

Perplexity Enterprise Terms and Conditions

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Last Updated: August 3, 2026

Thank you for choosing to use Perplexity’s enterprise services (the “Services”). Please carefully read these Terms and Conditions (“Agreement”), which form a binding contract between the organization on whose behalf you are accessing or using the Services (“Customer”) and Perplexity AI, Inc. (“Perplexity”), before using the Services. **By accessing or using the Services you agree, on behalf of Customer, that Customer is bound by this Agreement.**

These Terms and Conditions apply to the following Perplexity enterprise products and services (collectively, the "Enterprise Services") described at:

perplexity.ai/enterprise

. These terms apply to all Perplexity Enterprise products and services, except where a specific product or service is governed by its own separate terms, including without limitation the

Enterprise Comet-Specific Terms

and

Enterprise Agentic-Specific Terms

; in that case, those product- or service-specific terms will control with respect to that product or service.

Perplexity reserves the right to add, remove, or modify the Enterprise Services to which these Terms apply at any time in its sole discretion. Perplexity may notify Customer of any such changes by updating this Section or through other written notice (including via email or in-product notifications). Customer's continued use of any Enterprise Service following such changes constitutes acceptance of the updated list of applicable services. For clarity, product-specific terms may apply to certain Enterprise Services, and in the event of any conflict between product-specific terms and this Agreement, the product-specific terms shall control with respect to the applicable service.

If you have any questions about this Agreement, please contact Perplexity at

enterprise@perplexity.ai

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1. USE OF PLATFORM.

1.1 Right to Use. Subject to the terms and conditions of this Agreement and Customer's compliance herewith, Customer may, on a non-exclusive, non-sublicensable and non-transferable basis during the term of this Agreement, use the Services for Customer's business purposes.

1.2 Authorized Users. Perplexity shall enable Customer to create a number of individual accounts for its personnel to use the Services equal to the minimum number of seats set forth in the relevant ordering documentation or at

perplexity.ai/account/org/details

(such users, Customer's "Authorized Users"). Customer shall ensure its Authorized Users (i) are informed and understand that their use of Services, including their Inputs and Outputs (as defined in Section 1.3), may be subject to review by Customer and (ii) comply with all obligations and restrictions applicable to Customer set forth in this Agreement, and any violation of any obligations or restrictions by any Authorized User shall be treated as a violation by Customer hereunder. Authorized Users may not make their individual accounts

accessible to other Customer personnel or to third parties, and Customer shall promptly notify Perplexity if Customer becomes aware of any unauthorized access to, or use of, an Authorized User's account. All access to, and use of, the Services via an Authorized User's account shall be treated as access and use by such Authorized User. References to "Customer" herein shall be deemed to include Customer and Customer's Authorized Users, where applicable.

1.3 Customer Content. The Services permit Customer to input, upload and submit information, documents, attachments and other materials ("Input") into the Services, and the Services shall generate responses based on such Input ("Output"). Input and Output are, collectively, "Customer Content". For the avoidance of doubt, Input includes all code, video, images, information, data, text, software, messages or other materials that Customer inputs, uploads or makes accessible to the Services; provided that data and other material from Third-Party Data Providers (as defined in Section 1.5) that is not Customer's proprietary data or material is not Input.

1.3.1 Ownership. As between Perplexity and Customer, and to the extent permitted by applicable law, Customer (i) retains all ownership rights in Input and (ii) owns all Output. Perplexity asserts no ownership rights in any Output and, to the extent it obtains any such rights by operation of law or otherwise, hereby assigns such rights to Customer.

1.3.2 Similarity of Output. Customer acknowledges that due to the nature of generative artificial intelligence tools and the nature of the

Services (which may utilize and provide information from the internet), Customer's Output may not be unique. In particular, Customer's Output may be the same as, or similar to, content from the internet; and other users of the Services may receive Output that is similar to, or the same as, Customer's Output. Accordingly, Customer hereby waives, and releases Perplexity and its users from, any claim that another user's output is not unique.

1.3.3 Model Training. Perplexity shall not use (or authorize third parties to use) Customer Content to train, retrain, fine-tune or otherwise improve any generative artificial intelligence models.

1.3.4 License to Perplexity. Customer hereby grants Perplexity the right and license to use any Customer Content as necessary to exercise its rights and perform its obligations hereunder and to comply with applicable law.

