer of the violation.

13.4 If Instru terminates the Agreement prematurely due to the Customer's breach of Agreement, Instru is entitled to receive from the Customer, in addition to any overdue and unpaid Monthly Fees, compensation for the remaining Monthly Fees that would otherwise have accrued during the Agreement Period.

13.5 If Instru materially violates these General Terms and Conditions, Customer has the right to terminate the Agreement immediately, unless Instru has remedied the violation within 30 days of Customer notifying Instru of the violation. In this case, the Customer is not obliged to pay the remaining Monthly Fees to Instru.

13.6 The Customer's obligation to return or the right to redeem the Eyeglasses and/or Sunglasses upon the termination of the Agreement pursuant to Clauses 13.2, 13.3, or 13.5 shall be further specified in accordance with Section 14.

13.7 The Customer is not entitled to enter into a new agreement for the Instrumentarium All-Inclusive service until three months have elapsed since the termination of the Agreement pursuant to Clauses 13.2, 13.3, or 13.5 took effect.

14 RETURN OF EYEGLASSES AND/OR SUNGLASSES AT THE TERMINATION OF THE AGREEMENT

14.1 Upon termination of the Agreement for any reason other than those set forth in Clause 12.8, Customer shall return the Eyeglasses and/or Sunglasses covered by the Agreement to Instru. Returns must be made to an Instru store within 30 days of the effective date of termination of the Agreement. If the Customer has lost the Eyeglasses and/or Sunglasses at the end of the Agreement or if the Customer does not return the Eyeglasses on time, the Customer will be charged the redemption price for the respective Eyeglasses and/or Sunglasses in accordance with Section 15.

14.2 As an alternative to returning the Eyeglasses and/or Sunglasses to Instru, the Customer has the right to redeem the Eyeglasses and/or Sunglasses for themselves in accordance with Section 15.

15 REDEMPTION OF EYEGLASSES AND/OR SUNGLASSES

15.1 Upon termination of the Agreement, the Customer has the right to redeem one or more pairs of Eyeglasses and/or Sunglasses. In

addition, the Customer has the right to redeem the Eyeglasses or Sunglasses that they are exchanging in accordance with Section 8.

15.2 The redemption price is determined by how long the Customer has had redeemable Eyeglasses or Sunglasses from their Delivery Date. If the Customer has had redeemable Eyeglasses or Sunglasses for less than three years, the redemption price is 30% of the annual price of the respective Eyeglasses or Sunglasses, i.e., the total amount of the 12-Month Monthly Fees. After three years, the redemption price will be 10% of the annual price of the respective Eyeglasses or Sunglasses.

15.3 Example: If the Customer wishes to redeem one of the Eyeglasses or Sunglasses covered by the Agreement, the Monthly Fee of which is 20 euros and which they have had for 18 months, the redemption price is calculated as follows:

Annual price:12 x 20 euros = 240 euros

30% of the annual price: 0.3 x 240 euros = 72 euros

The Customer must therefore pay 72 euros to redeem the Eyeglasses or Sunglasses for which they have paid a Monthly Fee of 20 euros under the Agreement for 18 months.

15.4 The Eyeglasses and/or Sunglasses will be redeemed on an “as is” basis and will no longer be subject to these General Terms and Conditions.

16 PROCESSING OF CUSTOMER'S PERSONAL DATA

16.1 Instru processes the Customer's personal data in connection with the conclusion and performance of the Agreement.

16.2 The Customer can read more about the processing of the Customer's personal data and the Customer's rights in connection with the Instru data protection policy. The privacy policy can be found on Instru's website https://www.instru.fi/privacy-notice, and the Customer can also request a copy from the Instru store.

17 AMENDMENT OF THE GENERAL TERMS AND CONDITIONS AND TRANSFER OF THE AGREEMENT

17.1 Instru reserves the right to change these General Terms and Conditions at any time. The changes will take effect within 30 days of the change. Changes will be notified to the Customer in advance and will be published on Instru's website www.instru.fi/all-inclusive. If the change is made during the Agreement Period, it will not take effect until the end of the current Agreement Period or when the Customer previously replaces the Eyeglasses or Sunglasses in accordance with Section 8. If the change is to the detriment of the Customer, the Customer has the right to terminate the Agreement, in which case the Agreement expires at the end of the current Agreement Period, unless the Customer subsequently renews the Agreement as stated in Clause 12.2. Notice of termination must be given to Instru within 30 days of the Customer being notified of the change.

17.2 Changes due to reasons beyond the control of Instru, such as changes in taxation or regulatory fees, or changes that are favorable to the Customer, will take effect during the Agreement Period. In this case, the Customer has no right to terminate the Agreement due to the change.

17.3 Instru has the right to transfer the Agreement, in whole or in part, to a third party if Instru has reasonable grounds to believe that such a third party will be able to meet Instru's obligations under the Agreement. Instru also has the right to transfer the Agreement, in whole or in part, to another company that acquires control of Instru or is part of the same group as Instru. Instru must notify Customer of such transfer of the Agreement.

17.4 Instru always has the right to transfer its payment claims under the Agreement to a third party. Instru must notify the Customer of such transfer.

