

AI LEGAL CONTRACT ANALYSIS REPORT

Contract: HERTZGLOBALHOLDINGS,INC_07_07_2016-EX-10.4-INTELLECTUAL PROPERTY AGREEMENT.PDF

Analysis Date: January 22, 2026 at 08:18 PM

Analysis System: AI Legal Contract Auditor v1.0

AI Model: Llama 3.2 (Local Ollama)

EXECUTIVE SUMMARY

Metric	Count
Total Clauses Analyzed	5
Clauses Found	1
Clauses Not Found	4
High Risk Clauses	0
Medium Risk Clauses	1
Low Risk Clauses	0

CLAUSE: IP Ownership Assignment

X NOT FOUND - This clause was not identified in the contract.

CLAUSE: Price Restrictions

X NOT FOUND - This clause was not identified in the contract.

CLAUSE: Non-compete, Exclusivity, No-solicit of Customers

X NOT FOUND - This clause was not identified in the contract.

CLAUSE: Termination for Convenience

X NOT FOUND - This clause was not identified in the contract.

CLAUSE: Governing Law

✓ FOUND

■ Risk Level: MEDIUM

Summary (Plain English):

Here is a summary of the Governing Law clause in plain English: This clause means that if there's a dispute between you and the other party, the laws of Delaware will be used to resolve the issue. This applies to all aspects of the contract, including any conflicting laws from other states or countries. By agreeing to this clause, both parties are giving up their right to have disputes resolved under their own local laws.

Risk Assessment:

The Governing Law clause favors the vendor by specifying the laws of the State of Delaware, which may be more favorable to corporations and large entities. This could lead to a one-sided interpretation of the contract, potentially limiting the customer's rights and protections. However, the inclusion of conflict-of-law provisions suggests that the parties have considered potential disputes and are attempting to provide some level of clarity and consistency in their relationship.

Extracted Clause Text:

The complete Governing Law clause from the contract is: "This Agreement will be governed in all respects by the laws of the State of Delaware, including its conflict with law provisions." Source: Page 9, Section 23.

Citations:

[1] Page 9, Section: 21. Limitation of Damages Chase shall have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or the Affiliate Program, regardless of whether Chase has been advised of the possibility of such damages. Further, Chase's aggregate liability arising under or with respect to this Agreement or the Affiliate Program shall in no event exceed the total Commissions paid or payable by Chase to Affiliate under this Agreement. 22. Independent Investigation AFFILIATE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, HAS HAD AN OPPORTUNITY TO CONSULT WITH ITS OWN LEGAL ADVISERS IF IT SO DESIRED, AND AGREES TO ALL ITS TERMS AND CONDITIONS. AFFILIATE AGREES THAT, IN INTERPRETING THIS AGREEMENT, NO WEIGHT SHALL BE PLACED UPON THE FACT THAT THIS AGREEMENT HAS BEEN DRAFTED BY CHASE, AND IT SHALL NOT ASSERT THAT THIS AGREEMENT IS UNENFORCEABLE OR INVALID ON THE GROUNDS THAT IT IS A CONTRACT OF ADHESION, THAT IT IS UNCONSCIONABLE, OR ANY SIMILAR THEORY. AFFILIATE UNDERSTANDS THAT CHASE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. 23. Governing Law This Agreement will be governed in all respects by the laws of the State of Delaware, including its conflict with law provisions. Accept. Appendix List of Restricted Trademark Terms Partner Restricted Trademark Terms Chase Brand Add Chase as a negative Keyword to your Search strategy. In addition, the following terms are prohibited: Chase, Chase bank, www.chase.com, www.creditcardsatchase.com, www.chasecreditcard.com, chase.com, creditcardsatchase.com, chasecreditcard.com, chase credit card, chase credit cards, Chase Freedom, Freedom Card AARP AARP.org, AARP.com, AARP membership, AARPmagazine.com, AARPhotography.com, AARP foundation, AARP passport, www.travelocity.com/AARP, AARP Bulletin, American Association of Retired Persons, AARP Insurance, AARP partner, AARP providers, AARP advocacy, Segunda Juventud, AARP Hot Deals Amazon Amazon, Amazon.com, www.amazon.com, Amazon Books, Amazon DVD, Amazon Movies, Amazon Music Borders Borders, Borders Stores, Borders Books, www.borders.com, www.bordersbooks.com Waldenbooks, Waldenbooks Stores, www.waldenbooks.com, www.waldenbooksstores.com Source: CREDITCARDS.COM, INC., S-1, 8/10/2007