1.4 Acceptable Use Policy. Customer has no right or license to, and shall not (nor permit others to), use the Services in a manner that violates Perplexity's Acceptable Use Policy ("AUP"), available at

<https://www.perplexity.ai/hub/legal/aup>

(which is hereby incorporated into this Agreement by reference). Perplexity may update the AUP from time to time, and such update shall become effective on the later of: (i) the effective date specified in Perplexity's website; and (ii) the date Customer first accesses or uses the Services after such specified effective date; provided that

Perplexity shall use commercially reasonable efforts to provide Customer with advanced written notice of any update that materially adversely affects Customer's rights or obligations. For clarity, updates to the Third-Party Models & Terms List (as defined in Section 1.6) do not constitute updates to the AUP. Customer shall cooperate with requests for information from Perplexity to support compliance with its AUP, including to verify Customer's identity and use of the Services.

1.5 Third-Party Data Providers. The Services may allow Customer to access data and other material provided by third-party data providers ("Third-Party Data Providers") by the Customer connecting Authorized Users' Perplexity accounts with Third-Party Data Provider accounts. Customer acknowledges and agrees that (i) Third-Party Data Providers may communicate additional terms and conditions to Customer in connection with their provision of, and Customer's use of, the data and material they provide through the Services, and (ii) Customer shall comply with such terms and conditions.

1.6 Third-Party Models. The Services may utilize large language models and other models ("Third-Party Models") developed and/or provided in whole or in part by third parties ("Third-Party Providers"). In addition to these Terms and Conditions, Third-Party Models are subject to the terms and policies ("Third-Party Terms"), available at

<https://www.perplexity.ai/hub/legal/third-party-models>

("Third-Party Models & Terms List"). Customer agrees to comply with Third-Party Terms, to the extent applicable to Customer's use of the

Service. Customer acknowledges that Perplexity does not control the Third-Party Providers or their Third-Party Terms, and Customer therefore agrees that, notwithstanding anything in this Agreement to the contrary; (a) Perplexity may update the Third-Party Models & Terms List as necessary to accurately reflect all relevant Third-Party Terms (including if Perplexity adds new Third-Party Models to the Services subject to new Third-Party Terms); (b) any such updates, and any updates to the Third-Party Terms themselves, shall be effective on the date Customer is notified (or otherwise becomes aware) of the update; and (c) if Customer disagrees with any Third-Party Terms, Customer's sole recourse is to (and Customer must) cease all use of the relevant Third-Party Model via the Services. Perplexity is not liable for the acts, omissions, performance, availability, or changes in terms of Third-Party Providers or Third-Party Data Providers, each of which is an independent third party and not an agent, partner, or subcontractor of Perplexity for purposes of this Agreement.

2. INTELLECTUAL PROPERTY.

2.1 Perplexity IP. As between the parties, Perplexity or its licensors retain all right title and interest, including all intellectual property rights, in and to the Services and any and all improvements, modifications or enhancements thereto, as well as all related software programs, data, documentation, specifications, descriptions, algorithms, models, methods, processes, techniques and know-how (the "Perplexity IP").

2.2 Feedback. Perplexity shall be free to use, implement and exploit in any manner, and Customer hereby assigns to Perplexity, all rights in and to any and all ideas, suggestions, recommendations and/or feedback from Customer (e.g., Authorized User clicks on the “helpful” and “not helpful” icons) relating to the Perplexity IP without remuneration to Customer.

2.3 Usage Data. “Usage Data” means data and information collected, generated, or derived from Customer’s use of the Services, including but not limited to metadata, analytics, performance metrics, and other operational data that does not include Customer Content or personal information or is anonymized and/or aggregated so that it does not identify Customer or any individual user. Without limitation of its privacy, security, and confidentiality commitments herein, Perplexity may collect, analyze, and utilize Usage Data generated in connection with Customer’s use of the Services. As between Customer and Perplexity, Perplexity retains all right, title, and interest in and to such Usage Data. Perplexity may use Usage Data for any lawful purpose (e.g., to assess the relative popularity of the Services’ features or to improve categorization algorithms) without remuneration to Customer.

FEES.

3.1 Fees. Customer shall pay Perplexity fees (the “Fees”) in U.S. Dollars in the amounts and in accordance with the payment details set forth in the ordering documentation and at

perplexity.ai/account/org/details

. Some features of the Services may be subject to usage-based billing; any such usage-based fees, including applicable rates, metrics, and thresholds, will be expressly denoted in the applicable Order Form. Without limitation of its payment obligations, Customer hereby authorizes Perplexity to automatically charge Fees using the payment information provided to Perplexity. Any payments due to Perplexity under this Agreement not received by the date due shall be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. All payments are nonrefundable except where otherwise expressly stated herein.

