Technical GEO Audit Agreement

> **Disclaimer:** Findings and recommendations may change as the website architecture, content structure, API layers, target Large Language Models (LLMs), AI engine algorithms, or external generative retrieval mechanics evolve. The Service Provider is not responsible for shifts in AI parsing behavior or updates to LLM database architectures that occur after the audit is delivered.

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"**.

1. Scope of Work and Deliverables

The Service Provider will provide a **Technical Generative Engine Optimization (GEO) Audit exclusively**. The scope is strictly limited to reviewing and analyzing the website's technical structural infrastructure to optimize it for AI crawlers, RAG (Retrieval-Augmented Generation) systems, and LLM search agents.

Inclusions (Services Provided):

- Analysis of website schema markup, microdata, and structured entity configurations for AI readability.

- Evaluation of bot accessibility permissions, specifically targeting AI user-agents and LLM web scrapers (e.g., GPTBot, ClaudeBot, PerplexityBot).
- Review of API documentation layout, semantic data structures, and content formatting for machine extraction.
- Technical diagnostics of factual data alignment and citation-readiness across core domain architectures.

Exclusions (Services Explicitly NOT Provided):

- Traditional technical SEO audits (e.g., core web vitals, standard XML sitemap tuning, traditional indexation management).
- Content writing, on-page copywriting adjustments, or off-site brand mention placement.
- **Implementation:** This engagement is strictly limited to analysis and recommendations. The Service Provider is not responsible for implementing fixes, software changes, schema injections, or optimizations identified in the audit, nor for any visibility outcomes resulting from the Client's implementation or non-implementation of those recommendations.

2. Project Timeline and Milestones

This is a recurring monthly audit and optimization calibration engagement with a fixed programmatic cycle.

- **Week 1:** Collection of technical telemetry data, scraper log file review, and initialization of LLM accessibility crawling scans.
- **Weeks 2–3:** In-depth technical analysis of structural entities, schema architectures, and semantic database structures.
- **Weeks 4–5:** Compilation of technical GEO performance errors, schema adjustment maps, and optimization recommendations.
- **Week 6 / End of Month:** Final delivery of the monthly technical report and strategic review briefing.

Client Responsibilities: The Client must provide all platform technical architecture details, server access records, developer documentation, and diagnostic feedback within three business days of a milestone request. Delays in providing materials or backend access permissions will shift subsequent delivery timelines.

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 technical system analysis will begin, and no diagnostic tools will be deployed until this initial payment is cleared in full.
- **Recurring Billing:** Subsequent monthly payments of 30,000 are due at the beginning of every consecutive month of service to maintain ongoing technical monitoring, evaluation, and monthly report creation.

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 finalize the technical diagnostic reviews allocated for the remainder of the paid month, deliver the final data compiled during that month, and cease all services.
- **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, restricts essential backend system access required to perform the analysis, or requests unethical cloaking setups.

5. Confidentiality

- **Scope of Protection:** Both parties agree to keep confidential any proprietary business information, technical system specifications, codebase architectures, API configurations, 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 under applicable law.

6. Intellectual Property

- **Transfer of Rights:** Upon receiving full payment for the applicable period, the Service Provider assigns ownership of the final audit report, custom technical findings, and Client-specific data frameworks delivered under this Agreement during that month to `[Client]`.
- **Pre-existing Materials:** The Service Provider retains ownership of all audit methodologies, testing frameworks, diagnostic software tools, semantic analysis templates, scoring systems, and internal processing systems used to produce the technical audit. The `[Client]` receives a non-exclusive license to use these audit elements internally.
- **Termination Defaults:** If the contract cancels before payment clears for a billing period, the Service Provider retains all intellectual property rights to any analytical work, custom charts, or reports completed during that specific 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 intellectual property issues stemming from backend architectures they built, false database schemas they instruct the Service Provider to validate, or violations of their other hosting agreements.
- **Service Provider Indemnification:** The Service Provider covers problems that stem directly from proven intentional mistakes or gross negligence in their analytical execution. This splits responsibility based on who caused the underlying issue.
- **Warranty Disclaimer:** The Service Provider provides this technical work "as is" and makes no structural warranties about how third-party LLMs (such as OpenAI's ChatGPT, Anthropic's Claude, Google's Gemini, or Perplexity) will index, weight, or synthesize data extracted from the Client's technical ecosystem.

8. Change Orders

- **Written Adjustments:** Any changes to the agreed scope of technical GEO audit parameters outlined in Section 1 require a written change order signed by both parties before the altered work begins.

- **Pricing & Timing:** Out-of-scope technical requests will be priced at an additional rate of `[Agreed upon price]` for additional `[Type of, e.g., database analysis]` work. Timeline adjustments for data compilation will be calculated and provided dynamically with each change order proposal.
- **Scope Expansion:** Any additional deep-dive software analysis, multi-platform code testing, or technical expansion of the audit scope requested after delivery will require a separate written agreement or approved change order and may involve additional fees.

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, answers to system engineering queries, and technical access approvals within `[Number of]` business days of delivery.
- **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 technical server log files, proprietary source code, and data dictionaries provided to the Service Provider for this project.
- **Final Deliverable Format:** The Service Provider will provide all final monthly technical audit reports, schema blueprints, and data tables via `[Specify delivery format, e.g., PDF / Shared Google Folder / Notion Database]` upon completion of the monthly billing cycle.
- **Environment Protocol:** `[Establish data parameters. For example: “The Service Provider does not host Client technical data on proprietary servers. If temporary API diagnostics are configured on Service Provider tools, Client data will be wiped 30 days after the end of the paid month cycle.”]`

- **File Retention:** The Service Provider will retain project files and diagnostic audit logs for six months after contract termination for 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 Technical GEO Audit 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]`