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

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**Form 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended **June 30, 2009**

Or

**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

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**Fidelity National Information Services, Inc.**

(Exact name of registrant as specified in its charter)

**Georgia**  
(State or other jurisdiction  
of incorporation or organization)

**601 Riverside Avenue**  
**Jacksonville, Florida**  
(Address of principal executive offices)

**37-1490331**  
(I.R.S. Employer  
Identification No.)

**32204**  
(Zip Code)

**(904) 854-5000**  
(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  NO

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  NO

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

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller reporting company)

Smaller reporting company

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

As of July 31, 2009, 191,832,618 shares of the Registrant's Common Stock were outstanding.

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FORM 10-Q  
QUARTERLY REPORT  
Quarter Ended June 30, 2009

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

	<u>June 30, 2009</u>	<u>December 31, 2008</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 227.9	\$ 220.9
Settlement deposits	38.0	31.4
Trade receivables, net of allowance for doubtful accounts of \$40.5 and \$40.6 at June 30, 2009 and December 31, 2008, respectively	521.8	538.1
Settlement receivables	38.9	52.1
Other receivables	77.5	121.1
Receivable from FNF and LPS	11.4	10.1
Prepaid expenses and other current assets	98.9	115.1
Deferred income taxes	80.5	77.4
<b>Total current assets</b>	<u>1,094.9</u>	<u>1,166.2</u>
Property and equipment, net of accumulated depreciation of \$280.4 and \$244.4 at June 30, 2009 and December 31, 2008, respectively	271.4	272.6
Goodwill	4,200.2	4,194.0
Intangible assets, net of accumulated amortization of \$546.0 and \$499.3 at June 30, 2009 and December 31, 2008, respectively	905.4	924.3
Computer software, net of accumulated amortization of \$371.1 and \$345.7 at June 30, 2009 and December 31, 2008, respectively	640.5	617.0
Deferred contract costs	249.0	241.2
Long term note receivable from FNF	5.1	5.5
Other noncurrent assets	73.3	79.6
<b>Total assets</b>	<u>\$ 7,439.8</u>	<u>\$ 7,500.4</u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 458.1	\$ 444.8
Settlement payables	81.6	83.3
Current portion of long-term debt	158.1	105.5
Deferred revenues	184.1	182.9
<b>Total current liabilities</b>	<u>881.9</u>	<u>816.5</u>
Deferred revenues	89.1	86.7
Deferred income taxes	331.2	332.7
Long-term debt, excluding current portion	2,134.0	2,409.0
Other long-term liabilities	115.3	158.5
<b>Total liabilities</b>	<u>3,551.5</u>	<u>3,803.4</u>
FIS stockholders' equity:		
Preferred stock \$0.01 par value; 200 shares authorized, none issued and outstanding at June 30, 2009 and December 31, 2008	—	—
Common stock \$0.01 par value; 600 shares authorized, 200.2 shares issued at June 30, 2009 and December 31, 2008, respectively	2.0	2.0
Additional paid in capital	2,964.6	2,959.8
Retained earnings	1,149.2	1,076.1
Accumulated other comprehensive earnings (loss)	(15.7)	(102.3)
Treasury stock, \$0.01 par value, 8.8 and 9.3 shares at June 30, 2009 and December 31, 2008, respectively	(383.2)	(402.8)
<b>Total FIS stockholders' equity</b>	<u>3,716.9</u>	<u>3,532.8</u>
Noncontrolling interest	171.4	164.2
<b>Total equity</b>	<u>3,888.3</u>	<u>3,697.0</u>
<b>Total liabilities and equity</b>	<u>\$ 7,439.8</u>	<u>\$ 7,500.4</u>

See accompanying notes to unaudited consolidated financial statements.

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

	Three-month periods ended June 30,		Six-month periods ended June 30,	
	2009	2008	2009	2008
Processing and services revenues (for related party activity, see note 3)	\$ 834.8	\$ 869.7	\$ 1,632.6	\$ 1,700.0
Cost of revenues (for related party activity, see note 3)	602.7	674.0	1,199.9	1,322.7
Gross profit	232.1	195.7	432.7	377.3
Selling, general, and administrative expenses (for related party activity, see note 3)	93.2	117.9	189.3	229.0
Research and development costs	21.5	19.9	44.1	39.2
Operating income	117.4	57.9	199.3	109.1
Other income (expense):				
Interest income	0.5	1.5	1.3	4.3
Interest expense	(31.8)	(43.6)	(63.8)	(82.4)
Other income	5.5	1.3	6.7	0.1
Total other expense	(25.8)	(40.8)	(55.8)	(78.0)
Earnings from continuing operations before income taxes and equity in losses of unconsolidated entities	91.6	17.1	143.5	31.1
Provision for income taxes	31.6	3.3	49.5	6.6
Equity in losses of unconsolidated entities	—	(0.2)	—	(0.2)
Earnings from continuing operations, net of tax	60.0	13.6	94.0	24.3
(Losses) earnings from discontinued operations, net of tax	(0.4)	59.2	(1.7)	118.8
Net earnings	59.6	72.8	92.3	143.1
Net earnings attributable to noncontrolling interest	(0.4)	(0.9)	(0.1)	(0.7)
Net earnings attributable to FIS	\$ 59.2	\$ 71.9	\$ 92.2	\$ 142.4
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	\$ 0.31	\$ 0.07	\$ 0.49	\$ 0.13
Net earnings (loss) per share — basic from discontinued operations attributable to FIS common stockholders	—	0.30	(0.01)	0.61
Net earnings per share — basic attributable to FIS common stockholders	\$ 0.31	\$ 0.37	\$ 0.48	\$ 0.74
Weighted average shares outstanding — basic	190.3	192.5	190.2	193.5
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	\$ 0.31	\$ 0.07	\$ 0.49	\$ 0.12
Net earnings (loss) per share — diluted from discontinued operations attributable to FIS common stockholders	—	0.30	(0.01)	0.61
Net earnings per share — diluted attributable to FIS common stockholders	\$ 0.31	\$ 0.37	\$ 0.48	\$ 0.73
Weighted average shares outstanding — diluted	192.7	194.4	192.2	195.5
Cash dividends paid per share	\$ 0.05	\$ 0.05	\$ 0.10	\$ 0.10
<b>Amounts attributable to FIS common stockholders:</b>				
Earnings from continuing operations, net of tax	\$ 59.6	\$ 13.3	\$ 93.9	\$ 24.2
(Losses) earnings from discontinued operations, net of tax	(0.4)	58.6	(1.7)	118.2
Net earnings attributable to FIS	\$ 59.2	\$ 71.9	\$ 92.2	\$ 142.4

See accompanying notes to unaudited consolidated financial statements.

**FIDELITY NATIONAL INFORMATION SERVICES, INC.  
AND SUBSIDIARIES**  
**Consolidated Statement of Equity**  
**(In millions, except per share amounts)**  
**(Unaudited)**

	Amount									
	FIS Stockholders									
	Number of Shares		Common Stock	Additional Paid In Capital	Retained Earnings	Accumulated Other Comprehensive Earnings (Loss)	Treasury Stock	Noncontrolling Interest	Comprehensive Earnings	Total Equity
Common Shares	Treasury Stock									
Balances, December 31, 2008	200.2	(9.3)	\$ 2.0	\$ 2,959.8	\$ 1,076.1	\$ (102.3)	\$ (402.8)	\$ 164.2	\$ —	\$ 3,697.0
Exercise of stock options	—	0.5	—	(13.6)	—	—	19.6	—	—	6.0
Tax benefit associated with exercise of stock options	—	—	—	0.1	—	—	—	—	—	0.1
Stock-based compensation	—	—	—	18.3	—	—	—	—	—	18.3
Cash dividends paid (\$0.10 per share) and other distributions	—	—	—	—	(19.1)	—	—	(1.1)	—	(20.2)
Comprehensive Earnings:										
Net Earnings	—	—	—	—	92.2	—	—	0.1	92.3	92.3
Other comprehensive earnings, net of tax:										
Unrealized gain on investments and derivatives, net	—	—	—	—	—	21.2	—	—	21.2	21.2
Unrealized gain on foreign currency translation	—	—	—	—	—	65.4	—	8.2	73.6	73.6
Comprehensive earnings:									\$ 187.1	
Balances, June 30, 2009	<u>200.2</u>	<u>(8.8)</u>	<u>\$ 2.0</u>	<u>\$ 2,964.6</u>	<u>\$ 1,149.2</u>	<u>\$ (15.7)</u>	<u>\$ (383.2)</u>	<u>\$ 171.4</u>		<u>\$ 3,888.3</u>

See accompanying notes to unaudited consolidated financial statements.

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

	Six-month periods ended June 30,	
	2009	2008
Cash flows from operating activities:		
Net earnings	\$ 92.3	\$ 143.1
Adjustment to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	184.1	244.5
Amortization of debt issue costs	1.7	2.9
Gain on sale of company assets	—	(1.0)
Stock-based compensation	18.3	42.2
Deferred income taxes	(31.8)	3.0
Tax benefit associated with exercise of stock options	(0.1)	(0.9)
Equity in losses of unconsolidated entities	—	2.3
Changes in assets and liabilities, net of effects from acquisitions:		
Net decrease (increase) in trade receivables	93.8	(58.2)
Net decrease (increase) in prepaid expenses and other assets	19.3	(6.7)
Net increase in deferred contract costs	(25.3)	(39.5)
Net increase in deferred revenue	2.5	15.7
Net decrease in accounts payable, accrued liabilities, and other liabilities	(23.7)	(104.6)
Net cash provided by operating activities	<u>331.1</u>	<u>242.8</u>
Cash flows from investing activities:		
Additions to property and equipment	(27.1)	(43.9)
Additions to capitalized software	(69.1)	(111.7)
Other investing activities	—	(4.7)
Net proceeds from sale of company assets	—	33.5
Acquisitions, net of cash acquired	(3.8)	(17.4)
Net cash used in investing activities	<u>(100.0)</u>	<u>(144.2)</u>
Cash flows from financing activities:		
Borrowings	1,198.7	2,699.6
Debt service payments	(1,420.1)	(2,704.5)
Tax benefit associated with exercise of stock options	0.1	0.9
Exercise of stock options	6.0	11.5
Treasury stock purchases	—	(236.2)
Cash dividends paid	(19.1)	(19.3)
Net cash used in financing activities	<u>(234.4)</u>	<u>(248.0)</u>
Effect of foreign currency exchange rates on cash	10.3	1.1
Net increase (decrease) in cash and cash equivalents	7.0	(148.3)
Cash and cash equivalents, beginning of period	220.9	355.3
Cash and cash equivalents, end of period	<u>\$ 227.9</u>	<u>\$ 207.0</u>
Supplemental cash flow information:		
Cash paid for interest	\$ 61.8	\$ 124.2
Cash paid for taxes	<u>\$ 89.3</u>	<u>\$ 46.5</u>

See accompanying notes to unaudited consolidated financial statements.

**FIDELITY NATIONAL INFORMATION SERVICES, INC.  
AND SUBSIDIARIES  
NOTES TO 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.

**(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, as amended by the Annual Report on Form 10-K/A, for the year ended December 31, 2008. The preparation of these Consolidated Financial Statements 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 Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Certain reclassifications have been made in the 2008 Consolidated Financial Statements to conform to the classifications used in 2009.

We report the results of our operations in four reporting segments: 1) Financial Solutions, 2) Payment Solutions, 3) International and 4) Corporate and Other (Note 8).

**(2) Discontinued Operations**

During 2008, we discontinued certain operations which are reported as discontinued operations in the Consolidated Statements of Earnings for the three-month and six-month periods ended June 30, 2009 and 2008, in accordance with the authoritative guidance for the impairment or disposal of long-lived assets. Interest is allocated to discontinued operations based on debt to be retired and debt specifically identified as related to the respective discontinued operation.

**LPS**

On July 2, 2008 (the "spin-off date"), all of the shares of the common stock, par value \$0.0001 per share, of Lender Processing Services, Inc. ("LPS") were distributed to FIS shareholders through a stock dividend (the "spin-off"). At the time of the distribution, LPS consisted of substantially all the assets, liabilities, businesses and employees related to FIS' Lender Processing Services segment. Upon the distribution, FIS shareholders received one-half share of LPS common stock for every share of FIS common stock held as of the close of business on June 24, 2008. The results of operations of the former LPS segment of FIS are reflected as discontinued operations in the Consolidated Statements of Earnings for the three-month and six-month periods ended June 30, 2008. LPS had revenues of \$460.4 million and \$913.1 million during the three-month and six-month periods ended June 30, 2008, respectively. LPS had earnings before taxes of \$93.0 million and \$186.6 million during the three-month and six-month periods ended June 30, 2008, respectively.

**Certegy Australia, Ltd**

On October 13, 2008, we sold Certegy Australia, Ltd. ("Certegy Australia") for \$21.1 million in cash and other consideration, because its operations did not align with our strategic plans. Certegy Australia had revenues of \$9.0 million and \$16.9 million during the three-month and six-month periods ended June 30, 2008, respectively. Certegy Australia had (losses) earnings before taxes of (\$0.5) million and \$5.4 million during the three-month periods ended June 30, 2009 and 2008 and (\$2.4) million and \$9.6 million during the six-month periods ended June 30, 2009 and 2008, respectively.

**Certegy Gaming Services, Inc.**

On April 1, 2008, we sold Certegy Gaming Services, Inc. ("Certegy Game") for \$25.0 million, realizing a pretax loss of \$4.1 million, because its operations did not align with our strategic plans. Certegy Game had revenues of \$27.2 million and earnings before taxes of \$0.3 million (excluding the pretax loss realized on sale) during the six-month period ended June 30, 2008.

**FIS Credit Services, Inc.**

On February 29, 2008, we sold FIS Credit Services, Inc. ("Credit") for \$6.0 million, realizing a pre-tax gain of \$1.4 million, because its operations did not align with our strategic plans. Credit had revenues of \$1.4 million and losses before taxes of \$0.2 million (excluding the realized gain) during the six-month period ended June 30, 2008.

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

**Homebuilders Financial Network, LLC**

During the year ended December 31, 2008, we discontinued and dissolved Homebuilders Financial Network, LLC and its related entities (“HFN”) due to the loss of a major customer. HFN had revenues of \$0.2 million and \$1.4 million during the three-month and six-month periods ended June 30, 2008, respectively. HFN had earnings (losses) before taxes of \$0.7 million and (\$4.7) million during the three-month and six-month periods ended June 30, 2008.

**(3) 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-month and six-month periods ended June 30, 2009 and 2008 is as follows (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
ABN AMRO Real card and item processing revenue	\$ 24.3	\$ 28.3	\$ 44.1	\$ 43.0
Banco Bradesco card and item processing revenue	25.1	23.8	46.0	44.7
Sedgwick data processing services revenue	9.9	9.7	19.9	19.4
FNF data processing services revenue	12.3	11.4	24.1	22.6
LPS services revenue	1.6	1.7	3.3	3.6
Total revenues	<u>\$ 73.2</u>	<u>\$ 74.9</u>	<u>\$ 137.4</u>	<u>\$ 133.3</u>

A detail of related party items included in operating expenses (net of expense reimbursements) for the three-month and six-month periods ended June 30, 2009 and 2008 is as follows (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
Equipment and real estate leasing with FNF and LPS	\$ 5.2	\$ 4.9	\$ 10.1	\$ 9.5
Administrative corporate support and other services with FNF and LPS	2.2	1.9	4.2	3.7
Total expenses	<u>\$ 7.4</u>	<u>\$ 6.8</u>	<u>\$ 14.3</u>	<u>\$ 13.2</u>

**ABN AMRO Real and Banco Bradesco**

In March 2006, we entered into an agreement with ABN AMRO Real (“ABN”) and Banco Bradesco S.A. (“Bradesco”) (collectively, “banks”) to form a venture to provide comprehensive, fully outsourced card processing services to Brazilian card issuers. In exchange for a 51% controlling interest in the venture, we contributed our existing Brazilian card processing business contracts and Brazilian card processing infrastructure and committed to make enhancements to our card processing system to meet the processing needs of the banks and their affiliates. The banks executed long-term contracts to process their card portfolios with the venture in exchange for an aggregate 49% interest in the venture. Additionally, we provide item processing services to Bradesco and ABN outside of the Brazilian card processing venture.

**Sedgwick**

We provide data processing services to Sedgwick CMS, Inc. (“Sedgwick”), a company in which Fidelity National Financial, Inc., (“FNF”) holds an approximate 32% equity interest.

**FNF**

We provide data processing services to FNF consisting primarily of infrastructure support and data center management. Our agreement with FNF runs through June 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 have a \$5.9 million note receivable from FNF, of which \$0.8 million is included in receivable from FNF and LPS in the Consolidated Balance Sheets, which matures in September 2012, with interest payable at a rate of LIBOR plus 0.45% (1.64% as of June 30, 2009). We recorded interest income related to this note of less than \$0.1 million and \$0.1 million for the three-month periods ended June 30, 2009 and 2008 and \$0.1 million and \$0.2 million for the six-month periods ended June 30, 2009 and 2008, respectively. Historically, FNF has provided to us, and to a lesser extent we have provided to FNF, certain administrative support services relating to general management and

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

administration. The pricing for these services, both to and from FNF, is at cost. We also incurred expenses for amounts paid by us to FNF under leases of certain personal property and technology equipment.

**LPS**

We provide transitional services to LPS as a result of the spin-off. In addition, we have entered into certain property management and real estate lease agreements with LPS relating to our Jacksonville corporate headquarters.

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.

**(4) Unaudited Net Earnings per Share**

The basic weighted average shares and common stock equivalents for the three-month and six-month periods ended June 30, 2009 and 2008 are computed using the treasury stock method.

The following table summarizes the earnings per share attributable to FIS common stockholders, for the three-month and six-month periods ended June 30, 2009 and 2008 (in millions, except per share amounts):

	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
Net earnings from continuing operations attributable to FIS, net of tax	\$ 59.6	\$ 13.3	\$ 93.9	\$ 24.2
Net earnings (losses) from discontinued operations attributable to FIS, net of tax	(0.4)	58.6	(1.7)	118.2
Net earnings attributable to FIS, net of tax	<u>\$ 59.2</u>	<u>\$ 71.9</u>	<u>\$ 92.2</u>	<u>\$ 142.4</u>
Weighted average shares outstanding — basic	190.3	192.5	190.2	193.5
Plus: Common stock equivalent shares assumed from conversion of options	2.4	1.9	2.0	2.0
Weighted average shares outstanding — diluted	<u>192.7</u>	<u>194.4</u>	<u>192.2</u>	<u>195.5</u>
Basic net earnings per share from continuing operations attributable to FIS common stockholders	\$ 0.31	\$ 0.07	\$ 0.49	\$ 0.13
Basic net earnings (losses) per share from discontinued operations attributable to FIS common stockholders	—	0.30	(0.01)	0.61
Basic net earnings per share	<u>\$ 0.31</u>	<u>\$ 0.37</u>	<u>\$ 0.48</u>	<u>\$ 0.74</u>
Diluted net earnings per share from continuing operations attributable to FIS common stockholders	\$ 0.31	\$ 0.07	\$ 0.49	\$ 0.12
Diluted net earnings (losses) per share from discontinued operations attributable to FIS common stockholders	—	0.30	(0.01)	0.61
Diluted net earnings per share attributable to FIS common stockholders	<u>\$ 0.31</u>	<u>\$ 0.37</u>	<u>\$ 0.48</u>	<u>\$ 0.73</u>

Options to purchase approximately 11.3 million shares and 9.4 million shares of our common stock for the three-month periods and 15.1 million shares and 9.0 million shares of our common stock for the six-month periods ended June 30, 2009 and 2008, respectively, were not included in the computation of diluted earnings per share because they were antidilutive.

**(5) Metavante Merger**

On March 31, 2009, FIS and Metavante Technologies, Inc. (“Metavante”) entered into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which FIS will acquire Metavante. The transaction will be structured as a tax-free reorganization whereby Metavante will be merged with and into a newly formed subsidiary of FIS (the “Merger”).

Under the terms of the Merger Agreement, Metavante shareholders will receive a fixed exchange ratio of 1.35 (the “Exchange Ratio”) shares of FIS common stock for each share of Metavante common stock they own. In addition, outstanding Metavante stock options and other stock-based awards (other than performance shares) will be converted into stock options and other stock-based awards, respectively, with respect to shares of FIS common stock using the Exchange Ratio.

In connection with the Merger Agreement, FIS entered into an Investment Agreement (the “Investment Agreement”) on March 31, 2009, with certain affiliates of Thomas H. Lee Partners, L.P. (“THL”) and FNF, pursuant to which, the Company will issue and sell (a) to THL in a private placement 12.9 million shares of common stock of the Company for an aggregate purchase price of

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approximately \$200.0 million and (b) to FNF in a private placement 3.2 million shares of common stock of the Company for an aggregate purchase price of approximately \$50.0 million. Pursuant to the terms of the Investment Agreement, the Company will pay each of THL and FNF a transaction fee equal to 3% of their respective investments.

On July 21, 2009, the Registration Statement filed by FIS with the Securities and Exchange Commission was declared effective and FIS and Metavante have mailed the joint proxy statement/prospectus relating to the shareholders meetings to their respective shareholders. On September 4, 2009 FIS and Metavante will hold special meetings of their respective shareholders to vote on the issuance of FIS common stock in connection with the Merger and the Investment Agreement. FIS and Metavante shareholders of record as of June 29, 2009 will be entitled to vote at the special meeting.

Completion of the merger remains subject to antitrust clearance in the United States, receipt of FIS and Metavante shareholder approvals, and other customary closing conditions. FIS and Metavante expect the merger to close during the fourth quarter of 2009.

**(6) Long-Term Debt**

Long-term debt as of June 30, 2009 and December 31, 2008 consisted of the following (in millions):

	June 30, 2009	December 31, 2008
Term Loan A, secured, interest payable at LIBOR plus 0.88% (1.20% at June 30, 2009), quarterly principal amortization, maturing January 2012	\$ 1,942.5	\$ 1,995.0
Revolving Loan, secured, interest payable at LIBOR plus 0.70% (Eurocurrency Borrowings), Fed-funds plus 0.70% (Swingline Borrowings) or Prime plus 0.00% (Base Rate Borrowings) plus 0.18% facility fee (0.99%, 0.92% or 3.25% respectively at June 30, 2009), maturing January 2012. Total of \$565.9 million unused as of June 30, 2009	329.6	499.4
Other promissory notes with various interest rates and maturities	20.0	20.1
	2,292.1	2,514.5
Less current portion	(158.1)	(105.5)
Long-term debt, excluding current portion	<u>\$ 2,134.0</u>	<u>\$ 2,409.0</u>

The fair value of the Company's long-term debt at June 30, 2009 is estimated to be approximately \$321.0 million lower than the carrying value (based on values of trades of our debt made in close proximity to quarter-end). These estimates are subjective in nature and involve 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 June 30, 2009, we have entered into the following interest rate swap transactions converting a portion of the interest rate exposure on our Term and Revolving Loans from variable to fixed (in millions):

Effective Date	Termination Date	Notional Amount (in millions)	Bank Pays Variable Rate of(1)	FIS pays Fixed Rate of(2)
October 11, 2007	October 11, 2009	\$ 1,000.0	1 Month Libor	4.73%
December 11, 2007	December 11, 2009	250.0	1 Month Libor	3.80%
April 11, 2007	April 11, 2010	850.0	1 Month Libor	4.92%
		<u>\$ 2,100.0</u>		

(1) 0.32% in effect at June 30, 2009 under the agreements.

(2) In addition to the fixed rates paid under the swaps, we pay an applicable margin to our bank lenders on the Term Loan A of 0.88% and the Revolving Loan of 0.70% (plus a facility fee of 0.18%) as of June 30, 2009.

We have designated these interest rate swaps as cash flow hedges. 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 when determining the fair value of our interest rate swaps. During June 2008, we terminated the \$750 million interest rate swap tied to the Term Loan B that was retired during July 2008, without any significant impact to our financial position or results of operations during the period as its fair value was approximately zero on the date of termination.

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

	Liability Derivatives			
	June 30, 2009		December 31, 2008	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swap contracts	Accounts payable and accrued liabilities	\$ 50.5	Accounts payable and accrued liabilities	\$ 39.6
Interest rate swap contracts	Other long-term liabilities	—	Other long-term liabilities	44.6
<b>Total derivatives designated as hedging instruments</b>		<b>\$ 50.5</b>		<b>\$ 84.2</b>

A summary of the effect of derivative instruments on the Company's Consolidated Statements of Earnings recognized in Other Comprehensive Earnings ("OCE") are as follows (in millions):

Derivatives in Cash Flow Hedging Relationships	Amount of Gain(Loss) Recognized in OCE on Derivative		Location of Loss Reclassified from Accumulated OCE into Income	Amount of Loss Reclassified from Accumulated OCE into Income	
	Three Months Ended June 30, 2009	Three Months Ended June 30, 2008		Three Months Ended June 30, 2009	Three Months Ended June 30, 2008
Interest rate swap contracts	\$ 3.8	\$ (53.9)	Interest expense	\$ (22.7)	\$ (12.7)

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Derivatives in SFAS 133 Cash Flow Hedging Relationships	Amount of Gain Recognized in OCE on Derivative		Location of Loss Reclassified from Accumulated OCE into Income	Amount of Loss Reclassified from Accumulated OCE into Income	
	Six Months Ended June 30, 2009	Six Months Ended June 30, 2008		Six Months Ended June 30, 2009	Six Months Ended June 30, 2008
Interest rate swap contracts	\$ 10.5	\$ 28.1	Interest expense	\$ (44.2)	\$ (18.3)

Our existing cash flow hedges are highly effective and there is no current 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 June 30, 2009, 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 future hedge cash flows remain probable of occurring.

Principal maturities of long-term debt at June 30, 2009 are as follows (in millions):

2009 remainder	\$ 53.0
2010	210.0
2011	157.5
2012	1,871.6
<b>Total</b>	<b>\$ 2,292.1</b>

Through the eFunds Corporation (“eFunds”) acquisition on September 12, 2007, we assumed \$100.0 million in long-term notes payable previously issued by eFunds (the “eFunds Notes”). On February 26, 2008, we redeemed the eFunds Notes for a total of \$109.3 million, which included a make-whole premium of \$9.3 million.

**(7) 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 disclosure 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 an asset has been impaired or 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.

***Litigation Related to the Merger***

On April 7, 2009, a putative class action complaint was filed by a purported Metavante shareholder against Metavante, its directors, certain officers, and FIS. The complaint alleges that the Metavante directors and officers breached fiduciary duties to Metavante

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shareholders and that Metavante and FIS aided and abetted such breaches. The complaint seeks to enjoin the proposed Merger transaction, preliminarily and permanently, and also seeks unspecified money damages, attorneys' fees, and class certification. An amended complaint was filed on April 23, 2009, adding an additional plaintiff, but it is otherwise the same as the original complaint. The case is *Lisa Repinski, et al v. Michael Hayford, et al*, Milwaukee County Circuit Court Case No. 09CV5325.

On April 24, 2009, a second putative class action containing similar allegations was filed by another purported Metavante shareholder against Metavante and its directors and certain officers. This complaint also seeks to enjoin the Merger transaction, preliminarily and permanently, and also seeks unspecified money damages, attorneys' fees, and class certification. The case is *Samuel Beren v. Metavante Technologies, Inc. et al.*, Milwaukee County Circuit Court Case No. 09CV6315.

On April 28, 2009, a motion was filed to consolidate the *Repinski* and *Beren* actions; that motion has not yet been decided. FIS believes these actions are without merit and intends to defend vigorously against the claims.

*McCormick, April v. Certegy Payment Recovery Services, Inc., et al*

This is a putative class action filed during the first quarter of 2006 in the U.S. District Court for the Northern District of Texas against Certegy Check Services, Inc. and Certegy Payment Recovery Services, Inc. The complaint seeks damages and declaratory relief for breach of contract as well as alleged violations of the Fair Debt Collection Practices Act ("FDCPA"), Texas Debt Collections Act, and Texas Deceptive Trade Practices Act ("TDTPA"). The Plaintiff wrote a check to a retailer that was dishonored on presentation. The dishonored check was assigned to Certegy for recovery and collection of associated service charges. The Plaintiff contends that there was no authority to collect a \$30 service charge on her bounced check, that the collection letters she received were misleading and that Certegy's actions were oppressive. Point-of-sale signage indicated that a fee of \$25 or the maximum allowed by law would be owed for any bounced check. In addition, the check was stamped at the point-of-sale with a similar statement that the plaintiff signed. The service charge statute in Texas allows a reasonable fee of up to \$30 for bounced checks. The court dismissed multiple claims arising out of the FDCPA, including all claims based on alleged misrepresentations or oppressive conduct. The only FDCPA claim remaining is Plaintiff's claim against Certegy Payment Recovery Services under Section 808. Certegy filed a motion to dismiss the state law claims and a motion for summary judgment as to all counts, arguing that Plaintiff expressly agreed to pay a service charge if her check bounced. The court dismissed the declaratory judgment claim and found that Certegy did not make false, deceptive or misleading representations under the TDTPA; however, the court declined to dismiss the remainder of the state law claims. The Plaintiff filed a motion for class certification, and in the first quarter of 2009 the court granted that motion with respect to the FDCPA claim against Certegy Payment Recovery Services, but denied it with respect to all other claims and against all other defendants. Certegy Payment Recovery Services has appealed the decision to the 5th Circuit Court of Appeals. The matter was mediated during the second quarter of 2009 and settled. The settlement is subject to court approval.

*Driver's Privacy Protection Act*

A putative class action lawsuit styled *Richard Fresco, et al. v. Automotive Directions, Inc. et al.*, was filed against eFunds and seven other non-related parties in the U.S. District Court for the Southern District of Florida during the second quarter of 2003. The complaint alleged that eFunds purchased motor vehicle records that were used for marketing and other purposes that are not permitted under the Federal Driver's Privacy Protection Act ("DPPA"). The plaintiffs sought statutory damages, plus costs, attorney's fees and injunctive relief. eFunds and five of the other seven defendants settled the case with the plaintiffs. That settlement was approved by the court over the objection of a group of Texas drivers and motor vehicle record holders. The plaintiffs have since moved to amend the court's order approving the settlement in order to seek a greater attorneys' fee award and to recover supplemental costs. In the meantime, the objectors filed two class action complaints styled *Sharon Taylor, et al. v. Biometric Access Company et al. and Sharon Taylor, et al. v. Acxiom et al.* in the U.S. District Court for the Eastern District of Texas during the first quarter of 2007 alleging similar violations of the DPPA. The Acxiom action was filed against the Company's ChexSystems, Inc. subsidiary, while the Biometric suit was filed against the Company's Certegy Check Services, Inc. subsidiary. The judge recused himself in the action against Certegy because he was a potential member of the class. The lawsuit was then assigned to a new judge and Certegy filed a motion to dismiss. The court granted Certegy's motion to dismiss with prejudice in the third quarter of 2008. ChexSystems filed a motion to dismiss or stay its action based upon the earlier settlement and the Court granted the motion to stay pending resolution of the Florida case. The court dismissed the ChexSystems' lawsuit with prejudice against the remaining defendants in the third quarter of 2008. The plaintiffs moved the court to amend the dismissal to exclude defendants that were parties to the Florida settlement. That motion was granted. The plaintiffs then appealed the dismissal. The plaintiffs' appeals of the dismissals in both lawsuits are pending.

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*Searcy, Gladys v. eFunds Corporation*

This is a nationwide putative class action that was originally filed against eFunds Corporation 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 alleges 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. The Company is vigorously defending the matter.

**Indemnifications and Warranties**

The Company often indemnifies its customers against damages and costs resulting from claims of patent, copyright, or trademark infringement associated with use of its software through software licensing agreements. Historically, the Company has not made any 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 costs have been incurred related to software warranties and none are expected in the future, and as such no accruals for warranty costs have been made.

**(8) Segment Information**

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

As of and for the three-month period ended June 30, 2009 (in millions):

	Financial Solutions	Payment Solutions	International	Corporate and Other	Total
Processing and services revenues	\$ 277.0	\$ 380.0	\$ 178.4	\$ (0.6)	\$ 834.8
Operating expenses	186.3	285.6	163.5	82.0	717.4
Operating income	<u>\$ 90.7</u>	<u>\$ 94.4</u>	<u>\$ 14.9</u>	<u>\$ (82.6)</u>	<u>117.4</u>
Other income (expense) unallocated					(25.8)
Income from continuing operations					<u>\$ 91.6</u>
Depreciation and amortization	<u>\$ 28.7</u>	<u>\$ 10.8</u>	<u>\$ 14.6</u>	<u>\$ 38.0</u>	<u>\$ 92.1</u>
Capital expenditures	<u>\$ 25.2</u>	<u>\$ 7.2</u>	<u>\$ 17.6</u>	<u>\$ 0.9</u>	<u>\$ 50.9</u>
Total assets	<u>\$ 2,858.9</u>	<u>\$ 2,232.0</u>	<u>\$ 1,432.7</u>	<u>\$ 823.1</u>	<u>\$ 7,346.7</u>
Goodwill	<u>\$ 2,096.2</u>	<u>\$ 1,677.6</u>	<u>\$ 426.4</u>	<u>\$ —</u>	<u>\$ 4,200.2</u>

As of and for the three-month period ended June 30, 2008 (in millions):

	Financial Solutions	Payment Solutions	International	Corporate and Other	Total
Processing and services revenues	\$ 280.8	\$ 383.4	\$ 206.8	\$ (1.3)	\$ 869.7
Operating expenses	202.9	295.9	199.2	113.8	811.8
Operating income	<u>\$ 77.9</u>	<u>\$ 87.5</u>	<u>\$ 7.6</u>	<u>\$ (115.1)</u>	<u>57.9</u>
Other income (expense) unallocated					(40.8)
Income from continuing operations					<u>\$ 17.1</u>
Depreciation and amortization	<u>\$ 25.9</u>	<u>\$ 9.7</u>	<u>\$ 15.2</u>	<u>\$ 47.0</u>	<u>\$ 97.8</u>
Capital expenditures	<u>\$ 19.2</u>	<u>\$ 10.0</u>	<u>\$ 24.4</u>	<u>\$ (1.5)</u>	<u>\$ 52.1</u>
Total assets	<u>\$ 2,982.9</u>	<u>\$ 2,318.2</u>	<u>\$ 1,290.2</u>	<u>\$ 1,149.1</u>	<u>\$ 7,740.4</u>
Goodwill	<u>\$ 2,112.2</u>	<u>\$ 1,686.6</u>	<u>\$ 426.7</u>	<u>\$ —</u>	<u>\$ 4,225.5</u>

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As of and for the six-month period ended June 30, 2009 (in millions):

	<u>Financial Solutions</u>	<u>Payment Solutions</u>	<u>International</u>	<u>Corporate and Other</u>	<u>Total</u>
Processing and services revenues	\$ 548.3	\$ 744.7	\$ 340.7	\$ (1.1)	\$ 1,632.6
Operating expenses	384.0	566.2	315.6	167.5	1,433.3
Operating income	<u>\$ 164.3</u>	<u>\$ 178.5</u>	<u>\$ 25.1</u>	<u>\$ (168.6)</u>	199.3
Other income (expense) unallocated					(55.8)
Income from continuing operations					<u>\$ 143.5</u>
Depreciation and amortization	\$ 57.1	\$ 21.9	\$ 27.8	\$ 77.3	\$ 184.1
Capital expenditures	<u>\$ 51.1</u>	<u>\$ 14.9</u>	<u>\$ 26.9</u>	<u>\$ 3.3</u>	<u>\$ 96.2</u>

As of and for the six-month period ended June 30, 2008 (in millions):

	<u>Financial Solutions</u>	<u>Payment Solutions</u>	<u>International</u>	<u>Corporate and Other</u>	<u>Total</u>
Processing and services revenues	\$ 561.2	\$ 756.7	\$ 383.7	\$ (1.6)	\$ 1,700.0
Operating expenses	413.8	598.3	363.9	214.9	1,590.9
Operating income	<u>\$ 147.4</u>	<u>\$ 158.4</u>	<u>\$ 19.8</u>	<u>\$ (216.5)</u>	109.1
Other income (expense) unallocated					(78.0)
Income from continuing operations					<u>\$ 31.1</u>
Depreciation and amortization	\$ 61.4	\$ 24.1	\$ 28.7	\$ 86.9	\$ 201.1
Capital expenditures	<u>\$ 44.7</u>	<u>\$ 19.8</u>	<u>\$ 65.6</u>	<u>\$ 0.3</u>	<u>\$ 130.4</u>

Brazil, Germany and the U.K. accounted for the majority of the sales to non-U.S. based customers.

Total assets at June 30, 2009 and 2008, excludes \$93.1 million and \$2,038.0 million, respectively, related to discontinued operations. Goodwill at June 30, 2008, exclude \$1,112.1 million related to discontinued operations.

**Financial Solutions**

The Financial Solutions segment focuses on serving the processing needs of financial institutions of all sizes, commercial lenders, finance companies and other businesses. The Company'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. The Company also provides a number of complementary applications and services that interact directly with the core processing applications, including applications that facilitate interactions between the Company's financial institution customers and their clients. The Company 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.

**Payment Solutions**

The Payment Solutions segment focuses on serving the payment processing and risk management needs of financial institutions, retailers and other businesses. This segment includes card issuer services, which enable banks, credit unions, and others to issue VISA and MasterCard credit and debit cards, private label cards, and other electronic payment cards for use by both consumer and business accounts. In addition, this segment provides risk management services to retailers and financial institutions. The Company 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.

**International**

The International segment offers both financial solutions and payment solutions to a wide array of international financial institutions. Also, this segment includes the Company's consolidated Brazilian card processing venture (see note 3). Included in this segment are long-term assets, excluding Goodwill and other Intangible assets, located outside of the United States totaling \$442.7 million and \$472.1 million at June 30, 2009 and 2008, respectively. These assets are predominantly located in Germany, Brazil, the U.K. and India.

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*Corporate and Other*

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

**(9) Subsequent Events**

The Company has evaluated transactions, events and circumstances for consideration of recognition or disclosure through August 5, 2009, the date these interim financial statements were issued, and has reflected or disclosed those items within the Consolidated Financial Statements as deemed appropriate.

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.

## 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: Consolidated Financial Statements and the Notes thereto included elsewhere in this report. The discussion below contains forward-looking statements that involve a number of risks and uncertainties. Statements that are not historical facts, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements are based on management’s beliefs, as well as assumptions made by, and information currently available to, management. Because such statements are based on expectations as to future economic performance and are not statements of fact, actual results may differ materially from those projected. The risks and uncertainties which forward-looking statements are subject to include, without limitation: changes in general economic, business and political conditions, including changes in the financial markets; the effect of governmental regulations, including the possibility that there are unexpected delays in obtaining regulatory approvals for our merger with Metavante; the failure to obtain required transaction approvals from FIS’ and Metavante’s shareholders; the effects of our substantial leverage which may limit the funds available to make acquisitions and invest in our business; the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in the banking, retail and financial services industries or due to financial failures suffered by firms in those industries; failures to adapt our services to changes in technology or in the marketplace; our potential inability to find suitable acquisition candidates or difficulties in integrating acquisitions; significant competition that our operating subsidiaries face; and other risks detailed in the “Statement Regarding Forward-Looking Information,” “Risk Factors” and other sections of the Company’s Form 10-K and other filings with the Securities and Exchange Commission. All forward-looking statements included in this document are based on information available at the time the document was filed. FIS assumes no obligation to update any forward-looking statement.

### **Overview**

We are one of the largest global providers of processing services to financial institutions and businesses, serving customers in over 90 countries throughout the world. We are among the market leaders in core processing, card issuing services and check point-of-sale verification and guarantee. We offer a diversified service mix, and benefit from the opportunity to cross-sell multiple services across our broad customer base. We have four reporting segments: Financial Solutions, Payment Solutions, International and Corporate and Other. A description of these segments is included in Note 8 to the Notes to 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**

A significant portion of our revenue is derived from transaction processing fees. As a result, the number of deposit and card transactions can affect our business and thus the condition of the overall economy can have an effect on our growth. In light of current economic conditions, we are seeking to manage our costs and capital expenditures prudently. We reduced both domestic headcount and capital expenditures in 2009 from 2008 levels.

Card transactions continue to increase as a percentage of total point-of-sale payments, which fuels continuing demand for card-related services. We continue to launch new services aimed at accommodating this demand. In recent years, we have introduced 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. At the same time, the use of checks continues to decline as a percentage of total point-of-sale payments. We have announced that we are considering strategic alternatives for our remaining check businesses, although no assurance can be given as to whether or when any disposal transaction or other change with respect to those businesses will be accomplished.

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. Generally, demand for outsourcing solutions has increased over time as service providers such as us realize economies of scale and improve their ability to provide services that improve customer efficiencies and reduce costs.

Consolidation within the banking industry may be beneficial or detrimental to our businesses. 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 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 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. While it is difficult to mitigate the risks of consolidations, we seek to do so through offering competitive services and trying to take advantage of situations on a case by case basis depending on the specific opportunities at the combined company.

We believe that we are in the midst of one of the most difficult times that has ever existed for financial institutions, retailers and other businesses in the United States and internationally. We expect there to be a significant number of bank failures in the next few years, which may be offset to a degree by somewhat decreased bank acquisition activity. However, we believe that our potential exposure to bank failures and forced government actions that have occurred to date is less than one percent of our revenues. Additionally, this exposure does not consider any incremental revenues we may generate from potential license fees or service associated with assisting surviving institutions with integrating acquired assets resulting from financial failures. In the current economy, we believe customers may turn more to outsourcing as a means to reduce fixed costs and gain a competitive edge. However, although we have lately seen an increase in requests for outsourcing proposals, it is not yet certain how many of these requesting financial institutions will move forward with their potential projects given current economic conditions. Financial institutions may defer upgrades or other outsourcing projects until conditions improve. We believe that software sales and to a lesser degree professional services will be the most at risk as far as purchases that financial institutions may defer, because in general they tend to be more discretionary than outsourcing projects. The software sales and professional services represented approximately 14% of our revenues during the year ended December 31, 2008. We are addressing the foregoing trends and business conditions in part by managing our costs and capital expenditures, as described above, and by ensuring that the pricing and quality of our services continue to deliver value for our existing and potential customers.

While we believe that we are well positioned to withstand the current financial crisis, there are factors outside our control that might impact our operating results that we may not be able to fully anticipate as to timing and severity, including but not limited to adverse effects if banks are nationalized, continued global economic conditions worsen, causing further slowdowns in consumer spending and lending, and the impact on our ability to access capital should any of our lenders fail.

***Critical Accounting Policies***

There have been no significant changes to our critical accounting policies since our Form 10-K was filed on February 27, 2009, as amended by our Form 10-K/A filed on March 10, 2009.

***Transactions with Related Parties***

See Note 3 to the Notes to Consolidated Financial Statement for a detailed description of transactions with related parties.

***Discontinued Operations***

See Note 2 to the Notes to Consolidated Financial Statements for a detailed description of discontinued operations.

***Factors Affecting Comparability***

On July 2, 2008, we completed the LPS spin-off. The results of operations of the Lender Processing Services segment through the spin-off date are reflected as discontinued operations in the Consolidated Statements of Earnings for all periods presented.

As a result of the above transaction, the results of operations in the periods covered by the Consolidated Financial Statements may not be directly comparable.

**Comparisons of three-month and six-month periods ended June 30, 2009 and 2008**

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

	Three months ended June 30,		Six months ended June 30,	
	2009	(Unaudited) 2008	2009	(Unaudited) 2008
Processing and services revenues	\$ 834.8	\$ 869.7	\$ 1,632.6	\$ 1,700.0
Cost of revenues	602.7	674.0	1,199.9	1,322.7
Gross profit	232.1	195.7	432.7	377.3
Selling, general, and administrative expenses	93.2	117.9	189.3	229.0
Research and development costs	21.5	19.9	44.1	39.2
Operating income	117.4	57.9	199.3	109.1
Other income (expense):				
Interest income	0.5	1.5	1.3	4.3
Interest expense	(31.8)	(43.6)	(63.8)	(82.4)
Other income	5.5	1.3	6.7	0.1
Total other income (expense)	(25.8)	(40.8)	(55.8)	(78.0)
Earnings from continuing operations before income taxes and equity in losses of unconsolidated entities	91.6	17.1	143.5	31.1
Provision for income taxes	31.6	3.3	49.5	6.6
Equity in losses of unconsolidated entities	—	(0.2)	—	(0.2)
Earnings from continuing operations, net of tax	60.0	13.6	94.0	24.3
(Losses) earnings from discontinued operations, net of tax	(0.4)	59.2	(1.7)	118.8
Net earnings	59.6	72.8	92.3	143.1
Net earnings attributable to noncontrolling interest	(0.4)	(0.9)	(0.1)	(0.7)
Net earnings attributable to FIS	\$ 59.2	\$ 71.9	\$ 92.2	\$ 142.4
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	\$ 0.31	\$ 0.07	\$ 0.49	\$ 0.13
Net earnings (loss) per share — basic from discontinued operations attributable FIS common stockholders	—	0.30	(0.01)	0.61
Net earnings per share — basic attributable to FIS common stockholders	\$ 0.31	\$ 0.37	\$ 0.48	\$ 0.74
Weighted average shares outstanding — basic	190.3	192.5	190.2	193.5
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	\$ 0.31	\$ 0.07	\$ 0.49	\$ 0.12
Net earnings per share — diluted from discontinued operations attributable to FIS common stockholders	—	0.30	(0.01)	0.61
Net earnings per share — diluted attributable to FIS common stockholders	\$ 0.31	\$ 0.37	\$ 0.48	\$ 0.73
Weighted average shares outstanding — diluted	192.7	194.4	192.2	195.5
<b>Amounts attributable to FIS common stockholders:</b>				
Earnings from continuing operations, net of tax	\$ 59.6	\$ 13.3	\$ 93.9	\$ 24.2
(Losses) earnings from discontinued operations, net of tax	(0.4)	58.6	(1.7)	118.2
Net earnings attributable to FIS	\$ 59.2	\$ 71.9	\$ 92.2	\$ 142.4

*Processing and Services Revenues*

Processing and services revenues totaled \$834.8 million and \$869.7 million for the three-month periods and \$1,632.6 million and \$1,700.0 million for the six-month periods ended June 30, 2009 and 2008, respectively. The decrease in revenue of \$34.9 million, or 4.0% during the three-month period and \$67.4 million or 4.0% during the six-month period ended June 30, 2009, as compared to the 2008 periods is primarily attributable to the impact of unfavorable foreign currency translations resulting from a strengthening of the U.S. dollar. Excluding the impact of unfavorable foreign currency translations, our International revenue growth was offset by declines in Financial Solutions and Payment Solutions segment revenues during both the three-month and six month periods ended June 30, 2009.

#### *Cost of Revenues*

Cost of revenues totaled \$602.7 million and \$674.0 million for the three-month periods and \$1,199.9 million and \$1,322.7 million for the six-month periods ended June 30, 2009 and 2008, respectively, resulting in gross profit of \$232.1 million and \$195.7 million for the three-month periods and \$432.7 million and \$377.3 million for the six-month periods ended June 30, 2009 and 2008, respectively. Gross profit as a percentage of revenues ("gross margin") was 27.8% and 22.5% in the three-month periods and 26.5% and 22.2% in the six-month periods ended June 30, 2009 and 2008, respectively. The decrease in cost of revenues of \$71.3 million in the three-month period and \$122.8 million in the six-month period ended June 30, 2009, as compared to the 2008 periods is primarily attributable to foreign currency adjustments resulting from a strengthening of the U.S. dollar and the decrease in revenue across our three operating segments. The increase in gross margin of 5.3% in the three-month period and 4.3% in the six-month period ended June 30, 2009 over 2008 periods was primarily driven by cost reduction activities and improved operating efficiency.

#### *Selling, General and Administrative Expenses*

Selling, general and administrative expenses totaled \$93.2 million and \$117.9 million for the three-month periods and \$189.3 million and \$229.0 million for the six-month periods ended June 30, 2009 and 2008, respectively. The decrease of \$24.7 million in the three-month period and \$39.7 million in the six-month period ended June 30, 2009, as compared to 2008 is primarily due to higher costs in the prior year related to integration of the 2007 eFunds acquisition and restructuring activities related to the LPS spin-off. Stock-based compensation decreased \$2.3 million and \$14.8 during the three-month and six-month periods ended June 30, 2009, respectively, as compared to the 2008 periods. The reduction in stock-based compensation for the three month period was mainly attributable to \$2.6 million of acceleration charges related to terminations included in the prior year period. The six-month period ended June 30, 2008, also included \$14.1 million related to the accelerated vesting of all stock awards held by eFunds employees assumed in the eFunds acquisition. In addition to the acceleration of stock compensation, the three and six month periods ended June 30, 2008 included \$8.1 million and \$13.8 million, respectively, in other integration and restructuring costs. These amounts are partially offset by merger related costs incurred in the 2009 three-month and six-month periods related to the planned Metavante acquisition. Also included in 2008 were \$9.0 million and \$18.0 million in the three-month and six-month periods, respectively, for administrative costs associated with LPS that did not qualify for discontinued operations treatment.

#### *Research and Development Costs*

Research and development costs totaled \$21.5 million and \$19.9 million for the three-month periods and \$44.1 million and \$39.2 million for the six-month periods ended June 30, 2009 and 2008, respectively. The increase in research and development costs for the 2009 periods as compared to the 2008 periods results from the determination of which costs are capitalized versus expensed based on the nature and progression of the projects underway in the respective periods.

#### *Operating Income*

Operating income totaled \$117.4 million and \$57.9 million for the three-month periods and \$199.3 million and \$109.1 million for the six-month periods ended June 30, 2009 and 2008, respectively. Operating income as a percentage of revenue ("operating margin") was 14.1% and 6.7% in the three-month periods and 12.2% and 6.4% in the six-month periods ended June 30, 2009 and 2008, respectively. The increase in operating margin for 2009 periods as compared to 2008 periods is attributable to the decreased stock compensation costs, restructuring and integration charges, and charges associated with the LPS spin-off noted previously and the impact of cost-containment activities, as well as improved operating efficiency.

#### *Interest Expense*

Interest expense totaled \$31.8 million and \$43.6 million for the three-month periods and \$63.8 million and \$82.4 million for the six-month periods ended June 30, 2009 and 2008, respectively. The decrease of \$11.8 million and \$18.6 million in interest expense in the three-month and six-month periods ended June 30, 2009 as compared to the 2008 periods results from a reduction in our overall debt balance and a favorable decrease in borrowing rates under our credit facility. Additionally, the six-month period ended June 30, 2008 also included a \$9.3 million make-whole premium on the redemption of the eFunds Notes.

#### *Provision for Income Taxes*

Income tax expense from continuing operations totaled \$31.6 million and \$3.3 million for the three-month periods and \$49.5 million and \$6.6 million for the six-month periods ended June 30, 2009 and 2008, respectively. This resulted in an effective tax rate on continuing operations of 34.5% for the three-month and six-month periods ended June 30, 2009 and 19.3% and 21.2% for the three-month and six-month periods ended June 30, 2008, respectively. The increase in tax expense for the 2009 periods as

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compared to the 2008 periods is attributable to increased operating income in the 2009 periods. The increase in the 2009 periods overall effective tax rate is primarily related to the impact of the LPS spin-off in 2008.

*Net Earnings from Continuing Operations Attributable to FIS Common Stockholders*

Net earnings from continuing operations attributable to FIS common stockholders totaled \$59.6 million and \$13.3 million for the three-month periods ended June 30, 2009 and 2008, respectively, or \$0.31 and \$0.07 per diluted share, respectively, due to the factors described above. Net earnings from continuing operations attributable to FIS common stockholders totaled \$93.9 million and \$24.2 million for the six-month periods ended June 30, 2009 and 2008, respectively, or \$0.49 and \$0.12 per diluted share, respectively, due to the factors described above.

**Segment Results of Operations**

*Financial Solutions  
(in millions)*

	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
	(Unaudited)		(Unaudited)	
Processing and services revenues	\$ 277.0	\$ 280.8	\$ 548.3	\$ 561.2
Operating income	\$ 90.7	\$ 77.9	\$ 164.3	\$ 147.4

Revenues for the Financial Solutions segment totaled \$277.0 million and \$280.8 million for the three-month periods and \$548.3 million and \$561.2 million for the six-month periods ended June 30, 2009 and 2008, respectively. The overall segment decrease of \$3.8 million and \$12.9 million in the three-month and six-month periods ended June 30, 2009, respectively, as compared to the 2008 periods resulted primarily from lower software license and professional services revenue, partially offset by increased demand in risk management and higher commercial outsourcing services revenue.

Operating income for the Financial Solutions segment totaled \$90.7 million and \$77.9 million for the three-month periods and \$164.3 million and \$147.4 million for the six-month periods ended June 30, 2009 and 2008, respectively. Operating margin was approximately 32.7% and 27.7% for the three-month periods and 30.0% and 26.3% for the six-month periods ended June 30, 2009 and 2008, respectively. The increased operating margins in the three-month and six-month periods ended June 30, 2009 as compared to 2008 periods primarily resulted from the impact of \$10.3 million in severance and integration related costs incurred in the three-month period ended June 30, 2008 coupled with additional current year targeted cost reductions.

*Payment Solutions  
(in millions)*

	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
	(Unaudited)		(Unaudited)	
Processing and services revenues	\$ 380.0	\$ 383.4	\$ 744.7	\$ 756.7
Operating income	\$ 94.4	\$ 87.5	\$ 178.5	\$ 158.4

Revenues for the Payment Solutions segment totaled \$380.0 million and \$383.4 million for the three-month periods and \$744.7 million and \$756.7 million for the six-month periods ended June 30, 2009 and 2008, respectively. The overall segment decrease of \$3.4 million and \$12.0 million in the three-month and six-month periods ended June 30, 2009, respectively, as compared to the 2008 periods resulted primarily from declines in the Company's retail check guarantee business and item processing services. Excluding the Company's retail check guarantee business, revenue from both periods, Payment Solutions revenue increased 0.4% and 0.5% for the three-month and six-month periods ended June 30, 2009, respectively, as growth in debit processing and printing services was offset by declines in prepaid, merchant and item processing activity.

Operating income for the Payment Solutions segment totaled \$94.4 million and \$87.5 million for the three-month periods and \$178.5 million and \$158.4 million for the six-month periods ended June 30, 2009 and 2008, respectively. Operating margin was approximately 24.8% and 22.8% for the three-month periods and 24.0% and 20.9% for the six-month periods ended June 30, 2009 and 2008, respectively. The increase in 2009 periods as compared to 2008 periods primarily resulted from increased operating margin efficiencies and targeted cost reductions.

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International  
(in millions)

	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
Processing and services revenues	\$ 178.4	\$ 206.8	\$ 340.7	\$ 383.7
Operating income	\$ 14.9	\$ 7.6	\$ 25.1	\$ 19.8

Revenues for the International segment totaled \$178.4 million and \$206.8 million for the three-month periods and \$340.7 million and \$383.7 million for the six-month periods ended June 30, 2009 and 2008, respectively. The overall segment decrease of \$28.4 million and \$43.0 million in the three-month and six-month periods ended June 30, 2009, respectively, as compared to 2008 periods resulted primarily from unfavorable currency effects of \$31.2 million and \$66.1 million for the three-month and six-month periods ended June 30, 2009, respectively. Excluding the impact of unfavorable foreign currency, total International Segment revenue increased 1.4% and 6.0% for the three-month and six-month periods ended June 30, 2009, respectively, in constant currency driven by growth in core processing in Europe and transaction volumes in Brazil.

Operating income for the International segment totaled \$14.9 million and \$7.6 million for the three-month periods and \$25.1 million and \$19.8 million for the six-month periods ended June 30, 2009 and 2008, respectively. Operating margin was approximately 8.4% and 3.7% for the three-month periods and 7.4% and 5.2% for the six-month periods ended June 30, 2009 and 2008, respectively. The increase in 2009 periods as compared to 2008 periods primarily resulted from increased operating margin efficiencies and targeted cost reductions.

#### 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 \$82.6 million and \$115.1 million for the three-month periods and \$168.6 million and \$216.5 million for the six-month periods ended June 30, 2009 and 2008, respectively. The overall Corporate and Other decrease of \$32.5 million and \$47.9 million for three-month and six-month periods ended June 30, 2009, respectively, as compared to the 2008 periods is primarily attributable to higher costs in the prior year related to integration of the 2007 eFunds acquisition and restructuring activities related to the LPS spin-off. Stock-based compensation decreased \$2.3 million and \$14.8 million during the three-month and six-month periods ended June 30, 2009, respectively, as compared to the 2008 periods. The reduction in stock-based compensation for the three-month period was mainly attributable to \$2.6 million of acceleration charges related to terminations included in the prior year period. The 2008 six-month period also included \$14.1 million related to the accelerated vesting of all stock awards held by eFunds employees assumed in the eFunds acquisition. In addition to the acceleration of stock compensation, the three and six month periods ended June 30, 2008 included \$8.1 million and \$13.8 million, respectively, in other integration and restructuring costs. These amounts are partially offset by merger related costs incurred in the 2009 three-month and six-month periods related to the planned Metavante acquisition. Also included in 2008 were \$9.0 million and \$18.0 million in the three-month and six-month periods, respectively, for administrative costs associated with LPS that did not qualify for discontinued operations treatment.

In addition to these factors, amortization of purchase accounting related intangibles declined \$6.3 million and \$12.7 million, respectively, for the three and six month periods ended June 30, 2009 as compared to the prior year periods due to accelerated amortization in the earlier years following an acquisition.

### Liquidity and Capital Resources

#### Cash Requirements

Our cash requirements include cost of revenues, selling, general and administrative expenses, income taxes, debt service payments, capital expenditures, systems development expenditures, stockholder dividends, and business acquisitions. Our principal sources of funds are cash generated by operations and borrowings.

At June 30, 2009, we had cash on hand of \$227.9 million and debt of approximately \$2,292.1 million, including the current portion. Of the \$227.9 million cash on hand, approximately \$175.3 million is held by our operations in foreign jurisdictions. 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 absent any unusual circumstances such as acquisitions or adverse changes in the business environment. The proposed Merger with Metavante is not expected to have a significant immediate impact on cash operating requirements.

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We currently pay a \$0.05 dividend on a quarterly basis, and expect to continue to do so in the future. The declaration and payment of future dividends is at the discretion of the Board of Directors and depends on, among other things, our investment policy and 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 \$0.05 per common share was paid on June 30, 2009 to shareholders of record as of the close of business on June 16, 2009.

### ***Cash Flows from Operations***

Cash flows from operations were \$331.1 million and \$242.8 million for the six-month periods ended June 30, 2009 and 2008, respectively. Cash flows from operations in 2008 include cash flows from LPS of \$136.7 million. Excluding the impact of LPS in 2008, cash flows from operations increased by \$225.0 million due to higher earnings and better working capital management during the six-month period ended June 30, 2009.

### ***Capital Expenditures***

Our principal capital expenditures are for computer software (purchased and internally developed) and additions to property and equipment. We spent approximately \$96.2 million and \$155.6 million on capital expenditures during the six-month periods ended June 30, 2009 and 2008, including approximately \$25.2 million during the 2008 period related to discontinued operations including LPS prior to the spin-off. In 2009, we expect to spend approximately 5% to 7% of 2009 revenue on capital expenditures.

### ***Financing***

On January 18, 2007, we entered into a credit agreement with JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender, and Letter of Credit Issuer, Bank of America, N.A., as Swing Line Lender, and other financial institutions party thereto (the "Credit Agreement"). The Credit Agreement, which became secured as of September 12, 2007, provides for a committed \$2.1 billion five-year term facility denominated in U.S. Dollars (the "Term Loan A") and a committed \$900 million revolving credit facility (the "Revolving Loan") with a sublimit of \$250 million for letters of credit and a sublimit of \$250 million for swing line loans, maturing on the fifth anniversary of the closing date, January 18, 2012 (the "Maturity Date"). On July 30, 2007, we, along with the requisite lenders, executed an amendment to the existing Credit Agreement to facilitate our acquisition of eFunds. The amendment permitted the issuance of up to \$2.1 billion in additional loans. The amendment became effective September 12, 2007. On September 12, 2007, we entered into a joinder agreement to obtain a secured \$1.6 billion tranche of term loans denominated in U.S. Dollars (the "Term Loan B") under the Credit Agreement, utilizing \$1.6 billion of the \$2.1 billion uncommitted incremental loan amount. The Term Loan B proceeds were used to finance the eFunds Acquisition, and pay related fees and expenses. On July 2, 2008, we completed the spin-off of our former Lender Processing Services segment into a separate publicly traded company, Lender Processing Services, Inc., referred to as LPS. In conjunction with the LPS spin-off, we immediately retired the outstanding \$1,585.0 million principal balance of the Term Loan B. Debt issuance costs of \$7.4 million are capitalized as of June 30, 2009. The \$12.4 million remaining balance of Term Loan B debt issuance costs were written-off during July 2008 in conjunction with the LPS spin-off and retirement of the Term Loan B.

As of June 30, 2009, the Term Loan A balance was \$1,942.5 million and a total of \$329.6 million was outstanding under the Revolving Loan. The obligations under the Credit Agreement have been jointly and severally, unconditionally guaranteed by certain of our domestic subsidiaries. Additionally, we and certain subsidiary guarantors pledged certain equity interests in other entities (including certain of our direct and indirect subsidiaries) as collateral security for the obligations under the credit facility and the guarantee.

We may borrow, repay and re-borrow amounts under the Revolving Loan from time to time until the maturity of the Revolving Loan. We must make quarterly principal payments under the Term Loan A in scheduled installments of: (a) \$26.3 million per quarter from September 30, 2009 through December 31, 2009; and (b) \$52.5 million per quarter from March 31, 2010 through September 30, 2011, with the remaining balance of approximately \$1.5 billion payable on the Maturity Date.

In addition to the scheduled principal payments, the Term Loan is (with certain exceptions) subject to mandatory prepayment upon the occurrence of certain events. There were no mandatory prepayments owed for the period ended June 30, 2009. Voluntary prepayment of the Loan is generally permitted at any time without fee upon proper notice and subject to a minimum dollar requirement. Commitment reductions of the Revolving Loan are also permitted at any time without fee upon proper notice. The Revolving Loan has no scheduled principal payments, but it will be due and payable in full on the Maturity Date.

The outstanding balance on the Loans bears interest at a floating rate. As of June 30, 2009, we have entered into interest rate swap transactions converting a portion of the interest rate exposure on our Term and Revolving Loans from variable to fixed (see Item 3).

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The Credit Agreement contains affirmative, negative and financial covenants and events of default, that, in each case, are customary for financings of this type. Upon an event of default, the Administrative Agent can accelerate the maturity of the Loans. We were in compliance with all covenants related to the Credit Agreement at June 30, 2009.

As of June 30, 2009, one financial institution that was a party to our credit facility had failed, thereby reducing the amount available to us under our credit facility by an immaterial amount. No other financial institutions that are a party to our credit facility or our interest rate swap agreements have failed to date. We continue to monitor the financial stability of our counterparties on an ongoing basis. The lenders under our credit facility are a diversified set of financial institutions both domestic and international. Concentration has increased due to recent consolidation with the top 10 lenders thereunder having about 62% of the overall facility. The loss of any single participant would not adversely impact our ability to fund operations. The revolving facility is bifurcated into two tranches each with a distinct group of lenders and we retain capacity under both tranches. If the single largest lender were to default under the terms of the credit agreement, the maximum loss of liquidity on the undrawn portion of the revolver would be about \$70.8 million.

### ***Contractual Obligations***

Our contractual obligations have not changed materially from the table included in our Form 10-K as filed on February 27, 2009, as amended by our Form 10-K/A filed on March 10, 2009.

### ***Off-Balance Sheet Arrangements***

FIS does not have any off-balance sheet arrangements.

### **Recent Accounting Pronouncements**

In December 2007, the Financial Accounting Standards Board (FASB) issued new guidance requiring an acquirer in a business combination to recognize the assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree at their fair values at the acquisition date, with limited exceptions. The costs of the acquisition and any related restructuring costs will be recognized separately. When the fair value of assets acquired exceeds the fair value of consideration transferred plus any noncontrolling interest in the acquiree, the excess will be recognized as a gain. All business combinations will be accounted for prospectively by applying the acquisition method, including combinations among mutual entities and combinations by contract alone. In April 2009, the FASB amended and clarified the initial recognition and measurement, subsequent measurement and accounting, and related disclosures arising from contingencies in a business combination. Assets and liabilities arising from contingencies in a business combination are to be recognized at their fair value on the acquisition date if fair value can be determined during the measurement period. If fair value cannot be determined, the existing guidance for contingencies and other authoritative literature should be followed. This new guidance is effective for periods beginning on or after December 15, 2008, and will apply to business combinations occurring after the effective date. The Company will apply the provisions to business combinations subsequent to December 31, 2008.

In June 2009, the FASB issued new guidance for transfers and servicing of financial assets. The primary changes include: (1) the elimination of the “qualified special purpose entity” concept, and the exception that allowed many transferors to deconsolidate such entities; (2) a new “participating interest” definition that must be met for transfers of portions of financial assets to be eligible for sale accounting; (3) clarification and amendments to the derecognition criteria for a transfer to be accounted for as a sale; (4) a change to the amount of recognized gain/loss on a transfer accounted for as a sale when beneficial interests are received by the transferor; and (5) enhanced disclosure requirements. This new guidance will be applied prospectively to new transfers of financial assets occurring in fiscal years beginning after November 15, 2009.

In June 2009, the FASB issued new consolidation guidance for variable interest entities (VIE’s). It requires an enterprise to qualitatively assess the determination of the primary beneficiary (or consolidator) of a VIE based on whether the entity (1) has the power to direct matters that most significantly impact the activities of the VIE, and (2) has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE. The new guidance changes the consideration of kick-out rights in determining if an entity is a VIE which may cause certain additional entities to be considered VIE’s. It also requires an ongoing reconsideration of the primary beneficiary, and amends the events that trigger a reassessment of whether an entity is a VIE. The new guidance is effective January 1, 2010 for calendar year-end companies. There is no grandfathering of previous consolidation conclusions. As a result, any existing VIE’s at date of adoption must be re-evaluated. The Company currently has no unconsolidated VIE’s; thus, this new guidance is not expected to have an impact on the Company’s financial position or results of operations.

**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. On a limited basis, we use certain derivative financial instruments, including interest rate swaps, to manage interest rate risk. We do not use derivatives for trading purposes, to generate income or to engage in speculative activity.

**Interest Rate Risk**

At the present time, our only material market risk-sensitive instruments are our debt and related interest rate swaps. We have issued debt that bears interest at floating rates. We use interest rate swaps for the purpose of controlling interest expense by managing the mix of fixed and floating rate debt. We do not seek to make a profit from changes in interest rates. We manage interest rate sensitivity by measuring potential increases in interest expense that would result from a probable change in interest rates. When the potential increase in interest expense exceeds an acceptable amount, we reduce risk through the purchase of derivatives.

As of June 30, 2009, we are paying interest on our Revolving Loan at LIBOR plus 0.70% and on our Term Loan A at LIBOR plus 0.88%. An increase of 100 basis points in the LIBOR rate would increase our annual debt service under our Credit Agreement, after we calculate the impact of our interest rate swaps, by \$1.9 million (based on principal amounts outstanding at June 30, 2009). We performed the foregoing sensitivity analysis based on the principal amount of our floating rate debt as of June 30, 2009, 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 June 30, 2009 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 outstanding as of June 30, 2008, 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 debt service, after we calculate the impact of our interest rate swaps, by \$3.9 million.

As of June 30, 2009, we have entered into the following interest rate swap transactions converting a portion of the interest rate exposure on our Term and Revolving Loans from variable to fixed (in millions):

Effective Date	Termination Date	Notional Amount (in millions)	Bank Pays Variable Rate of(1)	FIS pays Fixed Rate of(2)
October 11, 2007	October 11, 2009	\$ 1,000.0	1 Month Libor	4.73%
December 11, 2007	December 11, 2009	250.0	1 Month Libor	3.80%
April 11, 2007	April 11, 2010	850.0	1 Month Libor	4.92%
		<u>\$ 2,100.0</u>		

(1) 0.32% in effect at June 30, 2009 under the agreements.

(2) In addition to the fixed rates paid under the swaps, we pay an applicable margin to our bank lenders on the Term Loan A of 0.88% and the Revolving Loan of 0.70% (plus a facility fee of 0.18%) as of June 30, 2009.

**Foreign Currency Risk**

Our exposure to foreign currency exchange risks arises from our non-U.S. operations generally, to the extent they are conducted in local currency. Changes in foreign currency exchange rates affect translations of revenues denominated in currencies other than U.S. Dollars. Our international operations generated approximately \$178.4 million and \$340.7 million in revenues during the three-month and six-month periods ended June 30, 2009, of which approximately \$146.4 million and \$275.5 million, respectively, were denominated in currencies other than the U.S. Dollar. The major currencies that we are exposed to 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 had the following effects on our reported revenues for the three-month and six-month periods ended June 30, 2009 and 2008 (in millions):

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Currency	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
Real	\$ 6.3	\$ 7.2	\$ 11.7	\$ 12.6
Euro	4.7	5.4	9.3	9.9
Pound Sterling	1.7	2.0	3.0	5.0
Total Impact	\$ 12.7	\$ 14.6	\$ 24.0	\$ 27.5

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

We do not have an established policy or procedure to manage foreign exchange rate risk at this time. As our international operations grow, we will evaluate the need to implement foreign exchange rate risk management policies, and we are currently analyzing our operations and related foreign currency risk. If a policy were established to manage foreign exchange rate risk, we would consider hedging both fair value and cash flow exposures using derivatives such as foreign currency forward contracts, collars and other types of option contracts to minimize foreign exchange rate risk.

**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 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**

See discussion of Litigation in Note 7 to the consolidated financial statements included in Item 1 of Part I of this Report, which is incorporated by reference into this Part II, Item 1.

**Item 1A. Risk Factors**

There have been no material changes in the Risk Factors described in our Annual Report on Form 10-K for the year ended December 31, 2008, other than as described in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2009.

**Item 4. Submission of Matters to a Vote of Security Holders**

Our Annual Meeting of Stockholders was held on May 28, 2009. The results of matters submitted to a vote were as follows:

Nominees for Class I directors to serve until the 2012 FIS Annual Meeting of Shareholders were elected by the following vote:

	Shares Voted "For"	Authority to Vote "Withheld"
William P. Foley, II	158,287,773	13,622,351
Thomas M. Hagerty	107,020,544	64,889,580
Keith W. Hughes	152,674,812	19,235,312

Nominee for Class III directors to serve until the 2011 FIS Annual Meeting of Shareholders was elected by the following vote:

	Shares Voted "For"	Authority to Vote "Withheld"
Richard N. Massey	158,832,051	13,078,073

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Directors whose term of office as a director continued after the meeting are as follows: David K. Hunt and Lee A. Kennedy.

The proposal to approve the ratification of the appointment of KPMG LLP as the independent registered public accounting firm for FIS for the 2009 fiscal year received the following votes:

	Votes	Percentage
Shares Voted "For"	169,273,255	98.47%
Shares Voted "Against"	1,112,558	0.65%
Shares Voted "Abstain"	1,524,911	0.88%

### Item 6. Exhibits

(a) Exhibits:

Exhibit No.	Description
10.1	Assignment and Assumption of Lease and Other Operative Documents, dated as of June 25, 2001, among Equifax Inc., Certegy Inc., Prefco VI Limited Partnership, Atlantic Financial Group, Ltd. and SunTrust Bank. (1)
10.2	Tax Sharing and Indemnification Agreement, dated as of June 30, 2001, between Equifax Inc. and Certegy Inc. (1)
10.3	Intellectual Property Agreement, dated as of June 30, 2001, between Equifax Inc. and Certegy Inc. (1)
10.4	Agreement Regarding Leases, dated as of June 30, 2001, between Equifax Inc. and Certegy Payment Services, Inc. (1)
10.5	2003 Renewal Service Agreement, dated as of June 1, 2003, between ICBA Bancard, Inc. and Certegy Card Services, Inc. (1) (2)
10.6	2004 Restated CSCU Card Processing Service Agreement, dated as of January 1, 2004, between Card Services for Credit Unions, Inc. and Certegy Card Services, Inc. (1) (2)
10.7	Certegy Inc. Special Supplemental Executive Retirement Plan, effective as of November 7, 2003. (1)
10.8	Certegy Inc. Supplemental Executive Retirement Plan, effective as of November 5, 2003. (1)
10.9	Master Agreement for Operations Support Services, dated as of June 29, 2001, between Certegy Inc. and International Business Machines Corporation ("Master Agreement") (Document omits information pursuant to a Request for Confidential Treatment granted under Rule 24b-2 of the Securities Exchange Act of 1934.) (1)
10.10	Transaction Document #03-01 under the Master Agreement, effective as of March 5, 2003, between Certegy Inc. and International Business Machines Corporation (Document omits information pursuant to a Request for Confidential Treatment granted under Rule 24b-2 of the Securities Exchange Act of 1934.) (1)
10.11	Credit Agreement, dated as of January 18, 2007, among Fidelity National Information Services, Inc., certain of its subsidiaries, JPMorgan Chase Bank, N.A., Bank of America, N.A., and other financial institutions party thereto (the "Credit Agreement"). (1)
10.12	Amendment No. 1 to the Credit Agreement, dated as of July 30, 2007. (1)
10.13	Joinder Agreement, dated as of September 12, 2007, by and among Fidelity National Information Services, Inc., Bank of America, N.A., JPMorgan Chase Bank, N.A. and Wachovia Bank N.A. (1)
31.1	Certification of Lee A. Kennedy, 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 George P. Scanlon, 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 Lee A. Kennedy, 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 George P. Scanlon, 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.

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- (1) Note — The contracts filed with this 10-Q were previously filed without the exhibits thereto. They are being refiled merely to put the full agreements on file, including exhibits.
- (2) Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.

**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.

Date: August 5, 2009

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ GEORGE P. SCANLON  
George P. Scanlon  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer and Principal Accounting Officer)

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

The following documents are being filed with this Report:

Exhibit No.	Description
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(1) Note — The contracts filed with this 10-Q were previously filed without the exhibits thereto. They are being refiled merely to put the full agreements on file, including exhibits.

(2) Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.

(Florida)

ASSIGNMENT AND ASSUMPTION OF LEASE  
AND OTHER OPERATIVE DOCUMENTS

This Assignment and Assumption of Lease and other Operative Documents (this "Assignment") is made and entered into as of this 25th day of June, 2001, by and among Equifax Inc., a Georgia corporation ("Assignor"), Certegy Inc., a Georgia corporation formerly known as Equifax PS, Inc. ("Assignee"), Prefco VI Limited Partnership, a Connecticut partnership (the "Lessor"), Atlantic Financial Group, Ltd., a Texas limited partnership ("AFG"), SunTrust Bank, a Georgia banking corporation, as Agent (the "Agent") and as Lender (the "Lender").

## RECITALS:

A. Assignor, the Lessor, AFG, the Lender and the Agent are parties to that certain Master Agreement dated as of December 30, 1999 (as heretofore amended from time to time, the "Master Agreement") relating to the lease of a property in Florida to Assignor by Lessor pursuant to the Lease Agreement dated as of December 30, 1999 (as heretofore amended from time to time, the "Lease") between the Lessor and Assignor. Assignor provided its Guaranty dated as of December 30, 1999 (the "Operative Guaranty") in favor of the Lessor, the Agent and the Lease Participant. The Lender has provided funding to the Lessor in connection with the Operative Documents pursuant to the Loan Agreement dated as of December 30, 1999 (as heretofore amended from time to time, the "Loan Agreement", and together with the Master Agreement, the Lease, the Operative Guaranty and certain other documents are the Operative Documents as defined in the Master Agreement) among the Lessor, the Agent and the Lease Participant. Capitalized terms not otherwise defined herein are used herein as defined in the Master Agreement.

B. The Lease relates to the Land described on Exhibit A hereto and any Building and other improvements thereon and including the Lessor's benefits and rights under the Honeywell Lease (the "Leased Property"). The Lease was recorded on January 3, 2000 in the Pinellas County, Florida Off. Rec. Book 10772 Pages 1833 to 1910.

C. In connection with a special distribution (the "Spin-Off") by Assignor of all of the shares of Assignee declared June 11, 2001 with a record date of June 27, 2001 and agreed distribution date of July 7, 2001, Assignor is directly or indirectly transferring to Assignee all of Assignor's right, title and interest in and to all of the material assets of Assignor's payment services business (the "Property"), substantially as described in that certain registration statement on Form 10 filed by Assignee with the Securities and Exchange Commission on April 3, 2001, as amended on May 18, 2001 and June 11, 2001 ("Form 10 Filing").

D. In connection with the aforesaid transfer of the Property, (i) Assignor desires to assign to Assignee all of Assignor's right, title and interest as Lessee in and to the Lease and the other Operative Documents, and (ii) Assignee desires to accept such assignment and to assume, and agrees to perform, subject to the terms and conditions hereof, all of Assignor's duties, obligations and liabilities as Lessee under the Operative Documents.

NOW THEREFORE, for and in consideration of the mutual premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee, the Lessor, the Agent and the Lease Participant hereby agree as follows:

1. Effective as of the "Effective Time", as defined in the Distribution Agreement Plan of Reorganization and Distribution included in the Form 10 Filing (the "Distribution Agreement"), Assignor does hereby sell, assign, convey and transfer all of its right, title and interest as Lessee in and to the Lease and the other Operative Documents to Assignee.

2. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform, subject to the terms and conditions hereof, all of Assignor's duties, obligations, and liabilities as Lessee under the Lease and the other Operative Documents, whenever arising.

3. Assignor agrees to indemnify Assignee, and Assignee agrees to indemnify Assignor with respect to matters relating to the Lease and the other Operative Documents in accordance with the Distribution Agreement between such parties related to the Spin-Off.

4. Assignor shall have no further duty or obligation under the Operative Documents (including, without limitation, the Operative Guaranty) and Assignor shall be released from all duties and obligations thereunder upon the effectiveness of this Assignment pursuant to Section 7 hereof.

5. The parties hereto hereby agree that the consummation of the transactions contemplated by the Form 10 Filing (including the assignment of the Operative Documents contemplated hereby) shall not constitute a default or breach of any of the obligations of the respective parties to the Operative Documents. The parties hereto further acknowledge that the Assignee and certain of its subsidiaries are now, or will hereafter become, obligated under the following credit facilities, and agree that the incurrence and performance of such obligations shall not constitute a default or breach of any of the obligations of the respective parties to the Operative Documents:

(i) Revolving credit facilities in an aggregate amount of up to \$400,000,000 with SunTrust Bank, as the initial agent thereunder, as the same may be amended, restated or refinanced from time to time; and

(ii) Revolving credit facilities in an aggregate amount of up to \$180,000,000 with First Union National Bank (or such other lender as selected by Assignee), as the same may be amended, restated or refinanced from time to time.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the provisions hereof are solely for the benefit of the parties hereto and their respective successors and assigns and not any other person; and, without limiting the generality of the foregoing, no other person shall be

deemed to be a third party beneficiary hereof or shall have any right or remedy hereunder or with respect to any provision hereof.

7. This Assignment shall be effective with respect to the Assignor, the Assignee, the Lessor, the Agent and the Lease Participant as of the Effective Time. Notwithstanding the foregoing, the release of Assignor hereunder pursuant to Section 4 shall be conditioned on the execution and delivery of the following documents by the respective parties thereto no later than July 31, 2001, and Assignor and Assignee will provide the same as indicated below:

(a) Assignee's Resolutions and Incumbency Certificate, etc. Each of the Agent and the Lessor shall have received (x) a certificate of the Secretary or an Assistant Secretary of the Assignee, attaching and certifying as to (i) the Board of Directors' or other authorizing resolution duly authorizing the execution, delivery and performance by it of this Assignment, (ii) the incumbency and signatures of persons authorized to execute and deliver such documents on its behalf, (iii) its articles of incorporation, certified as of a recent date by the Secretary of State of the state of its incorporation, (iv) its by-laws and (v) the Distribution Agreement, and (y) good standing certificates for the Assignee from the appropriate offices of the States of such Person's incorporation and principal place of business.

(b) Evidence of Insurance. The Lessor and the Agent shall have received from the Assignee certificates of insurance evidencing compliance with the provisions of Article VIII of the Lease (including the naming of the Lessor, the Agent and the Lender as additional insured or loss payee with respect to such insurance), in form and substance reasonably satisfactory to the Lessor and the Agent.

(c) UCC Financing Statement; Recording Fees; Transfer Taxes. Each Funding Party shall have received satisfactory evidence of (i) the execution and delivery to Agent of a UCC-1 and UCC-2 financing statement to be filed with the Secretary of State of Florida (or other appropriate filing office) and Pinellas County, Florida, and such other Uniform Commercial Code financing statements as any Funding Party deems necessary or desirable in order to protect such Funding Party's interests and (ii) the payment of all recording and filing fees and taxes with respect to any recordings or filings made of this Assignment.

(d) Opinion. The opinions of the general counsel and the special counsel for the Assignee in the forms attached hereto as Exhibits B and C, respectively, with such changes thereto as may be satisfactory to the Lessor and the Agent.

(e) Confirmation. The confirmation by the Assignor and the Assignee of the occurrence of the "Effective Time" and the "Distribution Date", each as defined in the Distribution Agreement.

Upon receipt of the foregoing, the respective recipients thereof will, on request, acknowledge receipt to Assignor and Assignee.

8. The Assignee represents and warrants to each of the other parties hereto as follows:

(a) Corporate Existence and Power. The Assignee is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to transact business in every jurisdiction where the failure to qualify would have a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by the Assignee of this Assignment (i) are within the Assignee's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) require no action by or in respect of or filing with, any governmental body, agency or official, (iv) do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Assignee or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Assignee or any of the Subsidiaries, and (v) do not result in the creation or imposition of any Lien on any asset of the Assignee or any of the Subsidiaries.

(c) Binding Effect. This Assignment constitutes a valid and binding agreement of the Assignee, enforceable in accordance with its terms, provided that the enforceability hereof and thereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally.

(d) No Litigation. There is no action, suit or proceeding pending against or affecting the Assignee or any of the Subsidiaries before any court or arbitrator or any governmental body, agency or official which could reasonably be expected to have a Material Adverse Effect.

(e) Investment Company Act. Neither the Assignee nor any Subsidiary is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(f) Public Utility Holding Company Act. Neither the Assignee nor any Subsidiary is a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

(g) No Events. (i) No Event of Default, Potential Event of Default, Event of Loss or Event of Taking relating to the Leased Property shall have occurred and be continuing, (ii) no action shall be pending or threatened by a Governmental Authority to

initiate a Condemnation or an Event of Taking, and (iii) there shall not have occurred any event that could reasonably be expected to have a Material Adverse Effect since March 31, 1997.

9. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF GEORGIA, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES OF SUCH STATE, EXCEPT AS TO MATTERS RELATING TO THE ASSIGNMENT OF THE LEASEHOLD ESTATE HEREUNDER, AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA.

10. The Assignee hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Assignment or any other Operative Document, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of Georgia sitting in Fulton County, Georgia, the courts of the United States of America for the Northern District of Georgia, and appellate courts from any thereof;

(b) consents that any such action or proceedings may be brought to such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at Certegy Inc., 11720 Amberpark Drive, Suite 600, Alpharetta, Georgia 30004, Attention: Bruce S. Richards, Corporate Vice President, General Counsel and Secretary with a copy to: Certegy Inc., P.O. Box 349, Alpharetta, Georgia 30009, Attention: Michael T. Vollkommer, Corporate Vice President and Chief Financial Officer or at such other address of which the other parties hereto shall have been notified pursuant to Section 8.2 of the Master Agreement; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

11. As herein amended, the Operative Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects. After the Effective Time hereof, (i) all references in the Master Agreement or any other Operative Document to the "Master Agreement" or another Operative Document shall refer to the Master Agreement, as amended hereby, or such other Operative Agreement, as amended hereby and (ii) all references in any Operative Document to the "Lessee" or "Guarantor" shall be deemed to be references to the Assignee. This Assignment shall for all purposes be deemed to be an Operative Document under the Master Agreement.

12. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Assignment by signing any such counterpart.

13. Without limiting its obligations under Section 8.8 of the Master Agreement, the Assignee agrees to pay the actual reasonable costs and expenses of the Agent (including, without limitation, reasonable fees and disbursements of counsel to the Agent, actually incurred) in connection with the preparation, execution and delivery of this Assignment.

14. This Assignment shall be binding upon the parties to the Master Agreement, the Lease and the other Operative Documents and their respective successors and assigns.

15. Any provision in this Assignment that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Assignment are declared to be severable.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

ASSIGNOR:

EQUIFAX INC.

By: /s/ Kent E. Mast

-----  
Name: Kent E. Mast  
Title: Vice President, General Counsel  
and Secretary

Witnessed By:

/s/ Kristin L. Ray

-----  
Name: Kristin L. Ray

/s/ W. Stanley Blackburn

-----  
Name: W. Stanley Blackburn

Florida

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

ASSIGNEE:

CERTEGY INC.

By: /s/ Bruce S. Richards

-----  
Name: Bruce S. Richards  
Title: Vice President and Assistant  
Secretary

Witnessed By:

/s/ Kristin L. Ray

-----  
Name: Kristin L. Ray

/s/ W. Stanley Blackburn

-----  
Name: W. Stanley Blackburn

Florida

IN WITNESS WHEREOF, the Lessor has caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

LESSOR:

PREFCO VI LIMITED PARTNERSHIP

By: AFG PREFCO GP, LLC, a Texas limited liability company, as general partner

By: /s/ Stephen S. Brookshire

-----  
Name: Stephen S. Brookshire  
Title: President

Witnessed By:

/s/ Tiajuana Williams

-----  
Name: Tiajuana Williams

Name: \_\_\_\_\_

Florida

IN WITNESS WHEREOF, the Agent and Lease Participant have caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

AGENT AND LENDER

SUNTRUST BANK

By: /s/ Brian K. Peters

-----  
Name: Brian K. Peters  
Title: Managing Director

Witnessed By:

/s/ Richard M. Abramson

-----  
Name: Richard M. Abramson

Name: \_\_\_\_\_

Florida

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Kent E. Mast, to me known to be the Vice President, General Counsel and Secretary of EQUIFAX INC., a Georgia corporation, who is described in and who executed the foregoing instrument and who is either personally known to me or produced \_\_\_\_\_ as identification, and who acknowledged before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the county and state aforesaid this 26th day of June, 2001.

[Notary Seal]

/s/ Joyce Simmons  
-----  
(Notary Public)

My commission expires: 03/15/02

Florida

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Bruce S. Richards, to me known to be the Vice President and Assistant Secretary of CERTEGY INC., a Georgia corporation, who is described in and who executed the foregoing instrument and who is either personally known to me or produced \_\_\_\_\_ as identification, and who acknowledged before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the county and state aforesaid this 26th day of June, 2001.

[Notary Seal]

/s/ Joyce Simmons

-----  
(Notary Public)

My commission expires: 03/15/02

Florida

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Brian K. Peters, to me known to be the Managing Director of SUNTRUST BANK, a Georgia corporation, who is described in and who executed the foregoing instrument and who is either personally known to me or produced n/a as identification, and who acknowledged before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the county and state aforesaid this 25th day of June, 2001.

[Notary Seal]

/s/ Shana Chapman

-----  
(Notary Public)

My commission expires: March 1, 2002

Florida

STATE OF TEXAS     )  
                          ) ss.  
COUNTY OF DALLAS    )

The foregoing instrument was acknowledged before me this 22nd day of June, 2001, by Stephen S. Brookshire, President of AFG PREFCO GP, LLC, a Texas limited liability company, as general partner of PREFCO VI LIMITED PARTNERSHIP, a Connecticut limited partnership, on behalf of said company as general partner of said partnership. He is personally known to me.

WITNESS my hand and official seal in the county and state aforesaid this 22nd day of June, 2001.

[Notary Seal]

/s/ Lisa M. Williams  
-----  
(Notary Public)

My commission expires: 12/17/01

Florida

EXHIBIT A

Legal Description

Lots 1, Block 1, ROOSEVELT CENTRE SECOND REPLAT, according to map or plat thereof recorded in Plat Book 107, page 73, of the public records of Pinellas County, Florida

CERTEGY CARD SERVICES, INC.  
11720 Amberpark Drive, Suite 600  
Alpharetta, GA 30004

July 6, 2001

To Lessor, the Agent and the Lender as defined in  
the Master Agreement hereinafter referred to

Re: Florida Synthetic Lease Transaction

Ladies and Gentlemen:

I am Corporate Vice President, General Counsel and Secretary of Certegy Inc., a Georgia corporation ("Certegy"), and have reviewed fully executed counterparts of that certain Assignment and Assumption of Lease and other Operative Documents dated as of June 25, 2001 (the "Assignment") among Equifax Inc. (the "Original Lessee"), Certegy, as Assignee of the Original Lessee, Prefco VI Limited Partnership (the "Lessor"), and SunTrust Bank (the "Agent" or the "Lender"), as the Agent and the Lender. This opinion is being furnished to you at the request of Certegy pursuant to Section 7 of the Assignment.

This opinion letter is limited by, and is in accordance with, the January 1, 1992 edition of the Interpretative Standards applicable to Legal Opinions to Third Parties in Corporate Transactions adopted by the Legal Opinion Committee of the Corporate and Banking Law Section of the State Bar of Georgia (the "INTERPRETATIVE STANDARDS"), which Interpretative Standards are incorporated in this opinion letter by this reference.

In connection with this representation, I have examined fully executed counterparts of the following documents (together with the Assignment, the "Operative Documents"):

(a) the Master Agreement (Florida Property), dated as of December 30, 1999, as amended (the "Master Agreement"), among Original Lessee, the Lessor, Atlantic Financial Group, Ltd. and the Agent;

(b) Lease Agreement dated as of December 30, 1999 between Lessor and Original Lessee; and

(c) Operative Guaranty dated as of December 30, 1999 made by Original Lessee in favor of the Funding Parties as defined in such Operative Guaranty.

In the capacity described above, I also have considered such matters of law and of fact, together with such other records and documents of Certegy, certificates of officers or other representatives of Certegy (including, but not limited to, the organizational documents for Certegy

certified to be true and complete in certificates delivered by Certegy to the Agent and the Lender and the representations and covenants of the parties to the Assignment as set forth therein), certificates of public officials, and such other documents as I have deemed appropriate for the opinions and confirmations herein set forth.

The opinions set forth herein are limited to the laws of the State of Georgia (the "STATE") and any applicable federal laws of the United States.

Without limiting the provisions of the Interpretative Standards, I express no opinion with respect to any matters regarding compliance with any fiduciary or similar obligations by any person or entity, or regarding any matters related to solvency or capitalization or otherwise involving the financial capacity or viability of any person or entity. I also note that certain consents and waivers relevant to any opinions in paragraph 4 below are subject to time limits and/or conditions that require additional actions in the future.

Based upon the foregoing, and subject to the other exceptions, assumptions and qualifications set forth or incorporated herein by reference, it is my opinion that:

1. Certegy is duly organized as a corporation, and is existing, and in good standing, under the laws of the State of Georgia. Certegy is duly qualified as a foreign corporation and in good standing in Wisconsin.

2. Certegy has the corporate power to execute and deliver the Assignment, to perform its obligations thereunder, and to own and use its assets and to conduct its business.

3. Certegy has duly authorized the execution and delivery of the Assignment and all performance by it thereunder.

4. The execution and delivery by Certegy of the Assignment do not, and if Certegy were now to perform its obligations thereunder, such performance would not result in any:

(i) violation of the articles of incorporation or by-laws of Certegy;

(ii) violation of any existing United States federal or State constitution, statute, regulation, rule, order or law to which such Certegy or its assets are subject;

(iii) breach of or default of any material written agreements to which, to my knowledge, Certegy or its assets are subject;

(iv) creation or imposition of any contractual lien or security interest in, on or against Certegy's assets under any material written agreements to which, to my knowledge, Certegy or its assets are subject (except as may be contemplated by the Assignment); or

(v) violation of any judicial or administrative decree, writ, judgment or order to which, to my knowledge, Certegy or its assets are subject.

This opinion letter has been delivered solely for the benefit of the addressees and their respective transferees and counsel, as well as Kilpatrick Stockton LLP, pursuant to the Assignment and may not be relied upon by any other person or entity or for any other purpose without the express written permission of the undersigned.

Very truly yours,

/s/ Bruce S. Richards  
Bruce S. Richards, Corporate Vice  
President, General Counsel and Secretary  
of Certegy Inc.

KILPATRICK STOCKTON LLP

ATTORNEYS AT LAW  
Suite 2800  
1100 Peachtree Street  
Atlanta, Georgia 30309-4530  
Telephone: 404.815.6500  
Facsimile: 404.815.6555  
Web site: www.kilpatrickstockton.com

July 6, 2001

To Lessor, the Agent and the Lender as defined in the Master Agreement  
hereinafter referred to

Re: Florida Synthetic Lease Transaction

Ladies and Gentlemen:

We have served as special counsel for Certegy Inc., a Georgia corporation ("Certegy"), in connection with the execution of that certain Assignment and Assumption of Lease and other Operative Documents dated as of June 25, 2001 (the "Assignment") among Equifax Inc. (the "Original Lessee"), Certegy, as Assignee of the Original Lessee, Prefco VI Limited Partnership (the "Lessor"), and SunTrust Bank (the "Agent" or the "Lender"). This opinion is being furnished to you at the request of Certegy pursuant to Section 7 of the Assignment.

This opinion letter is limited by, and is in accordance with, the January 1, 1992 edition of the Interpretative Standards applicable to Legal Opinions to Third Parties in Corporate Transactions adopted by the Legal Opinion Committee of the Corporate and Banking Law Section of the State Bar of Georgia (the "INTERPRETATIVE STANDARDS"), which Interpretative Standards are incorporated in this opinion letter by this reference.

In connection with this representation, we have examined fully executed counterparts of the following documents (together with the Assignment, the "Operative Documents"):

(a) the Master Agreement (Florida Property), dated as of December 30, 1999, as amended (the "Master Agreement"), among Original Lessee, the Lessor, Atlantic Financial Group, Ltd. and the Agent;

(b) Lease Agreement dated as of December 30, 1999 between Lessor and Original Lessee; and

(c) Operative Guaranty dated as of December 30, 1999 made by Original Lessee in favor of the Funding Parties as defined in such Operative Guaranty.

In the capacity described above, we also have considered such matters of law and of fact, together with such other records and documents of Certegy, certificates of officers or other

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representatives of Certegy (including, but not limited to, the organizational documents for Certegy certified to be true and complete in certificates delivered by Certegy to the Agent and the Lender and the representations and covenants of the parties to the Assignment as set forth therein), certificates of public officials, and such other documents as we have deemed appropriate for the opinions and confirmations herein set forth.

We also have examined a copy of, and with your permission, we have relied upon the opinion letter of Bruce S. Richards, Esq., Corporate Vice President, General Counsel and Secretary of Certegy, of even date herewith addressed to you with respect to the matters covered thereby.

The opinions set forth herein are limited to the laws of the State of Georgia (the "STATE") and any applicable federal laws of the United States.

Without limiting the provisions of the Interpretative Standards, we express no opinion with respect to any matters regarding compliance with any fiduciary or similar obligations by any person or entity, or regarding any matters related to solvency or capitalization or otherwise involving the financial capacity or viability of any person or entity.

Based upon the foregoing, and subject to the other exceptions, assumptions and qualifications set forth or incorporated herein by reference, it is our opinion that:

1. Certegy has duly executed and delivered the Assignment.
2. No consent, approval, authorization or other action by, or notice to or filing with, any court or administrative or governmental body of the United States or the State (other than the filing of the Assignment in the records of the appropriate governmental authority) is required in connection with the execution and delivery by Certegy of the Assignment or the incurrence by Certegy of its obligations thereunder, except such consents, approvals, authorizations, registrations or filings as have been made or obtained and are in full force and effect.
3. The Assignment is enforceable against Certegy.
4. To our knowledge, Certegy is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
5. To our knowledge, Certegy is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company" as such terms are defined in the Public Utility Holding Company Act of 1935 as amended.

This opinion letter has been delivered solely for the benefit of the addressees and their respective transferees and counsel pursuant to the Assignment and may not be relied upon by any other person or entity or for any other purpose without the express written permission of the undersigned.

Very truly yours,

KILPATRICK STOCKTON LLP

By: /s/ Hilary P. Jordan

-----  
Hilary P. Jordan, a Partner

=====

LEASE AGREEMENT

Dated as of December 30, 1999

between

PREFCO VI LIMITED PARTNERSHIP, as Lessor,

and

EQUIFAX INC., as Lessee

[Florida Property]

=====

THIS LEASE AGREEMENT IS GIVEN IN CONNECTION WITH A SYNTHETIC LEASE TRANSACTION IN WHICH A MORTGAGE AND SECURITY AGREEMENT, A COLLATERAL ASSIGNMENT OF THIS LEASE, AND THIS LEASE WILL BE RECORDED AS PART OF A SINGLE TRANSACTION. PAYMENTS DUE UNDER THE LEASE WILL BE MADE BY THE LESSEE TO THE MORTGAGEE RATHER THAN THE MORTGAGOR, IN SATISFACTION OF MORTGAGOR'S LOAN OBLIGATIONS TO MORTGAGEE, AS PROVIDED IN THE COLLATERAL ASSIGNMENT OF LEASE. DOCUMENTARY STAMP TAXES ARE BEING PAID UPON RECORDATION OF THE MORTGAGE IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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(Lease Agreement)

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APPENDIX A  
to  
Master Agreement (Florida Property), Lease,  
and Loan Agreement

DEFINITIONS AND INTERPRETATION

A. Interpretation. In each Operative Document, unless a clear contrary intention appears:

- (i) the singular number includes the plural number and vice versa;
- (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the Operative Documents;
- (iii) reference to any gender includes each other gender;
- (iv) reference to any agreement (including any Operative Document), document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of the other Operative Documents and reference to any promissory note includes any promissory note which is an extension or renewal thereof or a substitute or replacement therefor;
- (v) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;
- (vi) reference in any Operative Document to any Article, Section, Appendix, Schedule or Exhibit means such Article or Section thereof or Appendix, Schedule or Exhibit thereto;
- (vii) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to an Operative

Document as a whole and not to any particular Article, Section or other provision hereof;

(viii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(ix) "or" is not exclusive;

(x) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(xi) "knowledge" and "becomes aware" or words of similar meaning means, with respect to the Lessee or any Subsidiary, that a Principal Officer (A) has actual knowledge of such matters, or (B) from all the facts and circumstances actually known to him at the time in question he has reason to know such matters exist.

B. Accounting Terms. Unless otherwise specified in any Operative Document, all terms of an accounting character used in any Operative Document shall be interpreted, all accounting determinations under any Operative Document shall be made, and all financial statements required to be delivered under any Operative Document shall be prepared, in accordance with GAAP, applied on a basis consistent (except for changes concurred in by the Lessee's and its Consolidated Subsidiaries' independent public accountants or otherwise required by a change in GAAP) with the most recent audited consolidated financial statements of the Lessee and its Consolidated Subsidiaries delivered to the Funding Parties, unless with respect to any such change concurred in by the Lessee's independent public accountants or required by GAAP in determining compliance with any of the provisions of any of the Operative Documents: (i) the Lessee shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii) the Required Funding Parties shall so object in writing within 30 days after the delivery of such financial statements, in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 5.1 of the Master Agreement, shall mean the financial statements referred to in Section 4.1(d) of the Master Agreement).

C. Conflict in Operative Documents. If there is any conflict between any Operative Documents, such Operative Documents shall be interpreted and construed, if possible, so as to avoid or minimize such conflict but, to the extent (and only

to the extent) of such conflict, the Master Agreement shall prevail and control.

D. Legal Representation of the Parties. The Operative Documents were negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring the Operative Document to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

E. Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used in each Operative Document.

"A Loan" means the A Percentage of Loans made by Lenders pursuant to the Loan Agreement and the Master Agreement.

"A Note" is defined in Section 2.2 of the Loan Agreement.

"A Percentage" means 78%.

"Accounts Management Assets and Liabilities" has the meaning set forth in the CSC Agreement.

"Address" means with respect to any Person, its address set forth in Schedule 8.2 to the Master Agreement or such other address as it shall have identified to the parties to the Master Agreement in writing.

"Adjusted London Interbank Offered Rate" applicable to any Rent Period means a rate per annum equal to the quotient obtained (rounded upwards, if necessary, to the next higher 1/100th of 1%) by dividing (i) the applicable London Interbank Offered Rate for such Rent Period by (ii) 1.00 minus the Euro-Dollar Reserve Percentage.

"Affected Funding Party" is defined in Section 7.7(d) of the Master Agreement.

"Affiliate" of any relevant Person means (i) any Person that directly, or indirectly through one or more intermediaries, controls the relevant Person (a "Controlling Person"), (ii) any Person (other than the relevant Person or a Subsidiary of the relevant Person) which is controlled by or is under common control with a Controlling Person, or (iii) any Person (other than a Subsidiary of the relevant Person) of which the relevant Person owns, directly or indirectly, 20% or more of the common stock or equivalent equity interests. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of

a Person, whether through the ownership of voting securities, by contract or otherwise.

"AFG" is defined in the preamble of the Master Agreement.

"After-Tax Basis" means (a) with respect to any payment to be received by an Indemnitee (which, for purposes of this definition, shall include any Tax Indemnitee), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other Tax benefits arising from the payment by the Indemnitee of any amount, including Taxes, for which the payment to be received is made) imposed currently on the Indemnitee by any Governmental Authority or taxing authority with respect to such payments, the balance of such payments shall be equal to the original payment to be received and (b) with respect to any payment to be made by any Indemnitee, the amount of such payment supplemented by a further payment or payments so that, after increasing such payment by the amount of any current credits or other Tax benefits realized by the Indemnitee under the laws of any Governmental Authority or taxing authority resulting from the making of such payments, the sum of such payments (net of such credits or benefits) shall be equal to the original payment to be made; provided, however, for the purposes of this definition, and for purposes of any payment to be made to either the Lessee or an Indemnitee on an after-tax basis, it shall be assumed that (i) federal, state and local taxes are payable at the highest combined marginal federal and state statutory income tax rate (taking into account the deductibility of state income taxes for federal income tax purposes) applicable to corporations from time to time and (ii) such Indemnitee or the Lessee has sufficient income to utilize any deductions, credits (other than foreign tax credits, the use of which shall be determined on an actual basis) and other Tax benefits arising from any payments described in clause (b) of this definition.

"Agent" means SunTrust Bank, Atlanta, a Georgia banking corporation, in its capacity as agent under the Master Agreement and the Loan Agreement.

"Alterations" means fixtures, alterations, improvements, modifications and additions to the Leased Property.

"Alternative Rate" means, for any period, an interest rate per annum equal to the rate of interest most recently announced by the Agent in Atlanta, Georgia from time to time as its prime lending rate (or other comparable reference rate) for calculating interest on certain loans, which need not be the lowest interest rate charged by such bank. If such prime lending rate or equivalent of such bank changes from time to time after the date

hereof, the Alternative Rate shall be automatically increased or decreased, as the case may be, without notice to the Lessee as of the effective time of each change in such prime lending rate or equivalent.

"Applicable Law" means all existing and future applicable laws (including Environmental Laws), rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by, any Governmental Authority, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment (including, without limitation, wetlands) and those pertaining to the construction, use or occupancy of the Leased Property) and any restrictive covenant or deed restriction or easement of record affecting the Leased Property.

"Appraisal" is defined in Section 5.21 of the Master Agreement.

"Appraiser" means an MAI appraiser satisfactory to the Agent and the Lessor.

"Assignment Agreement" means with respect to the partnership interests in the Lessor the instruments assigning such interests to AFG PREFCO GP, LLC and AFG PREFCO, LLC.

"Assignment of Lease and Rents" means the Assignment of Lease and Rents, dated as of the Closing Date, from the Lessor to the Agent.

"Authority" is defined in Section 7.6 of the Master Agreement.

"Authorized Officer" means (i) any of the following officers of the Lessee: Chairman, President, Executive Vice Presidents, Senior Vice Presidents, Chief Financial Officer, Treasurer, Assistant Treasurer and Corporate Controller, and (ii) any other officers of the Lessee as the Lessee may notify the Agent in writing from time to time.

"Awards" means any award or payment received by or payable to the Lessor or the Lessee on account of any Condemnation or Event of Taking (less the actual costs, fees and expenses incurred in the collection thereof, for which the Person incurring the same shall be reimbursed from such award or payment).

"B Loan" means the B Percentage of Loans made by a Lender pursuant to the Loan Agreement and the Master Agreement.

"B Note" is defined in Section 2.2 of the Loan Agreement.

"B Percentage" means 18.5%.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended.

"Base Term" means, with respect to the Leased Property, (a) the period commencing on the Closing Date and ending on May 29, 2009 or (b) such shorter period as may result from earlier termination of the Lease as provided therein.

"Basic Rent" means, for any Lease Term, the rent payable pursuant to Section 3.1 of the Lease, determined in accordance with the following: each installment of Basic Rent payable on any Payment Date shall be in an amount equal to the sum of (A) the aggregate amount of Lender Basic Rent payable on such Payment Date, plus (B) the aggregate amount of Lessor Basic Rent payable on such Payment Date, in each case for the Leased Property or Properties that are then subject to the Lease.

"Board of Directors", with respect to a corporation, means either the Board of Directors or any duly authorized committee of that Board which pursuant to the by-laws of such corporation has the same authority as that Board as to the matter at issue.

"Building" means the buildings, structures and improvements located or to be located on the Land, along with all fixtures used or useful in connection with the operation of the Leased Property, including, without limitation, all furnaces, boilers, compressors, elevators, fittings, pipings, connectives, conduits, ducts, partitions, equipment and apparatus of every kind and description now or hereafter affixed or attached or used or useful in connection with the Building, all equipment financed by the Lessor and/or the Lenders and all Alterations (including all restorations, repairs, replacements and rebuilding of such buildings, improvements and structures) thereto (but in each case excluding trade fixtures financed other than by the Lessor or the Lenders).

"Business Day" means any day other than a Saturday, Sunday or other day on which banks are required or authorized to be closed for business in Atlanta, Georgia.

"Capital Stock" means any nonredeemable capital stock of a Person (to the extent issued to another Person), whether common or preferred.

"Cash Flow" means the sum of the Lessee's and its Consolidated Subsidiaries', for any applicable period, (i) Consolidated Net Income, plus (ii) Consolidated Interest Expense, plus (iii) income taxes, plus (iv) depreciation and amortization, all as determined on a consolidated basis in accordance with GAAP.

"Casualty" means an event of damage or casualty relating to all or part of the Leased Property that does not constitute an Event of Loss.

"CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. and its implementing regulations and amendments.

"CERCLIS" means the Comprehensive Environmental Response Compensation and Liability Inventory System established pursuant to CERCLA.

"Change of Law" is defined in Section 7.6 of the Master Agreement.

"Claims" means liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, proceedings, settlements, utility charges, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever.

"Closing Date" means the date on which the initial Funding occurs under the Master Agreement.

"Commitment" means as to each Funding Party, its obligation to make Fundings as investments in the Leased Property, or to make Loans to the Lessor in an aggregate amount not to exceed at any one time outstanding the amount set forth for such Funding Party on Schedule 2.2 to the Master Agreement (as it may be adjusted from time to time pursuant to Section 6 of the Master Agreement).

"Commitment Percentage" means as to any Funding Party, at a particular time, the percentage of the aggregate Commitments in effect at such time constituted by such Funding Party's Commitment, as such percentage is shown for such Funding Party on Schedule 2.2 to the Master Agreement (as it may be adjusted from time to time pursuant to Section 6 of the Master Agreement).

"Compliance Certificate" shall have the meaning set forth in Section 5.1 of the Master Agreement.

"Condemnation" means any condemnation, requisition, confiscation, seizure or other taking or sale of the use,

occupancy or title to the Leased Property or any part thereof in, by or on account of any actual eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or any transfer in lieu of or in anticipation thereof, which in any case does not constitute an Event of Taking. A Condemnation shall be deemed to have "occurred" on the earliest of the dates that use, occupancy or title is taken.

"Consolidated Companies" means, collectively, Lessee and all of its Subsidiaries.

"Consolidated Debt" means at any date the Debt of the Lessee and its Consolidated Subsidiaries, determined on a consolidated basis as of such date.

"Consolidated Funded Debt" means, with respect to the Lessee and its Consolidated Subsidiaries at any date and as determined on a consolidated basis, the sum (without duplication) of (i) Long-Term Debt, plus (ii) capital leases (excluding any Synthetic Lease), plus (iii) Current Maturities of Long-Term Debt, plus (iv) Short-Term Debt, plus (v) all Debt Guaranteed by the Lessee or any of its Consolidated Subsidiaries (other than Debt of the Lessee or any of its Consolidated Subsidiaries).

"Consolidated Interest Expense" for any period means interest, whether expensed or capitalized, in respect of Debt of the Lessee or any of its Consolidated Subsidiaries outstanding during such period.

"Consolidated Net Income" means, for any period, the Net Income of the Lessee and its Consolidated Subsidiaries determined on a consolidated basis, but excluding (i) extraordinary items and (ii) any equity interests of the Lessee or any Subsidiary in the unremitted earnings of any Person that is not a Subsidiary.

"Consolidated Net Tangible Assets" means, at any time, Consolidated Total Assets, less the sum of the value, as set forth or reflected on the most recent consolidated balance sheet of the Lessee and its Consolidated Subsidiaries, prepared in accordance with GAAP, of:

(A) All assets which would be treated as intangible assets for balance sheet presentation purposes under GAAP, excluding "Purchased Data Files", but including without limitation goodwill (as determined by the Lessee in a manner consistent with its past accounting practices and in accordance with GAAP), trademarks, tradenames, copyrights, patents and technologies, and unamortized debt discount and expense;

(B) To the extent not included in (A) of this definition, any amount at which shares of Capital Stock of the Lessee appear as an asset on the balance sheet of its Consolidated Subsidiaries; and

(C) To the extent not included in (A) of this definition, deferred expenses.

"Consolidated Operating Profits" means, for any period, the Operating Profits of the Lessee and its Consolidated Subsidiaries.

"Consolidated Subsidiary" means at any date any Subsidiary or other entity the accounts of which, in accordance with GAAP, would be consolidated with those of the Lessee in its consolidated financial statements as of such date.

"Consolidated Total Assets" means, at any time, the total assets of the Lessee and its Consolidated Subsidiaries, determined on a consolidated basis, as set forth or reflected on the most recent consolidated balance sheet of the Lessee and its Consolidated Subsidiaries, prepared in accordance with GAAP.

"Contractual Obligation" of any Person means any provision of any security issued by such Person or of any agreement, instrument or undertaking under which such Person is obligated or by which it or any of the property owned by it is bound.

"Controlled Group" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Lessee are treated as a single employer under Section 414 of the Tax Code.

"Credit Agreement" means the Credit Agreement dated as of November 21, 1997 among the Lessee, certain Wholly Owned Subsidiaries of the Lessee, the banks party thereto and Wachovia Bank, N.A. as agent.

"CSC" means Computer Sciences Corporation, a Texas corporation.

"CSC Agreement" means the Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, dated as of the 1st day of August, 1988, among The Credit Bureau, Incorporated of Georgia, the Lessee, CSC, CSC Credit Services, Inc., Credit Bureau of Cincinnati, Inc., Credit Bureau of Greater Kansas City, Inc., Johns Holding Company, CSC Credit Services of Minnesota, Inc. and CSC Accounts Management, Inc.

"CSC Put" means either of (i) the giving of any notice to the Lessee or any Affiliate of the Lessee in accordance with the

CSC Agreement which shall require the Lessee or any Affiliate of the Lessee to purchase or otherwise acquire the Accounts Management Assets and Liabilities, or the Subsidiaries' Assets and Liabilities, or both of them; or (ii) the occurrence of an event or series of events which shall result at any time or times in the direct or indirect ownership by the Lessee, any one or more Affiliates of the Lessee, or any combination of the Lessee and any one or more of its Affiliates, of the Accounts Management Assets and Liabilities, or the Subsidiaries' Assets and Liabilities, or both of them.

"Current Maturities of Long Term Debt" means all payments in respect of Long Term Debt (other than Debt under the Credit Agreement) that are required to be made within one year from the date of determination, whether or not the obligation to make such payments would constitute a current liability of the obligor under GAAP.

"Debt" of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except (A) trade accounts payable arising in the ordinary course of business and (B) any obligation relating to or arising out of the CSC Put prior to the actual payment therefor, (iv) all obligations of such Person as lessee under capital leases (excluding, however, Synthetic Lease), (v) all obligations of such Person to reimburse any bank or other Person in respect of amounts payable under a banker's acceptance, (vi) all Redeemable Preferred Stock of such Person (in the event such Person is a corporation), (vii) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid or to be paid under a letter of credit or similar instrument, (viii) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, and (ix) all Debt and other obligations of others Guaranteed by such Person (other than the Debt and other obligations of the Lessee or the Consolidated Subsidiaries of the Lessee Guaranteed by, respectively, the Lessee or the Consolidated Subsidiaries of the Lessee).

"Deed" means, with respect to the remainder interest in the Land, a Limited Warranty Deed, dated the Closing Date, from the applicable Seller to the Lessor, conveying such Land.

"Dollars" or "\$" means dollars in lawful currency of the United States of America.

"Domestic Business Day" means any Business Day other than a Business Day on which banks are required or authorized to be closed for business in New York City, New York.

"Eligible Assignee" means any of the following: (i) a commercial bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$100,000,000; (ii) a savings and loan association or savings bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$100,000,000; (iii) a commercial bank organized under the laws of any other country having total assets in excess of \$100,000,000, provided that such bank is acting through a branch or agency located in the United States; (iv) a finance company, insurance company or other financial institution, lender or fund (whether a corporation, partnership or other entity) which is engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business, and having total assets in excess of at least \$100,000,000; (v) any Funding Party or any Affiliate of any Funding Party; or (vi) any other Person consented to by the Lessee and the Agent, such consent not unreasonably to be withheld.

"Environmental Audit" means, with respect to each parcel of Land, a Phase I Environmental Assessment, which meets or exceeds ASTM Standard E1527-97 and is dated no more than 60 days prior to the related Closing Date, by an environmental services firm satisfactory to the Funding Parties.

"Environmental Authority" means any foreign, federal, state, local or regional government that exercises any form of jurisdiction or authority under any Environmental Law.

"Environmental Authorizations" means all licenses, permits, orders, approvals, notices, registrations or other legal prerequisites for conducting the business of the Lessee or any Consolidated Subsidiary required by any Environmental Law.

"Environmental Judgments and Orders" means all judgments, decrees or orders arising from or in any way associated with any Environmental Law, whether or not entered upon consent or written agreements with an Environmental Authority or other entity arising from or in any way associated with any Environmental Law, whether or not incorporated in a judgment, decree or other.

"Environmental Laws" means and include the Resource Conservation and Recovery Act of 1976, (RCRA) 42 U.S.C. Sections 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sections 9601-9657, (CERCLA), the Clean Air Act, 42 U.S.C.

Sections 7401 et seq., the Occupational Safety and Health Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act and any comparable or implementing federal, state or local environmental laws, ordinances, rules, orders, statutes, decrees, judgments, injunctions, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations relating to the environment, human health or natural resources or the regulation or control of or imposing liability or standards of conduct concerning human health, the environment, Hazardous Materials or the clean-up or other remediation of the Leased Property, or any part thereof, as any of the foregoing may have been from time to time amended, supplemented or supplanted.

"Environmental Liabilities" means any liabilities, whether accrued, contingent or otherwise, arising from and in any way associated with any Environmental Law.

"Environmental Notices" means notice from any Environmental Authority or by any other person or entity, of possible or alleged noncompliance with or liability under any Environmental Law, including without limitation any complaints, citations, demands or requests from any Environmental Authority or from any other person or entity for correction of any, violation of any Environmental Law or any investigations concerning any violation of any Environmental Law.

"Environmental Permits" means all permits, licenses, authorizations, certificates and approvals of Governmental Authorities required by Environmental Law.

"Environmental Proceedings" means any judicial or administrative proceedings arising from or in any way associated with any Environmental Law.

"Environmental Releases" means releases as defined in CERCLA or under any applicable Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time.

"ERISA Affiliate" means, with respect to any Person, each trade or business (whether or not incorporated) which is a member of a group of which that Person is a member and which is under common control within the meaning of the regulations promulgated under Section 414 of the Tax Code.

"Euro-Dollar Business Day" means any Domestic Business Day on which dealings in Dollar deposits are carried out in the London interbank market.

"Euro-Dollar Reserve Percentage" means for any day that percentage (expressed as a decimal) which is in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement for the Agent (as the same may be adjusted for any other Funding Party in accordance with Section 7.7 of the Master Agreement in respect of "Eurocurrency liabilities" (or in respect of any other category of liabilities which includes deposits by reference to which the interest rate on Euro-Dollar Loans is determined or any category of extensions of credit or other assets which includes loans by a non-United States office of any Funding Party to United States residents). The Adjusted London Interbank Offered Rate shall be adjusted automatically on and as of the effective date of any change in the Euro-Dollar Reserve Percentage.

"Event of Default" means any event or condition designated as an "Event of Default" in Article XII of the Lease.

"Event of Loss" is defined in Section 10.1 of the Lease.

"Event of Taking" is defined in Section 10.2 of the Lease.

"Existing Lease" means the Agreement of Sublease between Honeywell and Equifax Payment Services, Inc. dated November 30, 1995.

"Fair Market Rental Value" means, with respect to the Leased Property, the fair market rental value as determined by a qualified certified independent appraiser chosen by the Lessor that would be obtained in an arm's-length lease between an informed and willing lessee and an informed and willing lessor, in either case under no compulsion to lease, and neither of which is related to the Lessor or Lessee for the lease of the Leased Property on the terms set forth, or referred to, in the Lease. Such fair market rental value shall be calculated as the value for the use of the Leased Property to be leased in place at the Land, assuming, in the determination of such fair market rental value, that the Leased Property is in the condition and repair required to be maintained by the terms of the related Lease (unless such fair market rental value is being determined for the purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease, in which case this assumption shall not be made).

"Fair Market Sales Value" means, with respect to the Leased Property or any portion thereof, the fair market sales value as determined by a qualified certified independent appraiser chosen

by the Lessor or, so long as the Funded Amounts are outstanding, the Agent that would be obtained in an arm's-length transaction between an informed and willing buyer (other than a lessee currently in possession) and an informed and willing seller, under no compulsion, respectively, to buy or sell and neither of which is related to the Lessor or Lessee, for the purchase of the Leased Property. Such fair market sales value shall be calculated as the value for the use of the Leased Property, assuming, in the determination of such fair market sales value, that the Leased Property is in the condition and repair required to be maintained by the terms of the Lease (unless such fair market sales value is being determined for purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease or the Master Agreement, in which case this assumption shall not be made).

"Final Rent Payment Date" with respect to the Leased Property is defined in Section 13.1(e) of the Lease.

"Fiscal Quarter" means any fiscal quarter of the Lessee.

"Fiscal Year" means any fiscal year of the Lessee.

"Funded Amount" means, as to the Lessor, the Lessor's Invested Amounts, and, as to each Lender, the outstanding principal of such Lender's Loans.

"Funding" means any funding by the Funding Parties pursuant to Section 2.2 of the Master Agreement.

"Funding Date" means the Closing Date on which the Funding occurs under Section 2 of the Master Agreement.

"Funding Office" means for each Funding Party the office such Funding Party may designate in writing from time to time to the Lessee and the Agent as its funding office.

"Funding Parties" means the Lessor, the Agent and the Lenders, collectively.

"Funding Party Balance" means, with respect to the Leased Property, (i) for the Lessor as of any date of determination, an amount equal to the sum of the outstanding related Lessor's Invested Amount, all accrued and unpaid Yield on such outstanding related Lessor's Invested Amount, all unpaid related fees owing to the Lessor under the Operative Documents, and all other related amounts owing to the Lessor by the Lessee under the Operative Documents, and (ii) for any Lender as of any date of determination, an amount equal to the sum of the outstanding related Loans of such Lender, all accrued and unpaid interest thereon, all unpaid related fees owing to such Lender under the

Operative Documents, and all other related amounts owing to such Lender by the Lessee under the Operative Documents.

"Funding Request" is defined in Section 2.2 of the Master Agreement.

"GAAP" means generally accepted accounting principles applied on a basis consistent with those which, in accordance with Section B of this Appendix A, are to be used in making the calculations for purposes of determining compliance with the terms of the Operative Documents.

"Governmental Action" means all permits, authorizations, registrations, consents, approvals, waivers, exceptions, variances, orders, judgments, decrees, licenses, exemptions, publications, filings, notices to and declarations of or with, or required by, any Governmental Authority, or required by any Applicable Law and shall include, without limitation, all citings, environmental and operating permits and licenses that are required for the use, occupancy, zoning and operation of the Leased Property.

"Governmental Authority" means any foreign or domestic federal, state, county, municipal or other governmental or regulatory authority, agency, board, body, commission, instrumentality, court or any political subdivision thereof.

"Guarantee" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to secure, purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to provide collateral security, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantor" means the Lessee, in its capacity as guarantor under the Operative Guaranty.

"Hazardous Materials" means any pollutant, contaminant, waste, hazardous or toxic chemical including asbestos containing

materials in any form or condition; urea formaldehyde foam insulation; polychlorinated biphenyls (PCBs) in any form or condition; including, without limitation, any solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, 42 U.S.C. Section 6901 et seq. and its implementing regulations and amendments, or in any applicable state or local law or regulation, any "hazardous substance", "pollutant", or "contaminant" as defined in CERCLA, or in any applicable state or local law or regulation; gasoline, or any other petroleum product or by-product, including, crude oil or any fraction thereof; toxic substances, as defined in the Toxic Substances Control Act of 1976, or in any applicable state or local law or regulation; or insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time.

"Honeywell" means Honeywell Inc., a Delaware corporation.

"Honeywell Lease" means the existing lease from Lessor to Honeywell.

"Indemnified Risks" is defined in Section 7.1 of the Master Agreement.

"Indemnatee" means the Agent (in its individual capacity and in its capacity as Agent), each Lender, and the Lessor, and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents; provided, however, that in no event shall the Lessee be an Indemnatee.

"Indemnatee Group" means the respective Affiliates, employees, officers, directors and agents of the Agent (in its individual capacity), each Lender or the Lessor, as applicable; provided, however, that in no event shall the Lessee be a member of the Indemnatee Group.

"Interest Coverage Ratio" means, for any period of determination, the ratio of the Lessee's and its Consolidated Subsidiaries' (i) Consolidated Net Income before Consolidated Interest Expense and income taxes, to (ii) Consolidated Interest Expense, such ratio being calculated on a consolidated basis for the Fiscal Quarter just ended and the immediately preceding three Fiscal Quarters.

"Investment" means any investment in any Person, whether by means of purchase or acquisition of obligations or securities of such Person, capital contribution to such Person, making of a time deposit with such Person, Guarantee or assumption of any obligation of such Person or otherwise.

"Investment Guidelines" means the guidelines for investment of funds of the Lessee and the Subsidiaries as approved by the Board of Directors of the Lessee or an authorized executive committee thereof and in effect on the Initial Closing Date, a copy of which has been furnished to the Funding Parties, as modified from time to time with the approval of the Board of Directors of the Lessee or an authorized executive committee with notification to the Funding Parties.

"Land" means the land described in the Lease.

"Laws" means all ordinances, statutes, rules, regulations, orders, injunctions, writs, treaties or decrees of any governmental or political subdivision or agency thereof, or of any court or similar entity established by any thereof.

"Lease" means the Lease Agreement dated as of December 30, 1999 between the Lessee and the Lessor, with such modifications as are satisfactory to the Lessor and the Agent in conformity with Applicable Law to assure customary remedies in favor of the Funding Parties in the jurisdiction where the Leased Property is located.

"Lease Balance" means, with respect to the Leased Property, as of any date of determination, an amount equal to the sum of all Funding Party Balances.

"Lease Term" with respect to the Lease means (a) the Base Term, as it may be renewed pursuant to Section 14.9 of the Lease or (b) such shorter period as may result from earlier termination of the Lease as provided therein.

"Lease Termination Date" means the last day of the Lease Term, as the same may be accelerated pursuant to the Lease.

"Leased Property" means Land and the related Building(s).

"Leased Property Balance" means, with respect to the Leased Property, as of any date of determination, an amount equal to that portion of the Lease Balance which relates to the Leased Property.

"Lender Basic Rent" means, for any Rent Period under the Lease when a Loan is outstanding, the aggregate amount of interest accrued on the Loans related to the Leased Property subject to the Lease pursuant to Section 2.5 of the Loan Agreement during such Rent Period.

"Lenders" means such financial institutions as are, or who may hereafter become, parties to the Loan Agreement as Lenders to the Lessor.

"Lessee" is defined in the preamble to the Master Agreement.

"Lessor" is defined in the preamble to the Master Agreement.

"Lessor Basic Rent" means, for any Rent Period under any Lease, the aggregate amount of Yield accrued on the Lessor's Invested Amounts under the Lease under Section 2.3(a) of the Master Agreement during such Rent Period.

"Lessor Liens" means Liens on or against the Leased Property, the Lease, any other Operative Document or any payment of Rent (a) which result from any act or omission of, or any Claim against, the Lessor unrelated to the transactions contemplated by the Operative Documents or (b) which result from any Tax owed by the Lessor, except any Tax for which the Lessee is obligated to indemnify (including, without limitation, in the foregoing exception, any assessments with respect to the Leased Property noted on the related Title Policy or assessed in connection with any construction or development by the Lessee).

"Lessor's Invested Amount" means the amounts funded by the Lessor pursuant to Section 2 of the Master Agreement that are not proceeds of Loans by a Lender.

"LIBOR Advance" means that portion of the Funded Amount bearing interest or accruing yield based on the Adjusted London Interbank Offered Rate.

"Lien" means, with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, or encumbrance or servitude of any kind in respect of such asset to secure or assure payment of a Debt or a Guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing (excluding, however, any Synthetic Lease). For the purposes of the Operative Documents, the Lessee or any Consolidated Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease under GAAP or a Synthetic Lease) relating to such asset.

"Loan" shall have the meaning specified in Section 2.1 of the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated as of December 30, 1999 among the Lessor, the Agent and the Lenders.

"Loan Documents" means the Loan Agreement, the Notes, the Assignment of Lease and Rents, the Mortgage and all documents and instruments executed and delivered in connection with each of the foregoing.

"Loan Event of Default" means any of the events specified in Section 5.1 of the Loan Agreement, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, event or act has been satisfied.

"Loan Potential Event of Default" means any event, condition or failure which, with notice or lapse of time or both, would become a Loan Event of Default.

"London Interbank Offered Rate" means for any Rent Period the rate per annum determined on the basis of the offered rate for deposits in Dollars of amounts equal or comparable to the principal amount of the Funded Amounts offered for a term comparable to such Rent Period, which rates appear on Dow Jones Markets, Inc. Page 3750 (formerly known as Dow Jones Telerate Service Page 3750) as of 11:00 A.M. (London, England time), 2 Euro-Dollar Business Days prior to the first day of such Rent Period, provided that (i) if more than one such offered rate appears on the Dow Jones Markets Inc. Page, the "London Interbank Offered Rate" will be the arithmetic average (rounded upward, if necessary, to the next higher 1/100th of 1%) of such offered rates; (ii) if no such offered rates appear on such page, the "London Interbank Offered Rate" for such Rent Period will be the arithmetic average (rounded upward, if necessary, to the next higher 1/16th of 1%) of rates quoted by not less than 2 major banks in New York City, selected by the Agent, at approximately 10:00 A.M., New York City time, 2 Euro-Dollar Business Days prior to the first day of such Rent Period, for deposits in Dollars offered to leading European banks for a period comparable to such Rent Period in an amount comparable to the principal amount of the Funded Amounts.

"Long-Term Debt" means at any date any Consolidated Debt (including, without limitation, any subordinated Debt) which matures (or the maturity of which may at the option of the Lessee or any Consolidated Subsidiary be extended such that it matures) more than one year after such date.

"Loss Proceeds" is defined in Section 10.6 of the Lease.

"Margin Regulations" means Regulation T, Regulation U and Regulation X of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time.

"Margin Stock" means "margin stock" as defined in Regulations T, U or X.

"Master Agreement" means the Master Agreement (Florida Property), dated as of December 30, 1999, among the Lessee, AFG, the Lessor, the Agent and the Lender.

"Material Adverse Effect" means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a) the financial condition, operations, business, properties or prospects of the Lessee and its Consolidated Subsidiaries taken as a whole, (b) the rights and remedies of the Funding Parties under the Operative Documents, or the ability of each of the Lessee and its Consolidated Subsidiaries taken as a whole to perform its obligations under the Operative Documents to which it is a party, as applicable, or (c) the legality, validity or enforceability of any Operative Document or (d) the value, utility or useful life of the Leased Property, or (e) the priority, perfection or status of any Funding Party's interest in the Leased Property.

"Mortgage" means that certain mortgage, deed of trust or security deed, dated as of the Closing Date, by the Lessor to the Agent, in the form of Exhibit D attached to the Master Agreement, with such modifications as are satisfactory to the Lessor and the Agent in conformity with Applicable Law to assure customary remedies in favor of the Agent in the jurisdiction where the Leased Property is located.

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a)(3) of ERISA.

"Net Income" means, as applied to any Person for any period, the aggregate amount of net income of such Person, after taxes, for such period, as determined in accordance with GAAP.

"Notes" means the A Note and the B Note issued by the Lessor under the Loan Agreement, and any and all notes issued in replacement or exchange therefor in accordance with the provisions thereof.

"Obligations" means all amounts owed by, and obligations of, the Lessor to the Lenders or the Agent under the Loan Agreement, Notes and other Operative Documents.

"Officer's Certificate" of a Person means a certificate signed by the Chairman of the Board or the President or any Executive Vice President or any Senior Vice President or any other Vice President of such Person signing with the Treasurer or any Assistant Treasurer or the Controller or any Assistant Controller or the Secretary or any Assistant Secretary of the such Person, or by any Vice President who is also Controller or Treasurer signing alone.

"Operating Profits" means, as applied to any Person for any period, the operating revenue of such Person for such period, minus its costs of services for such period, and minus its selling, general and administrative costs for such period, but excluding therefrom all extraordinary gains or losses, as determined in accordance with GAAP.

"Operative Documents" means the Master Agreement, the Operative Guaranty, the Purchase Agreement, the Assignment Agreement, the Remainderman Conveyance, the Lease, the Notes, the Loan Agreement, the Assignment of Lease and Rents, the Mortgage and the other documents delivered in connection with the transactions contemplated by the Master Agreement.

"Operative Guaranty" means the Guaranty dated as of December 30, 1999 by the Guarantor in favor of the Funding Parties.

"Overdue Rate" means the lesser of (a) the highest interest rate per annum permitted by Applicable Law and (b) (i) during the Rent Period in which the payment default first occurs, the Adjusted London Interbank Offered Rate for such Rent Period plus 2.50%, and (ii) after such Rent Period, an interest rate per annum (calculated on the basis on a 365-day (or 366-day, if appropriate) year equal to 2.0% above the Alternate Rate in effect from time to time.

"Partnership Agreement" means that certain Limited Partnership Agreement dated October 26, 1990 between PREFCO VI Inc. and PREFCO VI LP Inc.

"Payment Date" means each January 15th, April 15th, July 15th, and October 15th during the Lease Term or, if such day is not a Euro-Dollar Business Day, the next Euro-Dollar Business Day.

"Payment Date Notice" is defined in Section 2.3(e) of the Master Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation, and any successor thereto.

"Permitted Investments" means (i) direct obligations of the United States of America and agencies guaranteed by the United States government having a final maturity of one year or less from the date of purchase thereof; (ii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings as of its last report of condition of at least \$500,000,000 and having a short-term deposit debt rating of A1 by S&P or P1 by Moody's (or, if neither such organization shall rate such short-term deposits at any time, a rating equal to the highest ratings assigned by any nationally recognized rating organization in the United States of America) and having a final maturity of one year or less from date of purchase thereof; and (iii) commercial paper of any holding company of a bank, trust company or national banking association described in clause (ii) and commercial paper of any corporation or finance company incorporated or doing business under the laws of the United States of America or any state thereof (other than the Lessee or any Affiliate thereof) having a rating assigned to such commercial paper of A1 by S&P or P1 by Moody's (or, if neither such organization shall rate such commercial paper at any time, a rating equal to the highest ratings assigned by any nationally recognized rating organization in the United States of America) and having a final maturity of 270 days or less from the date of purchase thereof.

"Permitted Liens" means the following with respect to the Leased Property:

(a) the respective rights and interests of the Lessee, the Lessor, the Agent, and any Lender, as provided in the Operative Documents, (b) Liens for Taxes either not yet due or being contested in good faith and by appropriate proceedings, so long as enforcement thereof is stayed pending such proceedings, (c) materialmen's, mechanics', workers', repairmen's, employees' or other like Liens arising after the related Closing Date in the ordinary course of business for amounts either not yet due or being contested in good faith and by appropriate proceedings, so long as enforcement thereof is stayed pending such proceedings, (d) Liens arising after such Closing Date out of judgments or awards with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith, so long as the enforcement thereof has been stayed pending such appeal or review, (e) easements, rights of way, reservations, servitudes and rights of others against the Land which do not materially and adversely affect the value or the utility of the Leased Property, (f) other Liens incidental to the conduct of Lessee's business which were not incurred in connection with the borrowing of money or the obtaining of advances or credit and which do not in the aggregate materially detract from the value of the Leased Property or materially impair the use thereof, (g) assignments,

leases and subleases expressly permitted by the Operative Documents and (h) the Agreement Regarding Development and Option Agreement, the Tripartite Agreement, the Existing Lease and the Honeywell Lease.

"Person" means an individual, a corporation, a partnership, an unincorporated association, a trust or any other entity or organization, including, but not limited to, a government or political subdivision or an agency or instrumentality thereof.

"Plan" means at any time an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Tax Code and is either (i) maintained by a member of the Controlled Group for employees of any member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding 5 plan years made contributions.

"Potential Event of Default" means any event, condition or failure which, with notice or lapse of time or both, would become an Event of Default.

"Principal Officer" means any of the Authorized Officers or the General Counsel of the Lessee.

"Properties" means all real property owned, leased or otherwise used or occupied by the Lessee or any Consolidated Subsidiary, wherever located.

"Purchase Agreement" means with respect to any Land, the purchase agreement with the Seller for the conveyance of such Land to the Lessor.

"Purchase Option" is defined in Section 14.1 of the Lease.

"Recourse Deficiency Amount" means, with respect to the Leased Property, as of any date of determination thereof, the sum of the following relating to the Leased Property: (i) the aggregate principal amount of the A Loans then outstanding, plus (ii) the A Percentage of the Lessor's Invested Amounts then outstanding, plus (iii) all accrued and unpaid Yield on the A Percentage of the Lessor's Invested Amounts, plus (iv) all accrued and unpaid interest on the A Loans.

"Redeemable Preferred Stock" of any Person means any preferred stock issued by such Person which is at any time prior to November 21, 2002, the "Termination Date" under the Credit Agreement either (i) mandatorily redeemable (by sinking fund or

similar payments or otherwise) or (ii) redeemable at the option of the holder thereof.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

"Regulation T" means Regulation T of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

"Regulations" means the income tax regulations promulgated from time to time under and pursuant to the Tax Code.

"Release" means the release, deposit, disposal or leak of any Hazardous Material into or upon or under any land or water or air, or otherwise into the environment, including, without limitation, by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, pouring, escaping, emptying, placement and the like.

"Release Date" means, with respect to the Leased Property, the earlier of (i) the date that the Leased Property Balance has been paid in full, and (ii) the date on which the Agent gives notice to the Lessor that the Lenders release any and all interest they may have in the Leased Property, and all proceeds thereof, and any rights to direct, consent or deny consent to any action by the Lessor with respect to the Leased Property.

"Remainderman Conveyance" means the conveyance of the interest of the remainderman in the Land pursuant to the Deed.

"Remarketing Option" is defined in Section 14.6 of the Lease.

"Rent" means Basic Rent and Supplemental Rent, collectively.

"Rent Period" means in the case of LIBOR Advances, either a 1, 2, 3 or 6 month period; provided that:

(a) The initial Rent Period shall begin on the Closing Date and end on January 14, 2000.

(b) The initial Rent Period for any Funding shall commence on the Funding Date of such Funding and each Rent Period occurring thereafter in respect of such Funding shall commence on the day on which the next preceding Rent Period expires;

(c) If any Rent Period would otherwise expire on a day which is not a Business Day, such Rent Period shall expire on the next succeeding Business Day, provided that if any Rent Period in respect of LIBOR Advances would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Rent Period shall expire on the next preceding Business Day;

(d) Any Rent Period in respect of LIBOR Advances which begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Rent Period shall, subject to paragraph (e) below, expire on the last Business Day of such calendar month; and

(e) No Rent Period shall extend beyond the Lease Termination Date.

"Report" is defined in Section 7.6 of the Master Agreement.

"Required Funding Parties" means, at any time, Funding Parties holding an aggregate outstanding principal amount of Funded Amounts equal to at least 51% of the aggregate outstanding principal amount of all Funded Amounts.

"Required Lenders" means, at any time, Lenders holding an aggregate outstanding principal amount of Loans equal to at least 51% of the aggregate outstanding principal amount of all Loans.

"Requirements of Law" means, as to any Person, the charter and by-laws or other organizational or governing documents of such Person, and any law, rule or regulation, permit, approval, authorization, license or variance, order or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including, without limitation, the Securities Act, the Securities Exchange Act, Regulations T, U and X of the Board of Governors of the Federal Reserve System, and any building, environmental or land use requirement or permit or occupational safety or health law, rule or regulation.

"Responsible Officer" means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Senior Vice President or Executive Vice President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer.

"Restricted Information" means any agreement, document, report or memorandum containing proprietary or confidential information (including historical credit information, trade secrets and other information) relating to persons other than the Lessee and its Consolidated Subsidiaries, including Lessee's customers, subtenants and licenses and trade secrets relating to Lessee and its Consolidated Subsidiaries.

"Restricted Investments" means Investments in joint ventures and in Subsidiaries of the Lessee which are not Consolidated Subsidiaries. Restricted Investments shall not include Investments made in the acquisition of a Person which becomes a Consolidated Subsidiary upon the closing of such acquisition.

"SEC" means the United States Securities and Exchange Commission.

"Securities" means any stock, shares, voting trust certificates, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities", or any certificates of interest, shares, or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire any of the foregoing.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Seller" means as to the Leased Property, the seller thereof to the Lessor on the related Closing Date.

"Short-Term Debt" means at any date any Consolidated Debt (including, without limitation, any subordinated Debt) which matures less than one year after such date.

"Subsidiaries' Assets and Liabilities" has the meaning set forth in the CSC Agreement.

"Subsidiary" means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other

persons performing similar functions are at the time directly or indirectly owned by the Lessee.

"SunTrust Bank" is defined in the preamble to the Master Agreement.

"Supplemental Rent" means any and all amounts, liabilities and obligations other than Basic Rent which the Lessee assumes or agrees or is otherwise obligated to pay under the Lease or any other Operative Document (whether or not designated as Supplemental Rent) to the Lessor, the Agent, any Lender or any other party, including, without limitation, amounts under Article XVI of the Lease, and indemnities and damages for breach of any covenants, representations, warranties or agreements, and all overdue or late payment charges in respect of any Funded Amount.

"Synthetic Lease" means any operating lease under GAAP for which the lessee retains or obtains federal tax ownership of the property leased.

"Synthetic Lease Obligations" means any and all liabilities, indebtedness, rent, and all other obligations of the Lessee or any Consolidated Subsidiary owed under any Synthetic Lease.

"Tax" or "Taxes" is defined in Section 7.4 of the Master Agreement.

"Tax Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Tax Indemnitee" means the Lessor, the Agent, any Lender and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents thereof, provided, however, that in no event shall the Lessee be a Tax Indemnitee.

"Third Parties" means all lessees, sublessees, licensees and other users of the Properties, excluding those users of the Properties in the ordinary course of the Lessee's business and on a temporary basis.

"Title Insurance Company" means the company that has or will issue the title policies with respect to a Leased Property, which company shall be reasonably acceptable to the Funding Parties.

"Title Policy" is defined in Section 3.1 of the Master Agreement.

"Total Assets" means the total assets of the Consolidated Companies, determined in accordance with GAAP.

"Transaction" means all the transactions and activities referred to in or contemplated by the Operative Documents.

"Tripartite Agreement/Option Agreement" means collectively the Tripartite Agreement dated November 30, 1990 among Honeywell, Lessor and Florida Ralco Limited Partnership and the Option and Subordination Agreement dated November 30, 1990 among Lessor and Florida Ralco Limited Partnership.

"UCC" means the Uniform Commercial Code of Georgia, as in effect from time to time.

"Unfunded Benefit Liabilities" means with respect to any Plan or Multiemployer Plan at any time, the amount of unfunded benefit liabilities of such Plan or Multiemployer Plan at such time as determined under ERISA Section 4001(a)(18) which shall not be less than the accumulated benefit obligation, as disclosed in accordance with FAS 87, over the fair market value of Plan or Multiemployer Plan assets.

"Voting Stock" shall mean the securities of any class or classes of the Lessee the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors of the Lessee (or persons performing similar functions).

"Wholly Owned Subsidiary" means any Subsidiary all of the shares of capital stock or other ownership interests of which (except directors' qualifying shares, or, in the case of any Subsidiary which is not organized or created under the laws of the United States of America or any state thereof or the District of Columbia, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such Subsidiary was incorporated or organized) are at the time directly or indirectly owned by the Lessee.

"Yield" is defined in Section 2.3 of the Master Agreement.

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MASTER AGREEMENT  
(FLORIDA PROPERTY)

Dated as of December 30, 1999

among

EQUIFAX INC.,  
as Lessee and Guarantor,

PREFCO VI LIMITED PARTNERSHIP, as Lessor,

ATLANTIC FINANCIAL GROUP, LTD.

and

SUNTRUST BANK, ATLANTA, as Agent and Lender

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SCHEDULES

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EXHIBIT A	Form of Funding Request
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MASTER AGREEMENT  
(FLORIDA PROPERTY)

THIS MASTER AGREEMENT (FLORIDA PROPERTY), dated as of December 30, 1999 (as it may be amended or modified from time to time in accordance with the provisions hereof, this "Master Agreement"), is among EQUIFAX INC., a Georgia corporation ("Lessee"), PREFCO VI LIMITED PARTNERSHIP, a Connecticut limited partnership, as Lessor (the "Lessor"), ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership ("AFG"), and SUNTRUST BANK, ATLANTA, a Georgia banking corporation, as Agent (the "Agent") and Lender.

PRELIMINARY STATEMENT

In accordance with the terms and provisions of this Master Agreement, the Lease, the Loan Agreement and the other Operative Documents, (i) AFG contemplates acquiring the partnership interests in the Lessor and causing the Lessor to acquire the remainderman interest in the Leased Property, (ii) the Lessor holds an estate for years in the Leased Property, will acquire the remainderman interest in the Leased Property and contemplates leasing the Leased Property to the Lessee under the Lease, (iii) the Lessor wishes to obtain, and the Lenders are willing to provide, financing to the Lessor, and (vi) the Lessee is willing to provide its Operative Guaranty to the Funding Parties.

In consideration of the mutual agreements contained in this Master Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1  
DEFINITIONS; INTERPRETATION

Unless the context shall otherwise require, capitalized terms used and not defined herein shall have the meanings assigned thereto in Appendix A hereto for all purposes hereof; and the rules of interpretation set forth in Appendix A hereto shall apply to this Master Agreement.

SECTION 2  
ACQUISITION; NATURE OF TRANSACTION

SECTION 2.1 Agreement to Acquire, Fund and Lease. Subject to the terms and conditions of this Master Agreement, on the Closing Date (i) AFG agrees to acquire the partnership interests in the Lessor and to cause the Lessor to acquire the remainderman interest in the Leased Property, (ii) the Lessor hereby agrees to lease the Leased Property to the Lessee pursuant to the Lease, and (iii) the Lessee hereby agrees to lease the Leased Property from the Lessor pursuant to the Lease.

SECTION 2.2 Fundings.

(a) Funding on Closing Date. Subject to the terms and conditions of this Master Agreement, on the Closing Date, the Lender shall make available to the Lessor its Loans with respect to the Leased Property in an amount equal to the product of such Lender's Commitment Percentage times the unpaid acquisition, transaction and closing costs incurred by the Lessee through or to be paid upon the Closing Date, which funds the Lessor shall use, together with Lessor funds in an amount equal to the product of the Lessor's Commitment Percentage times the unpaid acquisition, transaction and closing costs incurred by the Lessor through or to be paid upon the Closing Date, and the Lessor shall lease the Leased Property to the Lessee pursuant to the Lease.

(b) Aggregate Limits on Funded Amounts. The aggregate amount that the Funding Parties shall be committed to provide as Funded Amounts under this Master Agreement and the Loan Agreement shall not exceed (x) the costs of purchase of remainderman interest in the Leased Property and the related closing, transaction and financing costs, or (y) \$23,175,000 in the aggregate. The aggregate amount that any Funding Party shall be committed to fund under this Master Agreement and the Loan Agreement shall not exceed the lesser of (i) such Funding Party's Commitment and (ii) such Funding Party's Commitment Percentage of the aggregate Fundings requested under this Master Agreement.

(c) Notice, Time and Place of Fundings. The Lessee shall give the Lessor and the Agent an irrevocable prior written notice not later than 12:00 noon, Atlanta, Georgia, two Business Days prior to the proposed Closing Date pursuant to a Funding Request in the form of Exhibit A (a "Funding Request"), specifying the Closing Date, the amount of Funding requested, and the Rent Period(s) therefor. All documents and instruments required to be delivered on such Closing Date pursuant to this Master Agreement shall be delivered at the offices of Mayer, Brown & Platt, 190 South LaSalle Street, Chicago, Illinois

60603, or at such other location as may be determined by the Lessor, the Lessee and the Agent. Each Funding shall occur on a Business Day. All remittances made by any Lender and the Lessor for any Funding shall be made in immediately available funds by wire transfer to or, as is directed by, the Lessee, with receipt by the Lessee not later than 1:00 p.m., Atlanta, Georgia time, on the Closing Date, upon satisfaction or waiver of the conditions precedent to such Funding set forth in Section 3.

(d) Lessee's Deemed Representation for Each Funding. The Funding Request by the Lessee shall be deemed a reaffirmation of the Lessee's indemnity obligations in favor of the Indemnitees under the Operative Documents and a representation by the Lessee to the Lessor, the Agent and the Lenders that on the proposed Closing Date (i) the amount of Funding requested represents amounts owing in respect of the purchase price of the Leased Property and transaction and closing costs in respect of the Leased Property, (ii) no Event of Default or Potential Event of Default exists, and (iii) the representations of the Lessee set forth in Section 4.1 are true and correct in all material respects as though made on and as of such Funding Date, except to the extent such representations or warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date.

(e) Notwithstanding anything to the contrary set forth herein or in the other Operative Documents, the Lender's and the Lessor's commitments shall be several, and not joint. In no event shall any Funding Party be obligated to fund an amount in excess of such Funding Party's Commitment Percentage of any Funding, or to fund amounts in the aggregate in excess of such Funding Party's Commitment.

#### SECTION 2.3 Funded Amounts and Interest and Yield Thereon; Facility Fee.

(a) The Lessor's Invested Amount for the Leased Property outstanding from time to time shall accrue yield ("Yield") at a rate per annum prior to January 15, 2000 equal to the sum of the Adjusted London Interbank Offered Rate for 30-day periods plus 1.50% and thereafter equal during each Rent Period to the sum of the Adjusted London Interbank Offered Rate for such Rent Period plus 1.50% computed using the actual number of days elapsed and a 360 day year. If all or a portion of the principal amount of or yield on the Lessor's Invested Amounts shall not be paid when due (whether at the stated maturity, by acceleration or

otherwise), such overdue amount shall, without limiting the rights of the Lessor under the Lease, to the maximum extent permitted by law, accrue yield at the Overdue Rate, in each case from the date of nonpayment until paid in full (as well after as before judgment).

(b) Each Lender's Funded Amount for the Leased Property outstanding from time to time shall accrue interest as provided in the Loan Agreement.

(c) Three Business Days prior to the last day of each Rent Period, the Lessee shall deliver to the Lessor and the Agent a notice substantially in the form of Exhibit I (each, a "Payment Date Notice"), appropriately completed, specifying the allocation of the Funded Amounts related to such Rent Period to the applicable subsequent Rent Periods therefor, provided that no such allocation shall be in an amount less than \$500,000. Each such Payment Date Notice shall be irrevocable. If no such notice is given, the Funded Amounts shall have a Rent Period of three (3) months. Notwithstanding the foregoing, the initial Rent Period will end on January 14, 2000.

SECTION 2.4 Lessee Owner for Tax Purposes. It is the intent of the Lessee and the Funding Parties that for federal, state and local tax purposes (A) the Lessee owns the Leased Property and will be entitled to all tax benefits ordinarily available to an owner of property similar to the Leased Property, (B) the Lease will be treated as a financing arrangement, and (C) the Lessor will be treated as a lender making loans to the Lessee. Nevertheless, the Lessee acknowledges and agrees that no Funding Party or any other Person has made any representations or warranties concerning the tax, financial, accounting or legal characteristics or treatment of the Operative Documents and that the Lessee has obtained and relied solely upon the advice of its own tax, accounting and legal advisors concerning the Operative Documents and the accounting, tax, financial and legal consequences of the transactions contemplated therein.

SECTION 2.5 Amounts Due Under Lease. Anything else herein or elsewhere to the contrary notwithstanding, it is the intention of the Lessee and the Funding Parties that: (i) the amount and timing of Basic Rent due and payable from time to time from the Lessee under the Lease shall be equal to the aggregate payments due and payable with respect to interest on, and principal of, the Loans in respect of the Leased Property and Yield on, and principal of, the Lessor's Invested Amounts, if any, in respect of the Leased Property on each Payment Date; (ii) if the Lessee

elects the Purchase Option with respect to the Leased Property or becomes obligated to purchase the Leased Property under the Lease, the Funded Amounts in respect of the Leased Property, all interest and Yield thereon and all other obligations of the Lessee owing to the Funding Parties in respect of the Leased Property shall be paid in full by the Lessee; (iii) if the Lessee properly elects the Remarketing Option, the principal amount of, and accrued interest on, the A Loans and the A Percentage of the Lessor's Invested Amounts, if any, will be paid out of the Recourse Deficiency Amount, and the Lessee shall only be required to pay to the Lenders in respect of the principal amount of the B Loans and to the Lessor in respect of the B Percentage of the Lessor's Invested Amounts, if any, the proceeds of the sale of the Leased Property; and (iv) upon an Event of Default resulting in an acceleration of the Lessee's obligation to purchase the Leased Property under the Lease, the amounts then due and payable by the Lessee under the Lease shall include all amounts necessary to pay in full the Loans in respect of the Leased Property, and accrued interest thereon, the Lessor's Invested Amounts in respect of the Leased Property, if any, and accrued Yield thereon and all other obligations of the Lessee owing to the Funding Parties in respect of the Leased Property.

SECTION 3  
CONDITIONS PRECEDENT; DOCUMENTS

SECTION 3.1 Conditions to the Obligations of the Funding Parties on the Closing Date. The obligations of the Lessor and each Lender to carry out their respective obligations under Section 2 of this Master Agreement to be performed on the Closing Date shall be subject to the fulfillment to the satisfaction of, or waiver by, each such party hereto (acting directly or through its counsel) on or prior to the Closing Date of the following conditions precedent, provided that the obligations of any Funding Party shall not be subject to any conditions contained in this Section 3.1 which are required to be performed by such Funding Party:

(a) Documents. The following documents shall have been executed and delivered by the respective parties thereto:

(i) Assignment Agreements, etc. Assignment Agreements and Remainderman Conveyances duly executed by the respective assignors shall each have been delivered to AFG and the Lessor, with copies of each

thereof to each Funding Party and shall be satisfactory in form and substance to AFG and the Agent.

(ii) Mortgage and Assignment of Lease and Rents. Counterparts of the Mortgage substantially in the form of Exhibit D attached hereto, duly executed by the Lessor and in recordable form, shall have been delivered to the Agent (which Mortgage shall secure all of the debt to the Agent); and the Assignment of Lease and Rents in recordable form, duly executed by the Lessor, shall have been delivered to the Agent.

(iii) Survey. The Lessee shall have delivered, or shall have caused to be delivered, to the Lessor and the Agent, at the Lessee's expense, an accurate survey of the Leased Property certified to the Lessor and the Agent in a form satisfactory to the Lessor and the Agent and showing no state of facts unsatisfactory to the Lessor or the Agent in their reasonable discretion and prepared within seven months of the Closing Date by a Person reasonably satisfactory to the Lessor and the Agent. Such survey shall (1) be acceptable to the Title Insurance Company for the purpose of providing extended coverage to the Lessor and a lender's comprehensive endorsement to the Agent, (2) show no material encroachments on such Land by structures owned by others, and no material encroachments from any part of the Leased Property onto any land owned by others, and (3) disclose no state of facts reasonably objectionable to the Lessor, the Agent or the Title Insurance Company, and be reasonably acceptable to each such Person.

(iv) Title and Title Insurance. On the Closing Date, the Lessor shall receive from a title insurance company reasonably acceptable to the Lessor and the Agent an ALTA Owner's Policy of Title Insurance issued by such title insurance company and the Agent shall receive from such title insurance company an ALTA Mortgagee's Policy of Title Insurance issued by such title insurance company, in each case, in the amount of \$23,175,000.00, reasonably acceptable in form and substance to the Lessor and the Agent, respectively (collectively, the "Title Policy"). The Title Policy shall be dated as of the Closing Date, and, to the extent permitted under Applicable Law, shall include

coverage over such matters as the Lessor or the Agent shall reasonably request.

(v) Environmental Audit and related Reliance Letter. The Lessor and the Agent shall have received an Environmental Audit for the Leased Property showing that no Hazardous Materials are present other than Hazardous Materials used in the ordinary course of business of the Lessee and in compliance in all material respects with all Environmental Laws or which is otherwise satisfactory to the Lessor and the Agent; and the firm that prepared the Environmental Audit for the Leased Property shall have delivered to the Lessor and the Agent a letter (substantially in the form of Exhibit F) stating that the Lessor, the Agent and the Lenders may rely upon such firm's Environmental Audit of such Land, it being understood that the Lessor's and the Agent's acceptance of any such Environmental Audit shall not release or impair the Lessee's obligations under the Operative Documents with respect to any environmental liabilities relating to the Leased Property.

