

GEO Service Agreement

How to use this template

- **Fill in the Blanks:** Replace all text inside brackets [] with your specific information and local jurisdiction details.
- **Review Closely:** Review every section carefully and adjust the language to match your specific workflows and local laws.
- **Remove Non-Applicable Elements:** Delete any placeholder bullet points or sections that do not apply to your specific engagement.
- **Seek Legal Counsel:** Do not use this template without qualified legal review, as it involves binding recurring financial obligations.
- **Finalize and Execute:** Once finalized, provide the completed contract to your client for review, approval, and signature.

Generative Engine Optimization (GEO) Agreement

This Agreement is entered into on **[Effective Date]**, between:

Service Provider:

- **Legal Name:** [Service Provider Legal Name]
- **Address:** [Service Provider Address]
- **Email:** [Service Provider Email]
- **Phone:** [Service Provider Phone]

Client:

- **Legal Name:** [Client Legal Name]
- **Address:** [Client Address]
- **Email:** [Client Email]
- **Phone:** [Client Phone]
- **Authorized Signatory:** [Name, Title]

For the purposes of this Agreement, [Service Provider Legal Name] will be referred to as the "**Service Provider**," and [Client Legal Name] will be referred to as the "**Client**."

Disclaimer: Client acknowledges that Generative Engine Optimization (GEO) relies entirely on third-party artificial intelligence models, Large Language Models (LLMs), AI search engines, and citation algorithms. These platforms change their indexing, retrieval, and synthesis practices frequently and without warning. The Service Provider does not guarantee specific AI engine citations, inclusion in AI overviews, brand mentions, or specific traffic

levels. Any changes in visibility resulting from core LLM updates or engine policy changes shall not be considered a breach of this Agreement.

1. Scope of Work and Deliverables

The Service Provider will provide **Generative Engine Optimization (GEO) services exclusively**. The scope is strictly limited to restructuring, configuring, and optimizing digital assets to improve visibility within AI-driven search experiences, Retrieval-Augmented Generation (RAG) engines, and LLM chat interfaces.

Inclusions (Services Provided):

- Generative Engine Optimization (GEO) for up to [X] core brand pages or informational assets per month.
- Structuring data and embedding clear, machine-readable entity definitions to match LLM retrieval patterns.
- Optimizing content authority signals, citation structures, and factual reference anchors.
- Implementation of intent-based conversational QA formats tailored for natural language processing systems.

Exclusions (Services Explicitly NOT Provided):

- Traditional Search Engine Optimization (SEO) backlink building campaigns, technical website server overhauls, or standard meta tag tuning.
- Content distribution, digital PR campaigns, external media placement, or off-site entity network building.
- Full website design, frontend development, database administration, or CMS plugin troubleshooting.

2. Project Timeline and Milestones

This timeline represents the ongoing production schedule for the GEO optimization assets on a recurring monthly cycle.

- **Week 1:** Analysis of current AI engine brand sentiment/citations, discovery audit, and GEO roadmap planning for the current billing cycle.
- **Weeks 2–3:** Content structuring, entity mapping, and initial GEO optimizations for Batch 1 of targeted web assets.
- **Weeks 4–5:** Asset optimization, reference mapping, and calibration for Batch 2 of targeted web assets.
- **Week 6 / End of Month:** Quality assurance verification, deliverable handover, and preparation of the subsequent month's tactical strategy.

Client Responsibilities: The Client must provide all original source content, documentation, brand guidelines, and necessary access credentials within three business days of a milestone request. Delays in providing Client materials will shift subsequent delivery dates.

3. Payment Terms and Schedule

- **Monthly Fee:** 30,000 [Currency, e.g., USD / INR] per month.

Payment Schedule:

- **Initial Retainer:** The first monthly payment of 30,000 is due immediately upon the signing of this contract. No work will commence, and no strategic resources will be allocated until this initial payment is cleared in full.
- **Recurring Billing:** Subsequent payments of 30,000 are due at the beginning of every consecutive month of service.

Terms of Payment:

- **Payment Terms:** Advance payment. Invoices for upcoming cycles will be generated [Number, e.g., 5] days prior to the start of the next billing month.
- **Late Fees:** [Agreed upon fees, e.g., 1.5% per month] applied to balances unpaid past the first day of the new billing cycle.
- **Accepted Payment Methods:** [Your accepted payment methods, e.g., Bank Transfer, Credit Card, ACH Automatically Recurring Billing].

4. Termination and Cancellation

- **Client Right to Cancel:** The Client has the explicit right to cancel this agreement at any time and for any reason.
- **Cancellation Policy:** To exercise this right, the Client must provide written notice of cancellation. Because services are billed and paid in advance at the beginning of each month, a cancellation will halt all future recurring billing. The Client will not be billed for subsequent months.
- **Refund Policy:** No partial or prorated refunds will be issued for the current billing month if cancellation occurs mid-cycle. The Service Provider will complete the work allocated for the remainder of the paid month, after which all services will cease.
- **Immediate Termination by Provider:** The Service Provider may terminate the agreement immediately without penalty if the Client fails to clear the monthly invoice at the beginning of the cycle, provides copyright-infringing source texts, or requests optimizations that violate safety and ethics guidelines of major AI models.

