UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

R	**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934** **For the quarterly period ended March 31, 2012**

Or

o	**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934** **For the transition period from to**

Commission File No. 001-16427

Fidelity National Information Services, Inc.
(Exact name of registrant as specified in its charter)

Georgia	**37-1490331**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
601 Riverside Avenue Jacksonville, Florida	**32204**
(Address of principal executive offices)	*(Zip Code)*

(904) 438-6000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES R NO o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES R NO o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer R	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) YES o NO R

As of April 30, 2012, 294,803,536 shares of the Registrant's Common Stock were outstanding.

FORM 10-Q
QUARTERLY REPORT
Quarter Ended March 31, 2012

INDEX

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(In millions, except per share amounts)
(Unaudited)

	March 31, 2012	December 31, 2011
ASSETS		
Current assets:		
Cash and cash equivalents	$ 481.7	$ 415.5
Settlement deposits	31.7	43.9
Trade receivables, net of allowance for doubtful accounts of $39.8 and $33.1 as of March 31, 2012 and December 31, 2011, respectively	889.3	858.5
Settlement receivables	87.4	78.1
Other receivables	35.5	40.1
Due from related parties	59.4	56.9
Prepaid expenses and other current assets	127.4	117.1
Deferred income taxes	55.2	72.6
Total current assets	1,767.6	1,682.7
Property and equipment, net	414.4	414.5
Goodwill	8,545.5	8,542.8
Intangible assets, net	1,842.7	1,903.3
Computer software, net	878.0	881.5
Deferred contract costs, net	249.2	246.4
Other noncurrent assets	207.0	177.1
Total assets	$ 13,904.4	$ 13,848.3
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 523.3	$ 641.5
Due to Brazilian venture partner	37.7	36.5
Settlement payables	140.9	141.2
Current portion of long-term debt	115.7	259.2
Deferred revenues	287.0	276.5
Total current liabilities	1,104.6	1,354.9
Deferred revenues	51.0	55.9
Deferred income taxes	878.2	872.5
Long-term debt, excluding current portion	4,728.4	4,550.6
Due to Brazilian venture partner	50.3	50.6
Other long-term liabilities	324.8	312.6
Total liabilities	7,137.3	7,197.1
Equity:		
FIS stockholders’ equity:		
Preferred stock, $0.01 par value, 200 shares authorized, none issued and outstanding as of March 31, 2012 and December 31, 2011	—	—
Common stock, $0.01 par value, 600 shares authorized, 384.6 shares issued as of March 31, 2012 and December 31, 2011	3.8	3.8
Additional paid in capital	7,202.5	7,224.7
Retained earnings	1,908.7	1,880.4
Accumulated other comprehensive earnings	63.0	36.3
Treasury stock, $0.01 par value, 89.3 and 91.7 shares as of March 31, 2012 and December 31, 2011, respectively, at cost	(2,563.0)	(2,642.2)
Total FIS stockholders’ equity	6,615.0	6,503.0
Noncontrolling interest	152.1	148.2
Total equity	6,767.1	6,651.2
Total liabilities and equity	$ 13,904.4	$ 13,848.3

See accompanying notes to unaudited condensed consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Earnings
(In millions, except per share data)
(Unaudited)

	Three months ended March 31, 2012	Three months ended March 31, 2011
Processing and services revenues (for related party activity, see note 2)	$ 1,446.9	$ 1,383.4
Cost of revenues	1,010.3	996.0
Gross profit	436.6	387.4
Selling, general, and administrative expenses (for related party activity, see note 2)	207.1	173.5
Operating income	229.5	213.9
Other income (expense):		
Interest expense, net	(59.4)	(68.0)
Other income (expense), net	(20.9)	3.3
Total other income (expense)	(80.3)	(64.7)
Earnings from continuing operations before income taxes	149.2	149.2
Provision for income taxes	50.4	52.3
Earnings from continuing operations, net of tax	98.8	96.9
Earnings (loss) from discontinued operations, net of tax	(8.7)	(3.3)
Net earnings	90.1	93.6
Net (earnings) loss attributable to noncontrolling interest	(3.0)	(0.8)
Net earnings attributable to FIS	$ 87.1	$ 92.8
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	$ 0.33	$ 0.32
Net earnings (loss) per share — basic from discontinued operations attributable to FIS common stockholders	(0.03)	(0.01)
Net earnings per share — basic attributable to FIS common stockholders *	$ 0.30	$ 0.31
Weighted average shares outstanding — basic	289.7	301.5
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	$ 0.32	$ 0.31
Net earnings (loss) per share — diluted from discontinued operations attributable to FIS common stockholders	(0.03)	(0.01)
Net earnings per share — diluted attributable to FIS common stockholders *	$ 0.29	$ 0.30
Weighted average shares outstanding — diluted	295.4	308.7
Cash dividends paid per share	$ 0.20	$ 0.05
Amounts attributable to FIS common stockholders:		
Earnings from continuing operations, net of tax	$ 95.8	$ 96.1
Earnings (loss) from discontinued operations, net of tax	(8.7)	(3.3)
Net earnings attributable to FIS	$ 87.1	$ 92.8

* Amounts may not sum due to rounding.

See accompanying notes to unaudited condensed consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Earnings
(In millions, except per share data)
(Unaudited)

	Three months ended March 31,			
	2012		2011	
Net earnings		$ 90.1		$ 93.6
Other comprehensive earnings, before tax:				
Unrealized gain (loss) on investments and derivatives	$ 8.3		$ (8.2)	
Reclassification adjustment for gains included in net earnings	—		(3.1)	
Unrealized gain (loss) on investments and derivatives, net	8.3		(11.3)	
Foreign currency translation adjustments	24.4		26.9	
Other comprehensive earnings, before tax	32.7		15.6	
Provision for income tax expense (benefit) related to items of other comprehensive earnings	3.8		(3.9)	
Other comprehensive earnings, net of tax	$ 28.9	28.9	$ 19.5	19.5
Comprehensive earnings		119.0		113.1
Less: comprehensive earnings attributable to noncontrolling interest		(5.2)		(3.2)
Comprehensive earnings attributable to FIS		$ 113.8		$ 109.9

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statement of Equity
Three months ended March 31, 2012
(In millions, except per share amounts)
(Unaudited)

	Number of shares		Amount							
			FIS Stockholders							
	Common shares	Treasury shares	Common stock	Additional paid in capital	Retained earnings	Accumulated other comprehensive earnings	Treasury stock	Noncontrolling interest	Total equity
Balances, December 31, 2011	384.6	(91.7)	$ 3.8	$ 7,224.7	$ 1,880.4	$ 36.3	$ (2,642.2)	$ 148.2	$ 6,651.2
Exercise of stock options and stock purchase right	—	6.2	—	(55.5)	—	—	183.9	—	128.4
Treasury shares held for taxes due upon exercise of stock options	—	(0.1)	—	—	—	—	(3.7)	—	(3.7)
Excess income tax benefit from exercise of stock options	—	—	—	7.0	—	—	—	—	7.0
Stock-based compensation	—	—	—	26.3	—	—	—	—	26.3
Cash dividends paid ($0.20 per share per quarter) and other distributions	—	—	—	—	(58.8)	—	—	(1.3)	(60.1)
Purchases of treasury stock	—	(3.7)	—	—	—	—	(101.0)	—	(101.0)
Net earnings	—	—	—	—	87.1	—	—	3.0	90.1
Other comprehensive earnings	—	—	—	—	—	26.7	—	2.2	28.9
Balances, March 31, 2012	384.6	(89.3)	$ 3.8	$ 7,202.5	$ 1,908.7	$ 63.0	$ (2,563.0)	$ 152.1	$ 6,767.1

See accompanying notes to unaudited condensed consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(In millions)
(Unaudited)

	Three months ended March 31,	
	2012	**2011**
Cash flows from operating activities:		
Net earnings	$ 90.1	$ 93.6
Adjustment to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	158.1	154.4
Amortization of debt issue costs	21.4	3.6
Stock-based compensation	26.3	15.4
Deferred income taxes	19.0	21.4
Excess income tax benefit from exercise of stock options	(7.0)	(4.9)
Other operating activities, net	—	(4.5)
Net changes in assets and liabilities, net of effects from acquisitions and foreign currency:		
Trade receivables	(21.1)	—
Settlement activity	2.4	58.3
Prepaid expenses and other assets	(6.1)	(17.6)
Deferred contract costs	(17.9)	(18.2)
Deferred revenue	3.3	1.3
Accounts payable, accrued liabilities, and other liabilities	(64.7)	(42.6)
Net cash provided by operating activities	203.8	260.2
Cash flows from investing activities:		
Additions to property and equipment	(24.2)	(20.4)
Additions to computer software	(40.8)	(51.2)
Net proceeds from sale of assets	—	5.9
Acquisitions, net of cash acquired	—	(12.8)
Net cash used in investing activities	(65.0)	(78.5)
Cash flows from financing activities:		
Borrowings	4,631.7	2,732.2
Repayment of borrowings	(4,598.5)	(2,912.7)
Debt issuance costs	(44.5)	—
Excess income tax benefit from exercise of stock options	7.0	4.9
Proceeds from exercise of stock options, net of tax withholding	124.7	51.5
Treasury stock purchases	(136.0)	—
Dividends paid	(58.8)	(15.2)
Other financing activities, net	(1.4)	(0.8)
Net cash used in financing activities	(75.8)	(140.1)
Effect of foreign currency exchange rate changes on cash	3.2	4.5
Net increase (decrease) in cash and cash equivalents	66.2	46.1
Cash and cash equivalents, beginning of period	415.5	338.0
Cash and cash equivalents, end of period	$ 481.7	$ 384.1
Supplemental cash flow information:		
Cash paid for interest	$ 82.1	$ 88.2
Cash paid for income taxes	$ 19.5	$ 12.6

See accompanying notes to unaudited condensed consolidated financial statements.

**FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

Unless stated otherwise or the context otherwise requires, all references to "FIS," "we," the "Company" or the "registrant" are to Fidelity National Information Services, Inc., a Georgia corporation, and its subsidiaries; all references to "Metavante" are to Metavante Technologies, Inc., and its subsidiaries, as acquired by FIS on October 1, 2009; and all references to "Capco" are to The Capital Markets Company N.V., as acquired by FIS on December 2, 2010.

(1) Basis of Presentation

The unaudited financial information included in this report includes the accounts of FIS and its subsidiaries prepared in accordance with U.S. generally accepted accounting principles and the instructions to Form 10-Q and Article 10 of Regulation S-X. All adjustments considered necessary for a fair presentation have been included. This report should be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2011. The preparation of these Condensed Consolidated Financial Statements (Unaudited) in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Condensed Consolidated Financial Statements (Unaudited) and the reported amounts of revenues and expenses during the reported periods. Actual results could differ from those estimates. Certain reclassifications have been made in the 2011 Condensed Consolidated Financial Statements (Unaudited) to conform to the classifications used in 2012.

We report the results of our operations in four reporting segments: 1) Financial Solutions Group ("FSG"), 2) Payment Solutions Group ("PSG"), 3) International Solutions Group ("ISG") and 4) Corporate and Other (Note 11).

(2) Related Party Transactions

We are party to certain related party agreements described below.

Revenues and Expenses

A detail of related party items included in revenues for the three months ended March 31, 2012 and 2011 is as follows (in millions):

	Three months ended March 31,	
	2012	2011
Banco Bradesco Brazilian Venture revenue	$ 75.4	$ 66.5
Banco Bradesco item processing revenue	0.1	1.2
FNF data processing services revenue	12.0	11.7
Ceridian data processing and services revenue	18.7	13.9
Total related party revenues	$ 106.2	$ 93.3

A detail of related party items included in selling, general and administrative expenses (net of expense reimbursements) for the three months ended March 31, 2012 and 2011 is as follows (in millions):

	Three months ended March 31,	
	2012	2011
Administrative corporate support and other services with FNF	$ 1.1	$ 1.1
Employee benefits services with Ceridian	0.2	0.1
Total related party expenses	$ 1.3	$ 1.2

Brazilian Venture

The Company operates a venture ("Brazilian Venture") with Banco Bradesco S.A. (“Banco Bradesco”) in which we own a 51% controlling interest, to provide comprehensive, fully outsourced card processing services to Brazilian card issuers, including Banco Bradesco. The Brazilian Venture currently processes approximately 50.0 million cards for clients in Brazil and provides call center, cardholder support and collection services for their card portfolios.

FNF

We provide data processing services to Fidelity National Financial, Inc. ("FNF"), our former parent, consisting primarily of infrastructure support and data center management. The Vice Chairman of the Board of Directors of FIS is currently the Chairman of the Board of Directors of FNF. Our agreement with FNF runs through September 30, 2013, with an option to renew for one or two additional years, subject to certain early termination provisions (including the payment of minimum monthly service and termination fees). We also incur expenses for amounts paid by us to FNF to lease certain real estate and under cost-sharing agreements to use certain corporate aircraft.

Ceridian

We provide data processing services to Ceridian Corporation (“Ceridian”) and Ceridian provides us with outsourced employee benefits services. FNF holds an approximate 33% equity interest in Ceridian.

We believe the amounts earned from or charged by us under each of the foregoing arrangements are fair and reasonable. We believe our service arrangements are priced within the range of prices we offer to third parties. However, the amounts we earned or that were charged under these arrangements were not negotiated at arm's-length, and may not represent the terms that we might have obtained from an unrelated third party.

(3) Unaudited Net Earnings per Share

The basic weighted average shares and common stock equivalents for the three months ended March 31, 2012 and 2011 are computed using the treasury stock method.

The following table summarizes the earnings per share attributable to FIS common stockholders for the three months ended March 31, 2012 and 2011 (in millions, except per share amounts):

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

	Three months ended March 31,	
	2012	2011
Earnings from continuing operations attributable to FIS, net of tax	$ 95.8	$ 96.1
Earnings (loss) from discontinued operations attributable to FIS, net of tax	(8.7)	(3.3)
Net earnings attributable to FIS	$ 87.1	$ 92.8
Weighted average shares outstanding — basic	289.7	301.5
Plus: Common stock equivalent shares	5.7	7.2
Weighted average shares outstanding — diluted	295.4	308.7
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	$ 0.33	$ 0.32
Net earnings (loss) per share — basic from discontinued operations attributable to FIS common stockholders	(0.03)	(0.01)
Net earnings per share — basic attributable to FIS common stockholders *	$ 0.30	$ 0.31
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	$ 0.32	$ 0.31
Net earnings (loss) per share — diluted from discontinued operations attributable to FIS common stockholders	(0.03)	(0.01)
Net earnings per share — diluted attributable to FIS common stockholders *	$ 0.29	$ 0.30

* amounts may not sum due to rounding.

Options to purchase approximately 4.1 million and 5.0 million shares of our common stock for the three months ended March 31, 2012 and 2011, respectively, were not included in the computation of diluted earnings per share because they were anti-dilutive.

(4) Discontinued Operations

Brazil Item Processing and Remittance Services Operations

As previously disclosed, during the third quarter 2010, the Company decided to pursue strategic alternatives for Fidelity National Participacoes Ltda. (“Participacoes”). There were no revenues for the 2012 period and revenues of $9.6 million for the 2011 first quarter. Participacoes had losses before taxes of $13.0 million and $4.8 million during the three months ended March 31, 2012 and 2011, respectively. The operating results of Participacoes are recorded as discontinued operations in the Condensed Consolidated Statements of Earnings (Unaudited). Participacoes' processing volume was transitioned to other vendors or back to its customers during the second quarter of 2011. As a result of the dismissal of employees related to the shut-down activities completed in 2011, the three months ended March 31, 2012 and 2011 included charges of $11.6 million and $10.1 million, respectively, to increase our accrual for potential labor claims. Former employees have up to two years from the date of termination to file labor claims. Consequently, we expect to have continued exposure to such claims, which were not transferred with other assets and liabilities in the disposal. Our accrued liability for labor claims is $37.6 million as of March 31, 2012. Any changes in the estimated liability related to these labor claims will also be recorded as discontinued operations.