(vi) Officer's Certificate. Each of the Agent and the Lessor shall have received an Officer's Certificate of the Lessee stating that, to the best of the officer's knowledge, (A) each and every representation and warranty of the Lessee contained in the Operative Documents is true and correct in all material respects on and as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations or warranties relate solely to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date; (B) no Event of Default or Potential Event of Default has occurred and is continuing; (C) each Operative Document to which the Lessee is a party is in full force and effect with respect to it; and (D) no event that could reasonably be expected to have a Material Adverse Effect has occurred since September 30, 1999.

(vii) UCC Financing Statement; Recording Fees; Transfer Taxes. Each Funding Party shall have received satisfactory evidence of (i) the execution and delivery to Agent of a UCC-1 and UCC-2 financing statement to be filed with the Secretary of State of the applicable

State (or other appropriate filing office) and the county where the related Land is located respectively, and such other Uniform Commercial Code financing statements as any Funding Party deems necessary or desirable in order to protect such Funding Party's interests and (ii) the payment of all recording and filing fees and taxes with respect to any recordings or filings made of the Lease, the Mortgage and the Assignment of Lease and Rents.

(viii) Opinions. The opinion of Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A., local counsel for the Lessee qualified in Florida, substantially in the form set forth in Exhibit G-2, and containing such other matters as the parties to whom they are addressed shall reasonably request, shall have been delivered and addressed to each of the Lessor, the Agent and the Lender.

(b) Litigation. No action or proceeding shall have been instituted or threatened nor shall any governmental action, suit, proceeding or investigation be instituted or threatened before any Governmental Authority, nor shall any order, judgment or decree have been issued or proposed to be issued by any Governmental Authority, to set aside, restrain, enjoin or prevent the performance of this Master Agreement or any transaction contemplated hereby or by any other Operative Document or which is reasonably likely to materially adversely affect the Leased Property or any transaction contemplated by the Operative Documents or which could reasonably be expected to result in a Material Adverse Effect.

(c) Legality. In the opinion of such Funding Party or its counsel, the transactions contemplated by the Operative Documents shall not violate any Applicable Law, and no change shall have occurred or been proposed in Applicable Law that would make it illegal for such Funding Party to participate in any of the transactions contemplated by the Operative Documents.

(d) No Events. (i) No Event of Default, Potential Event of Default, Event of Loss or Event of Taking relating to the Leased Property shall have occurred and be continuing, (ii) no action shall be pending or threatened by a Governmental Authority to initiate a Condemnation or an Event of Taking, and (iii) there shall not have occurred any event that could reasonably be expected to have a Material Adverse Effect since September 30, 1999.

(e) Representations. Each representation and warranty of the parties hereto or to any other Operative Document contained herein or in any other Operative Document shall be true and correct in all material respects as though made on and as of the Closing Date.

(f) Cutoff Date. The Closing Date shall occur on or prior to December 31, 1999.

(g) Transaction Expenses. The Lessee shall have paid the Transaction Costs then accrued and invoiced which the Lessee has agreed to pay pursuant to Section 8.8.

SECTION 3.2 Additional Conditions for the Closing Date. The obligations of the Lessor and each Lender to carry out their respective obligations under Section 2 of this Master Agreement to be performed on the initial Closing Date shall be subject to the satisfaction of, or waiver by, each such party hereto (acting directly or through its counsel) on or prior to the initial Closing Date of the following conditions precedent in addition to those set forth in Section 3.1, provided that the obligations of any Funding Party shall not be subject to any conditions contained in this Section 3.2 which are required to be performed by such Funding Party:

(i) Operative Guaranty. Counterparts of the Operative Guaranty, duly executed by the Lessee, shall have been delivered to each Funding Party.

(ii) Loan Agreement. Counterparts of the Loan Agreement, duly executed by the Lessor, the Agent and the Lender, shall have been delivered to each of the parties thereto.

(iii) Master Agreement. Counterparts of this Master Agreement, duly executed by the parties hereto, shall have been delivered to each of the parties hereto.

(iv) Lease. Counterparts of the Lease, duly executed by the Lessee and the Lessor, shall have been delivered to each Funding Party and the original, chattel paper copy of the Lease shall have been delivered to the Agent.

(v) Lessee's Resolutions and Incumbency Certificate, etc. Each of the Agent and the Lessor shall have received (x) a certificate of the Secretary or an Assistant Secretary of the Lessee, attaching and certifying as to (i) the Board of Directors' or other authorizing resolution duly authorizing the execution, delivery and performance by it of each Operative Document to which it is or will be a party, (ii) the incumbency and signatures of persons authorized to execute and deliver such documents on its behalf, (iii) its articles of incorporation, certified as of a recent date by the Secretary of State of the state of its incorporation and (iv) its by-laws, and (y) good standing certificates for the Lessee from the appropriate offices of the States of such Person's incorporation and principal place of business.

(vi) Opinions of Counsel. The opinions of Long Aldridge & Norman LLP and of internal counsel to the Lessee, dated the initial Closing Date, substantially in the form set forth in Exhibit G-1, and containing such other matters as the parties to whom it is addressed shall reasonably request, shall have been delivered and addressed to each of the Lessor, the Agent and the Lender.

(vii) Lessor's Incumbency Certificate. If a Loan Agreement is then in effect, the Agent shall have received a certificate of secretary of the Lessor attaching and certifying as to the incumbency and signatures of persons authorized to execute and deliver such documents on its behalf.

SECTION 3.3 Conditions to the Obligations of Lessee. The obligations of the Lessee to lease from the Lessor are subject to the fulfillment on the related Closing Date to the satisfaction of, or waiver by, the Lessee, of the following conditions precedent:

(a) General Conditions. The conditions set forth in Sections 3.1 and 3.2 that require fulfillment by the Lessor or the Lender shall have been satisfied.

(b) Legality. In the opinion of the Lessee or its counsel, the transactions contemplated by the Operative Documents shall not violate any Applicable Law, and no change shall have occurred or been proposed in Applicable Law that would make it

illegal for the Lessee to participate in any of the transactions contemplated by the Operative Documents.

SECTION 3.4 Additional Conditions to the Obligations of the Funding Parties on the Closing Date. The obligations of the Lessor and each Lender to carry out their respective obligations under Section 2 of this Master Agreement to be performed on the Closing Date shall be subject to the fulfillment to the satisfaction of, or waiver by, each such party hereto (acting directly or through their respective counsel) or prior to the Closing Date of the following conditions precedent in addition to those set forth in Sections 3.1 and 3.2, provided that the obligations of any Funding Party shall not be subject to any conditions contained in this Section 3.4 which are required to be performed by such Funding Party:

(a) Funding Request. The Lessor and the Agent shall have received from the Lessee the Funding Request therefor pursuant to Section 2.2(d).

(b) No Filed Mechanics Lien. As of the Closing Date, and as to any Funded Amount requested for the Leased Property, no mechanic's liens or materialman's liens have been filed against the Leased Property that have not been discharged, bonded over in a manner reasonably satisfactory to the Agent or insured over by the Title Insurance Company.

#### SECTION 4 REPRESENTATIONS

SECTION 4.1 Representations of Lessee. Effective as of the date of execution hereof and as of the Closing Date, the Lessee represents and warrants to each of the other parties hereto as follows:

(a) Corporate Existence and Power. The Lessee is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to transact business in every jurisdiction where the failure to qualify would have a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by the Lessee of this Agreement and the other Operative Documents to

which it is a party (i) are within the Lessee's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) require no action by or in respect of or filing with, any governmental body, agency or official, (iv) do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Lessee or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Lessee or any of the Subsidiaries which contravention or default is reasonably likely to have a Material Adverse Effect, and (v) do not result in the creation or imposition of any Lien other than the Liens created by the Operative Documents on any asset of the Lessee or any of the Subsidiaries.

(c) Binding Effect. This Agreement and each other Operative Document to which the Lessee is a party each constitute a valid and binding agreement of the Lessee, enforceable in accordance with its terms, provided that the enforceability hereof and thereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally.

(d) Financial Information. (i) The consolidated balance sheet of the Lessee and its Consolidated Subsidiaries as of December 31, 1998 and the related consolidated statements of income, shareholders' equity and cash flows for the Fiscal Year then ended, reported on by Arthur Andersen & Co., copies of which have been delivered to each of the Funding Parties, and the unaudited consolidated financial statements of the Lessee for the interim period ended September 30, 1999, copies of which have been delivered to each of the Funding Parties, fairly present, in conformity with GAAP (except for year-end adjustments and the absence of footnotes in the case of interim statements), the consolidated financial position of the Lessee and its Consolidated Subsidiaries as of such dates and their consolidated results of operations and cash flows for such periods stated.

(ii) Since September 30, 1999 there has been no event, act, condition or occurrence having a Material Adverse Effect.

(e) No Litigation. There is no action, suit or proceeding pending against or affecting the Lessee or any of the Subsidiaries before any court or arbitrator or any governmental body, agency or official which could reasonably be expected to have a Material Adverse Effect.

(f) Compliance with ERISA. Except as set forth in Schedule 4.1(f) as the same may be revised from time to time, (i) the Lessee and each member of the Controlled Group have fulfilled their obligations under the minimum funding standards of ERISA and the Tax Code with respect to each Plan and are in compliance in all material respects with the presently applicable provisions of ERISA and the Tax Code, and have not incurred any liability to the PBGC or a Plan under Title IV of ERISA; and (ii) neither the Lessee nor any member of the Controlled Group is or ever has been obligated to any material contribution to any Multiemployer Plan.

(g) Compliance with Laws; Payment of Taxes. The Lessee and each Consolidated Subsidiary is in compliance with all applicable laws, regulations and similar requirements of governmental authorities the failure to comply with which would result in a Material Adverse Effect, except where such compliance is being contested in good faith through appropriate proceedings. There have been filed on behalf of the Lessee and each Consolidated Subsidiary all Federal, state and local income, excise, property and other material tax returns which are required to be filed by them (or appropriate extensions of such filings have been obtained) and all taxes due pursuant to such returns or pursuant to any assessment received by or on behalf of the Lessee or any Consolidated Subsidiary (which are not being contested in good faith by such Person) have been paid. The charges, accruals and reserves on the books of the Lessee and each Consolidated Subsidiary in respect of taxes or other governmental charges are, in the opinion of the Lessee adequate. United States federal income tax returns (where applicable) of the Lessee and each Consolidated Subsidiary have been examined and closed through the Fiscal Year ended December 31, 1993.

(h) Subsidiaries; Identification of Consolidated Subsidiaries. Each of the Consolidated Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, is duly qualified to transact business in every jurisdiction where the failure to so qualify would have a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted in each case where the failure to have the same would have a Material Adverse Effect. As of the initial Closing Date, the Lessee has no Subsidiaries except for those Subsidiaries listed on Schedule 4.1(h) which accurately sets forth each such Subsidiary's complete name and jurisdiction of incorporation, and which identifies Consolidated Subsidiaries as being such. After the initial Closing Date, in the event that

Lessee's Subsidiaries are no longer published in the Lessee's annual reports filed with the Securities and Exchange Commission, Schedule 4.1(h) shall be supplemented from time to time by the Lessee, with copies to the Funding Parties, to identify any additional Subsidiary and any Subsidiary which has become a Consolidated Subsidiary and which has not previously been shown as such on such annual reports or on Schedule 4.1(h) as previously supplemented.

(i) Investment Company Act. Neither the Lessee nor any Subsidiary is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(j) Public Utility Holding Company Act. Neither the Lessee nor any Subsidiary is a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

(k) Ownership of Property; Liens. The Lessee and each Consolidated Subsidiary has title to its properties sufficient for the conduct of its business, and none of such property is subject to any Lien except as permitted in Section 5.18.

(l) No Default. Neither the Lessee nor any Consolidated Subsidiary is in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could reasonably be expected to have or cause a Material Adverse Effect. No Event of Default or Potential Event of Default has occurred and is continuing.

(m) Full Disclosure. All information heretofore furnished by the Lessee to any Funding Party (including, without limitation, information contained in the Lessee's form 10-K annual report for Fiscal Year 1996 and form 10-Q quarterly report for the second Fiscal Quarter of 1997) for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Lessee to any Funding Party will be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified.

(n) Environmental Matters. (i) Neither the Lessee nor any Consolidated Subsidiary is subject to any Environmental Liability which could reasonably be expected to have or cause a

Material Adverse Effect and neither the Lessee nor any Consolidated Subsidiary has been designated as a potentially responsible party under CERCLA or under any state statute similar to CERCLA where the probable resulting liability would have a Material Adverse Effect. Except as disclosed on Schedule 4.1(n), as revised from time to time, to the knowledge of the Lessee, none of the Properties has been identified on any current or proposed (1) National Priorities List under 40 C.F.R. Section 300, (2) CERCLIS list or (3) any list arising from a state statute similar to CERCLA, in each case under circumstances which have or could reasonably be expected to have a Material Adverse Effect.

(ii) Except as disclosed on Schedule 4.1(n), as revised from time to time, to the knowledge of the Lessee, no Hazardous Materials have been or are being used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, managed or otherwise handled at, or shipped or transported to or from the Properties or are otherwise present at, on, in or under the Properties, except for Hazardous Materials, such as cleaning solvents, pesticides and other materials used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, managed, or otherwise handled in minimal amounts in the ordinary course of business in compliance with all applicable Environmental Requirements, except in such instances where such failure of compliance would not have a Material Adverse Effect.

(iii) Except as disclosed on Schedule 4.1(n), as revised from time to time, the Lessee, and each of the Subsidiaries has procured all Environmental Authorizations necessary for the conduct of its business, and is in compliance with all Environmental Requirements in connection with the operation of the Properties and the Lessee's and each Consolidated Subsidiary's respective businesses, except in such instances where such failure of compliance would not have a Material Adverse Effect.

(o) Capital Stock. All Capital Stock, debentures, bonds, notes and all other securities of the Lessee and each Consolidated Subsidiary presently issued and outstanding are validly and properly issued in accordance with all applicable laws, including but not limited to, the "Blue Sky" laws of all applicable states and the federal securities laws. Except as set forth in Schedule 4.1(o), as revised from time to time, the issued shares of Capital Stock of the Lessee's Wholly Owned Subsidiaries which are owned by the Lessee are owned by the Lessee free and clear of any Lien or adverse claim and at least

majority of the issued shares of capital stock of each of the Lessee's other Subsidiaries (other than Wholly Owned Subsidiaries) is owned by the Lessee free and clear of any Lien or adverse claim.

(p) Margin Stock. Neither the Lessee nor any Subsidiary is engaged principally, or as one of its important activities, in the business of purchasing or carrying any Margin Stock, and no part of the proceeds of any Funded Amount will be used for any purpose which violates, or which is inconsistent with, the provisions of Regulation U or Regulation X.

(q) Insolvency. After giving effect to the execution and delivery of the Operative Documents and the funding of the Funded Amounts under the Operative Agreement: (i) the Lessee will not (x) be "insolvent," within the meaning of such term as used in O.C.G.A. Section 18-2-22 or as defined in Section 101 of the "Bankruptcy Code", or Section 2 of either the "UFTA" or the "UFCA", or as defined or used in any "Other Applicable Law" (as those terms are defined below), or (y) be unable to pay its debts generally as such debts become due within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 6 of the UFCA, or (z) have an unreasonably small capital to engage in any business or transaction, whether current or contemplated, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 5 of the UFCA; and (ii) the obligations of the Lessee under the Operative Documents will not be rendered avoidable under any Other Applicable Law. For purposes of this Section 4(q), "Bankruptcy Code" means Title 11 of the United States Code, "UFTA" means the Uniform Fraudulent Transfer Act, "UFCA" means the Uniform Fraudulent Conveyance Act, and "Other Applicable Law" means any other applicable state law pertaining to fraudulent transfers or acts voidable by creditors, in each case as such law may be amended from time to time.

(r) Insurance. The Lessee and each Consolidated Subsidiary has (either in the name of the Lessee or in such Consolidated Subsidiary's own name), with financially sound and reputable insurance companies, insurance on all its property in comparable amounts and against comparable risks as are usually insured against in the same general area by companies of established repute engaged in the same or similar business.

(s) Rights in Respect of the Leased Property. The Lessee is not a party to any contract or agreement to sell any interest in the Leased Property or any part thereof, other than pursuant to the Operative Documents or the Existing Lease

(t) Hazardous Materials. (i) To the best knowledge of the Lessee, on the Closing Date, except as disclosed in the Environmental Audit, there are no Hazardous Materials present at, upon, under or within the Leased Property or released or transported to or from the Leased Property (except in compliance in all material respects with all applicable Environmental Laws).

(ii) On the Closing Date, no Governmental Actions have been taken or are in process or have been threatened, which could reasonably be expected to subject the Leased Property, any Lender or the Lessor with respect to the Leased Property to any Claims or Liens under any Environmental Law which would have a materially adverse effect on the Lessee, the Lessor, any Lender or the Leased Property.

(iii) The Lessee has, or will obtain on or before the date required by applicable Environmental Laws, all Environmental Permits necessary to operate the Leased Property in accordance with applicable Environmental Laws and is complying with and has at all times complied with all such Environmental Permits, except to the extent the failure to obtain such Environmental Permits or to so comply would not have a Material Adverse Effect.

(iv) No notice, notification, demand, request for information, citations, summons, complaint or order has been issued or filed to or with respect to the Lessee, no penalty has been assessed on the Lessee and no investigation or review is pending or, to its best knowledge, threatened by any Environmental Authority or other Person in each case relating to the Leased Property with respect to any alleged material violation or liability of the Lessee under any Environmental Law. No material notice, notification, demand, request for information, citations, summons, complaint or order has been issued or filed to or with respect to any other Person, no material penalty has been assessed on any other Person and no investigation or review is pending or, to its best knowledge, threatened by any Environmental Authority or other Person relating to the Leased Property with respect to any alleged material violation or liability under any Environmental Law by any other Person.

(v) Except as disclosed in the Environmental Audit, the Leased Property and each portion thereof are presently in compliance in all material respects with all Environmental Laws, and there are no present or, to the Lessee's best

knowledge, past facts, circumstances, activities, events, conditions or occurrences regarding the Leased Property (including without limitation the release or presence of Hazardous Materials) that could reasonably be anticipated to (A) form the basis of a material Claim against the Leased Property, any Funding Party or the Lessee, (B) cause the Leased Property to be subject to any restrictions on ownership, occupancy, use or transferability under any applicable Environmental Law, (C) require the filing or recording of any notice or restriction relating to the presence of Hazardous Materials in the real estate records in the county or other appropriate municipality in which the Leased Property is located, or (D) prevent or interfere with the continued operation and maintenance of the Leased Property as contemplated by the Operative Documents.

(vi) Notwithstanding any provision herein or in the Lease to the contrary, Lessor and Agent agree that it is not, and will not constitute, a violation of any representation, warranty or covenant of the Lessee made in this Agreement, the Lease or any other Operative Document, if Hazardous Materials shall be present or handled, generated, stored, processed or disposed of on, or released or discharged from, the Leased Property, to the extent such Hazardous Materials are used by or on behalf of Lessee in the ordinary course of Lessee's business and in material compliance with all Environmental Laws.

(u) Leased Property. The present condition and use of the Leased Property conforms in all material respects with all conditions or requirements of all existing permits and approvals issued with respect to the Leased Property, and the present use of the Leased Property and the Lessee's future intended use of the Leased Property under the Lease does not, in any material respect, violate any Applicable Law. No material notices, complaints or orders of violation or non-compliance have been issued or, to the Lessee's best knowledge, threatened or contemplated by any Governmental Authority with respect to the Leased Property or any present or intended future use thereof. All agreements, easements and other rights, public or private, which are necessary to permit the lawful use and operation of the Leased Property as the Lessee intends to use the Leased Property under the Lease and which are necessary to permit the lawful intended use and operation of all presently intended utilities, driveways, roads and other means of egress and ingress to and from the same have been, or to the Lessee's best knowledge will be, obtained and are in full force and effect, and the Lessee has no knowledge of any pending modification or cancellation of any

of the same. The Lessee does not make any representation hereby with respect to compliance with the Tripartite Agreement/Option Agreement.

SECTION 4.2 Representations of the Lessor. Effective as of the date of execution hereof and as of the Closing Date, the Lessor represents and warrants to the Agent, the Lender and the Lessee as follows:

(a) Securities Act. The interest being acquired or to be acquired by the Lessor in the Leased Property is being acquired for its own account, without any view to the distribution thereof or any interest therein, provided that the Lessor shall be entitled to assign, convey or transfer its interest in accordance with Section 6.1.

(b) Employee Benefit Plans. The Lessor is not and will not be making its investment hereunder, and is not performing its obligations under the Operative Documents, with the assets of an "employee benefit plan" (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA, or "plan" (as defined in Section 4975(e)(1)) of the Tax Code.

(c) Brokers, Finders. The Lessor has not retained or employed any broker, finder or financial adviser in connection with this Master Agreement as to which any fees or commissions described in Section 7.1(f) have been incurred.

(d) Due Organization, etc. The Lessor is a limited partnership duly organized and validly existing in good standing under the laws of Connecticut and qualified as a foreign partnership in good standing under the laws of Florida and has full power, authority and legal right to execute, deliver and perform its obligations under the Lease, this Master Agreement and each other Operative Document to which it is or will be a party.

(e) Due Authorization; Enforceability, etc. This Master Agreement and each other Operative Document to which the Lessor is or will be a party have been or will be duly authorized, executed and delivered by or on behalf of the Lessor and are, or upon execution and delivery will be, legal, valid and binding obligations of the Lessor enforceable against it in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by general equitable principles.

(f) No Conflict. The execution and delivery by the Lessor of the Lease, this Master Agreement and each other Operative Document to which the Lessor is or will be a party, are not or will not be, and the performance by the Lessor of its obligations under each will not be, inconsistent with its Partnership Agreement, do not and will not contravene any Applicable Law and do not and will not contravene any provision of, or constitute a default under, any Contractual Obligation of Lessor, and the Lessor possesses all requisite regulatory authority to undertake and perform its obligations under the Operative Documents.

(g) Litigation. There are no pending or, to the knowledge of the Lessor, threatened actions or proceedings against the Lessor before any court, arbitrator or administrative agency that would have a material adverse effect upon the ability of the Lessor to perform its obligations under this Master Agreement or any other Operative Documents to which it is or will be a party.

(h) Lessor Liens. No Lessor Liens (other than those created by the Operative Documents) exist on the Closing Date on the Leased Property, or any portion thereof, and the execution, delivery and performance by the Lessor of this Master Agreement or any other Operative Document to which it is or will be a party will not subject the Leased Property, or any portion thereof, to any Lessor Liens (other than those created by the Operative Documents).

(i) Partners. The general partner of the Lessor is AFT Prefco GP, LLC and the limited partner of the Lessor is AFG Prefco, LLC.

SECTION 4.3 Representations of each Lender. As of the Closing Date, the Lender represents and warrants to the Lessor and to the Lessee as follows:

(a) Securities Act. The interest being acquired or to be acquired by the Lender in the Funded Amounts is being acquired for its own account, without any view to the distribution thereof or any interest therein, provided that the Lender shall be entitled to assign, convey or transfer its interest in accordance with Section 6.2. The Lender is an accredited investor as that term is defined in Rule 501(a) under the Securities Act.

(b) Employee Benefit Plans. The Lender is not and will not be making its investment hereunder, and is not performing its obligations under the Operative Documents, with the assets of an "employee benefit plan" (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA, or "plan" (as defined in Section 4975(e)(1)) of the Tax Code.

(c) Brokers, Finders. The Lender has not retained or employed any broker, finder or financial adviser in connection with this Master Agreement as to which any fees or commissions described in Section 7.1(f) have been incurred.

SECTION 5  
COVENANTS OF THE LESSEE

So long as any Commitment remains in effect hereunder or any Funded Amount shall remain outstanding, the Lessee will (unless waived in writing by the Required Funding Parties) perform the following covenants (it being understood and agreed that Sections 5.19 and 5.20 and any related defined terms used therein shall be deemed to be amended automatically from time to time in a manner corresponding to any amendment effected from time to time to the corresponding provisions and defined terms in the Credit Agreement, provided that SunTrust Bank, Atlanta has, in its capacity as a lender under the Credit Agreement, consented to such amendment):

SECTION 5.1 Information. The Lessee will deliver to each of the Funding Parties:

(a) as soon as available and in any event within 90 days after the end of each Fiscal Year, a consolidated balance sheet of the Lessee and its Consolidated Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of income, shareholders' equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous fiscal year, all certified by Arthur Andersen & Co. or other independent public accountants of nationally recognized standing, with such certification to be free of exceptions and qualifications not acceptable to the Required Funding Parties;

(b) as soon as available and in any event within 60 days after the end of each of the first 3 Fiscal Quarters of each Fiscal Year, a consolidated balance sheet of the Lessee and its Consolidated Subsidiaries as of the end of such Fiscal Quarter and the related statement of income and statement of cash flows

for such Fiscal Quarter and for the portion of the Fiscal Year ended at the end of such Fiscal Quarter, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter and the corresponding portion of the previous Fiscal Year, all certified (subject to normal year-end adjustments) as to fairness of presentation, GAAP and consistency by an Authorized Officer or the chief accounting officer of the Lessee;

(c) within 10 Domestic Business Days after the delivery of each set of financial statements referred to in paragraph (a) above and simultaneously with the delivery of each set of financial statements referred to in paragraph (b) above, a certificate, substantially in the form of Exhibit E (a "Compliance Certificate"), of an Authorized Officer or the chief accounting officer of the Lessee (i) setting forth in reasonable detail the calculations required to establish whether the Lessee was in compliance with the requirements of Sections 5.15 through 5.20, inclusive, on the date of such financial statements and (ii) stating whether any Event of Default or Potential Event of Default exists on the date of such certificate and, if any Event of Default or Potential Event of Default then exists, setting forth the details thereof and the action which the Lessee is taking or proposes to take with respect thereto;

(d) simultaneously with the delivery of each set of annual financial statements referred to in paragraph (a) above, a statement of the firm of independent public accountants which reported on such statements to the effect that nothing has come to their attention to cause them to believe that any Event of Default or Potential Event of Default existed on the date of such financial statements;

(e) within 5 Domestic Business Days after a Principal Officer becomes aware of the occurrence of any Event of Default or Potential Event of Default, a certificate of an Authorized Officer or the chief accounting officer of the Lessee setting forth the details thereof and the action which the Lessee is taking or proposes to take with respect thereto;

(f) promptly upon the mailing thereof to the shareholders of the Lessee generally, copies of all financial statements, reports and proxy statements so mailed;

(g) promptly upon the filing thereof, copies of all registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) and

annual, quarterly or monthly reports which the Lessee shall have filed with the Securities and Exchange Commission;

(h) if and when any member of the Controlled Group (i) gives or is required to give notice to the PBGC of any "reportable event" (as defined in Section 4043 of ERISA) with respect to any Plan which could reasonably be expected to constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA, a copy of such notice; or (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, a copy of such notice, provided, however, that each of the foregoing notices shall not be required to be given unless the reportable event, withdrawal liability, plan termination, or trustee appointment involved could reasonably be expected to give rise to a liability of more than \$1,000,000 on the part of the Lessee or any of its Subsidiaries; and

(i) from time to time such additional information regarding the financial position or business of the Lessee and the Subsidiaries as the Agent, at the request of any Funding Party, may reasonably request.

#### SECTION 5.2 Inspection of Property, Books and Records.

(a) The Lessee will keep, and will cause each Consolidated Subsidiary to keep, proper books of record and account in which full, true and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to its business and activities.

(b) Prior to the occurrence of an Event of Default or a Potential Event of Default, the Lessee will, and the Lessee will cause each Consolidated Subsidiary to, permit representatives of any Funding Party at such Funding Party's expense after reasonable notice during regular business hours (which date of visit shall be mutually agreed upon but shall not be later than 2 weeks after the date requested by such Funding Party) to visit and inspect, in the company of any of the Principal Officers or their designees and their independent public accountants, any of their respective properties, and to examine and make abstracts from any of their respective books and records and to discuss with any of the Principal Officers the

respective affairs, finances and accounts of the Lessee and its Subsidiaries.

(c) After the occurrence of an Event of Default or a Potential Event of Default, the Lessee will permit, and the Lessee will cause each Consolidated Subsidiary to permit, at the Lessee's expense, representatives of any Funding Party to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants.

The Lessee agrees to cooperate and assist in such visits and inspections set forth in paragraphs (b) and (c) above in this Section, in each case at such reasonable times and as often as may reasonably be desired. Provided, however, (i) in no event shall any Funding Party have access to (1) information prohibited by law or (2) Restricted Information, (ii) Lessee may designate an employee to accompany any Funding Party, and (iii) in the event any Funding Party desires to inspect confidential matters (which matters shall in no event include financial information and data of the Lessee or its Subsidiaries or other information the Funding Parties may require in order to determine compliance with this Agreement) under this Section, such Funding Party shall execute a confidentiality agreement relating to such matters, which agreement shall contain reasonable terms acceptable to such Funding Party and its counsel.

SECTION 5.3 Maintenance of Existence. The Lessee shall and shall cause each Consolidated Subsidiary to, maintain its corporate existence (except for any corporate reorganization, dissolutions or liquidations expressly permitted by Section 5.4 or 5.5 hereof) and to carry on its business in substantially the same manner and in substantially the same field as such business is now carried on and maintained.

SECTION 5.4 Dissolution. Neither the Lessee nor any Consolidated Subsidiaries shall (a) suffer or permit dissolution or liquidation either in whole or in part, or (b) redeem or retire any shares of its own stock or that of any Consolidated Subsidiary, except (i) through corporate reorganization to the extent permitted by Section 5.5, or (ii) solely in accordance with its policies and programs approved by the Lessee's Board of Directors from time to time, but in no event during the existence of an uncured Event of Default, whether caused by such dissolution, liquidation or otherwise.

SECTION 5.5 Consolidations, Mergers and Sales of Assets. The Lessee will not, and the Lessee will not permit any Consolidated Subsidiary to, consolidate or merge with or into, or sell, lease or otherwise transfer all or any substantial part of its assets to, any other Person, or discontinue or eliminate any Subsidiary or division, provided that (a) the Lessee and any Consolidated Subsidiary may merge with another Person (provided that in the event of such merger involving the Lessee, the Lessee is the surviving Person) if (i) such Person was organized under the laws of the United States of America or one of its states, (ii) the Lessee or a Consolidated Subsidiary is the corporation surviving such merger and (iii) immediately after giving effect to such merger, no Event of Default or Potential Event of Default shall have occurred and be continuing, (b) Subsidiaries may merge with one another or with the Lessee or with any other Person which will become a Subsidiary as a result of such merger, and (c) the foregoing limitation on the sale, lease or other transfer of assets and on the discontinuance or elimination of a Subsidiary or division shall not prohibit, (i) during any Fiscal Quarter, a transfer of assets or the discontinuance or elimination of a Subsidiary or division (in a single transaction or in a series of related transactions) unless the aggregate assets to be so transferred or utilized in a Subsidiary or division to be so discontinued, when combined with all other assets transferred, and all other assets utilized in all other Subsidiaries or divisions discontinued, in any Fiscal Year contributed more than 17.5% of Consolidated Operating Profits for the immediately preceding Fiscal Year, or (ii) sales of accounts receivable in connection with an accounts receivable securitization program in which the aggregate principal amount invested by the purchaser of such receivables does not exceed \$150,000,000 at any one time.

SECTION 5.6 [Intentionally Left Blank]

SECTION 5.7 Compliance with Laws; Payment of Taxes. The Lessee will, and will cause each of the Subsidiaries and each member of the Controlled Group to, comply with applicable laws (including but not limited to ERISA), regulations and similar requirements of governmental authorities (including but not limited to PBGC), except (i) where the necessity of such compliance is being contested in good faith through appropriate proceedings, or (ii) where the failure to do so would not have a Material Adverse Effect. The Lessee will, and will cause each of the Subsidiaries to, pay prior to the time the same become delinquent all taxes, assessments, governmental charges, claims

for labor, supplies, rent and other obligations which, if unpaid, might become a lien against the property of the Lessee or any Consolidated Subsidiary, except (i) liabilities being contested in good faith and against which, if requested by the Agent, the Lessee will set up reserves in accordance with GAAP, or (ii) where the failure to do so would not have a Material Adverse Effect.

SECTION 5.8 Insurance. The Lessee will maintain, and the Lessee will cause each of the Subsidiaries to maintain (either in the name of the Lessee or in such Consolidated Subsidiary's own name), with financially sound and reputable insurance companies, insurance on all its property material to its business in comparable amounts and against such risks as are usually insured against in the same general area by companies of established repute engaged in the same or similar business.

SECTION 5.9 Change in Fiscal Year. The Lessee will not change its Fiscal Year without the consent of the Required Funding Parties.

SECTION 5.10 Maintenance of Property. The Lessee shall, and the Lessee shall cause each Consolidated Subsidiary to, maintain all of its properties and assets in good condition, repair and working order, ordinary wear and tear excepted, except where the failure to do so would not have a Material Adverse Effect.

SECTION 5.11 Environmental Notices. Upon becoming aware of such matters, the Lessee shall furnish to the Funding Parties and the Agent prompt written notice of all Environmental Liabilities, pending or anticipated Environmental Proceedings, Environmental Notices, Environmental Judgments and Orders, and Environmental Releases at, on, in, under or in any way affecting the Properties or any adjacent property, and all facts, events, or conditions that could lead to any of the foregoing, in each case if the same would have a Material Adverse Effect.

SECTION 5.12 Environmental Matters. Except as set forth in Schedule 5.12, as revised from time to time, neither the Lessee nor any Consolidated Subsidiary will, and the Lessee will not permit any Third Party to, use, produce, manufacture, process, treat, recycle, generate, store, dispose of, manage at, or otherwise handle, or ship or transport to or from the Properties any Hazardous Materials, except for Hazardous Materials such as cleaning solvents, pesticides and other similar materials used, produced, manufactured, processed, treated, recycled, generated,

stored, disposed, managed, or otherwise handled in minimal amounts in the ordinary course of business in compliance with all applicable Environmental Requirements in each case where the failure to comply would not have a Material Adverse Effect.

SECTION 5.13 Environmental Release. The Lessee agrees that upon the occurrence of an Environmental Release at or on any of the Properties owned by it or any Consolidated Subsidiary, it will take appropriate action required by applicable law, except in such cases where the failure to take such action would not have a Material Adverse Effect.

SECTION 5.14 Heavy Metals. Historic soil and groundwater sampling, as well as recent sampling by Allied Environmental, has disclosed the presence of heavy metals and other constituents in the groundwater at the property, including thallium, lead, arsenic, gross alpha and antimony. Lessee covenants and agrees to work with Florida DEP, and to promptly conduct such sampling, remediation and/or other actions required to obtain a letter from Florida DEP indicating that no further action is required with regard to the discovered constituents, in a form reasonably satisfactory to Agent and Lessor, all at no cost to Agent, Lessor or the Lenders. These provisions will be in addition to, and not in limitation of, any other rights of Agent, the Lenders or Lessor.

SECTION 5.15 Storage Tanks, Allied Environmental has discovered petroleum related contamination in the vicinity of an above-ground storage tank on the Leased Property. Lessee covenants to promptly notify the appropriate agency and promptly conduct such investigation and remediation at no cost to Agent, the Lenders or Lessor. Remediation will be complete upon receipt by Agent of a letter from the environmental agency with jurisdiction indicating that no further investigation remediation, or other action is necessary with regard to such contamination, in a form reasonably satisfactory to Agent. This provision shall be in addition to, and not in limitation of, any other rights of Agent, the Lenders or Lessor.

SECTION 5.16 Transactions with Affiliates. Neither the Lessee nor any of its Consolidated Subsidiaries shall enter into, or be a party to, any transaction with any Affiliate of the Lessee or such Subsidiary (which Affiliate is not the Lessee or a Wholly Owned Subsidiary), except as permitted by law and in the ordinary course of business and pursuant to reasonable terms which are no less favorable to the Lessee or such Subsidiary than

would be obtained in a comparable arm's length transaction with a Person which is not an Affiliate.

SECTION 5.17 Restricted Investments. The Lessee will not, and will not permit any of its Subsidiaries to, make any Restricted Investments unless, after giving effect thereto, the aggregate amount of all such Restricted Investments outstanding at any time does not exceed 20% of the Lessee's Consolidated Total Assets; provided that (i) the foregoing shall be tested as at the end of each Fiscal Quarter, and (ii) after giving effect to the making of any Restricted Investments permitted by this Section, the Lessee will be in full compliance with all the provisions of the Operative Documents.

SECTION 5.18 Assignment of Lease and Rents. The Lessee shall execute and deliver a consent to Assignment of Lease and Rents with respect to the Leased Property existing if and when the Loan Agreement is entered into.

SECTION 5.19 Debt of Consolidated Subsidiaries. The Lessee shall not permit any Consolidated Subsidiary to incur or permit to exist any Debt not in existence on the Initial Closing Date, and extensions or renewals thereof, other than (i) the obligations to the Funding Parties under this Agreement; (ii) Debt of the types described in clause (vii) of the definition of Debt which is incurred in the ordinary course of business in connection with (1) the sale or purchase of goods, or (2) to assure performance of any Subsidiaries' service contracts, operating leases, obligations to a utility or a governmental entity, or worker's compensation obligations; (iii) Debt (including Debt secured by Liens permitted by Section 5.18) not exceeding an aggregate amount outstanding at any time equal to 20% of Consolidated Net Tangible Assets; and (iv) the obligations to the banks under the Credit Agreement or any refinancing thereof.

Any corporation which becomes a Consolidated Subsidiary after the date hereof shall for all purposes of this Section be deemed to have created, assumed or incurred at the time it becomes a Consolidated Subsidiary all Debt of such corporation existing immediately after it becomes a Consolidated Subsidiary.

SECTION 5.20 Negative Pledge. The Lessee shall not, and the Lessee shall not permit any Consolidated Subsidiary to, create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:

(a) Liens existing on the date of this Agreement and disclosed on Schedule 5.18(a);

(b) any Lien existing on any specific fixed asset of any corporation at the time such corporation becomes a Consolidated Subsidiary and not created in contemplation of such event;

(c) any Lien on any specific fixed asset securing Debt incurred or assumed for the purpose of financing all or any part of the cost of acquiring or constructing such asset, provided that (i) such Lien attaches to such asset concurrently with or within 18 months after the acquisition or completion of construction thereof, and (ii) such acquisition is not in connection with the purchase of all or substantially all of the assets of a Person;

(d) any Lien on any specific fixed asset of any corporation existing at the time such corporation is merged or consolidated with or into the Lessee or a Consolidated Subsidiary and not created in contemplation of such event;

(e) any Lien existing on any specific fixed asset prior to the acquisition thereof by the Lessee or a Consolidated Subsidiary and not created in contemplation of such acquisition;

(f) Liens securing Debt owing by any Subsidiary to the Lessee or another Wholly Owned Subsidiary;

(g) Liens on and transfers of accounts receivable in connection with an accounts receivable securitization program in which the aggregate principal amount invested by the purchaser of such receivables does not exceed \$150,000,000 at any one time;

(h) any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing paragraphs of this Section, provided that (i) such Debt is not secured by any additional assets, and (ii) the amount of such Debt secured by any such Lien is not increased;

(i) any Lien on Margin Stock (subject to the limitation of Debt secured thereby set forth in Section 5.18(p) below);

(j) subject to Article XII(n) of the Lease, Liens for taxes (including ad valorem taxes), assessments or other

governmental charges or levies not yet due or which are being actively contested in good faith by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the Lessee or Subsidiary, as the case may be, in accordance with GAAP;

(k) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the Lessee or such Subsidiary, as the case may be, in accordance with GAAP;

(l) Liens incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance and other types of social security benefits or obligations or to secure performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations, provided that such Liens were not incurred in connection with the incurrence of any Debt;

(m) zoning ordinances, easements, licenses, restrictions on the use of real property and minor irregularities in title thereto which do not materially impair the use of such property and the operation of the business of the Lessee or such Subsidiary (as the case may be) thereon or the value of such property;

(n) inchoate Liens arising under ERISA to secure current service pension liabilities as they are incurred under the provisions of Plans from time to time in effect;

(o) rights reserved to or invested in any municipality or governmental, statutory or public authority to control or regulate any property of the Lessee or such Subsidiary, as the case may be, or to use such property in a manner which does not materially impair the use of such property for the purposes of which it is held by the Lessee or such Subsidiary, as the case may be; and

(p) Liens not otherwise permitted by the foregoing paragraphs of this Section securing Debt (other than indebtedness in respect of Funded Amounts) in an aggregate principal amount at any time outstanding which does not exceed 20% of Consolidated Net Tangible Assets.

SECTION 5.21 Interest Coverage Ratio. At the end of each Fiscal Quarter commencing with the Fiscal Quarter ending September 30, 1997, the Interest Coverage Ratio shall be greater than or equal to 3.0 to 1.0, determined in accordance with GAAP.

SECTION 5.22 Ratio of Consolidated Funded Debt to Cash Flow. At the end of each Fiscal Quarter, commencing with the Fiscal Quarter ending September 30, 1997, the ratio of Consolidated Funded Debt to Cash Flow for the Fiscal Quarter just ended and the immediately preceding 3 Fiscal Quarters shall not exceed 4.0 to 1.0, determined in accordance with GAAP.

SECTION 5.23 Appraisal. The Lessee shall pay when requested by the Agent the cost of a report of the Appraiser (an "Appraisal"), which report is being obtained by the Agent.

SECTION 5.24 Insurance. No later than January 30, 2000 the Lessor and the Agent shall have received from the Lessee certificates of insurance evidencing compliance with the provisions of Article VIII of the Lease (including the naming of the Lessor, the Agent and the Lenders as additional insured or loss payee with respect to such insurance), in form and substance reasonably satisfactory to the Lessor and the Agent.

SECTION 5.25 Stamp Tax. If Florida documentary stamp tax is not paid on recordation of the Lease, the Lessee will promptly seek a Technical Assistance Advisory ("TAA") from the Florida Department of Revenue. If the TAA holds that such tax is due on the Lease, the Lessee will promptly pay the tax.

SECTION 6  
TRANSFERS BY LESSOR AND LENDERS

SECTION 6.1 Lessor Transfers. The Lessor shall not assign, convey or otherwise transfer all or any portion of its right, title or interest in, to or under the Leased Property (except pursuant to Article V of the Lease) or any of the Operative Documents (i) to any Lessee Competitor or (ii) to any other Person without the prior written consent of the Lenders and the Lessee, which consent (in the case of clause (ii)) shall not be unreasonably withheld, provided that the Lessor may make any such assignment, conveyance or transfer to any other Funding Party or any Affiliate of any Funding Party, without such consent, and provided further that no such assignment, conveyance or transfer shall separate ownership of an estate for years and remainder interest or violate the TriPartite Agreement/Option Agreement, and provided further that if such assignee is not a United States citizen or resident (or the assignee is filing as a foreign corporation, partnership, estate or trust), such assignee shall deliver to the Agent and the Lessee Internal Revenue Service form 1001 or 4224, as appropriate, or any successor form prescribed by the Internal Revenue Service. Any proposed transferee of the Lessor shall make the representation set forth in Section 4.2(b) to the other parties hereto.

SECTION 6.2 Loan Agreement; Lender Transfers. No Lender may grant participations in its Commitment or sell Funded Amounts or participations in its Funded Amount and Commitment (i) to any Lessee Competitor or (ii) to any other Person (other than an Affiliate) without the prior written consent of the Lessee, which consent (in the case of clause (ii)) shall not be unreasonably withheld. Any approved participation buyer shall not receive voting or waiver rights except with respect to postponing maturities, decreasing interest rates, releasing all or substantially all of the collateral or increasing principal amounts. Assignments will be permitted only with the prior written consent of the Lessee and the Agent, which consent (other than in the case of a Lessee Competitor) shall not be unreasonably withheld, obtained at least 14 days prior to any proposed assignment, and the payment of a processing fee of \$2,500 by the assignor or assignee Lender (as agreed between such Persons) to the Agent. Any such assignment shall be to an Eligible Assignee who is not a Lessee Competitor, shall be of an amount not less than \$5,000,000, and if the assignee is not a United States citizen or resident (or the assignee is filing as a foreign corporation, partnership, estate or trust), the assignee shall deliver to the Agent, the Lessor and the Lessee Internal

Revenue Service form 1001 or 4224, as appropriate, or any successor form prescribed by the Internal Revenue Service. Assignments shall be evidenced by an assignment and assumption agreement in substantially the form set forth as Exhibit J.

SECTION 6.3 Lessee Competitors. "Lessee Competitor" means (i) each Person whose name appears on the most recently revised Competitor List which has been sent to Lessor and the Lenders prior to the commencement by Lessor or a Lender, as the case may be, of negotiations for any transfer under this Section 6 to such Person and (ii) all Affiliates of such Person. Attached hereto as Schedule 6 is the current list (the "Competitor List") of Lessee Competitors. Lessee shall have the right to update the Competitor List no more often than once every six months during the Lease Term. In updating the Competitor List, Lessee may add thereto any Person (an "Added Competitor") that at the time of such updating is engaged, directly or indirectly, within any of the fifty (50) states of the United States, District of Columbia, Puerto Rico, Canada or the United Kingdom, in a business in which Lessee or any of its Affiliates is then engaged, provided that Lessee shall then delete one competitor from the Competitor List for each competitor so added so that the Competitor List shall never contain more than nineteen (19) Lessee Competitors. Notwithstanding anything to the contrary stated herein, in no event shall any bank, insurance company, pension fund, real estate investment trust, finance company or other institutional lender (an "Institutional Lender") or investor be a Lessee Competitor or included in any Competitor List.

SECTION 6.4 Lessor's Covenants. The Lessor covenants and agrees that, unless the Agent and the Lender shall have otherwise consented in writing:

(a) it shall not amend its Partnership Agreement;

(b) it shall not incur any indebtedness or other monetary obligation or liability, other than operating expenses incurred in the ordinary course of business that are not delinquent;

(c) the proceeds of the Loans received from the Lenders will be used by the Lessor solely to pay costs of acquisition of the Leased Property and to pay the Lessee for certain closing and transaction costs associated therewith. No portion of the proceeds of the Loans will be used by the Lessor (i) in connection with, whether directly or indirectly, any tender offer for, or other acquisition of, stock of any

corporation with a view towards obtaining control of such other corporation, (ii) directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any Margin Stock, or (iii) for any purpose in violation of any Applicable Law;

(d) it shall not engage in any business or activity, or invest in any Person, except for the Transactions;

(e) it will permit the Agent, the Lenders and their respective representatives to examine, and make copies from, the Lessor's books and records, and to visit the offices and properties of the Lessor for the purpose of examining such materials, and to discuss the Lessor's performance hereunder with any of its, or its general partner's, officers and employees;

(f) it shall not consent to or suffer or permit any Lien against the Leased Property, other than as expressly contemplated pursuant to the Operative Documents;

(g) it shall not consent to or suffer or permit the creation of any easement or other restriction against the Leased Property other than as permitted pursuant to Article V of the Lease; and

(h) it shall not hereafter violate or cause a violation of the terms and provisions of the Tripartite Agreement/Option Agreement without the consent of the Lessee.

SECTION 6.5 Existing Property Documents. (a) The parties hereto acknowledge that the Lessee may terminate the Existing Lease.

(b) If Equifax Payment Services, Inc. exercises its option to purchase the Leased Property pursuant to the Existing Lease, the Lessor, Agent, other Lenders and the Lessee shall cooperate to facilitate the transaction and enter into such modifications to the Operative Documents as may be necessary so that the Lease and the other Operative Documents remain in effect, Equifax Payment Services, Inc. shall pay to Honeywell the amount due pursuant to the Existing Lease and shall pay actual, out-of-pocket legal expenses of the Lessor, Agent and Other Lenders, but no other fees or charges, and there shall be no actual transfer of the Leased Property.

(c) If Equifax Payment Services, Inc. validly exercises its purchase option under the Honeywell Lease, then the

Lessor shall sell the Lease Property to Honeywell for the purchase price provided under the Honeywell Lease, the Agent shall release its lien on the Leased Property, and the Lessee shall pay to the Funding Parties any excess of the Lease Balance over the amount received by the Lessor from Honeywell.

SECTION 7  
INDEMNIFICATION

SECTION 7.1 General Indemnification. The Lessee agrees, whether or not any of the transactions contemplated hereby shall be consummated, to assume liability for, and to indemnify, protect, defend, save and hold harmless each Indemnitee, on an After-Tax Basis, from and against, any and all Claims that may be imposed on, incurred by or asserted, or threatened to be asserted, against such Indemnitee (whether because of action or omission by such Indemnitee or otherwise), whether or not such Indemnitee shall also be indemnified as to any such Claim by any other Person and whether or not such Claim arises or accrues prior to the Closing Date or after the Lease Termination Date, in any way relating to or arising out of:

(a) any of the Operative Documents or any of the transactions contemplated thereby, and any amendment, modification or waiver in respect thereof; or

(b) the Land, any Building or any part thereof or interest therein;

(c) the purchase, design, construction, preparation, installation, inspection, delivery, non-delivery, acceptance, rejection, ownership, management, possession, operation, rental, lease, sublease, repossession, maintenance, repair, alteration, modification, addition, substitution, storage, transfer of title, redelivery, use, financing, refinancing, disposition, operation, condition, sale (including, without limitation, any sale pursuant to the Lease), return or other disposition of all or any part of any interest in the Leased Property or the imposition of any Lien (or incurring of any liability to refund or pay over any amount as a result of any Lien) thereon, including, without limitation: (1) Claims or penalties arising from any violation or alleged violation of law or in tort (strict liability or otherwise), (2) latent or other defects, whether or not discoverable, (3) any Claim based upon a violation or alleged violation of the terms of any

restriction, easement, condition or covenant or other matter affecting title to the Leased Property or the part thereof, (4) the making of any Alterations in violation of any standards imposed by any insurance policies required to be maintained by the Lessee pursuant to the Lease which are in effect at any time with respect to the Leased Property or any part thereof, (5) any Claim for patent, trademark or copyright infringement, (6) Claims arising from any public improvements with respect to the Leased Property resulting in any charge or special assessments being levied against the Leased Property or any Claim for utility "tap-in" fees, (7) Claims for personal injury or real or personal property damage occurring, or allegedly occurring, on the Land, Building or Leased Property and (8) any Claim in respect of the Tripartite Agreement/Option Agreement other than Claims resulting from actions of the Lessor after the Closing Date taken without the consent of the Lessee;

(d) the offer, issuance, sale or delivery of the Notes by the Lessee;

(e) the breach or alleged breach by the Lessee of any representation or warranty made by it or deemed made by it in any Operative Document or any certificate required to be delivered by any Operative Document;

(f) the retaining or employment of any broker, finder or financial advisor by the Lessee to act on its behalf in connection with this Master Agreement, or the incurring of any fees or commissions to which the Lessor, the Agent or any Lender might be subjected by virtue of their entering into the transactions contemplated by this Master Agreement;

(g) the existence of any Lien on or with respect to the Leased Property, any Basic Rent or Supplemental Rent, title thereto, or any interest therein, including any Liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Leased Property or by reason of labor or materials furnished or claimed to have been furnished to the Lessor or the Lessee, or any of their respective contractors or agents or by reason of the financing of any personalty or equipment purchased or leased by the Lessor or the Lessee or Alterations constructed by the Lessor or the Lessee, except in all cases the Liens listed as items (a) and (b) in the definition of Permitted Liens;

(h) the transactions contemplated hereby or by any other Operative Document, in respect of the application of Parts 4 and 5 of Subtitle B of Title I of ERISA and any prohibited transaction described in Section 4975(c) of the Tax Code;

(i) any act or omission by the Lessee under any Operative Document, and any breach of any requirement, condition, restriction or limitation in any Deed; or

(j) any activities or liabilities of the Lessor that were conducted or incurred prior to the Closing Date;

provided, however, that the Lessee shall not be required to indemnify any Indemnitee under this Section 7.1 for any of the following: (1) any Claim to the extent that such Claim results from the willful misconduct (not taken at the request of the Lessee), willful misrepresentation or gross negligence of such Indemnitee, or (2) any Claim resulting from Lessor Liens which the Lessor Indemnitee Group is responsible for discharging under the Operative Documents. It is expressly understood and agreed that the indemnity provided for herein shall survive the expiration or termination of, and shall be separate and independent from any other remedy under this Master Agreement, the Lease or any other Operative Document.

SECTION 7.2 Environmental Indemnity. In addition to and without limitation of Section 7.1, the Lessee agrees to indemnify, hold harmless and defend each Indemnitee from and against any and all claims (including without limitation third party claims for personal injury or real or personal property damage), losses (including but not limited to any loss of value of the Leased Property), damages, liabilities, fines, penalties, charges, suits, settlements, demands, administrative and judicial proceedings (including informal proceedings) and orders, judgments, remedial action, requirements, enforcement actions of any kind, and all reasonable costs and expenses actually incurred in connection therewith (including, but not limited to, reasonable attorneys' and/or paralegals' fees and expenses), including, but not limited to, all costs incurred in connection with any investigation or monitoring of site conditions or any clean-up, remedial, removal or restoration work by any federal, state or local government agency, arising directly or indirectly, in whole or in part, out of

(i) the presence on or under the Land of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under, from or onto the Land,

(ii) any activity, including, without limitation, construction, carried on or undertaken on or off the Land, and whether by the Lessee or any predecessor in title or any employees, agents, contractors or subcontractors of the Lessee or any predecessor in title, or any other Person, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials that at any time are located or present on or under or that at any time migrate, flow, percolate, diffuse or in any way move onto or under the Land,

(iii) loss of or damage to any property or the environment (including, without limitation, clean-up costs, response costs, remediation and removal costs, cost of corrective action, costs of financial assurance, fines and penalties and natural resource damages), or death or injury to any Person, and all expenses associated with the protection of wildlife, aquatic species, vegetation, flora and fauna, and any mitigative action required by or under applicable Environmental Laws, in each case to the extent related to the Leased Property,

(iv) any claim concerning the Leased Property's lack of compliance with applicable Environmental Laws, or any act or omission causing an environmental condition on or with respect to the Leased Property that requires remediation or would allow any governmental agency to record a lien or encumbrance on the land records, or

(v) any residual contamination on or under the Land, or affecting any natural resources on the Land, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any Hazardous Materials on or from the Leased Property; in each case irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances;

in any case with respect to the matters described in the foregoing clauses (i) through (v) that arise or occur

(w) prior to or during the Lease Term,

(x) at any time during which the Lessee or any Affiliate thereof owns any interest in or otherwise occupies or possesses the Leased Property or any portion thereof,

(y) during any period after and during the continuance of any Event of Default or

(z) during any period of up to three years following the date an Indemnatee takes possession of the Leased Property and during which such Indemnatee retains such possession;

provided, however, the Lessee shall not be required to indemnify any Indemnatee under this Section 7.2 for any Claim to the extent that such Claim results from (1) the willful misconduct or gross negligence of such Indemnatee or (2) Hazardous Materials which are initially placed on, in or under the Leased Property by a Person other than the Lessee or any Affiliate thereof or any sublessee or assignee of Lessee after the date the Lessee has surrendered possession of the Leased Property and such Indemnatee, or any nominee of such Indemnatee or third-party purchaser of the Leased Property takes possession of the Leased Property. It is expressly understood and agreed that the indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any other remedy under this Master Agreement, the Lease or any other Operative Document.

SECTION 7.3 Proceedings in Respect of Claims. With respect to any amount that the Lessee is requested by an Indemnatee to pay by reason of Section 7.1 or 7.2, such Indemnatee shall, if so requested by the Lessee and prior to any payment, submit such additional information to the Lessee as the Lessee may reasonably request and which is in the possession of such Indemnatee to substantiate properly the requested payment. In case any action, suit or proceeding shall be brought against any Indemnatee, such Indemnatee shall notify the Lessee of the commencement thereof, and the Lessee shall be entitled, at its expense, to participate in, and, to the extent that the Lessee desires to, assume and control the defense thereof with counsel reasonably satisfactory to such Indemnatee; provided, however, that such Indemnatee may pursue a motion to dismiss such Indemnatee from such action, suit

or proceeding with counsel of such Indemnitee's choice at the Lessee's expense; and provided further that the Lessee may assume and control the defense of such proceeding only if the Lessee shall have acknowledged in writing its obligations to fully indemnify such Indemnitee in respect of such action, suit or proceeding, the Lessee shall pay all reasonable costs and expenses related to such action, suit or proceeding as and when incurred and the Lessee shall keep such Indemnitee fully apprised of the status of such action suit or proceeding and shall provide such Indemnitee with all information with respect to such action suit or proceeding as such Indemnitee shall reasonably request; and, provided further, that the Lessee shall not be entitled to assume and control the defense of any such action, suit or proceeding if and to the extent that, (A) in the reasonable opinion of such Indemnitee, (x) such action, suit or proceeding involves any possibility of imposition of criminal liability or any material risk of material civil liability on such Indemnitee or (y) such action, suit or proceeding will involve a material risk of the sale, forfeiture or loss of, or the creation of any Lien (other than a Permitted Lien) on the Leased Property or any part thereof unless the Lessee shall have posted a bond or other security satisfactory to the relevant Indemnitees in respect to such risk or (z) the control of such action, suit or proceeding would involve an actual or potential conflict of interest, (B) such proceeding involves Claims not fully indemnified by the Lessee which the Lessee and the Indemnitee have been unable to sever from the indemnified claim(s), or (C) an Event of Default has occurred and is continuing. The Indemnitee may participate in a reasonable manner at its own expense and with its own counsel in any proceeding conducted by the Lessee in accordance with the foregoing.

If the Lessee fails to fulfill the conditions to the Lessee's assuming the defense of any claim on or prior to the date that is 15 days prior to the date that an answer or response is required, the Indemnitee may undertake such defense, at the Lessee's expense. The Lessee shall not enter into any settlement or other compromise with respect to any Claim which is entitled to be indemnified under Section 7.1 or 7.2 without the prior written consent of the related Indemnitee, which consent shall not be unreasonably withheld. Unless an Event of Default shall have occurred and be continuing, no Indemnitee shall enter into any settlement or other compromise with respect to any claim which is entitled to be indemnified under Section 7.1 or 7.2 without the prior written consent of the Lessee, which consent shall not be unreasonably withheld, unless such Indemnitee waives

its right to be indemnified under Section 7.1 or 7.2 with respect to such Claim.

Upon payment in full of any Claim by the Lessee pursuant to Section 7.1 or 7.2 to or on behalf of an Indemnitee, the Lessee, without any further action, shall be subrogated to any and all claims that such Indemnitee may have relating thereto (other than claims in respect of insurance policies maintained by such Indemnitee at its own expense), and such Indemnitee shall execute such instruments of assignment and conveyance, evidence of claims and payment and such other documents, instruments and agreements as may be reasonably necessary to preserve any such claims and otherwise cooperate with the Lessee and give such further assurances as are reasonably necessary or advisable to enable the Lessee vigorously to pursue such claims.

Any amount payable to an Indemnitee pursuant to Section 7.1 or 7.2 shall be paid to such Indemnitee promptly upon, but in no event later than 30 days after, receipt of a written demand therefor from such Indemnitee, accompanied by a written statement describing in reasonable detail the basis for such indemnity and the computation of the amount so payable.

If for any reason the indemnification provided for in Section 7.1 or 7.2 is unavailable to an Indemnitee or is insufficient to hold an Indemnitee harmless, then the Lessee agrees to contribute to the amount paid or payable by such Indemnitee as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by such Indemnitee on the one hand and by the Lessee on the other hand but also the relative fault of such Indemnitee as well as any other relevant equitable considerations. It is expressly understood and agreed that the right to contribution provided for herein shall survive the expiration or termination of and shall be separate and independent from any other remedy under this Master Agreement, the Lease or any other Operative Document.

SECTION 7.4 General Tax Indemnity. (a) Tax Indemnity. Except as otherwise provided in this Section 7.4, the Lessee shall pay on an After-Tax Basis, and on written demand shall indemnify and hold each Tax Indemnitee harmless from and against, any and all fees (including, without limitation, documentation, recording, license and registration fees), taxes (including, without limitation, income, gross receipts, sales, rental, use, turnover, value-added, property, excise and stamp taxes), levies, imposts, duties, charges, assessments or withholdings of any

nature whatsoever, together with any penalties, fines or interest thereon or additions thereto (any of the foregoing being referred to herein as "Taxes" and individually as a "Tax" (for the purposes of this Section 7.4, the definition of "Taxes" includes amounts imposed on, incurred by, or asserted against each Tax Indemnitee as the result of any prohibited transaction, within the meaning of Section 406 or 407 of ERISA or Section 4975(c) of the Tax Code, arising out of the transactions contemplated hereby or by any other Operative Document)) imposed on or with respect to any Tax Indemnitee, the Lessee, the partnership interests in the Lessor, the Leased Property or any portion thereof or the Land, or any sublessee or user thereof, by the United States or by any state or local government or other taxing authority in the United States in connection with or in any way relating to (i) the acquisition, financing, mortgaging, construction, preparation, installation, inspection, delivery, non-delivery, acceptance, rejection, purchase, ownership, possession, rental, lease, sublease, maintenance, repair, storage, transfer of title, redelivery, use, operation, condition, sale, return or other application or disposition of all or any part of the Leased Property or the partnership interests in the Lessor or the imposition of any Lien (or incurrence of any liability to refund or pay over any amount as a result of any Lien) thereon, (ii) Basic Rent or Supplemental Rent or the receipts or earnings arising from or received with respect to the Leased Property or any part thereof, or any interest therein or any applications or dispositions thereof, (iii) any other amount paid or payable pursuant to the Notes, or any other Operative Documents, (iv) the Leased Property, the Land or any part thereof or any interest therein (including, without limitation, all assessments payable in respect thereof, including, without limitation, all assessments noted on the related Title Policy), (v) all or any of the Operative Documents, any other documents contemplated thereby, any amendments and supplements thereto, and (vi) otherwise with respect to or in connection with the transactions contemplated by the Operative Documents.

(b) Exclusions from General Tax Indemnity. Section 7.4(a) shall not apply to:

(i) Taxes on, based on, or measured by or with respect to net income of the Lessor and the Lender (including, without limitation, minimum Taxes, capital gains Taxes, Taxes on or measured by items of tax preference or alternative minimum Taxes) other than (A) any such Taxes that are, or are in the nature of, sales, use, license, rental or property Taxes, (B) withholding Taxes imposed by

the United States or any state in which Leased Property is located (i) on payments with respect to the Notes, to the extent imposed by reason of a change in Applicable Law occurring after the date on which the holder of such Note became the holder of such Note or (ii) on Rent, to the extent the net payment of Rent after deduction of such withholding Taxes would be less than amounts currently payable with respect to the Funded Amounts and (C) Taxes relating to activities of the Lessor prior to the Closing Date;

(ii) Taxes on, based on, or in the nature of or measured by Taxes on doing business, business privilege, franchise, capital, capital stock, net worth, or mercantile license or similar taxes other than (A) any increase in such Taxes imposed on such Tax Indemnitee by any state in which the Leased Property is located, net of any decrease in such taxes realized by such Tax Indemnitee, to the extent that such tax increase would not have occurred if on the Closing Date the Lessor and the Lender had advanced funds to the Lessee in the form of loans secured by the Leased Property in an amount equal to the Funded Amounts funded on such Funding Date, with debt service for such loans equal to the Basic Rent payable on each Payment Date and a principal balance at the maturity of such loans in a total amount equal to the Funded Amounts at the end of the Lease Term, or (B) any Taxes that are or are in the nature of sales, use, rental, license or property Taxes;

(iii) Taxes that are based on, or measured by, the fees or other compensation received by a Person acting as Agent (in its individual capacities) or any Affiliate of any thereof for acting as trustee under the Loan Agreement;

(iv) Taxes that result from any act, event or omission, or are attributable to any period of time, that occurs after the earliest of (A) the expiration of the Lease Term and, if the Leased Property is required to be returned to the Lessor in accordance with the Lease, such return and (B) the discharge in full of the Lessee's obligations to pay the Lease Balance, or any amount determined by reference thereto, with respect to the Leased Property and all other amounts due under the Lease, unless such Taxes relate to acts, events or matters occurring prior to the earliest of such times or are imposed on or with respect to any payments due under the Operative Documents after such expiration or discharge;

(v) Taxes imposed on a Tax Indemnitee that result from any voluntary sale, assignment, transfer or other disposition by such Tax Indemnitee or any related Tax Indemnitee of any interest in the Leased Property or any part thereof, or any interest therein or any interest or obligation arising under the Operative Documents, or from any sale, assignment, transfer or other disposition of any interest in such Tax Indemnitee or any related Tax Indemnitee, it being understood that each of the following shall not be considered a voluntary sale: (A) any substitution, replacement or removal of any of the property by the Lessee, (B) any sale or transfer resulting from the exercise by the Lessee of any termination option, any purchase option or sale option, (C) any sale or transfer while an Event of Default shall have occurred and be continuing under the Lease, and (D) any sale or transfer resulting from the Lessor's exercise of remedies under the Lease;

(vi) any Tax which is being contested in accordance with the provisions of Section 7.4(c), during the pendency of such contest;

(vii) any Tax that is imposed on a Tax Indemnitee as a result of such Tax Indemnitee's gross negligence or willful misconduct (other than gross negligence or willful misconduct imputed to such Tax Indemnitee solely by reason of its interest in the Leased Property);

(viii) any Tax to the extent resulting from a Tax Indemnitee engaging after the Closing Date, with respect to the Leased Property or the partnership interests in the Lessor, in transactions other than those permitted by the Operative Documents;

(ix) to the extent any interest, penalties or additions to tax result in whole or in part from the failure of a Tax Indemnitee to file a return that it is required to file in a proper and timely manner, unless such failure (A) results from the transactions contemplated by the Operative Documents in circumstances where the Lessee did not give timely notice to such Tax Indemnitee (and such Tax Indemnitee otherwise had no actual knowledge) of such filing requirement that would have permitted a proper and timely filing of such return, or (B) results from the failure of the Lessee to supply information necessary for the proper

and timely filing of such return that was not in the possession of such Tax Indemnitee; and

(x) any Tax that results from the breach by the Lessor of its representation and warranty made in Section 4.2(b) or the breach of any Lender of its representation and warranty made in Section 4.3(b).

(c) Contests. If any claim shall be made against any Tax Indemnitee or if any proceeding shall be commenced against any Tax Indemnitee (including a written notice of such proceeding) for any Taxes as to which the Lessee may have an indemnity obligation pursuant to Section 7.4, or if any Tax Indemnitee shall determine that any Taxes as to which the Lessee may have an indemnity obligation pursuant to Section 7.4 may be payable, such Tax Indemnitee shall promptly notify the Lessee. The Lessee shall be entitled, at its expense, to participate in, and, to the extent that the Lessee desire to, assume and control the defense thereof; provided, however, that the Lessee shall have acknowledged in writing its obligation to fully indemnify such Tax Indemnitee in respect of such action, suit or proceeding if the contest is unsuccessful; and, provided further, that the Lessee shall not be entitled to assume and control the defense of any such action, suit or proceeding (but the Tax Indemnitee shall then contest, at the sole cost and expense of the Lessee, on behalf of the Lessee with representatives reasonably satisfactory to the Lessee) if and to the extent that, (A) in the reasonable opinion of such Tax Indemnitee, such action, suit or proceeding (x) involves any meaningful risk of imposition of criminal liability or any material risk of material civil liability on such Tax Indemnitee or (y) will involve a material risk of the sale, forfeiture or loss of, or the creation of any Lien (other than a Permitted Lien) on the Leased Property or any part thereof unless the Lessee shall have posted a bond or other security satisfactory to the relevant Tax Indemnitees in respect to such risk, (B) such proceeding involves Claims not fully indemnified by the Lessee which the Lessee and the Tax Indemnitee have been unable to sever from the indemnified claim(s), (C) an Event of Default has occurred and is continuing, (D) such action, suit or proceeding involves matters which extend beyond or are unrelated to the Transaction and if determined adversely could be materially detrimental to the interests of such Tax Indemnitee notwithstanding indemnification by the Lessee or (E) such action, suit or proceeding involves any federal or any state income tax liability of the Tax Indemnitee. With respect to any contests controlled by a Tax Indemnitee, (i) if such contest relates to the federal or any state income tax liability of such Tax

Indemnatee, such Tax Indemnatee shall be required to conduct such contest only if the Lessee shall have provided to such Tax Indemnatee an opinion of independent tax counsel selected by the Tax Indemnatee and reasonably satisfactory to the Lessee stating that a reasonable basis exists to contest such claim or (ii) in the case of an appeal of an adverse determination of any contest relating to any Taxes, an opinion of such counsel to the effect that such appeal is more likely than not to be successful, provided, however, such Tax Indemnatee shall in no event be required to appeal an adverse determination to the United States Supreme Court. The Tax Indemnatee may participate in a reasonable manner at its own expense and with its own counsel in any proceeding conducted by the Lessee in accordance with the foregoing.

Each Tax Indemnatee shall at the Lessee's expense supply the Lessee with such information and documents in such Tax Indemnatee's possession reasonably requested by the Lessee as are necessary or advisable for the Lessee to participate in any action, suit or proceeding to the extent permitted by this Section 7.4. Unless an Event of Default shall have occurred and be continuing, no Tax Indemnatee shall enter into any settlement or other compromise with respect to any Claim which is entitled to be indemnified under this Section 7.4 without the prior written consent of the Lessee, which consent shall not be unreasonably withheld, unless such Tax Indemnatee waives its right to be indemnified under this Section 7.4 with respect to such Claim.

Notwithstanding anything contained herein to the contrary, (a) a Tax Indemnatee will not be required to contest (and the Lessee shall not be permitted to contest) a claim with respect to the imposition of any Tax if such Tax Indemnatee shall waive its right to indemnification under this Section 7.4 with respect to such claim (and any related claim with respect to other taxable years the contest of which is precluded as a result of such waiver) and (b) no Tax Indemnatee shall be required to contest any claim if the subject matter thereof shall be of a continuing nature and shall have previously been decided adversely, unless there has been a change in law which in the opinion of Tax Indemnatee's counsel creates substantial authority for the success of such contest. Each Tax Indemnatee and the Lessee shall consult in good faith with each other regarding the conduct of such contest controlled by either.

(d) Reimbursement for Tax Savings. If (x) a Tax Indemnatee shall obtain a credit or refund of any Taxes paid by

the Lessee pursuant to this Section 7.4 or (y) by reason of the incurrance or imposition of any Tax for which a Tax Indemnatee is indemnified hereunder or any payment made to or for the account of such Tax Indemnatee by the Lessee pursuant to this Section 7.4, such Tax Indemnatee at any time realizes a reduction in any Taxes for which the Lessee is not required to indemnify such Tax Indemnatee pursuant to this Section 7.4, which reduction in Taxes was not taken into account in computing such payment by the Lessee to or for the account of such Tax Indemnatee, then such Tax Indemnatee shall promptly pay to the Lessee (xx) the amount of such credit or refund, together with the amount of any interest received by such Tax Indemnatee on account of such credit or refund or (yy) an amount equal to such reduction in Taxes, as the case may be; provided that no such payment shall be made so long as an Event of Default shall have occurred and be continuing and, provided, further, that the amount payable to the Lessee by any Tax Indemnatee pursuant to this Section 7.4(d) shall not at any time exceed the aggregate amount of all indemnity payments made by the Lessee under this Section 7.4 to such Tax Indemnatee with respect to the Taxes which gave rise to the credit or refund or with respect to the Tax which gave rise to the reduction in Taxes less the amount of all prior payments made to the Lessee by such Tax Indemnatee under this Section 7.4(d). Each Tax Indemnatee agrees to act in good faith to claim such refunds and other available Tax benefits, and take such other actions as may be reasonable to minimize any payment due from the Lessee pursuant to this Section 7.4. The disallowance or reduction of any credit, refund or other tax savings with respect to which a Tax Indemnatee has made a payment to the Lessee under this Section 7.4(d) shall be treated as a Tax for which the Lessee are obligated to indemnify such Tax Indemnatee hereunder without regard to Section 7.4(b) hereof.

(e) Payments. Any Tax indemnifiable under this Section 7.4 shall be paid directly when due to the applicable taxing authority if direct payment is practicable and permitted. If direct payment to the applicable taxing authority is not permitted or is otherwise not made, any amount payable to a Tax Indemnatee pursuant to Section 7.4 shall be paid within thirty (30) days after receipt of a written demand therefor from such Tax Indemnatee accompanied by a written statement describing in reasonable detail the amount so payable, but not before the date that the relevant Taxes are due. Any payments made pursuant to Section 7.4 shall be made to the Tax Indemnatee entitled thereto or the Lessor, as the case may be, in immediately available funds at such bank or to such account as specified by the payee in written directions to the payor, or, if no such direction shall

have been given, by check of the payor payable to the order of the payee by certified mail, postage prepaid at its address as set forth in this Master Agreement. Upon the request of any Tax Indemnatee with respect to a Tax that the Lessee are required to pay, the Lessee shall furnish to such Tax Indemnatee the original or a certified copy of a receipt for the Lessee's payment of such Tax or such other evidence of payment as is reasonably acceptable to such Tax Indemnatee.

(f) Reports. If the Lessee knows of any report, return or statement required to be filed with respect to any Taxes that are subject to indemnification under this Section 7.4, the Lessee shall, if the Lessee is permitted by Applicable Law, timely file such report, return or statement (and, to the extent permitted by law, show ownership of the applicable Leased Property in the Lessee); provided, however, that if the Lessee is not permitted by Applicable Law or does not have access to the information required to file any such report, return or statement, the Lessee will promptly so notify the appropriate Tax Indemnatee, in which case Tax Indemnatee will file such report. In any case in which the Tax Indemnatee will file any such report, return or statement, the Lessee shall, upon written request of such Tax Indemnatee, prepare such report, return or statement for filing by such Tax Indemnatee or, if such Tax Indemnatee so requests, provide such Tax Indemnatee with such information as is reasonably available to the Lessee.

(g) Verification. At the Lessee's request, the amount of any indemnity payment by the Lessee or any payment by a Tax Indemnatee to the Lessee pursuant to this Section 7.4 shall be verified and certified by an independent public accounting firm selected by the Lessee and reasonably acceptable to the Tax Indemnatee. Unless such verification shall disclose an error in the Lessee's favor of 5% or more, the costs of such verification shall be borne by the Lessee. In no event shall the Lessee have the right to review the Tax Indemnatee's tax returns or receive any other confidential information from the Tax Indemnatee in connection with such verification. The Tax Indemnatee agrees to cooperate with the independent public accounting firm performing the verification and to supply such firm with all information reasonably necessary to permit it to accomplish such verification, provided that the information provided to such firm by such Tax Indemnatee shall be for its confidential use. The parties agree that the sole responsibility of the independent public accounting firm shall be to verify the amount of a payment pursuant to this Master Agreement and that matters of

interpretation of this Master Agreement are not within the scope of the independent accounting firm's responsibilities.

SECTION 7.5 Basis for Determining Interest Rate Inadequate or Unfair. If on or prior to the first day of any Rent Period:

(a) the Agent determines that deposits in Dollars (in the applicable amounts) are not being offered in the relevant market for such Rent Period, or

(b) the Required Funding Parties advise the Agent that the London Interbank Offered Rate as determined by the Agent will not adequately and fairly reflect the cost to such Funding Parties of funding LIBOR Advances for such Rent Period,

the Agent shall forthwith give notice thereof to the Lessee and the Funding Parties, whereupon until the Agent notifies the Lessee that the circumstances giving rise to such suspension no longer exist, the obligations of the Funding Parties to make or maintain such Funded Amounts as LIBOR Advances shall be suspended, and such affected LIBOR Advances shall bear interest or accrue yield, as the case may be, at the Alternative Rate.

SECTION 7.6 Illegality. If, after the date hereof, the adoption of any applicable law, rule or regulation, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof (any such agency being referred to as an "Authority" and any such event being referred to as a "Change of Law"), or compliance by any Funding Party (or its Funding Office) with any request or directive (whether or not having the force of law) of any Authority shall make it unlawful or impossible for any Funding Party (or its Funding Office) to make, maintain or fund its LIBOR Advances and such Funding Party shall so notify the Agent, the Agent shall forthwith give notice thereof to the other Funding Parties and the Lessee, whereupon until such Funding Party notifies the Lessee and the Agent that the circumstances giving rise to such suspension no longer exist, the obligation of such Funding Party to make LIBOR Advances shall be suspended. Before giving any notice to the Agent pursuant to this Section, such Funding Party shall designate a different Funding Office if such designation will avoid the need for giving such notice and will not, in the judgment of such Funding Party, be otherwise disadvantageous to such Funding Bank. If such Funding Party shall determine that it may not lawfully continue to maintain and fund any of its outstanding LIBOR Advances to maturity and shall so specify in such notice, each LIBOR Advance of such Funding Party shall be converted to an Alternative Rate Advance.

SECTION 7.7 Increased Cost and Reduced Return. (a) If after the date hereof, a Change of Law or compliance by any Funding Party (or its Funding Office) with any request or directive (whether or not having the force of law) of any Authority:

(i) shall impose, modify or deem applicable any reserve, special deposit or similar requirement (including, without limitation, (1) any such requirement imposed by the Board of Governors of the Federal Reserve System, and (2) with respect to any LIBOR Advance, any reserve requirement described in the definition of Euro-Dollar Reserve Percentage in excess of the reserve requirement of the Agent) against assets of, deposits with or for the account of, or credit extended by, any Funding Party (or its Funding Office); or

(ii) shall impose on any Funding Party (or its Funding Office) or on the United States market for certificates of deposit or the London interbank market any other condition affecting its LIBOR Advances or its obligation to make LIBOR Advances;

and the result of any of the foregoing is to increase the cost to such Funding Party (or its Funding Office) of making or maintaining any LIBOR Advance, or to reduce the amount of any sum received or receivable by such Funding Party (or its Funding Office) under the Operative Documents with respect thereto, by an amount deemed by such Funding Party to be material, then, within 15 days after demand by such Funding Party (with a copy to the Agent), the Lessee shall pay to such Funding Party such additional amount or amounts as will compensate such Funding Party for such increased cost or reduction.

