

A comprehensive AI-SEO services agreement

prepared by

seoprojournal.com

AI-SEO SERVICES AGREEMENT

[Your Company Logo]

[Your Company Name]

[Your Address]

[City, State, ZIP Code]

[Phone Number]

[Email Address]

[Website]

PARTIES

This AI-SEO Services Agreement ("Agreement") is entered into on [DATE] ("Effective Date") between:

CLIENT:

[Client Company Name]

[Client Address]
[City, State, ZIP Code]
("Client")

PROVIDER:

[Your Company Name]
[Your Address]
[City, State, ZIP Code]
("Company" or "Provider")

1. SERVICES DESCRIPTION

1.1 Integrated AI-SEO Services

Company agrees to provide integrated AI-SEO services ("Services") to Client, which include:

Traditional SEO Services:

- **Technical SEO:** Website audits, site speed optimization, mobile optimization, crawlability improvements, schema markup
- **On-Page SEO:** Keyword research, content optimization, meta tag optimization, internal linking strategy
- **Off-Page SEO:** Link building, digital PR, citation building, online reputation management
- **Analytics & Reporting:** Performance tracking, monthly reporting, keyword ranking monitoring, traffic analysis

AI Search Optimization Services:

- **AI Platform Optimization:** Brand presence management across ChatGPT, Claude, Perplexity, and emerging AI search platforms
- **Conversational Query Targeting:** Natural language search optimization and question-based content strategy
- **AI Overview Optimization:** Content structuring for featured snippets and AI-generated answer boxes
- **Direct Answer Content:** TLDR summaries, key takeaways, and expert-driven content creation
- **AI Traffic Analytics:** Tracking and reporting AI referral traffic, AI overview appearances, and conversational query performance

Brand Authority Services:

- Review platform optimization and management
- Expert positioning and thought leadership development

- Cross-platform reputation management
- Credible source citation and authority building

1.2 Specific Services

The specific services to be provided are detailed in the attached Statement of Work ("SOW") or as outlined in the accepted proposal, which is incorporated by reference into this Agreement.

2. TERMS AND COMPENSATION

2.1 Service Fees

- **Monthly Fee:** \$[AMOUNT] per month
- **Setup Fee:** \$[AMOUNT] (one-time, due upon signing)
- **AI Platform Setup:** \$[AMOUNT] (one-time, for advanced AI optimization setup)
- **Additional Services:** Billed at \$[HOURLY RATE] per hour or as agreed upon in writing

2.2 Payment Terms

- Monthly fees are due and payable on the [1st/15th] of each month
- Setup fees are due within [5] days of signing this Agreement
- Late payments will incur a [1.5%] monthly service charge
- All fees are non-refundable except as specifically provided herein

2.3 Contract Term

- **Initial Term:** [6/12] months from the Effective Date
 - **Renewal:** Month-to-month thereafter unless terminated
 - **Minimum Commitment:** Client agrees to minimum [6] month engagement for AI-SEO optimization
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3. TERMINATION

3.1 Termination by Either Party

Either party may terminate this Agreement with [30] days written notice. Upon termination:

- Client remains responsible for all fees accrued through the termination date
- Company will provide final comprehensive report within [15] days of termination
- All work product completed prior to termination remains with Client
- AI platform optimizations and brand positioning work remain with Client

3.2 Termination for Cause

Either party may terminate immediately for material breach that remains uncured after [15] days written notice.

4. CLIENT RESPONSIBILITIES

4.1 Access and Cooperation

Client agrees to provide:

- Administrative access to website, hosting account, and relevant platforms
- Access to Google Analytics, Google Search Console, and other necessary tools
- Cooperation with AI platform verification processes
- Timely review and approval of content and AI optimization recommendations
- Access to review platforms and business listings for optimization

4.2 Content and Information

- Client will provide necessary business information, target keywords, and conversational queries
 - Client is responsible for accuracy of all provided information
 - Client will review and approve all AI-optimized content before publication
 - Client will maintain consistent brand messaging across all platforms
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5. PERFORMANCE AND EXPECTATIONS

5.1 No Guarantees - Traditional & AI Search

IMPORTANT: Due to the constantly evolving nature of search engines and AI platforms, Company cannot and does not guarantee:

- Specific keyword rankings in traditional or AI search results
- Specific levels of website traffic or AI referral traffic
- Specific AI overview appearances or placements
- Specific conversion rates or revenue increases
- Timeframes for achieving results
- Protection against algorithm updates, AI model changes, or platform policy modifications
- Continued availability or functionality of AI search platforms

5.2 Best Practices Commitment

Company agrees to:

- Use only ethical, "white-hat" SEO and AI optimization techniques
- Follow search engine guidelines and AI platform best practices
- Provide regular reporting covering both traditional and AI performance metrics
- Make commercially reasonable efforts to achieve stated goals
- Monitor AI platform developments and adapt strategies accordingly

5.3 Timeline Expectations

- **Initial Results:** Some AI optimization improvements may be visible within 4-8 weeks
 - **Traditional SEO Results:** Meaningful traditional SEO results typically require 3-6 months
 - **AI Search Results:** AI overview appearances and AI referral traffic may begin within 6-12 weeks
 - **Ongoing Optimization:** Both traditional and AI-SEO require continuous effort and adaptation
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6. INTELLECTUAL PROPERTY

6.1 Client Content

Client retains all rights to existing content, trademarks, and intellectual property.