3.2 Taxes. Customer is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the Fees payable by Customer under this Agreement, other than taxes based on Perplexity's income.

3.3 Fee Changes. Perplexity may change the Fees payable hereunder pursuant to written notice provided to Customer, provided that any such change shall only take effect upon the commencement of the next billing period. For purposes of this Agreement, "Billing Period" means the recurring billing cycle (monthly or annual, as applicable) set forth in the Ordering Documentation. Increases in Authorized User seat count during a Billing Period will be prorated based on the remainder of the then-current Billing Period and are effective immediately upon Customer's request or provisioning;

decreases in Authorized User seat count will take effect at the start of the next renewal term and will not entitle Customer to any refund or credit for the then-current Billing Period.

CONFIDENTIALITY

4.1 Confidential Information. Each party (the “Receiving Party”) shall keep confidential and not disclose to any third party all information and materials provided or made available by the other party (the “Disclosing Party”) which are marked as confidential or which the Receiving Party should reasonably understand to be confidential or proprietary to the Disclosing Party due to its content and/or the circumstances surrounding its disclosure (“Confidential Information”). Without limitation, the terms and conditions of this Agreement and any information regarding potential or actual modifications or updates to the Services (including features, functionality and performance thereof) constitute Confidential Information of Perplexity, and Customer Content constitutes Confidential Information of Customer. “Confidential Information” shall not include any personal information provided by Customer (the privacy and security of which is governed by the DPA).

4.2 Protection of Confidential Information. The Receiving Party agrees: (i) to protect the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care that it utilizes with respect to its own similar confidential information but in no event less than a reasonable level of care; (ii) not to disclose or

otherwise permit any other person or entity access to, in any manner, the Confidential Information, or any part thereof in any form whatsoever, except that such disclosure or access shall be permitted to employees of the Receiving Party (and, where the Receiving Party is Perplexity, subcontractors and service providers as necessary for the provision of the Services) bound by confidentiality requirements obligating them to maintain the confidentiality of the confidential information of third parties in the Receiving Party's possession with obligations of confidentiality at least as restrictive as those in this Agreement; (iii) to notify the Disclosing Party promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of the Confidential Information or any part thereof at any location or by any person or entity other than those authorized by this Agreement; and (iv) not to use the Confidential Information for any purpose other than as explicitly set forth herein.

4.3 Exceptions. Confidential Information shall not include information that: (a) was rightfully possessed by the Receiving Party without restrictions before it was received from the Disclosing Party, as supported by documentary evidence; (b) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's information or data, as supported by documentary evidence; (c) is subsequently furnished to the Receiving Party by a third party not under any obligation of confidentiality with respect to such information or data, and without restrictions on use or disclosure; or (d) is or becomes available to the general public otherwise than through any act or default of the Receiving Party. In addition, the

Receiving Party shall not be in breach of this Section 4 for any disclosure of Confidential Information required by law or legal process, provided that in the event of such requirement the Receiving Party shall (other than to the extent prohibited by law) provide prior written notice to the Disclosing Party and reasonably cooperate, at the Disclosing Party's expense, with any efforts by the Disclosing Party to contest or limit such disclosure requirement (e.g., a protective order).

PRIVACY AND SECURITY.

5.1 Personal Data. This Agreement incorporates by reference Perplexity's Data Processing Addendum ("DPA"), available at

<https://www.perplexity.ai/hub/legal/dpa>

. Perplexity may update the DPA from time to time to comply with applicable law, with such updates being effective on the date Customer is notified (or otherwise becomes aware of) the update. The DPA governs Perplexity's processing of personal data as a processor on Customer's behalf in connection with the provision of the Services. To the extent Perplexity processes any personal data as an independent controller for its own purposes (including for the Marketing Services described below), such processing is not governed by the DPA and is instead governed by the separate terms referenced in the "Marketing Services" provision of this Section 5.

5.2 HIPAA. Customer may not use the Services to create, receive, maintain, transmit, or otherwise process any information that includes or constitutes “Protected Health Information”, as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103), unless Customer and Perplexity have executed a Business Associate Agreement.