(5) Condensed Consolidated Financial Statement Details

The following tables show the Company’s condensed consolidated financial statement details as of March 31, 2012 and December 31, 2011 (in millions):

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

	March 31, 2012			December 31, 2011		
	Cost	Accumulated depreciation and amortization	Net	Cost	Accumulated depreciation and amortization	Net
Property and equipment	$ 912.8	$ 498.4	$ 414.4	$ 882.7	$ 468.2	$ 414.5
Intangible assets	$ 3,061.1	$ 1,218.4	$ 1,842.7	$ 3,053.4	$ 1,150.1	$ 1,903.3
Computer software	$ 1,537.5	$ 659.5	$ 878.0	$ 1,517.0	$ 635.5	$ 881.5

The Company entered into capital lease obligations of $1.5 million and $31.4 million during the three months ended March 31, 2012 and year ended December 31, 2011, respectively for certain computer hardware and software. The assets are included in property and equipment and computer software and the remaining capital lease obligation is classified as long-term debt on our Condensed Consolidated Balance Sheet as of March 31, 2012. Periodic payments are included in repayment of borrowings on the Condensed Consolidated Statements of Cash Flows.

(6) Long-Term Debt

Long-term debt as of March 31, 2012 and December 31, 2011 consisted of the following (in millions):

	March 31, 2012	December 31, 2011
Term Loan A-2, secured (1)	250.0	2,088.6
Term Loan A-3, secured, quarterly principal amortization (2)	2,100.0	—
New Term Loan B, secured (3)	200.0	1,250.0
Senior Notes due 2017, unsecured, interest payable semi-annually at 7.625%	750.0	750.0
Senior Notes due 2020, unsecured, interest payable semi-annually at 7.875%	500.0	500.0
Senior Notes due 2022, unsecured, interest payable semi-annually at 5.000%	700.0	—
Revolving Loan, secured (4)	299.7	175.0
Other	44.4	46.2
	4,844.1	4,809.8
Current portion	(115.7)	(259.2)
Long-term debt, excluding current portion	$ 4,728.4	$ 4,550.6

(1) Interest on the Term Loan A-2 is generally payable at LIBOR plus an applicable margin of up to 2.50% based upon the Company's leverage ratio, as defined in the FIS Credit Agreement. As of March 31, 2012, the weighted average interest rate on the Term Loan A-2 was 2.49%.
(2) Interest on the Term Loan A-3 is generally payable at LIBOR plus an applicable margin of up to 2.25% based upon the Company's corporate credit ratings and the ratings on the FIS Credit Agreement. As of March 31, 2012, the weighted average interest rate on the Term Loan A-2 was 2.24%.
(3) Interest on the New Term Loan B is generally payable at LIBOR plus an applicable margin of 3.25%, subject to a LIBOR floor of 1.00%. As of March 31, 2012, the interest rate on the New Term Loan B was 4.25%.
(4) Interest on the Revolving Loan is generally payable at LIBOR plus an applicable margin of up to 2.25% plus an unused commitment fee of up to 0.35%, each based upon the Company's corporate credit ratings and the ratings on the FIS Credit Agreement. As of March 31, 2012, the applicable margin on the Revolving Loan, excluding facility fees and unused commitment fees, was 2.00%.

On March 30, 2012, FIS amended and restated its syndicated credit agreement (the “FIS Credit Agreement”). The FIS Credit Agreement, as of March 31, 2012, provides total committed capital of $3,700.0 million comprised of: (1) a revolving credit facility in an aggregate maximum principal amount of $1,150.0 million maturing on March 30, 2017 (the “Revolving Loan”); and (2) an aggregate of $2,550.0 million of term loans consisting of $250.0 million maturing on July 18, 2014 (the “Term Loan A-2”), $200.0 million maturing on July 18, 2016 (the "New Term Loan B") and $2,100.0 million maturing on March 30, 2017 (the "Term Loan A-3" and together with the Term Loan A-2 and the New Term Loan B, the "Term Loans"). As of March 31, 2012, the outstanding principal balance of the Revolving Loan was $299.7 million, with $849.5 million of borrowing capacity remaining thereunder (net of $0.8 million in outstanding letters of credit issued under the Revolving Loan).

The obligations under the FIS Credit Agreement are guaranteed by substantially all of the domestic subsidiaries of FIS and are secured by a pledge of the equity interests issued by substantially all of the domestic subsidiaries of FIS and a pledge of 65% of the equity interests issued by certain foreign subsidiaries of FIS.

On December 19, 2011, FIS entered into a supplemental indenture whereby FIS issued an additional $150.0 million of our 7.625% Senior Notes due July 16, 2017 (the "Additional 2017 Notes") that have the same terms as the existing Senior Notes due in 2017 (the "2017 Notes").

On March 19, 2012, FIS completed an offering of $700.0 million aggregate principal amount of 5.000% Senior Notes due 2022 (the “2022 Notes” and together with the 2017 Notes, the Additional 2017 Notes and the Senior Notes due in 2020 (the "2020 Notes"), the “Notes”). FIS issued the 2022 Notes under an indenture dated as of March 19, 2012 among FIS, FIS' domestic subsidiaries that guaranteed its amended credit facility (the “Guarantors”) and The Bank of New York Mellon Trust Company, N.A., as trustee.

The Additional 2017 Notes and the 2022 Notes were offered and sold in the United States to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act. The Additional 2017 Notes and the 2022 Notes have not been registered under the Securities Act and may not be offered or sold without registration unless pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and all applicable state laws.

The Notes are fully and unconditionally guaranteed on a senior unsecured basis by each of the Guarantors. The Notes and the related guarantees are general senior unsecured obligations of FIS and the Guarantors and (1) rank equally in right of payment with all of FIS' and the Guarantors' existing and future senior debt, (2) are effectively junior to all of FIS' and the Guarantors' existing and future secured debt to the extent of the value of the assets securing that secured debt, (3) are effectively junior to all existing and future debt and liabilities of FIS' non-guarantor subsidiaries and (4) rank senior in right of payment to all of FIS' future debt, if any, that is by its terms expressly subordinated to the Notes.

The following table summarizes the mandatory annual principal payments pursuant to the FIS Credit Agreement and the Notes' indentures as of March 31, 2012 (in millions). There are no mandatory principal payments on the Revolving Loan and any balance outstanding on the Revolving Loan will be due and payable at its scheduled maturity date:

	Term Loan A-2	Term Loan A-3	New Term Loan B	2017 Notes	2020 Notes	2022 Notes	Total
2012	$ —	$ 78.8	$ —	$ —	$ —	$ —	$ 78.8
2013	—	144.4	—	—	—	—	144.4
2014	250.0	196.9	—	—	—	—	446.9
2015	—	288.8	—	—	—	—	288.8
2016	—	393.8	200.0	—	—	—	593.8
Thereafter	—	997.3	—	750.0	500.0	700.0	2,947.3
Total	$ 250.0	$ 2,100.0	$ 200.0	$ 750.0	$ 500.0	$ 700.0	$ 4,500.0

Our New Term Loan B and Notes are held by a number of institutional investors. As of March 31, 2012, $2.1 million of New Term Loan B and $41.8 million of Notes were held by FNF.

We monitor the financial stability of our counterparties on an ongoing basis. The lender commitments under the undrawn portions of the Revolving Loan are comprised of a diversified set of financial institutions, both domestic and international. The combined commitments of our top 10 revolving lenders comprise about 66% of our Revolving Loan. The failure of any single lender to perform their obligations under the Revolving Loan would not adversely impact our ability to fund operations. If the single largest lender were to default under the terms of the FIS Credit Agreement (impacting the capacity of the Revolving Loan), the maximum loss of available capacity on the undrawn portion of the Revolving Loan, as of March 31, 2012, would be approximately $80.6 million.

In connection with the March 2012 refinancing and bond offering, we wrote off certain previously capitalized debt issuance costs and transaction expenses totaling $18.4 million and capitalized $29.3 million of other costs. Debt issuance costs of $60.3 million, net of accumulated amortization, remain capitalized as of March 31, 2012, related to all of the above credit facilities.

The fair value of the Company's long-term debt is estimated to be approximately $104.5 million higher than the carrying value as of March 31, 2012. This estimate is based on quoted prices of our Notes and trades of our other debt in close proximity to March 31, 2012, which are considered Level 2-type measurements. This estimate is subjective in nature and involves uncertainties and significant judgment in the interpretation of current market data. Therefore, the values presented are not necessarily indicative of amounts the Company could realize or settle currently.

As of March 31, 2012, we have entered into the following interest rate swap transactions converting a portion of the interest rate exposure on our Term Loans and Revolving Loan from variable to fixed (in millions):

Effective date	Termination date	Notional amount	Bank pays variable rate of	FIS pays fixed rate of
November 1, 2010	November 1, 2012	150.0	1 Month LIBOR (1)	0.50% (2)
February 1, 2011	February 1, 2013	200.0	1 Month LIBOR (1)	0.62% (2)
May 3, 2011	May 1, 2013	400.0	1 Month LIBOR (1)	0.73% (2)
September 1, 2011	September 1, 2014	150.0	1 Month LIBOR (1)	0.74% (2)
September 1, 2011	September 1, 2014	150.0	1 Month LIBOR (1)	0.74% (2)
September 1, 2011	September 1, 2014	300.0	1 Month LIBOR (1)	0.72% (2)
		$ 1,350.0		

(1) 0.24% in effect as of March 31, 2012.
(2) Does not include the applicable margin and facility fees paid to lenders on the Term Loans and Revolving Loan as described above.

We have designated these interest rate swaps as cash flow hedges and, as such, they are carried on the Condensed Consolidated Balance Sheets at fair value with changes in fair value included in other comprehensive earnings, net of tax.

A summary of the fair value of the Company's derivative instruments is as follows (in millions):

	March 31, 2012		December 31, 2011	
	Balance sheet location	Fair value	Balance sheet location	Fair value
Interest rate swap contracts	Accounts payable and accrued liabilities	$ 0.9	Accounts payable and accrued liabilities	$ 3.4
Interest rate swap contracts	Other long-term liabilities	5.5	Other long-term liabilities	4.0
Total derivatives designated as hedging instruments		$ 6.4		$ 7.4

In accordance with the authoritative guidance for fair value measurements, the inputs used to determine the estimated fair value of our interest rate swaps are Level 2-type measurements. We considered our own credit risk and the credit risk of the counterparties when determining the fair value of our interest rate swaps. Adjustments are made to these amounts and to accumulated other comprehensive earnings ("AOCE") within the Condensed Consolidated Statements of Equity and Comprehensive Earnings as the factors that impact fair value change, including current and projected interest rates, time to maturity and required cash transfers/settlements with our counterparties. Periodic actual and estimated settlements with counterparties are recorded to interest expense as a yield adjustment to effectively fix the otherwise variable rate interest expense associated with the Term Loans and Revolving Loan.

A summary of the effect of derivative instruments on the Company's Condensed Consolidated Statements of Comprehensive Earnings and recognized in AOCE for the years ended March 31, 2012 and 2011 is as follows (in millions):

Derivatives in cash flow hedging relationships	Amount of loss recognized in AOCE on derivatives, Three months ended March 31, 2012	2011	Location of loss reclassified from AOCE into income	Amount of loss reclassified from AOCE into income, Three months ended March 31, 2012	2011
Interest rate swap contracts	$ (1.8)	$ (0.7)	Interest expense	$ (2.5)	$ (6.5)

Approximately $2.7 million of the balance in AOCE as of March 31, 2012 is expected to be reclassified into income over the next twelve months.

Our existing cash flow hedges are highly effective and there was no impact on earnings due to hedge ineffectiveness. It is our practice to execute such instruments with credit-worthy banks at the time of execution and not to enter into derivative financial instruments for speculative purposes. As of March 31, 2012, we believe that our interest rate swap counterparties will be able to fulfill their obligations under our agreements and we believe we will have debt outstanding through the various expiration dates of the swaps such that the forecasted transactions remain probable of occurring.

(7) Supplemental Guarantor Financial Information

The following supplemental financial information sets forth for FIS and its guarantor and non-guarantor subsidiaries: (a) the Condensed Consolidating Balance Sheets as of March 31, 2012 and December 31, 2011; (b) the Condensed Consolidating Statements of Earnings and Comprehensive Earnings for the three months ended March 31, 2012 and 2011; and (c) the Condensed Consolidating Statements of Cash Flows for the three months ended March 31, 2012 and 2011.

	March 31, 2012				
	FIS	Guarantor subsidiaries	Non-guarantor subsidiaries	Eliminations	Consolidated
			(in millions)		
Assets					
Current assets:					
Cash and cash equivalents	$ 12.7	$ 173.8	$ 295.2	$ —	$ 481.7
Settlement deposits	—	31.5	0.2	—	31.7
Trade receivables, net	—	696.3	193.0	—	889.3
Investment in subsidiaries, intercompany and receivables from related parties	9,639.6	8,361.4	1,061.0	(19,002.6)	59.4
Other current assets	8.7	230.5	66.3	—	305.5
Total current assets	9,661.0	9,493.5	1,615.7	(19,002.6)	1,767.6
Property and equipment, net	1.6	344.3	68.5	—	414.4
Goodwill	—	7,401.1	1,144.4	—	8,545.5
Intangible assets, net	—	1,413.7	429.0	—	1,842.7
Computer software, net	32.8	669.3	175.9	—	878.0
Other noncurrent assets	97.3	241.3	117.6	—	456.2
Total assets	$ 9,792.7	$ 19,563.2	$ 3,551.1	$ (19,002.6)	$ 13,904.4
Liabilities and Equity					
Current liabilities:					
Accounts payable and accrued liabilities	$ 80.2	$ 186.5	$ 256.6	$ —	$ 523.3
Settlement payables	—	132.2	8.7	—	140.9
Current portion of long-term debt	105.0	10.4	0.3	—	115.7
Deferred revenues	5.7	203.7	77.6	—	287.0
Other current liabilites	—	—	37.7	—	37.7
Total current liabilities	190.9	532.8	380.9	—	1,104.6
Deferred income taxes	—	878.4	(0.2)	—	878.2
Long-term debt, excluding current portion	4,716.5	11.8	0.1	—	4,728.4
Other long-term liabilities	18.3	109.6	298.2	—	426.1
Total liabilities	4,925.7	1,532.6	679.0	—	7,137.3
Total equity	4,867.0	18,030.6	2,872.1	(19,002.6)	6,767.1
Total liabilities and equity	$ 9,792.7	$ 19,563.2	$ 3,551.1	$ (19,002.6)	$ 13,904.4