(b) If any Funding Party shall have determined that after the date hereof the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof, or compliance by any Funding Party (or its Funding Office) with any request or directive regarding capital adequacy (whether or not having the force of law) of any Authority, has or would have the effect of reducing the rate of return on such Funding Party's capital as a consequence of its obligations hereunder to a level below that which such Funding Party could have achieved but for such adoption, change or compliance (taking into consideration such Funding Party's policies with respect to capital adequacy) by an amount deemed by such Funding Party to be material, then within 15 days after demand by such Funding Party (with a copy to the Agent), the Lessee shall pay to such Funding Party such additional amount or amounts as will compensate such Funding

Party for such reduction, but in no event shall the Lessee be liable for amounts incurred more than 90 days prior to receipt of such demand.

(c) Each Funding Party will promptly notify the Lessee and the Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Funding Party to compensation pursuant to this Section and will designate a different Funding Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Funding Party, be otherwise disadvantageous to such Funding Party. A certificate of any Funding Party claiming compensation under this Section and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Funding Party may use any reasonable averaging and attribution methods.

(d) Notwithstanding the foregoing, in the event the Lessee is required to pay any Funding Party amounts pursuant to Section 7.6 or this Section 7.7 and the designation of a different Funding Office pursuant to Section 7.6 or Section 7.7 will not avoid the need for compensation to such Funding Party (an "Affected Funding Party"), the Lessee may give notice to such Affected Funding Party (with copies to the Agent) that it wishes to seek one or more assignees (which may be one or more of the Funding Parties) to assume the Commitment of such Affected Funding Party and to purchase its outstanding Funded Amounts; provided, that if there is more than one Affected Funding Party which has requested substantially and proportionally equal compensation hereunder, the Lessee shall elect to seek an assignee to assume the Commitments of all such Affected Funding Parties. Each Affected Funding Party agrees to sell its Commitment, Funded Amounts and interest in the Operative Documents in accordance with Section 6 to any such assignee for an amount equal to the sum of the outstanding unpaid principal of and accrued interest or Yield on such Funded Amounts, plus all other fees and amounts (including, without limitation, any compensation due to such Affected Funding Parties under Section 7.6 or this Section 7.7) due to such Affected Funding Party hereunder calculated, in each case, to the date such Funded Amounts and interest are purchased. Upon such sale or prepayment, each such Affected Funding Party shall have no further commitment or other obligation to the Lessee hereunder or under any Operative Document.

(e) The provisions of this Section 7.7 (i) shall be applicable with respect to any Assignee, and any calculations required by such provisions shall be made based upon the circumstances of such Assignee and (ii) shall constitute a continuing agreement and shall survive the termination of the

Operative Documents and the payment in full or cancellation of the Funded Amounts.

SECTION 7.8 Alternative Rate Advances Substituted for Affected LIBOR Advances. If (i) the obligation of any Funding Party to make or maintain any LIBOR Advances has been suspended pursuant to Section 7.6 or (ii) any Funding Party has demanded compensation under Section 7.7, and the Lessee shall, by at least 5 Business Days' prior notice to such Funding Party through the Agent, have elected that the provisions of this Section shall apply to such Funding Party, then, unless and until such Funding Party notifies the Lessee that the circumstances giving rise to such suspension or demand for compensation no longer apply:

(a) all Funded Amounts which would otherwise be made by such Funding Party as LIBOR Advances shall be made instead as Alternative Rate Advances (in all cases interest, Yield and principal on such Funded Amounts shall be payable contemporaneously with the related Funded Amounts of the other Funding Parties), and

(b) after each of its LIBOR Advances has been repaid, all payments of principal which would otherwise be applied to repay such LIBOR Advances shall be applied to repay its Alternative Rate Advances instead.

SECTION 7.9 Compensation. Upon the request of any Funding Party, delivered to the Lessee and the Agent, the Lessee shall pay to such Funding Party such amount or amounts as shall compensate such Funding Party for any loss, cost or expense incurred by such Funding Party as a result of:

(a) any payment or prepayment of LIBOR Advances on a date other than the last day of an Rent Period for such LIBOR Advance; or

(b) if the Funding Parties have permitted prepayment of any LIBOR Advances, any failure by the Lessee to prepay such LIBOR Advances on the date for such prepayment specified in the relevant notice of prepayment hereunder; or

(c) any failure by the Lessee to consummate a Funding on the date specified in the applicable Funding Request;

such compensation to include, without limitation, as applicable: (A) an amount equal to the excess, if any, of (x) the amount of interest which would have accrued on the amount so paid or prepaid or not prepaid or funded for the period from the date of such payment, prepayment or failure to prepay or to take funding to the last day of the then current Rent Period for such LIBOR Advance (or, in the case of a failure to prepay or to take

funding, the Rent Period for such LIBOR Advance which would have commenced on the date of such failure to prepay or to take funding) at the applicable rate of interest or yield for such LIBOR Advance provided for herein over (y) the amount of interest or yield (as reasonably determined by such Funding Party) such Funding Party would have paid on deposits in Dollars of comparable amounts having terms comparable to such period placed with it by leading banks in the London interbank market.

SECTION 7.10 Limitation on Certain Payment Obligations. (a) Each Funding Party or the Agent shall make written demand on the Lessee for indemnification or compensation pursuant to Section 7.7, 7.8 or 7.9 hereof no later than 120 days after the event giving rise to the claim for indemnification or compensation occurs.

(b) In the event that any Funding Party or the Agent fails to give the Lessee notice within the applicable time limitation prescribed in (a) above, the Lessee shall have no obligation to pay such claim for compensation or indemnification hereunder.

SECTION 7.11 End of Term Indemnity. In the event that at the end of the Lease Term (i) the Lessee elects the option set forth in Section 14.6 of the Lease, and (ii) after the Lessor receives the sales proceeds from the Leased Property under Section 14.6 or 14.7 of the Lease, together with the Lessee's payment of the Recourse Deficiency Amount, the Lessor shall not have received the entire Lease Balance, then, within 90 days after the end of the Lease Term, the Lessor or the Agent may obtain, at the Lessee's sole cost and expense, a report from the Appraiser (or, if the Appraiser is not available, another appraiser reasonably satisfactory to the Lessor or the Agent, as the case may be, and approved by the Lessee, such approval not to be unreasonably withheld) in form and substance satisfactory to the Lessor and the Agent (the "Report") to establish the reason for any decline in value of the Leased Property from the Lease Balance. The Lessee shall promptly reimburse the Lessor for the amount equal to such decline in value to the extent below the Lease Balance to the extent that the Report indicates that such decline was due to

(w) extraordinary use, failure to maintain, to repair, to restore, to rebuild or to replace, failure to comply with all Applicable Laws, failure to use, workmanship, method of installation or removal or maintenance, repair, rebuilding or replacement, or any other cause or condition within the power of the Lessee to control or effect resulting in the Building failing to be an office, store or warehouse of the

type and quality contemplated by the Appraisal (excepting in each case ordinary wear and tear), or

(x) any Alteration made to, or any rebuilding of, the Leased Property or any part thereof by the Lessee, or

(y) any restoration or rebuilding carried out by the Lessee or any condemnation of any portion of the Leased Property pursuant to Article X of the Lease to the extent not covered by insurance or condemnation proceeds applied to the Lease Balance, or

(z) any use of the Leased Property or any part thereof by the Lessee other than as permitted by the Lease, or any act or omission constituting a breach of any requirement, condition, restriction or limitation set forth in the Existing Lease.

## SECTION 8

### MISCELLANEOUS

SECTION 8.1 Survival of Agreements. The representations, warranties, covenants, indemnities and agreements of the parties provided for in the Operative Documents, and the parties' obligations under any and all thereof, shall survive the execution and delivery and the termination or expiration of this Master Agreement and any of the Operative Documents, the transfer of any Land to the Lessor as provided herein, any disposition of any interest of the Lessor in the Leased Property, the purchase and sale of the Notes, payment therefor and any disposition thereof and shall be and continue in effect notwithstanding any investigation made by any party hereto or to any of the other Operative Documents and the fact that any such party may waive compliance with any of the other terms, provisions or conditions of any of the Operative Documents.

SECTION 8.2 Notices. Unless otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be addressed to such parties at the addresses therefor as set forth in Schedule 8.2, as such other address as any such party shall specify to the other parties hereto, and shall be deemed to have been given (i) the Business Day after being sent, if sent by overnight courier service; (ii) the Business Day received, if sent by messenger; (iii) the day sent, if sent by facsimile and confirmed electronically or otherwise during business hours of a Business

Day (or on the next Business Day if otherwise sent by facsimile and confirmed electronically or otherwise); or (iv) three Business Days after being sent, if sent by registered or certified mail, postage prepaid.

SECTION 8.3 Counterparts. This Master Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 8.4 Amendments. No Operative Document nor any of the terms thereof may be terminated, amended, supplemented, waived or modified with respect to the Lessee or any Funding Party, except (a) in the case of a termination, amendment, supplement, waiver or modification to be binding on the Lessee, with the written agreement or consent of the Lessee, and (b) in the case of a termination, amendment, supplement, waiver or modification to be binding on the Funding Parties, with the written agreement or consent of the Lessor and the Required Funding Parties; provided, however, that

(x) notwithstanding the foregoing provisions of this Section 8.4, the consent of each Funding Party affected thereby shall be required for any amendment, modification or waiver directly:

(i) modifying any of the provisions of this Section 8.4, changing the definition of "Required Funding Parties", or increasing the Commitment of such Funding Party;

(ii) amending, modifying, waiving or supplementing any of the provisions of Section 3 of the Loan Agreement or the representations of such Funding Party in Section 4.2 or 4.3 or the covenants of such Funding Party in Section 6 of this Master Agreement;

(iii) reducing any amount payable to such Funding Party under the Operative Documents or extending the time for payment of any such amount, including, without limitation, any Rent, any Funded Amount, any fees, any indemnity, the Lease Balance, any Funding Party Balance, Recourse Deficiency Amount, interest or Yield; or

(iv) consenting to any assignment of the Lease, releasing any of the collateral assigned to the Agent and

the Lenders pursuant to the Mortgage and the Assignment of Lease and Rents (but excluding a release of any rights that the Lender may have in the Leased Property, or the proceeds thereof as contemplated in the definition of "Release Date"), releasing the Lessee from its obligations in respect of the payments of Rent and the Lease Balance, releasing the Lessee from its obligations under the Operative Guaranty or the other Operative Documents or changing the absolute and unconditional character of any such obligation; and

(y) no such termination, amendment, supplement, waiver or modification shall, without the written agreement or consent of the Lessor and the Lender, be made to the Lease; and

(z) subject to the foregoing clauses (x) and (y), so long as no Event of Default has occurred and is continuing, the Lessor, the Agent and the Lenders may not amend, supplement, waive or modify any terms of the Loan Agreement, the Notes, the Mortgage and the Assignment of Lease and Rents without the consent of the Lessee (such consent not to be unreasonably withheld or delayed); the Lessor and the Lessee may not amend, supplement, waive or modify any terms of the Lease without the consent of the Agent and the Lender.

SECTION 8.5 Headings, etc. The Table of Contents and headings of the various Articles and Sections of this Master Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

SECTION 8.6 Parties in Interest. Except as expressly provided herein, none of the provisions of this Master Agreement is intended for the benefit of any Person except the parties hereto, and their respective successors and permitted assigns.

SECTION 8.7 GOVERNING LAW. THIS MASTER AGREEMENT HAS BEEN DELIVERED IN, AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

SECTION 8.8 Expenses. Whether or not the transactions herein contemplated are consummated, the Lessee agrees to pay, as Supplemental Rent, all actual, reasonable and documented out-of-pocket costs and expenses of the Lessor, the Agent in connection with the preparation, execution and delivery of the Operative

Documents and the documents and instruments referred to therein and any amendment, waiver or consent relating thereto requested by or consented to by the Lessee (including, without limitation, the actual, reasonable and documented fees and disbursements of Mayer, Brown & Platt, special counsel to the Agent and of the Lessor, the Agent and the Lender in connection with the enforcement of the Operative Documents and the documents and instruments referred to therein (including, without limitation, the reasonable and documented fees and disbursements of counsel for the Lessor, the Agent and the Lender actually incurred), in each case (including without limitation in respect of any Lease Supplement notwithstanding the absence of this phrase therefrom) without regard to any statutory presumption as to the amount of legal fees.

SECTION 8.9 Severability. Any provision of this Master Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8.10 Liabilities of the Funding Parties. No Funding Party shall have any obligation to any other Funding Party or to the Lessee with respect to the transactions contemplated by the Operative Documents except those obligations of such Funding Party expressly set forth in the Operative Documents or except as set forth in the instruments delivered in connection therewith, and no Funding Party shall be liable for performance by any other party hereto of such other party's obligations under the Operative Documents except as otherwise so set forth. No Lender shall have any obligation or duty to the Lessee, any other Funding Parties or any other Person with respect to the transactions contemplated hereby except to the extent expressly set forth in this Master Agreement or the Loan Agreement.

SECTION 8.11 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Master Agreement or any other Operative Document, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of Georgia sitting in Fulton County, Georgia, the courts of the

United States of America for the Northern District of Georgia, and appellate courts from any thereof;

(ii) consents that any such action or proceedings may be brought to such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address set forth in Schedule 8.2 or at such other address of which the other parties hereto shall have been notified pursuant to Section 8.2; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

SECTION 8.12 Liabilities of the Agent. The Agent shall have no duty, liability or obligation to any party to this Master Agreement with respect to the transactions contemplated hereby except those duties, liabilities or obligations expressly set forth in this Master Agreement or the Loan Agreement, and any such duty, liability or obligations of the Agent shall be as expressly limited by this Master Agreement or the Loan Agreement, as the case may be.

SECTION 8.13 Confidentiality. Each Funding Party agrees to exercise commercially reasonable efforts to keep any information delivered or made available by the Lessee to it which is clearly indicated to be confidential information, confidential from anyone other than persons employed or retained by such Funding Party who are or are expected to become engaged in evaluating, approving, structuring or administering the transaction contemplated by the Operative Documents; provided, however that nothing herein shall prevent any Funding Party from disclosing such information (i) to any other Funding Party, (ii) upon the order of any court or administrative agency, (iii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Funding Party, (iv) which has been publicly disclosed, (v) to the extent reasonably required in connection with any litigation to which the Agent, any Funding Party or their respective Affiliates may be a party, (vi) to the extent reasonably required in connection with the exercise of any

remedy hereunder, (vii) to such Funding Party's legal counsel and independent auditors and (viii) to any actual or proposed participant, assignee or other transferee of all or part of its rights hereunder which has agreed in writing to be bound by the provisions of this Section 8.13; provided that should disclosure of any such confidential information be required by virtue of clause (ii) of the immediately preceding sentence, any relevant Funding Party shall promptly notify the Lessee of same (unless prohibited by such order in clause (ii)) so as to allow the Lessee to seek a protective order or to take any other appropriate action; provided, further, that, no Funding Party shall be required to delay compliance with any directive to disclose any such information so as to allow the Lessee to effect any such action.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

EQUIFAX INC., as the Lessee

By: \_\_\_\_\_

Name Printed:

Title:

FLORIDA

MASTER  
AGREEMENT

PREFCO VI LIMITED PARTNERSHIP, as  
Lessor

By: AFG PREFCO GP, LLC, a Texas  
limited liability company, as  
general partner

By: /s/ Stephen S. Brookshire

-----  
Name: Stephen S. Brookshire  
Title: President

FLORIDA

MASTER  
AGREEMENT

SUNTRUST BANK, ATLANTA,  
as Agent and Lender

By: /s/ Brian K. Peters  
-----

Name Printed: Brian K. Peters  
Title: Director

FLORIDA

MASTER  
AGREEMENT

S-3

ATLANTIC FINANCIAL GROUP, LTD.

By: Atlantic Financial Managers,  
Inc., its General Partner

By: /s/ Stephen S. Brookshire

-----  
Name Printed: Stephen S. Brookshire  
Title: President

FLORIDA

MASTER  
AGREEMENT

S-4

SCHEDULE 2.2

PAYMENT INSTRUCTIONS AND  
AMOUNT OF EACH FUNDING PARTY'S COMMITMENT

Lessor Commitment Percentage:	3.5%
Lender Commitment Percentage:	96.5%
Lessor Commitment:	\$ 811,125.00
Lender Commitment:	\$22,363,875.00

SCHEDULE 6

EQUIFAX COMPETITORS

TRW Information Services, Inc. (and TRW, Inc., its parent)  
TransUnion (TU)  
Computer Sciences Corporation (CSC)  
Dun & Bradstreet (D&B)  
First Financial Management Corp. (FFMC), (includes Telecheck NABANCO)  
Total Systems Services, Inc.  
First Data Resources (FDR)  
Policy Management Systems Corp. (PMSC)  
Hooper Holmes  
Pinkerton  
National Processing Co. (NPC)  
Deluxe Check Printers (including SCAN)  
Fair, Issac & Co.  
National Data Corp.  
DATEQ  
Continuum  
Creditel  
EMSI  
PAYCO American Corp.  
Olsten's Temporary  
Grattan, PLC  
Next PLC  
Experian, Inc. (and Great Universal Stores, its parent)  
Acxiom Corporation  
Atlantes  
Direct Marketing Technologies, Inc.  
Dynamark  
Harte Hanks  
InfoUSA  
Metromail Corporation  
R.L. Polk Company  
Electronic Data Systems

SCHEDULE 8.2

ADDRESSES FOR NOTICES

Lessee: Equifax Inc.  
1550 Peachtree Street, N.W.  
Atlanta, Georgia 30309  
Attn: Treasurer Director of  
Corporate Real Estate  
General Counsel

with a copy to:

William F. Timmons  
Long Aldridge & Norman LLP  
5300 SunTrust Tower  
303 Peachtree Street  
Atlanta, Georgia 30308

Lessor and AFG: c/o Atlantic Financial Group, Ltd.  
2311 Cedar Springs Road, Suite 150  
Dallas, Texas 75201  
Attn: Stephen Brookshire  
Telephone: (214) 720-9237  
Facsimile: (214) 871-2799

Agent: SunTrust Bank, Atlanta  
25 Park Place  
Mail Code 127  
Atlanta, Georgia 30303  
Attn: Center 127/Atlanta Corporate  
Banking

with a copy to:

c/o SunTrust Capital Markets, Inc.  
303 Peachtree Street  
24th Floor  
Mail Code 3943  
Atlanta, Georgia 30308  
Attn: Todd Shutley

EXHIBIT A  
TO MASTER AGREEMENT

FORM OF FUNDING REQUEST

TO: PREFCO VI LIMITED PARTNERSHIP, as Lessor,  
under the Master Agreement  
referred to below

Reference is hereby made to the Master Agreement (Florida Property) dated as of December 30, 1999 (as heretofore amended, the "Master Agreement") among Equifax Inc., as Lessee and Guarantor, PREFCO VI LIMITED PARTNERSHIP, as Lessor, Atlantic Financial Group, Ltd. and SunTrust Bank, Atlanta, as Agent and Lender. Capitalized terms not otherwise defined herein are used herein as defined in the Master Agreement.

Equifax Inc. as Lessee (the "Lessee") hereby notifies you that Lessee requests a Funding in the amount of \$\_\_\_\_\_ on [INSERT REQUESTED FUNDING DATE] in respect of [DESCRIBE LAND INTEREST].

In connection with such requested Funding, the Lessee hereby represents and warrants to you as follows:

(A) on the requested Funding Date the representations and warranties of the Lessee contained in each of the Operative Documents shall be true and correct in all material respects as though made on and as of such Funding Date, except to the extent such representations or warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date;

(B) there shall not have occurred and be continuing any Event of Default, Potential Event of Default;

(C) each Operative Document to which the Lessee is a party is in full force and effect with respect to it;

(D) no event that could reasonably be expected to have a Material Adverse Effect has occurred since March 31, 1997;

(E) the amount of the requested Funding represents amounts in respect of the purchase price for the

remainderman interest in the Leased Property [and the partnership interests in the Lessor]; and

(F) all of the conditions precedent to such Funding set forth in Section 3 of the Master Agreement have been satisfied.

Please wire transfer the proceeds of the Funding to \_\_\_\_\_.

The Lessee has caused this Funding Request to be executed and delivered by its duly authorized officer this \_\_\_\_\_, \_\_\_\_.

EQUIFAX INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: SunTrust Bank, Atlanta

EXHIBIT B  
TO MASTER AGREEMENT

FORM OF ASSIGNMENT OF LEASE AND RENTS

[As of the commencement date of the Master Agreement,  
the form was not prepared per agreement among the parties.]

EXHIBIT D  
TO MASTER AGREEMENT

FORM OF MORTGAGE

[As of the commencement date of the Master Agreement,  
the form was not prepared per agreement among the parties.]

EXHIBIT E  
TO MASTER AGREEMENT

COMPLIANCE CERTIFICATE

Reference is made to the Master Agreement (Florida Property) dated as of December 30, 1999 (as modified and supplemented and in effect from time to time, the "Master Agreement") among Equifax Inc., PREFCO VI Limited Partnership, Atlantic Financial Group, Ltd. and SunTrust Bank, Atlanta, as Agent and Lender. Capitalized terms used herein shall have the meanings ascribed thereto in the Master Agreement.

Pursuant to Section 5.1(c) of the Master Agreement, (i) \_\_\_\_\_, the duly authorized \_\_\_\_\_ of Equifax Inc. hereby certifies to the Funding Parties as required by Section 5.1(c) that the information contained in the Compliance Check List attached hereto is true, accurate and complete as of \_\_\_\_\_, \_\_\_\_\_, and (ii) \_\_\_\_\_, the duly authorized \_\_\_\_\_ of Equifax Inc. hereby (A) certifies to the Funding Parties as required by Section 5.1(c) that to the knowledge of such officer, no Event of Default or Potential Event of Default is in existence on and as of the date hereof and (B) restates and reaffirms as required by Section 5.1(c) that to the knowledge of such officer, the representations and warranties contained in Section 4.1 of the Master Agreement are true on and as of the date hereof (x) as stated as to representations and warranties which contain materiality limitations, and (y) in all material respects as to all other representations and warranties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 199/200\_\_.

EQUIFAX INC.

By: \_\_\_\_\_  
Title:

COMPLIANCE CHECK LIST  
Equifax Inc.

---

[As of the commencement date of the Master Agreement,  
the check list was not prepared per agreement among the parties.]

Exhibit F

Form of Environmental Audit Reliance Letter

Intentionally Omitted.

(LONG ALDRIDGE & NORMAN LLP LOGO)  
ATTORNEYS AT LAW

December 30, 1999

SunTrust Bank, Atlanta  
P.O. Box 4418, MC127  
Atlanta, Georgia 30302-4418

Prefco VI Limited Partnership  
1000 Ballpark Way  
Suite 304  
Arlington, Texas 76011

RE: EQUIFAX INC. LEASE TRANSACTION - FLORIDA

Ladies and Gentlemen:

We have acted as special local counsel for Equifax Inc., a Georgia corporation ("Lessee"), in connection with a lease transaction between Lessee, Prefco VI Limited Partnership ("Lessor") and SunTrust Bank, Atlanta ("Agent"). We render this opinion to you at the request of Lessee.

In connection with this opinion, we have examined copies of each of the following documents:

A. Master Agreement, dated as of December 30, 1999 (the "Master Agreement"), among Lessee, Lessor, and Agent;

B. Lease Agreement, dated as of December 30, 1999 (the "Lease"), by and between Lessor and Lessee; and

C. Operative Guaranty (the "Guaranty"), dated as of December 30, 1999, from Lessee in favor of Lessor and Agent; and

D. Consent and Agreement of Lessee (the "Consent"), dated as of December 30, 1999 from Lessee in favor of Agent.

The documents listed in (A) through (D) above are hereinafter sometimes collectively referred to as the "Lease Documents." All of the Property, including real estate, personal property

ATLANTA.4161174.2

303 PEACHTREE STREET - SUITE 5300  
ATLANTA, GEORGIA 30308  
404 527-4000 - FACSIMILE 404 527-4198

WASHINGTON, D.C. OFFICE  
701 PENNSYLVANIA AVENUE. M.W. - SUITE 600  
WASHINGTON, D.C. 20004  
202 624-1200 - FACSIMILE 202 624-1290

and fixtures, purported to be leased to Lessee pursuant to the Lease is hereinafter sometimes referred to as the "Property."

In connection with this opinion, we have assumed that:

(a) Lessee is a corporation duly organized, validly existing and in good standing under the laws of Georgia, and is duly authorized to transact business in each jurisdiction where its activities or presence required that it be so qualified; and

(b) Lessee has all requisite authority to lease the Property, to execute the Lease Documents, and to perform its obligations under the Lease Documents; and

(c) The execution, delivery and performance of the Lease Documents by Lessee are within the corporate powers of Lessee and have been duly authorized by all necessary action by or on behalf of Lessee; and

(d) Each individual executing the Lease Documents has the requisite legal capacity to execute and be bound by (or cause the entity for which such individual is signing to be bound by) the agreements contained in such documents; and

(e) The Lease Documents have been duly and validly executed and delivered by Lessee in the form submitted to us; and

(f) Each of the parties to the Lease Documents other than Lessee has duly and validly executed and delivered each Lease Document to which such party is a signatory, and each Lease Document (and each provision of the Lease Documents which is not governed by and construed in accordance with the laws of the State of Georgia) are such party's legal, valid and binding obligations, enforceable against such party in accordance with their respective terms. Each Lease Document and each provision of the Lease Documents which is not governed by and construed in accordance with the laws of the State of Georgia are Lessee's legal, valid and binding obligations, enforceable against Lessee in accordance with their respective terms. If all or any provisions of the Lease Documents are determined to be governed by and required to be construed in accordance with the laws of the State of Florida, the Lease Documents or such provisions are legal, valid and enforceable against each of the parties thereto in accordance with their respective terms under Florida law; and

(g) Lessor is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Connecticut; Agent is a Georgia banking corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia; and the Lease Documents have been duly authorized and delivered by Lessor and Agent to the extent

ATLANTA 4161174.2

required and constitute the legal, valid, binding and enforceable obligations of Lessor and Agent, respectively; and each of Lessor and Agent has the requisite power and authority to perform its respective obligations under the Lease Documents; and each of Lessor and Agent has all requisite governmental certificates of authority, licenses, permits, consents, qualifications, and documentation to engage in the transaction covered by this opinion; and

(h) The Agent has acted and will act in good faith and without notice of any defense against enforcement of rights created by, or adverse claim to any property pledged as part of, the transaction contemplated by the Lease Documents. The Agent has complied with all laws applicable to it that affect the transaction; and

(i) The transaction complies with any test required by law of good faith or fairness. Each party will act in accordance with the terms and conditions of the Lease Documents; and

(j) No discretionary act of the Lessee or on its behalf will be taken after the date of the transaction if such act might result in a violation of law or breach or default under any agreement, decree, writ, judgment or court order. The Lessee will obtain all permits and governmental approvals and take all other actions which are both (i) relevant to performance of the Lease Documents and (ii) required in the future under applicable law; and

(k) Any documents to which the Lessee is a party or by which the Lessee is bound (other than the Lease Documents) will be enforced as written; and

(l) With respect to the transaction and the Lease Documents, there has been no mutual mistake of fact and there exists no fraud or duress; and

(m) Lessee has or would be deemed to have as of the date hereof, and at the time of the execution and delivery of the Lease Documents, valid title to, or an interest in, and the unrestricted right to convey, lease or encumber the Property; and

(n) Lessee has received, or prior to or concurrently with the execution and delivery of the Lease Documents will receive, the value and other consideration recited to be received by it in the Lease Documents; and

(o) In the event that any party to any of the Lease Documents seeks to maintain any action, suit or proceeding in the courts of the State of Georgia to enforce any provision of any of the Lease Documents, such person, if required at such time to hold a certificate of authority to transact business as a foreign corporation in the State of Georgia, will have obtained such a certificate prior to commencing such action, suit or proceeding; and

(p) The interest currently provided for in (or any other interest allowed or to be subsequently designated under the terms of) the Lease or the Lease Documents, together with all other charges in the nature of interest payable with respect to the transactions contemplated by the Lease Documents, will not at any time (whether due to prepayment, acceleration, lack of borrowing, or otherwise) exceed five percent (5%) per month as prohibited by O.C.G.A. Section 7-4-18 and that no such interest or charges constitute precomputed interest within the meaning of O.C.G.A. Section 7-4-2(b); and

(q) There is no payment of, or agreement for the payment of, interest on unpaid interest under the Lease Documents in violation of O.C.G.A. Section 7-4-17; and

(r) The parties to the Lease Documents and their successors and assigns will (i) act in good faith and in a commercially reasonable manner in the exercise of any rights or enforcement of any remedies under the Lease Documents; (ii) not engage in any conduct in the exercise of such rights or enforcement of such remedies that would constitute other than fair dealing; and (iii) comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Lease Documents; and

(s) The exercise of any rights or enforcement of any remedies under the Lease Documents would not be unconscionable, result in a breach of the peace or otherwise be contrary to public policy.

In rendering this opinion we have also assumed that: all documents submitted to us as originals are authentic; all signatures on documents submitted to us are genuine; all documents, including but not limited to certain of the Lease Documents, submitted to us as certified or conformed copies, photocopies or telecopies are identical to the original documents; the "black-lining" on drafts of Lease Documents received by us since the first draft we reviewed have accurately reflected all changes since the draft reviewed; the Lease Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder; and that all certificates, and all telegraphic and telephonic confirmations, given by public officials or by third parties referred to herein have been properly given and are accurate. We have also assumed that the terms and conditions of the Lease as reflected in the Lease Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Lease Documents. All references herein to the Lease Documents (or other documents identified herein) shall be deemed to refer only to the body of such documents exclusive of other documents referred to or incorporated by reference therein.

We call your attention to the fact, and all parties are aware that, Lessee is not and has never been the owner of record of any interest in the Property other than under the Lease, and you have

asked us to render an opinion on the assumption that the Lease would be deemed to constitute a conveyance of fee simple title to the Property to Lessee, and a conveyance of security title and a security interest in the Property from Lessee to Lessor to secure an obligation in excess of \$250,000.00. We render no opinion herein as to whether the lease would be so interpreted, or as to whether title to the Property would be deemed to be in Lessor or Lessee, or with respect to the effect of the determination of such title matters on the enforceability of the Lease Documents or any of the other matters addressed herein.

All assumptions stated in this letter are made with your permission and without investigation, computation or other action on our part to confirm the validity of any such assumptions. To the extent that any of such assumptions are not true, the same are made hypothetically to permit the rendering of this opinion.

We have not made or undertaken to make any investigation of the state of title to the Property, and we express no opinion with respect to the title of the Property or with respect to the existence or perfection (or continuation of perfection) of any security title, lien, security interest, encumbrance, usufruct or leasehold interest purported to be created by the Lease or any other Lease Document. In addition, we express no opinion as to the priority of any security title, lien, security interest, encumbrance, usufruct or leasehold interest purported to be created by the Lease or any other Lease Document.

Based on the foregoing and subject to the assumptions, limitation, qualifications and exceptions set forth herein, we are of the opinion that:

1. Each of the Lease Documents, insofar as it is governed by and construed in accordance with the laws of the State of Georgia, is a legal, valid and binding obligation of Lessee, enforceable by Lessor against Lessee in accordance with its terms, except that: (a) the enforceability of the Lease Documents is subject to the effect of bankruptcy, insolvency, reorganization, arrangement and moratorium laws and other laws from time to time in effect relating to or affecting generally the enforcement of creditors' and lessor's rights and remedies (including, without limitation, the effect of the Federal Bankruptcy Code in its entirety, including matters of contract rejection, fraudulent conveyance and obligation, turn-over, preference, equitable subordination, automatic stay, conversion of a non-recourse obligation into a recourse obligation, substantive consolidation and proofs of claim, and state laws regarding fraudulent transfers, obligations and conveyances, including O.C.G.A. Section 18-2-20, et seq., and state receivership laws); (b) the enforceability of the Lease Documents is subject to the effect of the exercise of customary principles, judicial decisions, and laws governing, limiting or affecting equitable remedies or relief generally (including, without limitation, matters of public policy) whether considered in a proceeding at law or in equity (including, without limitation, principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies, principles affording traditional

equitable defenses [e.g., waiver, laches and estoppel], good faith and fair dealing, reasonableness, materiality of breach, impracticability or impossibility of performance, the effect of obstruction, failure to perform or otherwise to act in accordance with an agreement by any person other than Lessee, the effect of Section 1-102(3) of the Uniform Commercial Code, and unconscionability); (c) certain remedies, waivers, and other provisions of the Lease Documents may not be enforceable under applicable laws and judicial decisions (in addition to those referred to in subparagraphs (a) and (b) immediately above) and certain equitable or specific remedies may be unavailable under such laws and decisions; however, it is our opinion that such laws and decisions (other than those referred to in subparagraphs (a) and (b) immediately above) do not make the remedies and procedures which will be afforded to the holder of the Lease Documents inadequate for the realization of the substantive benefits intended to be provided by the Lease Documents to the holder thereof, except for the economic consequences, if any, resulting from any delay caused by such applicable laws and judicial decisions and so long as such remedies and procedures are exercised in compliance with applicable laws and judicial decisions of the State of Georgia relating to the exercise of such remedies and procedures.

2. Assuming that the principal amount actually disbursed to Lessee or which would be deemed to have been actually disbursed to Lessee for usury purposes exceeds \$250,000.00, none of the payments of interest provided for in the Lease Documents violates the usury laws of the State of Georgia.

3. The execution and delivery of the Lease Documents by Lessee and the performance by Lessee of its obligations thereunder, do not conflict with or result in a violation of any law, rule or regulation of the State of Georgia or the United States of America to which Lessee or its assets are subject which a lawyer using customary due diligence would reasonably recognize as applicable to the execution and delivery of the Lease Documents or the performance by Lessee of its obligations thereunder. For purposes of this opinion, "law, rule or regulation" includes only those laws, rules or regulations which either prohibit performance by Lessee under the Lease Documents or subject Lessee to a fine, penalty or other similar sanction.

This opinion is based upon and subject to the qualifications, limitations and exceptions set forth below:

A. Without limiting the generality of, or implying any other limitation of, any other assumption, qualification, limitation or exception set forth in this opinion letter, our opinion set forth herein is subject to each of the following exceptions:

(i) The effect and possible unenforceability of contractual provisions providing for choice of governing law; or

(ii) The possible unenforceability of provisions purporting to waive certain rights of guarantors or indemnitors (whether expressed as waivers, consents or otherwise); or

(iii) The possible unenforceability of provisions requiring indemnification for, or providing exculpation, release or exemption from liability for, action or inaction, to the extent such action or inaction involves negligence or willful misconduct of the person or entity indemnified (or of any agent, contractor, employee, representative, partner, officer, director or shareholder of such person or entity) or to the extent otherwise contrary to public policy; or

(iv) The possible unenforceability of provisions purporting to require arbitration of disputes; or

(v) The possible unenforceability of provisions prohibiting competition, the solicitation or acceptance of customers, of business relationships or of employees, the use or disclosure of information, or other activities in restraint of trade; or

(vi) The possible unenforceability of provisions imposing increased interest rates or late payment charges upon delinquency in payment or default or providing for liquidated damages, or for premiums on prepayment, acceleration, redemption, cancellation, or termination, to the extent any such provisions are deemed to be penalties or forfeitures; or

(vii) The possible unenforceability of waivers or advance consents that have the effect of waiving statutes of limitation, marshaling of assets or similar requirements, or as to the jurisdiction of courts, the venue of actions, the right to jury trial, defenses or rights of subrogation, or, in certain cases, notice; or

(viii) The possible unenforceability of provisions that waivers or consents by a party may not be given effect unless in writing or in compliance with particular requirements or that a person's course of dealing, course of performance, or the like or failure or delay in taking actions may not constitute a waiver of related rights or provisions or that one or more waivers may not under certain circumstances constitute a waiver of other matters of the same kind; or

(ix) The effect of course of dealing, course of performance, or the like, that would modify the terms of an agreement or the respective rights or obligations of the parties under an agreement; or

(x) The possible unenforceability of provisions that enumerated remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative; or

(xi) The effect of O.C.G.A. Section 13-1-11 on provisions relating to attorneys fees; or

(xii) The possible unenforceability of provisions that determinations by a party or a party's designee are conclusive; or

(xiii) The possible unenforceability of provisions permitting modifications of an agreement only in writing; or

(xiv) The possible unenforceability of provisions that the provisions of an agreement are severable; or

(xv) The effect of laws requiring mitigation of damages; or

(xvi) The possible unenforceability of provisions permitting the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform; or

(xvii) The effect of agreements as to rights of set off otherwise than in accordance with the applicable law; or

(xviii) The possible unenforceability of any provision contained in the Lease Documents purporting to allow the holder to accelerate the maturity of the indebtedness evidenced and secured thereby or the sums required to be paid thereunder without notice to Lessee: or

(xix) The possible unenforceability of any provision contained in the Lease Documents relating to the appointment of a receiver, or

(xx) The possible unenforceability of any provision contained in the Lease Documents purporting to provide to the holder of the Lease Documents (or any other party which is not the receiver of the Property), the right to the possession or control of cash, deposits, instruments or other property which relate to or constitute a portion of the Property after the appointment of a receiver; or

(xxi) We render no opinion with respect to the laws, ordinances, regulations or rules of any county, city or other political subdivision of the State of Georgia or any other

state of the United States of America; antitrust and unfair competition law; securities law; tax law; laws governing fiduciary obligations; pension and employee benefit law; fraudulent transfer law; environmental law; land use and subdivision law; bulk transfer law; patent, copyright, trademark and other intellectual property law; racketeering law; criminal statutes of general application; and labor law; or

(xxii) The effect of the rights of the United States under the Federal Tax Lien Act of 1966, as amended; or

(xxiii) The present or future value of any collateral; or

(xxiv) The possible unenforceability of any provision contained in the Lease Documents which purports to grant an absolute assignment of any leases, rents, income, issues, profits, revenues or any other Property, rather than a collateral assignment; or

(xxv) The possible unenforceability of any "usury savings provisions" contained in the Lease Documents; or

(xxvi) The possible unenforceability of any provision allowing another to act as attorney-in-fact for Lessee; or

(xxvii) The possible unenforceability of any provision requiring the Lessee to "perform as directed" with respect to any undertaking; or

(xxviii) The possible unenforceability of any provision allowing the conducting of more than one sale of any real or personal property affected by the Lease; or

(xxix) The possible unenforceability of the Lease Documents unless payment in full is made of all such fees, taxes (including, without limitation, any intangibles taxes and transfer taxes), charges and any statutory interest and penalty with respect thereto, as may be due and payable in connection with the Lease Documents or the transactions contemplated in the Lease Documents; or

(xxx) The possible unenforceability of any provision requiring payments by Lessee, imposing obligations upon Lessee, or allowing the maintaining of any action against Lessee, after a sale of any real property affected by the Lease under the power of sale or other remedies contained in the Lease without confirmation of such sale as required by Georgia law; or

(xxxvi) The possible unenforceability of any provision for, or depending upon a security title, security interest or lien upon any real or personal property described in the Lease continuing to exist under the Lease following a judicial foreclosure or sale under power of sale of any of the real or personal property described in the Lease; or

(xxxvii) The possible unenforceability of any provision of the Lease Documents that purports to survive notwithstanding the satisfaction, cancellation, discharge, release, foreclosure or assignment of the Lease Documents in light of *Coleman Road Associates, Ltd. v. Culpepper*, 448 S.E.2d 83 (Ga. App. 1994); or

(xxxviii) The possible unenforceability of any provision to the effect that actions of the holder shall not cause the holder to become a "mortgagee in possession" or impose upon the holder any duty with respect to the Property; or

(xxxix) The possible unenforceability of any provision for waiver of service of process or requiring any party to make a voluntary appearance in any action, suit or proceeding; or

(xl) The possible lack of assignability of portions of the Property or rights relating thereto, including, without limitation, the assignability of any licenses, permits, approvals, bonds, insurance or causes of action or rights under contracts, where any such portion of the Property is not assignable by reason of its nature, its terms or of laws, ordinances, rules, regulations or judicial or administrative decisions or otherwise; or

(xli) The possible unenforceability of the provisions of Section 13.1 (c) of the Lease, pursuant to which Lessor has the right to sell the Property upon any "Event of Default" (as defined therein); or

(xlii) If the transaction is characterized as a lease (in addition to the qualifications, limitations and exceptions set forth above):

(A) The effect of a termination of the Lease on the obligations of Lessee under the Lease and the other Lease Documents. Such termination may have the effect of releasing any and all obligations arising under the Lease and the other Lease Documents.

(B) The possible unenforceability of any right of the Lessor to accelerate the rent payable under the Lease Documents, or of any lease remedies, which purport to be governed by Florida law.

B. Our opinion as to the validity, enforceability and binding effect of any assignment of rents contained in the Lease Documents is further qualified by the effect of the order dated January 11, 1993, in the case styled In Re: Polo Club Apartments Associates Limited Partnership f/k/a Ashlev Creek Associates. Limited Partnership, United States Bankruptcy Court, Northern District of Atlanta Division, Chapter 7 Case No. A89-14227, in which the court stated that a "security deed grantee out of possession is not presently entitled to receive rents merely upon the occurrence or existence of a default. The grantor being in possession and receiving rents may not be disturbed in his right to the rents by the security deed grantee until he takes possession or takes other appropriate action to subject the land and rents to the debt. This means that affirmative action or positive steps must be taken by the security deed grantee before there is a present right to receive rents under such written rent assignment." As a result of this order, it is uncertain whether the holder of the Lease Documents has the right to take the rents from the Property pursuant to the Lease Documents prior to taking possession of such Property, and our opinion is limited and qualified accordingly.

C. With respect to the validity, enforceability and binding effect of the environmental indemnity and hold harmless agreements by Lessee included in the Lease Documents in favor of the holder thereof, we have relied upon a number of federal court decisions, although we note that some cases arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") support the proposition that such private indemnity agreements are not enforceable. In addition, we note that CERCLA and other environmental laws have sometimes been interpreted to impose independent liability on lenders in a manner that may under certain circumstances be beyond the scope of the Lease Documents.

D. We note that the Lease Documents contain provisions (including, without limitation, Section 2.4 of the Master Agreement and Article XI of the Lease) which purport to require the transactions contemplated in the Lease Documents to be characterized as a Lease Transaction for some purposes and as a loan transaction for some purposes, and purport to characterize the Lease as a mortgage, deed to secure debt or deed of trust. Without limitation of any other assumption, limitation, qualification or exception set forth herein, we render no opinion with respect to the effect or enforceability of any such provision, or with respect to the effect of the inclusion of such provision on other provisions of the Lease Documents which might otherwise be enforceable in the absence of such provisions. We render no opinion with respect to whether the transactions contemplated in the Lease Documents will be characterized as a lease or as a loan, or with respect to whether the Lease Documents will be characterized as a lease, mortgage, deed to secure debt, deed of trust or other security instrument. Further, if the transactions contemplated in the Lease Documents are characterized as a lease and the Lease Documents are themselves characterized as a lease, we render no opinion with respect to any provisions of the Lease Documents which would be applicable with respect to a loan transaction (including, without limitation, any provisions purporting to create a right of foreclosure or power of sale or any other remedies for the enforcement of any lien or security title in the property); and, if the transactions contemplated in the Lease

Documents are characterized as a loan, we render no opinion with respect to any provisions of the Lease Documents which would be applicable with respect to a lease transaction (including, without limitation, any of the lease remedies set forth in the Lease such as, but without limitation, any right to terminate the Lease or to relet the Property). Further, we render no opinion regarding the treatment for federal or state tax purposes of the transactions in the Lease Documents.

E. This opinion is based solely on the laws of the State of Georgia in force and effect on the date hereof, and, notwithstanding any statement is implication to the contrary, we express no opinion with regard to any matter which may be governed or purport to be governed, or otherwise affected, by the laws of any state or jurisdiction other than the State of Georgia. No opinion is given herein with respect to any property (including, without limitation, the Property) outside of the State of Georgia which may be the subject of or may be referenced in the Lease Documents, or with respect to the effect of the Lease Documents on or with respect to such property. Without limitation of the foregoing, no opinion is given herein with respect to the conveyance or creation of any lien or interest in or the exercise of remedies with respect to the Property.

Any and all opinions rendered by this firm in this opinion letter are limited to the matters expressly set forth in Paragraphs 1 through 3 hereinabove following the phrase "we are of the opinion that"; and no opinion is implied or to be inferred beyond the matters expressly so stated. This opinion is given as of the date hereof, and we expressly decline any undertaking to revise or update this opinion subsequent to the date hereof or to advise you of any matter arising subsequent to the date hereof, which would cause us to modify this opinion, in whole or in part. This opinion has been given solely for the benefit of the addressee hereof, and no other person or entity shall be entitled to rely hereon without the express written consent of this firm. This opinion is given solely with respect to the transaction referred to hereinabove and may not be relied upon by any person or entity except with respect to that particular transaction. In addition, without first obtaining the express written consent of this firm, the addressee hereof shall not provide this opinion letter, or any copy or extract hereof, to any other person or entity, including any governmental unit or agency, except that a copy may be provided to any regulatory agency or authority having jurisdiction over any of the addressees, upon request by such agency or authority, or as may be otherwise required by law.

Very truly yours,

LONG ALDRIDGE & NORMAN LLP

(LONG ALDRIDGE & NORMAN LLP)

EQUIFAX

EXHIBIT G-1  
(cont.)

December 30, 1999

Bruce S. Richards  
Corporate Vice President  
And General Counsel

SunTrust Bank, Atlanta  
P. O. Box 4418, MC 127  
Atlanta, Georgia 30302-4418

Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
(404) 865-8833  
FAX (404) 865-5112

Prefco VI Limited Partnership  
c/o Sun Trust Capital Markets, Inc.  
303 Peachtree Street, 24th Floor  
Atlanta, Georgia 30308

Long Aldridge & Norman LLP  
303 Peachtree Street, Suite 5300  
Atlanta, Georgia 30308

RE: EQUIFAX INC. LEASE TRANSACTION

Ladies and Gentlemen:

I am Corporate Vice President and General Counsel of Equifax Inc., a Georgia corporation ("Lessee"), and I am rendering this opinion to you at the request of Lessee.

1. In connection with this opinion, I have examined, or caused other in-house counsel licensed by the State Bar of Georgia to examine, copies of each of the following documents:

(1) Master Agreement, dated as of December 30, 1999 (the "Master Agreement"), among Lessee, Prefco VI Limited Partnership ("Lessor"), and SunTrust Bank, Atlanta ("Agent");

(2) Lease Agreement, dated as of December 30, 1999 by and between Lessor and Lessee;

(3) Consent and Agreement of Lessee to Assignment of Leases and Rents by the Lessor;

(4) UCC Financing Statements to be filed in the States of Georgia and Florida; and

(5) Operative Guaranty dated December 30, 1999 (the "Guaranty"), from Lessee in favor of Lessor and Agent.

The documents listed in subparagraphs (1) through (5) above are sometimes collectively referred to in this letter as the "Lease Documents."

2. Acting as such counsel, I have examined, or caused to be examined, the Lease Documents and those other documents and matters of law that we have deemed necessary in order to express the opinions set forth below. All references to the Lease Documents shall be deemed to refer only to the body of those instruments, exclusive of other instruments referred to or incorporated by reference in the Lease Documents. In all such examinations, I have assumed with your permission and without any investigation whatsoever: that the Lease Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated in the Lease Documents, and the rights and obligations of the parties under the Lease Documents; that the terms and conditions of the Lease Documents have not been modified, amended or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Lease Documents; that all documents submitted to us as originals are authentic; that all signatures on documents (other than the signatures-of-the Lessee on the Lease Documents) submitted to us are genuine; that all copies of documents submitted to us as certified or conformed copies, photocopies or telecopies are identical to the originals; and that all certificates, and all telegraphic and telephonic confirmations, given by public officials or by third parties referred to in this letter have been properly given and are accurate.

3. Based on the actions and assumptions set forth above, and in reliance on these actions and assumptions, and subject to the assumptions, limitations, qualifications, and exceptions set forth in this letter, I am of the opinion that:

(1) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia; and

(2) The execution, delivery and performance of the Lease Documents by Lessee are within the corporate power of Lessee. Lessee has duly authorized the execution and delivery of the Lease Documents, and Michael Schirk and William F. Gastel are authorized to execute and deliver the Lease Documents on behalf of Lessee; and

(3) The Lease Documents have been duly and validly executed and delivered by Lessee.

4. This opinion is based solely on the laws of the State of Georgia in force and effect on the date of this letter, and I express no opinion with regard to any matter that may be governed or purport to be governed by the laws of any state or jurisdiction other than the State of Georgia.

5. Any and all opinions rendered by me in this letter are limited to the matters expressly set forth as my "opinion" in subparagraphs (1) through (3) of Paragraph 3 above, and no opinion is implied or to be inferred beyond those matters. This opinion is given as of the date indicated at the top of the first page of this letter, and I expressly decline any undertaking to revise or update this opinion subsequent to that date, or to advise you of any matter arising after that date that would cause me to modify this opinion in whole or in part. This opinion has been given solely for the benefit of the addressees of this letter, and no other person or entity shall be entitled to rely on this opinion without my express written consent. In addition, without first obtaining my express written consent, the addressees shall not provide this opinion letter, or any copy or extract of this letter, to any other person or entity, including any governmental unit or agency, except that a copy may be provided to any regulatory agency or authority having jurisdiction over any of the addressees, upon request by that regulatory agency or authority, or as may be otherwise required by law.

Very truly yours,

/s/ Bruce S. Richards  
Bruce S. Richards  
Corporate Vice President  
and General Counsel

FORM OF OPINION OF LOCAL COUNSEL FOR LESSEE

\_\_\_\_\_, 199\_

To the Lessor, the Agent and the  
Lender as defined in the Master  
Agreement hereinafter referred to

Re: Equifax Inc. Lease Transaction

Ladies and Gentlemen:

We have acted as special Florida counsel to Equifax Inc., a Georgia corporation (the "Lessee"), in connection with the transactions contemplated by the Master Agreement. We have examined and are familiar with originals of or copies identified to our satisfaction of (i) the Master Agreement, dated as of \_\_\_\_\_, 1999 (as heretofore amended, the "Master Agreement"), among Equifax Inc. ("Equifax"), Prefco VI Limited Partnership, as Lessor, the financial institutions party thereto, as Lenders and SunTrust Bank, Atlanta, as Agent; and (ii) the other Operative Documents listed on Schedule A hereto (together with the Master Agreement, the "Subject Documents"). In addition, we have examined and are familiar with such legal matters as we have deemed necessary for the purpose of rendering this opinion. Capitalized terms used in this opinion and not otherwise defined herein shall have the respective meanings specified in Appendix A to the Master Agreement. This opinion is being furnished to you at the request of the Lessee pursuant to Section 3.1(a)(xi) of the Master Agreement, in connection with the Closing Date related to the Leased Property covered by the Subject Documents.

In rendering this opinion we have assumed: (a) the genuineness of the signatures on all documents and instruments and the authenticity of all documents submitted as originals, and the conformity to originals of all documents submitted as photostatic or certified copies; (b) that each of the parties to the Subject Documents has all the legal capacity, power and authority required for it to enter into the Subject Documents to which it is a party, and to perform its respective obligations thereunder; (c) that all such matters have received any corporate

or other authorization required by any applicable charter, by-law, law or regulation; (d) the due execution and delivery of the Subject Documents by each of the parties thereto; and (e) that there are no agreements between any parties that would alter the agreements set forth in the Subject Documents. To the extent that the assumptions in clauses (b) and (c) relate to any laws or regulations, such assumptions relate only to those laws and regulations as to which we are not opining herein.

Based upon the foregoing, we are of the opinion that:

1. The Lessee is duly qualified as a foreign corporation authorized to do business in, and is in good standing in, the State of Florida (the "State").

2. Neither the Agent nor any of the Lenders is required under the laws of the State to qualify as a foreign corporation, foreign trust company or otherwise in the State, or to file any designation for service of process in the State, solely as a result of its execution, delivery and performance of the Subject Documents to which it is a party.

3. Each of the Mortgage, the Lease and the Assignment of Leases and Rents constitutes the legal, valid and binding obligation of the parties thereto enforceable against each such party in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and by general equitable principles.

4. The Lease is in form sufficient under the laws of the State to demise to the Lessee a valid leasehold interest in the Leased Property. The Lease, when recorded with the Recording Office, will have been filed or recorded in all public offices in the State in which such filing or recording is necessary to provide constructive notice of the Lease on the Leased Property to third persons and to establish of record the interest of the Lessor thereunder.

5. If the transactions as provided for in the Lease are characterized as a loan: (a) the Lease is in form sufficient under the laws of the State to create a valid lien or security interest in favor of the Lessor in the Leased Property described therein, and when recorded with \_\_\_\_\_ (the "Recording Office"), will have been filed or recorded in all public offices in the State in which such filing or recording is necessary to perfect the interest of the Lessor thereunder to the extent that such Leased Property constitutes real estate. The Lease provides the Lessor with all remedies customarily obtained by lenders in the State in connection with the type of loan and security provided thereby. The foreclosure of the Lease would not

restrict, affect or impair the Lessee's liability with respect to the obligations secured thereby or the Lessor's rights or remedies with respect to the foreclosure or enforcement of any other security interests or liens securing such obligations to the extent any deficiency remains unpaid after application of the proceeds of the foreclosure.

6. The Mortgage and the Assignment of Lease and Rents are in form sufficient under the laws of the State to create valid liens or security interests in favor of the Agent in the collateral described therein, and when recorded with the Recording Office, will have been filed or recorded in all public offices in the State in which such filing or recording is necessary to perfect the interest of the Agent thereunder to the extent that such collateral constitutes real estate. The Mortgage and the Assignment of Lease and Rents provide the Agent with all remedies customarily obtained by lenders in the State in connection with the type of loan and security provided for by the Loan Agreement. The foreclosure of the Mortgage would not restrict, affect or impair the Lessor's liability with respect to the obligations secured thereby or the Lender's rights or remedies with respect to the foreclosure or enforcement of any other security interests or liens securing such obligations to the extent any deficiency remains unpaid after application of the proceeds of the foreclosure.

7. The law (statutory or otherwise) of the State does not require a lienholder to make an election of remedies where such lienholder holds security interests and liens on both the real and the personal property of a debtor or to take recourse first or solely against or otherwise exhaust its remedies against its collateral before otherwise proceeding to enforce against such debtor the obligations of such debtor. Nothing in the laws of this State will hinder or prevent enforcement in the State of the obligations of the Lessee or the Guarantor under any of the Subject Documents to which it is, respectively, a party.

8. Under the laws of the State the priority of the Mortgage and the Lease (if the transactions provided for in the Lease are characterized as a loan), to the extent that such documents secure future advances and are a conveyance of or create a lien against a real property interest, is determined by the respective dates on which such documents are recorded.

9. The UCC Financing Statements which are to be recorded or filed within the State, are in form sufficient under the laws of the State for filing or recording, and when recorded with the Recorder's Office and the Florida Secretary of State will have been filed or recorded in all public offices in the State in which such filing or recording is necessary to perfect the interests of the Lessor and the Agent in the collateral described

therein to the extent the same can be perfected by filing or recording in the State.

10. Neither the execution and delivery of the Subject Documents, nor the fulfillment of or the compliance with the provisions thereof, by the Lessor, the Agent and the Lenders, results in a violation of, or contravenes any State statute, law, rule, code, ordinance or regulation to which the Lessors, the Agent or the Lender are subject.

11. No approval, consent, or withholding of objection on the part of, or filing or registration with, any governmental authority or regulatory body in the State is required for the due execution and delivery of the Subject Documents by the Lessor, the Agent or the Lenders, or the performance of the transactions by the Lessor, the Agent or the Lender as contemplated thereby.

12. Except for federal, state and local franchise, withholding and income taxes, no taxes, fees or other charges imposed by the State, \_\_\_\_\_ County or any other local governmental entity are payable by Lessor, the Agent or the Lender solely as a result of (i) the issuance of the Notes on the date hereof, (ii) the acquisition by the Lessor of the Leased Property, or (iii) (except for nominal filing or recording fees payable at the time of filing or recording) the execution, delivery, recordation or filing (where applicable) of the Subject Documents and all other instruments delivered in connection with the transactions contemplated thereby.

13. The provisions in the Subject Documents concerning interest, Yield, loan fees, late fees, prepayment premiums, default rate of interest and other charges, including the methods of calculation and payment thereof, are not usurious under, or otherwise violative of, the laws of the State.

14. Under the laws of the State and local jurisdictions therein, there is no statutory or regulatory lien in favor of any Governmental Authority for (a) liability under the State environmental laws or regulations, or (b) damages (including natural resource damages) arising from, or costs incurred by, such Governmental Authority in response to the release of Hazardous Material into the environment.

15. Under the laws of the State and local jurisdictions therein, there are no statutory or regulatory requirements relating to the transfer of ownership or operation, sale or foreclosure of the Leased Property which require notification of the State or the local jurisdiction of such transfer, sale or foreclosure, certification that there has been no discharge of Hazardous Material or other substances, or, in the event of a discharge, responsibility of the Lessor, the Agent or the Lender,

as appropriate, for the undertaking of remedial measures to alleviate environmental contamination resulting from such discharge.

We are members of the Bar of the State. The opinions expressed herein are limited exclusively to the laws of the State and the rules and regulations, if any, under each of said laws. Certain of the Subject Documents purport to be governed by laws of states other than the State. With your permission, we have assumed for the purposes of this opinion (contrary to the express provisions thereof) that such agreements would be governed by and construed and interpreted in accordance with the laws of the State.

Very truly yours,

PAYMENT DATE NOTICE

PREFCO VI Limited Partnership  
c/o Atlantic Financial Group, Ltd.  
2311 Cedar Springs Road, Suite 150  
Dallas, Texas 75201  
Attn: Stephen Brookshire

SunTrust Bank, Atlanta  
25 Park Place  
Mail Code 127  
Atlanta, Georgia 30303  
Attention: Center 127/  
Atlanta Corporate Banking

EQUIFAX INC.

Gentlemen and Ladies:

This Payment Date Notice is delivered to you pursuant to Section 2.3(c) of the Master Agreement (Florida Property), dated as of December 30, 1999 (together with all amendments, if any, from time to time made thereto, the "Master Agreement"), among Equifax Inc., a Georgia corporation (the "Lessee"), PREFCO VI Limited Partnership, as Lessor, Atlantic Financial Group, Ltd. and SunTrust Bank, Atlanta, as Agent and Lender. Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in the Master Agreement.

The Lessee hereby requests that on \_\_\_\_\_, 19/20\_\_,

(1) \$\_\_\_\_\_ of the presently outstanding Funded Amounts originally made on \_\_\_\_\_, 19\_\_ [and \$\_\_\_\_\_ of the presently outstanding Funded Amounts originally made on \_\_\_\_\_, 19\_\_], and all presently being maintained as LIBOR Advances,

(2) be continued as,

(3) LIBOR Advances having a Rent Period of \_\_\_\_\_ months.

The Lessee hereby certifies and warrants that no Potential Event of Default or Event of Default has occurred and is continuing.

The Lessee has caused this Payment Date Notice to be executed and delivered, and the certification and warranty contained herein to be made, by its authorized officer this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

EQUIFAX INC.

By -----

Name Printed: -----

Title: -----

EXHIBIT J  
TO MASTER AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

[As of the commencement date of the Master Agreement,  
the form was not prepared per agreement among the parties.]

SCHEDULE 1.1

LEASED PROPERTY

Lot 1, Block 1, ROOSEVELT CENTRE SECOND REPLAT, according to map or plat thereof recorded in Plat Book 107, page 73, of the public records of Pinellas County, Florida.

SCHEDULE 2.2

PAYMENT INSTRUCTIONS AND  
AMOUNT OF EACH FUNDING PARTY'S COMMITMENT

Lessor Commitment Percentage:	3.5%
Lender Commitment Percentage:	96.5%
Lessor Commitment:	\$ 811,125.00
Lender Commitment:	\$22,363,875.00

SCHEDULE 4.100

COMPLIANCE WITH ERISA

None

## SCHEDULE 4.1(h)

## SUBSIDIARIES

Registrant -- Equifax Inc. (a Georgia corporation).

The Registrant owns, directly or indirectly, 100% of the stock of the following subsidiaries as of March 20, 2000 (all of which are included in the consolidated financial statements):

Name of Subsidiary -----	State or Country of Incorporation -----
Acrofax Inc. (1)	Canada
CBI Ventures, Inc. (1)	Georgia
CCI Group, Plc (10)	England
CCI Trace and Investigation Services Ltd. (11)	England
Computer Ventures, Inc. (1)	Delaware
Credence, Inc.	Georgia
Credit Consultants International Ltd. (11)	England
Credit Link (U.K.) Ltd. (11)	England
Credit Northwest Corporation (1)	Washington
Credit Union Card Services, Inc. (8)	Wisconsin
Equifax Accounts Receivable Services, Inc. (owned by Trust)	Canada
Equifax Asia Pacific Holdings, Inc.	Georgia
Equifax Australia Plc (14)	England
Equifax Canada (AFX) Inc. (8)	Canada
Equifax Canada Inc. (8)	Canada
Equifax Card Services, Inc. (4)	Florida
Equifax Card Services (Madison), Inc. (8)	Wisconsin
Equifax Card Solutions (18)	France
Equifax (Caymen Islands) Ltds. (18)	Caymen Islands
Equifax Check Services, Inc. (8)	Delaware

Equifax Consumer Services, Inc.	Georgia
Equifax Credit Information Services, Inc.	Georgia
Equifax Decision Systems, B.V.	The Netherlands
Equifax de Mexico Sociedad de Informacion Crediticia, S.A. (8) (9)	Mexico
Equifax de Brasil Ltda. (18)	Brazil
Equifax E-Banking Solutions, Inc. (4)	Georgia
Equifax Europe Inc.	Georgia
Equifax Finance (1), Inc.	Georgia
Equifax Finance (2), Inc.	Georgia
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax Information Technology, Inc. (1)	Georgia
Equifax Investments (Mexico) Inc.	Georgia
Equifax Investments (U.S.), Inc.	Georgia
Equifax Knowledge Engineering, Inc.	Arizona
Equifax Ltd. (14)	New Zealand
Equifax Luxembourg S.A. (8)	Luxembourg
Equifax Luxembourg (No. 2) S.A.	Luxembourg
Equifax Mauritius Private Ltd. (7)	Philippines
Equifax Payment Services, Inc.	Delaware
Equifax Plc (18)	England
Equifax Pty Ltd. (18)	Australia
Equifax Properties, Inc.	Georgia
Equifax-Rochester, Inc. (1)	New York
Equifax Secure, Inc.	Georgia
Equifax Secure U.K. Ltd. (28)	United Kingdom
Equifax SNC (16)	France
Equifax South America, Inc.	Georgia
Equifax U.K. Finance Ltd. (21)	England
Equifax U.K. Finance (No. 2) (20)	England

Equifax Ventures, Inc.	Georgia
Financial Institution Benefit Association, Inc. (4)	District of Columbia
Financial Insurance Marketing Group, Inc. (4)	District of Columbia
First Bankcard Systems, Inc. (4)	Georgia
Global Scan Ltd. (17)	United Kingdom
Global Scan (USA) Inc. (22)	Delaware
High Integrity Systems, Inc. (4)	California
Infolink Ltd. (14)	England
Light Signatures, Inc. (4)	Chile
Messagegram Ltd. (11)	Chile
Procard (24)	Mississippi
Propago (24)	Canada
Stewardship, Inc. (1)	Ireland
Talecredit Canada, Inc. (2)	Ireland
The Equifax Database Company Ltd. (12)	England
The Infocheck Group Ltd. (14)	England
Transax France Plc (14)	England
Ultimate Business Services Plc (14)	England
Ultimate Media Concepts Ltd. (11)	England
Viv Ltd. (14)	England

- (1) Subsidiary of Equifax Credit Information Services, Inc.
- (2) Subsidiary of Equifax Canada Inc.
- (3) Subsidiary of Acrofax Inc.
- (4) Subsidiary of Equifax Payment Services, Inc.
- (5) Subsidiary of Equifax Card Services, Inc.
- (6) Subsidiary of Equifax Card Services (Madison), Inc.
- (7) Subsidiary of Equifax Asia Pacific Holdings, Inc.
- (8) Subsidiary of Equifax Holdings (Mexico) Inc.
- (9) Subsidiary of Equifax Investments (Mexico) Inc.

- (10) Subsidiary of Ultimate Business Services Plc
- (11) Subsidiary of CCI Group Plc
- (12) Subsidiary of Equifax Europe Inc.
- (13) Subsidiary of the Equifax Database Company
- (14) Subsidiary of Equifax Plc
- (15) Subsidiary of Equifax Australia Plc
- (16) Subsidiary of Transax France Plc
- (17) Subsidiary of The Infocheck Group Ltd.
- (18) Subsidiary of Equifax South America, Inc.
- (19) Subsidiary of Equifax de Brasil Holdings, Ltda.
- (20) Subsidiary of Equifax Luxembourg (No. 2) S.A.
- (21) Subsidiary of Equifax Luxembourg S.A.
- (22) Subsidiary of Global Scan Ltd.
- (23) Subsidiary of Equifax Secure, Inc.
- (24) Subsidiary of Equifax de Chile, S.A.

Registrant's subsidiary Equifax Asia Pacific Holdings, Inc. owns 100% of the stock of Equifax Mauritius Private Ltd. which owns 50% of the stock of Equifax Venture Infotek Ltd. (India).

Registrant's subsidiary Equifax Europe Inc. owns 49% of the stock of Precision Marketing Information Ltd. (Ireland) and 58% of the stock of Equifax Iberica, S.A. (Spain). Equifax Iberica S.A., owns 95% of the stock of ASNEF-Equifax Servicios de Informacion de Credito, S.L. (Spain); 100% of the stock of Dicodi, S.A. (Spain); 100% of the stock of Informacion Tecnica Del Credito S.L. (Spain); 100% of the stock of Via Ejecutiva S.A. (Spain); and owns 50% of the stock of Credinformacoes, Informacoes de Credito, LDA (Portugal), along with Equifax Decision Systems, B.V., wholly-owned subsidiary of Equifax Inc., which owns 25%.

Registrant's subsidiary Equifax South America, Inc. owns 66% of the stock of Organizacion Veraz S.A. (Argentina) and 99% of the stock of Equifax de Chile, S.A. (Chile). Equifax de Chile, S.A. owns 100% of the stock of Dicom, S.A. (Chile) which owns 100% of the stock of Cobranza Integral S.A. (Chile); 51% of the stock of Dicom CentroAmerica (El Salvador); 51% of the stock of InfoCorp S.A. (Peru); and 100% of the stock of Equifax Peru Srl. Registrant's subsidiary Equifax de Brasil Ltda. owns 80% of the stock of Equifax de Brasil Ltda. (SCI); 59.336% of the stock of Unnisa - Solucoes ern Maiores de Pagamento Ltda. (Brazil); and 51% of the stock of Partech Ltda.

Registrant's subsidiary Equifax Plc owns 51% of the stock of Equifax Card Solutions Ltd. (England).

Schedule 4.1(n)

Environmental Matters

No properties have been identified on any current or proposed National Priorities List under 40 C.F.R. Section 300, CERCLIS list, or any list arising from state statutes similar to CERCLA.

Two buried diesel tanks are located at the Equifax Payment Services site in Tampa, Florida. These tanks have been inspected by the EPA and found not to be in violation of EPA laws.

Each of Lessees and each of the Subsidiaries have procured all Environmental Authorizations necessary for the conduct of the business, and is in compliance with all Environmental Requirements in connection with the operation of the Properties and each of Lessees and each of the Consolidated Subsidiary's respective businesses, except in such instances where such failure of compliance would not have a Material Adverse Effect.

Any particular matter disclosed in the environmental reports delivered by or on behalf of Lessee in connection with this Master Agreement or any Operative Documents.

Schedule 4.1(o)

Capital Stock

None.

SCHEDULE 5.12

HAZARDOUS MATERIALS

None

Schedule 5.18

Liens existing on the date of this Agreement are as follows:

1. Liens constituting capitalized computer equipment leases of The Infocheck Group Limited, as debtor, securing pounds sterling (pound)27,733 British pounds sterling.
2. Liens constituting capitalized telephone and computer equipment leases of Equifax Plc, as debtor, securing (pound)483,846 British pounds sterling.

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LOAN AGREEMENT

Dated as of December 30, 1999

among

PREFCO VI LIMITED PARTNERSHIP,  
as Lessor and Borrower,

the financial institutions party hereto,

as Lenders

and

SUNTRUST BANK, ATLANTA,  
as Agent

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(Equifax Inc. Florida Property)

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APPENDIX A Definitions and Interpretation

EXHIBITS

- EXHIBIT A-1 Form of A Note
- EXHIBIT A-2 Form of B Note

THIS LOAN AGREEMENT (as it may be amended or modified from time to time in accordance with the provisions hereof, this "Loan Agreement") dated as of December 30, 1999 is between PREFCO VI LIMITED PARTNERSHIP, a Connecticut general partnership, as Lessor and Borrower (the "Lessor"); SUNTRUST BANK, ATLANTA and the other financial institutions which may from time to time become party hereto as lenders (the "Lenders") and SUNTRUST BANK, ATLANTA, a Georgia banking corporation as agent for the Lenders (the "Agent").

#### PRELIMINARY STATEMENT

In accordance with the terms and provisions of the Master Agreement, the Lease, this Loan Agreement and the other Operative Documents, (i) the Lessor contemplates owning and leasing the Leased Property to the Lessee, (ii) the Lessor wishes to obtain, and the Lenders are willing to provide, financing to the Lessor, which financing will be secured by the Leased Property, and (iv) the Lessee is willing to provide its Operative Guaranty to the Agent and the Funding Parties.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1 DEFINITIONS; INTERPRETATION

Unless the context shall otherwise require, capitalized terms used and not defined herein shall have the meanings assigned thereto in Appendix A hereto for all purposes hereof; and the rules of interpretation set forth in Appendix A hereto shall apply to this Loan Agreement.

#### SECTION 2 AMOUNT AND TERMS OF COMMITMENTS; REPAYMENT AND PREPAYMENT OF LOANS

SECTION 2.1 Commitment. Subject to the terms and conditions hereof and of the Master Agreement, each Lender agrees to make term loans to the Lessor ("Loans") on the Closing Date, in the amounts required under Section 2.2 of the Master Agreement. Each such Loan shall consist of an A Loan in the amount of such Lender's Commitment Percentage of the A Percentage of the aggregate amount to be funded by the Funding Parties on such date and a B Loan in the amount of such Lender's Commitment Percentage of the B Percentage of the aggregate amount to be funded by the Funding Parties on such date.

SECTION 2.2 Notes. The A Loans made by each Lender to the Lessor shall be evidenced by a note of the Lessor (an "A Note"), substantially in the form of Exhibit A-1 with appropriate insertions, and the B Loans made by each Lender to the Lessor

shall be evidenced by a note of the Lessor (a "B Note") substantially in the form of Exhibit A-2 with appropriate insertions, each duly executed by the Lessor and payable to the order of such Lender and in a principal amount equal to such Lender's Commitment Percentage of the A Percentage of the aggregate Commitments of the Funding Parties and the B Percentage of the aggregate Commitments of the Funding Parties, respectively (or, if less, the aggregate unpaid principal amount of all A Loans or B Loans, as the case may be, made by such Lender to the Lessor). The Notes shall be dated the Closing Date and delivered to the Agent in accordance with Section 3.1 of the Master Agreement. Each Lender is hereby authorized to record the date and amount of each Loan made by such Lender to the Lessor on the Notes, but the failure by such Lender to so record such Loan shall not affect or impair any obligations with respect thereto. Each Note shall (i) be stated to mature no later than the Lease Termination Date and (ii) bear interest on the unpaid principal amount thereof from time to time outstanding at the applicable interest rate per annum determined as provided in, and payable as specified in, Section 2.4. Upon the occurrence of an Event of Default under clause (g) of Article XII of the Lease, or upon Acceleration as described in Section 4.3(b) hereof, each Note shall automatically become due and payable in full.

SECTION 2.3 Scheduled Principal Repayment. On the Lease Termination Date, the Lessor shall pay the aggregate unpaid principal amount of all Loans as of such date.

SECTION 2.4 Interest. (a) Each Loan shall bear interest during the initial Rent Period ending January 14, 2000 at a rate per annum equal to the sum of the Adjusted London Interbank Offered Rate for 30-day periods plus 0.475% computed using the actual number of days elapsed and a 360 day year and each subsequent Rent Period at a rate per annum equal to the sum of the Adjusted London Interbank Offered Rate for such Rent Period plus 0.475%, computed using the actual number of days elapsed and a 360 day year.

(b) If all or a portion of the principal amount of or interest on the Loans shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall, without limiting the rights of the Lenders under Section 5, bear interest at the Overdue Rate, in each case from the date of nonpayment until paid in full (as well after as before judgment).

(c) Following the date each Loan is made, interest on such Loan shall be payable in arrears on each Payment Date with respect thereto.

SECTION 2.5 Prepayment. Except in conjunction with a payment by the Lessee of the Lease Balance pursuant to the terms of the Lease, the Lessor shall have no right to prepay the Loans.

SECTION 3 RECEIPT, DISTRIBUTION AND APPLICATION OF CERTAIN PAYMENTS IN RESPECT OF LEASE AND LEASED PROPERTY

SECTION 3.1 Distribution and Application of Rent Payments.

(a) Basic Rent. Each payment of Basic Rent (and any payment of interest on overdue installments of Basic Rent) received by the Agent shall be distributed first, pro rata to the Lenders to be applied to the amounts of accrued and unpaid interest (including overdue interest) on the Loans and second, to the Lessor to be applied to accrued and unpaid Yield (including overdue Yield) on the Lessor's Invested Amounts.

(b) Supplemental Rent. Each payment of Supplemental Rent received by the Agent shall be paid to or upon the order of the Person owed the same.

SECTION 3.2 Distribution and Application of Purchase Payment. The payment by the Lessee of:

(a) the purchase price for a consummated sale of the Leased Property received by the Agent in connection with the Lessee's exercise of the Purchase Option under Section 14.1 of the Lease, or

(b) the Lessee's compliance with its obligation to purchase the Leased Property in accordance with Section 14.2 or 14.3 of the Lease, or

(c) the payment by the Lessee to Agent of the Lease Balance in accordance with Section 10.1 or Section 10.2 of the Lease, shall be distributed by Agent as promptly as possible first, to the Lenders, pro rata in accordance with, and for application to, their respective Funding Party Balances and second, to the Lessor for application to its Funding Party Balance.

SECTION 3.3 Distribution and Application to Funding Party Balances of Lessee Payment of Recourse Deficiency Amount Upon Exercise of Remarketing Option. The payment by the Lessee of the Recourse Deficiency Amounts to the Agent on the Lease Termination Date in accordance with Section 14.6 or 14.7 of the Lease upon the Lessee's exercise of the Remarketing Option, shall be applied by the Agent to the accrued and unpaid interest on, and the outstanding principal of, the A Loans.

SECTION 3.4 Distribution and Application to Funding Party Balance of Remarketing Proceeds of Leased Property. Any payments received by the Lessor as proceeds from the sale of the Leased Property sold pursuant to the Lessee's exercise of the Remarketing Option pursuant to Section 14.6 or 14.7 of the Lease, shall be distributed by the Lessor as promptly as possible in the following order of priority:

first, to the Lenders pro rata for application to their remaining Funding Party Balances, an amount equal to their Funding Party Balances; and

second, to the Lessor for application to its Funding Party Balance; and

third, (i) if sold by the Lessee pursuant to Section 14.6 of the Lease, to the Lessee, the excess, if any, and (ii) otherwise, to the Lessor.

SECTION 3.5 Distribution and Application of Payments Received When an Event of Default Exists or Has Ceased to Exist Following Rejection of a Lease.

(a) Proceeds of Leased Property. Any payments received by the Lessor or the Agent when an Event of Default exists (or has ceased to exist by reason of a rejection of the Lease in a proceeding with respect to the Lessee described in Article XII(k) of the Lease), as

(i) proceeds from the sale of the Leased Property sold pursuant to the exercise of the Lessor's remedies pursuant to Article XIII of the Lease, or

(ii) proceeds of any amounts from any insurer or any Governmental Authority in connection with an Event of Loss or an Event of Taking

shall if received by the Lessor be paid to the Agent as promptly as possible, and shall be distributed or applied in the following order of priority prior to the Release Date:

first, to the Agent for any amounts expended by it in connection with the Leased Property or the Operative Documents and not previously reimbursed to it;

second, to the Lenders pro rata for application to their Funding Party Balances, an amount equal to such Funding Party Balances;

third, to the Lessor for application to its Funding Party Balance; and

fourth, to the Lessee or the Person or Persons otherwise legally entitled thereto, the excess, if any; and

on and after such Release Date such amounts shall be paid over to the Lessor and shall be distributed by the Lessor, first to the Lessor for application to any amounts owed to it, and second to the Lessee or the Person or Persons otherwise legally entitled thereto, the excess, if any.