5.3 Security. Perplexity has implemented safeguards to maintain the security of the Services. For information about Perplexity’s security practices, please visit

trust.perplexity.ai

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5.4 Marketing Services. Perplexity may share information Customer provides with third-party marketing partners to (i) deliver advertisements for Perplexity’s products and services, (ii) suppress Customer from campaigns for products or services Customer already uses, (iii) measure and improve campaign performance, and (iv) reach audiences similar to Perplexity’s customers (collectively, the “Marketing Services”). Marketing partners may use this information solely to provide the Marketing Services to Perplexity. Perplexity does not share Customer Content. For personal data processed for the Marketing Services, Perplexity acts as an independent controller, and the DPA does not apply. Such information (“Perplexity Controlled Information”) will be used and transferred only as necessary for the Marketing Services, and Perplexity will comply with applicable data privacy laws. To the extent required by such laws, Perplexity is

responsible for providing privacy notices to, and obtaining any required consents from, the Customer personnel whose information it receives. Customer may ensure Perplexity's use of Perplexity Controlled Information complies with applicable data privacy laws and may stop and require remediation of any unauthorized use. Perplexity will notify Customer if it can no longer meet these obligations. For clarity, the DPA continues to govern all other processing of Personal Data arising from the Services.

REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants to the other party that: (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized; (ii) it has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; (iii) it has taken all requisite action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iv) the execution and delivery of this Agreement and the performance of such party's obligations hereunder do not conflict with, or constitute a default under, any contractual obligation of such party.

DISCLAIMERS; LIMITATION OF LIABILITY.

7. 1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, (I) THE SERVICES ARE PROVIDED “AS IS”, (II) PERPLEXITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT THERETO OR THE SUBJECT MATTER OF THIS AGREEMENT, AND (III) PERPLEXITY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PERPLEXITY MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES SHALL BE ERROR-FREE OR SECURE, THAT DEFECTS SHALL BE CORRECTED OR THAT ACCESS TO THE SERVICES SHALL BE UNINTERRUPTED.

7.2 DUE TO THE INHERENT LIMITATIONS OF GENERATIVE ARTIFICIAL INTELLIGENCE TECHNOLOGY AND THE SERVICES’ USE OF PUBLIC INFORMATION FROM THE INTERNET, THE SERVICES MAY GENERATE OUTPUT CONTAINING INCORRECT, BIASED OR OTHERWISE PROBLEMATIC INFORMATION. CUSTOMER IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF OUTPUTS, INCLUDING BY REVIEWING SOURCES CITED IN OR IN CONNECTION WITH OUTPUTS, AND SHOULD NOT RELY ON THE SERVICES OR ANY OUTPUT FOR ADVICE OF ANY KIND, INCLUDING MEDICAL, LEGAL, INVESTMENT, FINANCIAL OR OTHER PROFESSIONAL ADVICE. ANY OUTPUT IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL.

ADDITIONALLY, CUSTOMER ACKNOWLEDGES THAT THE LEGAL STATUS OF GENERATIVE ARTIFICIAL INTELLIGENCE OUTPUT IS UNCERTAIN AND THAT OUTPUTS MAY NOT BE SUBJECT TO PROTECTION UNDER INTELLECTUAL PROPERTY LAW, AND PERPLEXITY MAKES NO WARRANTIES WITH RESPECT THERETO.

7.3. EXCEPT IN CASE OF WILLFUL MISCONDUCT, BREACHES OF SECTION 1.4, 1.5 OR 1.6, OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR BUSINESS, REGARDLESS OF THE FORESEEABILITY OR ANY NOTICE OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY; AND (II) THE TOTAL AGGREGATE LIABILITY OF PERPLEXITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO PERPLEXITY UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE FIRST DATE OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE LIABILITY, REGARDLESS OF THE THEORY OF LIABILITY.

INDEMNIFICATION.

8.1 By Customer. Customer agrees to indemnify, defend and hold harmless Perplexity, its affiliates and licensors, and its and their directors, officers, employees, or agents, successors and assigns, from and against any liabilities, damages, interest, losses, costs, expenses (including reasonable attorneys' fees) to the extent arising out of a third-party claim related to (i) Customer's use of the Services in violation of this Agreement; (ii) Customer Content; and/or (iii) Customer's gross negligence or willful misconduct.

