

# Master Service Agreement

Capconvert Agency Engagement

Between **Capconvert, LLC.** (“Capconvert”)  
and the **Customer** identified on the signature page

Form effective: May 26, 2026

## 1. Background & Application

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This Master Service Agreement (this “MSA”) is entered into between Capconvert, LLC., a Delaware limited liability company with an address in San Francisco, California, United States (“**Capconvert**”), and the customer identified on the signature page below (the “**Customer**”; together with Capconvert, the “**Parties**”), effective on the date the last Party signs (the “**Effective Date**”).

This MSA governs the provision of search marketing services by Capconvert to the Customer. Specific services, deliverables, fees, term, and other engagement-level terms are set forth in one or more Statements of Work (each, an “**SOW**”) executed under this MSA. In the event of conflict between this MSA and a SOW, the SOW controls solely for the engagement described in that SOW.

## 2. Services

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Capconvert will perform the search marketing services described in each SOW (the “**Services**”), which may include, without limitation, search engine optimization (SEO), generative engine optimization (GEO), conversion rate optimization (CRO), paid search and paid social management (PPC), content production, technical site audits, analytics implementation, and related advisory services.

Capconvert will perform the Services in a professional and workmanlike manner consistent with prevailing industry standards. Capconvert may use employees and approved contractors to perform the Services and remains responsible for their compliance with this MSA.

## 3. Fees, Invoicing & Payment

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Fees are set forth in the applicable SOW. Capconvert invoices monthly in advance for retainer-based engagements and as milestones are completed for fixed-fee engagements. Invoices are payable net thirty (30) days unless a different term is specified in the SOW.

Past-due amounts accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Capconvert may suspend Services for any account more than thirty (30) days past due, after providing written notice.

Expenses pre-approved in writing by the Customer are reimbursable at cost. Third-party platform spend (e.g., paid media budgets) is the Customer’s direct obligation to the platform unless the SOW specifies otherwise.

## 4. Term & Termination

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This MSA takes effect on the Effective Date and continues until terminated. Either Party may terminate this MSA for convenience by giving thirty (30) days’ written notice to the other Party, provided no SOW is then active; if a SOW is active, the SOW’s term and termination provisions control.

Each SOW is month-to-month by default and may be terminated by either Party with thirty (30) days' written notice. Either Party may terminate this MSA or any SOW for cause, immediately and without prior notice, if the other Party materially breaches a provision and fails to cure within fifteen (15) days of written notice of the breach.

On termination of a SOW, Capconvert will deliver all then-existing work product paid for, and the Customer will pay all fees accrued through the effective date of termination. On termination of the MSA, the Cortex Terms of Service continue to govern any continuing Cortex access; if the Customer also terminates Cortex, the data retention terms in our [Data Retention Policy](#) apply.

## 5. Ownership of Work Product

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Subject to the Customer's payment of all fees due under the applicable SOW, Capconvert assigns to the Customer all right, title, and interest in the final deliverables produced under that SOW (the "**Deliverables**"). Deliverables include audit reports, content drafts, schemas, plans, and other artifacts identified in the SOW.

Capconvert retains all right, title, and interest in (a) its methodologies, frameworks, prompts, internal templates, evaluation rubrics, recommendation taxonomies, and processes (collectively, "**Background IP**"), (b) the Cortex software platform and all related code, models, prompts, corpus, learnings layer, and Cortex Outputs (subject to the [Cortex Output Usage Rights](#)), and (c) any improvements to Background IP developed in the course of the engagement.

Capconvert grants the Customer a perpetual, non-exclusive, worldwide, royalty-free license to use any Background IP embedded in the Deliverables to the extent necessary to use those Deliverables for their intended purpose. The Customer may not sublicense, resell, or extract Background IP from the Deliverables.

## 6. Customer Data & Privacy

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"**Customer Data**" means data the Customer provides to Capconvert or that Capconvert retrieves on the Customer's behalf in the course of the Services, including data from connected platforms (Google Search Console, Google Analytics, Google Ads, Meta Ads, Ahrefs, etc.). The Customer owns Customer Data.

Capconvert processes Customer Data only as needed to perform the Services and in accordance with our [Privacy Policy](#), [Agency Data Processing Addendum](#), and the listed [Subprocessors](#). Where the Customer is subject to GDPR, UK GDPR, CCPA/CPRA, or equivalent privacy law, the Agency DPA is incorporated into this MSA and controls in case of conflict on data-protection matters.

On termination, Capconvert handles Customer Data per the [Data Retention Policy](#) (default: ninety-day retention then deletion, with export available on request during the first thirty days).

## 7. Confidentiality

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Each Party may disclose to the other non-public information that is designated as confidential or that a reasonable person would understand to be confidential (“**Confidential Information**”). The receiving Party will use Confidential Information only to perform its obligations under this MSA, will not disclose it to third parties except to employees and contractors with a need to know who are bound by confidentiality obligations at least as protective as these, and will use at least the same standard of care it uses to protect its own confidential information (and in no event less than a reasonable standard of care).

Confidential Information does not include information that (a) is or becomes generally known to the public without breach of this MSA, (b) was rightfully known to the receiving Party prior to disclosure, (c) is rightfully received from a third party without restriction, or (d) is independently developed without reference to the disclosing Party’s Confidential Information.