(b) Proceeds of Recoveries from Lessee and Guarantor. Any received by any Funding Party when an Event of Default exists (or has ceased to exist by reason of a rejection of the Lease in a proceeding with respect to the Lessee described in Article XII(k) of the Lease), from

(i) the Lessee as a payment in accordance with a Lease, or

(ii) the Guarantor as a payment in accordance with the Operative Guaranty, including, without limitation, any payment made by the Guarantor in satisfaction of the guaranty of payment of the Notes pursuant to the Operative Guaranty,

shall be paid to the Agent as promptly as possible, and shall then be distributed as applied by the Agent as promptly as possible in the order of priority set forth in paragraph (a) above.

SECTION 3.6 Distribution of Other Payments. All payments under Section 7.11 of the Master Agreement shall be made first, to the Lenders, pro rata, until their Funding Party Balances have been paid in full, and second, to the Lessor who shall be entitled to retain all such remaining amounts. Except as otherwise provided in this Section 3, any payment received by the Lessor which is to be paid to Agent pursuant hereto or for which provision as to the application thereof is made in an Operative Document but not elsewhere in this Section 3 shall, if received by the Lessor, be paid forthwith to the Agent and when received shall be distributed forthwith by the Agent to the Person and for the purpose for which such payment was made in accordance with the terms of such Operative Document.

SECTION 3.7 Timing of Agent Distributions. Payments received by the Agent in immediately available funds before 12:00 p.m. (noon), Atlanta, Georgia time, on any Business Day shall be distributed to the Funding Parties in accordance with and to the extent provided in this Section 3 on such Business Day. Payments received by the Agent in immediately available funds after 12:00 p.m. (noon), Atlanta, Georgia time shall be

distributed to the Funding Parties in accordance with and to the extent provided in this Section 3 on the next Business Day.

SECTION 4 THE LESSOR; EXERCISE OF REMEDIES UNDER THE LEASE AND OPERATIVE GUARANTY

SECTION 4.1 Covenant of Lessor. So long as any Loan remains outstanding and unpaid or any other amount is owing to any Lender with respect to its Funding Party Balances, subject to Section 4.2, the Lessor will promptly pay all amounts payable by it under this Loan Agreement and the Notes issued by it in accordance with the terms hereof and thereof and shall duly perform each of its obligations under this Loan Agreement and the Notes. The Lessor agrees to provide to the Agent a copy of each estoppel certificate that the Lessor proposes to deliver pursuant to Section 17.13 of the Lease at least five (5) days prior to such delivery and to make any corrections thereto reasonably requested by the Agent prior to such delivery. The Lessor shall keep the Leased Property free and clear of all Lessor Liens. The Lessor shall not reject any sale of the Leased Property pursuant to Section 14.6 of the Lease unless all of the Loans have been paid in full or the Lenders consent to such rejection. In the event that the Lenders reject any sale of the Leased Property pursuant to Section 14.6 of the Lease, the Lessor agrees to take such action as the Lenders reasonably request to effect a sale or other disposition of the Leased Property, provided that the Lessor shall not be required to expend its own funds in connection with such sale or disposition.

SECTION 4.2 Lessor Obligations Nonrecourse; Payment from Certain Lease and Operative Guaranty Obligations and Certain Proceeds of Leased Property Only. All payments to be made by the Lessor in respect of the Loans, the Notes and this Loan Agreement shall be made only from certain payments received under the Lease and the Operative Guaranty and certain proceeds of the Leased Property and only to the extent that the Lessor or the Agent shall have received sufficient payments from such sources to make payments in respect of the Loans in accordance with Section 3. Each Lender agrees that it will look solely to such sources of payments to the extent available for distribution to such Lender as herein provided and that neither the Lessor nor the Agent is or shall be personally liable to any Lender for any amount payable hereunder or under any Note. Nothing in this Loan Agreement, the Notes or any other Operative Document shall be construed as creating any liability (other than for willful misconduct, gross negligence, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans)) of the Lessor individually to pay any sum or to perform any covenant, either express or implied, in this Loan Agreement, the Notes or any other Operative Documents (all such liability, if any, being expressly waived by each Lender) and

that each Lender, on behalf of itself and its successors and assigns, agrees in the case of any liability of the Lessor hereunder or thereunder (except for such liability attributable to its willful misconduct, gross negligence, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans)) that it will look solely to those certain payments received under the Lease and the Operative Guaranty and those certain proceeds of the Leased Property, provided, however, that the Lessor in its individual capacity shall in any event be liable with respect to (i) the removal of Lessor's Liens or involving its gross negligence, willful misconduct, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans) or (ii) failure to turn over payments the Lessor has received in accordance with Section 3; and provided further that the foregoing exculpation of the Lessor shall not be deemed to be exculpations of the Lessee, the Guarantor or any other Person.

SECTION 4.3 Exercise of Remedies Under the Lease and Operative Guaranty.

(a) Event of Default. With respect to any Potential Event of Default as to which notice thereof by the Lessor to the Lessee is a requirement to cause such Potential Event of Default to become an Event of Default, the Lessor may at any time in its discretion give such notice, provided that the Lessor agrees to give such notice to such Lessee promptly upon receipt of a written request by any Lender or the Agent.

(b) Acceleration of Lease Balance. When an Event of Default exists, the Lessor, upon the direction of the Required Funding Parties, shall exercise remedies under Article XIII of the Lease and the Operative Guaranty to demand payment in full of the Lease Balances by the Lessee or the Guarantor (the "Acceleration"). Following the Acceleration, the Lessor shall consult with the Lenders regarding actions to be taken in response to such Event of Default. The Lessor (1) shall not, without the prior written consent of Required Funding Parties and (2) shall (subject to the provisions of this Section), if so directed by Required Lenders, do any of the following: commence eviction or foreclosure proceedings, or make a demand under the Operative Guaranty, or file a lawsuit against the Lessee under the Lease, or file a lawsuit against the Guarantor under the Operative Guaranty, or sell the Leased Property, or exercise other remedies against the Lessee or the Guarantor under the Operative Documents in respect of such Event of Default; provided, however, that any payments received by the Lessor shall be distributed in accordance with Section 3. Notwithstanding any such consent, direction or approval by the Required Funding Parties of any such action or omission, the Lessor shall not have any obligation to follow such direction if the same would, in the

Lessor's reasonable judgment, require the Lessor to expend its own funds or expose the Lessor to liability, expense, loss or damages unless and until the Lenders advance to the Lessor an amount which is sufficient, in the Lessor's reasonable judgment, to cover such liability, expense, loss or damage (excluding the Lessor's pro rata share thereof, if any). Notwithstanding the foregoing, on and after the Release Date, the Lenders shall have no rights to the Leased Property or any proceeds thereof, the Lenders shall have no rights to direct or give consent to any actions with respect to the Leased Property and the proceeds thereof, the Lessor shall have absolute discretion with respect to such exercise of remedies with respect to the Leased Property, and the proceeds thereof, including, without limitation, any foreclosure or sale of the Leased Property, and the Lessor shall have no liability to the Lenders with respect to the Lessor's actions or failure to take any action with respect to the Leased Property.

SECTION 5 LOAN EVENTS OF DEFAULT; REMEDIES

SECTION 5.1 Loan Events of Default. Each of the following events shall constitute a Loan Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority) and each such Loan Event of Default shall continue so long as, but only as long as, it shall not have been remedied:

(a) Lessor shall fail to distribute in accordance with the provisions of Section 3 any amount received by the Lessor pursuant to the Lease, the Operative Guaranty or the Master Agreement within two (2) Business Days of receipt thereof if and to the extent that the Agent or the Lenders are entitled to such amount or a portion thereof; or

(b) the Lessor shall fail to pay to the Agent, within two (2) Business Days of the Lessor's receipt thereof, any amount which the Lessee or the Guarantor is required, pursuant to the Operative Documents, to pay to the Agent but erroneously pays to the Lessor; or

(c) failure by the Lessor to perform in any material respect any other covenant or condition herein or in any other Operative Document to which the Lessor is a party, which failure shall continue unremedied for thirty (30) days after receipt by the Lessor of written notice thereof from the Agent or any Lender; or

(d) any representation or warranty of the Lessor contained in any Operative Document or in any certificate

required to be delivered thereunder shall prove to have been incorrect in a material respect when made and shall not have been cured within thirty (30) days of receipt by the Lessor of written notice thereof from the Agent or any Lender; or

(e) the Lessor or any General Partner shall become bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver; or a trustee or a receiver shall be appointed for the Lessor or any General Partner or for substantially all of its property without its consent and shall not be dismissed or stayed within a period of sixty (60) days; or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against the Lessor or any General Partner and, if instituted against the Lessor or any General Partner, shall not be dismissed or stayed for a period of sixty (60) days; or

(f) any Event of Default under the Lease shall occur and be continuing.

#### SECTION 5.2 Loan Event of Default; Remedies.

(a) Upon the occurrence of a Loan Event of Default hereunder, (i) if such event is a Loan Event of Default specified in clause (e) of Section 5.1 with respect to the Lessor, automatically the outstanding principal of, and accrued interest on, the Loans shall be immediately due and payable, and (ii) if such event is any other Loan Event of Default, upon written request of the Required Lenders, the Agent shall, by notice of default to the Lessor, declare the outstanding principal of, and accrued interest on, the Loans to be immediately due and payable, whereupon the outstanding principal of, and accrued interest on, the Loans shall become immediately due and payable.

(b) When a Loan Event of Default exists, the Agent may, and upon the written instructions of the Required Lenders shall, exercise any or all of the rights and powers and pursue any and all of the remedies available to it hereunder, under the Notes, the Mortgage and the Assignment of Lease and Rents and shall have and may exercise any and all rights and remedies available under the Uniform Commercial Code or any provision of law. When a Loan Event of Default exists, the Agent may, and upon the written instructions of the Required Lenders shall, have the right to exercise all rights of the Lessor under the Lease pursuant to the terms and in the manner provided for in the Mortgage and the Assignment of Lease and Rents.

(c) Except as expressly provided above, no remedy under this Section 5.2 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy provided under

this Section 5.2 or under the other Operative Documents or otherwise available at law or in equity. The exercise by the Agent or any Lender of any one or more of such remedies shall not preclude the simultaneous or later exercise of any other remedy or remedies. No express or implied waiver by the Agent or any Lender of any Loan Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Loan Event of Default. The failure or delay of the Agent or any Lender in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by the Agent or any Lender shall not exhaust the same or constitute a waiver of any other right provided herein.

SECTION 6 THE AGENT

SECTION 6.1 Appointment. Each Lender hereby irrevocably designates and appoints the Agent as the agent of such Lender under this Loan Agreement and the other Operative Documents, and each such Lender irrevocably authorizes the Agent, in such capacity, to take such action on its behalf under the provisions of this Loan Agreement and the other Operative Documents and to exercise such powers and perform such duties as are expressly delegated to the Agent by the terms of this Loan Agreement and the other Operative Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Loan Agreement, the Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Loan Agreement or any other Operative Document or otherwise exist against the Agent.

SECTION 6.2 Delegation of Duties. The Agent may execute any of its duties under this Loan Agreement and the other Operative Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 6.3 Exculpatory Provisions. Neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Loan Agreement or any other Operative Document (except for its or such Person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of

the Lenders for any recitals, statements, representations or warranties made by the Lessor, the Guarantor or the Lessee or any officer thereof contained in this Loan Agreement or any other Operative Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agent under or in connection with, this Loan Agreement or any other Operative Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Loan Agreement or any other Operative Document or for any failure of the Lessor, the Guarantor or the Lessee to perform its obligations hereunder or thereunder. The Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Loan Agreement or any other Operative Document, or to inspect the properties, books or records of the Lessor, the Guarantor or the Lessee.

SECTION 6.4 Reliance by Agent. The Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Lessor, the Guarantor or the Lessee), independent accountants and other experts selected by the Agent. The Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agent. The Agent shall be fully justified in failing or refusing to take any action under this Loan Agreement or any other Operative Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Funding Parties against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Loan Agreement and the other Operative Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

SECTION 6.5 Notice of Default. The Agent shall not be deemed to have knowledge or notice of the occurrence of any Loan Potential Event of Default or Loan Event of Default hereunder unless the Agent has received notice from a Lender referring to this Loan Agreement, describing such Loan Potential Event of Default or Loan Event of Default and stating that such notice is a "notice of default". In the event that the Agent receives such

a notice, the Agent shall give notice thereof to the Lenders. The Agent shall take such action with respect to such Loan Potential Event of Default or Loan Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Agent shall have received such directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Loan Potential Event of Default or Loan Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 6.6 Non-Reliance on Agent and Other Lenders. Each Lender expressly acknowledges that neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Agent hereinafter taken, including any review of the affairs of the Lessor, the Guarantor or the Lessee, shall be deemed to constitute any representation or warranty by the Agent to any Lender. Each Lender represents to the Agent that it has, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Lessor, the Guarantor and the Lessee and made its own decision to make its Loans hereunder and enter into this Loan Agreement. Each Lender also represents that it will, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Loan Agreement and the other Operative Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Lessor, the Guarantor and the Lessee. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Lessor, the Guarantor or the Lessee which may come into the possession of the Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 6.7 Indemnification. The Lenders agree to indemnify the Agent in its capacity as such (to the extent not reimbursed by the Lessee or Guarantor and without limiting the obligation of the Lessee or Guarantor to do so), ratably according to the percentage each Lender's Loans bears to the total Loans of all of the Lenders on the date on which indemnification is sought under this Section 6.7, from and

against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Notes) be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of, the Commitments, this Loan Agreement, any of the other Operative Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Agent's gross negligence or willful misconduct. The agreements in this Section 6.7 shall survive the payment of the Notes and all other amounts payable hereunder.

SECTION 6.8 Agent in Its Individual Capacity. The Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Lessor, the Guarantor or the Lessee as though the Agent were not the Agent hereunder and under the other Operative Documents. With respect to Loans made or renewed by it and any Note issued to it, the Agent shall have the same rights and powers under this Loan Agreement and the other Operative Documents as any Lender and may exercise the same as though it were not the Agent, and the terms "Lender" and "Lenders" shall include the Agent in its individual capacity. Each Lender acknowledges that the Agent in its individual capacity has had and continues to have other business relations and transactions with the Lessee.

SECTION 6.9 Successor Agent. The Agent may resign as Agent upon 20 days' notice to the Lenders. If the Agent shall resign as Agent under this Loan Agreement and the other Operative Documents, then the Required Lenders shall appoint a successor agent for the Lenders, which successor agent shall be a commercial bank organized under the laws of the United States of America or any State thereof or under the laws of another country which is doing business in the United States of America and having a combined capital, surplus and undivided profits of at least \$100,000,000, whereupon such successor agent shall succeed to the rights, powers and duties of the Agent, and the term "Agent" shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Loan Agreement or any holders of the Notes. After any retiring Agent's resignation as Agent, all of the provisions of this Section 6 shall inure to its benefit as to any

actions taken or omitted to be taken by it while it was Agent under this Loan Agreement and the other Operative Documents.

#### SECTION 7 MISCELLANEOUS

SECTION 7.1 Amendments and Waivers. Neither this Loan Agreement, any Note, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of Section 8.4 of the Master Agreement.

SECTION 7.2 Notices. Unless otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be given in accordance with Section 8.2 of the Master Agreement.

SECTION 7.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

SECTION 7.4 Successors and Assigns. This Loan Agreement shall be binding upon and inure to the benefit of the Lessor, the Agent, the Lenders, all future holders of the Notes and their respective successors and permitted assigns.

SECTION 7.5 Counterparts. This Loan Agreement may be executed by one or more of the parties to this Loan Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same agreement. A set of the counterparts of this Loan Agreement signed by all the parties hereto shall be lodged with the Lessor and the Agent.

SECTION 7.6 GOVERNING LAW. THIS LOAN AGREEMENT AND THE NOTES AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS LOAN AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA.

SECTION 7.7 Survival and Termination of Agreement. All covenants, agreements, representations and warranties made herein and in any certificate, document or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Loan Agreement, and the Notes and shall continue in full force and effect so long as any Note or any amount

payable to any Lender under or in connection with this Loan Agreement or the Notes is unpaid, at which time this Loan Agreement shall terminate.

SECTION 7.8 Entire Agreement. This Loan Agreement and the other Operative Documents sets forth the entire agreement of the parties hereto with respect to its subject matter, and supersedes all previous understandings, written or oral, with respect thereto.

SECTION 7.9 Severability. Any provision of this Loan Agreement or of the Notes which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or thereof or affecting the validity, enforceability or legality of any such provision in any other jurisdiction.

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SUNTRUST BANK, ATLANTA, as Agent

By: /s/ Brian K. Peters

-----  
Name: Brian K. Peters  
Title: Director

FLORIDA

LOAN AGREEMENT

S-1

PREFCO VI LIMITED PARTNERSHIP, as  
Lessor and Borrower

By: AFG PREFCO GP, LLC, a Texas  
limited liability company, as  
general partner

By: /s/ Stephen S. Brookshire

-----  
Stephen S. Brookshire  
President

FLORIDA

LOAN AGREEMENT

SUNTRUST BANK, ATLANTA, as a  
Lender

By: /s/ Brian K. Peters

-----  
Name: Brian K. Peters

Title: Director

FLORIDA

LOAN AGREEMENT

S-3

## A NOTE

Atlanta, Georgia  
December 30, 1999

\$18,076,500.00

FOR VALUE RECEIVED, the undersigned, PREFCO VI LIMITED PARTNERSHIP ("Lessor") promises to pay to the order of SUNTRUST BANK, ATLANTA (the "Lender") at the office of the Agent at SunTrust Bank, Atlanta, 25 Park Place, Atlanta, Georgia 30303 or such other address as the holder hereof shall have previously designated in writing to the Lessor, the aggregate unpaid principal amount of all A Loans made by the Lender to, or for the benefit of, the Lessor, as recorded either on the grid attached to this Note or in the records of the Lender (and such recordation shall constitute prima facie evidence of the information so recorded; provided, however, that the failure to make any such recordation shall not in any way affect the Lessor's obligation to repay this Note). The principal amount of each A Loan evidenced hereby shall be payable on or prior to the Lease Termination Date as provided in the Loan Agreement.

The Lessor further promises to pay interest on the unpaid principal amount of this Note from time to time outstanding, payable as provided in the Loan Agreement, at the rates per annum provided in the Loan Agreement; provided, however, that such interest rate shall not at any time exceed the maximum rate permitted by law. All payments of principal of and interest on this Note shall be payable in lawful currency of the United States of America at the office of the Agent as provided above or such other address as the holder hereof shall have designated to the Lessor, in immediately available funds.

This Note is one of the Notes referred to in that certain Loan Agreement, dated as of December 30, 1999, among the Lessor, the Lender and the other lenders from time to time party thereto, and SunTrust Bank, Atlanta, as Agent (the "Agent") for such lenders (as it may be amended or modified from time to time, herein called the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement. This Note is secured pursuant to the other Loan Documents from the Lessor to the Agent referred to in the Loan Agreement (including, without limitation, the Mortgages) and reference is hereby made to the Loan Agreement and such other Loan Documents for a statement of the terms and provisions of such security.

All parties hereto, whether as makers, endorsers, or otherwise, severally waive presentment for payment, demand, protest, and notice of dishonor, notice of the existence, creation or nonpayment of all or any of the A Loans and all other notices whatsoever.

This Note shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles.

ALL PAYMENTS AND OTHER OBLIGATIONS TO BE MADE OR PERFORMED BY THE LESSOR IN RESPECT OF THE A LOANS AND THIS NOTE SHALL BE MADE ONLY FROM CERTAIN PAYMENTS RECEIVED

UNDER THE LEASE, THE GUARANTY AGREEMENT AND CERTAIN PROCEEDS OF THE LEASED PROPERTIES AND ONLY TO THE EXTENT THAT THE LESSOR SHALL HAVE RECEIVED SUFFICIENT PAYMENTS FROM SUCH SOURCES TO MAKE PAYMENTS IN RESPECT OF THE A LOANS IN ACCORDANCE WITH AND SUBJECT TO THE PRIORITIES SET FORTH IN THE LOAN AGREEMENT. THE LENDER AND EACH OTHER HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES THAT IT WILL LOOK SOLELY TO SUCH SOURCES OF PAYMENTS TO THE EXTENT AVAILABLE FOR DISTRIBUTION TO THE LENDER OR SUCH OTHER HOLDER AS PROVIDED IN THE LOAN AGREEMENT AND THAT NEITHER THE LESSOR, NOR ANY OF ITS PARTNERS, NOR THE AGENT IS OR SHALL BE PERSONALLY LIABLE TO THE LENDER OR SUCH OTHER HOLDER FOR ANY AMOUNT PAYABLE HEREUNDER OR UNDER THE LOAN AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NOTHING IN THIS NOTE SHALL BE CONSTRUED AS CREATING ANY LIABILITY (OTHER THAN FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, MISREPRESENTATION OR BREACH OF CONTRACT (OTHER THAN THE FAILURE TO MAKE PAYMENTS IN RESPECT OF THE LOANS)) OF LESSOR INDIVIDUALLY TO PAY ANY SUM OR TO PERFORM ANY COVENANT, CONDITION, OBLIGATION OR WARRANTY EITHER EXPRESS OR IMPLIED, IN THIS NOTE (ALL SUCH LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE LENDER AND EACH OTHER HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF) AND THAT THE LENDER AND EACH OTHER HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES IN THE CASE OF ANY LIABILITY OF LESSOR HEREUNDER (OTHER THAN FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, MISREPRESENTATION OR BREACH OF CONTRACT (OTHER THAN THE FAILURE TO MAKE PAYMENTS IN RESPECT OF THE LOANS)) that it will look solely to those certain payments received under the Lease, the Guaranty Agreement and those certain proceeds of the Leased Properties as provided in the Loan Agreement; provided, however, that Lessor in its individual capacity shall in any event be liable with respect to (i) the removal of Lessor Liens, (ii) its gross negligence, willful misconduct, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans)) or (iii) failure to turn over payments the Lessor has received in accordance with the Loan Agreement; and provided further that the foregoing exculpation of the Lessor shall not be deemed to be exculpations of the Lessee, the Guarantor or any other Person.

PREFCO VI LIMITED PARTNERSHIP, as Lessor  
and Borrower

By: AFG PREFCO GP, LLC, a Texas limited  
liability company, as general  
partner

By: \_\_\_\_\_  
Stephen S. Brookshire, President

GRID ATTACHED TO A NOTE  
DATED DECEMBER 30, 1999 OF  
PREFCO VI LIMITED PARTNERSHIP,  
AS LESSOR  
PAYABLE TO THE ORDER OF SUNTRUST BANK ATLANTA,  
AS AGENT

A Loans made by the Lender to the Lessor and payments of principal of such  
A Loans.

Date	Amount of Loan	Interest Rate	Outstanding Principal Balance	Notation Made By
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## B NOTE

Atlanta, Georgia  
December 30, 1999

\$4,287,375.00

FOR VALUE RECEIVED, the undersigned, PREFCO VI LIMITED PARTNERSHIP ("Lessor") promises to pay to the order of SUNTRUST BANK, ATLANTA (the "Lender") at the office of the Agent at SunTrust Bank, Atlanta, 25 Park Place, Atlanta, Georgia 30303 or such other address as the holder hereof shall have previously designated in writing to the Lessor, the aggregate unpaid principal amount of all B Loans made by the Lender to, or for the benefit of, the Lessor, as recorded either on the grid attached to this Note or in the records of the Lender (and such recordation shall constitute prima facie evidence of the information so recorded; provided, however, that the failure to make any such recordation shall not in any way affect the Lessor's obligation to repay this Note). The principal amount of each B Loan evidenced hereby shall be payable on or prior to the Lease Termination Date as provided in the Loan Agreement.

The Lessor further promises to pay interest on the unpaid principal amount of this Note from time to time outstanding, payable as provided in the Loan Agreement, at the rates per annum provided in the Loan Agreement; provided, however, that such interest rate shall not at any time exceed the maximum rate permitted by law. All payments of principal of and interest on this Note shall be payable in lawful currency of the United States of America at the office of the Agent as provided above or such other address as the holder hereof shall have designated to the Lessor, in immediately available funds.

This Note is one of the Notes referred to in that certain Loan Agreement, dated as of December 30, 1999, among the Lessor, the Lender and the other lenders from time to time party thereto, and SunTrust Bank, Atlanta, as Agent (the "Agent") for such lenders (as it may be amended or modified from time to time, herein called the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement. This Note is secured pursuant to the other Loan Documents from the Lessor to the Agent referred to in the Loan Agreement (including, without limitation, the Mortgages) and reference is hereby made to the Loan Agreement and such other Loan Documents for a statement of the terms and provisions of such security.

All parties hereto, whether as makers, endorsers, or otherwise, severally waive presentment for payment, demand, protest, and notice of dishonor, notice of the existence, creation or nonpayment of all or any of the B Loans and all other notices whatsoever.

This Note shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles.

ALL PAYMENTS AND OTHER OBLIGATIONS TO BE MADE OR PERFORMED BY THE LESSOR IN RESPECT OF THE B LOANS AND THIS NOTE SHALL BE MADE ONLY FROM CERTAIN PAYMENTS RECEIVED

UNDER THE LEASE, THE GUARANTY AGREEMENT AND CERTAIN PROCEEDS OF THE LEASED PROPERTIES AND ONLY TO THE EXTENT THAT THE LESSOR SHALL HAVE RECEIVED SUFFICIENT PAYMENTS FROM SUCH SOURCES TO MAKE PAYMENTS IN RESPECT OF THE B LOANS IN ACCORDANCE WITH AND SUBJECT TO THE PRIORITIES SET FORTH IN THE LOAN AGREEMENT. THE LENDER AND EACH OTHER HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES THAT IT WILL LOOK SOLELY TO SUCH SOURCES OF PAYMENTS TO THE EXTENT AVAILABLE FOR DISTRIBUTION TO THE LENDER OR SUCH OTHER HOLDER AS PROVIDED IN THE LOAN AGREEMENT AND THAT NEITHER THE LESSOR, NOR ANY OF ITS PARTNERS, NOR THE AGENT IS OR SHALL BE PERSONALLY LIABLE TO THE LENDER OR SUCH OTHER HOLDER FOR ANY AMOUNT PAYABLE HEREUNDER OR UNDER THE LOAN AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NOTHING IN THIS NOTE SHALL BE CONSTRUED AS CREATING ANY LIABILITY (OTHER THAN FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, MISREPRESENTATION OR BREACH OF CONTRACT (OTHER THAN THE FAILURE TO MAKE PAYMENTS IN RESPECT OF THE LOANS)) OF LESSOR INDIVIDUALLY TO PAY ANY SUM OR TO PERFORM ANY COVENANT, CONDITION, OBLIGATION OR WARRANTY EITHER EXPRESS OR IMPLIED, IN THIS NOTE (ALL SUCH LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE LENDER AND EACH OTHER HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF) AND THAT THE LENDER AND EACH OTHER HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES IN THE CASE OF ANY LIABILITY OF LESSOR HEREUNDER (OTHER THAN FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, MISREPRESENTATION OR BREACH OF CONTRACT (OTHER THAN THE FAILURE TO MAKE PAYMENTS IN RESPECT OF THE LOANS)) that it will look solely to those certain payments received under the Lease, the Guaranty Agreement and those certain proceeds of the Leased Properties as provided in the Loan Agreement; provided, however, that Lessor in its individual capacity shall in any event be liable with respect to (i) the removal of Lessor Liens, (ii) its gross negligence, willful misconduct, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans)) or (iii) failure to turn over payments the Lessor has received in accordance with the Loan Agreement; and provided further that the foregoing exculpation of the Lessor shall not be deemed to be exculpations of the Lessee, the Guarantor or any other Person.

PREFCO VI LIMITED PARTNERSHIP, as Lessor  
and Borrower

By: AFG PREFCO GP, LLC, a Texas limited  
liability company, as general partner

By: \_\_\_\_\_  
Stepnen S. Brookshire, President

GRID ATTACHED TO B NOTE  
DATED DECEMBER 30, 1999 OF  
PREFCO VI LIMITED PARTNERSHIP,  
AS LESSOR  
PAYABLE TO THE ORDER OF SUNTRUST BANK ATLANTA,  
AS AGENT

B Loans made by the Lender to the Lessor and payments of principal of such B Loans.

Date	Amount of Loan	Interest Rate	Outstanding Principal Balance	Notation Made By
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OPERATIVE GUARANTY

from

EQUIFAX INC.

Dated as of December 30, 1999

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[Florida Property]

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OPERATIVE GUARANTY

THIS OPERATIVE GUARANTY, dated as of December 30, 1999, is made by Equifax Inc., a Georgia corporation (the "Guarantor").

WITNESSETH:

WHEREAS, the Guarantor as Lessee and Guarantor, PREFCO VI Limited Partnership as Lessor, Atlantic Financial Group, Ltd., Atlantic Financial Managers, Inc., and SunTrust Bank, Atlanta, as Agent and Lender, have entered into that certain Master Agreement (Florida Property), dated as of December 30, 1999 (as it may be modified, amended or restated from time to time as and to the extent permitted thereby, the "Master Agreement"; and, unless otherwise defined herein, terms which are defined or defined by reference in the Master Agreement (including Appendix A thereto) shall have the same meanings when used herein as such terms have therein); and

WHEREAS, it is a condition precedent to the Funding Parties consummating the transactions to be consummated on the Closing Date that the Guarantor execute and deliver this Operative Guaranty; and

WHEREAS, it is in the best interests of the Guarantor that the transactions contemplated by the Master Agreement be consummated on the Closing Date; and

WHEREAS, this Operative Guaranty, and the execution, delivery and performance hereof, have been duly authorized by all necessary corporate action of the Guarantor; and

WHEREAS, this Operative Guaranty is offered by the Guarantor as an inducement to the Funding Parties to consummate the transactions contemplated in the Master Agreement, which transactions, if consummated, will be of benefit to the Guarantor;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor hereby agrees as follows:

SECTION 1. Operative Guaranty. The Guarantor hereby unconditionally guarantees the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, and the full and prompt performance, of all of the Liabilities (as hereinafter defined), including interest and earnings on any such Liabilities whether accruing before or after any bankruptcy or insolvency case or proceeding involving the Guarantor or any other Person and, if interest or earnings on any portion of such obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, including such interest and yield as would have accrued on any such portion of such obligations if such case or proceeding had not commenced, and further agrees to pay all reasonable expenses (including reasonable attorneys' fees and legal expenses actually incurred) actually paid or incurred by each of the Funding Parties in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this Operative Guaranty. The term "Liabilities", as used herein, shall mean all of the following, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, or now or hereafter existing, or due or to become due: (i) all amounts payable by the Lessee under the Lease (including, without limitation, Basic Rent, Supplemental Rent and Recourse Deficiency Amounts), the Master Agreement or any other Operative Document, and (ii) all principal of the Notes and interest accrued thereon, Loans, accrued Yield and all additional amounts and other sums at any time due and owing, and required to be paid, to the Funding Parties under the terms of the Master Agreement, the Loan Agreement, the Assignment of Lease and Rent, the Mortgage, the Notes or any other Operative Document; provided, however, that whether or not a Loan Event of Default exists that is not an Event of Default under the Lease, the Guarantor will not be obligated to pay under this Operative Guaranty any amounts greater or earlier than the Lessee would have had to pay, under the Lease, the Master Agreement and the other Operative Documents assuming that such documents were enforced in accordance with their terms (and without giving effect to any discharge or limitation thereon resulting or arising by reason of the bankruptcy or insolvency of the Lessee), plus all actual and reasonable costs of enforcing this Operative Guaranty.

By way of extension but not in limitation of any of its other obligations hereunder, the Guarantor stipulates and agrees that in the event any foreclosure proceedings are commenced and result in the entering of a foreclosure judgment, any such foreclosure judgment, to the extent related to the Liabilities, shall be treated as part of the Liabilities, and the Guarantor

unconditionally guarantees the full and prompt payment of such judgment.

SECTION 2. Bankruptcy. The Guarantor agrees that, in the event of the dissolution, bankruptcy or insolvency of the Guarantor, or the inability or failure of the Guarantor generally to pay debts as they become due, or an assignment by the Guarantor for the benefit of creditors, or the commencement of any case or proceeding in respect of the Guarantor under any bankruptcy, insolvency or similar laws, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor will pay to the Funding Parties forthwith the full amount which would be payable hereunder by the Guarantor if all Liabilities were then due and payable.

SECTION 3. Right of Set-Off. To secure all obligations of the Guarantor hereunder, each Funding Party shall have a right to set-off, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by the Guarantor hereunder against any and all balances, credits, deposits, accounts or moneys of or in the Guarantor's name now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, any Funding Party or any agent or bailee for any Funding Party, and apply any such amounts toward the payment of the Liabilities then due in such order as the Agent may elect in accordance with the Operative Documents.

SECTION 4. Continuing Operative Guaranty. This Operative Guaranty shall in all respects be a continuing, absolute and unconditional Operative Guaranty of prompt and complete payment and performance (and not merely of collection), and shall remain in full force and effect (notwithstanding, without limitation, the dissolution of the Guarantor) until the termination of the Commitments and the full and final payment of all of the Liabilities.

SECTION 5. Reinstatement. The Guarantor further agrees that, if at any time all or any part of any payment theretofore applied to any of the Liabilities is or must be rescinded or returned for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Guarantor), such Liabilities shall, for the purposes of this Operative Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application, and this Operative Guaranty shall continue to be effective or be reinstated, as the case may

be, as to such Liabilities, all as though such application had not been made.

SECTION 6. Certain Actions. The Funding Parties may, from time to time at their discretion and without notice to the Guarantor, take any or all of the following actions: (a) retain or obtain (i) a security interest in the Lessee's interests in the Lease and (ii) a lien or a security interest hereafter granted by any Person upon or in any property, in each case to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the Guarantor, with respect to any of the Liabilities; (c) extend or renew for one or more periods (regardless of whether longer than the original period), or release or compromise any obligation of the Guarantor hereunder or any obligation of any nature of any other obligor (including, without limitation, the Lessor) with respect to any of the Liabilities; (d) release or fail to perfect its Lien upon or security interest in, or impair, surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Liabilities or any obligation hereunder, or extend or renew for one or more periods (regardless of whether longer than the original period) or release or compromise any obligations of any nature of any obligor with respect to any such property; and (e) resort to the Guarantor for payment of any of the Liabilities, regardless of whether the Agent or any other Person shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other obligor primarily or secondarily obligated with respect to any of the Liabilities (all of the actions referred to in this clause (e) being hereby expressly waived by the Guarantor).

SECTION 7. Application. Any amounts received by any Funding Party from whatever source on account of the Liabilities shall be applied by it toward the payment of such of the Liabilities, and in such order of application, as is set forth in the Operative Documents.

SECTION 8. Waiver. The Guarantor hereby expressly waives: (a) notice of the acceptance of this Operative Guaranty; (b) notice of the existence or creation or non-payment of all or any of the Liabilities; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon the Liabilities or any thereof, any obligation hereunder, or any security for or Operative Guaranty of any of the foregoing.

SECTION 9. Assignment. Subject to Section 6 of the Master Agreement, each Funding Party may, from time to time, whether before or after any discontinuance of this Operative Guaranty, at its sole discretion and without notice to the Guarantor, assign or transfer any or all of its portion of the Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Liabilities shall be and remain Liabilities for the purposes of this Operative Guaranty, and each and every such immediate and successive assignee or transferee of any of the Liabilities or of any interest therein shall, to the extent of such assignee's or transferee's interest in the Liabilities, be entitled to the benefits of this Operative Guaranty to the same extent as if such assignee or transferee were such Funding Party.

SECTION 10. Miscellaneous. No delay in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Operative Guaranty be binding upon any Funding Party except as expressly set forth in a writing duly signed and delivered on its behalf. No action permitted hereunder shall in any way affect or impair any Funding Party's rights or the Guarantor's obligations under this Operative Guaranty. For the purposes of this Operative Guaranty, Liabilities shall include all of the obligations described in the definition thereof, notwithstanding any right or power of the Lessee or the Lessor or anyone else to assert any claim or defense (other than final payment) as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the Guarantor hereunder. The Guarantor's obligations under this Operative Guaranty shall be absolute and unconditional irrespective of any circumstance whatsoever which might constitute a legal or equitable discharge or defense of the Guarantor. The Guarantor hereby acknowledges that there are no conditions to the effectiveness of this Operative Guaranty.

This Operative Guaranty shall be binding upon the Guarantor and upon the Guarantor's successors and permitted assigns; and all references herein to the Guarantor shall be deemed to include any successor or successors, whether immediate or remote, to such Person; provided that the Guarantor shall not assign its obligations hereunder without the prior written consent of the Funding Parties.

Wherever possible each provision of this Operative Guaranty shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Operative Guaranty shall be prohibited by or invalid thereunder, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Operative Guaranty.

The Guarantor: (a) submits for itself and its property in any legal action or proceeding relating to this Operative Guaranty, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of Georgia sitting in Fulton County, Georgia, the courts of the United States of America for the Northern District of Georgia, and appellate courts from any thereof; (b) consents that any such action or proceedings may be brought to such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) agrees that service of process in any such action or proceeding may be effected by delivering a copy thereof to it at its address set forth below or at such other address of which the other parties to the Master Agreement shall have been notified pursuant to Section 8.2 of the Master Agreement; and (d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right of the Funding Parties to sue in any other jurisdiction.

All notices, demands, declarations, consents, directions, approvals, instructions, requests and other communications required or permitted by this Operative Guaranty shall be in writing and shall be deemed to have been duly given when addressed to the appropriate Person and delivered in the manner specified in Section 8.2 of the Master Agreement. The initial address for notices to each Guarantor is set forth below.

THIS OPERATIVE GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

IN WITNESS WHEREOF, the Guarantor has caused this Operative Guaranty to be executed and delivered as of the date first above written.

EQUIFAX INC.

By: /s/ Michael G. Schirk

-----  
Name Printed: Michael G. Schirk  
Title: Vice President & Treasurer

Address:

FLORIDA

OPERATIVE GUARANTY

S-1

## TAX SHARING AND INDEMNIFICATION AGREEMENT

THIS TAX SHARING AND INDEMNIFICATION AGREEMENT ("Agreement") is entered into as of June 30, 2001, by and between Equifax Inc., a Georgia corporation ("Equifax"), and Certegy Inc., a Georgia corporation ("Certegy").

WHEREAS, Equifax is the common parent and Certegy is currently a member of an "affiliated group," as that term is defined in section 1504 of the Code (such term and certain capitalized terms being defined in Section 1.1), that currently files consolidated federal income tax returns; and

WHEREAS, Certegy is a holding company and a wholly-owned subsidiary of Equifax; and

WHEREAS, pursuant to that certain Distribution Agreement Plan of Reorganization and Distribution dated as of even date with this Agreement (the "Distribution Agreement") and subject to the terms and conditions thereof, Equifax will transfer and assign or cause members of the Equifax Group to transfer and assign to Certegy certain assets and businesses associated with the Payment Services Business and the stock of certain corporations that conduct the Payment Services Business; and

WHEREAS, prior to the Contribution, Equifax and certain Equifax Affiliates will undertake the Foreign Restructuring to separate the Payment Services Business from Equifax in foreign jurisdictions; and

WHEREAS, pursuant to the Distribution Agreement and subject to the terms and conditions thereof, after the Contribution, Equifax will distribute to its shareholders on a pro rata basis all of the issued and outstanding stock of Certegy; and

WHEREAS, the parties intend that the Contribution and the Distribution qualify as a tax-free reorganization and distribution under section 368(a)(1)(D) and section 355 of the Code;

WHEREAS, in contemplation of the Distribution, the Equifax Group and the Certegy Group desire to set forth their rights and obligations with respect to foreign, federal, state and local taxes due for periods both before and after the Distribution and with respect to certain tax and other liabilities that might be arise in connection with the Distribution;

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I  
DEFINITIONS

1.1 For purposes of this Agreement, the following definitions shall apply:

(a) "2000 Certegy Tax Liabilities" has the meaning ascribed to such term in Section 5.5.

(b) "2001 Certegy Estimated Tax Liabilities" has the meaning ascribed to such term in Section 5.6.

(c) "Additional Restructuring Tax" means any Restructuring Tax other than any Contemplated Restructuring Taxes.

(d) "Affiliated Group" means an affiliated group of corporations within the meaning of section 1504(a) (determined without regard to the exceptions contained in section 1504(b)) of the Code for the taxable period in question.

(e) "Certegy Group" means (i) with respect to any period prior to the Distribution Date, Certegy, Payment Services, any other entity directly or indirectly conducting the Payment Services Business, and each of such entities' wholly-owned subsidiaries; provided that the Certegy Group shall not include Light Signatures, Inc., High Integrity Systems, LLC, or any other entity owned by Equifax after giving effect to the Separation and the Distribution, and (ii) with respect to any period on or after the Distribution Date, (A) the Affiliated Group of which Certegy or any successor of Certegy is the common parent; and (B) any entity in which any member of such Affiliated Group owns some or all of the equity.

(f) "Certegy Issue" means any issue raised by any Tax Authority, which issue results in (i) proposed Restructuring Taxes for which Certegy could be liable pursuant to Section 2.3 hereof, or (ii) proposed Taxes for which Certegy could be liable pursuant to Section 2.2 hereof.

(g) "Certegy Tainting Act" means (i) any breach by any member of the Certegy Group of any written representation or covenant relating to the Certegy Group made in any Ruling Document, or (ii) any action or actions of or involving any member of the Certegy Group, or any omission or omissions of any such Person (whether or not such action or omission is permitted pursuant to this Agreement), of an action or actions available to it, after the Distribution Date, if such breach, action or omission described in (i) or (ii) contributes to a Final Determination imposing any Additional Restructuring Tax on any member of the Equifax Group or the Certegy Group.

(h) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(i) "Consolidated Returns" means the consolidated United States federal income tax returns of the Affiliated Group of which Equifax is the common parent for consolidated return years beginning before the Distribution Date and any consolidated, combined or similar state income tax returns of any members of the Equifax Group for taxable years beginning before the Distribution Date (including, in each case, any amendments thereto).

(j) "Contemplated Restructuring Tax" means any Restructuring Tax set forth on Exhibit B to this Agreement.

(k) "Contribution" has the meaning ascribed to such term in the Distribution Agreement.

(l) "Distribution" has the meaning ascribed to such term in the Distribution Agreement.

(m) "Distribution Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

(n) "Distribution Date" has the meaning ascribed to such term in the Distribution Agreement.

(o) "Effective Time" has the meaning ascribed to such term in the Distribution Agreement.

(p) "Equifax Affiliate" means any member of the Equifax Affiliated Group.

(q) "Equifax Group" means, for each taxable period, (i) the Affiliated Group of which Equifax or any successor of Equifax is the common parent; and (ii) any entity in which any member of the Affiliated Group described in clause (i) above owns some or all of the equity, provided, however, that the Equifax Group shall not include any member of the Certegy Group.

(r) "Equifax Issue" means any issue raised by any Tax Authority, which issue results in (i) proposed Restructuring Taxes (whether or not it is alleged that a member of the Equifax Group is at fault or is partially at fault), or (ii) proposed Taxes for which Equifax could be liable pursuant to Section 2.1 hereof.

(s) "Equifax Tainting Act" means (i) any breach by any member of the Equifax Group of any written representation or covenant relating to the Equifax Group made in any Ruling Document, or (ii) any action or actions of or involving any member of the Equifax Group or any omission or omissions of any such Person of an action or actions available to it (whether or not such action or omission is permitted pursuant to this Agreement), after the Distribution Date, if such breach, action or omission described in (i) or (ii) contributes to a Final Determination imposing any Additional Restructuring Tax on any member of the Equifax Group or the Certegy Group.

(t) "Expenses" means out-of-pocket expenses and shall not include any overhead or indirect costs.

(u) "Final Determination" means the final resolution of liability for any Tax for a taxable period (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the IRS, or by a comparable form under the laws of other jurisdictions, except that a Form 870 or 870-AD, successor form, or comparable form that reserves the right of the taxpayer to file a claim for refund and/or the right of the Tax Authority to assert a further deficiency shall not constitute a Final Determination; (ii) by a decision, judgment, decree, or other order by a court of competent jurisdiction which has become final and unappealable; (iii) by a closing agreement or offer in compromise under section 7121 or 7122 of the Code or any subsequently enacted corresponding provisions of the Code, or comparable

agreements under the laws of other jurisdictions; (iv) by an allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the Tax imposing jurisdiction; or (v) by any other final disposition by reason of the expiration of the applicable statute of limitations.

(v) "Foreign Restructuring" means the transactions undertaken prior to the Contribution to separate the Payment Services Business from the other Equifax businesses in foreign jurisdictions, as described on Exhibit A.

(w) "Group" means the Equifax Group or the Certegy Group, as the context so requires.

(x) "Initial IRS Ruling" means the private letter ruling issued by the IRS regarding certain Federal income Tax consequences of the Separation and the Distribution.

(y) "IRS" means the United States Internal Revenue Service.

(z) "Payment Services" means Certegy Payment Services, Inc., a wholly - owned subsidiary of Equifax organized under the laws of the State of Delaware.

(aa) "Payment Services Business" means the businesses conducted by Equifax and its affiliates of providing payment transaction processing and check risk management services to financial institutions and merchants.

(bb) "Post-Distribution Period" means (i) any Tax Period beginning after the Effective Time and (ii) the portion of any Straddle Period beginning after the Effective Time.

(cc) "Pre-Distribution Period" means (i) any Tax Period ending on or before the Effective Time and (ii) the portion of any Straddle Period ending on or before the Effective Time.

(dd) "Regulations" means Income Tax Regulations issued by the United States Department of Treasury pursuant to the Code.

(ee) "Restructuring Tax" means any Tax imposed on any member of the Equifax Group or the Certegy Group resulting from the Separation or the Distribution that would not have been imposed had such transactions not occurred.

(ff) "Ruling Documents" means (i) the request for the Initial IRS Ruling, filed with the IRS in connection with the Separation and Distribution, together with any supplemental filings or requests for Supplemental Ruling or other materials subsequently submitted on behalf of Equifax, its subsidiaries and shareholders to the IRS, the appendices and exhibits thereto, and any rulings issued by the IRS to Equifax in connection with the Separation and Distribution or (ii) any similar filings submitted to, or rulings issued by, any other Tax Authority in connection with the Separation or Distribution.

(gg) "Separation" means the transactions necessary to transfer the Payment Services Business to Certegy, including without limitation, the transactions necessary to transfer

the equity of High Integrity Systems, LLC to Equifax, the Foreign Restructuring, and the Contribution.

(hh) "Special Refund Allocation Ratio" means with respect to either Group, the aggregate outstanding amount of Special Refund Claims filed by a member of such Group pending as of the Effective Date divided by the aggregate outstanding amount of all Special Refund Claims.

(ii) "Special Refund Claims" means the claims for refund of state income Taxes filed by members of the Equifax Group and the Certegy Group prior to the Effective Date and still outstanding as of the Effective Date, as set forth on Exhibit C to this Agreement.

(jj) "Straddle Period" means any Tax Period that begins before the Effective Time and ends after the Effective Time.

(kk) "Supplemental Ruling" means any ruling issued after the issuance of the Initial IRS Ruling (a) by the IRS in connection with the Distribution or any transactions undertaken in connection with the Distribution or (b) by any other Tax Authority, addressing the application of a provision of the laws of another jurisdiction to any transaction undertaken in connection with the Distribution.

(ll) "Supplemental Ruling Documents" has the meaning ascribed to such term in Section 2.5(d)(i).

(mm) "Tax" or "Taxes" means all forms of taxation, whenever created or imposed, whether domestic or foreign, imposed by any Tax Authority, and without limiting the generality of the foregoing shall include net income, alternative or add-on minimum tax, gross income, sales, use, franchise, gross receipts, value added, ad valorem, profits, license, payroll, withholding, social security, unemployment insurance, employment, property, transfer, recording, excise, severance, stamp, occupation, premium, windfall profit, custom duty, or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any related interest, penalties or other additions to tax, or additional amounts imposed by any such Tax Authority. For purposes of computing the Taxes of a party for any purpose of this Agreement, interest shall be computed without regard to any Tax Items attributable to any other party (as determined pursuant to Section 2.4) and without regard to any netting of interest on any refund of Tax owed by the Tax Authority to the other party.

(nn) "Tax Authority" means any nation, locality, municipality, government, authority, state, federation, or other governmental body or agency.

(oo) "Tax Benefit" means any Tax Item which decreases Taxes paid or payable.

(pp) "Tax Controversy" means any audit, examination, dispute, suit, action, litigation, or other judicial or administrative proceeding by or against the IRS or any other Tax Authority. Notwithstanding the foregoing, any proceeding pursuant to the Special Refund Claims shall not constitute a Tax Controversy for purposes of this Agreement.

(qq) "Tax Item" means any item of income, gain, loss, deduction, credit, recapture of credit or any other item, including, but not limited to, an adjustment under Code section 481 resulting from a change in accounting method, which increases or decreases Taxes paid or payable.

(rr) "Tax Period" means with respect to any Tax, the period for which the Tax is reported.

(ss) "Tax Returns" means all reports, estimates, declarations of estimated tax, information statements, returns or other documents required or permitted to be filed with a Tax Authority in connection with any Taxes, including but not limited to requests for extensions of time, information statements and reports, claims for refund, and amended returns.

ARTICLE II  
ALLOCATION OF TAX LIABILITIES

2.1 Equifax Group.

(a) Current and Prior Periods. Except as otherwise provided in this Agreement, Equifax shall be responsible and liable for all Taxes attributable to the Equifax Group that are imposed for any Pre-Distribution Period. Equifax hereby assumes all such liability and shall indemnify and hold harmless Certegy and any member of the Certegy Group from and against any share or amount of all Taxes attributable to the Equifax Group that are imposed for any Pre-Distribution Period.

(b) Future Periods. Except as otherwise provided in this Agreement, Equifax shall be responsible and liable for all Taxes attributable to the Equifax Group that are imposed for any Post-Distribution Period and shall indemnify and hold harmless Certegy and any member of the Certegy Group from and against all such Taxes.

2.2 Certegy Group.

(a) Current and Prior Periods. Except as otherwise provided in this Agreement, Certegy shall be responsible and liable for all Taxes attributable to the Certegy Group that are imposed for all Pre-Distribution Periods. Certegy hereby assumes all such liability and shall indemnify and hold harmless Equifax and any member of the Equifax Group from and against any share or amount of Taxes attributable to the Certegy Group that are imposed for any Pre-Distribution Period.

(b) Future Periods. Except as otherwise provided in this Agreement, Certegy shall be liable for all Taxes attributable to the Certegy Group that are imposed for any Post-Distribution Period, and shall indemnify and hold harmless Equifax and any member of the Equifax Group from and against all such Taxes.

2.3 Restructuring Taxes.

(a) Generally. Notwithstanding Section 2.1 or Section 2.2 to the contrary, Equifax shall be responsible and liable for and shall indemnify and hold harmless each member

of the Certegy Group from and against any and all Contemplated Restructuring Taxes. Notwithstanding anything in this Article II (other than Section 2.3(b) or Section 2.3(c)) to the contrary, Equifax shall be responsible and liable for, and shall indemnify and hold harmless Certegy and any member of the Certegy Group from and against, any and all Additional Restructuring Taxes.

(b) Liability and Indemnification for Certegy Tainting Acts.

Notwithstanding anything in this Article II (other than Section 2.3(c)) to the contrary, Certegy shall be responsible and liable for and shall indemnify and hold harmless each member of the Equifax Group from and against, (i) any Additional Restructuring Taxes, and (ii) any liability resulting from a decision that Equifax is liable to Equifax's or Certegy's shareholders because of a Final Determination that the Distribution is taxable, but in any case only to the extent such Additional Restructuring Taxes or liability to shareholders is due to a Certegy Tainting Act (and not an Equifax Tainting Act).

(c) Liability and Indemnification for Combined Tainting Acts.

Notwithstanding anything in this Article II to the contrary, in the event of a Final Determination that Additional Restructuring Taxes are due to a Tax Authority and such Additional Restructuring Taxes are caused by both an Equifax Tainting Act and a Certegy Tainting Act, then the liability of Equifax and Certegy for any Restructuring Taxes arising from such Final Determination and any liability to shareholders arising from such Final Determination shall be borne fifty percent (50%) by Equifax and fifty percent (50%) by Certegy. Each party, jointly and severally with its Affiliated Group, agrees to pay and to indemnify and hold the other party harmless from and against the amount of Additional Restructuring Taxes and liability to shareholders allocated to such first party under this subsection 2.3(c).

2.4 Allocation of Tax Liabilities. For purposes of determining whether any Taxes or Tax Items are attributable to the Certegy Group or the Equifax Group and whether any Tax Item is attributable to a Pre-Distribution Period or a Post-Distribution Period, the following principles shall apply:

(a) For purposes of this Agreement, the determination of whether Taxes or Tax Items are "attributable" to a member of the Certegy Group or the Equifax Group shall be made using the methods that Equifax has used in Tax Periods prior to the Distribution Date to allocate its Tax liabilities among the various members of its affiliated group; provided that in any state that imposes income Tax on a unitary basis, such determination for any Straddle Period shall be based on apportionment factors applicable for the businesses and operations of each Group as of the Effective Time notwithstanding any change in apportionment factors resulting from a change in such businesses and operations occurring after the Effective Time. The fact that a member of the Certegy Group or the Equifax Group prepared or filed a return with respect to any Taxes is not relevant in determining whether such Taxes are "attributable" to such member.

(b) The principles of Treasury Regulation Section 1.1502-76(b) as reasonably interpreted and applied by Equifax shall apply in determining whether a Tax Item is attributable to a Tax Period provided that (i) no election shall be made under Treasury Regulation Section 1.1502-76(b)(2)(ii) (relating to ratable allocation of a year's item); and (ii) if the Distribution

Date does not coincide with the end of a calendar month, the provisions of Treasury Regulation Section 1.1502-76(b)(2)(iii) will be applied to ratably allocate the items (other than extraordinary items) for the month that includes the Distribution Date (or the parties shall consistently use such accounting conventions as the parties shall hereafter agree in writing).

(c) In determining the apportionment of Tax Items between Pre-Distribution Periods and Post-Distribution Periods, any Tax Items relating to the Separation and the Distribution shall be treated as an extraordinary item described in Treasury Regulation Section 1.1502-76(b)(2)(ii)(C) and shall be allocated to Pre-Distribution Periods, and any Taxes related to such items shall be treated under Treasury Regulation Section 1.1502-76(b)(2)(iv) as relating to such extraordinary item and shall be allocated to Pre-Distribution Periods.

## 2.5 Certain Representations and Covenants.

(a) The parties hereby make the following representations and covenants.

(i) Certegy for itself and on behalf of each member of the Certegy Group represents to Equifax that the information and representations furnished in any Ruling Document (as modified, qualified or elaborated in any subsequent Ruling Documents) are accurate and complete as of the date hereof, to the extent that such information and representations relate to the Certegy Group or the business or activities of such entity.

(ii) Equifax for itself and on behalf of each member of the Equifax Group represents to Certegy that, as of the date hereof, there is no plan or intention to take any action inconsistent with the information and representations furnished in any Ruling Documents (as modified, qualified or elaborated in any subsequent Ruling Documents).

(iii) Each of Certegy and Equifax respectively represents to the other party that, as of the date hereof, it is not aware of any plan or intention by the current shareholders of Equifax to sell, exchange, transfer by gift, or otherwise dispose of any of their stock in, or securities of, Equifax or Certegy subsequent to the Distribution, except as described in any Ruling Document (as modified, qualified or elaborated in any subsequent Ruling Documents).

(iv) Each of Certegy and Equifax respectively covenants to the other party (A) that it will use its best efforts to verify that the foregoing representations made by it in this Section 2.5(a) are accurate and complete as of the Distribution Date and (B) if, after the date hereof, it obtains information indicating, or otherwise becomes aware, that any such representations are or may be inaccurate or incomplete, that it will promptly inform the other party, as the case may be.

(v) Each of Certegy and Equifax respectively covenants to the other party that it shall treat for income Tax purposes all transactions that are the subject of the Initial IRS Ruling consistently therewith.

(b) Each of Certegy and Equifax covenants to the other party that, except as permitted in Section 2.5(c):

(i) During the two-year period following the Distribution Date, it will not merge or consolidate with any other person, or enter into any transaction that constitutes a liquidation of such entity for federal income tax purposes.

(ii) During the two-year period following the Distribution Date, it will not sell, exchange, distribute or otherwise dispose of assets used in the active conduct of the historic businesses relied upon to satisfy Code section 355(b), if such sale, exchange, distribution, or other disposition would cause Code section 355(b) not to be satisfied if such test were applied immediately after such transaction.

(iii) Following the Distribution, it will, for a minimum of two years, continue the active conduct of the historic businesses relied upon to satisfy Code section 355(b).

(iv) It will not redeem, reacquire or otherwise repurchase stock in a manner contrary to the requirements of Section 4.05 of Revenue Procedure 96-30.

(v) During the two-year period following the Distribution Date, it will not engage in any transaction resulting in the direct or indirect acquisition of such party's stock representing a 50% or greater interest in such party within the meaning of Code section 355(d)(4).

Equifax further covenants that it will prevent any member of the Equifax Group which is a party to the Canadian Restructuring or the U.K. Restructuring (each as defined in Exhibit A) from undertaking any transaction described in Section 2.5(b)(i) through Section 2.5(b)(v) above except as permitted in Section 2.5(c) below. Certegy further covenants that it will prevent any member of the Certegy Group which is a party to the Canadian Restructuring or the U.K. Restructuring from undertaking any transaction described in Section 2.5(b)(i) through Section 2.5(b)(v) above except as permitted in Section 2.5(c) below.

(c) A party may take actions inconsistent with the covenants contained in Section 2.5(b), if prior to taking such action:

(i) Such party obtains an opinion of counsel, which counsel and which opinion are acceptable to the other party in its reasonable discretion, to the effect that such actions should not affect the Federal income Tax treatment of the Separation and the Distribution to the parties and the shareholders of Equifax as set forth in any prior private letter ruling issued by the IRS, it being understood that each party agrees to cooperate with the other party and use its reasonable best efforts to assist the other party in attempting to obtain, as expeditiously as possible, any opinion requested by the other party described in this Section 2.5(c)(i);

(ii) Equifax obtains a Supplemental Ruling to the effect that such actions will not affect the Federal income Tax treatment of the Separation and the Distribution to the parties and the shareholders of Equifax as set forth in any prior private letter ruling issued by the IRS; or

(iii) Such party obtains the written consent of the other party.

(d) Supplemental Rulings.

(i) Equifax agrees that at the reasonable request of Certegy, Equifax shall cooperate with Certegy and use its reasonable best efforts to seek to obtain, as expeditiously as possible, a Supplemental Ruling or other guidance from a Tax Authority for the purpose of confirming (A) the continuing validity of any ruling (including another Supplemental Ruling) previously issued by the IRS or any other Tax Authority, or (B) compliance on the part of a member of the Certegy Group with its obligations under this Section 2.5. Equifax shall be obligated to seek a Supplemental Ruling requested by Certegy unless it reasonably believes that the relevant Tax Authority would not issue such a ruling. Notwithstanding the foregoing sentence, in no event shall Equifax be obligated to file a request for a Supplemental Ruling unless Certegy represents that (a) it has read the request for the Supplemental Ruling and any materials, appendices and exhibits to be submitted or filed therewith ("Supplemental Ruling Documents") and (B) all information (other than information provided by an external expert) and representations, if any, relating to any member of the Certegy Group contained in the Supplemental Ruling Documents are true, correct and complete in all material respects. Certegy shall reimburse Equifax for all reasonable costs and expenses incurred by Equifax in seeking or obtaining a Supplemental Ruling requested by Certegy. Certegy hereby agrees that Equifax shall have sole and exclusive control over the process of obtaining a Supplemental Ruling, and that only Equifax shall apply for a Supplemental Ruling. Certegy further agrees that it shall not seek any guidance from the IRS or any other Tax Authority concerning the Separation and the Distribution except as set forth in this Section 2.5(d).

(ii) If Equifax determines that it will seek a Supplemental Ruling or other guidance from a Tax Authority after the date of this Agreement: (A) Equifax shall keep Certegy informed in a timely manner of all material actions taken or proposed to be taken in connection therewith; (B) Equifax shall (1) reasonably in advance of the submission of any such Supplemental Ruling Documents, provide Certegy with a draft copy thereof, (2) reasonably consider Certegy's comments on such draft copy, and (3) provide Certegy with a final copy of the Supplemental Ruling Documents; and (C) Equifax shall provide Certegy with notice reasonably in advance of, and Certegy shall have the right to attend, any formally scheduled meetings with the Tax Authority (subject to the approval of the Tax Authority) that relate to such Supplemental Ruling.

ARTICLE III  
REFUNDS OF TAXES

3.1 General. Except as provided in Section 3.2, each party shall be entitled to retain or be paid all refunds of Tax received, whether in the form of payment, credit or otherwise, from any Tax Authority with respect to any Tax Returns filed or to be filed by such party or a member of such party's Group in accordance with Article V of this Agreement, provided, however, that Certegy shall be entitled to retain or be paid all such refunds with respect to any Taxes to the extent such Taxes exclusively pertain to property or operations of the Certegy Group. Notwithstanding anything contained in this Section 3.1 to the contrary, Equifax shall be entitled to be paid and to retain, and Certegy shall not be entitled to retain and shall be required to pay over to Equifax, any refunds of Tax received to the extent (i) Equifax indemnified Certegy for the Taxes attributable to such refunds, or (ii) Equifax paid to the Tax Authority the Taxes attributable to such refunds and Equifax has not been indemnified by Certegy.

3.2 Special Refund Claims.

(a) The parties acknowledge that various members of the Equifax Group and the Certegy Group have filed the Special Refund Claims prior to the Effective Date. Notwithstanding any other provision of this Agreement, the parties shall be paid or shall retain any refunds received as a result of the Special Refund Claims as follows:

(i) Until the aggregate amount of Tax refunds received in respect of Special Refund Claims is equal to the product of (A) the balance of general ledger account "Company 25 220-02-06" as of the Effective Time multiplied by (B) 1.8923, Equifax shall be entitled to be paid or to retain all proceeds from Tax refunds received by any party in respect of the Special Refund Claims. Equifax shall be responsible and liable for paying all professional fees and other costs directly related to the pursuit and collection and all Taxes attributable to the receipt of such Tax refunds and shall indemnify and hold harmless Certegy and any member of the Certegy Group against any such fees or Taxes.

(ii) The proceeds of any Tax refunds received by any party in respect of the Special Refund Claims in excess of the amount set forth in Section 3.2(a)(i) shall be shared by the parties in proportion to their respective Special Refund Allocation Ratios. The parties shall be responsible and liable for the cost of all professional fees and other costs and expenses directly related to the pursuit and collection of Special Refund Claims and the collection of Tax refunds (including, without limitation, all Taxes attributable thereto) described in the preceding sentence in proportion to their respective Special Refund Allocation Ratios. Each party shall indemnify the other party for any amounts described in the preceding sentence to the extent that such party (or any member of such party's Group) incurs any such amounts in excess of such party's Special Refund Allocation Ratio.

(b) Each party shall notify the other party promptly of any communication with any Tax Authority relating in whole or in part to any Special Refund Claim. Equifax and

Certegy shall cooperate with each other to allow each party to pursue the Special Refund Claims, and each party agrees to take all actions reasonably necessary or advisable to pursue the collection of all Tax refunds pursuant to the Special Refund Claims; provided that neither party shall have any obligation to take any action that would cause such party to incur additional Taxes (other than Taxes attributable to the receipt of the proceeds of the refund).

(c) In the event that either Equifax or Certegy elects to withdraw from the pursuit of any Special Refund Claim by giving notice of such withdrawal to the other party, the Withdrawing Party (or any member of the Withdrawing Party's Group) shall thereafter have no right to retain or to be paid any Tax refund pursuant to such Special Refund Claim and shall have no obligation to pay any professional fees or other costs or expenses incurred after the date of such notice related to the pursuit of such Special Refund Claim. The Withdrawing Party shall continue to have the obligations described in Section 3.2(b). The remaining party may continue to pursue such Special Refund Claim, and shall be entitled to retain or to be paid all proceeds from any Tax refund received pursuant to such Special Refund Claim.

ARTICLE IV  
CARRYBACKS FROM SEPARATE RETURN YEARS

4.1 General. Notwithstanding anything herein to the contrary, with the prior written consent of Equifax, which consent may not be unreasonably withheld, the Certegy Group may elect to carry back to any Taxable Period beginning before the Distribution Date any Tax Item arising in any Taxable Period beginning after the Distribution Date that the Certegy Group may properly elect to carry back for Federal income Tax purposes or combined state Tax purposes to a Consolidated Return. With respect to any such carryback, Equifax agrees to file such claims for refund and other returns as may be required to claim the Tax refunds attributable to such carryback items and to pay promptly after receipt to Certegy the cash amount of any refunds of Taxes, including the cash amount of any interest resulting from the utilization of such Tax Items, after taking into consideration any resulting increase or decrease in the Tax liability of any member of the Equifax Group. To the extent authorized by law, Equifax shall act as collection agent for the Certegy Group with respect to any such refund.

4.2 Review and Expenses. The amount of any carryback by the Certegy Group shall be reviewed and approved (on the basis of Tax information contained in Certegy's Tax Return) by Equifax's certified public accountants as to the amount and validity of such carryback. Certegy agrees to reimburse Equifax for its reasonable Expenses incurred in reviewing, filing and securing any Certegy refund claims hereunder.

4.3 Subsequent Disallowance. In the event that any Tax attribute for which Equifax has made a payment pursuant to Section 4.1 is subsequently reduced or disallowed, Certegy shall indemnify Equifax and hold it harmless from any Tax liability, including interest and penalties, incurred by reason of such reduction or disallowance.

ARTICLE V  
TAX RETURN PREPARATION

5.1 Consolidated Returns.

(a) Equifax shall prepare and timely file all Consolidated Returns. Certegy shall have a reasonable period under the circumstances to review the 2000 and 2001 Consolidated Returns. The Consolidated Returns shall be prepared and filed by Equifax in compliance with applicable Tax laws and on a basis that is consistent with any Ruling Documents or legal opinion obtained by Equifax in connection with the Distribution or Separation and, subject to the foregoing, consistent with Equifax's prior Consolidated Returns.

(b) Certegy shall be responsible for preparing all information relating to the Certegy Group necessary for Equifax to prepare and file the Consolidated Returns. Such information shall include the annual federal and state, if any, Tax work preparation package, necessary to enable Equifax to prepare the Consolidated Returns, completed and delivered to Equifax on or before the same deadline imposed upon other Equifax business units. Such information shall be used as the basis for Equifax's preparation of the Consolidated Returns.

(c) Equifax shall not make any election or consent in connection with such Consolidated Returns without the consent of Certegy, which consent shall not be unreasonably withheld, unless (i) such election or consent is not binding on any member of the Certegy Group for any Tax Period; or (ii) Certegy may revoke such elections without the consent of any Tax Authority. Certegy and the Certegy Group agree not to elect to be excluded from any such Consolidated Return.

(d) Certegy and the Certegy Group agree to cooperate with Equifax, at Equifax's expense, in the preparation of any valuation studies or other reports which are appropriate or necessary for the preparation of the Consolidated Returns.

5.2 Other Pre-Distribution Returns.

(a) Equifax shall prepare and timely file all other Tax Returns of any member of the Equifax Group or the Certegy Group for all Tax Periods that are exclusively Pre-Distribution Periods and all Straddle Periods. Notwithstanding the foregoing sentence, Certegy shall prepare and timely file Tax Returns for any Pre-Distribution Period and any Straddle Period if such Tax Returns pertain exclusively to property or operations of the Certegy Group; provided that Equifax, at the reasonable request of Certegy, shall file sales and use tax returns pertaining to the operations of the Certegy Group that are required to be filed on or before September 30, 2001. Notwithstanding anything contained in the previous sentence, Equifax shall continue to file all Tax Returns of the members of the Certegy Group for any Pre-Distribution Period if the Tax Returns for such period are required to be filed on or prior to the Distribution Date. Certegy shall have a reasonable period under the circumstances to review each such Tax Return.

(b) Certegy shall reimburse Equifax the aggregate amount of \$63,000.00 for professional fees paid to Tarpley & Underwood, P.C. attributable to the preparation of 2000 and 2001 Tax returns for the Certegy Group, which amount (without interest) shall be payable in six equal monthly installments beginning on July 31, 2001.

5.3 Post-Distribution Returns. Certegy shall prepare and timely file all Tax Returns of any member of the Certegy Group for Tax Periods that are exclusively Post-Distribution Periods, and Equifax shall prepare and timely file all Tax Returns of any member of the Equifax Group for Tax Periods that are exclusively Post-Distribution Periods.

5.4 Cooperation; Exchange of Information. Each party shall be responsible for the timely submission to the other party of information of which it has knowledge regarding any Tax Item which may properly be included in any Tax Return to be filed by the other party or any member of the other party's Affiliated Group, and shall provide any and all other information and documentation (including, but not by way of limitation, working papers and schedules) reasonably requested by the other party for use in connection with the preparation and filing of any Tax Returns.

5.5 Payment of 2000 Certegy Tax Liabilities; Certegy Tax Benefits.

(a) Certegy shall pay to Equifax an amount equal to the aggregate amount of Taxes that would be owed by the Certegy Group for the Tax Period consisting of the 2000 calendar year to the extent that such Taxes must be paid by Equifax as part of a Consolidated Return (the "2000 Certegy Tax Liabilities"). Such amount shall be computed in a manner consistent with Section 2.4, and shall be reduced by any Tax Benefit of Equifax attributable to a Certegy Tax Item. Notwithstanding the above, such amount shall not include amounts related to separate returns filed on a combined or unitary basis, except to the extent consistent with the manner in which the Tax liabilities on such returns were allocated in prior years. Payment of the 2000 Certegy Tax Liabilities shall be due on or before the tenth (10/th/) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax in connection with the filing of Equifax's Consolidated Return for the 2000 calendar year.

(b) Equifax shall pay to Certegy any Tax Benefit of Equifax attributable to a Certegy Tax Item, to the extent that such Tax Benefit exceeds the amount of the 2000 Certegy Tax Liabilities. Payment of such amount shall be due on or before the tenth (10/th/) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax in connection with the filing of Equifax's Consolidated Return for the 2000 calendar year.

5.6 Payment of 2001 Certegy Estimated Tax Liabilities; Adjustment.

(a) Certegy shall pay to Equifax an amount equal to the estimated aggregate amount of Taxes that would be owed by the Certegy Group for the Tax Period consisting of the 2001 calendar year to the extent that such Taxes must be paid by Equifax as part of a Consolidated Return (the "2001 Certegy Estimated Tax Liabilities"). Such estimated amount shall be computed in a manner consistent with Section 2.4, and shall be reduced by any Tax Benefit of Equifax attributable to a Certegy Tax Item. Notwithstanding the above, such estimated amount shall not include amounts related to separate returns filed on a combined or unitary basis, except to the extent consistent with the manner in which the Tax liabilities on such returns were allocated in prior years. Payment of the 2001 Certegy Estimated Tax Liabilities shall be due on or before the tenth (10/th/) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax.

(b) Upon the filing of the Consolidated Return for the Equifax Group's Tax Period ending December 31, 2001, the 2001 Certegy Estimated Tax Liabilities previously computed shall be restated and adjusted by Equifax based upon information then available. An adjusting payment shall be made by Equifax or Certegy as shall be required by any restatement or adjustment of the 2001 Certegy Estimated Tax Liabilities. Such payment shall be due on or before the tenth (10th) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax.

(c) Equifax shall pay to Certegy any Tax Benefit of Equifax attributable to a Certegy Tax Item, to the extent that such Tax Benefit exceeds the amount of the 2001 Certegy Tax Liabilities. Payment of such amount shall be due on or before the tenth (10th) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax in connection with the filing of Equifax's Consolidated Return for the 2001 calendar year.

ARTICLE VI  
TAX CONTROVERSIES AND RECORDS

6.1 Tax Controversies.

(a) Each of Certegy and Equifax shall have full responsibility and discretion in handling, settling, or contesting any Tax Controversy involving a Tax for which such party is liable pursuant to Article II of this Agreement. If a Tax Controversy proceeding involves both (i) one or more issues that would result in Taxes for which Equifax is liable under this Agreement and (ii) one or more issues that would result in Taxes for which Certegy is liable under this Agreement, then Equifax and Certegy shall cooperate with each other to allow each party to conduct the Tax Controversy with respect to those issues that would result in Taxes for which such party is liable. Furthermore, Equifax may participate in any Tax Controversy with respect to Restructuring Taxes regardless of whether it has liability or indemnification obligations with respect to such Taxes under this Agreement.

(b) The party responsible for any Tax Controversy shall use all reasonable efforts (taking into consideration all relevant facts and circumstances known to the party) to resist any deficiency assertions by any Tax Authority regardless of which party is ultimately responsible for any such Tax under this Agreement.

(c) Equifax shall notify Certegy promptly of any communication with the IRS or other Tax Authority relating in whole or in part to any Certegy Issue.

(i) Certegy shall have 30 days after receipt of such notice from Equifax within which to object to the proposed adjustment relating to a Certegy Issue (that is not an Equifax Issue). If Certegy does not notify Equifax within such 30 day period that it objects to the proposed adjustment, then subsections 6.1(c)(ii) through 6.1(c)(v) below shall not apply, and Equifax shall have exclusive control over all stages of the Tax Controversy, including full authority to determine whether and in what manner to contest or compromise the issue, unless and until Certegy so notifies Equifax.

(ii) If Certegy notifies Equifax that it objects to the proposed adjustment relating to a Certegy Issue (that is not an Equifax Issue), then Equifax shall not thereafter consent to the adjustment or compromise of such Certegy Issue without the consent of Certegy, but shall cooperate with Certegy to resolve the Certegy Issue on a basis acceptable to Certegy. Prior to the issuance of a notice of proposed adjustment or similar stage in the proceedings, however, Equifax shall be responsible for the conduct of the audit, including matters pertaining to such Certegy Issue. Equifax shall notify Certegy in advance of any conferences, meetings, and proceedings pertaining to the audit and, at its own expense, Certegy shall have the right to attend all such proceedings with any Tax Authority, the subject matter of which is or includes such Certegy Issue.

(iii) Upon the issuance of a notice of proposed adjustment or similar stage in the proceedings, Certegy shall assume the conduct of all further proceedings, with counsel selected by it, at Certegy's sole expense, insofar as the proceedings relate to a Certegy Issue (that is not an Equifax Issue), and thereafter Certegy and Equifax shall jointly be responsible for the conduct of proceedings to contest such Certegy Issue.

(iv) In the event that Equifax receives a notice of deficiency from the IRS, or a similar notice from any other Tax Authority, and such notice relates exclusively to one or more Certegy Issues (none of which are Equifax Issues) and does not relate to an Equifax Issue then:

(A) upon receiving a written request from Certegy, given no later than a date reasonably necessary to permit preparation and timely filing of a petition in the United States Tax Court for redetermination of the deficiency, or a court of similar jurisdiction with respect to Taxes imposed by any other Tax Authority, Equifax shall timely file such petition (at Certegy's sole expense); or

(B) If (1) Certegy does not request Equifax to file a petition for redetermination of the deficiency pursuant to subsection 6.1(c)(iv)(A) hereof, (2) Certegy requests that Equifax file a claim for refund, and (3) Certegy provides Equifax with sufficient funds to pay the deficiency relating to the Certegy Issue, then Equifax (at Certegy's sole expense) shall file a claim for refund thereof and, if the claim is denied, bring an action in a court of competent jurisdiction seeking such refund.

(C) In the event that a judgment of the United States Tax Court or other court of competent jurisdiction results in an adverse determination with respect to the Certegy Issue, then Certegy shall have the right to cause Equifax to appeal from such adverse determination at Certegy's sole expense.

(D) Certegy and its representatives, at Certegy's sole expense, shall be entitled to the extent permitted by law to participate in (1) all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is a Certegy Issue (that is not an Equifax Issue), and (2) all appearances

before any court, the subject matter of which is a Certegy Issue (that is not an Equifax Issue). The right to participate referred to in this subsection 6.1(c)(iv)(D) hereof shall include the submission and content of documentation, memoranda of fact and law and briefs, the conduct of oral arguments or presentations, the selection of witnesses, and the negotiation of stipulations of fact with respect to a Certegy Issue (that is not an Equifax Issue).

(v) If the proposed adjustment relating to a Certegy Issue is also an Equifax Issue (or if the proposed adjustment relates solely to an Equifax Issue that is not a Certegy Issue), then Equifax shall be fully responsible for the conduct of the Tax Controversy, including matters pertaining to any Certegy Issue, but Equifax shall use reasonable efforts to involve Certegy in the conduct of the Tax Controversy insofar as it relates to any Certegy Issue. Equifax shall notify Certegy in advance of any such proceedings and, at its own expense, Certegy may attend all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is or includes any Certegy Issue. Certegy shall use all reasonable efforts to assist Equifax in resisting any deficiency assertions by any Tax Authority relating to any such Certegy Issue.

(d) Certegy shall notify Equifax promptly of any communication with the IRS or other Tax Authority relating in whole or in part to any Equifax Issue.

