

# SEO SERVICES AGREEMENT

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This SEO Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] (the "**Provider**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "**Client**").

Provider and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client owns or controls one or more websites and wishes to improve their visibility in organic search engine results. Provider is in the business of providing search engine optimization ("**SEO**") services and wishes to perform those services for Client on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

## 1. Engagement and Scope of Services

**1.1 Engagement.** Client engages Provider to perform SEO services (the "**Services**") for the website(s) and properties listed in **Exhibit A** (the "**Client Properties**"). Provider will perform the Services with reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards and applicable search engine guidelines.

**1.2 Scope of work.** Unless **Exhibit A** states otherwise, the Services may include: (a) technical SEO audits and recommendations; (b) keyword research and mapping; (c) on-page optimization, including titles, metadata, headings, and internal linking; (d) content recommendations or content creation as agreed; (e) off-page and link-acquisition activity within ethical guidelines; and (f) performance tracking and reporting under Section 7.

**1.3 Target keywords and goals.** The Parties will agree on a list of target keywords, topics, and key performance indicators ("**KPIs**") in **Exhibit A**. The Parties may revise the target list by written agreement as search behavior and business priorities change.

**1.4 Implementation responsibility.** Provider will deliver recommendations and, where the engagement includes implementation, will make agreed changes. Where Client or a third party controls implementation, Provider is responsible only for delivering recommendations, not for changes Client fails to implement.

**1.5 Exclusions.** Unless expressly included in **Exhibit A**, the Services do not include paid search advertising, website redesign or development, hosting, content volume beyond agreed limits, or work on properties not listed. Out-of-scope work requires a written change order.

## 2. Client Responsibilities and Access

**2.1 Access.** Client will grant Provider the access reasonably necessary to perform the Services, which may include access to the website content management system, analytics, search console, server logs, and hosting, as applicable.

**2.2 Materials and approvals.** Client will provide, in a timely manner, content, brand information, product details, and approvals reasonably required. Provider is not responsible for delays or results caused by Client's failure to provide access, materials, or approvals, or to implement recommendations.

**2.3 Site changes.** Client will notify Provider before making material changes to the Client Properties, including redesigns, migrations, URL changes, or platform changes, which can significantly affect SEO performance.

**2.4 Accuracy.** Client is solely responsible for the accuracy and legality of content, claims, and pricing it supplies, and warrants it has the right to use all materials it provides.

### 3. Ethical Practices and Search Engine Guidelines

**3.1 White-hat methods.** Provider will use ethical, "white-hat" SEO methods consistent with major search engine webmaster guidelines. Provider will not use deceptive tactics such as hidden text, cloaking, link schemes, or automated spam that risk penalties.

**3.2 No guarantee of rankings.** Client acknowledges that search engines control their ranking algorithms and that rankings, traffic, and conversions depend on many factors outside Provider's control. **Provider does not and cannot guarantee any specific ranking, position, traffic volume, conversion, or revenue, and any party that does should be treated with caution.**

**3.3 Algorithm changes.** Search engines change algorithms and guidelines frequently and without notice. Provider is not liable for fluctuations or losses in rankings or traffic resulting from such changes, manual actions, or Client conduct inconsistent with Provider's recommendations.

**3.4 Third-party platforms.** Where the Services involve third-party tools, directories, or platforms, those parties' terms and availability are outside Provider's control.

### 4. Fees and Payment Terms

**4.1 Fees.** Client will pay the fees stated in **Exhibit A**, whether a fixed monthly retainer, project fee, or hourly rate, stated in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

**4.2 Invoicing and payment.** Provider will invoice **[MONTHLY IN ADVANCE / MONTHLY IN ARREARS / ON MILESTONE COMPLETION]**, and Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

**4.3 Third-party costs.** Costs for tools, premium directories, content writers, or media that the Parties agree are Client's responsibility are billed separately or passed through, with Client's prior written approval.

**4.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, and Provider may suspend the Services on **[NUMBER]** days' written notice for unpaid undisputed invoices.