## 8. Warranties & Disclaimers

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Capconvert warrants that the Services will be performed in a professional and workmanlike manner consistent with prevailing industry standards. Capconvert’s sole obligation, and the Customer’s sole remedy, for breach of this warranty is for Capconvert to re-perform the affected Services at no additional cost.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, CAPCONVERT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CAPCONVERT MAKES NO GUARANTEE OF SPECIFIC SEARCH RANKING, ORGANIC TRAFFIC, PAID-MEDIA PERFORMANCE, AI CITATION, CONVERSION, OR REVENUE OUTCOMES.

## 9. Limitation of Liability

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TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CAPCONVERT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS MSA OR ANY SOW, EVEN IF CAPCONVERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CAPCONVERT’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS MSA AND ALL SOWS WILL NOT EXCEED THE FEES PAID BY THE CUSTOMER TO CAPCONVERT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The limitations in this Section do not apply to (a) a Party’s indemnification obligations under Section 10, (b) a Party’s breach of confidentiality obligations under Section 7, or (c) liability that cannot be limited under applicable law.

## **10. Indemnification**

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Each Party (the “Indemnifying Party”) will defend, indemnify, and hold harmless the other Party and its affiliates, officers, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to (a) the Indemnifying Party’s breach of this MSA, (b) the Indemnifying Party’s gross negligence, fraud, or willful misconduct, or (c) any allegation that materials provided by the Indemnifying Party (in Capconvert’s case, the Deliverables; in the Customer’s case, the materials and data the Customer provides to Capconvert) infringe, misappropriate, or violate the rights of a third party.

The indemnified Party will (i) promptly notify the Indemnifying Party of the claim, (ii) give the Indemnifying Party sole control over the defense and settlement (provided no settlement imposes any obligation on the indemnified Party without its prior written consent), and (iii) cooperate at the Indemnifying Party’s expense.

## **11. Independent Contractor**

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Capconvert is an independent contractor. Nothing in this MSA creates a partnership, joint venture, employer-employee, principal-agent, or fiduciary relationship between the Parties.

## **12. Non-Solicitation**

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During the term of this MSA and for twelve (12) months following its termination, neither Party will solicit for employment any employee or contractor of the other Party who has been materially involved in the Services, without the other Party’s prior written consent. General solicitations not specifically directed at such personnel (e.g., job board postings) and hiring resulting from such general solicitations are not prohibited.

## **13. Publicity**

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Capconvert may identify the Customer as a customer in case studies, marketing materials, sales materials, and on capconvert.com (including by displaying the Customer’s logo and a brief description of the engagement) unless the Customer opts out in writing. Either Party may issue a joint press release or detailed case study only with the other Party’s prior written consent.

## **14. Force Majeure**

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Neither Party will be liable for any delay or failure to perform that is caused by events beyond its reasonable control, including natural disasters, acts of war, terrorism, government action, large regional internet outages, or material third-party platform outages (e.g., Google Search Console, Google Ads, Vercel, Cloudflare, Anthropic). The affected Party will use commercially reasonable efforts to resume performance as promptly as possible.

## 15. Governing Law & Disputes

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This MSA is governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any dispute arising out of or relating to this MSA will be resolved exclusively in the state or federal courts located in San Francisco County, California, and the Parties consent to the personal jurisdiction of those courts.

Each Party agrees that it will bring any claim against the other in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, Confidential Information, or rights under this MSA.

## 16. General

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This MSA, together with each SOW executed hereunder and any documents expressly incorporated by reference (including the Privacy Policy, Agency DPA, Subprocessors list, AUP, AI Bot Policy, SLA, Refund Policy, Data Retention Policy, and, where applicable, the Cortex Terms of Service, Cortex AUP, Cortex Output Usage Rights, Cortex DPA, and Cortex Subprocessors list), constitutes the entire agreement of the Parties with respect to the subject matter and supersedes any prior or contemporaneous agreements. Any modification of this MSA must be in writing and signed by both Parties. If any provision is held to be unenforceable, the remaining provisions continue in full force and effect. Neither Party may assign this MSA without the prior written consent of the other, except in connection with a merger, reorganization, or sale of substantially all of its assets. Notices to Capconvert must be sent to [help@capconvert.com](mailto:help@capconvert.com); notices to the Customer will be sent to the email on the signature page.

### Capconvert, LLC.

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Authorized signature

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Print name

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Title

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Date

### Customer

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Authorized signature

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Print name

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Title

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Date

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Legal entity name

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Address

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Notices email

# Exhibit A - Statement of Work Template

The following is a template Statement of Work to be completed and executed by the Parties for each engagement under this MSA. Each SOW is governed by the MSA except where it expressly states otherwise.

| Item               | Detail  |
|--------------------|---|
| SOW number         | SOW-_____ (sequential per Customer)   |
| SOW effective date | _____   |
| Services           | Description of the Services to be performed (e.g., "SEO retainer covering technical audit, content production, on-page optimization, and quarterly reporting"). |
| Deliverables       | List of named deliverables (e.g., "Monthly executive summary, quarterly technical audit, content briefs as scheduled").   |
| Term               | Month-to-month with thirty days' notice, OR a fixed term (e.g., "Six months beginning on the SOW Effective Date").  |
| Fees               | Retainer amount per month, or fixed fee per milestone with milestones listed.   |
| Payment schedule   | Invoicing cadence and payment terms (default: net-30 monthly in advance).   |
| Cortex access      | Whether the engagement includes Cortex SaaS access and the seat count, if applicable.   |
| Third-party spend  | Specify the Customer's direct obligation for paid media or third-party tool spend.  |
| Account leads      | Capconvert's primary contact for the engagement and the Customer's primary contact.   |
| Special terms      | Any engagement-specific overrides to the MSA.   |

Signatures on each SOW serve as written acceptance of the SOW's terms and the MSA's incorporation.