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	December 31, 2011				
	FIS	Guarantor subsidiaries	Non-guarantor subsidiaries	Eliminations	Consolidated
	(in millions)				
Assets					
Current assets:					
Cash and cash equivalents	$ 19.4	$ 163.3	$ 232.8	$ —	$ 415.5
Settlement deposits	—	43.9	—	—	43.9
Trade receivables, net	—	689.5	169.0	—	858.5
Investment in subsidiaries, intercompany and receivables from related parties	9,564.7	8,133.7	1,089.0	(18,730.5)	56.9
Other current assets	11.9	231.7	64.3	—	307.9
Total current assets	9,596.0	9,262.1	1,555.1	(18,730.5)	1,682.7
Property and equipment, net	1.4	347.7	65.4	—	414.5
Goodwill	—	7,398.5	1,144.3	—	8,542.8
Intangible assets, net	—	1,471.2	432.1	—	1,903.3
Computer software, net	32.7	673.9	174.9	—	881.5
Other noncurrent assets	77.6	230.5	115.4	—	423.5
Total assets	$ 9,707.7	$ 19,383.9	$ 3,487.2	$ (18,730.5)	$ 13,848.3
Liabilities and Equity					
Current liabilities:					
Accounts payable and accrued liabilities	$ 152.0	$ 256.9	$ 232.6	$ —	$ 641.5
Settlement payables	—	136.0	5.2	—	141.2
Current portion of long-term debt	248.4	10.5	0.3	—	259.2
Deferred revenues	—	205.8	70.7	—	276.5
Other current liabilites	—	—	36.5	—	36.5
Total current liabilities	400.4	609.2	345.3	—	1,354.9
Deferred income taxes	—	871.4	1.1	—	872.5
Long-term debt, excluding current portion	4,537.3	13.2	0.1	—	4,550.6
Other long-term liabilities	19.0	111.6	288.5	—	419.1
Total liabilities	4,956.7	1,605.4	635.0	—	7,197.1
Total equity	4,751.0	17,778.5	2,852.2	(18,730.5)	6,651.2
Total liabilities and equity	$ 9,707.7	$ 19,383.9	$ 3,487.2	$ (18,730.5)	$ 13,848.3

	Three months ended March 31, 2012				
	FIS	Guarantor subsidiaries	Non-guarantor subsidiaries	Eliminations	Consolidated
	(in millions)				
Processing and services revenues	$ —	$ 1,154.0	$ 292.9	$ —	$ 1,446.9
Operating expenses	64.5	893.4	259.5	—	1,217.4
Operating income	(64.5)	260.6	33.4	—	229.5
Other income (expense):					
Interest expense, net	(58.1)	(0.1)	(1.2)	—	(59.4)
Other income (expense)	(16.4)	(3.8)	(0.7)	—	(20.9)
Net earnings (loss) of equity affiliates	191.4	—	—	(191.4)	—
Total other income (expense)	116.9	(3.9)	(1.9)	(191.4)	(80.3)
Earnings (loss) from continuing operations before income taxes	52.4	256.7	31.5	(191.4)	149.2
Provision for income taxes	(46.4)	85.7	11.1	—	50.4
Net earnings (loss) from continuing operations	98.8	171.0	20.4	(191.4)	98.8
Earnings (loss) from discontinued operations, net of tax	(8.7)	—	(8.7)	8.7	(8.7)
Net earnings (loss)	90.1	171.0	11.7	(182.7)	90.1
Net (earnings) loss attributable to noncontrolling interest	(3.0)	0.3	(3.3)	3.0	(3.0)
Net earnings (loss) attributable to FIS common stockholders	$ 87.1	$ 171.3	$ 8.4	$ (179.7)	$ 87.1
Comprehensive earnings (loss) attributable to FIS	$ 113.8	$ 172.4	$ 35.3	$ (207.7)	$ 113.8

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

	Three months ended March 31, 2011				
	FIS	Guarantor subsidiaries	Non-guarantor subsidiaries	Eliminations	Consolidated
	(in millions)				
Processing and services revenues	$ —	$ 1,083.5	$ 299.9	$ —	$ 1,383.4
Operating expenses	45.3	836.7	287.5	—	1,169.5
Operating income	(45.3)	246.8	12.4	—	213.9
Other income (expense):					
Interest expense, net	(64.7)	—	(3.3)	—	(68.0)
Other income (expense)	(0.8)	(0.9)	5.0	—	3.3
Net earnings (loss) of equity affiliates	165.6	—	—	(165.6)	—
Total other income (expense)	100.1	(0.9)	1.7	(165.6)	(64.7)
Earnings (loss) from continuing operations before income taxes	54.8	245.9	14.1	(165.6)	149.2
Provision for income taxes	(42.1)	90.2	4.2	—	52.3
Net earnings (loss) from continuing operations	96.9	155.7	9.9	(165.6)	96.9
Earnings (loss) from discontinued operations, net of tax	(3.3)	—	(3.3)	3.3	(3.3)
Net earnings (loss)	93.6	155.7	6.6	(162.3)	93.6
Net (earnings) loss attributable to noncontrolling interest	(0.8)	0.1	(0.9)	0.8	(0.8)
Net earnings (loss) attributable to FIS common stockholders	$ 92.8	$ 155.8	$ 5.7	$ (161.5)	$ 92.8
Comprehensive earnings (loss) attributable to FIS	$ 109.9	$ 154.9	$ 16.6	$ (171.5)	$ 109.9

	Three months ended March 31, 2012				
	FIS	Guarantor subsidiaries	Non-guarantor subsidiaries	Eliminations	Consolidated
	(in millions)				
Cash flows from operating activities	$ (68.7)	$ 218.4	$ 45.4	$ 8.7	$ 203.8
Cash flows from investing activities	(2.1)	(54.5)	(8.4)	—	(65.0)
Cash flows from financing activities	64.1	(153.4)	22.2	(8.7)	(75.8)
Effect of foreign currency exchange rates on cash	—	—	3.2	—	3.2
Net increase (decrease) in cash	$ (6.7)	$ 10.5	$ 62.4	$ —	$ 66.2

	Three months ended March 31, 2011				
	FIS	Guarantor subsidiaries	Non-guarantor subsidiaries	Eliminations	Consolidated
	(in millions)				
Cash flows from operating activities	$ (124.6)	$ 323.8	$ 51.2	$ 9.8	$ 260.2
Cash flows from investing activities	(1.5)	(52.9)	(24.1)	—	(78.5)
Cash flows from financing activities	134.7	(269.9)	4.9	(9.8)	(140.1)
Effect of foreign currency exchange rates on cash	—	—	4.5	—	4.5
Net increase (decrease) in cash	$ 8.6	$ 1.0	$ 36.5	$ —	$ 46.1

(8) Commitments and Contingencies

Litigation

In the ordinary course of business, the Company is involved in various pending and threatened litigation matters related to operations, some of which include claims for punitive or exemplary damages. The Company believes that no actions, other than the matters listed below, depart from customary litigation incidental to its business. As background to the disclosures below, please note the following:

- These matters raise difficult and complicated factual and legal issues and are subject to many uncertainties and complexities.

- The Company reviews these matters on an on-going basis and follows the authoritative provisions for accounting for contingencies when making accrual and disclosure decisions. A liability must be accrued if (a) it is probable that a liability has been incurred and (b) the amount of loss can be reasonably estimated. If one of these criteria has not been met, disclosure is required when there is at least a reasonable possibility that a loss may have been incurred. When assessing reasonably possible and probable outcomes, the Company bases decisions on the assessment of the ultimate outcome following all appeals. Legal fees associated with defending these matters are expensed as incurred.

Searcy, Gladys v. eFunds Corporation

This is a nationwide putative class action that was filed against our subsidiary eFunds and its affiliate Deposit Payment Protection Services, Inc. in the U.S. District Court for the Northern District of Illinois during the first quarter of 2008. The complaint seeks damages for an alleged willful violation of the Fair Credit Reporting Act ("FCRA") in connection with the operation of the Shared Check Authorization Network. Plaintiff's principal allegation is that consumers did not receive appropriate disclosures pursuant to §1681g of the FCRA because the disclosures did not include: (i) all information in the consumer's file at the time of the request; (ii) the source of the information in the consumer's file; and/or (iii) the names of any persons who requested information related to the consumer's check writing history during the prior year. Plaintiff filed a motion for class certification, which was granted with respect to two subclasses during the first quarter of 2010. The motion was denied with respect to all other subclasses. The Company filed a motion for reconsideration. The motion was granted and the two subclasses were decertified. The plaintiff also filed motions to amend her complaint to add two additional plaintiffs to the lawsuit. The court granted the motions. During the second quarter of 2010, the Company filed a motion for summary judgment as to the original plaintiff and a motion for sanctions against the plaintiff and her counsel based on plaintiff's alleged false statements that were filed in support of the motion for class certification. In the third quarter of 2010, the court denied the motion for summary judgment and granted in part and denied in part the motion for sanctions. The Company filed a motion requesting the court to allow it to file an interlocutory appeal on the order denying the motion for summary judgment. The court granted the motion; however, in the first quarter of 2011, the Seventh Circuit Court of Appeals denied the Company's petition for interlocutory appeal. Discovery regarding the new plaintiffs and other matters has been completed. In the first quarter of 2012, plaintiffs filed a renewed motion for class certification. Class certification briefing is ongoing. An estimate of a possible loss or range of loss, if any, for this action cannot be made at this time.

CheckFree Corporation and CashEdge, Inc. v. Metavante Corporation and Fidelity National Information Services, Inc.

This is a patent infringement action that was filed by CheckFree Corporation and CashEdge, Inc., wholly-owned subsidiaries of Fiserv, Inc., against Fidelity National Information Services, Inc. and our subsidiary, Metavante Corporation (collectively the "Defendants") in the U.S. District Court for the Middle District of Florida, Jacksonville Division on January 5, 2012. The complaint seeks damages, injunctive relief and attorneys' fees for the alleged infringement of three patents. Plaintiffs allege that the Defendants infringe the patents at issue by providing customers financial and payment solutions that process payment instructions, provide electronic biller notifications, and/or process account-to-account funds transfer transactions and have requested financial damages and injunctive relief. On March 13, 2012, the Defendants filed their Answer and Counterclaims to Plaintiffs' complaint for patent infringement denying the claims of patent infringement and asserting defenses, including non-infringement and invalidity. Additionally, Defendants filed counterclaims asserting patent infringement of three patents and adding Fiserv, Inc. as a Counter Defendant. Defendants seek damages, injunctive relief and attorneys' fees. On April 6, 2012, Plaintiffs and Counter Defendant Fiserv, Inc., filed their Answer to Defendants' counterclaims denying the claims of patent infringement and asserting defenses, including non-infringement and invalidity. Due to the early stage of this matter, an estimate of a possible loss or range of loss, if any, for this action cannot be made at this time.

Indemnifications and Warranties

The Company generally indemnifies its customers, subject to certain exceptions, against damages and costs resulting from claims of patent, copyright, or trademark infringement associated with its customers' use of the Company's products or services. Historically, the Company has not made any significant payments under such indemnifications, but continues to monitor the conditions that are subject to the indemnifications to identify whether it is probable that a loss has occurred, and would recognize any such losses when they are estimable. In addition, the Company warrants to customers that its software operates substantially in accordance with the software specifications. Historically, no significant costs have been incurred related to software warranties and no accruals for warranty costs have been made.

(9) Share Repurchase Program

On February 7, 2012, our Board of Directors approved a plan authorizing repurchases of up to $1.0 billion of our outstanding common stock in the open market, at prevailing market prices or in privately negotiated transactions, through December 31, 2015. In January 2012, we repurchased 3.7 million shares of our common stock for $101.0 million at an average price of $27.32 under a previous authorization. The previous authorization was replaced by the February 7, 2012 plan, under which $1.0 billion remained available to repurchase as of March 31, 2012.

(10) Stock Purchase Right

As of the Metavante acquisition date, WPM, L.P., a Delaware limited partnership affiliated with Warburg Pincus Private Equity IX, L.P. (collectively "Warburg Pincus") owned 25% of the outstanding shares of Metavante common stock, and was a party to a purchase right agreement with Metavante that granted Warburg Pincus the right to purchase additional shares of Metavante common stock under certain conditions in order to maintain its relative ownership interest. The Company and Warburg Pincus entered into a replacement stock purchase right agreement effective upon consummation of the merger, granting Warburg Pincus the right to purchase comparable FIS shares in lieu of Metavante shares. The purchase right agreement relates to Metavante employee stock options that were outstanding as of the date of Warburg Pincus' initial investment in Metavante. The stock purchase right may be exercised quarterly for a number of shares equal to one-third of the number of said employee stock options exercised during the preceding quarter, at a price equal to one-third of the aggregate exercise prices for such options. Alternatively, the right may be exercised for a number of shares equal to the difference between (i) one-third of the number of said employee stock options exercised during the preceding quarter and (ii) the quotient of one-third of the aggregate exercise prices of such options exercised divided by the quoted closing price of a common share on the day immediately before exercise of the purchase right, at a price equal to $0.01 per share ("Net Settlement Feature"). During the year ended December 31, 2011, 0.2 million shares were issued relative to fourth quarter 2010 and first, second and third quarter 2011 activity. During the three months ended March 31, 2012, 0.1 million shares were issued to Warburg Pincus relative to 2011 fourth quarter activity. Warburg Pincus paid a nominal amount for these shares under the Net Settlement Feature of the agreement. As of March 31, 2012, approximately 2.4 million employee stock options remained outstanding that were subject to this purchase right; therefore, the right will permit Warburg Pincus to purchase, at most, an additional 0.8 million shares.

(11) Segment Information

Summarized financial information for the Company's segments is shown in the following tables.

As of and for the three months ended March 31, 2012 (in millions):

	FSG	PSG	ISG	Corporate and Other	Total
Processing and services revenues	$ 538.9	$ 630.6	$ 276.8	$ 0.6	$ 1,446.9
Operating expenses	370.6	404.5	243.8	198.5	1,217.4
Operating income	$ 168.3	$ 226.1	$ 33.0	$ (197.9)	229.5
Other income (expense) unallocated					(80.3)
Income from continuing operations					$ 149.2
Depreciation and amortization	$ 40.7	$ 23.3	$ 18.4	$ 75.7	$ 158.1
Capital expenditures (1)	$ 40.3	$ 11.3	$ 10.7	$ 4.2	$ 66.5
Total assets	$ 5,217.9	$ 4,903.0	$ 1,890.2	$ 1,889.4	$ 13,900.5
Goodwill	$ 3,908.5	$ 4,038.2	$ 598.8	$ —	$ 8,545.5

(1) Includes capital leases of $1.5 million for certain computer hardware and software.

As of and for the three months ended March 31, 2011 (in millions):

	FSG	PSG	ISG	Corporate and Other	Total
Processing and services revenues	$ 503.7	$ 614.5	$ 268.1	$ (2.9)	$ 1,383.4
Operating expenses	347.5	418.5	237.6	165.9	1,169.5
Operating income	$ 156.2	$ 196.0	$ 30.5	$ (168.8)	213.9
Other income (expense) unallocated					(64.7)
Income from continuing operations					$ 149.2
Depreciation and amortization	$ 38.9	$ 23.3	$ 18.4	$ 73.8	$ 154.4
Capital expenditures	$ 51.7	$ 11.3	$ 7.0	$ 1.6	$ 71.6
Total assets	$ 5,085.4	$ 4,873.7	$ 1,878.8	$ 2,266.4	$ 14,104.3
Goodwill	$ 3,908.5	$ 4,053.7	$ 606.2	$ —	$ 8,568.4

Customers in Brazil, Germany and the United Kingdom accounted for the majority of the revenues from non-U.S. based customers. Total assets as of March 31, 2012, exclude $3.9 million related to discontinued operations.

Financial Solutions Group

FSG focuses on serving the processing needs of financial institutions, commercial lenders, finance companies and other businesses in North America. FSG's primary software applications function as the underlying infrastructure of a financial institution's processing environment. These applications include core bank processing software, which banks use to maintain the primary records of their customer accounts, and complementary applications and services that interact directly with the core processing applications. FSG offers applications and services through a range of delivery and service models, including on-site outsourcing and remote processing arrangements, as well as on a licensed software basis for installation on customer-owned and operated systems. With the December 2010 acquisition of Capco, we broadened our capabilities to provide strategic integrated consulting, technology and complex, large-scale transformation services.

Payment Solutions Group

PSG provides a comprehensive set of software and services for EFT, network, card processing, image, bill payment, government and healthcare solutions for North America. PSG is focused on servicing the payment and EFT needs of North American headquartered banks and credit unions and independent community and savings institutions.