17.5 The Customer may not assign this Agreement to any third party without Instru's written consent.

18 FORCE MAJEURE

18.1 The Parties shall not be liable to each other if they are prevented from fulfilling their obligations under the Agreement due to force majeure. The Parties are free from their liability until the force majeure is removed. The Party in the event of force majeure shall immediately inform the other Party thereof. In the event of force majeure lasting for more than two months, either Party shall have the right to terminate this Agreement with immediate effect.

18.2 The Customer's right to terminate the Agreement due to a social performance barrier is governed by Clause 12.4.

19 APPLICABLE LAW AND DISPUTE SETTLEMENT

19.1 This Agreement will be subject to Finnish law.

19.2 Any dispute between the parties arising from the Agreement will be resolved primarily between the Parties in an Instru store. The Customer can submit the dispute to the Consumer Disputes Board (https://www.kuluttajariita.fi/en/). The decision of the Consumer Disputes Board is a recommendation that is not binding on either party. Before taking the matter to the Consumer Disputes Board, the Customer must contact the Finnish Competition and Consumer Authority's consumer advice (https://www.kkv.fi/en/consumer-affairs/consumer-advisory-services/). Ultimately, the dispute is settled in the general court in whose jurisdiction the Customer is domiciled or habitually resident.

20 QUESTIONS

20.1 If you have any questions about the Agreement or these

20.2 General Terms and Conditions, you may contact an Instru store or Instru Customer Service. Customer service phone number:

0800123 422

Customer service email:

allinclusive@instru.fi

www.instru.fi/all-inclusive

SPECIAL TERMS: AI GLASSES

1 SCOPE OF APPLICATION

1.1 These Special Terms apply to the Agreement when the subject matter of the Agreement is AI Glasses. The General Terms and Conditions apply to AI Glasses to the extent not otherwise provided in these Special Terms. In the event of a conflict between the General Terms and Conditions and these Special Terms, these Special Terms shall take precedence with respect to AI Glasses.

1.2 The definitions used in these Special Terms shall have the meanings given to them in Section 2 of the General Terms and Conditions, unless otherwise defined below.

2 DEFINITIONS

2.1 "**Third-Party Services**" means software or cloud services provided by third parties that are required for the operation of AI Glasses and to which the terms and conditions of the respective third party apply.

2.2 "**Metadata**" means technical data related to the use of AI Glasses, such as log data, usage history, and location data.

2.3 "**Recordings**" means images, audio recordings, or videos taken with AI Glasses that have been stored in the cache memory of AI Glasses.

2.4 "**AI Features**" means artificial intelligence-based functions integrated into AI Glasses, such as a voice assistant, image recognition, or voice recognition, which are based on Third-Party Services.

2.5 "**AI Glasses**" means glasses consisting of Frames and Lenses into which electronics, such as a camera, microphone, and/or speakers, have been integrated. In addition to the General Terms and Conditions, these Special Terms: AI Glasses apply to AI Glasses.

3 PERMITTED USE AND RESTRICTIONS ON USE

3.1 The Customer may use AI Glasses for their own private use in accordance with Clause 5.1 of the General Terms and Conditions.

3.2 The Customer undertakes to use AI Glasses in accordance with the care and usage instructions provided. The Customer acknowledges that the care of AI Glasses differs from the care of conventional Eyeglasses, and that AI Glasses must not be exposed to moisture or water, as excessive moisture may damage the electronics integrated into AI Glasses. The Customer undertakes to use only the accessories included in the delivery, such as the charger, in connection with AI Glasses.

3.3 The Customer shall use AI Glasses in accordance with applicable legislation and good practice. This applies in particular to the taking of Recordings and the use of AI Features.

3.4 The Customer may not use the AI Features of AI Glasses or other Third-Party Services:

(i) for eavesdropping on, covertly observing, unlawfully monitoring, or otherwise tracking other persons, or for publishing such Recordings without the consent of the persons concerned; or

(ii) in premises where photography or recording is prohibited.

3.5 The Customer is liable for all damages, losses, and costs arising from the use of AI Glasses in breach of this Section 3 of these Special Terms or applicable legislation. Instru is not liable for claims by third parties arising from the Customer's use, unless otherwise required by mandatory legislation.

4 EXCHANGE OF AI GLASSES

4.1 Notwithstanding the right of exchange under Clause 8.1 of the General Terms and Conditions, the right of exchange for AI

Glasses is limited to Lenses and does not cover Frames. The right of exchange may be exercised within 30 days of the Delivery Date of AI Glasses and may only be exercised once.

4.2 In addition to the right of exchange for AI Glasses referred to in Clause 4.1 above, the Customer may exchange the AI Glasses covered by the Agreement at the earliest 24 months after the Delivery Date of the respective AI Glasses. The next exchange may be made no earlier than 24 months after the previous exchange of AI Glasses.

4.3 If the Customer exercises the right of exchange under Clause 4.2, the remaining Agreement Period shall be extended by 12 months for all Eyeglasses, AI Glasses, and/or Sunglasses covered by the Agreement. However, after the extension, the remaining Agreement Period may not exceed 24 months.