6.2 Created Content

- All human-created content developed specifically for Client becomes Client's property upon payment
- AI-assisted content creation rights are governed by the AI platform terms of service
- Company retains rights to methodologies, processes, and general AI-SEO knowledge
- Company may use anonymized case study data for marketing purposes

6.3 AI-Generated Content

- Rights to AI-generated content are subject to the applicable AI platform's terms of service
- Client acknowledges that AI platforms may use submitted content for training purposes
- Company will disclose when AI tools are used in content creation

6.4 Tools and Software

Company retains all rights to proprietary tools, software, AI optimization methodologies, and AI platform management systems.

7. CONFIDENTIALITY

7.1 Confidential Information

Both parties agree to maintain confidentiality of:

- Business strategies and plans
- Financial information and performance data
- Customer lists and proprietary information
- AI optimization strategies and methodologies
- Brand reputation management tactics

7.2 AI Platform Considerations

Both parties acknowledge that AI platforms may access and analyze submitted content. Company will use best practices to protect confidential information when working with AI systems.

8. LIMITATION OF LIABILITY

8.1 Liability Cap

COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO COMPANY IN THE [12] MONTHS PRECEDING THE CLAIM.

8.2 Excluded Damages

IN NO EVENT SHALL COMPANY BE LIABLE FOR:

- Indirect, incidental, special, or consequential damages
 - Lost profits, revenue, or business opportunities
 - Damages resulting from third-party actions or AI platform decisions
 - Damages from search engine algorithm changes or AI model updates
 - Penalties or restrictions imposed by AI platforms
 - Changes in AI platform availability, functionality, or terms of service
 - Brand reputation issues arising from AI platform responses beyond Company's control
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9. INDEMNIFICATION

9.1 Client Indemnification

Client agrees to indemnify Company against claims arising from:

- Client's use of provided AI-SEO recommendations
- Inaccurate information provided by Client
- Client's violation of search engine or AI platform terms of service
- Content provided by Client that infringes third-party rights
- Client's use of AI-generated content in violation of platform terms

9.2 Company Indemnification

Company agrees to indemnify Client against claims directly arising from Company's negligent performance of AI-SEO services, excluding issues related to AI platform policy changes or algorithm updates.

10. FORCE MAJEURE & AI PLATFORM RISKS

10.1 Force Majeure

Neither party shall be liable for delays or failures due to circumstances beyond their reasonable control, including:

- Natural disasters, government actions, internet service disruptions
- Search engine algorithm changes or penalties
- **AI platform outages, policy changes, or discontinuation of services**
- **Changes in AI model behavior or training data**
- **Modifications to AI platform terms of service or access restrictions**

10.2 AI Platform Risk Acknowledgment

Client acknowledges that AI search platforms are rapidly evolving and that:

- Platform availability and functionality may change without notice
 - AI platform policies may affect optimization strategies
 - Company will adapt strategies to platform changes but cannot guarantee continuity of specific tactics
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11. GENERAL PROVISIONS

11.1 Independent Contractor

Company is an independent contractor and not an employee of Client. Company retains control over the methods and means of performing services.

11.2 Governing Law

This Agreement shall be governed by the laws of [STATE], without regard to conflict of law principles.

11.3 Dispute Resolution

Any disputes shall be resolved through:

1. Good faith negotiation
2. Mediation if negotiation fails
3. Binding arbitration in [CITY, STATE] if mediation fails

11.4 Entire Agreement

This Agreement, together with any attached SOW or proposal, constitutes the entire agreement between the parties and supersedes all prior agreements.

11.5 Modifications

This Agreement may only be modified in writing signed by both parties.

11.6 Severability

If any provision is found unenforceable, the remainder of the Agreement shall remain in full effect.

11.7 Assignment

Neither party may assign this Agreement without written consent, except Company may assign to affiliates or in connection with a sale of business.

12. SIGNATURES

By signing below, both parties agree to be bound by the terms of this Agreement.

CLIENT:

Signature Date

Print Name and Title

COMPANY:

Signature Date

Print Name and Title

IMPORTANT LEGAL NOTICE: This template is provided for informational purposes only and does not constitute legal advice. This agreement addresses emerging AI search technologies and their legal implications. It is strongly recommended that you have this agreement reviewed by a qualified attorney familiar with AI technology law before use, especially to ensure compliance with local and state laws and evolving AI platform regulations.