International Solution Group

ISG offers both financial solutions and payment solutions to a wide array of international financial institutions. Also, this segment includes the Company's consolidated Brazilian Venture (Note 2) and the international operations of Capco. Included in this segment are long-term assets, excluding goodwill and other intangible assets, located outside of the United States totaling $400.0 million and $471.2 million as of March 31, 2012 and 2011, respectively. These assets are predominantly located in Germany, Brazil, the United Kingdom and India.

Corporate and Other

The Corporate and Other segment consists of the corporate overhead costs that are not allocated to operating segments. Corporate overhead costs relate to human resources, finance, legal, accounting, domestic sales and marketing, merger and acquisition activity and amortization of acquisition-related intangibles and other costs that are not considered when management evaluates segment performance.

The Company recorded compensation charges of $18.5 million in the first quarter of 2012 for the accelerated vesting of certain stock option and restricted stock grants pursuant to the changes in roles of William P. Foley, II, Vice Chairman, and Brent B. Bickett, Executive Vice President of Corporate Finance, and for a non-compete and change in role cash payment to Mr. Foley. These charges are included in selling, general and administrative expenses in the Corporate and Other segment.

The Company incurred a loss of approximately $13.0 million during the first quarter of 2011 related to unauthorized activities on our Sunrise card-processing platform, as previously disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2011. The loss was recorded in the Corporate and Other segment.

Unless stated otherwise or the context otherwise requires, all references to "FIS," "we," the "Company" or the "registrant" are to Fidelity National Information Services, Inc., a Georgia corporation, and its subsidiaries; all references to "Metavante" are to Metavante Technologies, Inc., and its subsidiaries, as acquired by FIS on October 1, 2009; and all references to "Capco" are to The Capital Markets Company N.V., as acquired by FIS on December 2, 2010.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with Item 1: Condensed Consolidated Financial Statements (Unaudited) and the Notes thereto included elsewhere in this report. The discussion below contains forward-looking statements within the meaning of the U.S. federal securities laws. Statements that are not historical facts, including statements about our expectations, hopes, intentions, or strategies regarding the future, are forward-looking statements. These statements relate to future events and our future results, and involve a number of risks and uncertainties. Forward-looking statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management. Any statements that refer to beliefs, expectations, projections or other characterizations of future events or circumstances and other statements that are not historical facts are forward-looking statements.

Actual results, performance or achievement could differ materially from those contained in these forward-looking statements. The risks and uncertainties that forward-looking statements are subject to include without limitation: general economic, business and political conditions, including the possibility of intensified international hostilities, acts of terrorism, and changes and conditions in either or both the United States and international lending, capital and financial markets; the effect of legislative initiatives or proposals, statutory changes, governmental or other applicable regulations and/or changes in industry requirements, including privacy regulations; the adequacy of our cash flow and earnings and other conditions which may affect our ability to pay our quarterly dividend at the planned level; the effects of our substantial leverage which may limit the funds available to make acquisitions and invest in our business, pay dividends and repurchase shares; the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in or new laws or regulations affecting the banking, retail and financial services industries or due to financial failures or other setbacks suffered by firms in those industries; changes in the growth rates of the markets for core processing, card issuer, and transaction processing services; failures to adapt our services and products to changes in technology or in the marketplace; internal or external security breaches of our systems, including those relating to the theft of personal information and computer viruses affecting our software or platforms, and the reactions of customers, card associations, government banking regulators and others to any such events; the failure to achieve some or all of the benefits that we expect from acquisitions; our potential inability to find suitable acquisition candidates or finance such acquisitions, which depends upon the availability of adequate cash reserves from operations or of acceptable financing terms and the variability of our stock price, or difficulties in integrating past and future acquired technology or business' operations, services, clients and personnel; competitive pressures on product pricing and services including the ability to attract new, or retain existing, customers; an operational or natural disaster at one of our major operations centers; and other risks detailed in the "Statement Regarding Forward-Looking Information," "Risk Factors" and other sections of the Company's Annual Report on Form 10-K for the year ended December 31, 2011, this Form 10-Q and our other filings with the Securities and Exchange Commission.

Other unknown or unpredictable factors also could have a material adverse effect on our business, financial condition, results of operations and prospects. Accordingly, readers should not place undue reliance on these forward-looking statements. These forward-looking statements are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict. Except as required by applicable law or regulation, we do not undertake (and expressly disclaim) any obligation and do not intend to publicly update or review any of these forward-looking statements, whether as a result of new information, future events or otherwise.

Overview

FIS is a leading global provider dedicated to banking and payments technologies. With a long history deeply rooted in the financial services sector, FIS serves more than 14,000 institutions in over 100 countries. Headquartered in Jacksonville, Florida, FIS employs approximately 33,000 people worldwide and holds leadership positions in payment processing and banking solutions, providing software, services and outsourcing of the technology that drives financial institutions. FIS tops the 2011 annual FinTech 100 list, and is a member of the Fortune 500 U.S. and of the Standard and Poor's (S&P) 500® Index. We have four reporting segments: FSG, PSG, ISG and Corporate and Other. A description of these segments is included in Note 11 to the Notes to Condensed Consolidated Financial Statements (Unaudited). Revenues by segment and the results of operations of our segments are discussed below in Segment Results of Operations.

Business Trends and Conditions

Our revenue is derived from a combination of recurring services, professional services and software license fees. Recurring services, which have historically represented more than 80% of our revenue, are provided under multi-year contracts that contribute relative stability to our revenue stream. However, a significant portion of these recurring revenues are derived from transaction processing fees and fluctuate with the level of deposit and card transactions associated with consumer and commercial activity. Sales of software licenses and professional services are less predictable and can be regarded as discretionary spending by our customers. We continually seek opportunities to enhance revenues and to manage our costs and capital expenditures prudently in light of any shifting revenue trends in response to broader economic conditions.

We acquired Capco in December 2010 to broaden our capabilities to provide strategic and business transformation consulting. While Capco has generated increased revenues, the lower profit margin realized for professional services as compared to our other solutions has resulted in profit margin compression. The addition of Capco has also reduced the relative proportion of our recurring revenue stream.

As the payment market continues to evolve from paper-based to electronic, we continue to add new services responsive to this trend. Card transactions continue to increase as a percentage of total point-of-sale payments, which fuels continuing demand for card-related services. In recent years, we have added a variety of stored-value card types, Internet banking, and electronic bill presentment/payment services, as well as a number of card enhancement and loyalty/reward programs. The common goal of these offerings continues to be convenience and security for the consumer coupled with value to the financial institution. The evolution to electronic transactions also intensifies the vulnerability to fraud, increasing the demand for our risk management solutions. At the same time, the use of checks continues to decline as a percentage of total payments, which negatively impacts our check warranty and item-processing businesses.

We compete for both licensing and outsourcing business, and thus are affected by the decisions of financial institutions to utilize our services under an outsourced arrangement or to process in-house under a software license and maintenance agreement. As a provider of outsourcing solutions, we benefit from multi-year recurring revenue streams, which help moderate the effects of year-to-year economic changes on our results of operations. One of the current trends in the financial services industry from which we are benefiting is the migration by our clients to an outsourced model to improve their profitability.

While we are cautious regarding broader economic improvement, we expect banks to continue investing in new technology and believe we are well positioned to capitalize as the overall market continues to recover. We anticipate consolidation within the banking industry to continue, including additional bank failures and increased merger and acquisition activity. As a whole, consolidation activity is detrimental to our business. Consolidation resulting from specific merger and acquisition transactions may be beneficial or detrimental to our business. When consolidations occur, merger partners often operate disparate systems licensed from competing service providers. The newly formed entity generally makes a determination to migrate its core and payments systems to a single platform. When a financial institution processing client is involved in a consolidation, we may benefit by expanding the use of our services if such services are chosen to survive the consolidation and support the newly combined entity. Conversely, we may lose market share if we are providing services to both entities, or we are not the merging parties' provider of core or payment processing, or if a customer of ours is involved in a consolidation and our services are not chosen to survive the consolidation and support the newly combined entity. It is also possible that larger financial institutions resulting from consolidation would have greater leverage in negotiating terms or could decide to perform in-house some or all of the services that we currently provide or could provide. We seek to mitigate the risks of consolidations by offering other competitive services to take advantage of specific opportunities at the surviving company.

The Dodd-Frank Act and associated Durbin Amendment were passed and signed into law in 2010. The Dodd-Frank Act represents a comprehensive overhaul of the financial services industry within the United States, establishes the new federal Bureau of Consumer Financial Protection and will require this and other federal agencies to implement many new regulations. Regulations under the Durbin Amendment, released by the Federal Reserve in June 2011, mandate a cap on debit transaction interchange fees for card issuers with assets greater than $10.0 billion. This legislated interchange fee cap has the potential to alter the type and/or volume of card-based transactions that we process on behalf of our customers. We believe we are competitively positioned to offset or take advantage of any potential shifts in payment transaction volume as we offer multiple payment solutions and options to our clients. We also believe that compliance with the network exclusivity provisions of the Durbin Amendment, which require all debit card issuers to have at least two unaffiliated networks for purposes of processing signature debit and PIN debit transactions, could positively or negatively impact transaction volumes in our NYCE PIN debit network. These new regulations could result in the need for us to make capital investments to modify our products and services to facilitate our existing customers and potential customers' compliance. Further, the requirements of the new regulations and the timing of their effective dates could result in changes in our customers' business practices that may alter their delivery of services to consumers and the timing of their investment decisions, which could change the demand for our software and services as well as alter the type or volume of transactions that we process on behalf of our customers.

Notwithstanding challenging global economic conditions, our international business continued to experience growth across most major regions during the three months ended March 31, 2012, including Europe. The majority of our European revenue is generated by clients in Germany, France and the United Kingdom. Those countries encountering the most significant economic challenges, including Spain, Italy, Greece, Ireland and Portugal, account for less than 2% of our international revenue base.

As previously disclosed in the first quarter of last year, FIS experienced a security breach against one of our customers on our Sunrise platform. None of our clients suffered a financial loss related to the breach. We took immediate steps to notify the affected clients and remediate the problem, and also hired two third-party firms to conduct an independent review of our information security processes and infrastructure. FIS Executive Management and Board of Directors have been actively engaged in the Company's information security, risk management and internal audit functions before, during and after the Sunrise event, and fully support the Company's actions in these areas.

Based on the nature of our business, we are periodically reviewed by the regulatory agencies that govern financial institutions. Following completion of an interim review in late 2011, the regulators issued a confidential exam report to FIS in February 2012 related to FIS' information security, risk management and internal audit. FIS responded to this report and described the actions that it has taken and will take to address these enhancements. The regulatory agencies distributed a letter to our clients in March 2012 describing its requested FIS enhancements, along with acknowledging FIS' commitment to expeditiously address these requests. We are continuing to work closely with our customers to respond to their questions and update them on the substantial progress that we have made to date in completing these enhancements. We did not see any significant impact from this report on our first quarter results. We will continue to monitor the potential impact, if any, on future periods.

Critical Accounting Policies

There have been no significant changes to our critical accounting policies as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2011.

Transactions with Related Parties

See Note 2 to the Notes to Condensed Consolidated Financial Statements (Unaudited) for a detailed description of transactions with related parties.

Comparisons of three-month periods ended March 31, 2012 and 2011

Consolidated Results of Operations (Unaudited)
(in millions, except per share amounts)

	Three months ended March 31,	
	2012	**2011**
Processing and services revenues	$ 1,446.9	$ 1,383.4
Cost of revenues	1,010.3	996.0
Gross profit	436.6	387.4
Selling, general, and administrative expenses	207.1	173.5
Operating income	229.5	213.9
Other income (expense):		
Interest expense, net	(59.4)	(68.0)
Other income (expense), net	(20.9)	3.3
Total other income (expense)	(80.3)	(64.7)
Earnings from continuing operations before income taxes	149.2	149.2
Provision for income taxes	50.4	52.3
Earnings from continuing operations, net of tax	98.8	96.9
Earnings (loss) from discontinued operations, net of tax	(8.7)	(3.3)
Net earnings	90.1	93.6
Net (earnings) loss attributable to noncontrolling interest	(3.0)	(0.8)
Net earnings attributable to FIS	$ 87.1	$ 92.8
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	$ 0.33	$ 0.32
Net earnings (loss) per share — basic from discontinued operations attributable FIS common stockholders	(0.03)	(0.01)
Net earnings per share — basic attributable to FIS common stockholders	$ 0.30	$ 0.31
Weighted average shares outstanding — basic	289.7	301.5
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	$ 0.32	$ 0.31
Net earnings (loss) per share — diluted from discontinued operations attributable to FIS common stockholders	(0.03)	(0.01)
Net earnings per share — diluted attributable to FIS common stockholders	$ 0.29	$ 0.30
Weighted average shares outstanding — diluted	295.4	308.7
Amounts attributable to FIS common stockholders:		
Earnings from continuing operations, net of tax	$ 95.8	$ 96.1
Earnings (loss) from discontinued operations, net of tax	(8.7)	(3.3)
Net earnings attributable to FIS	$ 87.1	$ 92.8

Processing and Services Revenues

Processing and services revenues totaled $1,446.9 million and $1,383.4 million during the three-month periods ended March 31, 2012 and 2011, respectively. The increase in revenue of $63.5 million or 4.6% during the three-month period ended March 31, 2012 as compared to the 2011 period is attributable to increased processing volumes, transaction growth and demand for professional services. Total revenue growth in these areas was partially offset by lower item processing and retail check activity and a $10.4 million unfavorable foreign currency impact resulting from a stronger U.S. Dollar during the 2012 period.

Cost of Revenues and Gross Profit

Cost of revenues totaled $1,010.3 million and $996.0 million resulting in gross profit of $436.6 million and $387.4 million during the three-month periods ended March 31, 2012 and 2011, respectively. Gross profit as a percentage of revenues ("gross margin") was 30.2% and 28.0% for the three-month periods ended March 31, 2012 and 2011, respectively. The increases in cost of revenues of $14.3 million during the three-month period ended March 31, 2012 as compared to the 2011 period is primarily attributable to the revenue variances addressed above. The increase in gross margin during the three-month period ended March 31, 2012 as compared to 2011 is due to revenue growth in higher-margin businesses and cost management initiatives.

Selling, General and Administrative Expenses

Selling, general and administrative expenses totaled $207.1 million and $173.5 million during the three-month periods ended March 31, 2012 and 2011, respectively. The increase of $33.6 million during the three-month period ended March 31, 2012 as compared to 2011 was primarily due to increased compensation costs, including stock compensation, and employee medical and other benefits, increased legal costs and costs to enhance operational support functions. The 2012 period includes compensation charges of $18.5 million for accelerated vesting of certain stock option and restricted stock grants pursuant to changes in roles of William P. Foley II, Vice Chairman of the Board of Directors of FIS and Brent B. Bickett, Executive Vice President of Corporate Finance and for a non-compete and change in role cash payment to Mr. Foley. The 2011 three-month period included a $13.0 million loss related to unauthorized activities on the Sunrise prepaid card platform.

Operating Income

Operating income totaled $229.5 million and $213.9 million during the three-month periods ended March 31, 2012 and 2011, respectively. Operating income as a percentage of revenue ("operating margin") was 15.9% and 15.5% during the three-month periods ended March 31, 2012 and 2011, respectively. The increases in operating income and margins for the 2012 period as compared to the 2011 period were driven by the revenue and cost variances addressed above.