8.2 By Perplexity. Perplexity agrees to indemnify, defend and hold harmless Customer, its affiliates and licensors, and its and their directors, officers, employees, or agents, successors and assigns, from and against any liabilities, damages, interest, losses, costs, expenses (including reasonable attorneys' fees) to the extent arising out of a third-party claim alleging that the (i) Services or (ii) Outputs provided to Customer infringe any third-party intellectual property right. This excludes claims to the extent arising from: (a) combination of any Services or Outputs with products, services, content, data or software not provided by Perplexity, or customization or modification thereof by any party other than Perplexity; (b) Customer having insufficient rights in the relevant Input; (c) Customer's specific use of the Output (where the Output as provided by Perplexity is not itself infringing); (d) data or other material provided by a Third-Party Data Provider whose accounts the Customer has chosen to connect to; or (e) Customer's gross negligence, willful misconduct, or breach of this Agreement. The exclusions in this Section 8.2 additionally cover claims arising from: (f) Customer's continued use of the Services or

Outputs after Perplexity has notified Customer of a potential or actual infringement claim or has provided a non-infringing alternative; (g) use of the Services or Outputs not in accordance with the Services' documentation or applicable use guidelines; and (h) use of the Services on a Free Trial or other no-fee basis. If Perplexity reasonably believes that all or any portion of the Services is likely to become the subject of any infringement claim, Perplexity may (x) procure, at its expense, the right for Customer to continue using the Services in accordance with this Agreement, (y) replace or modify the allegedly infringing Service so it is non-infringing, or (z), if (x) and (y) are not commercially practicable, terminate this Agreement upon written notice and refund any prepaid amounts for unused Services. Customer shall promptly comply with all reasonable instructions Perplexity provides with respect to (x) and (y) above.

8.3 Indemnification Procedure. A party seeking indemnification under this Section 8 shall (i) provide the indemnifying party with prompt written notice upon becoming aware of any relevant claim, (ii) reasonably cooperate in the defense of or investigation of the claim (including preserving and sharing the applicable Customer Content), and (iii) allow the indemnifying party sole control of defense and settlement of the claim, provided that the party seeking indemnification is entitled to participate in its own defense at its sole expense. The indemnifying party shall not enter into any settlement or compromise of any claim without prior written consent of the other party, which shall not be unreasonably withheld, except that the indemnifying party may without consent enter into any settlement of a claim that resolves

the claim without liability to the other party, impairment to any of the other party's rights, or requiring the other party to make any admission of liability. The remedies in this Section 8 are Customer's sole and exclusive remedies for the third-party claims described at Section 8.2(i) and (ii).

TERM; TERMINATION

9.1 Term. This Agreement shall commence on the date that Customer first accepts this Agreement (e.g., by accessing or using the Services, clicking "accept" when creating an account or by other means) and shall continue until terminated.

9.2 Suspension Rights. Without limitation of its termination rights, Perplexity may suspend any or all Authorized User accounts (i) if necessary to comply with applicable law, (ii) in order to avert or mitigate an attack on the Services, (iii) if Customer fails to pay Fees when due, or (iv) if Customer breaches this Agreement; provided that if Perplexity intends to enact a suspension for reasons other than nonpayment, Perplexity shall use commercially reasonable efforts to notify Customer of any impending suspension.

9.3 Termination Rights. This Agreement may be terminated (i) at any time by either party, effective immediately upon written notice, if the other party breaches any of its material obligations under this Agreement and the breach, if curable, is not cured within thirty (30) days from written notice from the other party; or (ii) by Perplexity (a)

upon thirty (30) days' prior written notice (provided that such termination shall not take effect until any period for which Customer has prepaid has expired) or (b) immediately upon written notice if Perplexity reasonably believes or determines that its provision of the Services to Customer is prohibited by applicable law. In addition, if Customer deletes Customer's account with Perplexity and ceases all access to, and use of, the Services, this Agreement shall be deemed terminated.

9.4 Beta Services. Perplexity may offer certain features within the Services (e.g., new functionalities within Enterprise Pro), or other services, on an alpha, preview, early access, or beta basis ("Beta Services"). Beta Services are offered "as-is" to allow testing and evaluation and Section 8.2 does not apply to them. Perplexity may terminate or suspend Customer's receipt of or access to the Beta Services at any time for any reason. Except to the extent prohibited by applicable law, Perplexity expressly disclaims all warranties for Beta Services, including those expressly set forth elsewhere in this Agreement.

9.5 Free Trials. If Customer is receiving, or is given access to, Services pursuant to a free trial, notwithstanding anything to the contrary in this Agreement, during the term of such free trial Perplexity may terminate or suspend this Agreement and/or Customer's access to the Services at any time for any reason and Perplexity's obligations in Section 8.2 shall not apply to Customer. Upon conclusion of any free trial, Perplexity's standard pricing will automatically take effect.