**4.5 Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Provider's net income.

### 5. Intellectual Property

**5.1 Pre-existing IP.** Each Party retains ownership of intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**").

**5.2 Deliverables.** Subject to Client's full payment for the applicable period, Provider assigns to Client all right, title, and interest in the reports, content, and optimized materials created specifically for Client under this Agreement (the "**Deliverables**"), excluding Provider's Background IP and Tools.

**5.3 Provider tools.** Provider retains ownership of its audit frameworks, methodologies, processes, and general-purpose tools, templates, and software ("**Tools**"). To the extent any Tools are embedded in a Deliverable, Provider grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them solely as part of that Deliverable.

**5.4 License to acquired assets.** Backlinks, citations, and third-party listings acquired for the Client Properties are for Client's benefit; however, Provider makes no warranty that any such asset will persist or continue to provide value.

**5.5 Portfolio use.** Unless Client objects in writing, Provider may identify Client as a client and describe non-confidential results in its marketing.

## 6. Confidentiality

**6.1 Definition.** "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including analytics, keyword strategy, credentials, business plans, and pricing.

**6.2 Obligations.** The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by obligations at least as protective as these.

**6.3 Exclusions.** Confidentiality does not apply to information that is or becomes public through no fault of the receiving Party, was already rightfully known, is rightfully obtained from a third party, or is independently developed.

**6.4 Return.** On request or termination, each Party will return or destroy the other's Confidential Information, except routine backups or copies required by law.

## 7. Reporting and Performance

**7.1 Reports.** Provider will provide performance reports **[MONTHLY / AS STATED IN EXHIBIT A]** describing work performed and progress against agreed KPIs, such as keyword rankings, organic traffic, indexed pages, and technical health.

**7.2 Measurement window.** SEO results typically develop over several months. The Parties agree to evaluate performance over a rolling **[NUMBER]**-month window rather than week to week.

**7.3 Data sources.** Reports may draw on third-party analytics and ranking tools, which can vary in methodology and accuracy; Provider is not responsible for the accuracy of third-party data.

## 8. Term and Termination

**8.1 Term.** This Agreement begins on the Effective Date and continues for an initial term of **[NUMBER]** months, then renews for successive **[NUMBER]**-month periods unless either Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the current term.

**8.2 Termination for convenience.** Either Party may terminate for convenience on [NUMBER, e.g. 30] days' prior written notice.

**8.3 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

**8.4 Effect of termination.** On termination, Client will pay for all Services performed and approved costs incurred through the effective date, Provider will deliver paid-for Deliverables, and access granted to Provider will be revoked. Sections 5, 6, 9, and 10 survive.

## 9. Representations, Warranties, and Indemnification

**9.1 Mutual authority.** Each Party represents that it has the authority to enter into and perform this Agreement.

**9.2 Client indemnity.** Client will defend, indemnify, and hold Provider harmless from third-party claims arising from Client-supplied content or materials, Client's products or claims, or Client's instructions inconsistent with Provider's ethical recommendations.

**9.3 Provider indemnity.** Provider will defend, indemnify, and hold Client harmless from third-party claims that original content created by Provider infringes a third party's intellectual property rights, excluding claims arising from Client materials.

**9.4 Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and cooperate reasonably. No settlement imposing liability on the indemnified Party may be made without its consent.

## 10. Limitation of Liability and General Provisions

**10.1 Limitation of liability.** Except for indemnification obligations and breach of confidentiality, neither Party is liable for indirect, incidental, special, or consequential damages, including lost profits or lost traffic, and each Party's total aggregate liability will not exceed the fees paid by Client in the [NUMBER, e.g. 3] months before the event giving rise to the claim.

**10.2 Independent contractor.** Provider is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

**10.3 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

**10.4 Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

**10.5 Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets.

**10.6 Entire agreement; amendment.** This Agreement, together with its Exhibits and change orders, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**10.7 Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. A failure to enforce is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**PROVIDER**

**CLIENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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