Total Other Income (Expense)

Total other income (expense) was $(80.3) million and $(64.7) million during the three-month periods ended March 31, 2012 and 2011, respectively. The primary component of total other income (expense) is interest expense. Interest expense for the three-month periods ended March 31, 2012 decreased $8.6 million as compared to the 2011 period primarily due to lower borrowing costs combined with a reduction in total debt outstanding. Apart from interest expense, the 2012 period includes $12.7 million of debt refinance transaction costs and a $5.7 million write-off of certain previously capitalized debt issuance costs.

Provision for Income Taxes

Income tax expense from continuing operations totaled $50.4 million and $52.3 million resulting in effective tax rates from continuing operations of 34% and 35% for the three-month periods ended March 31, 2012 and 2011, respectively. The net decrease in the overall effective tax rate is primarily related to a larger proportion of foreign-source pre-tax income versus domestic income during the 2012 period and to state income tax planning.

Earnings (Loss) from Discontinued Operations

During the 2012 and 2011 periods, certain operations are classified as discontinued. Reporting for discontinued operations classifies revenues and expenses as one line item, net of tax, in the Condensed Consolidated Statements of Earnings (Unaudited). During the third quarter of 2010, we determined that we will pursue strategic alternatives for Fidelity National Participacoes Ltda. ("Participacoes"). See Note 4 to the Notes to Condensed Consolidated Financial Statements (Unaudited).

Participacoes had operating expenses of $13.0 million and $14.4 million for the three-month periods ended March 31, 2012 and 2011, respectively. There were no revenues for the 2012 period and revenues of $9.6 million for the 2011 first quarter. Participacoes' processing volume was transitioned to other vendors or back to its customers during the second quarter of 2011. The three-month periods ended March 31, 2012 and 2011 include charges of $11.6 million and $10.1 million, respectively, to increase our accrual for potential labor claims related to the shut-down activities. Former employees have up to two years from the date of termination to file labor claims. Consequently, we expect to have continued exposure to labor claims, which were not transferred with other assets and liabilities in the disposal. Any changes in the estimated liability related to these labor claims will also be recorded as discontinued operations.

Earnings from Continuing Operations, Net of Tax, Attributable to FIS Common Stockholders

Earnings from continuing operations, net of tax, attributable to FIS common stockholders totaled $95.8 million and $96.1

million for the three-month periods ended March 31, 2012 and 2011, respectively, or $0.32 and $0.31 per diluted share, respectively, due to the factors described above.

Segment Results of Operations (Unaudited)

Financial Solutions Group
(in millions)

	Three months ended March 31,	
	2012	**2011**
Processing and services revenues	$ 538.9	$ 503.7
Operating income	$ 168.3	$ 156.2

Revenues for FSG totaled $538.9 million and $503.7 million during the three-month periods ended March 31, 2012 and 2011, respectively. The overall segment increase of $35.2 million, or 7.0%, during the three-month period ended March 31, 2012 as compared to the 2011 period was driven by increased processing revenues and growth in professional services, back office processing and outsourced IT revenues. Increased processing revenue is being driven by demand for risk, fraud and compliance products as well as continued adoption of eBanking and mobile banking products. Core processing account volume growth has also contributed to the overall increase in processing revenue; this growth is from existing customers and newly converted competitive wins. Services revenue continues to grow in core banking systems, eBanking and mobile banking.

Operating income for FSG totaled $168.3 million and $156.2 million and operating margin was approximately 31.2% and 31.0% during the three-month periods ended March 31, 2012 and 2011, respectively. The increase in operating income during the 2012 three-month period as compared to the 2011 period primarily resulted from the revenue variances discussed above.

Payment Solutions Group
(in millions)

	Three months ended March 31,	
	2012	**2011**
Processing and services revenues	$ 630.6	$ 614.5
Operating income	$ 226.1	$ 196.0

Revenues for PSG were $630.6 million compared to $614.5 million during the three-month periods ended March 31, 2012 and 2011, respectively. The three-month period ended March 31, 2012 included growth in electronic payment services, offset by lower item processing and retail check activity.

Operating income for PSG was $226.1 million compared to $196.0 million and operating margins were approximately 35.9% and 31.9% during the three-month periods ended March 31, 2012 and 2011, respectively. The increases in operating income during the 2012 three-month period as compared to the 2011 period primarily resulted from the growth in electronic payment services and the increase in operating margin was the result of cost management initiatives.

International Solutions Group
(in millions)

	Three months ended March 31,	
	2012	**2011**
Processing and services revenues	$ 276.8	$ 268.1
Operating income (loss)	$ 33.0	$ 30.5

Revenues for ISG totaled $276.8 million and $268.1 million during the three-month periods ended March 31, 2012 and 2011, respectively. The overall segment increases of $8.7 million during the three-month period ended March 31, 2012 as compared to the 2011 period resulted primarily from increased credit card volumes in Brazil and growth from Capco and other European business units. Growth for the three-month period ended March 31, 2012 was diluted by a $10.4 million unfavorable foreign currency impact resulting from a stronger U.S. Dollar during the 2012 period. Brazilian card volumes continue to grow, which translates into additional processing revenues and also incremental call center and back-office revenues to support the increased cardholder volumes. Europe showed growth particularly in prepaid card processing and payment solutions businesses.

Operating income for ISG totaled $33.0 million and $30.5 million and operating margins were approximately 11.9% and 11.4% during the three-month periods ended March 31, 2012 and 2011, respectively. The increases in operating income in 2012 as compared to 2011 primarily resulted from the revenue growth noted above, as well as the benefit of increasing scale in Brazil and its higher-margin services. Operating income and margins were somewhat depressed by a $1.8 million foreign currency impact.

Corporate and Other

The Corporate and Other segment results consist of selling, general and administrative expenses and depreciation and intangible asset amortization not otherwise allocated to the reportable segments. Corporate and Other expenses were $197.9 million and $168.8 million during the three-month periods ended March 31, 2012 and 2011, respectively. The overall Corporate and Other increase of $29.1 million during the three-month period ended March 31, 2012 as compared to 2011 was primarily due to increased compensation costs, including stock compensation, and employee medical and other benefits, increased legal costs and costs to enhance operational support functions. The 2012 period includes compensation charges of $18.5 million for accelerated vesting of certain stock option and restricted stock grants pursuant to changes in the roles of William P. Foley II, Vice Chairman of the Board of Directors of FIS, and Brent B. Bickett, Executive Vice President of Corporate Finance, and for a non-compete and change in role cash payment to Mr. Foley. The 2011 three-month period included a $13.0 million loss related to unauthorized activities on the Sunrise prepaid card platform noted under *Selling, General and Administrative Expenses* in the *Consolidated Results of Operations* section above.

Liquidity and Capital Resources

Cash Requirements

Our cash requirements include operating expenses, income taxes, mandatory debt service payments, capital expenditures, stockholder dividends, working capital, timing differences in settlement-related assets and liabilities, and may include discretionary debt service, share repurchases, and business acquisitions. Our principal sources of funds are cash generated by operations and borrowings. In 2012, our cash requirements also include payments of approximately $28.0 million to our Brazilian venture partner. Also, our continuing cash requirements will include payments for labor claims related to FIS' former item processing and remittance operations in Brazil (see Note 4 in the Notes to Condensed Consolidated Financial Statements (Unaudited).

As of March 31, 2012, we had cash and cash equivalents of $481.7 million and debt of $4,844.1 million, including the current portion. Of the $481.7 million cash and cash equivalents, approximately $309.9 million is held by our foreign entities. We expect that cash flows from operations over the next twelve months will be sufficient to fund our operating cash requirements and pay principal and interest on our outstanding debt.

We have historically paid a $0.05 per common share dividend on a quarterly basis. We expect to continue to pay quarterly dividends and increased the amount to $0.20 per share per quarter beginning in 2012. The declaration and payment of future dividends is at the discretion of the Board of Directors and depends on, among other things, our investment opportunities, results of operations, financial condition, cash requirements, future prospects, and other factors that may be considered relevant by our Board of Directors, including legal and contractual restrictions. Additionally, the payment of cash dividends may be limited by covenants in certain debt agreements. A regular quarterly dividend of $0.20 per common share was paid on March 30, 2012 to shareholders of record as of the close of business on March 16, 2012.

Cash Flows from Operations

Cash flows from operations were $203.8 million and $260.2 million during the three-month periods ended March 31, 2012 and 2011, respectively. Cash flows from operations decreased $56.4 million in 2012 primarily due to final reset payments of $42.4 million made in February 2012 for an interest rate swap, plus merchant and card transaction settlement activity and the timing of payments on trade receivables, accounts payable and other accrued liabilities.

Capital Expenditures

Our principal capital expenditures are for computer software (purchased and internally developed) and additions to property and equipment. We invested approximately $65.0 million and $71.6 million in capital expenditures during the three-month periods ended March 31, 2012 and 2011, respectively. We expect to invest approximately 5-6% of 2012 revenue in capital expenditures, including incremental capital expenditures for information security initiatives to meet the increasing security risks associated with cyber-attacks and external threats. These investments are expected to: a) reduce operational cybersecurity risk for the company, its clients and their customers; b) increase the likelihood that any future intrusion attempts will be detected and remediated in a timely manner; and c) limit the likelihood of significant damages from future cybersecurity events.

Financing

On March 30, 2012, FIS amended and restated its syndicated credit agreement (the “FIS Credit Agreement”). The FIS Credit Agreement, as of March 31, 2012, provides total committed capital of $3,700.0 million comprised of: (1) a revolving credit facility in an aggregate maximum principal amount of $1,150.0 million maturing on March 30, 2017 (the “Revolving Loan”); and (2) an aggregate of $2,550.0 million of term notes consisting of $250.0 million maturing on July 18, 2014 (the “Term Loan A-2”), $200.0 million maturing on July 18, 2016 (the "New Term Loan B") and $2,100.0 million maturing on March 30, 2017 (the "Term Loan A-3" and together with the Term Loan A-2 and the New Term Loan B, the "Term Loans"). As of March 31, 2012, the outstanding principal balance of the Revolving Loan was $299.7 million, with $849.5 million of borrowing capacity remaining thereunder (net of $0.8 million in outstanding letters of credit issued under the Revolving Loan).

FIS may borrow, repay and re-borrow amounts under the Revolving Loan from time to time until the applicable maturity date. FIS must make quarterly principal payments under the Term Loan A-3 of varying amounts, with the remaining principal balance payable on March 30, 2017. As of March 31, 2012, FIS had made principal prepayments under the Term Loan A-2 and the New Term Loan B such that no further mandatory payments exist on these term loans until their respective maturity dates. Voluntary prepayment of the Term Loans is generally permitted at any time without fee upon proper notice and subject to a minimum dollar requirement. In addition to scheduled principal payments, the Term Loans are (with certain exceptions) subject to mandatory prepayment upon the occurrence of certain events.

The FIS Credit Agreement remains subject to customary affirmative, negative and financial covenants including, among other things, limits on the creation of liens, limits on incurring indebtedness, restrictions on investments and dispositions, limitations on dividends and other restricted payments, a minimum interest coverage ratio and a maximum leverage ratio. Upon an event of default under the FIS Credit Agreement, the administrative agent can accelerate the maturity of all amounts borrowed. Events of default include the failure to pay principal and interest in a timely manner and breach of certain covenants.

As described in Note 6 to the Condensed Consolidated Financial Statements, FIS has issued senior notes in aggregate principal amount of $1,950.0 million due between 2017 and 2022 (the "Notes"). The respective indentures under which the Notes were issued contain covenants that, among other things, limit FIS' ability and the ability of certain of FIS' subsidiaries (a) to incur or guarantee additional indebtedness, (b) to make certain restricted payments, (c) to create or incur certain liens, (d) to create restrictions on the payment of dividends or other distributions to FIS from its restricted subsidiaries, (e) to engage in sale and leaseback transactions, (f) to transfer all or substantially all of the assets of FIS or any restricted subsidiary or enter into merger or consolidation transactions and (g) to engage in certain transactions with affiliates. These covenants are subject to a number of exceptions, limitations and qualifications in the indentures.

The following table summarizes the mandatory annual principal payments pursuant to the FIS Credit Agreement and the Notes' indentures as of March 31, 2012 (in millions). There are no mandatory principal payments on the Revolving Loan and any balance outstanding on the Revolving Loan will be due and payable at its scheduled maturity date:

	Term Loan A-2		Term Loan A-3		New Term Loan B		2017 Notes		2020 Notes		2022 Notes		Total
2012	$	—	$	78.8	$	—	$	—	$	—	$	—	$	78.8
2013		—		144.4		—		—		—		—		144.4
2014		250.0		196.9		—		—		—		—		446.9
2015		—		288.8		—		—		—		—		288.8
2016		—		393.8		200.0		—		—		—		593.8
Thereafter		—		997.3		—		750.0		500.0		700.0		2,947.3
Total	$	250.0	$	2,100.0	$	200.0	$	750.0	$	500.0	$	700.0	$	4,500.0

We monitor the financial stability of our counterparties on an ongoing basis. The lender commitments under the undrawn portions of the Revolving Loan are comprised of a diversified set of financial institutions, both domestic and international. The combined commitments of our top 10 revolving lenders comprise about 66% of our Revolving Loan. The failure of any single lender to perform its obligations under the Revolving Loan would not adversely impact our ability to fund operations. If the single largest lender were to default under the terms of the FIS Credit Agreement (impacting the capacity of the Revolving Loan), the maximum loss of available capacity on the undrawn portion of the Revolving Loan, as of March 31, 2012, would be approximately $80.6 million.

As of March 31, 2012, we have entered into interest rate swap transactions converting a portion of the interest rate exposure on our Term Loans from variable to fixed (see Item 3: Quantitative and Qualitative Disclosure About Market Risks).

Contractual Obligations

Our contractual obligations have not changed materially from the table included in our Annual Report on Form 10-K as filed on February 24, 2012, except for changes relating to our long-term debt as discussed in Note 6 to Notes to Condensed Consolidated Financial Statements (Unaudited) and as addressed above under *Financing*. Our long-term debt obligations and expected interest payments related to our long-term debt after the March 2012 refinancing and bond offering are as follows:

	2012		2013		2014		2015		2016		Thereafter		Total	
Long-term debt	$	86.6	$	154.7	$	469.2	$	290.3	$	595.4	$	3,247.9	$	4,844.1
Interest(1)		173.1		202.6		189.3		178.9		165.7		345.5		1,255.1
Total	$	259.7	$	357.3	$	658.5	$	469.2	$	761.1	$	3,593.4	$	6,099.2

(1) These calculations assume that: (a) applicable margins remain constant; (b) all variable rate debt is priced at the one-month LIBOR rate in effect as of March 31, 2012; (c) no new hedging transactions are effected; (d) only mandatory debt repayments are made; and (e) no refinancing occurs at debt maturity.

Off-Balance Sheet Arrangements

FIS does not have any off-balance sheet arrangements.

Item 3. Quantitative and Qualitative Disclosure About Market Risks

Market Risk

We are exposed to market risks primarily from changes in interest rates and foreign currency exchange rates. We use certain derivative financial instruments, including interest rate swaps and foreign currency forward exchange contracts, to manage interest rate and foreign currency risk. We do not use derivatives for trading purposes, to generate income or to engage in speculative activity.

Interest Rate Risk

In addition to existing cash balances and cash provided by operating activities, we use fixed rate and variable rate debt to finance our operations. We are exposed to interest rate risk on these debt obligations and related interest rate swaps.

The Notes represent substantially all of our fixed-rate long-term debt obligations. The carrying value of the Notes was $1,950.0 million as of March 31, 2012. The fair value of the Notes was approximately $2,065.2 million as of March 31, 2012.

The potential reduction in fair value of the Notes from a hypothetical 10 percent increase in market interest rates would not be material to the overall fair value of the debt.