(i) Equifax shall have 30 days after receipt of such notice from Certegy within which to object to the proposed adjustment relating to an Equifax Issue (that is not a Certegy Issue). If Equifax does not notify Certegy within such 30 day period that it objects to the proposed adjustment, then subsections 6.1(d)(ii) through 6.1(d)(v) below shall not apply, and Certegy shall have exclusive control over all stages of the Tax Controversy, including full authority to determine whether and in what manner to contest or compromise the issue, unless and until Equifax so notifies Certegy.

(ii) If Equifax notifies Certegy that it objects to the proposed adjustment relating to an Equifax Issue (that is not a Certegy Issue), then Certegy shall not thereafter consent to the adjustment or compromise of such Equifax Issue without the consent of Equifax, but shall cooperate with Equifax to resolve the Equifax Issue on a basis acceptable to Equifax. Prior to the issuance of a notice of proposed adjustment or similar stage in the proceedings, however, Certegy shall be responsible for the conduct of the audit, including matters pertaining to such Equifax Issue. Certegy shall notify Equifax in advance of any conferences, meetings, and proceedings pertaining to the audit and, at its own expense, Equifax shall have the right to attend all such proceedings with any Tax Authority, the subject matter of which is or includes such Equifax Issue.

(iii) Upon the issuance of a notice of proposed adjustment or similar stage in the proceedings, Equifax shall assume the conduct of all further proceedings, with counsel selected by it, at Equifax's sole expense, insofar as the proceedings relate to an Equifax Issue (that is not a Certegy Issue), and thereafter

Certegy and Equifax shall jointly be responsible for the conduct of proceedings to contest such Equifax Issue.

(iv) In the event that Certegy receives a notice of deficiency from the IRS, or a similar notice from any other Tax Authority, and such notice relates exclusively to one or more Equifax Issues (none of which are Certegy Issues) and does not relate to a Certegy Issue then:

(A) upon receiving a written request from Equifax, given no later than a date reasonably necessary to permit preparation and timely filing of a petition in the United States Tax Court for redetermination of the deficiency, or a court of similar jurisdiction with respect to Taxes imposed by any other Tax Authority, Certegy shall timely file such petition (at Equifax's sole expense); or

(B) If (1) Equifax does not request Certegy to file a petition for redetermination of the deficiency pursuant to subsection 6.1(d)(iv)(A) hereof, (2) Equifax requests that Certegy file a claim for refund, and (3) Equifax provides Certegy with sufficient funds to pay the deficiency relating to the Equifax Issue, then Certegy (at Equifax's sole expense) shall file a claim for refund thereof and, if the claim is denied, bring an action in a court of competent jurisdiction seeking such refund.

(C) In the event that a judgment of the United States Tax Court or other court of competent jurisdiction results in an adverse determination with respect to the Equifax Issue, then Equifax shall have the right to cause Certegy to appeal from such adverse determination at Equifax's sole expense.

(D) Equifax and its representatives, at Equifax's sole expense, shall be entitled to the extent permitted by law to participate in (1) all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is an Equifax Issue (that is not a Certegy Issue), and (2) all appearances before any court, the subject matter of which is an Equifax Issue (that is not a Certegy Issue). The right to participate referred to in this subsection 6.1(d)(iv)(D) shall include the submission and content of documentation, memoranda of fact and law and briefs, the conduct of oral arguments or presentations, the selection of witnesses, and the negotiation of stipulations of fact with respect to an Equifax Issue (that is not a Certegy Issue).

(v) If the proposed adjustment relating to an Equifax Issue is also a Certegy Issue (or if the proposed adjustment relates solely to a Certegy Issue that is not an Equifax Issue), then Certegy shall be fully responsible for the conduct of the Tax Controversy, including matters pertaining to any Equifax Issue, but Certegy shall use reasonable efforts to involve Equifax in the conduct of the Tax Controversy insofar as it relates to any Equifax Issue. Certegy shall notify Equifax in advance of any such proceedings and, at its own expense, Equifax may attend all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is or includes any Equifax Issue. Certegy shall use all

reasonable efforts to assist Equifax in resisting any deficiency assertions by any Tax Authority relating to any such Equifax Issue.

#### 6.2 Cooperation.

(a) Equifax and Certegy agree to afford full cooperation to one another and to their respective representatives, if any, in any Tax Controversy involving:

(i) any Tax Return filed or required to be filed by or for any member of the Equifax Group or the Certegy Group for any Pre-Distribution Period, or

(ii) any item or issue affecting Equifax's or Certegy's potential liability hereunder.

(b) Such cooperation shall include, but not by way of limitation:

(i) preparing responses to information requests by any Tax Authority;

(ii) making available books, records and other documentation (including, but not by way of limitation, working papers and schedules) relevant to such proceeding, and systems support for documentation furnished in electronic form;

(iii) making directors, officers, or employees available to appear in person for interview or for testimony;

(iv) making employees available on a mutually convenient basis to provide additional information and explanation of materials provided hereunder;

(v) executing powers of attorney, tax information authorizations and any other necessary or appropriate authorizations;

(vi) executing agreements with the Tax Authority or other documents reasonably necessary or appropriate for the settlement or pursuit of the contest of such issue; and

(vii) doing whatever is reasonable under the circumstances to assist the other party in proving that a transaction on or after the Distribution Date does not give rise to Additional Restructuring Taxes.

6.3 Record Retention. The parties, on behalf of themselves and the members of their respective Affiliated Groups, agree to retain all books, records, returns, schedules, documents and all material papers or relevant items of information for periods prior to the Distribution Date for the later of (a) seven (7) years or (b) the full period of the applicable statute of limitations, including any extensions thereof. If, under legislation enacted after the date of this Agreement, the statute of limitations with respect to a transaction does not begin to run until the IRS or other Tax Authority is notified of the transaction, then the statute of limitations for

purposes of clause (b) of this Section 6.3 shall also not begin to run until such notification is given.

ARTICLE VII  
PAYMENTS

7.1 Payments in General. Any amount required to be paid by one party to the other pursuant to this Agreement (other than the payments described in Sections 5.5 and 5.6 and subsection 6.1(c)(iv)(B) and 6.1(d)(iv)(B)) shall be paid in immediately available funds within thirty (30) days after written demand therefor from the other party given after a Final Determination of the amount thereof.

7.2 Treatment of Payments. In absence of any change in Tax treatment under the Code or other applicable Tax law, (a) any payments made pursuant to this Agreement by Certegy to Equifax shall be reported for Tax purposes by the parties as a distribution from Certegy to Equifax occurring on the Distribution Date immediately before the Distribution; and (b) any payments made pursuant to this Agreement by Equifax to Certegy shall be reported for Tax purposes by the parties as a contribution to the capital of Certegy by Equifax occurring on the Distribution Date immediately before the Distribution.

7.3 Interest on Late Payments. Any amount payable under this Agreement by one party to another party shall, if not paid within ten (10) business days after the due date specified in this Agreement, bear interest from such due date until the date paid at the applicable Federal "short term rate" as defined in section 6621 of the Code in effect on the due date.

7.4 Notice. Equifax and Certegy shall give each other prompt notice of any payment that may be due under this Agreement.

7.5 Tax Items. Except to the extent already provided for in this Agreement, the amount of any indemnification payment required hereunder shall be reduced to take into account the Tax Benefit, if any, allowable to the indemnified party resulting from the event giving rise to such indemnification payment and shall be increased to take into account additional Taxes, if any, incurred by the indemnified party resulting from the receipt of such indemnification payment and any additional payment required by this section. The parties will cooperate with each other in good faith to determine the amounts described in this section.

ARTICLE VIII  
ADMINISTRATIVE PROVISIONS

8.1 Interest. Except as expressly provided herein, no obligation to pay or right to collect interest or other amounts shall arise by virtue of this Agreement.

8.2 Agency. It is understood and acknowledged that in accordance with Regulations section 1.1502-77, Equifax, as the common parent, is the agent for the members of the Affiliated Group of which Equifax is the common parent (including all members of the Certegy Group with respect to taxable years beginning before the Distribution Date) with respect to all matters referred to therein.

8.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement hereby agrees to be responsible for all of the costs and expenses which it may incur in carrying out its duties hereunder.

ARTICLE IX  
DISPUTE RESOLUTION

Any controversy or claim between the parties arising out of or relating to this Agreement, or the breach hereof not resolved in the normal course of business shall be resolved pursuant to Section 15.10 of the Distribution Agreement, which provisions are hereby incorporated herein by this reference thereto.

ARTICLE X  
MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

10.2 Severability. The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

10.3 Amendment and Waiver. This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

10.4 Successors and Assigns. Except to the extent provided by operation of law or as provided herein, neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of each other party. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of each party. If one or more persons acquires all or substantially all of the assets of Equifax or Certegy, Equifax and Certegy each agree that, as a condition to the closing of such acquisition, such person or persons must agree to indemnify the nonacquired party for any Restructuring Taxes incurred by that party as a result of such acquisition.

10.5 Term. This Agreement shall commence on the date of execution indicated above and shall continue in effect until otherwise agreed to in writing by the parties or their successors and assigns.

10.6 Guarantee of Performance; Rights Confined to Parties.

(a) Each party hereby guarantees the performance of all actions, covenants, agreements, and obligations provided under this Agreement of each of its subsidiaries. Each party shall, upon the written request of the other party, cause any of its subsidiaries to formally execute this Agreement.

(b) Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group.

10.7 Notices. All notices and communications under this Agreement shall be in writing and shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, and, (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows::

If to Equifax, to: Equifax Inc.  
1550 Peachtree Street, N.W.  
Atlanta, Georgia 30309  
Attention: Phillip J. Mazzilli, Chief  
Financial Officer

with a copy to: Equifax Inc.  
  
1550 Peachtree Street, N.W.  
Atlanta, Georgia 30309  
Attn: Kent E. Mast, General  
Counsel

If to Certegy, to: Certegy Inc.  
555 NorthPointe Centre East  
Alpharetta, Georgia 30022  
Attn: Bruce S. Richards, Corporate  
Vice President, General Counsel  
and Secretary

with a copy to: Certegy Inc.  
P.O. Box 349  
Alpharetta, Georgia 30009  
Attn: Michael T. Volkommer,  
Corporate Vice President and  
Chief Financial Officer

Either party may, by written notice delivered to the other party in accordance with this Section 10.7, change the address to which delivery of any notice shall thereafter be made.

10.8 Further Assurances and Consents. In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

10.9 Headings. The Article and Section headings set forth in this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

10.10 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state.

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

10.12 Prior Tax Sharing Agreements. This Agreement shall supersede any and all tax sharing and indemnification (or similar) agreements between any of the members of the Equifax Group, on the one hand, and any of the members of the Certegy Group, on the other hand.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

-----  
Title: Corporate Vice President,  
General Counsel and Secretary

CERTEGY INC.

By: /s/ Bruce S. Richards

-----  
Title: Corporate Vice President,  
General Counsel and Secretary

EXHIBIT A  
Foreign Restructuring

1. Transfer of shares of Acrofax, Inc. from Equifax Credit Information Services, Inc. to Equifax and transfer of shares of Telecredit Canada Inc. from Equifax Canada Inc. to Equifax, including all interim transactions related to such transfer (the "Canadian Restructuring").
2. Transfer of shares of Procard S.A. from Equifax de Chile, S.A. to Payment Chile, S.A. ("Payment Chile") and transfer of shares of Payment Chile to Payment South America Holdings, Inc. ("Payment South America"), including all interim transactions related to such transfers (the "Chilean Restructuring").
3. Transfer of shares of Unnisa-Solucoes em Meios de Pagamento Ltda. ("Unnisa"), Equifax Cayman Islands, Ltd. and Partech Ltda. ("Partech") from Equifax do Brasil Ltda to Payment Brasil Holdings Ltda. ("Payment Brazil") and transfer of shares of Payment Brazil to Payment South America, including all interim transactions related to such transfers (the "Brazilian Restructuring").
4. Transfer of certain assets of Equifax plc related to U.K. Payment Services Business and stock of Transax plc and Certegy Card Solutions Ltd. to Certegy Ltd. ("Certegy U.K."), and transfer of shares of Certegy U.K. to Equifax, including all interim transactions related to such transfers (the "U.K. Restructuring").

EXHIBIT B  
Contemplated Restructuring Taxes

1. Canadian income/withholding Tax on Canadian Restructuring transactions.
2. Income/capital gain Tax on Brazilian Restructuring transactions.
3. Income/capital gain Tax on Chilean Restructuring transactions.

## EXHIBIT C

## SPECIAL REFUND CLAIMS

----- Jurisdiction	----- Tax Year
Alabama -- income & franchise tax	1996, 1997, 1998
Alaska	1998
Arizona	1997, 1998
California	Pre -- 1996, 1996, 1997, 1998
Colorado	1997
Connecticut	1998
Delaware	1998
Florida	Pre -- 1996, 1996, 1997, 1998
Georgia	1996, 1997, 1998, 1999
Idaho	1996, 1997, 1998
Illinois	1996, 1997, 1998, 1999
Indiana	1998
Iowa	1999
Kansas	1996
Kentucky	1997, 1998
Louisiana	Pre -- 1996, 1996, 1997, 1998, 1999
Massachusetts	1998
Michigan	Pre -- 1996, 1996, 1998
Minnesota	1999
Mississippi	1996, 1999
Missouri	1996, 1997, 1998, 1999
Missouri Franchise	1996
Montana	1996, 1997, 1998
New Hampshire	1996
New Jersey	Pre -- 1996, 1996, 1997, 1998
New Mexico	1996, 1997, 1998
New York state	1996, 1997, 1998
New York MTA	1996, 1997, 1998
New York city	1996, 1997, 1998
North Carolina	1996, 1997, 1998
Ohio	1996, 1997, 1998
Oregon	1998
Pennsylvania	1996, 1997, 1998
Philadelphia	1997, 1998
South Carolina	1997, 1998
Tennessee	1996, 1997
Utah	1997
Virginia	1996, 1997
Other Franchise	Other refund claims totaling \$50,736.

INTELLECTUAL PROPERTY AGREEMENT

BETWEEN

EQUIFAX INC.

AND

CERTEGY INC.

JUNE 30, 2001

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## INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT ("Agreement"), dated as of June 30, 2001, is entered into by Equifax Inc., a Georgia corporation ("Equifax"), and Certegy Inc., a Georgia corporation ("Certegy").

## BACKGROUND

A. Certegy is a wholly owned subsidiary of Equifax formed among other reasons for the purpose of taking title to the intellectual property assets and assuming the associated liabilities related to the business operations of the Certegy Group (as defined below).

B. The Board of Directors of Equifax has determined that it is in the best interests of Equifax and its shareholders to transfer, assign and/or license to, or acquire on behalf of, Certegy and Designated Certegy Members (defined below), as part of the contribution to the capital of Certegy, certain intellectual property assets used in the business operations of the Certegy Group as described herein and currently utilized to operate the Certegy Business (as defined below), and to receive in exchange therefor the consideration described in the Distribution Agreement (as defined below).

C. The Board of Directors of Certegy has determined that it is in the best interests of Certegy and its shareholders to transfer, assign and/or license to, or acquire on behalf of, Equifax and Designated Equifax Members (defined below) certain intellectual property assets.

D. The parties intend that the Distribution (as defined in the Distribution Agreement) not be taxable to Equifax or its shareholders pursuant to Section 355 of the Code (as defined below).

E. Equifax and its Affiliates (defined below) own certain intellectual property that is used in, or may be useful in, the conduct of the business operations of the Equifax Group (defined below) and/or the Certegy Group. Equifax and Certegy have determined that subject to the terms herein: (1) ownership of certain of such intellectual property shall be transferred to the entity specified in this Agreement on or before the Distribution Date (defined below); (2) certain intellectual property owned by Equifax and/or its Affiliates shall be licensed to the entity(ies) specified in this Agreement on or before the Distribution Date; and (3) the respective rights and obligations of Equifax and/or its Affiliates under certain Third Party Agreements (defined below) shall be acquired, assumed or otherwise transferred to the entity(ies) specified in this Agreement, subject to the consent of the applicable Third Party Provider (defined below).

F. The parties have determined that it is necessary and desirable to describe the principal transactions required to effect the allocation of their respective intellectual property rights in conjunction with the Distribution and to set forth other agreements that will govern certain other matters regarding the parties' respective intellectual property rights following the Distribution.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions

As used herein, the following terms have the following meanings:

(a) "Action" means any claim, suit, arbitration, inquiry, proceeding or investigation by or before any court, governmental or other regulatory or administrative agency or commission or any other tribunal.

(b) "Affiliate" means, with respect to Equifax, any Person, which, whether directly or indirectly, is Controlled by or is under common Control with Equifax prior to the Distribution Date.

(c) "Certegy Business" means the businesses conducted by the members of the Certegy Group as of the Distribution Date.

(d) "Certegy Continued Use Materials" means any and all IP Assets (other than Transferred Assets) owned and/or held by a member of the Equifax Group that satisfy each of the following criteria: (i) such IP Assets were used in the Certegy Business during the twelve (12) calendar months prior to the Distribution Date and for which a continuing business requirement exists on the Distribution Date, and (ii) such IP Assets or the services, information or deliverables produced with such IP Assets (A) are not made commercially available by the Equifax Group to third parties on the Distribution Date, and (B) are not made available to the Certegy Group after the Distribution Date pursuant to the Intercompany Data Purchase Agreement or the Transition Support Agreement.

(e) "Certegy Enhancements" means software and/or associated documentation created by or for any member of the Certegy Group on or after the Closing Date, that provides processing capabilities, functionality or efficiencies, maintenance, bug fixes or updates not contained in the Transferred Equifax Assets as of the Closing Date and which is intended for use with and requires a portion of the Transferred Equifax Assets in order to function properly.

(f) "Certegy Group" means the entities set forth on Exhibit A and any of their respective subsidiaries.

(g) "Certegy Indemnitees" has the meaning given in Section 7.2.

(h) "Certegy Liabilities" means all unsatisfied Liabilities, whether arising before, on or after the Distribution Date, based upon or arising out of the ownership, use or possession by the Certegy Group of the Transferred Equifax Assets, the Licensed Equifax Materials or the Equifax Marks.

(i) "Certegy Third Party Use Rights" means the rights granted to or secured for Equifax or one or more Designated Equifax Members pursuant to Section 3.1(b) (ii).

(j) "Closing Date" means the Effective Time, as defined in the Distribution Agreement.

(k) "Code" means the Internal Revenue Code of 1986, as amended.

(l) "Company Information" means collectively the Proprietary Information and the Confidential Information of the disclosing party. Company Information also includes information that has been disclosed to Equifax or any of its Affiliates prior to the Distribution Date, or to any member of either Group after the Distribution Date, by a third party subject to an obligation to treat such information as confidential or secret.

(m) "Confidential Information" means any and all confidential business information of the disclosing party that does not constitute Proprietary Information and that is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy and confidentiality, including without limitation, the existence and nature of the relationship between the parties, employees of the disclosing party, and any and all additional information disclosed by the disclosing party to the receiving party as a result of the receiving party's access to and presence at the disclosing party's facilities.

(n) "Control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of an entity, or other possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities by contract, or otherwise.

(o) "Derivative Work" means a work based on one or more pre-existing works, including without limitation, a condensation, transformation, expansion or adaptation, that would constitute a copyright infringement if prepared without authorization of the owner of the copyright of such pre-existing work.

(p) "Designated Certegy Member" means a member of the Certegy Group, as designated by Certegy in its sole discretion.

(q) "Designated Equifax Member" means a member of the Equifax Group, as designated by Equifax in its sole discretion.

(r) "Disputes" has the meaning given in the Distribution Agreement.

(s) "Distribution Agreement" means that certain Distribution Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(t) "Distribution Date" means the day as of which the Distribution shall be effective, as determined by the Board of Directors of Equifax, or such committee of such Board of Directors as shall be designated by the Board of Directors of Equifax.

(u) "Divested Business" means the sale or other transfer of a member of either Group, or a portion of the business operations of any such member, to an unrelated third party after the Distribution Date.

(v) "Equifax Business" means the businesses now or formerly conducted by Equifax and its present and former Affiliates, other than the Certegy Business.

(w) "Equifax Continued Use Materials" means any and all IP Assets (other than Transferred Assets) owned and/or held by a member of the Certegy Group that satisfy each of the following criteria: (i) such IP Assets were used in the Equifax Business during the twelve (12) calendar months prior to the Distribution Date and for which a continuing business requirement exists on the Distribution Date, and (ii) such IP Assets or the services, information or deliverables produced with such IP Assets (A) are not made commercially available by the Certegy Group to third parties on the Distribution Date, and (B) are not made available to the Equifax Group after the Distribution Date pursuant to the Intercompany Data Purchase Agreement or the Transition Support Agreement.

(x) "Equifax Enhancements" means software and/or associated documentation created by or for any member of the Equifax Group on or after the Closing Date, that provides processing capabilities, functionality or efficiencies, maintenance, bug fixes or updates not contained in the Transferred Certegy Assets on the Closing Date and which is intended for use with and requires a portion of the Transferred Certegy Assets in order to function properly.

(y) "Equifax Group" means Equifax and its Affiliates existing on the Distribution Date and as modified from time to time thereafter, excluding all members of the Certegy Group.

(z) "Equifax Indemnitees" has the meaning given in Section 7.1.

(aa) "Equifax Liabilities" means all unsatisfied Liabilities, whether arising before, on or after the Distribution Date, based upon or arising out of the ownership, use or possession by the Equifax Group of the Transferred Certegy Assets or the Licensed Certegy Materials.

(bb) "Equifax Marks" mean the Marks owned by Equifax or its Affiliates.

(cc) "Equifax Third Party Use Rights" means the rights granted to or secured for Certegy or one or more Designated Certegy Members pursuant to Section 3.1(a) (ii).

(dd) "Group" means the Certegy Group and/or the Equifax Group.

(ee) "Indemnifiable Losses" has the meaning given in Section 7.1.

(ff) "Indemnified Party" has the meaning given in Section 8.1.

(gg) "Indemnifying Party" has the meaning given in Section 8.1.

(hh) "Intercompany Data Purchase Agreement" means that certain Intercompany Data Purchase Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(ii) "IP Assets" means all intellectual property rights in and to any ideas, trade secrets, specifications, designs, masks, mask works, copyrights, patents, Marks and other proprietary rights, of every kind and description, wherever located, including without limitation, all electronic circuit designs, works of authorship, databases, compositions of matter, computer software (whether such computer software constitutes custom software, firmware or systems created by, or for the exclusive use of either party, or otherwise), algorithms, and works of authorship expressing such algorithms.

(jj) "Liabilities" means any and all claims, debts, liabilities and obligations, absolute or contingent, matured or not matured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, with respect to a specified object, matter, contract, commitment or undertaking, including without limitation, all claims, debts, liabilities and obligations arising under any law, rule, regulation, action, order or consent decree of any governmental entity or any award of any arbitrator of any kind, related thereto or arising under any contract, commitment or undertaking relating to such specified object, matter, contract, commitment or undertaking.

(kk) "Licensed Certegy Materials" means those IP Assets identified on Exhibit K and the Equifax Continued Use Materials.

(ll) "Licensed Equifax Materials" means those IP Assets identified on Exhibit J and the Certegy Continued Use Materials.

(mm) "Licensed Materials" means the Licensed Certegy Materials and/or Licensed Equifax Materials.

(nn) "Marks" means trademarks, service marks, domain names, tradenames, and other slogans, designs and distinctive advertising, whether or not registered or filed with any governmental agency.

(oo) "Person" means an individual, partnership, joint venture, association, corporation, limited liability company, trust or any other legal entity.

(pp) "Proprietary Information" means all non-public information whether tangible or intangible related to the services or business of the disclosing party that (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by another Person who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy, including without limitation, (A) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; (B) identifying any

oral communication as confidential immediately before, during, or after such oral communication; or (C) otherwise treating such information as confidential or secret. Assuming the criteria in clauses (i) and (ii) above are met, Proprietary Information includes information, without regard to form, including, but not limited to, technical and nontechnical data, databases, formulas, patterns, designs, compilations, computer programs and software, devices, inventions, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers and suppliers (which are not commonly known by or available to the public), research, development, and existing and future products.

(qq) "Related Agreements" means all of the written agreements, instruments, understandings, assignments or other arrangements entered into in connection with the transactions contemplated hereby (other than this Agreement), including without limitation, the Distribution Agreement, Intercompany Data Purchase Agreement and Transition Support Agreement.

(rr) "Representatives" means, individually and collectively, officers, directors, employees, agents, and/or independent contractors of each member of the Group.

(ss) "Required Consents" means any consents or approvals required to be obtained (i) to allow the transfer of any assets to and the assumption of the obligations attendant therewith by a party and release of the transferring party from such obligations; (ii) to allow a party to assume financial, support, operational, management and/or administrative responsibility for the Third Party Rights utilized in the operation of the Equifax Business or Certegy Business, respectively; (iii) for the licensing, acquiring, transfer and/or grant of the rights to the Equifax Group or Certegy Group, respectively, to use the Third Party Rights as contemplated by this Agreement; and/or (iv) for a party to have access to and use of the space, equipment, software and/or third party services provided under the Third Party Agreements entered into by the other party as contemplated by this Agreement.

(tt) "Third Party Agreements" means agreements, contracts or arrangements between Equifax and/or its Affiliates, on the one hand, and a Third Party Provider, on the other.

(uu) "Third Party Claim" has the meaning given in Section 8.2.

(vv) "Third Party Provider" means a Person other than a member of either Group that provides products, software, services, maintenance and/or support to Equifax or one or more of its Affiliates.

(ww) "Third Party Rights" means rights granted to Equifax and/or its Affiliates pursuant to a Third Party Agreement, including (i) all service, support and maintenance rights related thereto or attendant therewith, and (ii) all contractual rights, commitments, undertakings and obligations (including service, data processing, support and maintenance rights and obligations) attendant therewith or directly related thereto.

(xx) "Third Party Use Rights" means the respective Equifax Third Party Use Rights and Certegy Third Party Use Rights.

(yy) "Transferred Assets" means the Transferred Equifax Assets and Transferred Certegy Assets.

(zz) "Transferred Equifax Assets" means the assets to be acquired on behalf of, or transferred to, Certegy or one or more Designated Certegy Members as described in Section 2.1.

(aaa) "Transferred Equifax Third Party Agreements" means the Third Party Agreements, the rights and obligations of which are to be acquired on behalf of, or transferred to, Certegy or one or more Designated Certegy Members pursuant to Section 3.1(a)(i).

(bbb) "Transferred Certegy Assets" means the assets to be acquired on behalf of, or transferred to, Equifax or the one or more Designated Equifax Members as described in Section 2.2.

(ccc) "Transferred Certegy Third Party Agreements" means the Third Party Agreements, the rights and obligations of which are to be acquired on behalf of, or transferred to, Equifax or one or more Designated Equifax Members pursuant to Section 3.1(b)(i).

(ddd) "Transferred Third Party Agreements" means the respective Transferred Equifax Third Party Agreements and/or the Certegy Transferred Third Party Agreements.

(eee) "Transition Support Agreement" means that certain Transition Support Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(fff) "Utility Software Programs" means the software programs set forth on Exhibit L.

## ARTICLE II

### CONVEYANCE OF CERTAIN ASSETS; ASSUMPTION OF CERTAIN LIABILITIES

#### Section 2.1. Transferred Equifax Assets.

Effective as of the Closing Date, and subject to Sections 2.3 and 2.4 and Article III hereof, Equifax agrees, at its expense, to transfer, or cause to be transferred, to Certegy or to a Designated Certegy Member all right, title and interest held by Equifax and/or its Affiliates as of the Closing Date in and to each of the assets identified on Exhibit B hereto, subject to the retained rights described therein. Except as set forth on Exhibit B, no other assets (other than Transferred Equifax Third Party Agreements) are being transferred by Equifax (or a member of the Equifax Group) pursuant to this Agreement.

#### Section 2.2. Transferred Certegy Assets.

Effective as of the Closing Date, and subject to Sections 2.3 and 2.4 and Article III hereof, Certegy agrees to transfer, or cause to be transferred, to Equifax or to a Designated Equifax Member all right, title and interest held by the members of the Certegy Group as of the Closing Date in and to each of the assets identified on Exhibit E, subject to the retained rights

described therein. Except as set forth on Exhibit E, no other assets (other than Transferred Certegy Third Party Agreements) are being transferred by Certegy (or a member of the Certegy Group) pursuant to this Agreement. The expenses payable to third parties that are not members of either Group to effect such transfers shall be the financial responsibility of Equifax.

Section 2.3. Assumption of Liabilities.

(a) As of the Closing Date, Equifax shall, or shall cause the respective Designated Equifax Member to, assume all payment and performance obligations attendant with the Transferred Certegy Assets and the Equifax Liabilities, including, without limitation, the Liabilities identified on Exhibit H.

(b) As of the Closing Date, Certegy shall, or shall cause the respective Designated Certegy Member to, assume all payment and performance obligations attendant with the Transferred Equifax Assets and the Certegy Liabilities, including, without limitation, the Liabilities identified on Exhibit I.

Section 2.4. Completion of Transactions.

(a) In the event that any conveyance of a Transferred Asset, Transferred Third Party Agreement, or the provision of a Third Party Right or Third Party Use Right, or assumption of any Liability, required by this Agreement is not effected on or before the Closing Date, the obligation to transfer such Transferred Asset or Transferred Third Party Agreement, provide such Third Party Right or Third Party Use Right, and assume such Liability shall continue past the Closing Date and shall be effected by the parties as soon thereafter as practicable; provided, however, that neither party shall be obligated under this paragraph to transfer any Transferred Third Party Agreement and/or provide Third Party Use Rights that either (i) did not exist as of the Closing Date or (ii) are no longer required by the party who is the intended transferee of the respective Third Party Agreement or is entitled to receive the Third Party Use Rights for the continued operation of such party's business.

(b) If any Transferred Asset or Transferred Third Party Agreement may not be transferred or acquired by reason of a requirement to obtain a Required Consent or any other approval of any third party and such Required Consent or other approval has not been obtained by the Closing Date, then such Transferred Asset or Transferred Third Party Agreement shall not be transferred or acquired until such Required Consent or other approval has been obtained. Equifax and Certegy shall, and as the case may be, shall cause the member of its respective Group which is the holder of such Transferred Asset or Transferred Third Party Agreement prior to transfer, to use all reasonable efforts to provide to the applicable member of the other Group all the rights and benefits under such Transferred Asset or Transferred Third Party Agreement and to cause such holder to enforce such Transferred Asset or Transferred Third Party Agreement for the benefit of such member of the other Group; provided, however, that the foregoing obligation shall not, in any way, require Equifax, Certegy or any member of a respective Group to breach any Transferred Third Party Agreement or incur or suffer any liability with respect to any Transferred Third Party Agreement. Moreover, if any transfer of a Transferred Asset or Transferred Third Party Agreement or provision of a Third Party Right or Third Party Use Right, is not completed by the Closing Date in accordance with this Agreement for any reason, each of

Equifax and Certegy shall, and shall cause the members of its Group to, cooperate in achieving a reasonable alternative arrangement for the affected members of the Groups to obtain the economic and operational equivalent of the intended transfer of such Transferred Asset or Third Party Agreement and/or provision of such Third Party Right or Third Party Use Right, and assumption of the attendant Liabilities, with minimum interference to such members' business operations until such transfer of such Transferred Asset or Third Party Agreement, and/or provision of such Third Party Right or Third Party Use Right, is completed. The costs payable to third parties that are not members of either Group to achieve any such reasonable alternative arrangement shall be the financial responsibility of Equifax.

(c) From time to time on and after the Closing Date, each party shall promptly transfer, and cause the appropriate members of its Group promptly to transfer, to the other party, or the designated member of the other party's Group, any property and other benefits received by such party, or the members of its Group, that are intended to be or are a Transferred Asset or Transferred Third Party Agreement of the other party under this Agreement. Without limiting the foregoing, funds received by a member of either Group that belong to a member of the other Group (whether by payment of accounts receivable, credits, rebates or other amounts, however described) shall be delivered to the other Group by wire transfer not more than five (5) business days after receipt of such payment.

### ARTICLE III

#### THIRD PARTY AGREEMENTS

##### Section 3.1. Third Party Agreements.

(a) Effective as of the Closing Date, Equifax shall (i) transfer, or cause to be transferred, to Certegy or a Designated Certegy Member, or acquire on Certegy's behalf, the rights and obligations of Equifax and its Affiliates in and to the Third Party Agreements identified on Exhibit C (including all Third Party Rights related thereto) and (ii) grant rights to or secure rights (including rights as an "authorized user") for Certegy or a Designated Certegy Member under the Third Party Agreements identified on Exhibit D, in each case, subject to the respective payment obligations or other terms set forth on Exhibit C and Exhibit D.

(b) Effective as of the Closing Date, Certegy shall (i) transfer, or cause to be transferred, to Equifax or a Designated Equifax Member, or acquire on Equifax's behalf, the rights and obligations of the members of the Certegy Group in and to the Third Party Agreements identified on Exhibit F (including all Third Party Rights related thereto) and (ii) grants rights to or secure rights (including rights as an "authorized user") for Equifax or a Designated Equifax Member under the Third Party Agreements identified on Exhibit G, in each case, subject to the respective payment obligations or other terms set forth on Exhibit F and Exhibit G.

(c) Unless as expressly provided hereunder, neither party shall have any obligation to transfer, have transferred or acquire any Third Party Rights or Third Party Use Rights for or on behalf of the other party.

(d) Without limiting each party's specific obligations pursuant hereto (or in any separate agreement) with respect to Third Party Rights and Third Party Use Rights, each of Certegy and Equifax agrees to, in connection with its use of, exploitation of and performance pursuant to any Third Party Rights or Third Party Use Rights, including, without limitation, such party's rights to use, copy, exploit, distribute, display, copy and sublicense any software secured for or granted to such party pursuant to such Third Party Rights or Third Party Use Rights, comply with the terms, scope, restrictions and provisions (including, without limitation, usage limitations) of any Third Party Rights or Third Party Agreements that govern such Third Party Rights or Third Party Use Rights. A failure to comply with this paragraph shall constitute a breach of this Agreement.

### Section 3.2. Required Consents.

(a) Equifax with respect to Transferred Equifax Third Party Agreements and Equifax Third Party Use Rights, and Certegy with respect to Transferred Certegy Third Party Agreements and Certegy Third Party Use Rights, shall, or shall cause the appropriate member of its respective Group to, use its reasonable commercial efforts to obtain the grant to the applicable member of the other Group, the Required Consents from the Third Party Providers under such respective Third Party Agreements as necessary to effect the provisions of this Agreement. Each party will provide the other party with advice on its experience and agreements with the Third Party Providers with regard to obtaining any Required Consent under such Third Party Agreements. Equifax and Certegy will each have management and administrative responsibilities for obtaining all Required Consents required as of the Closing Date to which a member of its respective Group is a party. Equifax shall have the right of prior approval of the terms upon which all Required Consents are obtained.

(b) Except as otherwise provided in Section 3.1 and the exhibits referenced therein, Equifax shall bear the costs payable to third parties that are not members of either Group, if any, of obtaining all Required Consents, including without limitation, all charges and fees related to obtaining the Required Consents for the Transferred Third Party Agreements and Third Party Use Rights.

(c) Equifax and Certegy shall use reasonable commercial efforts to obtain all Required Consents with regard to Transferred Third Party Agreements and Third Party Use Rights within one hundred eighty (180) days after the Closing Date, unless otherwise agreed by the parties in writing. Until all Required Consents are obtained, Equifax and Certegy shall each periodically publish a list setting forth the status of each Required Consent for which a member of its respective Group is the contracting party immediately prior to the Closing Date. Equifax and Certegy shall timely cooperate with each other in order to facilitate the proper and timely publication of such periodic Required Consents list. If any Required Consent is not obtained with respect to any of the Third Party Agreements or Third Party Use Rights, the parties shall cooperate with each other in achieving a reasonable alternative arrangement for the affected Group to continue to process its work with minimum interference to its business operations until such Required Consents are obtained, including without limitation, implementing the provisions of Section 2.4(b). Except as otherwise provided in Section 3.1 and the exhibits referenced therein, the cost payable to third parties that are not members of either Group of achieving such

reasonable alternative arrangements with respect to Third Party Rights that are a part of the Transferred Assets or Transferred Third Party Agreements shall be borne by Equifax.

(d) The financial obligations of Equifax under Sections 3.2(b) and (c) for Required Consents and alternative arrangements, shall terminate with respect to all such Required Consents and alternative arrangements not identified by the parties to each other in a writing within twelve (12) months after the Closing Date, and for all Required Consents and alternative arrangements identified thereafter, all such financial obligations shall be borne by the party needing the Required Consent or alternative arrangement to operate under or take assignment of the Third Party Agreement or to obtain such Third Party Right for which such Required Consent or alternative arrangement is required.

(e) For all periods after the Closing Date, except as set forth in Sections 3.2(b) and 3.2(c) for Required Consents and alternative arrangements, Equifax and Certegy shall each bear financial responsibility and pay the Third Party Providers, under all Transferred Third Party Agreements transferred to its respective Group pursuant to Sections 3.1(a)(i) and 3.1(b)(i) above.

#### Section 3.3. Discharge of Liabilities.

(a) Certegy agrees that on and after the Closing Date it will timely pay, perform and discharge, or cause to be timely paid, performed and discharged, all of the Certegy Liabilities.

(b) Equifax agrees that on and after the Closing Date it will timely pay, perform and discharge, or cause to be timely paid, performed and discharged, all of the Equifax Liabilities.

### ARTICLE IV

#### LICENSED MATERIALS

##### Section 4.1. Grant of Licenses by Equifax.

(a) Equifax hereby grants, and will cause the other members of the Equifax Group to grant, to Certegy a fully paid, non-exclusive, perpetual, worldwide, non-transferable license to use, modify, copy, improve, create Derivative Works and Certegy Enhancements from, and sublicense the Licensed Equifax Materials (excluding the Utility Software Programs) solely for use in the Certegy Business and as that business may evolve and change in the future, subject to the following:

- (i) Certegy shall not sublicense, or otherwise disclose or distribute, or permit any Person to use, the Licensed Equifax Materials (excluding the Utility Software Programs), except in accordance with Section 4.1(b);
- (ii) Certegy shall hold the Licensed Equifax Materials (excluding the Utility Software Programs) in strict confidence; will not remove or destroy any proprietary markings of the Equifax Group on or contained in the Licensed Equifax Materials (excluding the Utility

Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Equifax Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Equifax Materials (excluding the Utility Software Programs);

- (iii) Certegy shall not export or re-export the Licensed Equifax Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses; and
- (iv) all sublicenses from Certegy to members of the Certegy Group (A) shall contain the rights and restrictions set forth in this Section 4.1(a) with respect to the license granted to Certegy and comply with Sections 4.1(b) through (d) hereof and (B) shall be diligently enforced by Certegy.

(b) The sublicense rights granted to Certegy pursuant to Section 4.1(a) include the right for Certegy to grant sublicenses to the Licensed Equifax Materials (excluding the Utility Software Programs) to the members of the Certegy Group, which sublicenses may include the right to further sublicense such Licensed Equifax Materials (excluding the Utility Software Programs) to such Group member's customers solely for each such customer's internal business purposes to the extent related to the Certegy Business. All sublicensing by Certegy and other members of the Certegy Group to any one of their customers shall be pursuant to written agreements with such customer, executed before or at the time of furnishing each copy of the Licensed Equifax Materials (excluding the Utility Software Programs) to such customer, and which provide at a minimum that such customer:

- (i) receives only a personal, non-transferable and nonexclusive right to use such copy of the Licensed Equifax Materials (excluding the Utility Software Programs);
- (ii) receives no title in the intellectual property contained in the Licensed Equifax Materials (excluding the Utility Software Programs);
- (iii) will not copy the Licensed Equifax Materials (excluding the Utility Software Programs), except as necessary to use such Licensed Equifax Materials (excluding the Utility Software Programs) in accordance with the license grant and to make one archival copy;
- (iv) will not export or re-export the Licensed Equifax Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses;
- (v) will hold the Licensed Equifax Materials (excluding the Utility Software Programs) in confidence; will not reverse compile or disassemble the Licensed Equifax Materials (excluding the Utility Software Programs);

Software Programs); will not remove or destroy any proprietary markings of the licensor on or contained in the Licensed Equifax Materials (excluding the Utility Software Programs), and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Equifax Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Equifax Materials (excluding the Utility Software Programs); and

(vi) will not sublicense, assign or otherwise transfer the Licensed Equifax Materials (excluding the Utility Software Programs) to any other Person.

(c) In the event any member of the Certegy Group sublicenses any portion of the Licensed Equifax Materials (excluding the Utility Software Programs) to any third party pursuant to Section 4.1(a) and (b) above, Certegy agrees to ensure that such member shall diligently enforce the terms and conditions of all sublicenses granted pursuant to this Section 4.1.

(d) In the event that Certegy, or another member of the Certegy Group, shall enter into a Divested Business transaction with respect to the Certegy Group, and the scope of permitted use or other terms applicable to the Licensed Equifax Materials (excluding the Utility Software Programs) under the license or sublicenses granted in this Section 4.1 are required to be modified to effect such transaction, Equifax will, or will cause the sublicensor under the applicable sublicense to, agree to such modifications to the extent (i) required for the transaction to be effected and (ii) not materially detrimental to the interests of the Equifax Group. Such modifications shall not be effective until the Divested Business or the acquiror thereof, as required by Equifax, has entered into a license agreement with the appropriate member of the Equifax Group incorporating the terms of Section 4.1 and Section 4.2 and such other terms as Equifax reasonably deems appropriate for the protection of its interests in the Licensed Equifax Materials.

(e) Without limiting the foregoing, Equifax hereby grants, and will cause the other members of the Equifax Group to grant, to Certegy a fully paid, non-exclusive, perpetual, worldwide, transferable license to use, modify, improve, create Derivative Works from, and sublicense, the Utility Software Programs (in both object and source code format) identified on Exhibit L as being owned by Equifax or a member of the Equifax Group for any and all fields of use and to any and all Persons.

(f) The Licensed Equifax Materials may be marketed under such name and in such manner as Certegy chooses, consistent with the terms and conditions of this Agreement.

(g) Except for the Certegy Group's rights described in Section 4.1(a), (b) and (e) above, the Equifax Group's rights in and to the Licensed Equifax Materials shall be and remain the exclusive property of Equifax or the members of the Equifax Group, and their respective successors and assigns.

#### Section 4.2. Ownership of Enhancements by Certegy.

(a) Unless Exhibit J provides otherwise, Certegy, or the respective Designated Certegy Member, shall own all the modifications and improvements to, and the Certegy Enhancements and/or Derivative Works made from, the Licensed Equifax Materials developed by any member of the Certegy Group, or by any party other than a member of the Equifax Group at the expense of the Certegy Group. Equifax hereby assigns, and shall cause each member of the Equifax Group to assign, to Certegy, or the respective Designated Certegy Member, all right, title and interest it may hold in and to such modifications, improvements, Certegy Enhancements and Derivative Works. Certegy shall, or shall cause the respective Designated Certegy Member to, have the right to make and file all applications and other documents required to register the copyright(s) and file for patents for such modifications, improvements, Certegy Enhancements and Derivative Works in its discretion and at its sole cost and expense.

(b) Should Certegy elect to file any application for the registration, perfection or protection of any modifications, improvements, Certegy Enhancements or Derivative Works described in Section 4.2(a), under any copyright, patent or other law of any country or jurisdiction, Equifax will, at the request and expense of Certegy, do all things and sign all documents or instruments reasonably necessary in the opinion of Certegy to assist in the registration of such claims, file such applications, and obtain, defend and enforce such copyright, patent, mask work and other rights.

(c) Subject to the license rights granted in Section 4.1, as between the parties, the Licensed Equifax Materials shall be and shall remain the sole and exclusive property of the Equifax Group and the members of the Equifax Group may make any internal use and may commercially exploit any enhancements to the Licensed Materials made or caused to be made by members of the Equifax Group, as they shall deem appropriate without any obligation to any member of the Certegy Group or other restriction. The Equifax Group may in particular distribute and manufacture, or cause to be manufactured or distributed by any third party, any such enhancements and/or the Licensed Equifax Materials.

#### Section 4.3. License to Marks.

(a) Equifax hereby grants, and will cause each member of the Equifax Group to grant, to Certegy and each member of the Certegy Group a fully paid, non-exclusive, worldwide, non-transferable right to continue to use the Equifax Marks employed in the Certegy Business, but only to the extent such Equifax Marks were displayed by the Certegy Group prior to the Distribution Date (i) on the Transferred Equifax Assets, (ii) on premises jointly occupied with Equifax, and (iii) on letterhead, product and services documentation, invoices, software programs, packaging and similar materials used by the members of the Certegy Group, and such Equifax Marks are used in accordance with the guidelines for usage of the Equifax Marks published and amended by Equifax from time to time. Certegy will terminate the use of such Equifax Marks as soon as commercially practical but in any event within twelve (12) months after the Closing Date.

(b) Certegy hereby grants, and will cause each member of the Certegy Group to grant, to Equifax and each member of the Equifax Group a fully paid, non-exclusive, worldwide, non-

transferable right to continue to use the Marks that were owned immediately prior to the Distribution Date by a member of the Certegy Group and employed in the Equifax Business, but only to the extent such Marks were displayed by the Equifax Group prior to the Distribution Date (i) on assets owned by Equifax or any member of the Equifax Group (other than the Transferred Assets), (ii) on premises jointly occupied with one or more members of the Certegy Group, and (iii) on letterhead, product and services documentation, invoices, software programs, packaging and similar materials used by the members of the Equifax Group, and such Marks are used in accordance with the same guidelines for usage as the Equifax Marks as described in subsection (a) above. Equifax will terminate the use of such Marks as soon as commercially practical but in any event within twelve (12) months after the Distribution Date.

Section 4.4. Grant of License by Certegy.

(a) Certegy hereby grants, and will cause the other members of the Certegy Group to grant, to Equifax a fully paid, non-exclusive, perpetual, worldwide, non-transferable license to use, modify, copy, improve, create Derivative Works and Equifax Enhancements from, and sublicense the Licensed Certegy Materials (excluding the Utility Software Programs) solely for use in the Equifax Business and as that business may evolve and change in the future, subject to the following:

- (i) Equifax shall not sublicense, or otherwise disclose or distribute, or permit any Person to use, the Licensed Certegy Materials (excluding the Utility Software Programs), except in accordance with Section 4.4(b);
- (ii) Equifax shall hold the Licensed Certegy Materials (excluding the Utility Software Programs) in strict confidence; will not remove or destroy any proprietary markings of the Certegy Group on or contained in the Licensed Certegy Materials (excluding the Utility Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Certegy Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Certegy Materials (excluding the Utility Software Programs);
- (iii) Equifax shall not export or re-export the Licensed Certegy Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government license; and
- (iv) all sublicenses from Equifax to members of the Equifax Group (A) shall contain the rights and restrictions set forth in this Section 4.4(a) with respect to the license granted to Equifax and comply with Sections 4.4(b) through (d) hereof and (B) shall be diligently enforced by Equifax.

(b) The sublicense rights granted to Equifax pursuant to Section 4.4(a) include the right for Equifax to grant sublicenses to the Licensed Certegy Materials (excluding the Utility

Software Programs) to the members of the Equifax Group, which sublicenses may include the right to further sublicense such Licensed Certegy Materials (excluding the Utility Software Programs) to such Group member's customers solely for each such customer's internal business purposes to the extent related to the Equifax Business. All sublicensing by Equifax and other members of the Equifax Group to any one of their customers shall be pursuant to written agreements with such customer, executed before or at the time of furnishing each copy of the Licensed Certegy Materials (excluding the Utility Software Programs) to such customer, and which provide at a minimum that such customer:

- (i) receives only a personal, non-transferable and nonexclusive right to use such copy of the Licensed Certegy Materials (excluding the Utility Software Programs);
- (ii) receives no title in the intellectual property contained in the Licensed Certegy Materials (excluding the Utility Software Programs);
- (iii) will not copy the Licensed Certegy Materials (excluding the Utility Software Programs), except as necessary to use such Licensed Certegy Materials (excluding the Utility Software Programs) in accordance with the license grant and to make one archival copy;
- (iv) will not export or re-export the Licensed Certegy Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses;
- (v) will hold the Licensed Certegy Materials (excluding the Utility Software Programs) in confidence; will not reverse compile or disassemble the Licensed Certegy Materials (excluding the Utility Software Programs); will not remove or destroy any proprietary markings of the licensor on or contained in the Licensed Certegy Materials (excluding the Utility Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Certegy Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Certegy Materials (excluding the Utility Software Programs); and
- (vi) will not sublicense, assign or otherwise transfer the Licensed Certegy Materials (excluding the Utility Software Programs) to any other Person.

(c) In the event any member of the Equifax Group sublicenses any portion of the Licensed Certegy Materials (excluding the Utility Software Programs) to any third party pursuant to Section 4.4(a) and (b) above, Equifax agrees to ensure that such member shall diligently enforce the terms and conditions of all sublicenses granted pursuant to this Section 4.4.

(d) In the event that Equifax, or another member of the Equifax Group, shall enter into a Divested Business transaction with respect to the Equifax Group, and the scope of permitted use or other terms applicable to the Licensed Certegy Materials (excluding the Utility Software Programs) under the license or sublicenses granted in this Section 4.4 are required to be modified to effect such transaction, Certegy will, or will cause the sublicensor under the applicable sublicense to, agree to such modifications to the extent (i) required for the transaction to be effected and (ii) not materially detrimental to the interests of the Certegy Group. Such modifications shall not be effective until the Divested Business or the acquiror thereof, as required by Certegy, has entered into a license agreement with the appropriate member of the Certegy Group incorporating the terms of Section 4.4 and Section 4.5 and such other terms as Certegy reasonably deems appropriate for the protection of its interests in the Licensed Certegy Materials.

(e) Without limiting the foregoing, Certegy hereby grants, and will cause the other members of the Certegy Group to grant, to Equifax a fully paid, non-exclusive, perpetual, worldwide, transferable license to use, modify, improve, create Derivative Works from, and sublicense, the Utility Software Programs (in both object and source code format) identified on Exhibit L as being owned by Certegy or a member of the Certegy Group for any and all fields of use and to any and all Persons.

(f) The Licensed Certegy Materials may be marketed under such name and in such manner as Equifax chooses, consistent with the terms and conditions of this Agreement.

(g) Except for the Equifax Group's rights described in Section 4.4(a), (b) and (e) above, the Certegy Group's rights in and to the Licensed Certegy Materials shall be and remain the exclusive property of Certegy or the respective Designated Certegy Member.

#### Section 4.5. Ownership of Enhancements by Equifax.

(a) Unless Exhibit K provides otherwise, Equifax, or the respective Designated Equifax Member, shall own all the modifications and improvements to, and the Equifax Enhancements and/or Derivative Works made from, the Licensed Certegy Materials developed by any member of the Equifax Group, or by any party other than a member of the Certegy Group at the expense of the Equifax Group. Certegy hereby assigns, and shall cause each member of the Certegy Group to assign, to Equifax, or the respective Designated Equifax Member, all right, title and interest it may hold in and to such modifications, improvements, Equifax Enhancements and Derivative Works. Equifax shall, or shall cause the respective Designated Equifax Member to, have the right to make and file all applications and other documents required to register the copyright(s) and file for patents for such modifications, improvements, Equifax Enhancements and Derivative Works in its discretion and at its sole cost and expense.

(b) Should Equifax elect to file any application for the registration, perfection or protection of any modifications, improvements, Equifax Enhancements or Derivative Works described in Section 4.5(a), under any copyright, patent or other law of any country or jurisdiction, Certegy will, at the request and expense of Equifax, do all things and sign all documents or instruments reasonably necessary in the opinion of Equifax to assist in the

registration of such claims, file such applications, and obtain, defend and enforce such copyright, patent, mask work and other rights.

(c) Subject to the license rights granted in Section 4.4, as between the parties, the Licensed Certegy Materials shall be and shall remain the sole and exclusive property of the Certegy Group and the members of the Certegy Group may make any internal use and may commercially exploit any enhancements to the Licensed Materials made or caused to be made by members of the Equifax Group, as they shall deem appropriate without any obligation to any member of the Equifax Group or other restriction. The Certegy Group may in particular distribute and manufacture, or cause to be manufactured or distributed by any third party, any such enhancements and/or Licensed Certegy Materials.

#### Section 4.6. Data.

In no event shall any member of either Group be deemed to have been granted any rights under this Agreement in or to any data owned or maintained by any other member of the other Group, except as specifically provided in Sections 2.1 or 2.2. The respective rights of the members of each Group in and to such data shall be governed exclusively by Sections 2.1 or 2.2 and the Intercompany Data Purchase Agreement.

#### Section 4.7. Mutual Obligations.

(a) The parties agree and acknowledge that, in addition to the rights granted or to be granted to the parties herein, certain other rights to software source code, object code and documentation, and trademarks and service marks related thereto, are described on Exhibit M.

(b) The parties acknowledge and agree that as of the Closing Date, the UK mainframe environment, consisting of mainframe computer hardware ("Mainframe Hardware") and certain third party software ("OEM Software"), currently consists of three (3) logical partitions ("LPARs"), two (2) of which are shared between Equifax and Certegy. The parties acknowledge and agree that certain OEM Software ("MIPS-Based Software") being used on the Mainframe Hardware contains limitations based upon the number of millions of instructions per second ("MIPS") performed; other OEM Software ("CPU-Based Software") being used on the Mainframe Hardware contains limitations based upon CPU group ratings. The parties also acknowledge and agree that they have previously determined the number of MIPS available, for each party, in excess of the current combined MIPS usage, in connection with the MIPS-Based Software ("Projected MIPS"), and in connection with the CPU-Based Software ("Overhead MIPS"), both as set forth on Exhibit N. With respect to the foregoing, the parties hereby agree as follows:

(i) Certegy agrees that it shall, no later than March 31, 2002, establish, or cause to be established, one or more new and separate LPAR(s) and that Certegy shall no longer share any LPAR with Equifax. Certegy shall be responsible for paying any and all additional software license fees, service fees, fees related to hardware, or other similar fees incurred to establish the new LPAR(s) and to migrate from the existing to the new LPAR(s). Notwithstanding anything contained herein to the contrary, if the deadline for LPAR separation is not met by Certegy prior to March 31, 2002, any costs or fees, including all fees, costs or expenses incurred as a result of

increased capacity or speed requirements or otherwise, incurred by either party due to the non-separation shall be borne by Certegy.

(ii) If either party, prior to or at the time of the complete separation of LPARs (described in subsection (i) above), exceeds its respective Projected MIPS for any year, and, thereafter, any of the MIPS-Based Software is required, under the terms of the respective software licenses, to be upgraded to allow usage of the additional MIPS, the party first exceeding its respective Projected MIPS ("Triggering Party") shall bear the full cost and expense of upgrading the MIPS-Based Software licenses (whether or not such party ultimately caused the MIPS limitations to be exceeded). Notwithstanding the foregoing, at any time after an upgrade to a MIPS-Based Software license is purchased, if the non-Triggering Party exceeds its Projected MIPS during a respective year, such non-Triggering Party shall pay the Triggering Party an amount equal to the total cost to the Triggering Party of purchasing the upgrade multiplied by a fraction, the numerator of which is the number of MIPS used by the non-Triggering Party that exceeds its original Projected MIPS, and the denominator of which is the total number of MIPS permitted or allowable pursuant to the MIPS-Based Software upgrade, but excluding the total number of MIPS permitted prior to the upgrade.

(iii) If either party, prior to or at the time of the complete separation of LPARs (described in subsection (i) above), exceeds its respective Overhead MIPS for any year, and, thereafter, the CPU-Based Software is required, under the terms of the respective software licenses, to be upgraded to allow usage of the additional MIPS, the party first exceeding its respective Overhead MIPS ("CPU Triggering Party") shall bear the full cost and expense of upgrading the CPU-Based Software licenses (whether or not such party ultimately caused the MIPS limitations to be exceeded). Notwithstanding the foregoing, at any time after an upgrade to a CPU-Based Software license is purchased, if the other party ("non-CPU Triggering Party") exceeds its Overhead MIPS during a respective year, such non-CPU Triggering Party shall pay the CPU Triggering Party an amount equal to the total cost to the CPU Triggering Party of purchasing the upgrade multiplied by a fraction, the numerator of which is the number of MIPS used by the non-CPU Triggering Party that exceeds its original Overhead MIPS, and the denominator of which is the total number of MIPS permitted or allowable pursuant to the CPU-Based Software upgrade, but excluding the total number of MIPS permitted prior to the upgrade.

(iv) The rules related to OEM Software upgrade requirements described in subsections (ii) and (iii) above shall apply in the same manner, before or after the completion of the LPAR separation, with respect to Mainframe Hardware upgrade requirements.

(v) Notwithstanding the foregoing, Certegy shall cease the use of any software or hardware that is shared between the parties no later than the date which is two (2) years following the Closing Date.

(c) The parties acknowledge that the Licensed Materials are "intellectual property" within the meaning of Section 101 of the Federal Bankruptcy Act and shall be subject to Section 365(n) thereof, all as set forth in the Intellectual Property Bankruptcy Protection Act, Public Law 100-506, 102 Stat. 2538.

(d) In full and complete payment of the licenses granted in this Agreement, the parties have made the payment described in the Distribution Agreement as set forth in the Distribution Agreement.

(e) Each party shall notify the other party of any involuntary attachment or other judicial process affecting the Licensed Materials.

#### ARTICLE V

#### THE CLOSING

##### Section 5.1. Equifax Deliverables.

On or before the Distribution Date, and effective as of the Closing Date, Equifax will, and/or will cause each member of the Equifax Group to, deliver to Certegy each of the following:

(a) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Certegy of, the Transferred Equifax Assets and Transferred Equifax Third Party Agreements;

(b) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Equifax of, the Equifax Liabilities; and

(c) Such other agreements, leases, documents or instruments as the parties may agree are necessary or desirable in order to achieve the purposes of this Agreement.

##### Section 5.2. Certegy Deliverables.

On the Closing Date, Certegy will, and/or will cause each member of the Certegy Group to, deliver to Equifax each of the following:

(a) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Equifax of, the Transferred Certegy Assets and the Transferred Certegy Third Party Agreements;

(b) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Certegy of, the Certegy Liabilities; and

(c) Such other agreements, documents or instruments as the parties may agree are necessary or desirable in order to achieve the purposes of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Except as expressly set forth in this Agreement or any Related Agreement, neither any member of the Equifax Group, nor any member of the Certegy Group, has given or is giving any representation or warranty regarding the assets or Liabilities retained, transferred, assumed or licensed as contemplated hereby or thereby, including without limitation, (i) title to the assets, (ii) validity of the Liabilities, (iii) any lien, claim or other encumbrance affecting the assets or Liabilities, or (iv) the value of the assets and the amount of the Liabilities. Except as may be expressly set forth in this Agreement or any Related Agreement, all assets and Liabilities were, or are being, transferred, assigned, licensed, assumed, or are being retained, on an "AS IS," "WHERE IS" basis and the respective transferees, licensees and assignees will bear the economic and legal risks that any such conveyance (x) shall prove to be insufficient to vest in the transferee a title that is free and clear of any lien, claim or other encumbrance, or (y) shall not constitute an infringement of a third party's rights.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Certegy Indemnification of the Equifax Group.

If the Distribution occurs, on and after the Distribution Date, Certegy shall indemnify, defend and hold harmless each member of the Equifax Group, and each of their respective directors, officers, employees and agents (collectively the "Equifax Indemnitees") from and against any and all damage, loss, liability and expense, (including without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) in connection with any and all Actions or threatened Actions (collectively, "Indemnifiable Losses") incurred or suffered by any of the Equifax Indemnitees and arising out of, or due to, the failure of Certegy, or any other member of the Certegy Group, to timely pay, perform or otherwise discharge, any of the Certegy Liabilities or its obligations under this Agreement.

Section 7.2. Equifax Indemnification of the Certegy Group.

If the Distribution occurs, on and after the Distribution Date, Equifax shall indemnify, defend and hold harmless each member of the Certegy Group and each of their respective directors, officers, employees and agents (collectively the "Certegy Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Certegy Indemnitees and arising out of, or due to, the failure of Equifax, or any other member of the Equifax Group, to timely pay, perform or otherwise discharge, any of the Equifax Liabilities or its obligations under this Agreement or any Related Agreement.

Section 7.3. Insurance and Third Party Obligations.

No insurer or any other third party shall be, by virtue of the foregoing indemnification provisions, (a) entitled to a benefit it would not be entitled to receive in the absence of such provisions, (b) relieved of the responsibility to pay any claims to which it is obligated, or (c) entitled to any subrogation rights with respect to any obligation hereunder.

ARTICLE VIII

INDEMNIFICATION PROCEDURES

Section 8.1. Notice and Payment of Claims.

If any Equifax Indemnitee or Certegy Indemnitee (the "Indemnified Party") determines that it is or may be entitled to indemnification by a party (the "Indemnifying Party") under Article VII (other than in connection with any Action or claim subject to Section 8.2), the Indemnified Party shall deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and the amount for which the Indemnified Party reasonably believes it is entitled to be indemnified. After the Indemnifying Party shall have been notified of the amount for which the Indemnified Party seeks indemnification, the Indemnifying Party shall, within thirty (30) days after receipt of such notice, pay the Indemnified Party such amount in cash or other immediately available funds (or reach agreement with the Indemnified Party as to a mutually agreeable alternative payment schedule) unless the Indemnifying Party objects to the claim for indemnification or the amount thereof. If the Indemnifying Party does not give the Indemnified Party written notice objecting to such claim and setting forth the grounds therefor within the same thirty (30) day period, the Indemnifying Party shall be deemed to have acknowledged its liability for such claim and the Indemnified Party may exercise any and all of its rights under applicable law to collect such amount. Any amount owed under this Section 8.1 that is past due shall bear interest at a simple rate of interest per annum equal to the lesser of 1% per month or the maximum amount permitted by law.

Section 8.2. Notice and Defense of Third Party Claims.

(a) Promptly following the earlier of (i) receipt of notice of the commencement by a third party of any Action against or otherwise involving any Indemnified Party, or (ii) receipt of information from a third party alleging the existence of a claim against an Indemnified Party,

with respect to which indemnification may be sought pursuant to this Agreement (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party written notice thereof. The failure of the Indemnified Party to give notice as provided in this Section 8.2(a) shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party is prejudiced by such failure to give notice. Within thirty (30) days after receipt of such notice, the Indemnifying Party shall by giving written notice thereof to the Indemnified Party, (i) acknowledge, as between the parties hereto, liability for and, at its option, elect to assume the defense of such Third Party Claim at its sole cost and expense, or (ii) object to the claim of indemnification set forth in the notice delivered by the Indemnified Party pursuant to the first sentence of this Section 8.2(a) setting forth the grounds therefor; provided that if the Indemnifying Party does not within the same thirty (30) day period give the Indemnified Party written notice acknowledging liability or objecting to such claim and setting forth the grounds therefor, the Indemnifying Party shall be deemed to have acknowledged, as between the parties hereto, its liability for such Third Party Claim.

(b) Any contest of a Third Party Claim as to which the Indemnifying Party has elected to assume the defense shall be conducted by attorneys employed by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnified Party shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing at the Indemnified Party's sole cost and expense. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnifying Party may settle or compromise the claim without the prior written consent of the Indemnified Party; provided that the Indemnifying Party may not agree to any such settlement pursuant to which any such remedy or relief, other than monetary damages for which the Indemnifying Party shall be responsible hereunder, shall be applied to or against the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

(c) If the Indemnifying Party does not assume the defense of a Third Party Claim for which it has acknowledged liability for indemnification under Article VII, the Indemnified Party may require the Indemnifying Party to reimburse it on a current basis for its reasonable expenses of investigation, reasonable attorneys' fees and reasonable out-of-pocket expenses incurred in defending against such Third Party Claim and the Indemnifying Party shall be bound by the result obtained with respect thereto by the Indemnified Party; provided that the Indemnifying Party shall not be liable for any settlement effected without its consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall pay to the Indemnified Party in cash the amount for which the Indemnified Party is entitled to be indemnified (if any) within fifteen (15) days after the final resolution of such Third Party Claim (whether by settlement, compromise, or by the final nonappealable judgment of a court of competent jurisdiction or otherwise), or, in the case of any Third Party Claim as to which the Indemnifying Party has not acknowledged liability, within fifteen (15) days after the Indemnifying Party's objection has been resolved by settlement, compromise, or the final nonappealable judgment of a court of competent jurisdiction.

(d) Notwithstanding the foregoing, in no event shall either Equifax or Certegy, or any Member of their respective Group, have any liability, whether based on contract, tort (including, without limitation, negligence or strict liability), warranty or any other legal or equitable

grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to this Agreement, including without limitation, loss of data, profits, interest or revenue, or interruption of business, even if such party has been informed of or might otherwise anticipated or foreseen the possibility of such losses or damages; provided, however, that such limitations shall not apply to liabilities which may arise as the result of willful misconduct of a party. Notwithstanding the foregoing, any damages awarded or obtained (whether by settlement, compromise or judgment) as a result of Third Party Claims shall be considered direct damages for purposes of this Agreement.

#### ARTICLE IX

##### CONFIDENTIALITY

###### Section 9.1. Exclusions.

Notwithstanding anything to the contrary contained in this Agreement, "Company Information" does not include any information that before being divulged by the receiving party (a) has become generally known to the public through no wrongful act of the receiving party; (b) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the disclosing party; (c) has been approved for release to the general public by a written authorization of the disclosing party; (d) has been independently developed by the receiving party without use, directly or indirectly, of Company Information received from the disclosing party; or (e) has been furnished to a third party by the disclosing party without restrictions on the third party's rights to disclose the information.

###### Section 9.2. Confidentiality.

(a) Each party acknowledges, and shall cause each member of the Group to acknowledge, that it is in possession of significant confidential or proprietary information concerning the business, operations and assets of the members of the other Group.

(b) Each party shall, and shall ensure that each member of its Group shall, (i) receive and hold the Company Information of the other Group in trust and in strictest confidence; (ii) protect such Company Information from disclosure and in no event take any action causing, or fail to take the action necessary in order to prevent, any such Company Information to lose its character as Company Information; (iii) exercise at a minimum the same care it would exercise to protect its own highly confidential information; and (iv) not use, reproduce, distribute, disclose, or otherwise disseminate the Company Information of the other Group, (A) except as authorized pursuant to this Agreement or any Related Agreement, or (B) except pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure; provided, however, with respect to disclosures pursuant to (B) above, the receiving party must first give written notice of such required disclosure to the disclosing party, take reasonable steps to allow the disclosing party to seek to protect the confidentiality of the Company Information required to be disclosed, make a reasonable effort to obtain a protective order requiring that the Company Information so disclosed be used only for the purposes for which disclosure is required, and shall disclose only that part of the Company Information

which, in the written opinion of its legal counsel, it is required to disclose. In no event shall the receiving party exercise less than a reasonable standard of care to keep confidential the Company Information. Any and all reproductions of such Company Information must prominently contain a confidential legend.

(c) The receiving party may make disclosures of the Company Information of the disclosing party only to Representatives of the receiving party's Group (i) who have a specific need to know such information; and (ii) who the receiving party has obligated under a written agreement to hold such Company Information in trust and in strictest confidence and otherwise to comply with the terms and provisions of this Agreement or terms and conditions substantially similar to and implementing the same restrictions and covenants as those set forth in this Agreement. Certegy and Equifax agree, and shall ensure that each member of their respective Group agrees, to diligently monitor each such Representative, diligently enforce such agreements with its Representatives, and, upon request by the other party, promptly to furnish to the other party a certified list of the receiving party's Representatives having had access to such Company Information.

(d) The covenants of confidentiality set forth in this Agreement (i) will apply after the Closing Date to all Company Information disclosed to the receiving party before, on and after the Closing Date and (ii) will continue and must be maintained from the Closing Date through the termination of the relationship under this Agreement between Equifax and Certegy (A) with respect to Proprietary Information, the period during which the Proprietary Information constituting a part of the Company Information retains its status as a "trade secret" under applicable law; and (B) with respect to Confidential Information constituting a part of the Company Information, for the shorter of a period equal to three (3) years after the Closing Date, or until such Confidential Information no longer qualifies as confidential under applicable law.

#### Section 9.3. Employee Confidentiality Agreements.

The members of each Group have entered into confidentiality and non-disclosure agreements with their respective employees. To the extent that any employee during or after employment violates any such agreement and such violation is or may in the future be to the detriment of the other Group, at the written request of the affected party, the other party shall, or shall cause the appropriate members of its Group to, promptly bring and diligently pursue an action against such employee if and to the extent reasonable under the circumstances to preserve the value of the assets and Licensed Materials. The Group member employing the employee violating his/her confidentiality and non-disclosure agreement shall have the unilateral right to determine the forum for, the manner of proceeding in, and legal counsel for such action and shall be entitled to any damages or other relief against such employee awarded in such action to the extent related to such Group's assets or business or to the Licensed Materials. Such enforcement against and recovery by a Group member from its breaching employee shall not constitute a release or sole remedy for the members of the other Group injured by such breaching employee's actions, and such members of the other Group may bring a claim against the Group members employing the breaching employee for a breach of this Agreement. Each party shall bear all out-of-pocket costs of pursuing such action and the other party shall cooperate in connection therewith.

Section 9.4. Rights and Remedies.

(a) If either party, or any member of the Group, should breach or threaten to breach any of the provisions of this Agreement, the non-breaching party, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement. Each party specifically acknowledges, and shall cause each member of its respective Group to acknowledge, that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by the non-breaching party as a result of a breach of any of the provisions of this Agreement. In the event that either party, or a member of such party's Group, should seek an injunction hereunder, the other party hereby waives, and shall cause each member of its Group to waive, any requirement for the submission of proof of the economic value of any Company Information or the posting of a bond or any other security. In the event of a dispute between the parties, the non-prevailing party shall pay all costs and expenses associated with resolving the dispute, including, but not limited to, reasonable attorneys' fees.

(b) The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Company Information, or any other breach of this Agreement by the receiving party or any Representative of the receiving party's Group, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Company Information and prevent its further unauthorized use or disclosure. The receiving party shall be responsible for the acts of any Representative of its Group that are in violation of this Agreement.

Section 9.5. Competitive Activities.

(a) Subject to the rights and obligations set forth in this Article IX, each party understands and acknowledges that the other party's Group may now market or have under development products that are competitive with products or services now offered or that may be offered by it and/or members of its Group, and the parties' communications hereunder will not serve to impair the right of either party, or any member of its respective Group, to independently develop, make, use, procure, or market products or services now or in the future that may be competitive with those offered by the other party's Group, nor require either party, and/or the members of its Group, to disclose any planning or other information to the other party.

(b) Neither party will be restricted in using, in the development, manufacturing and marketing of its products and services and its operations, any data processing or network management or operation ideas, concepts, know-how and techniques which are retained in the minds of employees who have had access to the other party's Company Information subject to the restrictions set forth in this Agreement.

Section 9.6. No Implied Rights.

Except as provided herein or in any Related Agreement, all Company Information is and shall remain the property of the disclosing party and/or the respective member of its Group. By disclosing Company Information to the receiving

party's Group, the disclosing party and/or the members of its Group do(es) not grant any express or implied rights or license to the receiving party's Group to or under any patents, patent applications, inventions, copyrights, trademarks, trade secret information, or other intellectual property rights heretofore or hereafter possessed by the disclosing party and/or the members of its Group.

#### ARTICLE X

##### CONTINUED ASSISTANCE

###### Section 10.1. Continued Assistance and Transition.

(a) Following the Closing Date, Equifax shall, and shall cause each member of the Equifax Group to, cooperate in an orderly transfer of the Transferred Equifax Assets and the Transferred Equifax Third Party Agreements to Certegy or the respective Designated Certegy Member. From time to time, at Certegy's request and without further consideration, Equifax shall, and shall cause each member of the Equifax Group, as applicable, to execute, acknowledge and deliver such documents, instruments or assurances and take such other action as Certegy may reasonably request to more effectively assign, convey and transfer any of the Transferred Equifax Assets and the Transferred Equifax Third Party Agreements. Equifax will assist Certegy in the vesting, collection or reduction to possession of such Transferred Equifax Assets and Transferred Equifax Third Party Agreements.

(b) Following the Closing Date, Certegy shall, and shall cause each member of the Certegy Group to, cooperate in an orderly transfer of the Transferred Certegy Assets and Transferred Certegy Third Party Agreements to Equifax or the respective Designated Equifax Member. From time to time, at Equifax's request and without further consideration, Certegy shall, and shall cause each member of the Certegy Group, as applicable, to execute, acknowledge and deliver such documents, instruments or assurances and take such other action as Equifax may reasonably request to more effectively assign, convey and transfer any of the Transferred Certegy Assets and Transferred Certegy Third Party Agreements. Certegy will assist Equifax in the vesting, collection or reduction to possession of such Transferred Certegy Assets and Transferred Certegy Third Party Agreements.

###### Section 10.2. Records and Documents.

(a) As soon as practicable following the Closing Date, Equifax and Certegy shall each arrange for the delivery to the other of existing corporate and other documents (e.g. documents of title, source code, contracts, etc.) in its possession relating to the Transferred Assets, Transferred Third Party Agreements and assumed Liabilities.

(b) From and after the Closing Date, Equifax and Certegy shall each, and shall cause each member of its Group to, afford the other and its accountants, counsel and other designated Representatives reasonable access (including using reasonable efforts to give access to person or firms possessing such information) and duplicating rights during normal business hours to all records, books, contracts, instruments, computer data and other data and information in its possession relating to the assets, Liabilities, Licensed Materials, business and affairs of the other (other than data and information subject to any attorney/client or other privilege), insofar as such

access is reasonably required by the other, including without limitation, for audit, accounting and litigation purposes.

(c) Notwithstanding the foregoing, either party may destroy or otherwise dispose of any information at any time in accordance with the corporate record retention policy maintained by such party with respect to its own records.

#### Section 10.3. Litigation Cooperation.

Upon written request, Equifax and Certegy shall, and shall cause each member of its Group to, use reasonable efforts to cooperate in the evaluation and defense of third party Actions arising out of the business of the other party or of any member of the other party's Group prior to the Distribution Date in which the requesting party or any member of its Group may from time to time be involved, at the cost and expense of the requesting party. Such cooperation shall include, without limitation, making its Representatives available as witnesses or consultants to the extent that such persons may reasonably be required in connection with such third party Actions.

### ARTICLE XI

#### MISCELLANEOUS

#### Section 11.1. Expenses.

Except as specifically provided in this Agreement or any Related Agreement, all costs and expenses incurred in connection with the preparation, execution, delivery and implementation of this Agreement and with the consummation of the transactions contemplated by this Agreement (including transfer taxes and the fees and expenses of all counsel, accountants and financial and other advisors) shall be paid by Equifax.

#### Section 11.2. Notices.

All notices and communications under this Agreement shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, or (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows:

If to Equifax, to:  
Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Phillip J. Mazzilli, Chief Financial Officer  
Fax: (404) 885-8682

with a copy to:

Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Kent E. Mast, General Counsel  
Fax: (404) 885-8988

If to Certegy, to:

Certegy Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30004  
Attn: Bruce S. Richards  
Corporate Vice President, General Counsel and Secretary  
Fax: (678) 867-8100

with a required copy to:

Certegy Inc.  
P.O. Box 349  
Alpharetta, Georgia 30009  
Attn: Michael T. Vollkommer  
Corporate Vice President and Chief Financial Officer  
Fax: (678) 867-8100

Either party may, by written notice so delivered to the other party in accordance with this Section 11.2, change the address to which delivery of any notice shall thereafter be made.

#### Section 11.3. Amendment and Waiver.

This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

#### Section 11.4. Entire Agreement.

This Agreement, together with the Related Agreements, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. To the extent that the provisions of this Agreement are inconsistent with the provisions of any other Related Agreement, the provisions of this Agreement shall prevail with respect to the subject matter hereof.

Section 11.5. Parties in Interest.

Neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of each other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group and the Equifax Indemnitees and Certegy Indemnitees under Articles VII and VIII hereof.

Section 11.6. Further Assurances and Consents.

In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including without limitation, using its reasonable efforts to obtain any consents and approvals and to make any filings and applications necessary or desirable in order to consummate the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

Section 11.7. Severability.

The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

Section 11.8. Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state.

Section 11.9. Counterparts.

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

Section 11.10. Disputes.

Any Disputes arising under this Agreement, whether based on contract, tort, statute or otherwise, including but not limited to, disputes in connection with claims by third parties, shall be resolved in accordance with Section 15.10 of the Distribution Agreement; provided that the parties shall retain the rights and remedies specified in Section 9.4 hereof.

Section 11.11. Force Majeure.

Neither party will be liable for any loss or damage due to causes beyond its control, including, but not limited to, fire, accident, labor difficulty, war, power or transmission failures, riot, Acts of God or changes in laws and regulations, provided that the affected party must (a) promptly notify the other party in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of its nonperformance; and (c) proceed to perform its obligations with dispatch when such cause is removed.

Section 11.12. Documentation.

Prior to the Distribution Date and from time to time thereafter, the parties will prepare, maintain and update schedules of the Transferred Equifax Assets, the Transferred Certegy Assets, the Licensed Equifax Materials, the Licensed Certegy Materials, and the Third Party Agreements, the Third Party Use Rights and the Third Party Rights transferred and/or provided by each Group to the other Group, in such detail as shall be appropriate for the management and administration of these items as described in this Agreement.

Section 11.13. Headings.

The Article and Section headings set forth in this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

-----  
Title: Corporate Vice President, General  
Counsel and Secretary

Date: June 30, 2001

CERTEGY INC.