4.4 If the Agreement has become valid for an indefinite period in accordance with Clause 12.7 of the General Terms and Conditions prior to the exercise of the right of exchange under Section 4 of these Special Terms, a new 12-month fixed-term Agreement Period shall begin for all AI Glasses covered by the Agreement on the Delivery Date of the new AI Glasses.

4.5 The Customer must return to Instru the AI Glasses to be exchanged together with all accessories delivered with AI Glasses, such as the charging case for AI Glasses.

4.6 Prior to returning AI Glasses in connection with an exchange, the Customer must delete the Recordings from the device and log out of Third-Party Services. Instru will perform a factory reset of the device in connection with the exchange. Instru is not liable for any Recordings or other data remaining on the device if the Customer has not complied with the obligations set out above.

5 REPAIR SERVICE FOR AI GLASSES

5.1 The Repair Service under Section 10 of the General Terms and Conditions covers technical defects in the electronic components and software of AI Glasses, provided that such defects are not caused by the Customer's use or normal wear and tear. The repair fees for AI Glasses are governed by Clause 10.2 of the General Terms and Conditions, unless expressly agreed otherwise in the Agreement or its appendix.

5.2 Malfunctions of software or AI Features arising from Third-Party Services are not covered by the Repair Service. Instru is not liable for the availability or functionality of Third-Party Services.

5.3 Where, in connection with the Repair Service under Section 10 of the General Terms and Conditions, AI Glasses are replaced with new AI Glasses, the Customer must return to Instru the AI Glasses to be replaced together with all accessories delivered with AI Glasses, such as the charging case for AI Glasses.

5.4 The Repair Service is available only where the damage to AI Glasses is not attributable to the Customer's failure to follow the care and usage instructions, gross negligence, or wilful misconduct.

5.5 Prior to delivering AI Glasses to Instru for repair, the Customer must delete the Recordings from the device and log out of Third-Party Services. Instru will perform a factory reset of AI Glasses in connection with the repair or exchange. Instru is not liable for any Recordings or other data remaining on the device if the Customer has not complied with the obligations set out above.

6 RETURN OF AI GLASSES

6.1 Prior to returning AI Glasses to Instru, the Customer must delete the Recordings from the device and log out of Third-Party

Services. Instru will perform a factory reset of the device on termination of the Agreement.

6.2 If the Customer has lost AI Glasses or AI Glasses have been stolen, the Customer shall continue to pay the Monthly Fee for the duration of the Agreement. In addition, the Customer shall be charged the redemption price for the respective AI Glasses in accordance with Section 15 of the General Terms and Conditions on termination of the Agreement.

7 REDEMPTION OF AI GLASSES

7.1 AI Glasses are redeemed on an “as is” basis. Instru does not guarantee that Third-Party Services will be available after the redemption.

7.2 After redemption, the General Terms and Conditions and these Special Terms: AI Glasses shall no longer apply to AI Glasses.

8 THIRD-PARTY SERVICES AND CHANGES TO SERVICES

8.1 Third-Party Services are subject to the terms and conditions of the respective service and service provider. The Customer undertakes to use AI Glasses in accordance with the terms and conditions of Third-Party Services.

8.2 Instru does not guarantee that Third-Party Services will be continuously available or that their terms and conditions will remain unchanged. Instru is not liable for any deterioration in functionality caused by the actions of third parties.

8.3 If a change to Third-Party Services or AI Features is material to the Customer and the functionality of AI Glasses has been materially and permanently impaired, Instru shall replace AI Glasses with Eyeglasses or Sunglasses at the Customer's choice. The Monthly Fee shall be adjusted accordingly from the Delivery Date of the new Eyeglasses or Sunglasses.

8.4 The Customer agrees to the terms and conditions of Third-Party Services directly with the respective third party. Instru is not a party to the relationship between the Customer and the Third-Party Service Provider.

9 AI FEATURES

9.1 The AI Features included in AI Glasses are based on Third-Party Services. Instru is not liable for the accuracy, completeness, or fitness for purpose of the results produced by AI Features. The Customer uses AI Features at their own risk.

9.2 Instru is not liable for the loss of data stored by the Customer on the device.

10 DATA PROTECTION AND PRIVACY

10.1 The AI Features and other Third-Party Services included in AI Glasses may involve the processing of personal data, including Metadata.

10.2 Instru is not liable for the data protection practices of Third-Party Services or their processing of personal data. Third-Party Services process personal data in accordance with their own terms and conditions and data protection practices.

10.3 The Customer must delete Recordings from AI Glasses and log out of Third-Party Services before exercising the right of return or exchange or using the Repair Service in accordance with the General Terms and Conditions.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Recordings taken by the Customer using AI Glasses belong to the Customer or the Third-Party Service Provider. Instru has no right to use the Customer's Recordings.

11.2 The ownership of, and right to use, results produced by AI Features are governed by the

terms and conditions of the relevant Third-Party Services. The Customer shall review and comply with the applicable terms and conditions.

11.3 The Customer is granted a limited, non-transferable, and non-exclusive right to use the software of AI Glasses for the duration of the Agreement. All other rights in and to the software are retained by the relevant third party.