[2] Page 7, Section: 13. Commercial Use This program is intended for commercial use only. Commissions are payable for Approved Accounts to third parties who access the Chase URL's (marketing pages) through the Links located on Affiliate's sponsoring Web site. Affiliates who use this program to apply for credit cards for their own use are NOT in violation of this Agreement. 14. Trademarks All Chase trademarks, trade names and service marks (collectively, the "Marks") are the exclusive property of Chase. Notwithstanding anything set forth in this Agreement, Chase reserves full ownership of the Marks and the Licensed Materials (as defined below). All use of the Marks by Affiliate is limited solely to the use contemplated by this Agreement. All use of Chase Marks by Affiliate is subject to the prior written approval of Chase. 15. Licenses and Use of the Chase Logos and Trademarks Chase grants Affiliate a non-exclusive, nontransferable, revocable right to (a) access the Chase site through the links solely in accordance with the terms of this Agreement and (b) solely in connection with such links, to use Chase's logos, trade names, trademarks, and similar identifying material relating to Chase (collectively, the "Licensed Materials"), for the sole purpose of booking Chase products. Prior to using any of the Licensed Materials, Affiliate will submit to Chase for approval a draft of all

proposed material that incorporates the Licensed Materials, together with a brief statement setting forth the proposed use of such materials and any other background or supporting material reasonably requested by Chase to allow Chase to make an informed judgment. All such materials shall be submitted to Chase at least seven (7) days prior to the date of first intended use. Chase will notify Affiliate of its approval or disapproval of such materials within five (5) business days of its receipt of all information required to be submitted. The approval or disapproval of such materials will be in Chase's sole discretion. Any materials not receiving Chase's specific written preliminary approval will be deemed disapproved. Affiliate may not alter, modify, or change the Licensed Materials in any way. Affiliate is only entitled to use the licensed materials to the extent that it is a member in good standing of the Chase Affiliate Program. Affiliate agrees not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Chase in a negative light. Chase may revoke Affiliate's license at any time. 16. Service Interruption Certain technical difficulties may, from time to time, result in service interruptions. Affiliate agrees not to hold Chase responsible for the consequences of such interruptions. 17. Indemnification Source: CREDITCARDS.COM, INC., S-1, 8/10/2007

[3] Page 6, Section: 7. Order Processing Chase will be solely responsible for processing each order placed by a customer from Affiliate's Links. Customers may only use the Chase on-line application process to apply for a Chase credit card. "Customers" are defined herein as individuals who apply for Chase credit cards through a link in Affiliate's Web site. Chase shall be responsible for administering application forms and related customer service. All of the rules, operating procedures and policies of Chase regarding customer orders and accounts will apply to orders received through the Links. Chase reserves the right to reject any credit card application in its sole discretion. 8. Tracking of Sales Chase will be solely responsible for tracking Approved Accounts made to customers who follow Affiliate's Links. Affiliate will be solely responsible for ensuring that the Links are formatted properly and maintained in a manner, which allows Chase to track such Approved Accounts. No Commission shall be paid if the Approved Account cannot be tracked by Chase's system or if the customer accesses the Chase site through means other than the Links. Chase will provide Affiliate with statements of Approved Account activity at the time Commissions are paid. 9. Terms and Conditions of Credit Cards Chase is solely responsible for determining the terms and conditions of the credit cards. The credit card offers may vary from time to time and are subject to change. Affiliate may not specify details regarding the Chase credit card on their Websites without the prior approval of Chase. 10. Chase Customers Customers who apply for Chase credit cards through the Chase Affiliate Program are customers of Chase. Affiliate has no authority to make or accept any offer on behalf of Chase. All Chase policies regarding customer orders, including availability, pricing and problem resolution, will apply to these customers. Affiliate has no authority to make, and Chase is not responsible for, any representations made by Affiliate that contradict these policies. 11. Product Descriptions Affiliate will only use credit card descriptions provided or approved in writing by Chase. 12. Copyrighted Material Affiliate is solely responsible for ensuring that its reviews and articles obey all applicable copyright and other laws. Generally, Affiliate must have express permission to use another party's copyrighted or other proprietary material. Chase is not responsible for Affiliate's improper use of another party's copyrighted or proprietary material. Source: CREDITCARDS.COM, INC., S-1, 8/10/2007