By: /s/ Bruce S. Richards

-----  
Title: Corporate Vice President, General  
Counsel and Secretary

Date: June 30, 2001

## EXHIBIT A

## CERTEGY GROUP

Name of Subsidiary -----	State or Country of Incorporation -----
AGES Participacoes S.A.	Brazil
Aircrown Ltd.	England
Card Brazil Holdings, Inc.	Georgia
Card Brazil Holdings Ltda.	Brazil
Card Brazil LLC	Georgia
Central Credit Services Ltd.	Scotland
Equifax Asia Pacific Holdings, Inc.	Georgia
Equifax Australia Plc	England
Equifax Card Services, Inc.	Florida
Equifax Card Solutions Australia Pty Ltd.	Australia
Equifax Card Solutions Ltd.	England
Equifax Card Solutions S.A.	France
Equifax (Cayman Islands) Ltd.	Cayman Islands
Equifax Check Services, Inc.	Delaware
Equifax E-Banking Solutions, Inc.	Georgia
Equifax Ltd.	New Zealand
Equifax Payment Recovery Services, Inc.	Georgia
Equifax Payment Services, Inc.	Delaware
Equifax Pty Ltd.	Australia
Equifax SNC	France
Financial Insurance Marketing Group, Inc.	District of Columbia
First Bankcard Systems, Inc.	Georgia
Payment Brasil Holdings Ltda.	Brazil
Payment Chile, SA.	Chile
Payment Europe LLC	Georgia
Payment South America Holdings, Inc.	Georgia
Payment South America LLC	Georgia
Payment U.K. Ltd.	England
Procard S.A.	Chile
Retail Credit Management Ltd.	England
Telecredit Canada Inc.	Canada
Transax France Plc	England

Transax Ireland Ltd.	Ireland
Transax Plc	England
Unnisa -- Solucoes em Meios de Pagamento Ltda	Brazil
VIV Plc	England

Equifax Card Services, Inc. will own a 51% interest in Circle of Value, Ltd.

Payment Brazil Holdings Ltda. will own a 51% interest in Partech Ltda. (Brazil).

The names above are the names of the relevant entities as of June 20, 2001 and may have been changed subsequently.

## EXHIBIT B

## TRANSFERRED EQUIFAX ASSETS

ASSET	OWNER	ASSIGNEE	DESCRIPTION OF RETAINED RIGHTS
Trademark: "Pathways", U.S. Reg. #: 1,920,133	Equifax Inc.	Certegy Inc.	None.
Trademark: "Cardsource", U.S. Reg. #: 2,142,162	Equifax Inc.	Certegy Inc.	None.
Trademark: "Interguard", U.S. Reg. #: 2,019,884	Equifax Inc.	Certegy Inc.	None.
Trademark: "Paycheck Accept", U.S. Application Pending, Serial #: 76/135,366	Equifax Inc.	Certegy Inc.	None.
Trademark: "Cardview", U.S. Application Pending, Serial #: 76/175,937	Equifax Inc.	Certegy Inc.	None.

Without limiting Equifax's requirements under the Agreement, Equifax (or the respective member of the Equifax Group) shall execute such acknowledgements, grants and assignments of rights in and to the intellectual property described above, as Certegy may reasonably request for the purpose of evidencing, enforcing, registering or defending its worldwide ownership of such intellectual property.

EXHIBIT C

EQUIFAX THIRD PARTY AGREEMENTS - TRANSFERS

Equifax will transfer, or cause to be transferred the following agreements to Certegy, effective as of the Closing Date:

Name of Agreement	Parties to Agreement/Other Matters	Maximum Fees/Costs to be Paid
Compuware:	Equifax Inc. and Compuware, Inc.	\$0
License Agreement between Equifax, Inc. and Compuware, Inc.	<p>Equifax will transfer or have transferred to Certegy such rights under the agreement to permit Certegy to use, for the duration of the license, one copy of the following software products:</p> <p>Abend Aid/XLS w/Primary Language Cobol            File Aid/MVS            Expeditor/CICS w/Assembler            Expeditor/TSO</p> <p>Strobe MVS for Sysplex with Cobol</p> <p>CICS Feature</p> <p>Advanced Session Mgmt Feature</p> <p>QACenter Enterprise Edition -- Includes            1 ConcurrentUser</p> <p>Reconcile - 1 Concurrent User</p> <p>QADirector - 1 Concurrent User</p> <p>TrackRecord - 1 Concurrent User</p> <p>Track Record - 3 Concurrent Users</p> <p>APMPower for Windows - 20 Concurrent Users</p> <p>In lieu of transferring such license, Equifax may purchase new licenses on Certegy's behalf.</p>	\$0
Oracle:	Equifax Inc. and Oracle, Inc.	\$0
Software License and Services Agreement dated March 5, 1992, and attendant Ordering Documents	Equifax will transfer, or have transferred, certain rights in and to the products identified on Appendix A to this Exhibit C:	TOTAL: \$0

In addition to the foregoing, Equifax shall purchase on Certegy's behalf, prior to the Closing Date, licenses to use certain software products, as identified below. The list below sets forth the vendor, the name of the software products to be obtained on Certegy's behalf by

Equifax and the maximum license fee or other costs that Equifax shall be required to pay for each license (or group of licenses).

VENDOR	SOFTWARE PRODUCT	MAXIMUM FEES/COSTS TO BE PAID
UK SOFTWARE		
Allen Systems Group	Beta 44	\$91,491.84
BETA Systems	Beta 92 Version 3 CAF	\$151,196 (collectively for all UK-related BETA Systems licenses)
BETA Systems	Beta 92 Version 3 VAF	
BETA Systems	Beta 92 Version 3	
BETA Systems	Beta 93 Version 3	
BETA Systems	Beta 93 Version 3 CAF	
BETA Systems	Beta 93 Version 3 VAF	
CNM	CNM-XFER	\$33,605 (collectively for all UK-related CNM licenses)
CNM	EEMS	
Compute Bridgend	Selcopy (Corporate)	\$120,120
Computer Associates	APAS/Insight	\$2,573,393 (collectively for all UK-related Computer Associates licenses)
Computer Associates	Endevor/MVS	
Computer Associates	Endevor/MVS ACM	
Computer Associates	Endevor/MVS Extended Processor	
Computer Associates	Endevor/MVS External	
Computer Associates	Endevor/MVS Natural Security Interface	
Computer Associates	Endevor/MVS Parallel Development Manager	
Computer Associates	Endevor/MVS Quick Edit	
Computer Associates	Intertest CICS W/XA-ESA	
Computer Associates	Intertest/Batch	
Computer Associates	JCL Check	
Computer Associates	Netspy (excluding Modeling)	
Computer Associates	One	
Computer Associates	Prevail/Spool (Pkg)	
Computer Associates	Spaceman	
Computer Associates	TPX (extended)	
Compuware	APM Power *2	\$530,000 (collectively for all UK-related Compuware licenses)
Compuware	Assembler Option for Xpediter CICS	
Compuware	CICS Abend-Aid FX	
Compuware	File-AID/Data Solutions	
Compuware	File-AID/MVS	
Compuware	QA Hiperstation	
Compuware	Strobe ADABAS/NATURAL Feature	
Compuware	Strobe Advanced Session Mgt Feature	
Compuware	Strobe CICS Feature	

Compuware	Strobe COBOL Feature	
Compuware	Strobe MVS for Sysplex 1	
Compuware	Xpediter CICS Cobol	
Compuware	XPEDITOR/Exchange	
Macro 4	DUMPMASTER (combined) (All Features - includes Base and Cobol Feature)	\$89,196
SAS	BASE	\$138,910 (collectively for all UK-related SAS licenses)
SAS	MXG (Merrill Consultants)	\$52,983
SyncSort	SyncSort MVS	
PWC - ALPHARETTA		
Chicago-Soft Inc.	MVS/Quick-Ref	\$26,000
Cincom	Mantis	\$318,460 (collectively for all PWC - Alpharetta-related Cincom licenses)
Cincom	Scenario	
Computer Associates	ALLOCATE	\$2,500,000 (collectively for all PWC - Alpharetta-related Computer Associates licenses)
Computer Associates	DELIVER	
Computer Associates	DELIVER CICS OPTION	
Computer Associates	DELIVER ROSCOE INTERFACE	
Computer Associates	DELIVER VTAM INTERFACE	
Computer Associates	DISK	
Computer Associates	EASYTRIEVE PLUS	
Computer Associates	ELEVEN	
Computer Associates	ELEVEN/DISASTER RECOVERY PLNG	
Computer Associates	ELEVEN/NOTEPAD	
Computer Associates	ELEVEN/REPORTS PLUS	
Computer Associates	ENDEVOR/MVS	
Computer Associates	ENDEVOR/MVS AUTOMATED CONFIG MG	
Computer Associates	ENDEVOR/MVS EXTENDED PROCESSOR	
Computer Associates	ENDEVOR/MVS EXTERNAL SCRTY INT	
Computer Associates	ENDEVOR/MVS LIBRARIAN INTERFACE	
Computer Associates	ENDEVOR/MVS PARALLEL DEV MGR	
Computer Associates	ENDEVOR/MVS ROSCOE INTERFACE	
Computer Associates	LIBRARIAN (BASE+LIB/AM+TSO)	
Computer Associates	MULTI-IMAGE ALLOCATION	
Computer Associates	NEUMICS ACCOUNTING AND CHARGEBACK	
Computer Associates	NEUMICS ANLYZR FOR MEASUREWARE	
Computer Associates	NEUMICS BASE	
Computer Associates	NEUMICS CICS ANALYZER	
Computer Associates	NEUMICS DASD SPACE ANALYZER W/DSC	

Computer Associates	NEUMICS SYSTEM RELIABILITY ANALYZER	
Computer Associates	ONE	
Computer Associates	ONE WORKSTATION - 5 Copies	
Computer Associates	ONE/COPYCAT	
Computer Associates	OPTIMIZER II	
Computer Associates	PANAUDIT PLUS	
Computer Associates	PANAUDIT PLUS EZTP-IMS	
Computer Associates	ROSCOE	
Computer Associates	SEVEN	
Computer Associates	SEVEN WORKSTATION - 5 Copies	
Computer Associates	SEVEN/NOTEPAD	
Computer Associates	SEVEN/REPORT BALANCING	
Computer Associates	SEVEN/REPORTS PLUS	
Computer Associates	SEVEN/SMART CONSOLE	
Computer Associates	SYSVIEW/e	
Computer Associates	TOP SECRET	
Computer Associates	TRANSCENTURY CALENDAR ROUTINES	
Computer Associates	VIEW	
Computer Associates	VIEW ERO OPTION	
Computer Associates	VIEW ROSCOE INTERFACE	
Computer Associates	VIEW VTAM INTERFACE	
Compuware	Abend-AID/XLS with Primary Language-Cobol	\$430,125 (collectively for all PWC - Alpharetta-related Compuware licenses)
Compuware	Assembler Option for Xpediter/CICS	
Compuware	Assembler Option for Xpediter/TSO	
Compuware	CICS ABEND-AID/FX	
Compuware	CICS Feature	
Compuware	File-Aid/MVS	
Compuware	Strobe MVS for Sysplex with Cobol	
Compuware	Xpediter/CICS with Cobol	
Compuware	Xpediter/TSO with Cobol	
Diversified	Job/Scan	\$50,000
Innovation	FATS/FATAR	\$12,750 (collectively for all PWC - Alpharetta-related Innovation licenses)
Innovation	FDR/Compaktor	\$217,314 (collectively for all PWC - Alpharetta-related IVIS licenses)
IVIS	Accounts Payable	
IVIS	General System	
IVIS	Purchasing	
Landmark	Monitor for CICS/ESA	\$91,133
MacKinney	KWIK-KEY	\$2,295
Merrill	MXG	\$ 1,500
SAS	BASE SAS	\$361,685 (collectively for all PWC - Alpharetta-related SAS licenses)
SAS	SAS/AF	

SAS	SAS/STAT	
Sterling Commerce	Connect: Direct for OS/390 (TCP/IP & SNA Products)	\$76,462
Syncsort Inc.	Proc SyncSort	\$69,385 (collectively for all PWC -
Syncsort Inc.	SyncSort MVS	Alpharetta-related Syncsort licenses)
Tone	OMC-Print	\$66,930
PWC-MIDRANGE		
Citrix-GEAC	Citrix Mf Xpa 1.0-10u Conn Pk W/sub Adv Nt4/w2k	\$35,475 (collectively for all PWC -
Citrix - GEAC	Citrix Mf Xpa 1.0-20u Conn Pk W/sub Adv Nt4/w2k	Midrange-related Citrix - GEAC licenses)
Citrix-GEAC	Citrix Mf Xpa 1.0-50u Conn Pk W/sub Adv Ntr/w2k	
Citrix - GEAC	Citrix Mf Xpa 1.0-starter System 20u W/sub Adv Nt4/w2K	
Citrix - GEAC	Microsoft Open Business Windows 2000 Bus - 5.0 Cal.	
Citrix-GEAC	Microsoft Open Business Windows 2000 Terminal Services Bus-5.0 Cal	
Citrix - GEAC	Microsoft Open Business Windows Server 2000 Bus - 5.0	
Citrix-GEAC	Microsoft Windows 2000 Server Media Kit	
Edify Corporation	Edify 6.2 Departmental (24 Agents)	\$63,683 (collectively for all PWC - Midrange
Edify Corporation	Edify Development License (Workforces Application Server: Development Level)	-related Edify Corporation licenses)
Edify Corporation	Telephony Services: Departmental	
Edify Corporation	Facsimile Services: Departmental	
Edify Corporation	Facsimile Services Software: Single Concurrent User	
Edify Corporation	Multi-Database Access: Department	
Edify Corporation	Electronic Workforce for Windows NT Development Kit v6.2	
Edify Corporation	Workforce Application Builder (Agent Trainer)	
Edify Corporation	American Spanish Language	
Edify Corporation	Canadian French Language	
Embarcadero	(10) Embarcadero Rapid SQL	\$8,970
Technologies, Inc.		
Hyperion	(1) Base Solution - Hyperion Enterprise License (includes 2 Co-Located Named Administrator Users)	\$124,000 (collectively for all PWC - Midrange-related Hyperion licenses)
Hyperion	(10) Hyperion Enterprise Named Basic User (transfer of Equifax licenses)	
Kronos	(1) Connect, primary payroll interface	\$151,090 (collectively for all PWC - Midrange-related Kronos licenses)
Kronos	(1) Connect, secondary payroll interface	

Kronos	(1) Workforce Accruals	
Kronos	(1) Workforce Managers, up to 50	
Kronos	(1) Workforce Web	
Kronos	(1) Workforce Central v4. (2,500 employees)	
Kronos	(2) WFC Administration and Support	
Kronos	(2) WFC Basic Configuration	
Kronos	(2) WFC Daily Operations	
Kronos	(2) WFC Database Maintenance	
Kronos	(210 Hrs) Implementation and Installation and Training	
Kronos	(4) WFC Implementation Workshop	
Kronos	(6) Kronos Virtual Classroom Module Sessions	
Merant	(2) PVCS Licenses	\$10,000
Resumix	Resumix Human Asset Management (TM) System (Includes Recruiter's Desktop, Operator's Desktop and Database "A" Server License (1) Concurrent Users (10) Non-Concurrent Users (5) Interact Toolkit Test License Xerox OCR Software for Resume Processing (1) Crystal Reports Module (1) Fulcrum Full-Text Search Engine (1) ResFax In/Out (1) Employment Folder (1) AutoMatch Capability (1) System Administration Module (1) Resumix Internet Recruiter Including 55 Requisitions LumiNet for two (2) Users Requisition Lookup (1)	\$330,000 (Collectively for all PWC Midrange-related Resumix Licenses)
Resumix		
Shanon	Enterprise Client Site License	\$55,000
Sybase	(1 server) Adaptive Server Enterprise	\$157,021 (collectively for all PWC - Midrange-related Sybase licenses)
Sybase	(85) Adaptive Server Enterprise	
Sybase	(1) Adaptive Server Ent UNIX/WP 32 User (1)	
Sybase	(1) Adaptive Server Ent UNIX/WP 32 User	
Sybase	(1) LM French Connectivity	
Sybase	(1) LM Japanese Connectivity	

Sybase (1) LM German Connectivity  
Sybase (1) LM Spanish Server  
Sybase (1) LM Chinese Server

TOTAL: \$8,940,172.84

Under no circumstances shall Equifax be required to pay, with respect to the transfer of, acquisition of, or procuring or securing of Third Party Agreements or Third Party Use Rights, costs, fees or expenses exceed the sum of the "totals" identified on this Exhibit C and Exhibit D, except that:

(a) Equifax shall be responsible for paying any sales, transfer or VAT taxes directly associated with transferring and/or acquiring such licenses, and the parties agree that such taxes are not included in the maximum fees/costs identified above; and

(b) Equifax agrees to pay (i) any fees and costs, not to exceed \$16,500, in connection with obtaining any consents necessary with respect to the Pitney Bowes DocSense software products, LPC Finalist and Streamweaver, and (ii) any fees and costs, not to exceed \$120,000, in connection with obtaining any consents necessary with respect to SAS Institute's software products, SAS Base, SAS Connect, SAS Echo, SAS Stat and SAS Warehouse. Such amounts to be paid shall be additional to the amounts required to be paid otherwise under this Exhibit C or Exhibit D.

The scope of the licenses to be purchased by Equifax pursuant to the list above shall be limited as follows:

(a) Certegy's rights to use the applicable software shall be substantially similar to the rights held by Equifax with respect to the Certegy Business on the Closing Date; provided that in no event shall such rights be greater, in terms of duration, territory, usage or otherwise (including rights related to the number of users, the number of concurrent users or the number of MIPS) than Equifax possessed and used in the Certegy Business on the Closing Date.

(b) Equifax shall not be required to pay any maintenance fees with respect to the software licenses unless such maintenance fee obligations are bundled as part of the license fee for the first year of the license.

## APPENDIX A TO EXHIBIT C

## ORACLE PRODUCT ASSIGNED/TRANSFERRED TO CERTEGY INC.

PRODUCT	LICENSE TYPE	LICENSE LEVEL	NUMBER OF USERS
Oracle Database Enterprise Edition	Named User, Multi-Server	Deployment	228
Oracle Database Enterprise Edition	Concurrent-Network	Full Use	32
Oracle Database Enterprise Edition	Named User, Multi-Server	Full Use	36
Oracle Database Enterprise Edition	Universal Power Units	Full Use	64,504
Designer/2000	Developer	Full Use	4
Developer/2000	Concurrent	Full Use	2
Developer Server	Concurrent	Full Use	15
Diagnostic Management Pack	Universal Power Units	Full Use	1,600
Discoverer - Administrative Edition	Concurrent	Full Use	1
Discoverer - User Edition	Concurrent	Full Use	43
Oracle Database Enterprise Edition	Concurrent-Network	Deployment	250
Partitioning	Universal Power Units	Full Use	11,571
Oracle Database Personal Edition	Named User, Single-Server	Full Use	1
Tuning Management Pack	Universal Power Units	Full Use	1,600
Web Application Server EE	Processors	Full Use	2

	Support Services Agreement	related to this Agreement.		
8.	PWC: Finance and Accounting Business Process and Support Services Agreement	Equifax will negotiate and enter into new agreements that will permit Certegy to have certain use rights under this or related to this Agreement.	Not applicable.	\$ 0
9.	EMC: Product Transfer License and Maintenance Agreement	Equifax will obtain expanded rights, pursuant to a separate agreement between Equifax and EMC, to use the EMC Catalog Solution to process data for and on behalf of Certegy	Not applicable.	\$ 200,000
	Commencement Dates:			
	-#ME960283 -- 11/22/98			
	-#ME960265 -- 6/19/98			
10.	GEAC: Agreement dated July 8, 1996 between GEAC Enterprise Solutions, Inc. (formerly known as Geac Computer Systems, Inc and Equifax Inc. (related to Accounts Payable/General Ledger System).	Equifax will obtain rights under this Agreement for third party processors to perform services for and on behalf of Certegy for both Mainframe and Midrange Software.	Not applicable.	\$ 0
11.	Storage Technology Corp	Equifax will obtain on Certegy's behalf rights as an "authorized user" under the Master Agreement to use the following software product:  SILO/ExL M MTHLY	Not Applicable	\$ 0
11.	Sterling Commerce: License Agreement between Equifax Information Technology, Inc. and Sterling Commerce Inc.	Equifax will obtain expanded rights, pursuant to a separate agreement between Equifax and Sterling Commerce, pursuant to which Certegy shall have the right to use the following software products until such time as the Sterling Commerce products acquired under Exhibit C are installed and operational:  Connect: Direct MVS Connect: Direct SDF	Not applicable.	\$ 0
12.	Candle Corporation	Equifax will obtain on Certegy's behalf rights as an "authorized user" under the Master Agreement to use the following software products:  Omegamon II MVS Omegamon II DB2	Not applicable.	\$ 0
13.	BMC Software, Inc.	Equifax will obtain on Certegy's behalf rights as an "authorized user" under the Master Agreement to use the following software product:  Resolve Pro SMS	Not applicable.	\$ 0
14.	Magic Solutions	Equifax will acquire a license to the following software products from Magic Solutions, which license will permit Certegy to use the software products in the Certegy Business:  - (12) SM/McAfee HD to Magic HP Upgrd Perp - Magic HD - Ent. Ed. Connect Sppt. - McAfee To Magic Upgrade - Professional Services and Training	Not applicable.	\$ 45,643
			TOTAL:	\$ 245,643.00

## EXHIBIT E

## TRANSFERRED CERTEGY ASSETS

ASSET	OWNER	ASSIGNEE	DESCRIPTION OF RETAINED RIGHTS
U.S. PATENT #5,119,295 ENTITLED "CENTRALIZED LOTTERY SYSTEM FOR REMOTE MONITORING OR OPERATIONS AND STATUS DATA FROM LOTTERY TERMINALS INCLUDING DETECTION OF MALFUNCTION AND COUNTERFEIT UNITS", ISSUED JUNE 2,1992	Equifax Payment Services, Inc. fka Telecredit Inc.	Equifax Inc.	None.
U.S. PATENT #5,223,698 ENTITLED "CARD-ACTIVATED POINT-OF-SALE LOTTERY TERMINAL", ISSUED JUNE 29, 1993	Equifax Payment Services, Inc. fka Telecredit Inc.	Equifax Inc.	None.
U.S. PATENT #5,239,573 ENTITLED "TELEPHONE TERMINAL INCORPORATING SPEECH SYNTHESIZER FOR ENHANCED COMMUNICATION", ISSUED AUGUST 24, 1953	Equifax Payment Services, Inc. fka Telecredit Inc.	Equifax Inc.	None.

Without limiting Certegy's requirements under the Agreement, Certegy (or the respective member of the Certegy Group) shall execute such acknowledgements, grants and assignments of rights in and to the intellectual property described above, as Equifax may reasonably request for the purpose of evidencing, enforcing, registering or defending its worldwide ownership of such intellectual property.

EXHIBIT F

CERTEGY THIRD PARTY AGREEMENTS - TRANSFERS

None.

EXHIBIT G

CERTEGY THIRD PARTY AGREEMENTS - RIGHTS GRANTED

None.

EXHIBIT H  
SPECIFIED EQUIFAX LIABILITIES

None.

EXHIBIT I  
SPECIFIED CERTAIN LIABILITIES

None.

EXHIBIT J

LICENSED EQUIFAX MATERIALS

None.

EXHIBIT K

LICENSED CERTEGY MATERIALS

DESCRIPTION OF INTELLECTUAL PROPERTY	OWNER OF IP	SCOPE OF LICENSE	NAME OF LICENSEE
U.S. Patent Application Serial No. 09/845662, filed April 30, 2001 and entitled "System and Method for Secure Network Transactions" and related PCT Patent Application, filed April 30, 2001 and entitled "System and Method for Secure Network Transactions."	Equifax Check Services, Inc.	Royalty free, non-exclusive, worldwide, perpetual license to make, practice, have made, use and import systems and processes covered by any patent that issues from the applications and to sell to Equifax customers and potential customers services based on such systems and processes; such license may not be transferred or sublicensed (other than to Equifax Affiliates), except pursuant to a state law merger or the sale of substantially all of the licensee's assets and the licensee has no right to authorize any third party to make, have made or sell the technology, whether or not for purposes of allowing such third parties to build and/or run their own payment systems.	Equifax Inc.

EXHIBIT L

UTILITY SOFTWARE PROGRAMS

None, subject to the following:

For purposes of this Exhibit L, "Unidentified Utility Software Program" means any utility software program (i) that is owned by any member of the Certegy Group or the Equifax Group, (ii) used in the business of the party that is not the owner thereof during the twelve (12) calendar months prior to the Closing Date, (iii) for which a continuing business requirement exists on the Closing Date, and (iv) that is identified, in good faith, by both parties as being a Utility Software Program within twelve (12) months following the Closing Date.

The parties agree that the use of an Unidentified Utility Software Program by the party who is not the owner thereof in the normal course of its business shall be permissible. This Exhibit L shall be amended, from time to time, to add any Unidentified Utility Software Programs. At any time an Unidentified Utility Software Program is added to this Exhibit, it shall be deemed to be a "Utility Software Program" for purposes of this Agreement.

EXHIBIT M

OTHER IP ASSETS

Asset	Ownership/Additional Rights
APPLY (SOFTWARE APPLICATION) SOURCE CODE, OBJECT CODE AND DOCUMENTATION	<p>OWNERSHIP:</p> <p>A. As of the Closing Date, all right, title and interest in and to (i) the APPLY source code (other than the source code owned by Equifax pursuant to subsection B below) and object code, including the customer level code written in the TCL or APPLY Basic programming language, (ii) documentation related to the foregoing, and (iii) all patents, patent rights and copyrights related thereto, shall be and at all times will remain the sole and exclusive property of Certegy. Certegy shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Equifax.</p> <p>B. As of the Closing Date, all right, title and interest in and to (i) all APPLY customer level source code written in the TCL programming language associated with the Telco operation in St. Petersburg, (ii) source code written in the APPLY Basic programming language associated with Equifax's Canadian processing site in Montreal, (iii) all credit processing platform source code acquired by Equifax Credit Information Services, Inc. from Christopher T. Nelson and Zoot Enterprises, Inc., known as the "Zoot Code", that was used in the development of the APPLY software product, (iv) documentation related to the foregoing, and (v) all patents, patent rights and copyrights related thereto, shall be and at all times will remain the sole and exclusive property of Equifax. Equifax shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Certegy.</p> <p>LICENSE: As of the Closing Date, Equifax and Certegy shall each have the perpetual, fully paid, worldwide right and license to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, the entire APPLY software product (to the extent the licensee does not already own the same), in both source and object code format, and the documentation thereof without any obligation (including any obligation to account or pay royalties) or liability to the other owner. In connection with Certegy's license to Equifax pursuant to the foregoing sentence, Equifax agrees to pay Certegy a one-time license fee of One Million One Hundred Thousand Dollars (\$1,100,000.00), which fee will be treated as an intercompany payable from Equifax to Certegy and shall be paid in accordance with Section 8.02 of the Distribution Agreement. In connection with Equifax's license to Certegy pursuant to the foregoing, Certegy agrees to pay Equifax a one-time license fee of One Hundred Thousand Dollars (\$100,000.00), which fee will be treated as an intercompany payable from Certegy to Equifax and shall be paid in accordance with Section 8.02 of the Distribution Agreement</p> <p>DERIVATIVE PRODUCTS: Any modifications, enhancements or Derivative Works lawfully made by either party to any of the foregoing assets shall be owned by the entity that modified or enhanced such asset or created such Derivative Work from such asset.</p> <p>FEES/ALLOCATIONS: As set forth above.</p> <p>ADDITIONAL PROVISIONS: Each owner of any of the foregoing assets shall (i) have the right to enforce, in any country, all rights embodied in such assets, and the other party agrees (at its expense) to cooperate in such enforcement action as reasonably requested by the owner thereof, and (ii) have the right to file appropriate patent, trademark, copyright or other applications, in any country, with respect to such assets.</p>

The parties acknowledge and agree that, as between the parties, all right, title and interest in and to the trademark or service mark "APPLY," as it relates to the APPLY software product, shall be and remain the sole and exclusive property of Certegy; provided, however, that Certegy shall grant to Equifax a perpetual, fully paid, world-wide, exclusive license to use the "APPLY" trademark or service mark solely for use in combination with the mark "Equifax" and solely in connection with the use of the APPLY software PRODUCT.

PAYNET SECURE (SOFTWARE APPLICATION), SOURCE CODE, OBJECT CODE AND DOCUMENTATION

OWNERSHIP:

As of the Closing Date, all right, title and interest in and to the source code, object code and documentation with respect to (i) Paynet Secure Level 1 and (ii) the payment processing components of Paynet Secure Level 3, including, without limitation, all patents, patent rights and copyrights related thereto, shall be and at all times will remain the sole and exclusive property of Certegy. Certegy shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Equifax.

As of the Closing Date, all right, title and interest in and to the source code, object code and documentation with respect to (i) Paynet Secure Level 4 and (ii) the authentication components of Paynet Secure Level 3, including, without limitation, all patents, patent rights and copyrights related thereto, shall be and at all times will remain the sole and exclusive property of Equifax. Equifax shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Certegy.

Notwithstanding the foregoing, all right, title and interest in and to eID Verifier, reports related thereto, and all intellectual property rights related thereto, shall be and remain the sole and exclusive property of Equifax, provided that Equifax shall have certain obligations to Certegy with respect to such eID Verifier Reports as specifically set forth pursuant to the Intercompany Data Purchase Agreement. Equifax shall have the sole right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Certegy.

The parties agree and acknowledge that Paynet Secure Level 2 does not exist.

LICENSE: Certegy hereby grants to Equifax a fully paid, non-exclusive, perpetual, worldwide license to use, modify, copy, improve and create Derivative Works and enhancements from, in source code and object code format, processes or procedures developed by Equifax in support to the Paynet Secure software product that have applicability independent of or from the Paynet Secure software product.

DERIVATIVE PRODUCTS: Any modifications, enhancements or Derivative Works lawfully made by either party to any of the foregoing assets shall be owned by the entity that modified or enhanced such asset or created such Derivative Work from such asset.

FEES/ALLOCATIONS: None.

ADDITIONAL TERMS: Equifax agrees that it shall have no ownership or proprietary rights in and to the trademark "Paynet Secure" or similar mark. Each owner of any of the foregoing assets shall (i) have the right to enforce, in any country, all rights embodied in such assets, and the other party agrees (at its expense) to cooperate in such enforcement action as reasonably requested by the owner thereof, and (ii) have the right to file appropriate patent, trademark, copyright or other applications, in any country, with respect to such assets. Please refer to the Transition Support Agreement for information concerning equipment that supports Paynet Secure.



RETAIL REACH (SOFTWARE APPLICATION), SOURCE CODE, OBJECT CODE AND DOCUMENTATION

OWNERSHIP: As of the Closing Date, all right, title and interest in and to the Retail Reach source code, object code and documentation, including, without limitation, all patents, patent rights and copyrights related thereto, shall be and at all times will remain jointly owned by Equifax and Certegy. Each respective owner shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Equifax. Notwithstanding the foregoing, ownership of check transaction data and DL/MICR cross-referencing data shall be governed in accordance with the terms of the Intercompany Data Purchase Agreement and the Bridge Database (as defined in the Transition Support Agreement) shall be owned solely and exclusively by Equifax, subject to the terms and conditions of the Transition Support Agreement.

LICENSE: None.

DERIVATIVE PRODUCTS: Any modifications, enhancements or Derivative Works lawfully made by either party to any of the foregoing assets shall be owned by the entity that modified or enhanced such asset or created such Derivative Work from such asset.

FEES/ALLOCATIONS: None.

ADDITIONAL TERMS: Each owner of any of the foregoing assets shall (i) have the right to enforce, in any country, all rights embodied in such assets, and the other party agrees (at its expense) to cooperate in such enforcement action as reasonably requested by the owner thereof, and (ii) have the right to file appropriate patent, trademark, copyright or other applications, in any country, with respect to such assets. Any patent rights to any invention that (i) has been incorporated into an asset and (ii) was created or developed (in any form or manner) prior to the Distribution Date, shall be jointly owned by the respective parties. Certegy agrees that it shall have no ownership, proprietary rights or rights of use in and to the trademark "Retail Reach" or a similar mark. Please refer to the Intercompany Data Purchase Agreement and the Transition Support Agreement for additional details regarding Retail Reach.

All references to Certegy and Equifax under this Exhibit M may, where the context provides and where applicable, be construed to refer to such entity's respective Group member.

Each party agrees to execute, or cause to be executed, such acknowledgements, grants and assignments of rights in and to the intellectual property described above, as the other party may reasonably request for the purpose of evidencing, enforcing, registering or defending the ownership of such intellectual property as contemplated above.

EXHIBIT N  
PROJECTED MIPS

	2001 -----	Former -----
PROJECTED MIPS	EQUIFAX: 433 CERTEGY: 178	EQUIFAX: 438 CERTEGY: 266
OVERHEAD MIPS	EQUIFAX: 114 CERTEGY: 114	EQUIFAX: 68 CERTEGY: 68

## AGREEMENT REGARDING LEASES

THIS AGREEMENT REGARDING LEASES (this "Agreement") is made and entered into as of the 30th day of June, 2001, by and between EQUIFAX INC., a Georgia corporation ("Equifax"), and CERTEGY PAYMENT SERVICES, INC. (f/k/a Equifax Payment Services, Inc.), a Delaware corporation ("Certegy Payment Services").

## WITNESSETH:

WHEREAS, Certegy Payment Services is currently a wholly-owned subsidiary of Equifax;

WHEREAS, Equifax presently intends to transfer and assign to Certegy Inc., a Georgia corporation ("Certegy"), as a contribution to the capital of Certegy, the capital stock of Certegy Payment Services and certain related assets (the "Spin Transaction"); and

WHEREAS, each of Certegy Payment Services and its subsidiaries (collectively, the "Certegy Payment Services Group"; the persons and entities composing the Certegy Payment Services Group are herein referred to as "Certegy Payment Services Group Companies") and Equifax and its subsidiaries other than those that compose the Certegy Payment Services Group Companies (collectively, the "Equifax Group"; the persons and entities composing the Equifax Group are herein referred to as "Equifax Group Companies") have entered into certain Lease Agreements and Lease Guarantees, and the parties hereto desire to agree upon certain matters with respect to such Lease Agreements and Lease Guarantees in connection with the Spin Transaction, as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing premises and the respective undertakings of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Equifax and Certegy Payment Services hereby agree as follows:

1. Certegy Payment Services Group Leases; Equifax Guarantees.

(a) Certegy Payment Services Group Leases. Certain Certegy Payment Services Group Companies are currently the "tenants" or "lessees" under those certain Lease Agreements identified on Exhibit "A" attached hereto and incorporated herein (the "Certegy Payment Services Group Leases"), and such Certegy Payment Services Group Companies will continue to be the "tenants" or "lessees" under their Lease Agreements immediately after the consummation of the Spin Transaction. The parties intend that the Spin Transaction shall not constitute an assignment or other transfer under any of the Certegy Payment Services Group Leases that would require the consent of the "landlord" or "lessor" thereunder, but, in the event the Spin Transaction is deemed to be such an assignment or other transfer under any of the Certegy Payment Services Group Leases, then Equifax and Certegy Payment Services hereby agree to reasonably cooperate with each other in obtaining any such required consent of the "landlord" or "lessor" thereunder. Certegy Payment Services shall, and hereby agrees to,

indemnify, defend and hold Equifax harmless from, against and in respect of any actions, causes of action, suits, claims, demands, judgments, or proceedings asserted against, imposed upon or suffered or incurred by Equifax, and from, against and in respect of any liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, asserted against, imposed upon or suffered or incurred by Equifax, in connection with or arising out of or by reason of any one or more of the Certegy Payment Services Group Leases in connection with the Spin Transaction or otherwise.

(b) Equifax Guarantees. Equifax has entered into lease guarantees (the "Equifax Guarantees") with respect to the duties, obligations, liabilities, and responsibilities of the "tenant" or "lessee" under certain of the Certegy Payment Services Group Leases, as identified on Exhibit "B" attached hereto and incorporated herein. Certegy Payment Services shall, and hereby agrees to, indemnify, defend and hold Equifax harmless from, against and in respect of any actions, causes of action, suits, claims, demands, judgments, or proceedings asserted against, imposed upon or suffered or incurred by Equifax, and from, against and in respect of any liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, asserted against, imposed upon or suffered or incurred by Equifax in connection with or arising out of or by reason of any one or more of the Equifax Guarantees. Without limiting any of the rights or remedies of Equifax under the Distribution Agreement (as hereinafter defined) or otherwise, Equifax shall be subrogated to the right, title, and interest of the "landlord" or "lessor" under each of the Equifax Guarantees and all rights or remedies of the "landlord" or "lessor" thereunder to the extent Equifax is required to honor any such Equifax Guarantees and to the extent permitted under the terms of the applicable Certegy Payment Services Group Lease.

## 2. Equifax Group Leases; Subletting; Assignment.

(a) Equifax Group Leases. Certain Equifax Group Companies are currently the "tenants" or "lessees" under those certain Lease Agreements identified on Exhibit "C" attached hereto and incorporated herein (the "Equifax Group Leases"), and all or a portion of the premises under each of such Equifax Group Leases are currently occupied by one or more Certegy Payment Services Group Companies. The parties desire that portions of the premises under certain Equifax Group Leases be sublet, and that certain of the Equifax Group Leases be assigned, to the Certegy Payment Services Group Company currently occupying all or a portion of the premises thereunder, as set forth in subparagraphs (b) and (c), below.

(b) Subletting. Certegy Payment Services Group Companies currently occupy all or a portion of the premises under each of the Equifax Group Leases identified as "to be sublet" on Exhibit "C" hereto, which occupied portion of each such premises is more particularly described on said Exhibit "C". Each of the Equifax Group Companies that is the "tenant" or "lessee" under each such Equifax Group Lease (each as a "Sublandlord" hereunder) does hereby sublease to the Certegy Payment Services Company identified on said Exhibit "C" as the "Subtenant" with respect to such Equifax Group Lease, and each such Subtenant does hereby sublease from its respective Sublandlord, for the term and on the terms and conditions

hereinafter provided in Exhibit "D" attached hereto and incorporated herein, such portion of the premises under such Equifax Group Lease as is more particularly described in said Exhibit "C", and herein referred to, as the "Sublet Premises". For purposes of Exhibit "D" and this Agreement, and with respect to each such Equifax Group Lease, the term "Total Premises" means the entire "premises" under such Equifax Group Lease. In the event any such subletting requires the consent of the "landlord" or "lessor" under the applicable Equifax Group Lease, then the respective Sublandlord and Subtenant hereby agree to reasonably cooperate with each other in obtaining any such required consent. All statements, covenants, agreements, representations and warranties, if any, made herein (including, without limitation, in Exhibit "D" hereto) by each Sublandlord shall be deemed to be made by such party only with respect to itself or to the Equifax Group Lease or Sublet Premises of such party, as the case may be, and shall not be deemed to be made by such party with respect to any other Sublandlord or to any other Equifax Group Lease or Sublet Premises, and each Sublandlord shall have liability and responsibility under this Agreement with respect to such subletting only in respect of the Sublet Premises of that Sublandlord and shall have no liability or responsibility in respect of any other Sublet Premises.

(c) Assignment. Certegy Payment Services Group Companies currently occupy all or a portion of the premises under each of the Equifax Group Leases identified as "to be assigned" on Exhibit "C" hereto. Each of the Equifax Group Companies that is the "tenant" or "lessee" under each such Equifax Group Lease (each as an "Assignor" hereunder) does hereby assign all of its right, title, and interest in and to its respective Equifax Group Lease to the Certegy Payment Services Company identified on said Exhibit "C" as the "Assignee" with respect to such Equifax Group Lease, and each such Assignee does hereby assume all of the obligations, duties, responsibilities, and liabilities of the "tenant" or "lessee" under such Equifax Group Lease with respect to periods of time from and after the date of this Agreement, pursuant to and in accordance with the terms and conditions hereinafter provided in Exhibit "E" attached hereto and incorporated herein. In the event any such assignment requires the consent of the "landlord" or "lessor" under the applicable Equifax Group Lease, then the respective Assignor and Assignee hereby agree to reasonably cooperate with each other in obtaining any such required consent. All statements, covenants, agreements, representations and warranties, if any, made herein (including, without limitation, in Exhibit "E" hereto) by each Assignor shall be deemed to be made by such party only with respect to itself or to the Equifax Group Lease of such party, as the case may be, and shall not be deemed to be made by such party with respect to any other Assignor or to any other Equifax Group Lease, and each Assignor shall have liability and responsibility under this Agreement with respect to such assignment only in respect of the Equifax Group Lease of that Assignor and shall have no liability or responsibility in respect of any other Equifax Group Lease.

### 3. Distribution Agreement.

(a) Compliance. Certegy Payment Services shall comply with, abide by and perform all of the terms, covenants, conditions, agreements, requirements, restrictions and provisions of Section 2.08 of the Distribution Agreement (as hereinafter defined) as to the Certegy Payment Services Group Leases and the Equifax Guarantees and with respect to each Sublet Premises and the subleasing and assignments set forth in this Agreement. The term

"Distribution Agreement" means that certain Distribution Agreement dated as of the date of this Agreement executed by and between Equifax and Certegy in connection with the Spin Transaction.

(b) Dispute Resolution. Any disputes arising under this Agreement, and any liability of either party with respect to the attorneys' fees or costs incurred by the other party with respect to such dispute, shall be resolved in accordance with Section 15.10 of the Distribution Agreement in the same manner and with the same effect as if said Section were set forth in full and at length herein and as if Certegy Payment Services and each Sublandlord and Assignee hereunder were the parties thereto other than Equifax, and as if Equifax and each Sublandlord and Assignor hereunder were the parties thereto other than Certegy, and said Section is hereby incorporated herein.

4. Further Assurances. From time to time after the date hereof, each of Equifax and Certegy Payment Services, and any Sublandlord, Subtenant, Assignor, and Assignee, shall, upon written request, do all such additional and further acts, and shall execute and deliver all such additional and further assignments, subleases, and other instruments and documents, as any other party hereto may reasonably require to effectuate the terms and conditions of this Agreement.

#### 5. General Provisions.

(a) Notices. Whenever any notice, demand or request is required or permitted to be given by one party hereto to the other party under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below such party's respective execution hereof, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first business day after deposit with commercial courier, or on the third business day following deposit in the United States Mail, as the case may be.

(b) Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(c) Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(d) Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(e) Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(f) Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(g) Non-Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(h) Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or at equity.

(i) Time of Essence. Time is of the essence of this Agreement.

(j) Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(k) Entire Agreement; Modification. This Agreement supersedes all prior discussions and agreements between Equifax and Certegy Payment Services, and any Sublandlord, Subtenant, Assignor, or Assignee, with respect to the Certegy Payment Services Group Leases, the Equifax Group Leases, the Equifax Guarantees, the subletting and assigning hereunder and other matters expressly set forth herein, and this Agreement contains the sole and entire understanding between Equifax and Certegy Payment Services, and the Sublandlords, Subtenants, Assignors, and Assignees, with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Equifax and

Certegy Payment Services; provided, however, that if any such modification or amendment affects any subletting described in Section 2(b), above, or any assignment described in Section 2(c), then the Sublandlord and Subtenant or the Assignor and Assignee, as the case may be, shall also be a party to such modification or amendment instrument.

(l) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(m) Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(n) No Construction Against Preparer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(o) Successors and Assigns. This Agreement shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party hereto is named or referred to.

IN WITNESS WHEREOF, Equifax and Certegy Payment Services have caused their duly authorized representatives to execute, seal and deliver this Agreement Regarding Leases, all as of the day and year first written above.

EQUIFAX:

Equifax Inc., a Georgia corporation

Date executed: June 30, 2001

By: /s/ Kent E. Mast

-----  
Name: Kent E. Mast  
Title: Corporate Vice President,  
General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for Notices:

Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Phillip J. Mazzilli, CFO

with a copy to:

Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Kent E. Mast, General Counsel

CERTEGY PAYMENT SERVICES:

Certegy Payment Services, Inc.,  
a Delaware corporation

Date executed: June 30, 2001

By: /s/ Bruce S. Richards

-----  
Name: Bruce S. Richards  
Title: Corporate Vice President,  
General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for Notices:

Certegy Payment Services, Inc.  
c/o Certegy Inc.  
P.O. Box 349  
Alpharetta, Georgia 30009  
Attn: Michael T. Volkommer, CFO

with a copy to:

Certegy Payment Services, Inc.  
c/o Certegy Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30004  
Attn: Bruce S. Richards, General Counsel

Agreement and Acknowledgment of Sublandlords and Subtenants:

Each of the following parties hereby agree to the terms and provisions of the foregoing Agreement Regarding Leases, and is hereby made a party thereto, solely with respect to the subleasing of the Sublet Premises with respect to which such party is Sublandlord or Subtenant pursuant to Section 2(b) of the foregoing Agreement Regarding Leases.

SUBLANDLORDS:

SUBTENANTS:

-----  
Equifax Information Services, LLC (f/k/a  
Equifax Credit Information Services, Inc.)

-----  
Certegy Inc.

By: /s/ Kent E. Mast

By: /s/ Bruce S. Richards

-----  
Name: Kent E. Mast  
Title: Corporate Vice President  
General Counsel and  
Secretary  
Counsel and Secretary

-----  
Name: Bruce S. Richards  
Title: Corporate Vice President,  
General Counsel and  
Secretary

[CORPORATE SEAL]

[CORPORATE SEAL]

Equifax Knowledge Engineering, Inc.  
(f/k/a Market Knowledge, Inc.)

Certegy Inc.

By: /s/ Kent E. Mast

By: /s/ Bruce S. Richards

-----  
Name: Kent E. Mast  
Title: Corporate Vice President,  
General Counsel and  
Secretary

-----  
Name: Bruce S. Richards  
Title: Corporate Vice President,  
General Counsel and  
Secretary

[CORPORATE SEAL]

[CORPORATE SEAL]

Initial Address for Notices for each Sublandlord

[Name of Sublandlord]  
c/o Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Phillip J. Mazzilli, CFO

with a copy to:

[Name of Sublandlord]  
c/o Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Kent E. Mast, General Counsel

Initial Address for Notices for each Subtenant

Certegy Inc.  
P.O. Box 349  
Alpharetta, Georgia 30009  
Attn: Michael T. Volkommer, CFO

with a copy to:

Certegy Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30004  
Attn: Bruce S. Richards, General Counsel

Agreement and Acknowledgment of Assignors and Assignees:

Each of the following parties hereby agree to the terms and provisions of the foregoing Agreement Regarding Leases, and is hereby made a party thereto, solely with respect to the assignment of the Equifax Group Lease with respect to which such party is Assignor or Assignee pursuant to Section 2(c) of the foregoing Agreement Regarding Leases.

Counsel and Secretary

ASSIGNORS:  
-----  
Equifax Inc.

ASSIGNEES:  
-----  
Certegy Inc.

By: /s/ Kent E. Mast  
-----  
Name: Kent E. Mast  
Title: Corporate Vice President,  
General Counsel and  
Secretary  
  
[CORPORATE SEAL]

By: /s/ Bruce S. Richards  
-----  
Name: Bruce S. Richards  
Title: Corporate Vice President,  
General Counsel and  
Secretary  
  
[CORPORATE SEAL]

Equifax Information Services, LLC (f/k/a  
Equifax Credit Information Services, Inc.)

Certegy Inc.

By: /s/ Kent E. Mast  
-----  
Name: Kent E. Mast  
Title: Corporate Vice President,  
General Counsel and  
Secretary  
  
[CORPORATE SEAL]

By: /s/ Bruce S. Richards  
-----  
Name: Bruce S. Richards  
Title: Corporate Vice President,  
General Counsel and  
Secretary  
  
[CORPORATE SEAL]

Initial Address for Notices for each Assignee:

[Name of Assignor]  
c/o Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Phillip J. Mazzilli, CFO

with a copy to:

[Name of Assignor]  
c/o Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Attn: Kent E. Mast, General Counsel

Initial Address for Notices for each Assignee:

Certegy Inc.  
P.O. Box 349  
Alpharetta, Georgia 30009  
Attn: Michael T. Volkommer, CFO

with a copy to:

Certegy Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30004  
Attn: Bruce S. Richards, General Counsel

## EXHIBIT "A"

## SCHEDULE OF CERTEGY PAYMENT SERVICES GROUP LEASES

Tenant	Premises Location	Premises Size (RSF)	Expiration Date
Transax Australia PLC	570 Bourke Street, Melbourne, Australia	5,500	09/30/2003
Transax Australia PLC	97 Pirie Street, Adelaide, Australia	8,622	04/03/2002
Transax Australia PLC	56 O'Riordan Street, Sydney, Australia	1,647	12/31/2002
Certegy Ltda. (f/k/a Unnisa Soluces ern Meios de Pagamento Ltda.)	Av. Getulio Vargas 1300, Nova Lima, Brazil	46,482	09/30/2005
Certegy Ltda. (f/k/a Unnisa Soluces ern Meios de Pagamento Ltda.)	Av. Maria Coelho Auiar 215, Sao Paulo, Brazil	31,041	06/24/2002
Transax Financial Services, Ltd.	Franklin Tower, Paris, France	4,865	12/31/2006
Transax PLC	The National Bank Centre, Tower II, Level 16, Auckland, New Zealand	6,180	12/31/2002
Certegy First Bankcard Systems, Inc. (f/k/a First Bankcard Systems, Inc.)	The Pavilion at Lake Hearn, Atlanta, Georgia	50,063	04/30/2002
Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	Plaza Executive Suites, Suite 6, 11 Sundial Circle, Carefree, Arizona	225	10/31/2001
Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	370 North 2200 West, Salt Lake City, Utah	24,605	06/30/2004
Goldleaf Technologies	103 Commerce Street, Lake Mary, Florida	2,000	02/28/2002
Goldleaf Technologies	104 N. Church Street, Hahira, Georgia	2,500	month-to-month
Goldleaf Technologies	105 Webb Street, Hahira, Georgia	1,400	month-to-month
Goldleaf Technologies	220 West Main Street, Hahira, Georgia	500	month-to-month
Goldleaf Technologies	514 S. Church Street, Hahira, Georgia	100	month-to-month

EXHIBIT "B"

SCHEDULE OF CERTEGY PAYMENT SERVICES GROUP LEASES  
HAVING AN EQUIFAX INC. LEASE GUARANTEE

Tenant	Landlord	Premises Location	Premises Size (RSF)	Expiration Date
Certegy First Bankcard Systems, Inc. (f/k/a First Bankcard Systems, Inc.)	Pavilion Partners, L.P.	The Pavilion at Lake Hearn, Atlanta, Georgia	50,063	04/30/2002

Exhibit "B"  
(Page 1 of 1)

EXHIBIT "C"

SCHEDULE OF EQUIFAX GROUP LEASES  
TO BE SUBLET AND ASSIGNED

EQUIFAX GROUP LEASES TO BE SUBLET

Tenant	Subtenant	Premises Location	Premises Size (RSF)	Expiration Date
Equifax Information Services, LLC (f/k/a Equifax Credit Information Services, Inc.)	Certegy Inc.	Brea, California	1,335	04/30/03
Equifax Knowledge Engineering, Inc. (f/k/a Market Knowledge, Inc.)	Certegy Inc.	747 East 22nd Street, Lombard, Illinois	27,484	05/31/05

EQUIFAX GROUP LEASES TO BE ASSIGNED

Tenant	Assignee	Premises Location	Premises Size (RSF)	Expiration Date
Equifax Information Services, LLC (f/k/a Equifax Credit Information Services, Inc.)	Certegy Inc.	2650 East Imperial Highway, Brea, California	1,335	07/31/02
Equifax Inc.	Certegy Inc.	100, 102, 104 West Main Street, Hahira, Georgia	8,000	12/31/01

EXHIBIT "D"

SUBLEASE TERMS AND CONDITIONS

1. Specifications. Sublandlord hereby subleases to Subtenant, and Subtenant hereby hires from Sublandlord, the Sublet Premises, upon and subject to the terms and conditions herein set forth, in its "as is" condition existing on the date possession is delivered to Subtenant, without requiring any alterations, improvements, repairs or decorations to be made by Sublandlord, or at Sublandlord's expense, either at the time possession is given to Subtenant or during the entire term of this Sublease, or any extension thereof. In connection therewith, Subtenant represents that it has thoroughly examined the Sublet Premises and the Total Premises and building of which it is a part.

2. Term. The term of this Sublease shall commence on JULY 1, 2001 (hereinafter referred to as "Commencement Date") and shall end on the day immediately preceding the day of the expiration of the term of the Lease Agreement demising the Total Premises to Sublandlord (such day on which the term of this Sublease expires is hereinafter referred to as "Expiration Date"; such Lease Agreement is hereinafter referred to as the "Overlease"), or on such earlier date upon which said term may expire or be terminated pursuant to any of the conditions or limitations or other provisions of this Sublease, the Overlease or pursuant to law.

3. Rent. Subtenant agrees to pay to Sublandlord, as rent under this Sublease, all base rent, additional rent, and any other charges or fees whatsoever payable by Sublandlord under the Overlease in respect of the Sublet Premises; and, without limiting the generality of the foregoing, Subtenant shall pay to Sublandlord, as additional rent under this Sublease, all charges for any additional services provided to Subtenant or the Sublet Premises, including, without limitation, charges and fees for after-hours heating and air-conditioning services. Subtenant's obligation to pay rent shall survive the termination of this Sublease or the expiration of the term hereof. The base rent, additional rent, and any other rent, charges, or fees payable hereunder shall be paid to Sublandlord at 1550 Peachtree Street, Atlanta, Georgia 30309, Attention: Accounting - Rent Payment, or at such other place as Sublandlord may designate in writing, in lawful money of the United States of America without notice or demand therefor and without any deduction, setoff or abatement whatever.

4. Terms of Overlease.

(a) All of the terms, covenants, conditions, agreements, requirements, restrictions and provisions of the Overlease required to be performed or complied with by Sublandlord, as "tenant" or "lessee" under the Overlease, are incorporated herein by reference as terms, covenants, conditions, agreements, requirements, restrictions and provisions of this Sublease to be performed and complied with by Subtenant for the benefit of both Sublandlord and the "landlord" or "lessor" under the Overlease ("Lessor"), and Subtenant hereby expressly assumes the same for the benefit of both Sublandlord and Lessor; and all duties, obligations, liabilities and responsibilities of Sublandlord, as "tenant" or "lessee" under the Overlease, in respect of the Sublet Premises shall be duties, obligations, liabilities and responsibilities of Subtenant to Sublandlord and Lessor. Sublandlord shall have all of the rights of Lessor under the Overlease as against Subtenant.

(b) Subtenant acknowledges that the expiration or any earlier termination of the Overlease as to the Sublet Premises shall automatically extinguish and terminate this Sublease.

(c) Without limiting the generality of subparagraph (a), above, Subtenant shall obtain and maintain all insurance types and coverages, and waiver of subrogation endorsements from its insurer, as specified in the Overlease to be obtained and maintained by Sublandlord, as "tenant" or "lessee" under the Overlease, in amounts not less than those specified in the Overlease. All policies of insurance obtained by Subtenant shall name Lessor and Sublandlord as additional insureds thereon in accordance with the Overlease, and all endorsements waiving the right of subrogation of Subtenant's insurers shall benefit Lessor and Sublandlord. Subtenant's insurance shall be primary over Lessor's and Sublandlord's insurance. Subtenant will deliver to Sublandlord and Lessor annually certificates reflecting that Subtenant has obtained and is maintaining the required insurance coverages in the appropriate amounts.

(d) Notwithstanding anything in this Sublease to the contrary, Subtenant expressly acknowledges and agrees that Sublandlord shall not have any liability or responsibility of any kind or nature whatsoever for any act or omission of Lessor, or for any failure by Lessor to perform and comply with its duties, obligations, liabilities and responsibilities under the Overlease; and, without limiting the generality of the foregoing, Sublandlord shall not be obligated to furnish for Subtenant any services of any nature whatsoever, including, without limitation, the furnishing of heat, electrical energy, air conditioning, elevator service, cleaning, window washing, or rubbish removal services.

(e) Subtenant represents and warrants that it has reviewed the Overlease, and that it is familiar with the contents thereof.

(f) Subtenant covenants and agrees that Subtenant will not do anything that would constitute a default under the Overlease or omit to do anything, which Subtenant is obligated to do under the terms of this Sublease and which would constitute a default under the Overlease.

(g) Subtenant shall, and hereby agrees to, indemnify, defend and hold Sublandlord harmless from, against and in respect of any actions, causes of action, suits, claims, demands, judgments, or proceedings asserted against, imposed upon or suffered or incurred by Sublandlord, and from, against and in respect of any liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, asserted against, imposed upon or suffered or incurred by Sublandlord, by reason of any failure by Subtenant to perform and comply with, fully and completely, the terms, covenants, conditions, agreements, requirements, restrictions and provisions of the Overlease in respect of the Sublet Premises and the use and occupancy thereof, or the duties, obligations, liabilities and responsibilities under the Overlease in respect of the Sublet Premises and the use and occupancy thereof.

(h) The terms, covenants, conditions, agreements, requirements, restrictions and provisions of this Sublease are cumulative of and in addition to the terms, covenants, conditions, agreements, requirements, restrictions and provisions of the Overlease.

#### 5. Alterations to Sublet Premises.

(a) Subtenant shall not make any alteration, improvement, decoration, or installation (hereinafter referred to as "Alterations") in or to the Sublet Premises, without in each instance obtaining the prior written consent of both Lessor and Sublandlord. If any Alterations are made without consent, Lessor or Sublandlord may remove the same, and may correct, repair and restore the Sublet Premises and any damage arising from such removal, and Subtenant shall be liable for any and all costs and expenses incurred by Lessor or Sublandlord in the performance of this work.

(b) Subtenant may have any Alterations performed by contractors of its own choice, at its expense, provided that Subtenant has obtained written approval of the contractor by Lessor and Sublandlord. The design of all Alterations undertaken by Subtenant shall be subject to prior written approval of Lessor and Sublandlord, and no Alterations shall be commenced until such approval is obtained. With reasonable notice to Subtenant, Lessor and Sublandlord shall at all times have the right to inspect the work performed by any contractor selected by Subtenant during normal business hours.

(c) Prior to the Expiration Date, or upon any earlier termination of this Sublease, Subtenant, at the request of Sublandlord or Lessor, shall remove all Alterations, repair all damage resulting from such removal and restore the Sublet Premises to the condition as of the date possession was delivered to Subtenant. If Subtenant fails or refuses to remove such Alterations, or fails to correct, repair and restore the Sublet Premises, Lessor or Sublandlord may cause the same to be removed, and repairs and restoration to be made, in which event Subtenant shall reimburse to the party who caused said Alterations to be removed and repairs made, the cost of such removal, repairs and restoration, together with any and all damages which Lessor or Sublandlord may suffer and sustain by reason of Subtenant's failure or refusal to remove said Alterations.

(d) Subtenant, at its sole cost and expense, shall be responsible for: (i) the construction and installation of complete demising walls to separate the Sublet Premises from the remainder of the Total Premises, if any, if desired by Subtenant or required by Lessor or under any applicable law; (ii) the alteration or modification of any of the building systems rendered necessary by reason of the demise of the Sublet Premises (including all modifications necessary or desirable to provide service to the Sublet Premises and "zoning" modifications outside the Sublet Premises rendered necessary or desirable by reason of the demise of the Sublet Premises); and (iii) for the construction and installation of the complete demising walls for any newly created common areas on the floor on which the Sublet Premises are located, the creation of which is necessitated by the demise of the Sublet Premises.

6. Subtenant's Personal Property. On the Expiration Date or upon the expiration or earlier termination of this Sublease, Subtenant shall remove all of its furniture, furnishings and equipment, shall repair all damage resulting from such removal or its use of the Sublet Premises, and shall surrender the Sublet Premises, as so required, in good condition, subject only to reasonable wear and tear and to damage, if any, by fire or other casualty. The obligations of Subtenant as herein provided shall survive the termination of this Sublease.

7. Assignment and Sublease. Subtenant shall not assign, mortgage, pledge or otherwise encumber this Sublease, or sublet the Sublet Premises or any part thereof, without the prior written consent of Sublandlord and Lessor in each instance.

8. Brokers. Sublandlord and Subtenant each represent and warrant, one to another, that neither of them has employed any broker in carrying on the negotiations, or had any dealings with any broker, relating to this Sublease. Sublandlord shall indemnify and hold harmless Subtenant, and Subtenant shall indemnify and hold harmless Sublandlord, from and against any claim or claims for brokerage or other commission(s) arising from or out of any breach of the foregoing representations and warranties by the respective indemnitors.

9. Entire Agreement. This Sublease contains all of the covenants, agreements, terms, provisions, conditions, warranties and understandings relating to the leasing of the Sublet Premises and Sublandlord's obligations in connection therewith, and neither Sublandlord nor any agent or representative of Sublandlord has made or is making, and Subtenant in executing and delivering this

Sublease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Sublease. All understandings and agreements, if any, heretofore had between the parties with respect to subletting the Sublet Premises are merged in this Sublease, which alone fully and completely expresses the agreement of the parties with respect thereto. The failure of Sublandlord to insist in any instance upon the strict keeping, observance or performance of any covenant, agreement, term, provision or condition of this Sublease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver or modification of any covenant, agreement, term, provision or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by Sublandlord and Subtenant. No surrender of possession of the Sublet Premises or of any part thereof or of any remainder of the term of this Sublease shall release Subtenant from any of its obligations hereunder unless accepted by Sublandlord in writing. The receipt and retention by Sublandlord of base rent or additional rent from anyone other than Subtenant shall not be deemed a waiver of the breach by Subtenant of any covenant, agreement, term or provision of this Sublease, or as the acceptance of such other person as a tenant, or as a release of Subtenant from the further keeping, observance or performance by Subtenant of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by Sublandlord of base rent or additional rent shall not be deemed a waiver of any breach hereof.

Exhibit "D"  
(Page 4 of 4)

EXHIBIT "E"

ASSIGNMENT TERMS AND CONDITIONS

FOR VALUE RECEIVED, Assignor and Assignee hereby agree as follows, to be effective as of JULY 1, 2001 (for purposes of this Exhibit "E", the "Effective Date"):

1. Assignment. Assignor does hereby sell, convey, transfer and assign to Assignee all of the right, title and interest of Assignee in, to and under that certain Lease Agreement with respect to which Assignor and Assignee are the "assignor" and "assignee" as set forth in and pursuant to SECTION 2(C) of the foregoing Agreement Regarding Leases (the "Lease Agreement").

2. Assumption. Assignee hereby assumes and agrees to comply with and perform all of the duties, obligations, responsibilities, and liabilities of the "tenant" or "lessee" under the Lease Agreement with respect to time periods from and after the Effective Date.

3. Representations and Warranties; Indemnities.

(a) Assignor represents and warrants as follows with respect to the Lease Agreement: Assignor is the true and lawful owner of all of the right, title and interest of the "tenant" or "lessee" or "tenant" in, to and under the Lease Agreement, free and clear of all claims, liens and encumbrances of any kind or nature whatsoever; the Lease Agreement is presently in full force and effect, and is the entire agreement between Assignor and the "landlord" or "lessor" thereunder; and Assignor has performed and complied with, in all material respects, all of the duties, obligations, responsibilities, and liabilities of the "tenant" or "lessee" under the Lease Agreement required by the Lease Agreement to have been performed or complied with prior to the Effective Date.

(b) Assignor shall, and hereby agrees to, indemnify, defend and hold Assignee harmless from, against and in respect of any actions, causes of action, suits, claims, demands, judgments, or proceedings asserted against, imposed upon or suffered or incurred by Assignee, and from, against and in respect of any liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, asserted against, imposed upon or suffered or incurred by Assignee, by reason of any failure by Assignor to perform and comply with, fully and completely, the duties, obligations, responsibilities, and liabilities of the Lease Agreement required by the Lease Agreement to be performed and complied with by the "tenant" or lessee" thereunder prior to the Effective Date.

(c) Assignee shall, and hereby agrees to, indemnify, defend and hold Assignor harmless from, against and in respect of any actions, causes of action, suits, claims, demands, judgments, or proceedings asserted against, imposed upon or suffered or incurred by Assignor, and from, against and in respect of any liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, asserted against, imposed upon or suffered or incurred by Assignor, by reason of any failure by Assignee to perform and comply with, fully and completely, the duties, obligations, responsibilities, and liabilities to be performed and complied with by the "tenant" or lessee" under the Lease Agreement from and after the Effective Date.

ICBA BANCARD, INC.  
and  
CERTEGY CARD SERVICES, INC.  
2003 RENEWAL SERVICE AGREEMENT

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ICBA BANCARD, INC.  
and  
CERTEGY CARD SERVICES, INC.  
2003 RENEWAL SERVICE AGREEMENT

This 2003 Renewal Service Agreement ("Agreement" or "2003 Renewal Agreement") is made as of June 1, 2003 ("Effective Date"), by and between ICBA BANCARD, INC. ("Bancard"), a Delaware corporation, and CERTEGY CARD SERVICES, INC. ("Certegy"), a Florida corporation, with reference to the following facts:

RECITALS

Bancard is a corporation engaged primarily in the provision of payment services to A. financial institutions (the "Bancard Program"). Certegy is engaged in the business of providing processing for payment services to B. Financial Institutions (the "Certegy Services").

C. Bancard, acting as agent for certain community banks that are members of the Independent Community Bankers of America ("Financial Institutions"), has retained Certegy to provide certain of the Certegy Services (the "Program Services") to Financial Institutions in the Bancard Program.

D. Bancard and Certegy are parties to a 1994 Renewal Service Agreement, dated December 12, 1994, as amended December 12, 1996 (First Amendment) and February 15, 2000 (Second Amendment); a Privacy Addendum dated February 1, 2001; and a Letter Agreement dated September 28, 2001 (collectively, the "1994 Renewal Agreement") governing the parties' rights and obligations with respect to the Program Services provided to Financial Institutions.

E. The term of the 1994 Renewal Agreement expires on December 11, 2004, and Bancard and Certegy now desire to modify, restate and extend the Term of the 1994 Renewal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the parties as follows:

1.0 Modification and Restatement. By this Agreement, the parties hereby modify and otherwise restate the terms of the 1994 Renewal Agreement. As of the Effective Date hereof, the provisions of this Agreement supersede the provisions of the 1994 Renewal Agreement and are incorporated into each of the agreements for provision of the Program Services between Bancard and each Financial Institution (the "Financial Services Agreement"). Extension of Term. The term of the 1994 Renewal Agreement, as hereby modified 2.0 and restated, shall expire on March 31, 2008 (the "Renewal Term").

Services. 3.0

3.1 Description. Certegy shall provide to those Financial Institutions identified to it from time to time by Bancard (i) the credit card services described in Schedules "A", "B", "G", "K" and "L" (the "Credit Card Program Services") and the Merchant Services described in Schedule "C" (the "Merchant Program Services"); and (ii) the debit, in-house/pass through and ATM card services described in Schedule "E" (the "Debit Card Program Services"), Schedule "J" (the "Stored Value Card Program Services") and the E-Banking Services as described in Schedule "I" (the "EBanking Program Service Program"), all of which are attached to, and fully incorporated into, this Agreement. Except as otherwise specifically set forth in this Agreement, Bancard shall use Certegy exclusively for the Credit Card Services and Merchant Program Services described in subsection (i) above. Bancard shall identify to Certegy each Financial Institution with which Bancard has executed a Financial Services Agreement to provide the Credit Card Program Services, Merchant Program Services, Debit Card Program Services, Stored Value Card Program Services and/or E-Banking Program Services.

3.2 Data to Vendors. If a Financial Institution wishes Certegy to provide data pertaining to that Financial Institution to third party vendors, that Financial Institution shall provide written authorization to Certegy and indemnification for claims pertaining to such data transfer and the performance of any such vendors, in a form acceptable to Certegy. In addition, Certegy may require any such vendors to enter into written agreements with Certegy governing the transfer of such data.

Termination. 4.0

By Bancard. Bancard may terminate this Renewal Agreement: 4.1 in the event of the loss or termination, for any reason, of Certegy's (a) right or ability to provide the Program Services;

(b) subject to sections 4.9 herein, in the event Certegy commits any material breach of its obligations under this Agreement, and such breach is not cured within thirty (30) days of Certegy's receipt of notice of the breach. A "Material Failure" as defined in section 9.0 herein and an "Adverse Event" as defined in section 4.9 herein, shall each constitute a material breach of this Agreement by Certegy within the meaning and intent of this section;

(c) upon any affirmative act of insolvency by VISA or MasterCard or affiliated networks or upon the filing by VISA or MasterCard or affiliated networks of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of the properties of VISA or MasterCard or affiliated networks; provided, however, that such an act or event by or relating to VISA or MasterCard or affiliated networks, but not to both, shall not terminate this Agreement with regard to the other, provided Certegy remains able to provide the Program Services to other card associations or networks;

(d) to the extent permitted by applicable law, upon the filing by Certegy of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of its properties. By Certegy. Certegy may terminate this Agreement:

4.2 (a) in the event Bancard commits any material breach of its obligations under this Agreement, and such breach is not cured within thirty (30) days of Bancard's receipt of notice of the breach;

(b) to the extent permitted by applicable law, upon the filing by Bancard of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of its properties.

(c) upon any affirmative act of insolvency by VISA or MasterCard or affiliated networks or upon the filing by VISA or MasterCard or affiliated networks of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of the properties of VISA or MasterCard or affiliated networks; provided, however, that such an act or event by or relating to VISA or MasterCard or affiliated networks, but not to both, shall not terminate this Agreement with regard to the other, provided Certegy remains able to provide the Program Services to other card associations or networks;

4.3 In the event of termination of this Agreement pursuant to section 4.1(a), (b), (c) or (d), or in the event of expiration of this Agreement governed by section 20.2 herein, neither Bancard nor Financial Institutions shall be required to pay to Certegy the Termination Fees (defined in section 4.4 below) or any other fees or charges other than those which may have become due for Program Services rendered hereunder prior to the termination or expiration.

4.4 In the event of termination by any Financial institution of the Program Services on Schedule "A", "B", "C", "E", "F", "G", "J", "K" and/or "L" with respect to all or substantially all of its accounts falling under that Program Service, for any reason whatsoever other than upon termination or expiration of this Agreement due to circumstances described in section 4.3 above, Bancard shall pay to Certegy the following termination fees (the "Termination Fees"): the greater of (i) the Deconversion Fees set forth in the applicable Schedule for the Program Services terminated or (ii) the sum of (a) an amount equal to the last six (6) months fees, other than Pass

Through Fees, for the Program Services terminated, other than for Program Services under Schedule "C" and (b) if the Schedule "C" Program Services are terminated, that Financial Institution's fees, other than Pass Through Fees, for Schedule "C" Services for the preceding three (3) months.

Notwithstanding the above, in the event a Financial Institution only terminates the Services in Schedule "C" and retains the other Program Services being provided under other Schedules, then neither Bancard nor such Financial Institution shall be required to pay Certegy any Termination Fees under Schedule C. For each termination of Program Services by a Financial Institution, Certegy shall provide Bancard a written accounting of the Fees to be assessed, if any, including an explanation of the Fee calculation. Notwithstanding the assessment and collection of the above amounts, nothing in this Agreement shall limit the legal and equitable remedies, which would otherwise be available to Certegy in the event of termination of this Agreement following a material breach of this Agreement by Bancard.

4.5 Cooperation. Upon termination of this Agreement pursuant to section 4.1, Certegy will use its best efforts to assist Bancard in arranging for access to the Program Services on substantially the same terms as are provided in this Agreement so that Financial Institutions may continue receiving similar services without substantial interruption. Certegy and Bancard will cooperate to effect an orderly conversion of accounts and data to a successor card processing institution. As requested by Certegy, Bancard shall cooperate to affect the reclamation of cards, checks and drafts issued in connection with the Program Services. Except as otherwise provided in section 4.9 or 20.4 herein, within fourteen (14) days after the termination of this Agreement, Bancard shall send to each Financial Institution via first class U.S. mail a letter in the form attached hereto as Exhibit 3.

4.6 Rights of Parties to Funds. Upon expiration and non-renewal, or termination of this Agreement for any reason, the respective rights of the parties to funds in any and every account over which more than one party has signature authority shall be governed by the provisions of section 7.0 hereof.

4.7 Notifications. Upon the occurrence of any event noted in sections 4.1 and 4.2 above, the party first having knowledge of such event shall notify the other. Bancard shall require each Financial Institution desiring to terminate the Program Services for reasons other than those in section 4.1 to provide Certegy not less than six (6) months advance written notice.

4.8 Prohibited Solicitation. In the event of termination of this Agreement by Bancard pursuant to section 4.1(b), Certegy agrees that for a period of twelve (12) months from the effective date of termination, Certegy, its subsidiaries and affiliates, on their own behalf or as program administrator for the Financial Institution Benefit Association ("FIBA") shall not, directly or indirectly, engage in prohibited solicitation ("Prohibited Solicitation") of Financial Institutions as customers of Certegy, its subsidiaries, affiliates, or as members of FIBA, or as customers of any other entity which is a customer of Certegy, its subsidiaries, affiliates, or is a member of FIBA, without the prior written approval of Bancard; provided, however, that nothing herein shall restrict (i) Certegy's right to do business with entities which are competitors of Bancard, and (ii) such competitors' rights to solicit Financial Institutions as customers.

"Prohibited Solicitation" within the meaning of this section means initiating any written or oral communication with Financial Institutions, directly or indirectly, which is, or may be construed by Financial Institution as, a direct or indirect request or inducement to Financial Institutions to continue to receive Program Services from Certegy, its subsidiaries, affiliates, or as a member of FIBA or any other entity which is a customer of Certegy, its subsidiaries, affiliates, or is a member of FIBA, following the expiration or termination of this Agreement, without the prior written consent of Bancard. Prohibited Solicitation shall include, but not be limited to, invitations to educational or other seminars which Certegy, its subsidiaries, affiliates or FIBA sponsor, or in which it or they participate; promotional or other information concerning Certegy, its subsidiaries, affiliates or FIBA, including financial information; and general information concerning services and prices. Prohibited Solicitation shall not include changes in services or prices as permitted under this Agreement and information needed by Financial Institutions in order for Certegy to effect the deconversion of Financial Institutions.

4.9 Adverse Events. In the event that during the Renewal Term Bancard reasonably determines that specific acts or events ("Adverse Events") by Certegy or its subsidiaries or affiliates, have adversely affected, or would adversely affect, to a substantial degree, (i) the goodwill and reputation of Bancard with members of the Independent Community Bankers of America ("ICBA"), and (ii) Bancard's business, and that such adverse effect would continue if Bancard continued its relationship with Certegy under this Agreement, Bancard shall notify Certegy of its intention to terminate this Agreement. In such event Certegy and Bancard shall make every good faith effort to mutually overcome the effects of the Adverse Event. If the matter is not resolved to the satisfaction of Bancard within sixty (60) days after such notice, the issue of whether an Adverse Event has occurred shall be submitted to binding arbitration pursuant to the provisions of section 18 hereof. It is agreed, however, that this section 4.9 cannot be used to terminate this Agreement because Certegy has exercised its rights against a Financial Institution or taken action on behalf of Bancard against a Financial Institution pursuant to Certegy's rights under this Agreement.

If Certegy accepts Bancard's notice of its desire to terminate, or if the arbitrators determine that an Adverse Event has occurred, then the effective date of termination shall be one (1) year from the date of such notice or from the date on which the arbitration award is rendered, as the case may be, or such other date as the parties mutually agree. Within fourteen (14) days after Certegy's acceptance of Bancard's notice or the rendering of the arbitration award, as the case may be, Bancard shall send to each Financial Institution via first class U.S. mail a letter in the form attached hereto as Exhibit 3. An Adverse Event under this section 4.9 shall be deemed to be a material breach of this Agreement within the meaning and intent of section 4.1(b) herein.  
Intentionally Left Blank.

5.0 Fees.

6.0

6.1 Scheduled Fees. In consideration for provision of the Program Services to Financial Institutions by Certegy, Bancard shall be responsible for all Financial Institutions paying

to Certegy the fees set forth in Schedules "A", "B", "C", "E", "G", "J", "K", "L", and "I" of Exhibit 1 attached to this Agreement (the "Scheduled Fees"). The Scheduled Fees shall be effective as of the dates shown on each Schedule and shall remain in effect until changed pursuant to the terms of this Agreement. Bancard shall indemnify and hold Certegy harmless from any and all losses incurred as the result of a Financial Institution's failure or refusal to pay Certegy any uncontested Scheduled Fees.

6.2 Settlement of Fees. For those Program Services for which Certegy settles daily for Program Members, processing fees shall be settled each banking day for the applicable transactions and shall be payable by deduction from the applicable Financial Institution's daily settlement amount. Fees for all other Program Services shall be invoiced monthly, payable ten (10) days after the invoice date. In no event will any sums due Certegy under section 4.3 or 4.4 hereof be deducted by Certegy from any settlement account, BIN, ICA or otherwise.

6.3 Bancard's Financial Responsibility. As to Certegy, as agent for the Financial Institutions, Bancard assumes financial responsibility for all VISA and MasterCard transactions processed into and out of its, or a Financial Institution's, Base Identification Number (BIN) Account and its, or a Financial Institution's, Interbank Card Association (ICA) Account including, but not limited to, counterfeit transactions and fraudulent transactions. Bancard shall indemnify Certegy for any and all losses Certegy incurs related to such transactions, which losses were not caused by Certegy's actions or omissions in performance of the Program Services. Certegy is expressly prohibited from using Bancard's, or a Financial Institution's, BIN or ICA Account for the benefit of any person or organization other than Financial Institutions in the Bancard Program, or for any purpose other than processing transactions for such Financial Institutions, without the prior express written consent of the applicable VISA or MasterCard principal member.