Our floating rate long-term debt obligations principally relate to borrowings under the FIS Credit Agreement. An increase of 100 basis points in the LIBOR rate would increase our annual debt service under the FIS Credit Agreement, after we include the impact of our interest rate swaps, by $13.8 million (based on principal amounts outstanding as of March 31, 2012). We performed the foregoing sensitivity analysis based on the principal amount of our floating rate debt as of March 31, 2012, less the principal amount of such debt that was then subject to an interest rate swap converting such debt into fixed rate debt. This sensitivity analysis is based solely on the principal amount of such debt as of March 31, 2012, and does not take into account any changes that occurred in the prior 12 months or that may take place in the next 12 months in the amount of our outstanding debt or in the notional amount of outstanding interest rate swaps in respect of our debt. Further, in this sensitivity analysis, the change in interest rates is assumed to be applicable for an entire year. For comparison purposes, based on principal amounts on the Revolving Loan and Term Loan A-1 and A-2 and Old Term Loan B outstanding as of March 31, 2011, and calculated in the same manner as set forth above, an increase of 100 basis points in the LIBOR rate would have increased our annual interest expense, after we calculate the impact of our interest rate swaps, by $1.7 million.

We use interest rate swaps for the purpose of managing our interest expense through the mix of fixed rate and floating rate debt. During the three months ended March 31, 2012, the notional amount of our outstanding interest rate swaps decreased by $400.0 million. As of March 31, 2012, we have entered into the following interest rate swap transactions converting a portion of the interest rate exposure on our Term and Revolving Loan from variable to fixed (in millions):

Effective date	Termination date	Notional amount	Bank pays variable rate of	FIS pays fixed rate of
November 1, 2010	November 1, 2012	150.0	1 Month LIBOR (1)	0.50% (2)
February 1, 2011	February 1, 2013	200.0	1 Month LIBOR (1)	0.62% (2)
May 3, 2011	May 1, 2013	400.0	1 Month LIBOR (1)	0.73% (2)
September 1, 2011	September 1, 2014	150.0	1 Month LIBOR (1)	0.74% (2)
September 1, 2011	September 1, 2014	150.0	1 Month LIBOR (1)	0.74% (2)
September 1, 2011	September 1, 2014	300.0	1 Month LIBOR (1)	0.72% (2)
		$ 1,350.0		

(1) 0.24% in effect as of March 31, 2012.

(2) Does not include the applicable margin and facility fees paid to lenders on Term Loans and the Revolving Loan as described above.

We have designated these interest rate swaps as cash flow hedges for accounting purposes. A portion of the amount included in accumulated other comprehensive earnings is reclassified into interest expense as a yield adjustment as interest payments are made on the Term and Revolving Loans. In accordance with the authoritative guidance for fair value measurements, the inputs used to determine the estimated fair value of our interest rate swaps are Level 2-type measurements. We considered our own credit risk and the credit risk of the counterparties when determining the fair value of our interest rate swaps.

Foreign Currency Risk

We are exposed to foreign currency risks that arise from normal business operations. These risks include the translation of local currency balances of foreign subsidiaries, transaction gains and losses associated with intercompany loans with foreign subsidiaries and transactions denominated in currencies other than a location's functional currency. Our objective is to minimize our exposure to these risks through a combination of normal operating activities and the use of foreign currency forward exchange contracts. Contracts are denominated in currencies of major industrial countries.

Our exposure to foreign currency exchange risks generally arises from our non-U.S. operations, to the extent they are conducted in local currency. Changes in foreign currency exchange rates affect translations of revenues denominated in currencies other than the U.S. Dollar. Our international operations generated approximately $276.8 million in revenues during the three-month periods ended March 31, 2012, of which approximately $241.4 million was denominated in currencies other than the U.S. Dollar. The major currencies to which our revenues are exposed are the Brazilian Real, the Euro and the British Pound Sterling. A 10% move in average exchange rates for these currencies (assuming a simultaneous and immediate 10% change in all of such rates for the relevant period) would have resulted in the following increase or (decrease) in our reported revenues for the three-month periods ended March 31, 2012 and 2011 (in millions):

Currency	Three months ended March 31, 2012		2011	
Real	$	10.6	$	9.7
Euro		6.6		6.5
Pound Sterling		3.9		3.7
Total increase (decrease)	$	21.1	$	19.9

The impact on earnings of the foregoing assumed 10% change in each of the periods presented would not have been significant.

Revenue included $10.4 million and operating income included $1.8 million of unfavorable foreign currency impact during the three-month period ended March 31, 2012, resulting from a stronger U.S. Dollar during the 2012 period compared to 2011.

Our foreign exchange risk management policy permits the use of derivative instruments, such as forward contracts and options, to reduce volatility in our results of operations and/or cash flows resulting from foreign exchange rate fluctuations. Our international operations' revenues and expenses are generally denominated in local currency, which limits the economic exposure to foreign exchange risk in those jurisdictions. We do not enter into foreign currency derivative instruments for trading purposes. We entered into foreign currency forward exchange contracts to hedge foreign currency exposure to intercompany loans. As of March 31, 2012, the notional amount of these derivatives was approximately $52.6 million and the fair value was nominal. These derivatives are intended to hedge the foreign exchange risks related to intercompany loans but have not been designated as hedges for accounting purposes.

Item 4. Controls and Procedures

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”). Based on this evaluation, our principal executive officer and principal financial officer concluded that the disclosure controls and procedures were effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is: (a) recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms; and (b) accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting that occurred during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II: OTHER INFORMATION

Item 1. Legal Proceedings

In the ordinary course of business, the Company is involved in various pending and threatened litigation matters related to operations, some of which include claims for punitive or exemplary damages. The Company believes that no actions, other than the matters listed below, depart from customary litigation incidental to its business. As background to the disclosures below, please note the following:

- These matters raise difficult and complicated factual and legal issues and are subject to many uncertainties and complexities.

- The Company reviews these matters on an on-going basis and follows the authoritative provisions for accounting for contingencies when making accrual and disclosure decisions. A liability must be accrued if (a) it is probable that a liability has been incurred and (b) the amount of loss can be reasonably estimated. If one of these criteria has not been met, disclosure is required when there is at least a reasonable possibility that a loss may have been incurred. When assessing reasonably possible and probable outcomes, the Company bases decisions on the assessment of the ultimate outcome following all appeals. Legal fees associated with defending these matters are expensed as incurred.

Searcy, Gladys v. eFunds Corporation

This is a nationwide putative class action that was filed against our subsidiary eFunds and its affiliate Deposit Payment

Protection Services, Inc. in the U.S. District Court for the Northern District of Illinois during the first quarter of 2008. The complaint seeks damages for an alleged willful violation of the Fair Credit Reporting Act ("FCRA") in connection with the operation of the Shared Check Authorization Network. Plaintiff's principal allegation is that consumers did not receive appropriate disclosures pursuant to §1681g of the FCRA because the disclosures did not include: (i) all information in the consumer's file at the time of the request; (ii) the source of the information in the consumer's file; and/or (iii) the names of any persons who requested information related to the consumer's check writing history during the prior year. Plaintiff filed a motion for class certification, which was granted with respect to two subclasses during the first quarter of 2010. The motion was denied with respect to all other subclasses. The Company filed a motion for reconsideration. The motion was granted and the two subclasses were decertified. The plaintiff also filed motions to amend her complaint to add two additional plaintiffs to the lawsuit. The court granted the motions. During the second quarter of 2010, the Company filed a motion for summary judgment as to the original plaintiff and a motion for sanctions against the plaintiff and her counsel based on plaintiff's alleged false statements that were filed in support of the motion for class certification. In the third quarter of 2010, the court denied the motion for summary judgment and granted in part and denied in part the motion for sanctions. The Company filed a motion requesting the court to allow it to file an interlocutory appeal on the order denying the motion for summary judgment. The court granted the motion; however, in the first quarter of 2011, the Seventh Circuit Court of Appeals denied the Company's petition for interlocutory appeal. Discovery regarding the new plaintiffs and other matters has been completed. In the first quarter of 2012, plaintiffs filed a renewed motion for class certification. Class certification briefing is ongoing. An estimate of a possible loss or range of loss, if any, for this action cannot be made at this time.

CheckFree Corporation and CashEdge, Inc. v. Metavante Corporation and Fidelity National Information Services, Inc.

This is a patent infringement action that was filed by CheckFree Corporation and CashEdge, Inc., wholly-owned subsidiaries of Fiserv, Inc., against Fidelity National Information Services, Inc. and our subsidiary, Metavante Corporation (collectively the "Defendants") in the U.S. District Court for the Middle District of Florida, Jacksonville Division on January 5, 2012. The complaint seeks damages, injunctive relief and attorneys' fees for the alleged infringement of three patents. Plaintiffs allege that the Defendants infringe the patents at issue by providing customers financial and payment solutions that process payment instructions, provide electronic biller notifications, and/or process account-to-account funds transfer transactions and have requested financial damages and injunctive relief. On March 13, 2012, the Defendants filed their Answer and Counterclaims to Plaintiffs' complaint for patent infringement denying the claims of patent infringement and asserting defenses, including non-infringement and invalidity. Additionally, Defendants filed counterclaims asserting patent infringement of three patents and adding Fiserv, Inc. as a Counter Defendant. Defendants seek damages, injunctive relief and attorneys' fees. On April 6, 2012, Plaintiffs and Counter Defendant Fiserv, Inc., filed their Answer to Defendants' counterclaims denying the claims of patent infringement and asserting defenses, including non-infringement and invalidity. Due to the early stage of this matter, an estimate of a possible loss or range of loss, if any, for this action cannot be made at this time.

Indemnifications and Warranties

The Company generally indemnifies its customers, subject to certain exceptions, against damages and costs resulting from claims of patent, copyright, or trademark infringement associated with its customers' use of the Company's products or services. Historically, the Company has not made any significant payments under such indemnifications, but continues to monitor the conditions that are subject to the indemnifications to identify whether it is probable that a loss has occurred, and would recognize any such losses when they are estimable. In addition, the Company warrants to customers that its software operates substantially in accordance with the software specifications. Historically, no significant costs have been incurred related to software warranties and no accruals for warranty costs have been made.

Item 1A. Risk Factors

As an update to the risk factor in our Form 10-K for the year ended December 31, 2011 titled "*Security breaches or our own failure to comply with laws and regulations and industry security requirements imposed on providers of services to financial institutions and card processing services could harm our business by disrupting our delivery of services and damaging our reputation,"* see the discussion of the distribution of the confidential exam report by our regulators to our clients in this Form 10-Q in the last paragraph under "Management's Discussion and Analysis of Financial Condition and Results of Operations - Business Trends and Conditions."

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

In connection with the purchase right agreement with WPM, L.P. ("WPM"), a Delaware limited partnership affiliated with Warburg Pincus Private Equity IX, L.P, referenced in Note 10 to the Condensed Consolidated Financial Statements (Unaudited) included in Item 1 of Part I of this Report, in February 2012 WPM purchased 22,229 shares of FIS common stock for a nominal amount under the net settlement feature in the agreement. The shares of FIS common stock were issued and sold in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933.

The following table summarizes purchases of equity securities by the issuer during the three-month period ended March 31, 2012:

Period	Total number of shares purchased (in millions)	Average price paid per share	Total cost of shares purchased as part of publicly announced plans or programs (in millions)	Shares that may be purchased under the plans or programs (1) (in millions)
1/1/2012 to 1/31/2012	3.7	$ 27.32	$ 101.0	$ —

(1) On February 7, 2012, our Board of Directors approved a plan authorizing additional repurchases of up to $1.0 billion of our outstanding common stock in the open market, at prevailing market prices or in privately negotiated transactions, through December 31, 2015. The previous authorization was replaced by the February 7, 2012 plan, under which $1.0 billion remained available to repurchase as of March 31, 2012.

Item 6. Exhibits

(a) Exhibits:

Exhibit No.	Description
10.1	Acceleration, Change of Role and Non-Competition Agreement, dated as of March 30, 2012, by and among Fidelity National Information Services, Inc., and William P. Foley II. (1)
10.2	Amended and Restated Employment Agreement, dated as of March 30, 2012, by and among Fidelity National Information Services, Inc., and Brent B. Bickett. (1)
10.3	Amendment No. 1 to Employment Agreement, dated as of March 30, 2012, by and among Fidelity National Information Services, Inc., and Frank R. Martire. (1)
10.4	Amendment No. 1 to Amended and Restated Employment Agreement, dated as of March 30, 2012, by and among Fidelity National Information Services, Inc., and Gary A. Norcross. (1)
31.1	Certification of Frank R. Martire, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Michael D. Hayford, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Frank R. Martire, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Michael D. Hayford, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

(1) Management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

	FIDELITY NATIONAL INFORMATION SERVICES, INC.
Date: May 4, 2012	By: /s/ MICHAEL D. HAYFORD
	Michael D. Hayford
	Corporate Executive Vice President and Chief Financial Officer (Principal Financial Officer and Duly Authorized Officer)

	FIDELITY NATIONAL INFORMATION SERVICES, INC.
Date: May 4, 2012	By: /s/ JAMES W. WOODALL
	James W. Woodall
	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer and Duly Authorized Officer)

FIDELITY NATIONAL INFORMATION SERVICES, INC.
FORM 10-Q
INDEX TO EXHIBITS

The following documents are being filed with this Report:

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101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

(1) Management contract or compensatory plan.

Exhibit 10.1

ACCELERATION, CHANGE OF ROLE AND NON-COMPETITION AGREEMENT

THIS ACCELERATION, CHANGE OF ROLE AND NON-COMPETITION AGREEMENT (the "Agreement") is entered into as of March 30, 2012, by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **WILLIAM P. FOLEY, II** ("Foley") and shall be effective on the date that the Company's Board of Directors approves this Agreement (the "Effective Date"). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon the Effective Date and shall continue for so long as Foley serves as a member of the Board of Directors or employee of the Company (the "Service Term") and for a period of two years thereafter (the "Term").

2. Change of Role. Prior to February 8, 2011, Foley served as an employee and Executive Chairman of the Company. On February 8, 2011, Foley became a non-employee Chairman of the Board of Directors of the Company. As of the Effective Date, Foley has been elected to the position of non-employee Vice Chairman of the Board of Directors of the Company, and Foley has agreed to serve in this position.

3. Acceleration. As of the Effective Date, the Company agrees to accelerate the vesting and immediately vest (and cause to become free of any applicable forfeiture and transfer restrictions) the following unvested shares of Company restricted stock and Company stock options, which were previously granted to Foley:

(a) restricted stock:

(i) the remaining 81,839 unvested shares from the November 7, 2011 restricted stock grant (27,279 of which would have vested on February 15, 2013, and 27,280 of which would have vested on each of November 7, 2013 and November 7, 2014);

(ii) the 40,124 unvested shares (at maximum) from the July 20, 2010 restricted performance stock grant (which would have vested on February 21, 2013); and

(iii) the 40,124 unvested shares from the July 20, 2010 restricted stock grant that would have vested on July 20, 2013; and

(b) stock options:

(i) with respect to the November 7, 2011 stock option grant, the portion of the option relating to 62,222 shares that would have vested on November 7, 2013, and the portion of the option relating to 62,223 shares that would have vested on November 7, 2014; and

(ii) with respect to the October 29, 2010 stock option grant, the portion of the option relating to 133,980 shares that would have vested on October 29, 2013.

For the avoidance of doubt, the following unvested shares of Company restricted stock and Company stock options, which were previously granted to Foley, shall not accelerate and shall vest in 2012 in accordance with its respective terms:

(a) restricted stock:

i. the 40,123 unvested shares from the July 20, 2010 restricted stock grant that are scheduled to vest on July 20, 2012; and

ii. the 19,333 unvested shares from the November 5, 2009 restricted stock grant that are scheduled to vest on November 7, 2012.