5. Confidentiality

- **Scope of Protection:** Both parties agree to keep confidential any proprietary business information, core trade secrets, internal dataset documentation, source text, and financial information shared during this project. This obligation continues for [Number of] years after project completion.
- **Exclusions:** Information that does not require confidentiality includes details that become public knowledge through no fault of either party, information either party safely knew before signing this contract, or anything legally required to be disclosed by law enforcement or a court order.
- **Remedies:** A proven breach of confidentiality may result in immediate legal action and financial damages as permitted by applicable law.

6. Intellectual Property

- **Transfer of Rights:** Upon receiving full payment for the applicable period, the Service Provider assigns all ownership rights for the final, Client-specific deliverables created during that month to [Client]. The Service Provider retains the right to list the Client's brand name in public marketing portfolios unless otherwise restricted in writing.
- **Pre-existing Materials:** The Service Provider retains ownership of all pre-existing materials, RAG alignment frameworks, proprietary templates, internal semantic workflows, and methodologies used to perform the services. The [Client] receives a non-exclusive license to use these elements as part of their website architecture.
- **Termination Defaults:** If the contract cancels, the Service Provider retains all intellectual property rights to any content or structures that have not been covered by a completed monthly payment cycle.

7. Liability and Indemnification

- **Liability Cap:** The Service Provider's total liability is strictly capped at the amount paid by the Client during the single month in which the dispute arose, except where such limitations are not permitted under applicable law. This cap covers all claims, damages, and losses related to this agreement. This limitation does not apply to damages caused by proven willful misconduct or gross negligence.
- **Client Indemnification:** [Client] covers legal problems arising from their actions or materials. Examples include copyrighted source code they provide, false product claims they instruct the Service Provider to optimize for AI models, or violations of their other third-party agreements.
- **Service Provider Indemnification:** The Service Provider covers problems that stem directly from proven intentional mistakes or plagiarism in their original work. This splits responsibility based on who caused the underlying issue.
- **Warranty Disclaimer:** The Service Provider provides this optimization work "as is" and makes no structural warranties about how specific LLMs (such as

ChatGPT, Claude, Gemini, or Perplexity) will parse, rewrite, summarize, or attribute the Client's business info over time.

8. Change Orders

- **Written Adjustments:** Any changes to the agreed scope of monthly GEO deliverables outlined in Section 1 require a written change order signed by both parties before the altered work begins.
- **Pricing & Timing:** Out-of-scope requests will be priced at an additional rate of [Agreed upon price] for additional [Type of, e.g., technical integration] work. Timeline extensions for the current billing cycle will be calculated and provided dynamically with each change order proposal.
- **Out-of-Phase Requests:** Requests made after content blocks have been formatted that require returning to strategic planning (such as changing core brand entities after text approval) will incur a [Percentage%] premium on standard hourly rates.

9. Communication and Response Times

- **Primary Channels:** Primary communication will occur through email at the addresses listed in the preamble of this document. Project updates and file sharing will use the designated project management platform established at project kickoff.
- **Business Hours:** [Provide your office hours, e.g., Monday through Friday, 9:00 AM – 5:00 PM EST].
- **Response Windows:**
 - The Service Provider will respond to emails within [Range of time, e.g., 24–48 hours] during business days.
 - The [Client] will provide feedback and approvals within [Number of] business days of milestone delivery to avoid delaying production.
- **Urgent Issues:** For urgent requests, the [Client] should email with "URGENT" in the subject line or call the phone number listed above during designated business hours.

10. Data Ownership and Post-Termination Access

- **Input Assets:** The [Client] retains ownership of all original source text and brand training data provided to the Service Provider for this project. The Service Provider will provide all final [work done and how it will be provided, e.g., optimized texts via shared file repositories] upon completion of each monthly production cycle.
- **Hosting Ecosystem:** [Establish ownership and what happens after your project is completed. For example, "The optimizations will be deployed directly onto Client's production or staging environment. If temporary staging is built on the

Service Provider's platform, the Client has 30 days after contract termination to migrate the data. After 30 days, the Service Provider may delete the staging records entirely.”]

- **File Retention:** The Service Provider will retain project optimization records for six months after contract termination for internal reference purposes, after which they may securely delete them per standard digital business practices.

11. Governing Law and Dispute Resolution

- **Governing Law:** This Agreement is governed by, construed, and enforced in accordance with the laws of [State / Country].
- **Dispute Resolution Path:** Disputes will be resolved through [Negotiation / Mediation / Arbitration / Court] located in [Jurisdiction].

Signatures

By signing below, both the Service Provider and the Client explicitly agree to the terms, exclusions, upfront monthly payment structures, and ongoing cancellation policies outlined within this GEO Service Agreement.

Service Provider: [Service Provider Legal Name]

Signature: _____

Name: [Name]

Title: [Title]

Date: [Date]

Client: [Client Legal Name]

Signature: _____

Name: [Name]

Title: [Title]

Date: [Date]