INTERACTIVE Q&A; RESULTS

Q1: What is the governing law for this contract?

A: I don't know. The provided contract sections do not contain sufficient information to answer this question.

Confidence: none

Q2: What are the termination conditions?

A: Based on the provided contract sections, I found that there are multiple termination conditions mentioned. According to Section 14 of Source 1 (Page 6), Chase may terminate this Agreement if Affiliate does not comply with the terms and conditions herein. Additionally, Section 18 of Source 4 (Page 2) states that Chase reserves the right to terminate this Agreement in the event that any Restricted Content is incorporated on Affiliate's site after acceptance of your registration form and the commencement of the term of this Agreement. Furthermore, Section 13 of Source 3 (Page 7) mentions that Affiliate agrees not to hold Chase responsible for the consequences of service interruptions. However, it does not explicitly state a termination condition related to service interruptions. I don't know. The provided contract sections do not contain sufficient information to answer this question regarding all possible termination conditions.

Confidence: medium

Q3: Who owns the intellectual property?

A: According to the contract, Chase owns the intellectual property, specifically: * Trademarks (Source 1-5, Section 14) * Trade names and service marks (Source 1-5, Section 14) * Licensed Materials (Source 1-5, Section 15) Chase reserves full ownership of these intellectual properties and grants Affiliate a non-exclusive, nontransferable, revocable right to use them solely in accordance with the terms of the Agreement.

Confidence: high

Q4: Are there any price restrictions or limitations?

A: Yes, there are price restrictions and limitations. According to Section 9 of the contract (Source 3 - Page 5), Chase is solely responsible for determining the terms and conditions of the credit cards. The credit card offers may vary from time to time and are subject to change. Affiliate may not specify details regarding the Chase credit card on their Websites without the prior approval of Chase. Additionally, Section 10 states that customers who apply for Chase credit cards through the Chase Affiliate Program are customers of Chase, and all Chase policies regarding customer orders,

including availability, pricing and problem resolution, will apply to these customers. This implies that there may be price restrictions or limitations in place, but they are not explicitly stated. It's also worth noting that Section 19 states that the amount of Commissions is subject to change without notice other than posting such information on the Chase Website.

Confidence: medium

Q5: What are the non-compete or exclusivity requirements?

A: Based on the provided contract sections, I found that there are non-compete and exclusivity requirements. Affiliate agrees not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Chase in a negative light (Section 15). This implies that Affiliate must maintain a positive image of Chase. Additionally, Section 13 states that this program is intended for commercial use only, and Commissions are payable for Approved Accounts to third parties who access the Chase URL's through the Links located on Affiliate's sponsoring Web site. This suggests that Affiliate cannot use the program for personal purposes. However, I did not find any explicit non-compete or exclusivity requirements regarding specific products or services offered by Chase. Therefore, my final answer is: "I don't know. The provided contract sections do not contain sufficient information to answer this question."

Confidence: none