(b) stock options:

i. with respect to the November 7, 2011 stock option grant, the portion of the option relating to 62,222 shares that are scheduled to vest on November 7, 2012;

ii. with respect to the October 29, 2010 stock option grant, the portion of the option relating to 133,979 shares that are scheduled to vest on October 29, 2012; and

iii. with respect to the November 5, 2009 stock option grant, the portion of the option relating to 125,000 shares that are scheduled to vest on November 5, 2012.

4. Payment. In consideration for the below described non-competition obligations, the above described change of role, and other good and valuable consideration, the Company shall pay Foley a lump-sum payment of $9,500,000 by wire transfer of immediately available funds payable within two business days following the Effective Date.

5. Non-Delegation of Foley's Rights. The obligations, rights and benefits of Foley hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

6. Confidential Information. Foley acknowledges that he has occupied and will occupy a position of trust and confidence

as a member of the Company's Board of Directors and has had and will have access to and learn substantial information about the Company and its affiliates and their operations that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates. Foley agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of the Company and/or its affiliates, as the case may be. Foley will keep confidential, and will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates, nor will Foley advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this Section 6. Accordingly, Foley agrees that during the Service Term and for two years thereafter he will not disclose, or permit or encourage anyone else to disclose, any such information, nor will he utilize any such information, either alone or with others, outside the scope of his duties and responsibilities with the Company and its affiliates.

7. Non-Competition. The parties acknowledge that Foley has acquired and will acquire substantial knowledge and information concerning the business of the Company and its affiliates as a result of his past employment and as a member of the Company's Board of Directors. The parties further acknowledge that the scope of business in which the Company and its affiliates are engaged as of the Effective Date is national and very competitive and one in which few companies can successfully compete. Competition by Foley in that business during the Term would severely injure the Company and its affiliates. Accordingly, Foley agrees as follows:

(a) During the Service Term. During the Service Term, Foley will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with the Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of the Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with the Company's or its affiliates' principal business. In addition, during the Service Term, Foley will undertake no planning for or organization of any business activity competitive with the work he performs as a director or employee of the Company, and Foley will not combine or conspire with any other person for the purpose of organizing any such competitive business activity.

(b) After the Service Term. For a period of two years after the Service Term, Foley will not become: (i) a director, employee, consultant, advisor, principal, partner or substantial shareholder of Fiserv, Inc. and/or Jack Henry & Associates, Inc. or any of their respective successors, assigns or subsidiaries, or (ii) a director, employee, consultant, advisor, principal, or partner of a substantial shareholder of Fiserv, Inc. and/or Jack Henry & Associates, Inc. and provide consulting or advising services, directly or indirectly, to Fiserv, Inc. and/or Jack Henry & Associates, Inc. or any of their respective successors, assigns, or subsidiaries.

(c) Exclusion. Working, directly or indirectly, for Fidelity National Financial, Inc., its affiliates or successors shall not be considered a violation of Section 7 of this Agreement and in and of itself a violation of Section 6 of the Agreement.

8. Actions. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that the Company will not have an adequate remedy at law in the event of a failure by Foley to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, it is agreed between and hereby acknowledged by the parties that, in the event of a breach by Foley of any of the obligations of this Agreement, the Company shall have the right, among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from any court of competent jurisdiction to restrain or compel Foley to perform as agreed herein. Nothing herein shall in any way limit or exclude any other right granted by law or equity to the Company.

9. Insurance and Indemnity. The Company agrees to maintain, and continue to maintain, on such terms as the Company believes are reasonably appropriate, applicable director and officer insurance coverage which shall provide coverage to Foley in conjunction with his role at the Company as Vice Chairman of the Board of Directors of the Company, or any other role assumed by Foley during the Service Term of this Agreement at a level at least equal to that of other Directors and Officers. The Company's certificate of incorporation provides that the Company shall indemnify its officers and directors to the full extent permitted by the Georgia Business Corporation Code. As Foley is a director of the Company, he is eligible to receive the protection afforded thereunder.

10. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter. This Agreement may be amended only by a written document signed by both parties to this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each of the parties irrevocably and unconditionally submits to the exclusive jurisdiction of any federal or state court which in either case is located in Duval County, Florida in the event of any dispute arising in connection with this Agreement. Each party agrees not

to assert that venue in such court is improper or that such court constitutes an inconvenient forum.

12. Successors. This Agreement may not be assigned by Foley. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of the Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption by a successor shall be a material breach of this Agreement. Foley agrees and consents to any such assumption by a successor of the Company, as well as any assignment of this Agreement by the Company for that purpose. As used in this Agreement, "Company" shall mean the Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Attorneys' Fees. If any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be promptly paid by the other party its reasonable legal fees, court costs, litigation expenses, all as determined by the court and not a jury, and such payment shall be made by the non-prevailing party no later than the end of Foley's tax year following Foley's tax year in which the payment amount becomes known and payable; provided, however, that on or after the Service Term, if any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the Company shall pay (on an ongoing basis) to Foley to the fullest extent permitted by law, all legal fees, court costs and litigation expenses reasonably incurred by Foley or others on his behalf (such amounts collectively referred to as the "Reimbursed Amounts"); provided, further, that Foley shall reimburse the Company for the Reimbursed Amounts if it is determined that a majority of Foley's claims or defenses were frivolous or without merit. Requests for payment of Reimbursed Amounts, together with all documents required by the Company to substantiate them, must be submitted to the Company no later than ninety (90) days after the expense was incurred. The Reimbursed Amounts shall be paid by the Company within ninety (90) days after receiving the request and all substantiating documents requested from Foley. The payment of Reimbursed Amounts during Foley's tax year will not impact the Reimbursed Amounts for any other taxable year. The rights under this Section 13 shall survive the Term until the expiration of the applicable statute of limitations.

15. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of Foley in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Foley against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants in this Agreement.

16. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To the Company:
Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Chairman

To Foley:
William P. Foley, II
c/o Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

17. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

18. Code Section 409A. To the extent applicable, it is intended that this Agreement and any attorneys fee reimbursement payment made hereunder shall comply with the requirements of Section 409A of the Code, or an exemption or exclusion therefrom, and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service ("Code Section 409A"). All attorney fee reimbursements provided under this

Agreement shall be made or provided in accordance with the requirements of Code Section 409A, including, without limitation, that (i) in no event shall reimbursements by the Company of attorneys fees under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred; (ii) Foley's right to have the Company pay or provide such reimbursements may not be liquidated or exchanged for any other benefit; and (iii) in no event shall the Company's obligations to make such reimbursements apply later than Foley's remaining lifetime. Foley acknowledges that he has been advised to consult with an attorney and any other advisors of Foley's choice prior to executing this Agreement, and Foley further acknowledges that, in entering into this Agreement, he has not relied upon any representation or statement made by any agent or representative of Company or its affiliates that is not expressly set forth in this Agreement, including, without limitation, any representation with respect to the consequences or characterization (including for purpose of tax withholding and reporting) of the payment of any compensation or benefits hereunder under Section 409A of the Code and any similar sections of state tax law.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Michael Gravelle

Its: Corporate Executive Vice President, Chief Legal Officer and Corporate Secretary

WILLIAM P. FOLEY, II

/s/ William P. Foley, II

Exhibit 10.2

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is effective as of March 30, 2012 (the "Effective Date"), by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **Brent B. Bickett** (the "Employee"). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Purpose and Release. This Agreement amends and restates, in its entirety, the obligations of the parties under the Amended and Restated Employment Agreement between the Company and the Employee, dated as of July 2, 2008, as amended as of October 30, 2009 and January 1, 2012 (the "Prior Agreement"). The purpose of this Agreement is to recognize the Employee's significant contributions to the overall financial performance and success of the Company and to provide a single, integrated document which shall provide the basis for the Employee's continued employment by the Company. In consideration of the execution of this Agreement and other rights and benefits provided for herein, the parties each release all rights and claims that they have, had or may have against the other arising under such Prior Agreement prior to the date hereof.

2. Employment and Duties. Subject to the terms and conditions of this Agreement, from the Effective Date through June 30, 2012, the Company employs the Employee to serve in an executive capacity as Executive Vice President, Corporate Finance, and from July 1, 2012 though the end of the Term, the Company employs the Employee to serve in a consulting capacity as non-executive employee. The Employee accepts such employment and agrees to undertake and discharge the duties, functions and responsibilities commensurate with the aforesaid positions and such other duties and responsibilities as may be prescribed from time to time by the Chief Executive Officer (the "CEO") or the Board of Directors of the Company (the "Board"). Commencing as of July 1, 2012, the Company is not obligated to provide an office or workstation to Employee and Employee shall be permitted to fulfill his duties remotely. The Company acknowledges and agrees that Employee is now and may continue to serve as an officer of Fidelity National Financial, Inc.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier to occur of November 8, 2017 or the date that Employee has exercised the last of his stock options with the Company, subject to prior termination as set forth in Section 9 (such term, including any extensions pursuant to the next sentence, the "Employment Term").

4. Salary. From the Effective Date through June 30, 2012, the Company shall pay the Employee an annual base salary, before deducting all applicable withholdings, of no less than $275,000 per year, and from July 1, 2012 through the end of the Employment Term, the Company shall pay the Employee an annual base salary, before deducting all applicable withholdings, of no less than $1,000 per year, payable at the time and in the manner dictated by the Company's standard payroll policies (the aggregate amount of paid salary in any given year shall be referred to as the “Annual Base Salary”).

5. Other Compensation and Fringe Benefits. The Employee shall be entitled to the following during the Employment Term:

(a) From the Effective Date through June 30, 2012, the standard Company benefits enjoyed by the Company's other top executives as a group;

(b) For 2012, an annual incentive bonus opportunity under the Company's annual incentive plan ("Annual Bonus Plan") with such opportunity to be earned based upon attainment of performance objectives established by the Committee ("Annual Bonus"). The Employee's target Annual Bonus under the Annual Bonus Plan shall be 150% for target aggregate performance and 300% for maximum aggregate performance of the Employee's Annual Base Salary (collectively, the target and maximum are referred to as the "Annual Bonus Opportunity"). The Annual Bonus shall be paid no later than the March 15th first following the calendar year to which the Annual Bonus relates. Unless provided otherwise herein or the Board determines otherwise, no Annual Bonus shall be paid to the Employee unless the Employee is employed by the Company, or an affiliate thereof, on the last day of the Annual Bonus measurement period; and

(c) Employee shall not be entitled to participate in any future Company equity grants.

6. Acceleration. As of the Effective Date, the Company agrees to accelerate the vesting and immediately vest (and cause to become free of any applicable forfeiture and transfer restrictions) the following unvested shares of Company restricted stock and Company stock options, which were previously granted to Employee:

(a) restricted stock:

(i) the remaining 29,228 unvested shares from the November 7, 2011 restricted stock grant (9,742 of which would have vested on February 15, 2013, and 9,743 of which would have vested on each of November 7, 2013 and November 7, 2014);

(ii) the 14,816 unvested shares (at maximum) from the July 20, 2010 restricted performance stock grant (which would have vested on February 21, 2013); and

(iii) the 14,815 unvested shares from the July 20, 2010 restricted stock grant that would have vested on July 20, 2013; and

(b) stock options:

(i) with respect to the November 7, 2011 stock option grant, the portion of the option relating to 22,222 shares that would have vested on November 7, 2013, and the portion of the option relating to 22,223 shares that would have vested on November 7, 2014; and

(ii) with respect to the October 29, 2010 stock option grant, the portion of the option relating to 49,470 shares that would have vested on October 29, 2013.

For the avoidance of doubt, the following unvested shares of Company restricted stock and Company stock options, which were previously granted to Employee, shall not accelerate and shall vest in 2012 in accordance with its respective terms:

restricted stock:

(iii) the 14,815 unvested shares from the July 20, 2010 restricted stock grant that are scheduled to vest on July 20, 2012; and

(iv) the 8,333 unvested shares from the November 5, 2009 restricted stock grant that are scheduled to vest on November 7, 2012.

(c) stock options:

(i) with respect to the November 7, 2011 stock option grant, the portion of the option relating to 22,222 shares that are scheduled to vest on November 7, 2012;

(ii) with respect to the October 29, 2010 stock option grant, the portion of the option relating to 49,469 shares that are scheduled to vest on October 29, 2012; and

(iii) with respect to the November 5, 2009 stock option grant, the portion of the option relating to 52,666 shares that are scheduled to vest on November 5, 2012.

7. Vacation. For and during each calendar year within the Employment Term, the Employee shall be entitled to reasonable paid vacation periods consistent with the Employee's position and in accordance with the Company's standard policies, or as the Board may approve. In addition, the Employee shall be entitled to such holidays consistent with the Company's standard policies or as the Board or the Committee may approve.

8. Expense Reimbursement. In addition to the compensation and benefits provided herein, the Company shall, upon receipt of appropriate documentation, reimburse the Employee each month for his reasonable travel, lodging, entertainment, promotion and other ordinary and necessary business expenses to the extent such reimbursement is permitted under the Company's expense reimbursement policy.

9. Termination of Employment. The Company or the Employee may terminate the Employee's employment at any time and for any reason in accordance with Subsection 9(a) below, provided, however, the Company may only terminate Employee's employment for “Cause” or “Disability”, as such terms are defined below. The Employment Term shall be deemed to have ended on the last day of the Employee's employment. The Employment Term shall terminate automatically upon the Employee's death.

(a) Notice of Termination. Any purported termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination (as defined herein) from one party to the other in accordance with the notice provisions contained in this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates the Date of Termination (as that term is defined in Subsection 9(b)) and, with respect to a termination due to Disability (as that term is defined in Subsection 9(e)), Cause (as that term is defined in Subsection 9(d)), or Good Reason (as that term is defined in Subsection 9(f)), sets forth in reasonable detail the facts and circumstances that are alleged to provide a basis for such termination. A Notice of Termination from the Company shall specify whether the termination is with or without Cause or due to the Employee's Disability. A Notice of Termination from the Employee shall specify whether the termination is with or without Good Reason.

(b) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination (but in no event shall such date be earlier than the thirtieth (30th) day following the date the Notice of Termination is given) or the date of the Employee's death. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Employee experiences a “separation from service” within the meaning of Code Section 409A (as defined in Section 28 of the Agreement), and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the “Date of Termination,” and all references herein to a “termination of employment” (or words of similar meaning) shall mean a “separation from service” within the meaning of Code Section 409A.

(c) No Waiver. The failure to set forth any fact or circumstance in a Notice of Termination, which fact or circumstance was not known to the party giving the Notice of Termination when the notice was given, shall not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.

(d) Cause. For purposes of this Agreement, a termination for "Cause" means a termination by the Company based upon the Employee's: (i) persistent failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason); (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason); (iii) conviction of, or pleading nolo contendere to, criminal or other illegal activities involving dishonesty; (iv) material breach of this Agreement; or (v) failure to materially cooperate with or impeding an investigation authorized by the Board. The Employee's termination for Cause shall be effective when and if a resolution is duly adopted by an affirmative vote of at least ¾ of the Board (less the Employee), stating that, in the good faith opinion of the Board, the Employee is guilty of the conduct described in the Notice of Termination and such conduct constitutes Cause under this Agreement; provided, however, that the Employee shall have been given reasonable opportunity (A) to cure any act or omission that constitutes Cause if capable of cure and (B), together with counsel, during the thirty (30) day period following the receipt by the Employee of the Notice of Termination and prior to the adoption of the Board's resolution, to be heard by the Board.

(e) Disability. For purposes of this Agreement, a termination based upon "Disability" means a termination by the Company based upon the Employee's entitlement to long-term disability benefits under the Company's long-term disability plan or policy, as the case may be, as in effect on the Date of Termination; provided, however, that if the Employee is not a participant in the Company's long-term disability plan or policy on the Date of Termination, he shall still be considered terminated based upon Disability if he would have been entitled to benefits under the Company's long-term disability plan or policy had he been a participant on his Date of Termination.