9.6 Effect of Expiration or Termination. Upon the termination of this Agreement, each party shall destroy or return to the other party all Confidential Information of the other party and all copies thereof, except copies in the Receiving Party's automated back-up systems, which shall remain subject to Section 4 while maintained and which shall be deleted in accordance with the Receiving Party's standard deletion procedures. Termination of this Agreement shall be without prejudice to any rights which shall have accrued to the benefit of a party prior to such expiration or termination. Sections 1.3.1, 1.3.2, 1.3.3, 1.5, 1.6, 2.1, 2.2, 2.3, 3, 4, 5, 7, 8, 9.5, 10 and 11 survive any expiration or termination of this Agreement.

10. PRODUCT-SPECIFIC TERMS.

Certain features, products, or services made available under the Enterprise Services may be subject to additional, product-specific terms ("Product-Specific Additional Terms"). Such Product-Specific Additional Terms are incorporated by reference into this Agreement and govern Customer's use of the applicable feature, product, or service. In the event of any direct conflict or inconsistency between the terms of this Agreement (including Section 10) and any Product-Specific Additional Terms, the Product-Specific Additional Terms shall control solely with respect to the applicable feature, product, or service to the extent of such conflict.

11. MISCELLANEOUS

11.1 Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of California. The parties shall try in good faith to resolve any dispute or claim related to or arising out of this Agreement, or the interpretation, making, performance, breach or termination thereof, amicably by themselves. If the dispute or claim cannot be resolved by the parties themselves, then it shall be adjudicated exclusively by the state and federal courts located in San Francisco County, California. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for temporary or permanent injunctive relief without breach of this Section 11.1.

11.2 Severability. In the event any one or more of the provisions of this Agreement are unenforceable, it shall be stricken from this Agreement but the remainder of this Agreement shall be unimpaired.

11.3 Waiver. No waiver of any term of this Agreement shall bind the party making such waiver unless in writing and signed by the party making such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose given. No waiver by a party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

11.4 Assignment. Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of Perplexity. Perplexity may assign this Agreement upon written notice

to Customer. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

11.5 Independent Contractors. The relationship of the parties hereto is that of independent contractors. The parties hereto are not deemed to be agents, partners or joint venturers of the others for any purpose as a result of this Agreement or the transactions contemplated thereby.

11.6 Notices. All requests and notices required or permitted to be given to the parties hereto shall be given in writing and shall be delivered to Perplexity at

legal-notices@perplexity.ai

and to Customer using the contact information Customer provided to Perplexity when Customer signed up for the Services, or, in each case, to such other addresses as may be designated in writing by the parties from time to time.

11.7 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

11.8 Equitable Relief. Customer acknowledges and agrees that unauthorized use or abuse of the Services or infringement, misappropriation or misuse of Perplexity IP may cause Perplexity irreparable damage and that money damages would not be a sufficient remedy for any breach or threatened breach of such Sections, and Customer accordingly agrees that under such circumstances Perplexity would be entitled to (i) specific performance and injunctive or other equitable relief in addition to any other rights and remedies available in law and (ii) recover its reasonable attorneys' fees and expenses incurred in conjunction with such proceedings.

11.9 Export Laws. Customer agrees that it shall not export or re-export, directly or indirectly, the Services and/or other information or materials provided by Perplexity hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (i) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (ii) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, Customer represents and warrants that it is not located in any such country or on any such list. Customer is responsible for and hereby agrees to

comply at its sole expense with all applicable United States export laws and regulations.

11.10 Publicity. Perplexity may (i) reproduce and display Customer's name, trademarks and logos on its websites and other marketing materials for the purpose of identifying Customer as a customer of the Services, and (ii) use and publish Customer's testimonials and feedback regarding the Services in publications, presentations and marketing materials. Customer may opt out of such usage by emailing

legal-notices@perplexity.ai

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11.11 Headings. The captions to the several sections in this Agreement are included for convenience of reference only and shall not affect its meaning or interpretation.

11.12 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. In entering into this Agreement, neither party is relying on any statements, representations or warranties not contained herein. Perplexity may update this Agreement from time to time, with such updates becoming effective upon notice to the Customer (or when the Customer otherwise becomes aware of the update). Perplexity will use commercially reasonable efforts to provide the Customer with prior written notice of any update that materially and adversely affects the Customer's rights or obligations. By continuing to

access or use the Services after receiving notice of an update to this Agreement (or otherwise becoming aware of the update), Customer agrees to be bound by the revised Agreement.

LINK:

https://www.perplexity.ai/hub/legal/enterprise-terms-of-service?pplx_account=fad46c6f-4bc0-44e2-bfbc-6e7c61457569