(f) Good Reason. For purposes of this Agreement, a termination for "Good Reason" means a termination by the Employee during the Employment Term based upon the occurrence (without the Employee's express written consent) of any of the following:

(i) a material diminution in the Employee's Annual Base Salary or 2012 Annual Bonus Opportunity; or

(ii) a material breach by the Company of any of its obligations under this Agreement.

Notwithstanding the foregoing, the Employee being placed on a paid leave for up to sixty (60) days pending a determination of whether there is a basis to terminate the Employee for Cause shall not constitute Good Reason. The Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; provided, however, that no such event described above shall constitute Good Reason unless: (1) the Employee gives Notice of Termination to the Company specifying the condition or event relied upon for such termination either: (x) within ninety (90) days of the initial existence of such event; or (y) in the case of an event predating a Change in Control, within ninety (90) days of the Change in Control; and (2) the Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of the Employee's Notice of Termination.

10. Obligations of the Company Upon Termination.

(a) Termination by the Company for a Reason Other than Cause, Death or Disability and Termination by the Employee for Good Reason. If the Employee's employment is terminated by: (1) the Company for any reason other than Cause, Death or Disability; or (2) the Employee for Good Reason:

(i) the Company shall pay the Employee the following (collectively, the "Accrued Obligations"): (A) within five (5) business days after the Date of Termination, any earned but unpaid Annual Base Salary; and (B) within a reasonable time following submission of all applicable documentation, any expense reimbursement payments owed to the Employee for expenses incurred prior to the Date of Termination;

(ii) For any Date of Termination occurring under this Section prior to the payment of the Annual Bonus for 2012, the Company shall pay the Employee no later than March 15, 2013, the Annual Bonus for 2012 based upon the actual Annual Bonus that would have been earned for 2012; andall stock option, restricted stock and other equity-based incentive awards (collectively, the Equity Awards") granted by the Company that were outstanding but not vested as of the Date of Termination shall become immediately vested and/or payable, as the case may be, unless the equity incentive awards are based upon satisfaction of performance criteria (not based solely on the passage of time); in which case, they will only vest pursuant to their express terms, *provided*, *however*, that notwithstanding the foregoing, any such Equity Awards that constitute a non-qualified deferred compensation arrangement within the meaning of Code Section 409A shall be paid or settled on the earliest date following the Date of Termination that does not result in a violation of or penalties under Code Section 409A.

(b) Termination by the Company for Cause and by the Employee without Good Reason. If the Employee's employment is terminated (i) by the Company for Cause or (ii) by the Employee without Good Reason, the Company's only obligation under this Agreement shall be payment of any Accrued Obligations.

(c) Termination due to Death or Disability. If the Employee's employment is terminated due to death or Disability, the Company shall pay the Employee (or to the Employee's estate or personal representative in the case of death), within thirty (30) business days after the Date of Termination: (i) any Accrued Obligations, plus (ii) if unpaid, a prorated 2012 Annual Bonus based upon the target Annual Bonus opportunity in the year in which the Date of Termination occurred multiplied by the percentage of the calendar year completed before the Date of Termination.

(d) Six-Month Delay. To the extent the Employee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code and the regulations and other guidance promulgated thereunder and any elections made by the Company in accordance therewith, notwithstanding the timing of payment provided in any other Section of this Agreement, no payment, distribution or benefit under this Agreement that constitutes a distribution of deferred compensation (within the meaning of Treasury Regulation Section 1.409A-1(b)) upon separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), after taking into account all available exemptions, that would otherwise be payable during the six (6) month period after separation from service, will be made during such six (6) month period, and any such payment, distribution or benefit will instead be paid on the first business day after such six (6) month period.

11. Excise Taxes. If any payments or benefits paid or provided or to be paid or provided to Employee or for Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with the Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a “parachute payment” under Section 280G of the Code (the “Scaled Back Amount”). Any such election must be in writing and delivered to the Company within thirty (30) days after the Date of Termination. If Employee does not elect to have Payments reduced to the Scaled Back Amount, Employee shall be responsible for payment of any Excise Tax resulting from the Payments and Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation, (ii) next from equity compensation, then (iii) pro-rata among all remaining Payments and benefits. To the extent there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to Employee shall be reduced first.

12. Non-Delegation of the Employee's Rights. The obligations, rights and benefits of the Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

13. Confidential Information. The Employee acknowledges that he will occupy a position of trust and confidence and will have access to and learn substantial information about the Company and its affiliates and their operations that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates. The Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of the Company and/or its affiliates, as the case may be. The Employee will keep confidential, and will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates, nor will the Employee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this Section 13. Accordingly, the Employee agrees that during the Employment Term and at all times thereafter he will not disclose, or permit or encourage anyone else to disclose, any such information, nor will he utilize any such information, either alone or with others, outside the scope of his duties and responsibilities with the Company and its affiliates.

14. Non-Competition.

(a) During the Period from the Effective Date through June 30, 2012. The Employee agrees that, during the period from the Effective Date through June 30, 2012, he will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to the Company and its affiliates, and he will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with the Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of the Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with the Company's or its affiliates' principal business. In addition, during the period from the Effective Date through June 30, 2012, the Employee will undertake no planning for or organization of any business activity competitive with the work he performs as an employee of the Company, and the Employee will not combine or conspire with any other employee of the Company or any other person for the purpose of organizing any such competitive business activity.

(b) During the Period after July 1, 2012. The parties acknowledge that the Employee will acquire substantial knowledge and information concerning the business of the Company and its affiliates as a result of his employment. The parties further acknowledge that the scope of business in which the Company and its affiliates are engaged as of the Effective Date is national and very competitive and one in which few companies can successfully compete. Competition by the Employee in that business after the Employment Term would severely injure the Company and its affiliates. Accordingly, during the period from July 1, 2012 through November 7, 2015, except as otherwise stated herein below, the Employee agrees: (i) not to become an employee, consultant, advisor, principal, partner or substantial shareholder of any firm or business that directly competes with the Company or its affiliates in their principal products and markets; and (ii) on behalf of any such competitive firm or business, not to solicit any person or business that was at the time of such termination and remains a customer or prospective customer, a supplier or prospective supplier, or an employee of the Company or an affiliate. Notwithstanding any of the foregoing provisions to the contrary, the Employee shall not be subject to the restrictions set forth in this Subsection 14(b) if: (A) the Employee's employment is terminated by the Company without Cause; or (B) the Employee terminates employment for Good Reason.

(c) Exclusion. Working, directly or indirectly, for any of the following entities shall not be considered competitive to the Company or its affiliates for the purpose of this Section 14: (i) Fidelity National Financial, Inc., its affiliates or their successors; (ii) Lender Processing Services, Inc., its affiliates or their successors; or (iii) the Company, its affiliates or their successors if this Agreement is assumed by a third party as contemplated in Section 21.

15. Return of Company Documents. Upon termination of the Employment Term, the Employee shall return immediately to the Company all records and documents of or pertaining to the Company or its affiliates and shall not make or retain any copy or extract of any such record or document, or any other property of the Company or its affiliates.

16. Actions. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that the Company will not have an adequate remedy at law in the event of a failure by the Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, it is agreed between and hereby acknowledged by the parties that, in the event of a breach by the Employee of any of the obligations of this Agreement, the Company shall have the right, among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from any court of competent jurisdiction to restrain or compel the Employee to perform as agreed herein. The Employee hereby acknowledges that obligations under Sections and Subsections 13, 14(b), 15, 16, 17 and 18 shall survive the termination of employment and be binding by their terms at all times subsequent to the termination of employment for the periods specified therein. Nothing herein shall in any way limit or exclude any other right granted by law or equity to the Company.

17. Release. Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment of any amount or provision of any benefit under this Agreement (other than due to the Employee's death), the Employee shall have executed a complete release of the Company and its affiliates and related parties in such form as is reasonably required by the Company, and any waiting periods contained in such release shall have expired; provided, however, that such release relates only to the Employee's employment relationship with the Company. With respect to any release required to receive payments owed pursuant to Section 10, the Company must provide the Employee with the form of release no later than seven (7) days after the Date of Termination and the release must be signed by the Employee and returned to the Company, unchanged, effective and irrevocable, no later than sixty (60) days after the Date of Termination.

18. No Mitigation. The Company agrees that, if the Employee's employment hereunder is terminated during the Employment Term, the Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Employee by the Company hereunder. Further, the amount of any payment or benefit provided for hereunder shall not be reduced by any compensation earned by the Employee as the result of employment by another employer, by retirement benefits or otherwise.

19. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter. This Agreement may be amended only by a written document signed by both parties to this Agreement.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.

21. Successors. This Agreement may not be assigned by the Employee. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of the Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption by a successor shall be a material breach of this Agreement. The Employee agrees and consents to any such assumption by a successor of the Company, as well as any assignment of this Agreement by the Company for that purpose. As used in this Agreement, "Company" shall mean the Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Attorneys' Fees. If any party finds it necessary to employ legal counsel or to bring an action at law or other

proceedings against the other party to interpret or enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be promptly paid by the other party its reasonable legal fees, court costs, litigation expenses, all as determined by the court and not a jury, and such payment shall be made by the non-prevailing party no later than the end of the Employee's tax year following the Employee's tax year in which the payment amount becomes known and payable; provided, however, that on or after a Change in Control, and following the Employee's termination of employment with the Company, if any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the Company shall pay (on an ongoing basis) to the Employee to the fullest extent permitted by law, all legal fees, court costs and litigation expenses reasonably incurred by the Employee or others on his behalf (such amounts collectively referred to as the "Reimbursed Amounts"); provided, further, that the Employee shall reimburse the Company for the Reimbursed Amounts if it is determined that a majority of the Employee's claims or defenses were frivolous or without merit. Requests for payment of Reimbursed Amounts, together with all documents required by the Company to substantiate them, must be submitted to the Company no later than ninety (90) days after the expense was incurred. The Reimbursed Amounts shall be paid by the Company within ninety (90) days after receiving the request and all substantiating documents requested from the Employee. The payment of Reimbursed Amounts during the Employee's tax year will not impact the Reimbursed Amounts for any other taxable year. The rights under this Section 23 shall survive the termination of employment and this Agreement until the expiration of the applicable statute of limitations.

24. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of the Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants in this Agreement.

25. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To the Company:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Chief Legal Officer

To the Employee:

Brent B. Bickett
c/o Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

26. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

27. Tax Withholding. The Company or an affiliate may deduct from all compensation and benefits payable under this Agreement any taxes or withholdings the Company is required to deduct pursuant to state, federal or local laws.

28. Code Section 409A. To the extent applicable, it is intended that this Agreement and any payment made hereunder shall comply with the requirements of Section 409A of the Code, and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service ("Code Section 409A"). Any provision that would cause the Agreement or any payment hereof to fail to satisfy Code Section 409A shall have no force or effect until amended to comply with Code Section 409A, which amendment may be retroactive to the extent permitted by Code Section 409A. In addition, the direct payment or reimbursement of expenses permitted under this Agreement or otherwise shall be made no later than the last day of the Employee's taxable year following the taxable year in which such expense was incurred.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Michael Gravelle

Its: Corporate Executive Vice President, Chief Legal Officer and Corporate Secretary

BRENT B. BICKETT

/s/ Brent B. Bickett

Exhibit 10.3

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT (the "Amendment") is effective as of March 30, 2012 (the "Amendment Effective Date"), by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **FRANK R. MARTIRE** (the "Employee") and amends that certain Employment Agreement dated as of March 31, 2009 (the "Agreement"). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The first sentence of Section 2 of the Agreement is deleted and the following shall be inserted in lieu thereof:

"2. Employment and Duties. Subject to the terms and conditions of this Agreement, the Company employs Employee to serve as Chairman and Chief Executive Officer of the Company."

2. The second sentence of Section 5(d) of the Agreement is deleted and the following shall be inserted in lieu thereof:

"(d) Effective as April 1, 2012, Employee's target Annual Bonus under the Annual Bonus Plan shall be no less than 250% of Employee's Annual Base Salary, with a maximum of up to 500% of Employee's Annual Base Salary (collectively, the target and maximum are referred to as the "Annual Bonus Opportunity"). For calendar year 2012, Employee's Annual Bonus Opportunity shall be calculated on the basis of a pro-rated 200% target bonus and a 400% maximum bonus during the period from January 1, 2012 and March 31, 2012 and a pro-rated 250% target bonus and a 500% maximum bonus during the period from April 1, 2012 and December 31, 2012."

3. Section 5(e) of the Agreement is deleted and the following shall be inserted in lieu thereof:

"(e) participation in the Company's equity incentive plan with an increase to the contemplated 2012 grant of $800,000 more than the amount of the 2011 grant;"

IN WITNESS WHEREOF the parties have executed this Amendment to be effective as of the Amendment Effective Date.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Michael Gravelle

Its: Corporate Executive Vice President, Chief Legal Officer and Corporate Secretary

FRANK R. MARTIRE

/s/ Frank R. Martire

Exhibit 10.4

AMENDMENT NO. 1 TO AMEDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Amendment") is effective as of March 30, 2012 (the "Amendment Effective Date"), by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **GARY A. NORCROSS** (the "Employee") and amends that certain Amended and Restated Employment Agreement dated as of December __, 2009 (the “Agreement”). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The first sentence of Section 2 of the Agreement is deleted and the following shall be inserted in lieu thereof:

“2. Employment and Duties. Subject to the terms and conditions of this Agreement, Company employs Employee to serve as President and Chief Operating Officer reporting to the Company's Chief Executive Officer (the “CEO”), or in such other capacity as may be mutually agreed by the parties.”

2. The first sentence of Section 4 of the Agreement is deleted and the following shall be inserted in lieu thereof:

“4. Salary. During the Employment Term, Company shall pay Employee an annual base salary, before deducting all applicable withholdings, of no less than $700,000 per year, which reflects Employee's current annual base salary, payable at the time and in the manner dictated by Company's standard payroll policies.”

3. The second sentence of Section 5(c) of the Agreement is deleted and the following shall be inserted in lieu thereof:

“Effective as of April 1, 2012, Employee's target Annual Bonus under the Annual Bonus Plan shall be no less than 190% of Employee's then current Annual Base Salary, with a maximum of up to 380% of Employee's then current Annual Base Salary (collectively, the target and maximum Annual Bonus are referred to as the “Annual Bonus Opportunity”). For calendar year 2012, Employee's Annual Bonus Opportunity shall be calculated on the basis of a pro-rated 175% target bonus and 350% maximum bonus during the period from January 1, 2012 through March 31, 2012 and a pro-rated 190% target bonus and 380% maximum bonus during the period from April 1, 2012 through December 31, 2012.”

IN WITNESS WHEREOF the parties have executed this Amendment to be effective as of the Amendment Effective Date.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Michael Gravelle

Its: Corporate Executive Vice President, Chief Legal Officer and Corporate Secretary

GARY A. NORCROSS

/s/ Gary A. Norcross

Exhibit 31.1

CERTIFICATIONS

I, Frank R. Martire, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fidelity National Information Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2012	By:	/s/ Frank R. Martire
		Frank R. Martire
		Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Michael D. Hayford, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fidelity National Information Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2012

By: /s/ Michael D. Hayford

Michael D. Hayford

Corporate Executive Vice President and
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Chief Executive Officer of Fidelity National Information Services, Inc., a Georgia corporation (the “Company”), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.
2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: May 4, 2012	By:	/s/ Frank R. Martire
		Frank R. Martire
		Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Chief Financial Officer of Fidelity National Information Services, Inc., a Georgia corporation (the "Company"), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.
2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: May 4, 2012	By:	/s/ Michael D. Hayford
		Michael D. Hayford
		Chief Financial Officer