6.4 Time Frame for Merchant Settlement. Certegy shall remit to the Settlement Account the amount of all VISA and MasterCard merchant transactions from each Financial Institution no more than four (4) business days following Certegy's receipt of such merchant VISA and MasterCard transactions from a Financial Institution, except for delays resulting from those events provided for in section 34.0 herein.

6.5 Fee Increases. Certegy may make a one-time adjustment to the Scheduled Fees at any time during the final twenty-four (24) months of the Renewal Term in accordance with the requirements of section 6.5.1 below; provided, however, that (i) no such Fee increase may be made if a "Material Failure" which has not been cured, as defined in section 9.1 below, has occurred during the four (4) calendar quarters immediately preceding Certegy's notice of proposed Fee increase; and (ii) Certegy may implement adjustments of those fees over which Certegy has no control ("Pass Through Fees") and which are identified as such in the Scheduled Fees, at any time during the Renewal Term of this Agreement. Certegy shall notify Bancard of any Pass Through Fee increase at least thirty (30) days prior to the date Certegy implements such increase.

6.5.1 Certegy may implement increases of the Scheduled Fees by a percentage which is equal to or less than the sum of (i) the amount by which the Percentage Increase (defined in section 6.5.4 below) exceeds two percent (2%), but is not more than six percent (6%);

and (ii) one-half of the amount by which the Percentage Increase exceeds six percent (6%). Certegy shall notify Bancard of any such fee increase at least one hundred eighty (180) days prior to the date Certegy implements such increase.

6.5.2 The following definitions shall apply to this section 6.5: "Index" shall mean the Consumer Price Index for All Urban Consumers (1967 = 100), specified "All Items", relating to Tampa, Florida and issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Index in its form as of the Effective Date hereof is discontinued, or if the basis on which it is now calculated shall be revised, the parties shall make an appropriate conversion to such revised Index on the basis of conversion factors published by the Bureau of Labor Statistics; if such conversion factors are not published, either party may request the Bureau of Labor Statistics to provide, when needed, an appropriate conversion or adjustment which shall be applicable thereafter; or if the Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion or adjustment, then the parties shall, in good faith, agree on a suitable substitute for the Index.

6.5.3 "Base Index" shall mean the Index established for the month in which the prices on the Schedule that Certegy seeks to adjusted became effective; and (ii) for any subsequent increase, the Index in the month that was the Comparative Month in the last applicable increase.

6.5.4 "Percentage Increase" shall mean the percentage equal to the fraction, the numerator of which shall be the Index in the Comparative Month less the Base Index, and the denominator of which shall be the Base Index.

6.5.5 "Comparative Month" shall mean the most recent month for which the Index has been published prior to Certegy providing notice of the increase, which Comparative Month shall be deemed the month of the last increase for purposes of establishing the new "Base Index" for any future increase.

6.6 Most Favored. If during the Renewal Term, Certegy signs a new or renewal contract for services similar to Credit Card Program Services and Merchant Program Services with any other association of financial institutions which has approximately the same or comparable Credit Card and Merchant transaction volumes for approximately the same or comparable group of services and levels of support as the Credit Card and Merchant Program Services and support being provided to the Bancard Program, then within fifteen (15) business days after that contract is signed or made public (in the case of a contract which is required to be publicly disclosed), Certegy shall give Bancard written notice of that fact and shall provide a schedule of the basic terms that will govern the credit card and merchant services to be provided and the rates, including any provisions for rate increases or decreases, to be charged to the members of that other association (the "Rate Structure"). Bancard shall have the right to elect to have the Rate Structure substituted for Bancard's then current rates and terms, which election it may make only by giving written notice to Certegy within thirty (30) days following receipt of the Rate Structure from Certegy; provided, however, that Certegy then shall be entitled to provide the Program Services on the same basic terms under which they are being provided to the other association. If Bancard elects the other association's Rate

Structure, it shall become effective on a reasonable date to be mutually agreed by the parties, which date shall be at least thirty (30) days from Bancard's election and which shall be the first calendar day of a month.

Other Services. Certegy may perform services for Bancard or the Financial 6.7 Institutions which are not included in this Agreement at prices to be mutually agreed by Certegy and Bancard prior to the performance of such services, and shall be documented by means of a written amendment to this Agreement. Certegy shall not be responsible or obligated for any services Bancard provides to Financial Institutions which are not included in this Agreement including, but not limited to, advertising, research and development, taxes allocated to property owned by Bancard, and insurance. Program Clearing, Settlement and Payment Accounts.

7.0

7.1 Program Clearing Account. As agent for Financial Institutions, Bancard shall maintain a demand deposit account (the "Program Clearing Account" or "PCA") for daily settlement of transactions, charges and reimbursements.

7.1.1 Access. Certegy may access the PCA for the following purposes: daily settlement of all VISA and MasterCard cardholder

(a) amounts due to/from VISA and MasterCard; and daily settlement of fees due Certegy for the transactions

(b) previously processed; and

(c) monthly settlement of fees and charges due Certegy, other than processing fees, such access permitted not less than ten (10) days after the invoicing of such fees and charges to Bancard; and

(d) daily settlement of all dues, fees, assessments and other charges due Certegy for, without limitation, the combined warning bulletin fees, interchange fees, VISA and/or MasterCard Association fines or other charges, if any, and assessments; and

(e) daily payment of any interest due Certegy for funds Certegy paid to VISA or MasterCard on behalf of Bancard that Bancard did not have available to Certegy in the PCA ("PCA Shortfall"). Bancard shall pay Certegy interest at the base rate charged by the clearing bank for the Bancard Program, plus one percent (1%) for all PCA Shortfall; and daily investment for Bancard's benefit of surplus funds in the

(f) PCA.

7.1.2 Minimum Balance. For Credit Card Program Services and Debit Card Program Services, Bancard shall maintain at all times in the PCA a minimum balance ("Minimum Balance") equivalent to the product of the following equation:

[The anticipated average aggregate cardholder base for all Financial Institutions for the next ninety (90) days or two hundred (200), whichever is greater] x 2.5 (anticipated transactions per cardholder account per month) x 52 (anticipated average transaction amount) / 21.5 (average business days per month) x 3. The elements of the above equation shall be adjusted quarterly by Certegy, or more often if deemed necessary by Certegy and Bancard, based on the actual volume of the previous month and seasonal factors, in all cases with advance written notice to Bancard, . Settlement.

## 7.2

7.2.1 Settlement Account. Bancard shall require each Financial Institution to maintain at all times a demand deposit account (the "Settlement Account" or "SA") for the purpose of replenishing the PCA so that an amount no less than each Financial Institution's pro rata share of the Minimum Balance is maintained at all times. Bancard and/or Certegy through the Automated Clearing House ("ACH") or wire transfer at Bancard's expense, may access each SA on a daily basis to transfer to the PCA a sum equivalent to the product of the following equation: [Financial Institution's anticipated cardholder base for the next ninety (90) days or two hundred (200), whichever is greater] x 2.5 (anticipated transactions per cardholder account per month) x 52 (anticipated average transaction amount) / 21.5 (average business days per month) x 3 (average number of the days required for clearance of transfers from Financial Institutions into the PCA). The elements of the above equation shall be adjusted quarterly by Certegy, or more often if deemed necessary by Certegy and Bancard, based on the actual volume of the previous month and seasonal factors, in all cases with advance written notice to Bancard and each Financial Institution. Bancard shall require each Financial Institution to maintain at all times in the SA an amount equal to the product of the equation expressed above in this section 7.4, as adjusted from time to time.

7.2.2 Settlement to Financial Institutions processing on BASE2000. Financial Institutions receiving Certegy Services under Schedules "K" or "L" shall each establish a Settlement Account in the Financial Institution's name to enable VISA and/or MasterCard to settle transactions, dues, fees, assessments and other amounts directly to the Financial Institution Settlement Account. The Financial Institution shall maintain sufficient balances in the Settlement Account to enable such VISA and/or MasterCard settlements. Neither Bancard nor Certegy shall bear any responsibility or liability for funding of the Financial Institution's Settlement Account.

7.3 Payment Account. As agent for Financial Institutions, Bancard shall establish a demand deposit account for deposit of payments made to Bancard and Financial Institutions ("Payment Account"). Certegy may access such Payment Account to deposit payments received from cardholders and to transfer sums to the appropriate Financial Institution Settlement Account.

7.4 Reporting. Certegy shall furnish to Bancard on a monthly basis

(a) detailed information including bank statements and reconciliation statements for the PCA;

(b) a monthly statement of each day's interchange fees; and

(c) such data as may be reasonably requested by Bancard and/or any Financial Institution. Certegy also shall furnish to each Financial Institution daily statements of settlements with VISA, MasterCard and Certegy.

7.5 Audit. Bancard shall have the right to receive an annual Statement from Certegy's outside certified public accounting firm, at Certegy's expense, in the form such Statement is normally prepared for Certegy's regular audits, which confirms that the firm has examined Certegy's operations and that the reports furnished to Bancard and Financial Institutions are accurate and based upon generally accepted accounting principles. Additional Obligations of Financial Institutions. Each Financial Institution is bound 8.0 by the following provisions as of the Effective Date of this Agreement:

8.1 Right to Refuse Merchants. Financial Institution shall not enroll merchants for participation in the VISA and/or MasterCard systems through Bancard or Certegy if such merchants are within the categories of merchants designated by Bancard and/or Certegy from time to time as "high-risk merchants". Bancard or Certegy shall have the right to refuse to enroll, and may terminate the enrollment of, any merchant, if it determines, in its sole and absolute discretion, that enrolling, or failing to terminate, such merchant would create excessive risk for Bancard and/or Certegy.

8.2 Right to Refuse Transactions. In the event that either Bancard or Certegy determines, in its sole and absolute discretion, that the risks related to the credit card sales drafts introduced by any merchant enrolled by any Financial Institution are excessive, then Bancard or Certegy may refuse to accept and process such transactions. Bancard or Certegy shall promptly notify Financial Institution of its refusal to accept and process transactions from any such merchant.

8.3 Card Association Requirements. Financial Institution shall comply with all VISA and/or MasterCard and Network requirements for enrolling new merchants including, but not limited to, the performance of a credit check and/or other financial background investigation; a physical inspection of the merchant's place of business; and an investigation to determine whether the merchant previously has been expelled from the VISA and/or MasterCard systems by another Financial Institution for fraud, suspected fraud or failure to meet its financial responsibilities. Financial Institution shall examine the sales drafts contained in sealed merchant deposits before forwarding such deposits to Certegy in order to detect possible fraud and other irregularities.

8.4 Indemnification. Notwithstanding any other provision of this Agreement to the contrary, Financial Institution shall indemnify and hold harmless Certegy and Bancard, and their respective stockholders, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (the "Indemnified Parties"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, fees, including reasonable attorney fees, or disbursements of any kind or nature whatsoever (the "Losses"), which may be suffered by, imposed on, incurred by, or asserted against the Indemnified Parties in any way relating to, or arising

out of, any merchant deposit of VISA or MasterCard credit card or debit card sales drafts ("Sales Drafts") which arise from transactions from merchants enrolled by Financial Institution or an agent institution of Financial Institution for the Merchant Program Services provided pursuant to this Agreement and/or the Financial Services Agreement, including counterfeit or fraudulent transactions, credits processed by a merchant, or any chargebacks of Sales Drafts. Certegy shall be a third-party beneficiary of the indemnities in this section, and if Certegy brings any lawsuit, arbitration or other action against Financial Institution to enforce the provisions of this section, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with the action.

8.5 Right to Utilize Certain Funds. Bancard and/or Certegy shall have the right to utilize any amounts payable to Financial Institution as a result of transactions in the MasterCard and/or VISA systems in payment of, or to reimburse Bancard or Certegy for, chargebacks or any other amounts payable by, or any other Losses resulting from, the activities of any merchants enrolled by Financial Institution or an agent institution of Financial Institution. Financial Institution acknowledges that Certegy is a third party beneficiary of all Bancard rights in the Financial Services Agreement, and that Certegy is entitled to exercise all rights given to it pursuant to this section to, among other things, apply incoming amounts to offset or recover amounts due on fraudulent transactions introduced into the MasterCard and/or VISA systems by merchants enrolled by Financial Institution or an agent institution of Financial Institution. Financial Institution specifically agrees that the rights of Bancard and Certegy and the obligations of Financial Institution hereunder shall survive the expiration or earlier termination of this Agreement.

#### 9.0 Quality Control Standards.

9.1 Compliance Requirements. Certegy shall maintain the Quality Control Standards set forth in Exhibit 2 attached hereto (the "Standards"), which shall apply as appropriate and as indicated on Exhibit 2, beginning on the Effective Date, to the Program Services on the Schedules to Exhibit 1. At the end of each calendar quarter, Certegy and Bancard shall review Certegy's performance for that quarter in light of the Standards. To facilitate such review, Certegy shall provide Bancard with internally generated monthly reports on which the review can be based, along with a certification by a Certegy officer verifying their accuracy. For purposes of measuring Certegy's compliance with the requirements of this section, the "Standards" designated as "material standards" shall be deemed to be "Material Standards" for the purposes of this Agreement. Certegy's failure to meet one or more Material Standards, or three (3) or more of the other Standards, in any calendar quarter, shall be deemed a "Material Failure." In the event of a Material Failure, Certegy shall take those steps necessary to cure that specific Material Failure within the thirty (30) day period following notice by Bancard to Certegy of the Material Failure. The test period to determine whether such cure has been accomplished shall be the thirty (30) day period following the thirty (30) day period for cure referred to above. In the event that the Material Failure has not been cured as evidenced by Certegy's reports thereon, subject to Bancard's right of inspection and audit, Certegy shall have committed a "material breach" of its obligations hereunder which has not been cured within the meaning and intent of section 4.1(b) hereof.

9.2 Right to Audit. On reasonable notice during normal business hours, Bancard representatives shall have the right, at Bancard's expense, to inspect and audit information and records in Certegy's possession or control pertaining to Certegy's compliance with the Standards; provided that Certegy shall have the right to receive and comment on any report prepared by any representative of Bancard in connection with any such inspection or audit prior to its dissemination to Financial Institutions or other third parties.

9.3 Joint Review and New Card Processing Systems. Bancard and Certegy agree to review the Standards and make amendments as agreed. The parties jointly shall make reasonable modifications to the Standards when needed to apply to any new card processing system or platform implemented by Certegy during the Renewal Term. Those modifications shall take into account the differences in capability and function of any such new system.

9.4 Filing and Reporting Requirements. On Bancard's behalf, Certegy agrees to comply with all Visa and MasterCard filing and reporting requirements imposed on Bancard, as a result of Program Services. Certegy's assistance to Bancard with filing and reporting requirements occasioned by the Bancard Program not resulting from Certegy Services shall be subject to the parties agreement on applicable terms and fees.

10.0 System Enhancements. Bancard and Certegy will negotiate a schedule of specific system enhancements that Certegy will provide at no additional cost to Bancard or the Financial Institutions. The parties will set forth that schedule and the terms applicable to the provision of those enhancements in an amendment to this Agreement. Further, during the Renewal Term, if Bancard requests other enhancements or changes to the Program Services, then Certegy and Bancard will negotiate whether and upon what terms Certegy will provide those enhancements or changes, including additional fees which Certegy may charge. Certegy reserves the right to make any changes to the Program Services so long as Bancard will continue to be able to meet its obligations to the Financial Institutions and their customers.

#### 11.0 Confidentiality.

11.1 Each of the parties to this Agreement agrees to hold as secret and confidential information, reports, plans, customer lists, documents, drawings, writings, samples, statements, audit reports, software, manuals, know how and other proprietary material ("Confidential Information") received from the other party. "Confidential Information" shall also include information and data concerning the business, activities, operations, financial results, properties or management of the Financial Institutions or their customers prepared by or for Certegy, or used in any way by Certegy in connection with the provision of Program Services to Financial Institutions and their customers, whether or not Financial Institutions and their customers are therein identified by name. All Confidential Information provided from one party to the other shall remain the property of the disclosing party. For purposes of this section 11.0, Confidential Information shall not include information which becomes available to the public through no wrongful action of the receiving party; which may be published prior to the date hereof; which is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties; which is received from a third party without restriction and without breach of this Agreement; which is independently

developed by the receiving party; or which is disclosed pursuant to a requirement or request from a government agency. This Agreement shall in no way be construed to grant any right, license, or authorization to either party to use Confidential Information except as permitted in this Agreement. Each party shall restrict Confidential Information received from the other party to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to provide the Program Services hereunder. Such employees or persons shall be under the same obligations to hold secret and confidential such Confidential Information as provided herein. Certegy may disclose Confidential Information to its third-party vendors or contractors as necessary to provide the Program Services under this Agreement. Before disclosing Confidential Information to such third-party vendors or contractors, Certegy shall first secure the written agreement of such vendors or contractors to protect and limit the use of such Confidential Information as provided herein. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Agreement.

11.2 Bancard and Certegy agree as follows regarding the use to be made of, and the protections to be provided to, Confidential Information, including non-public financial information that is personally identifiable to a customer of a Financial Institution (referenced in the Gramm-Leach-Bliley Act (the "GLB Act"), as "Non-public Personal Information" or "NPI"), which is disclosed to Certegy to enable it to provide the Program Services to Financial Institutions:

11.2.1 NPI shall be treated as Confidential Information under section 11.1 of this Agreement;

11.2.2 All Confidential Information provided to or acquired by Certegy in the course of providing Program Services to a Financial Institution shall be used only for the provision of the Program Services, unless lawful disclosure is authorized in writing by that Financial Institution. Certegy shall not disclose Confidential Information to any person not affiliated with the Financial Institution, except as necessary to provide the Program Services or if such disclosure would be lawful if made directly by the Financial Institution;

11.2.3 When contracting with third parties to assist in providing the Program Services to Financial Institutions ("Third Party Vendors"), Certegy shall require those Third Party Vendors to comply with the same, or substantially similar, confidentiality and privacy obligations as apply to Certegy under this Agreement;

11.2.4 Certegy shall restrict its employees' access to Confidential Information to those employees who need to know the Confidential Information in order to provide the Program Services to Financial Institutions;

11.2.5 Certegy shall maintain physical, electronic and procedural safeguards that comply with the applicable laws and regulations concerning NPI, to prevent unauthorized and unlawful disclosure;

11.2.6 Bancard shall require each Financial Institution to comply with the GLB Act including, but not limited to, providing the privacy notices to each customer of each Financial Institution;

11.3 Upon the expiration and non-renewal, or earlier termination of this Agreement, or at the expiration or termination of any Financial Institution's Financial Services Agreement, each party, including each Financial Institution, shall return to the disclosing party all copies of Confidential Information received from the other, or shall deliver a certificate signed by an officer of the party certifying that such Confidential Information has been destroyed.

11.4 Annual Review. Each year upon Bancard's request, or upon the written request of a Financial Institution, Certegy shall provide to Bancard or the requesting Financial Institution, a copy of the most recent third party auditors' review and report on the design and compliance test of Certegy's processing system.

12.0 Data Transmission. Financial Institution, at its expense, shall be responsible, and shall bear the risk of loss or damage, for transmission of information and data ("Data") to and from Certegy's data processing center. In the case of physical transmission, Financial Institution shall bear the risk of loss and damage to the point where and until Certegy signs a receipt for the Data, and in the case of electronic transmission, until Certegy confirms receipt. Certegy's responsibility for the safekeeping and security of plastics commences upon the delivery of such plastics to Certegy and terminates upon delivery of plastics by Certegy to the U.S. mail, courier or freight representatives designated by Financial Institution.

13.0 Records Inspection. Information and records concerning Bancard or the Financial Institutions in the possession of Certegy shall be available for inspection and audit by representatives of Bancard and each of the Financial Institutions upon presentation of written authorization, upon reasonable notice and during normal business hours. Information and records in the possession of Certegy concerning a Financial Institution or a customer of a Financial Institution, shall be available for inspection and audit by representatives of such Financial Institution upon presentation of written authorization, upon reasonable notice and during normal business hours.

14.0 Changes to the Program Services. Should Bancard request a change in any of the Program Services that would require modification of hardware or software utilized by Certegy, then Certegy and Bancard agree to negotiate whether and upon what terms and conditions such modifications shall be provided, if at all. Certegy reserves the right to make changes to the Program Services so long as Bancard will continue to be able to meet its obligations to Financial Institutions and their customers.

15.0 Government Inspection. Certegy shall permit those governmental agencies which regulate and examine Bancard and the Financial Institutions to examine Certegy, its books and records, to the same extent as if the Program Services were being performed by Bancard or the Financial Institutions on its own premises.

16.0 Insurance.

16.1 Forms and Limits. Certegy represents that it has the following minimum limits of insurance coverage currently in effect ("Insurance Coverage") and that premiums therefor shall be paid when due:

Limits Forms  
- -----

General Liability - Basic (a)	\$ 500,000
General Liability - Excess	\$15,000,000
Errors and Omissions (b)	\$ 5,000,000
EDP Extra Expense (c)	\$ 1,500,000
Employee Dishonesty - Basic (d)	\$ 50,000
Employee Dishonesty - Excess	\$ 5,000,000

Upon Bancard's request, Certegy annually will provide certificates of coverage evidencing the Insurance Coverage.

16.2 Maintenance of Policies and Endorsements. Certegy agrees to maintain the Insurance Coverage at no less than the above-stated minimum Limits during the Renewal Term and any subsequent renewal terms, between Certegy and Bancard. Certegy shall maintain Endorsements naming Bancard as Loss Payee, as agent for Financial Institutions, on all Certegy insurance policies which provide coverage for losses incurred by Financial Institutions resulting from, or arising out of, employee dishonesty. The Endorsements shall be in a form acceptable to Bancard.

16.3 Involuntary Changes of Coverage. Should the Insurance Coverage, or any portion thereof, be involuntarily terminated or modified without the consent of Certegy, Certegy shall replace such terminated or modified portions of the Insurance Coverage prior to final termination or modification, or as soon thereafter as commercially possible. In the event of involuntary termination or modification, Certegy shall notify Bancard immediately, but in no event later than three (3) days following receipt of notice by the Chief Financial Officer of Certegy of the termination or modification.

16.4 Premium Expense not a Defense. It is expressly understood and agreed that premium expense shall not be a valid reason for Certegy's failure to maintain, renew, replace or selfinsure the Insurance Coverage.

16.5 Consent to Change Coverage. It is expressly understood and agreed that Certegy may not reduce the Limits below those stated above or discontinue or terminate the

Insurance Coverage for any reason without prior notice to, and the express written consent of, Bancard, which consent shall not be unreasonably withheld.

17.0 Backup Provisions. Certegy will maintain dual Central Processing Units in its computer data center, will provide off-premises secured storage of data and program files as required by VISA, MasterCard and applicable state and federal regulations, and will have available redundant sources of electrical power. In the event Certegy is prevented from performing its obligations under this Agreement through no fault of its own, Certegy shall, through its own facilities, or suppliers of computer equipment, and/or other processors, provide processing services for the Program Services of a quality of care, priority and attention equivalent to that available for Certegy's own work and shall provide such processing services as promptly as is reasonably possible, but in no event later than twenty-four (24) hours after interruption of Certegy's performance.

18.0 Arbitration.

18.1 Initiation. All disputes between the parties which are to be resolved by arbitration as provided hereunder, shall be conducted as hereinafter described. Either party may institute arbitration by giving written notice to the other party of its intention to arbitrate, which notice shall contain the name of the arbitrator selected by the party instituting arbitration, the nature of the controversy, the remedies sought and any other pertinent matter. Within thirty (30) days after the giving of such notice, the other party may submit to the initiating party the name of an arbitrator whom it has appointed and may submit an answering statement. Within ten (10) days thereafter the two arbitrators so appointed shall in good faith select a neutral third arbitrator; the three arbitrators so selected shall resolve the controversy. If the two arbitrators are unable to agree upon a neutral third arbitrator within the ten (10) day period, the third arbitrator shall be appointed by the American Arbitration Association in accordance with its then existing commercial arbitration rules. If the other party shall refuse or neglect to appoint an arbitrator within the requisite thirty (30) day period, the arbitrator appointed by the initiating party shall be empowered to proceed to arbitrate and determine the fact or matter in controversy as the sole arbitrator, and his award in writing shall be final, conclusive and binding upon the parties. The arbitrators nominated or appointed hereunder shall not be parties or affiliates of a party, or associated with, or employed by, or have the status of, supplier of goods or services to a party or affiliate of a party.

18.2 The Proceedings. Prior to rendering their decision, the arbitrators shall afford each of the parties an opportunity, both orally and in writing, to present any relevant evidence and to present arguments in connection with the matter in arbitration; provided, however, that the formal rules of evidence applicable to judicial proceedings shall not apply; and further provided, that any party submitting written materials shall be required to deliver a copy of the same to the other party concurrently with the delivery thereof to the arbitrators, and such other party shall have the opportunity to submit a written reply, a copy of which will be delivered to the other party concurrently with the delivery thereof to the arbitrators. Oral argument shall take place only at a hearing before all of the arbitrators at which all parties are afforded a reasonable opportunity to be present and to be heard.

Unless the time is extended by a majority of the arbitrators, they shall submit their determination in writing within sixty (60) days after the third arbitrator is selected, or if only one arbitrator is acting, within sixty (60) days after the single arbitrator becomes empowered to act alone.

If there are three arbitrators selected, as provided above, an award in writing signed by any two of them shall be final, conclusive and binding upon the parties. Any award made pursuant to arbitration may be entered as a judgment by any court of competent jurisdiction upon the application of any party to said arbitration.

18.3 Alternating Venues. If arbitration is required to resolve any disputes between the parties arising under or out of this Agreement, the proceedings to resolve the first such dispute shall be held in Tampa, Florida, the proceedings to resolve the second such dispute shall be held in Washington, D.C., and the proceedings to resolve any subsequent disputes shall alternate between Tampa, Florida and Washington, D.C.

18.4 Costs and Legal Fees. Each party shall bear its own costs and expenses of arbitration, except that the fees, costs and expenses of the arbitrator(s) shall be equally divided. However, upon application by either party, the arbitrator(s) may award any or all of the total costs and expenses of arbitration, including legal fees, to one party or may apportion them between the parties.

19.0 MasterCard/VISA Requirements.

19.1 Use of Trademarks.

19.1.1 Certegy shall not use any of the MasterCard trademarks and/or VISA Card Program Marks (collectively referred to hereafter as "Marks") unless a Financial Institution is prominently identified by name and city adjacent to such Marks. No such material may identify Certegy unless Certegy is prominently identified as an agent or representative of a Financial Institution.

19.1.2 Certegy shall have no authority to permit use of the Marks by any of Certegy's agents.

19.1.3 Certegy shall indemnify and hold harmless VISA, Bancard and Financial Institutions from any liability, loss, damage or expense of any kind including reasonable attorneys' fees, resulting from any failure by Certegy to comply with all applicable VISA Bylaws and rules and any regulations, procedures or guidelines, as amended from time to time, including the requirements of this section 19.0.

19.2 Solicitation Material. Any solicitation material used by Certegy shall disclose that the subsequent cardholder and/or merchant agreements are between the Financial Institution and the individual cardholder and/or merchant.

19.3 MasterCard Member Service Provider Requirements.

19.3.1 Certegy agrees to fully comply with all applicable MasterCard Bylaws and Rules and any operational regulations, procedures or guidelines (collectively referred to hereafter as "Rules") established from time to time by MasterCard.

19.3.2 Certegy has registered with MasterCard as a Member Service Provider ("MSP") and has submitted a signed MSP Agreement to MasterCard.

19.3.3 Certegy will indemnify and hold harmless MasterCard, Bancard and Financial Institutions from any liability, loss, damage or expense of any kind, including reasonable attorneys' fees, resulting from any failure by Certegy to comply with the Rules, as amended from time to time, including the requirements of this section 19.0.

19.3.4 Certegy shall disclose to Bancard the identity and location of all of its sales locations and any other MSP or independent party performing part or all of the services Certegy is contracting with Bancard to provide.

19.3.5 In the event of any inconsistency between any provisions of this section 19.0 and the Rules, the Rules in each instance shall apply.

19.3.6 In addition to the provisions of sections 4.1 and 4.2 above, this Agreement may be terminated by Bancard in the event of a material breach by Certegy of the Rules applicable to the Program Services provided by Certegy, and is terminated automatically in the event of termination of Bancard's applicable MasterCard license and/or its membership in MasterCard.

19.4 Certegy will provide the Member Bulletins and other materials and services to Financial Institutions required by VISA (Group Membership) and MasterCard.

20.0 Further Renewal of Agreement.

20.1 Negotiation of Renewal; Notice of Non-renewal. On or before March 31, 2007, Certegy and Bancard shall commence good faith negotiations with each other regarding the terms of a renewal of this Agreement. In the event Bancard determines not to renew this Agreement, Bancard shall provide written notice thereof to Certegy on or before September 30, 2007. If this Agreement is not renewed and expires by its own terms, then the applicable provisions of sections 20.2 and 20.3 below shall apply.

20.2 Non-renewal for Failure to Comply with Standards Provisions. If Bancard does not renew this Agreement because of Certegy's failure to cure a Material Failure in accordance with the requirements of section 9.0 of this Agreement as evidenced by Certegy's reports thereon, subject to Bancard's inspection and audit ("Certegy Failure to Cure"), Certegy agrees that through March 31, 2009, Certegy, its subsidiaries and affiliates, on their own behalf or as program administrators for FIBA, shall not, directly or indirectly, engage in Prohibited Solicitation (as defined in section 4.8 of this Agreement) of Financial Institutions as customers of Certegy, its subsidiaries,

affiliates or as members of FIBA, or as customers of any other entity which is a customer of Certegy, its subsidiaries, affiliates or FIBA, without the prior written approval of Bancard; provided, however, that nothing herein shall restrict (i) Certegy's right to do business with entities which are competitors of Bancard; and (ii) such competitors' rights to solicit Financial Institutions as customers.

20.3 Non-renewal for Other Reasons. If Bancard does not renew this Agreement because of reasons other than a Certegy Failure to Cure, then Bancard shall not enter into a processing agreement with any other company without having first made an offer to Certegy to enter into an agreement on the same or better terms and conditions as such other company is offering to Bancard (the "Competitive Bid"). "Competitive Bid" shall mean each and every provision of the proposed agreement by the other company. The Competitive Bid shall be given to Certegy in writing with a copy of the terms and conditions such other company (which shall be named) is offering; provided, however, that such other company need not be named if such other company desires, or is obligated under applicable securities laws and regulations, to keep its identity confidential. Within fifteen (15) days after receipt of the Competitive Bid from Bancard, Certegy may, at its option, elect to accept Bancard's offer and enter into an agreement with Bancard or may offer Bancard other terms and conditions ("Counter-Proposal") than those contained in the Competitive Bid and, within fifteen (15) days after receipt of the Counter-Proposal, Bancard may elect to enter into an agreement with Certegy. If the offer is not accepted by Certegy or if Certegy's Counter-Proposal is not accepted by Bancard, (i) Bancard may enter into an agreement with such other company in strict accordance with the Competitive Bid, and (ii) for the twelve (12) month period following the expiration and nonrenewal of the Agreement, Certegy, its subsidiaries and affiliates and FIBA, shall not, directly or indirectly, engage in Prohibited Solicitation (as defined in section 4.8 above) of Financial Institutions as customers of Certegy, its subsidiaries, affiliates or FIBA, or as customers of any other entity which is a customer of Certegy, its subsidiaries, affiliates or FIBA, without the prior written approval of Bancard; provided, however, that nothing herein shall restrict (i) Certegy's right to do business with entities which are competitors of Bancard, and (ii) such competitors' rights to solicit Financial Institutions as customers.

20.4 Non-renewal Letter to Financial Institutions. If this Agreement is not renewed in accordance with section 20.2 or 20.3 hereof, then within fourteen (14) days after either (i) the date notice of non-renewal is given by Bancard in accordance with section 20.2, or (ii) the earlier of the date Certegy notifies Bancard that it does not accept Bancard's offer or the expiration of the fifteen (15) day period described in section 20.3, whichever is applicable, Bancard shall send to each Financial Institution via first class U.S. mail a letter in the form attached hereto as Exhibit 3.

20.5 No Effect on Other Certegy Services. Notwithstanding the provisions of sections 4.8, 20.2 and 20.3 or any other provision of this Agreement to the contrary, a "Prohibited Solicitation" shall not include, and no Certegy company shall be prohibited from, marketing and providing services other than VISA or MasterCard credit, debit or merchant processing or related enhancement services. A "Prohibited Solicitation" also shall not include the E-Banking Services or any other services provided by Certegy E-Banking.

21.0 Disposal of Records. Upon expiration or earlier termination of this Agreement, Certegy will dispose of the information and records pertaining to Bancard, Financial Institutions and

Financial Institutions' customers in any manner Certegy deems appropriate consistent with applicable VISA and/or MasterCard and federal government agencies' regulations, unless Bancard, prior to such expiration or termination, furnishes to Certegy written instructions for the disposition of such information and records at Bancard's expense.

22.0 Falcon Services. Certegy is party to an agreement with HNC Software, Inc. ("HNC"), in which Certegy has the right to offer HNC's proprietary transaction account fraud detection systems, commercially known as Falcon<sup>TM</sup> and Falcon Debit<sup>TM</sup> (collectively, "Falcon"). Bancard hereby engages Certegy to provide the Falcon services ("Falcon Services") to all Financial Institutions receiving the Credit Card Program Services. Bancard shall require all Financial Institutions receiving the Credit Card Program Services to utilize Falcon through Certegy in conjunction with such Services. Financial Institutions receiving the Debit Card Program Services may also choose to receive the Falcon Services under the terms of this Agreement.

22.1. Falcon Fees. Bancard shall be responsible for either paying or for each Financial Institution paying, to Certegy, the fees for the Falcon Services (the "Falcon Fees").

22.2. Responsibilities of Financial Institutions. As agent for each of the Financial Institutions, Bancard agrees as follows:

22.2.1 Each Financial Institution shall participate, via Certegy, in HNC's Fraud Control Consortium (the "Consortium"), a cooperative arrangement among credit and debit card issuers and HNC that permits HNC to collect and analyze data on credit and debit card fraud for the sole purpose of identifying fraud trends and fraudulent behavior. Bancard authorizes Certegy to provide to HNC information in its possession, and Bancard shall provide to Certegy or arrange for Certegy to receive, on a monthly basis, information from each Financial Institution requested from time to time by HNC, for use by HNC to update its fraud detection algorithms. Bancard understands and agrees that as a member of the Consortium making contributions of data for use by HNC, as requested by Certegy from time to time, is a requirement for use of Falcon. All Financial Institution data provided to the Consortium will be subject to the confidentiality provisions set forth in sections 11.0 and 22.8 of this Agreement. HNC and/or Certegy may make modifications and updates to Falcon, from time to time, in their sole discretion.

22.2.2 Each Financial Institution shall participate in periodic confidential surveys deemed necessary by Certegy to assess Falcon's performance. Subject to the confidentiality provisions of this Agreement, Bancard, on behalf of itself and all participating Financial Institutions, authorizes Certegy to provide to HNC any Financial Institution information deemed reasonably necessary by Certegy or HNC in connection with the operation of Falcon.

22.2.3 The parameters for operation of Falcon shall be determined from time to time by Certegy and HNC, as applicable, in their sole discretion, to attempt to improve the performance of Falcon. Examples of such parameters include, without limitation, minimum Falcon scores required to trigger an inquiry, prerequisites to a card block decision and/or initiation of contact by Certegy with Financial Institutions or cardholders.

22.2.4 Bancard and each Financial Institution shall provide Certegy within 30 days of enrollment in Falcon, the names and corresponding valid telephone numbers for all of its cardholders, and authorize Certegy to contact those cardholders at any time for the purpose of confirming card transactions. On behalf of all such Financial Institutions, Bancard acknowledges that neither it, nor Certegy, will be able to contact Financial Institution's cardholders without valid telephone numbers, and each Financial Institution must use its best efforts to obtain and maintain the current telephone number on all of the files for all of its cardholders, upon request, and to assist Certegy in contacting cardholders. Bancard authorizes Certegy to contact Financial Institution cardholders as may be deemed necessary by Certegy in connection with the operation of Falcon, as well as to block transactions on cards at any time, regardless of whether Certegy has been able to communicate with the cardholder or Financial Institution prior to such block, all as contemplated by the then current Falcon operating procedures. However, while Certegy will use due care and commercially reasonable efforts in performing those functions, it does not guarantee that it will always take those actions and shall not be deemed responsible for failing to take those actions.

Accordingly, Bancard shall arrange for each Financial Institution to always monitor its Falcon service reports to determine, as the final decision maker, whether Financial Institution should contact the cardholder and/or block the account.

22.2.5 Bancard and each Financial Institution shall comply with the requirements of this section and the current Falcon operating procedures, and as they may be from time to time amended.

### 22.3 Certegy's Responsibilities.

22.3.1 Certegy shall arrange for each Financial Institution to have access to the Falcon Services in connection with provision of the Program Services as provided herein. Certegy shall provide to Bancard and each Financial Institution its then-current copy of the Falcon operating procedures which shall include, but not be limited to: (i) the then-current description of Falcon; (ii) the operating hours of Certegy's customer service center for Falcon-related questions; and (iii) procedures for Financial Institutions to utilize the Falcon service.

22.3.2 Within approximately 15 days following each Financial Institution's enrollment, Certegy will commence building that Financial Institution's individual profile for each "Open Account". The profiling period will take approximately 60 to 90 days (the "Profiling Period"). Upon completion of the Profiling Period, Certegy will provide Bancard and the Financial Institution with notice of the date that Falcon will become operational for that Financial Institution (for each Financial Institution separately, the "Activation Date"). During the profiling period for each financial institution, prior to the Activation Date, potential fraudulent activity will not be routed to Certegy's fraud analysts for review. Potential fraudulent activity from financial institution's cardholders will be reviewed by Certegy only after the Activation Date for that financial institution.

22.3.3 Certegy shall maintain a customer service center to respond to telephone calls from Bancard and Financial Institutions regarding the Falcon service.

22.3.4 Upon receipt of a Falcon scored transaction that is deemed by Certegy, in its sole discretion, as being questionable under Falcon, Certegy will twice attempt to contact the applicable Financial Institution's cardholder within a 24 hour period, as well as block transactions on a card at any time, regardless of whether Certegy has been able to communicate with the cardholder or Financial Institution prior to such block, as contemplated by the then current Falcon operating procedures and subject to subsection 22.4 of this Agreement.

22.4. Disclaimer of Liability. Neither Certegy, HNC nor Bancard shall be responsible for any losses, damages, or liabilities of any kind or nature, whether in contract, tort (including negligence), strict liability or under any other theory, incurred by Financial Institutions, their agents, or any cardholders, caused by failures, inaccuracies or errors in Falcon's operation, failure of Falcon to detect fraudulent transactions or other claims associated with Falcon or the functions and services provided by Certegy, Bancard, or HNC with respect to the Falcon Services.

In no event shall Certegy, Bancard, or HNC be liable for indirect, special, incidental, or consequential damages including, but not limited to, lost profits incurred by Financial Institutions, their agents, or any cardholders in connection with the Falcon Services. Financial Institutions shall indemnify and hold Certegy, Bancard and HNC harmless from any liability of any kind or nature, fees (including reasonable attorneys' fees) and expenses resulting, directly or indirectly, from any claim by Financial Institution cardholders based upon the use of Falcon Services. Certegy, for itself and on behalf of Bancard and HNC, disclaims all warranties with respect to the Falcon Services provided pursuant to this section, both express and implied including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose.

The Falcon Services are provided "as is" with no warranties or representations by any party.

22.5. Ownership of Computer Programs and Related Documentation; Disposal of Records. All computer programs and related documentation used or supplied by Certegy and/or HNC to provide Bancard and Financial Institutions with access to Falcon are subject to the proprietary rights of Certegy and HNC respectively, as well as the confidentiality provisions of this Agreement. This section shall in no way be construed to grant any right, license or authorization to Bancard or to any Financial Institution to use the computer programs and/or related documentation used or supplied by Certegy or HNC for any purpose except as permitted herein.

22.7 Trademark Usage. Bancard, on its own behalf and as agent for each Financial Institution, shall not utilize trademarks of either Certegy or HNC (the "Marks") without first receiving Certegy's prior written consent and identifying the Mark as owned by Certegy or HNC, as applicable. HNC's Marks include, without limitation, Falcon<sup>TM</sup>, Falcon Debit <sup>TM</sup>, Falcon Expert Reason <sup>TM</sup>, Reporter<sup>TM</sup> and DeployNet<sup>TM</sup>. Bancard's and Financial Institution's use of the Marks shall be in accordance with Certegy's and HNC's trademark usage policies in effect from time to time, as applicable. Nothing contained herein shall give Bancard or any Financial Institution any interest in any Marks.

22.8 Confidentiality of Falcon. Bancard, on behalf of itself and all Financial Institutions, and Certegy, each agrees to hold in strictest confidence any information and material which is related to the other party's business, software systems or information and material which is designated as proprietary and confidential herein or otherwise, by any party in connection with the

Falcon Services. Such information shall be treated as Confidential Information. Neither party nor any Financial Institution shall use such Confidential Information of the other party other than for the specific purposes of the Falcon Service. Confidential Information shall also include information obtained by HNC directly from each Financial Institution, pursuant to Financial Institution's participation in the Consortium, through Bancard, or otherwise. Each party's obligations of confidentiality under this section shall survive the expiration or earlier termination of this Agreement. Without limiting the generality of the foregoing, Certegy and Bancard, for itself and each Financial Institution, agree:

(a) Not to disclose or permit any other person or entity access to any Confidential Information, except that such disclosure or access shall be permitted to any employee, agent, representative or independent contractor of such party requiring access to the same in the course of his or her employment or services to the extent reasonably required to carry out the purposes of the Falcon Service;

(b) To ensure that its employees, agents, representatives, and independent contractors who are given access to any Confidential Information of the other party are advised of the confidential nature of such information and are precluded from taking any action prohibited under section 11.0 herein;

(c) Not to alter or remove any identification, copyright or proprietary rights notice which indicates the ownership of any part of any Confidential Information of another party;

(d) To notify the other party promptly and in writing of the circumstances surrounding any possession, use or knowledge of any Confidential Information of the other party by any person or entity other than those authorized by this Agreement; and For purposes of this section 22.8 only, the term "Certegy" shall include both Certegy and HNC. Certegy represents and warrants to Bancard that, by the terms of its agreement with HNC, HNC is subject to the confidentiality obligations set forth in this section 22.8.

22.9. Use of Falcon; Termination of Falcon Use. Bancard shall require each credit card issuing Financial Institution to use Falcon during the Renewal Term(s) of this Agreement. Certegy may terminate the Falcon Services and Financial Institutions' use of Falcon if Certegy's agreement with HNC is terminated for any reason, by providing written notice to Bancard and each Financial Institution utilizing Falcon under this Agreement. In such event, Certegy will use its best efforts to replace the Falcon Services with another provider on terms and conditions satisfactory to Bancard.

#### 23.0 Special Programming.

23.1 During the Renewal Term, Certegy shall make programming time available to Bancard, at a maximum rate of 1,500 hours per year, cumulative to a maximum of 4,000 hours, to implement additional system features and functions (the "Modifications") to the Program Services

provided by Certegy to Financial Institutions. Certegy's duties under this section shall terminate in the event Bancard provides notice of nonrenewal pursuant to section 20.1.

23.2 Within 30 days after receiving written notice from Bancard requesting a Modification (the "Modification Request"), Certegy will provide written notice to Bancard regarding whether or not the Modification can be made. Any Modification Request should include a written description of the proposed Modification.

23.3 Certegy expressly reserves the right to assign any Modification for completion to the appropriate skill required.

23.4 No right, title, license or other interest is conveyed to Bancard as a result of or in the Modifications. The exclusive right of ownership, including industrial ownership and literary and artistic ownership, relating to the Certegy system and any Modification is, and shall remain, the exclusive property of Certegy. To the extent that Bancard may, under applicable law, be entitled to claim an ownership interest in the Modifications, Bancard assigns, transfers, grants, conveys, and relinquishes exclusively to Certegy, without the necessity of further consideration, all of its right, title and interest in the Modifications.

24.0 Users Group Meetings. Certegy will support and help fund up to five (5) state/regional Bancard Users group meetings each calendar year. This includes Certegy's commitment to the current number of sessions and includes the cost of the meeting rooms, meals, AV equipment and other hotel expenses. Certegy will continue to host the Merchant Focus Group and the Bankers Banks meetings in St. Petersburg and reimburse for one person per institution for two nights of hotel expense. Certegy will continue to supply trainers for the seminars and will provide a Relations representative when available or when there are at least 15 Financial Institutions in attendance.

25.0 Financial Institution Benefit Association. Bancard agrees that it shall sign a Financial Institution Benefit Association, Inc. ("FIBA") Membership Agreement in the form attached hereto as Exhibit 3, on behalf of itself and the Financial Institutions. Bancard agrees to require that each Financial Institution be bound by the terms of the FIBA Membership Agreement and that each shall be a Sponsoring Member of FIBA as that term is defined in the FIBA Membership Agreement. Each Financial Institution, as a Sponsoring Member of FIBA, can make available to its customers any of the benefits of FIBA membership by signing individual FIBA Riders to the FIBA Membership Agreement.

26.0 Legal Compliance and Indemnification.

26.1 Sample Forms. As a convenience to Bancard and the Financial Institutions which issue VISA or MasterCard credit cards, Certegy shall provide to Bancard for the Financial Institutions samples of (i) applicable terms and conditions of credit card issuance and use; and (ii) required federal Truth-In-Lending disclosures. All sample forms are provided with no express or implied representation or warranty as to their compliance with applicable state or federal law or

appropriateness for use by Financial Institutions, and Financial Institutions shall have the responsibility for overall approval of such materials.

26.2 Financial Institution Responsibility. Bancard will require that each Financial Institution is responsible for its compliance with all laws, rules and regulations applicable to their performance of operations of its VISA and/or MasterCard program including, without limitation, usury laws, the Truth-In-Lending, Fair Credit Billing, Fair Credit Reporting, Equal Credit Opportunity, and Electronic Funds Transfer Acts, and all rules and regulations promulgated thereunder, and all applicable state laws and regulations. Each party shall cooperate and shall use its best efforts to facilitate Financial Institutions' compliance.

26.3 Indemnification by Bancard. Bancard agrees to defend, indemnify and hold harmless Certegy, its affiliates, subsidiaries, successors and assigns, and its and their stockholders, officers, directors, employees and agents, and to require all Financial Institutions to defend, indemnify and hold Certegy harmless from and against all liabilities, claims, damages, losses or expenses, including attorneys' fees, which arise out of, or in connection with, any failure of Bancard or the Financial Institutions, as the case may be, to comply with all applicable laws, rules and regulations including, without limitation, all disclosures and other requirements under the federal Truth-In-Lending Act, which indemnity shall be effective regardless of whether a Financial Institution uses any forms or other materials supplied by Certegy; provided, however, that Bancard and the Financial Institutions shall have no liability for negligent acts or omissions by Certegy, its employees, agents or representatives.

26.4 Indemnification by Financial Institution. Bancard shall require each Financial Institution to defend, indemnify and hold both Bancard and Certegy harmless from and against any and all liabilities, claims, damages, losses or expenses, including attorneys' fees, which arise out of or in connection with, the transfer of any data or the performance of any vendor, as contemplated by section 3.2 of this Agreement. Notwithstanding anything to the contrary in this section 26.0, each Financial Institution shall be solely responsible for providing any and all required debit card disclosures and forms to its customers. Each Financial Institution shall be solely responsible for compliance with all applicable laws, rules, and regulations applicable to all aspects of the operations of its VISA debit card programs, regardless of whether Financial Institution uses any forms or other materials supplied by Certegy.

26.5 Indemnification by Certegy. Certegy agrees to defend, indemnify and hold harmless Bancard, its affiliates, subsidiaries, successors and assigns and its and their stockholders, officers, directors, employees and agents from and against all liabilities, claims, damages, losses, expenses and fees, including attorneys' fees, which arise out of or in connection with any failure of Certegy to comply with all laws, rules and regulations applicable to it pursuant to the provisions of this Agreement or the standards established by Visa and MasterCard, including the transfer of data as contemplated by section 3.2 of this Agreement.

26.6 Limitation on Indemnities. Indemnities under this section 26.0 shall be in addition to any right of indemnification or other rights or remedies which any party may otherwise have under this Agreement or applicable law.

27.0 Limitations on Damages. In any action by one of the parties against the other arising from performance, or the failure of performance, or in connection with the indemnity provisions of this Agreement, damages, liabilities, costs, losses, expenses, claims and fees will be limited to direct money damages, losses, expenses, costs, fees, including attorneys' fees, and statutory penalties, if any imposed, in an amount not to exceed such amount actually incurred by the party. In no case will one party be responsible to another for special, incidental, consequential or exemplary damages, except as a result of a willful breach of this Agreement.

28.0 Distribution to Financial Institutions. Within thirty (30) days after the execution of this Agreement by both parties, Bancard shall distribute copies of this Agreement to all Financial Institutions by certified mail or by courier, and shall obtain a receipt for each delivery, and shall advise each that (a) this Agreement supersedes the 1994 Renewal Agreement, as amended, (b) each of them is bound by the relevant provisions of this Agreement in accordance with section 2 of their Financial Services Agreement with Bancard, and (c) the term of their Financial Services Agreement remains concurrent with the Renewal Term.

29.0 Agent Bank Agreements. Bancard shall require each Financial Institution that enters into agreements with other financial institutions ("Agent Banks") whereby, among other things, the Agent Bank shall agree to (a) make Financial Institution's VISA and/or MasterCard card available to its customers and/or (b) enroll merchants in Financial Institution's merchant program, to be a party to a written agreement with Bancard ("Agent Bank Agreement"). Bancard shall require that each Agent Bank be a party to an Agent Bank Agreement. The Agent Bank Agreement shall require that the Financial Institution obtain the signature of each Agent Bank as a party to that Agreement prior to commencement of services to that Agent Bank. The Agent Bank Agreement also shall provide that the Financial Institution is, and shall remain, fully responsible for the selection, monitoring and financial responsibility of the Agent Banks and for their compliance with the terms of the Financial Services Agreement and this Agreement, as applicable, in the same manner and to the same extent as Financial Institution. The Agent Bank Agreement also shall contain the agreement of each Agent Bank that shall enroll merchants in Financial Institution's merchant program to indemnify and hold harmless Certegy [under language comparable to that in section 8.4 above] with respect to Sales Drafts which arise from transactions from merchants enrolled by Agent Bank in Financial Institution's merchant program.

30.0 Guarantees of Certegy Inc. The Guarantee and Indemnity of Certegy Inc., currently in effect, which guarantees the full and faithful performance by Certegy of all its obligations under the 1994 Renewal Service Agreement which result from, or arise out of, employee dishonesty, and indemnifies Bancard and Financial Institutions against liability, loss or damage resulting therefrom, shall remain in full force and effect in accordance with its terms.

31.0 No Waiver. No action taken pursuant to this Agreement by either party shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant, obligation or agreement contained in this Agreement, and shall not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

32.0 Force Majeure. In the event Certegy is unable to timely perform its obligations hereunder due to causes that are beyond its control, including without limitation, strikes, riots, earthquakes, epidemics, war, fire, or any other catastrophe rendering its data processing center wholly or partially inoperable, Certegy shall not be liable for any loss or damage which results to Bancard, Financial Institutions or their customers.

33.0 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

34.0 Entire Agreement; Construction. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and any and all other prior agreements, understandings, or representations are hereby terminated and cancelled in their entirety and are of no further force and effect. This Agreement shall not be construed more strongly against either party regardless of which is more responsible for its preparation.

35.0 Modification or Amendments. Except as otherwise provided for herein, no amendment or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto.

36.0 Assignment. Bancard may freely assign its rights and obligations hereunder to any organization which is majority owned directly or indirectly by the Independent Community Bankers of America. Upon any such intended assignment, Bancard shall provide Certegy with advance notice. In no event shall such an assignment or transfer be deemed a termination for purposes of section 4.0 hereof. Otherwise, neither Certegy nor Bancard may assign its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld. Any unauthorized assignment shall be void.

37.0 Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as hereinafter set forth:

To Certegy: Certegy Card Services, Inc.  
11720 Amberpark Drive  
Alpharetta, GA 30004  
Attention: Lee A. Kennedy  
President and CEO

With a Copy To:  
To Bancard:  
With a Copy To:

38.0. Attorneys' Fees. In the event any action be instituted by a party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the Court.

39.0. Captions. The section captions in this Agreement are for convenience only and shall not bear on the interpretation of the terms of this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this 2003 Renewal Service Agreement as of the Effective Date.

ICBA BANCARD, INC.,  
a Delaware corporation

By: /s/ Linda F. Echard

-----  
Linda F. Echard,  
President and CEO  
Certegy Law Department

11601 Roosevelt Blvd. TA-41  
St. Petersburg, FL 33716-2202  
Attention: Norman E. Gamble

ICBA Bancard, Inc.  
Suite 400  
2107 Wilson Boulevard  
Arlington, VA 22201  
Attention: Linda F. Echard  
President

Powell, Goldstein, Frazer & Murphy LLP  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Attention: Leonard J. Rubin, Esq.

CERTEGY CARD SERVICES, INC.,  
a Florida corporation

By: /s/ Lee Kennedy

-----  
Lee A. Kennedy,  
President and CEO

EXHIBIT 1  
2003 RENEWAL SERVICE AGREEMENT, DATED AS OF JUNE 1, 2003,  
BETWEEN ICBA BANCARD, INC. AND CERTEGY CARD SERVICES, INC.

SCHEDULE LISTING

[This Exhibit has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

EXHIBIT 2  
2003 RENEWAL SERVICE AGREEMENT, DATED AS OF JUNE 1, 2003,  
BETWEEN ICBA BANCARD, INC. AND CERTEGY CARD SERVICES, INC.

QUALITY CONTROL STANDARDS

[This Exhibit has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

EXHIBIT 3  
2003 RENEWAL SERVICE AGREEMENT, DATED AS OF JUNE 1, 2003,  
BETWEEN ICBA BANCARD, INC. AND CERTEGY CARD SERVICES, INC.

FORM OF LETTER TO FINANCIAL INSTITUTIONS OF NON-RENEWAL OR TERMINATION

Intentionally omitted by the parties.

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT This 2004 Restated CSCU Card Processing Services Agreement (this "Agreement") is made as of January 1, 2004 by and between Card Services for Credit Unions, Inc., a Florida corporation ("CSCU") and Certegy Card Services, Inc. (formerly Equifax Card Services, Inc.), a Florida corporation ("Certegy") with reference to the following facts:

A. CSCU is an organization consisting of member credit unions (the "Credit Unions"), which are licensees of VISA U.S.A., Inc. ("VISA") and/or MasterCard International, Inc. ("MasterCard").

B. Among other purposes, CSCU has been organized for the purpose of obtaining and maintaining one or more bank identification numbers (BIN's) issued by VISA and/or interbank card association numbers (ICA's) issued by MasterCard for shared use by the Credit Unions in connection with their VISA and/or MasterCard programs.

C. Certegy is engaged in the business of providing card processing services to assist licensees of VISA and MasterCard in the operation of their card programs.

D. CSCU, in a desire to retain Certegy on an exclusive basis to provide card processing services to the Credit Unions, entered into the CSCU Card Processing Service Agreement with Equifax Card Services, Inc., f/k/a Telecredit Service Center, Inc., on February 7, 1989, which was amended on September 15, 1989, July 1, 1992, March 27, 1993, and April 1, 1993 (collectively, the Original Agreement"). The parties entered into a Restated CSCU Card Processing Service Agreement on February 16, 1994, which they later amended on August 2, 1997 and April 1, 1999 (the "Restated Agreement"). The term of the Restated Agreement extends through September 30, 2004.

E. The parties now desire to enter into this Agreement to extend the term of the Restated Agreement from October 1, 2004 through December 31, 2009 (the "Extended Period"), and to update and again restate the terms of their Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

Services. 1.

1.1 Retention of Certegy. By this Agreement, CSCU retains Certegy, and Certegy agrees, to provide card processing services to the Credit Unions in accordance with the terms of this Agreement. The services to be provided (the "Services") include all of the items referenced on Schedules A, B, C, E, G, J, K and L. Except as otherwise provided for in this Agreement, so long as this Agreement remains in effect, CSCU shall not retain any other party to provide any of

the Services. If CSCU wishes to utilize or offer additional services or products not included on any of the Schedules or Exhibits, CSCU shall provide Certegy the right of first refusal to provide those other services or products. In this event, CSCU shall provide to Certegy in writing the specifications for those services or products and shall give Certegy ninety (90) days from receipt of such notice to advise CSCU if Certegy can provide the requested services and/or products and on what additional terms (i.e., fees). CSCU may obtain competitive bids from other providers in the industry for these other services and products not included on the Schedules or Exhibits, but shall always provide Certegy the opportunity to meet any competitive bid and provide those additional products and services. In the event that Certegy is unable or unwilling to meet the bid submitted by another third party processor, CSCU may purchase those services or products from such other provider.

1.2 Should CSCU request a change to any of the Services that would require modification of or addition to hardware or software utilized by Certegy or hiring of additional staff by Certegy or result in Certegy incurring any additional expenses in providing the Services (e.g., customization of a particular program for a particular group of Credit Unions, or should CSCU request Certegy to implement a program sooner than scheduled by Certegy,) then Certegy and CSCU agree to negotiate whether and upon what terms such changes or implementations shall be provided. Certegy reserves the right to make changes to the Services from time to time so long as the changes do not prevent Certegy or CSCU from meeting their obligations to the Credit Unions and Cardholders (e.g., changing vendors, changing equipment, upgrading software and other changes that are determined necessary by Certegy, in its sole discretion, to maintain performance levels and competitiveness). Certegy shall be responsible for implementing, at no additional cost to CSCU or the Credit Unions, all updates and releases as required by MasterCard and/or Visa, as well as modifications to correct problems with the Services that are the responsibility of Certegy. Certegy shall test all changes, using commercially reasonable means including quality control checks, prior to placing changes into production, to increase the likelihood of a successful implementation. In addition, Certegy will present to CSCU information on new products and services prior to those new products or services being offered to the Credit Unions.

1.3 Credit Union Service Agreement. Certegy shall enter into a "Credit Union Service Agreement," substantially in the form of one of those agreements attached as Exhibits "B," "B-1 and "B-2 with each Credit Union desiring to acquire the Services.

1.4 Minimum Rating Requirements. From time to time, CSCU and Certegy may jointly establish minimum financial requirements for eligibility in the program offered pursuant to this Agreement.

1.5 Other Vendors. If a Credit Union wishes Certegy to provide to vendors data pertaining to that Credit Union, that Credit Union shall provide written authorization to Certegy to provide that data as well as indemnification for claims pertaining to the provision of that data or the performance of any such vendors, in a form acceptable to Certegy. In addition, Certegy may require any such vendor to enter into written agreements with Certegy governing the provisions of that data and the vendor's duty to protect the data from compromise and unauthorized use or disclosure.

Fees for the Services. 2.

2.1 CSCU Enrollment Fee. At the time a Credit Union enters into a Credit Union Service Agreement, that Credit Union shall pay to CSCU, and CSCU hereby authorizes Certegy to collect on its behalf, a nonrefundable enrollment fee of One Hundred Fifty Dollars (\$150.00).

2.2 Guaranteed Rates. Certegy shall charge the Credit Unions, and the Credit Unions shall pay, those fees set forth on Schedules "A", "B", "C", "E", "G", "J", "K" and "L", copies of which are attached to and made a part of this Agreement (collectively, the "Schedules"). Subject to subparagraphs 2.3 and 2.4 of this Agreement, those fees set forth on the Schedules shall remain in effect through the term of this Agreement. Pass through Fees. From time to time, Certegy shall have the right to increase

2.3 any of the fees over which it has no control up to the amount of the actual cost incurred by Certegy including, but not limited to, Certegy's reasonable internal costs (collectively, the "Pass Through Fees") and which are identified as such on the Schedules, effective as of the date those Pass Through Fees are increased to Certegy. CSCU shall not be responsible, however, for any MasterCard and Visa fines and penalties that result from Certegy's failure to fulfill its obligations under this Agreement.

2.4 Fee Increases for Inflation. Effective October 1, 2004, upon written notice in accordance with section 2.5, Certegy shall have the right, three times during the Extended Period, to increase one or more of the fees set forth on the Schedules, excluding the Pass Through Fees, by a percentage equal to the Percentage Increase, if any, in the Consumer Price Index as described below, but not to exceed 3% in any one increase. For purposes hereof, the following definitions shall apply:

(i) The "Consumer Price Index" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor (the "DOL") for All Urban Consumers, U.S. City Average (1982-84=100), "All Items" (the "Index"). If the DOL revises the basis on which the Index is now calculated, the parties shall make an appropriate conversion to a revised "Index" on the basis of conversion factors published by the DOL. If conversion factors are not available from the DOL, either party may request the DOL to provide an appropriate conversion or adjustment. If the DOL is unable or unwilling to provide an appropriate conversion or adjustment, or if the Index is discontinued, the parties shall in good faith agree on a suitable substitute for the Index.

(ii) The "Percentage Increase" shall mean the percentage equivalent to the fraction, the numerator of which is the Index for the Comparative Month less the Index for the Base Month, and the denominator of which is the Index for the Base Month.

(iii) The "Comparative Month" shall mean the third month prior to the effective date of the increase, and the "Base Month" shall mean (a) in the case of the first increase for any applicable Schedule, March of 2002, and (b) in the case of a subsequent increases, the month that was the Comparative Month for the last increase of the fees being increased.

2.5 Notice of Fee Modification. Any allowed fee modification shall be effective on the first calendar day of the next month following thirty (30) days prior written notice from Certegy to CSCU and the Credit Unions. Certegy shall document any fee modification by revising the applicable Schedules, providing a copy of the revised Schedules to CSCU and providing notice of the changes to the individual Credit Unions.

2.6 Payment of Fees. Fees for processing transactions shall be settled each banking day for the transactions processed for the previous banking day and shall be payable by deduction from the various Accounts referenced in section 3 of this Agreement. Fees for all other Services shall be invoiced by Certegy monthly and shall be payable by deduction from the Accounts referenced in, and in accordance with, section 3 of this Agreement. Settlement Procedures. 3. Program Clearing Account. So long as this agreement remains in effect, Certegy

3.1 shall maintain on behalf of CSCU a demand deposit account (the "Program Clearing Account" or "PCA") at a mutually agreeable financial institution the purpose of settling transactions, charges, and reimbursements in connection with the Credit Unions' VISA and MasterCard programs. Access. Certegy shall have the right to make deposits into and withdrawals from

3.2 the PCA for the following purposes:

(i) daily settlement of all incoming VISA and MasterCard cardholder amounts due VISA and MasterCard;

(ii) daily settlement of fees payable to Certegy for the transactions processed the previous banking day;

(iii) monthly settlement of Certegy's fees and charges other than daily transaction processing fees;

(iv) daily settlement of all VISA and MasterCard fees charged CSCU or a CSCU member by VISA or MasterCard or deducted from Certegy's accounts, including without limitation the combined warning bulletin fees, interchange fees, and assessments;

(v) daily payment of any interest due Certegy for Funds paid by Certegy to VISA or MasterCard on behalf of the Credit Unions that were not available in the PCA (the "PCA Shortfall"), which interest shall be calculated at the prime rate charged by Certegy's depository bank plus one percent (1%) for all PCA shortfall;

(vi) daily investment for CSCU's benefit of available funds from the PCA as described in section 3.4;

(vii) settlement of all incoming debt transactions; and

(viii) settlement of all outgoing debit transactions not more than three (3) business days following Certegy's receipt of such outgoing debit transactions from a Credit Union.

3.3 Funding and Management of the PCA. CSCU, through each of the Credit Unions, shall provide Certegy the funds to maintain on behalf of CSCU, at all times in the PCA, a balance not less than the following (the "Minimum Balance"):

(i) If Certegy provides any of the Services referenced on Schedule "A" and "B", the anticipated average number of credit cardholder accounts of each Credit Union under its VISA and/or MasterCard programs for the first 90 days or 300 accounts, whichever is greater, x 2.5 (anticipated charges per cardholder account per month) x \$75 (anticipated average transaction amount) divided by 21.5 (average business days per month); plus

(ii) If Certegy provides any of the Services referenced on Schedule "E" and "J", the anticipated average number of debit cardholder accounts of each Credit Union under its VISA and/or MasterCard programs for the first 90 days or 300 accounts, whichever is greater, x 5 (anticipated debits per cardholder account per month) x \$40 (anticipated average debit amount) divided by 21.5 (average business days per month); plus

(iii) if Certegy provides any other Services to a Credit Union, an amount sufficient to cover those daily transactions and chargebacks as well (e.g., Direct Processing Merchant Services as referenced on Schedule "C" or Commercial Card Services on Schedule "G"). The above factors may be adjusted by Certegy based on the actual transaction volume history of those Credit Unions for which Certegy has been providing Services, and the factors shall thereafter be adjusted quarterly by Certegy, or more often if deemed necessary by Certegy and CSCU, based on the actual transaction volume history of the prior quarter and seasonal factors. Certegy shall give prior written notice to CSCU and the Credit Unions of any adjustment of the factors. Credit Union authorizes Certegy, at Credit Union's expense, to access the PCA as well as the Settlement Account through the Automated Clearing House ("ACH"), U.S. Central Credit Union's data switch, wire transfer, or draft transfer in order to maintain Credit Union's required balances, if applicable, or for any purpose described in this section 3, and similarly to transfer funds owing to a Credit Union into the applicable account. CSCU guarantees the availability of the funds in the various accounts referenced in this section 3 and agrees that Certegy shall at all times have access to such funds for the above referenced purposes and further agrees that Certegy shall be able to make the withdrawals and transfers required hereunder and hereby authorizes Certegy to borrow funds, on a short-term basis on behalf of CSCU, to maintain funds in those accounts in an amount reasonably required by Certegy to perform daily settlements. Certegy agrees to manage the various accounts on CSCU's behalf and on behalf of Credit Union to achieve these stated purposes. Investment of Funds. Certegy shall invest any available funds in the PCA on

3.4 behalf of CSCU in short-term investments to be mutually agreed on in writing.

3.5 Settlement Account. Certegy shall on behalf of CSCU require each Credit Union to maintain, and each Credit Union shall maintain, at all times a demand deposit account (a "Settlement Account") with funds in an amount sufficient to enable CSCU and/or Certegy to replenish the PCA, on a daily basis, so that the Credit Union's pro rata share of the Minimum Balance is maintained at all times. CSCU and/or Certegy, through U.S. Central Credit Union's data switch, through the Automated Clearing House ("ACH"), or through wire transfer, at the expense of each Credit Union, shall have the right to transfer funds from each Settlement account to the PCA, on a daily basis, in an amount necessary to replenish the PCA as set forth above. Each Credit Union shall provide overdraft protection for its Settlement Account to further ensure that CSCU and/or Certegy shall be able to make the transfers necessary under this section. So long as Certegy shall follow reasonable and prudent procedures to minimize loss resulting from the failure of a Credit Union to maintain the required balance in its Settlement Account, CSCU shall indemnify and hold harmless Certegy from and against any losses and liabilities resulting from the failure of a Credit Union to maintain the required balance. Settlement to Credit Unions processing on BASE2000. Credit Unions receiving

3.6 Certegy Services under Schedules "K" or "L" shall each establish a settlement account in the Credit Union's name to enable VISA and/or MasterCard to settle transactions, dues, fees, assessments and other amounts directly to the Credit Union settlement account ("Direct Settlement Account"). The Credit Union shall maintain sufficient balances in the Direct Settlement Account to enable such VISA and/or MasterCard settlements. Neither CSCU nor Certegy shall bear any responsibility or liability for funding of the Credit Union's Direct Settlement Account.

3.7 Payment Account. Certegy shall maintain on behalf of CSCU one or more demand deposit accounts for the purpose of deposit of cardholder and other payments made to CSCU and the Credit Unions (the "Payment Accounts"). Certegy shall have the right to deposit cardholder and other payments into the Payment Accounts and to transfer funds from the Payment Accounts to the PCA, the Settlement Account or the Direct Settlement Account, as appropriate.

3.8 Records. Certegy shall maintain complete records pertaining to the PCA and the Payment Accounts, including records pertaining to reconciliation of the PCA, daily interchange fees, and daily settlements, and pertaining to Certegy's transfers to and from the Settlement Accounts.

#### Quality Control Standards. 4.

4.1 Certegy shall maintain the quality control standards set forth in Exhibit "C", which is attached to and made a part of this Amendment (the "Standards"). At the end of each calendar quarter, Certegy and CSCU shall review Certegy's quarterly performance regarding the Standards. To facilitate that quarterly review, Certegy shall provide CSCU with monthly reports on which that review can be based. Those Standards on Exhibit C, which are deemed to be "Material Standards", are identified as such on Exhibit "C". CSCU and Certegy shall each measure Credit Union satisfaction through their independently conducted surveys. If CSCU notifies Certegy that CSCU's satisfaction survey results for any period vary materially from the results of Certegy's satisfaction survey for the same period, the parties shall compare their

surveys to confirm that the survey questions seek the same information, the surveys are addressed to the same target audience, and the surveys use the same response scale. If matching these factors corrects the variance, future results should match. When these factors are the same and the results still have a statistically significant variance and the issue causing the variance can be identified, CSCU and Certegy will mutually agree on corrective action and implement the corrective action plan within 30 days. If Certegy and CSCU cannot identify or agree upon the cause for the variance, the parties will jointly retain the assistance of an outside statistical survey specialist to assist the parties' effort to eliminate the variance.

4.2 The failure by Certegy to have met one or more Material Standards or three or more of the other Standards in any three consecutive months shall be deemed a "Material Failure". In the event Certegy is implementing a technology or software enhancement, Certegy may inform CSCU in advance of the Standards it expects to be negatively affected and the timeframe for the implementation. Such identified Standards will not be included in determining whether there has been a Material Failure during the implementation. In the event of a Material Failure, Certegy shall take those steps necessary to cure that specific Material Failure within the 1-month period following notice by CSCU to Certegy of the Material Failure (the "Cure Period"). Except as provided for in subsection 4.3, the test period to determine whether such cure has been accomplished shall be the 1-month period following the Cure Period.

4.3 In addition, during any Cure Period for the Standards identified in Exhibit "C" as either the "Cardholder Satisfaction Rating Index Goal" or the "Credit Union Satisfaction Rating Index Goal", for satisfaction surveys conducted by Certegy, (collectively, the "Satisfaction Rating Index Goals"), Certegy will pay CSCU (i) \$20,000 for any month in which there is a Material Failure of one Satisfaction Rating Index Goal, and (ii) \$40,000 for any month in which there is a Material Failure of both Satisfaction Rating Index Goals. Notwithstanding anything in this Agreement to the contrary, if Certegy is unable to cure the applicable Satisfaction Rating Index Goal(s) after a 90-day period following the beginning of the Cure Period, CSCU may terminate this Agreement.

4.4 Unless otherwise expressly agreed to in writing by the parties, all results of all Standards shall be deemed "Confidential Information" of Certegy, subject to section 8 of this Agreement.

4.5 Certegy will invest in improvements to its debit/ATM processing capability during the Renewal Term. Certegy's goals will be:

- (1) to establish effective, efficient and dependable connectivity to enable authorizations and settlements over all major debit/ATM networks;
- (2) to provide competitive solutions for CSCU Credit Union's debit and ATM card processing needs;
- (3) to have Certegy's platform connect directly to VISA for signature debit authorizations;
- (4) to settle signature debit transactions directly with VISA;
- (5) to enable single point settlement;
- (6) to provide a graphical user interface;
- (7) to enable seven-day processing, and
- (8) to enable unique authorization parameters by BIN. Backup, Disaster Recovery, Force Majeure and System Integrity. 5.

5.1 Backup. Certegy shall provide for backup data processing in the event Certegy's primary data processing unit becomes inoperable. Certegy will provide off-premises secured

storage of data and program files as required by VISA and MasterCard and will have available redundant sources of electrical power.

5.2 Disaster Recovery. In the event Certegy is prevented from performing its obligations under this Agreement through no fault of its own, Certegy shall, through its own facilities, suppliers of computer equipment and/or other processors, make best efforts to assist Credit Union to obtain replacement processing services for the Services, as promptly as is reasonably possible. Credit Union authorizes Certegy to provide cardholder and other Confidential Information to those vendors it contracts with to provide disaster recovery and other back-up processing services to Certegy, in order to test and prepare for disaster recovery as well as to perform Services in the event of a threatened or actual disaster. Certegy shall require each vendor that is to receive Confidential Information to sign a confidentiality agreement binding such vendor to protect and not improperly disclose Confidential Information. Certegy has maintained and shall continue to maintain arrangements with vendors to provide backup processing capability and Certegy shall test the functionality and viability of such backup processing capability twice each year.

5.3 Force Majeure. If Certegy is prevented from performing its obligations under this Agreement due to causes beyond its control, including without limitation strikes, riots, earthquakes, epidemics, wars, acts of terrorists, fires, power failures, the failure or closure of a Credit Union, machine breakdowns, computer-associated equipment outages, or any other catastrophe rendering its data processing center wholly or partially inoperable, Certegy shall not be liable for any loss or damage to Credit Union, Agent Credit Unions or Customers.

5.4 Annual Financial and System Review. Each year, Certegy shall provide to CSCU a copy of the most recent annual report of its publicly held parent corporation and a copy of the most recent third party auditors' review and report on the design and compliance test of Certegy's card processing system (SAS 70). Upon Credit Union's written request, Certegy shall provide these documents to Credit Union.

6. Merchant Fees. If a Credit Union utilizes the Merchant Services provided by Certegy, the fees referenced in Schedule "C" attached to and made a part of this Amendment, shall apply to those services, and the following terms are added to the Agreement:

6.1 Right to Refuse Merchants. Credit Union shall not enroll merchants for participation in the VISA and/or MasterCard system through CSCU or Certegy, if those merchants are within the categories of merchants designated by CSCU and/or Certegy from time to time as "high-risk merchants". CSCU and/or Certegy shall have the right to refuse to enroll, and may terminate the enrollment of, any merchant if it determines, in its sole and absolute discretion, that failure to do so would create excessive risk for CSCU and/or Certegy. Right to Refuse Transactions. In the event that either CSCU or Certegy 6.2 determine, in their sole discretion, that the risks related to the credit card sales transactions ("Transactions") introduced by any merchant enrolled by Credit Union are excessive, then CSCU or Certegy may refuse to accept and process those Transactions. CSCU or Certegy shall

promptly notify Credit Union of its refusal to accept and process Transactions from any such merchant.

6.3 Card Association Requirements. Credit Union shall comply with all VISA and/or MasterCard requirements for enrolling new merchants including, but not limited to, the performance of a credit check and/or other financial background investigation; a physical inspection of the merchant's place of business; and an investigation to determine whether the merchant previously has been expelled from the VISA and/or MasterCard systems by another Credit Union for fraud or suspected fraud. Credit Union shall examine the sales drafts contained in sealed merchant deposits before forwarding such deposits to Certegy in order to detect possible fraud and other irregularities.

6.4 Indemnification. Notwithstanding any other provision of this Agreement, Credit Union shall indemnify and hold harmless Certegy and CSCU, and their respective stockholders, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, including reasonable attorney fees including attorneys' fees in appellate and bankruptcy proceedings, or disbursements of any kind or nature whatsoever, which may be suffered by, imposed on, incurred by, or asserted against Certegy, CSCU or the other indemnified parties in any way relating to, or arising out of any merchant deposit of VISA or MasterCard credit card or debit card sales transactions, drafts which arise from transactions from merchants enrolled by Credit Union or an agent institution of Credit Union for the merchant services provided pursuant to the Service Agreement, ("Sales Transactions"), including counterfeit or fraudulent transactions, or any chargebacks of such Sales Transactions (collectively, the "Losses"). Certegy shall be a third-party beneficiary of this paragraph, and if Certegy brings any lawsuit, arbitration or other action against Credit Union to enforce the provisions of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with the action including attorneys' fees and costs in appellate and bankruptcy proceedings.

6.5 Right to Utilize Certain Funds. CSCU and/or Certegy shall have the right to utilize any amounts payable to Credit Union as a result of Transactions in the MasterCard and/or VISA systems in payment of, or to reimburse CSCU or Certegy for, chargebacks or any other amounts payable by, or any other losses resulting from the activities of, any merchants enrolled by Credit Union or an agent institution of Credit Union. Credit Union acknowledges that Certegy is a third party beneficiary of all rights granted to CSCU by Credit Union under this Financial Services Agreement, and that Certegy can exercise all rights given to it pursuant to this paragraph to, among other things, apply incoming amounts to offset or recover amounts due on fraudulent Transactions introduced into the MasterCard and/or VISA systems by merchants enrolled by Credit Union or an agent institution of Credit Union. Credit Union specifically agrees that the rights of CSCU and Certegy and the obligations of Credit Union hereunder shall survive any termination of this Agreement.

Inspection of Records. 7.

7.1 Inspection by CSCU. On reasonable notice, during normal business hours and on presentation of written authorization from CSCU or from a Credit Union, as the case may be, CSCU representatives shall have the right, at CSCU's expense, to inspect and audit information and records in Certegy's possession pertaining to this Agreement or the Credit Union providing the authorization; provided that any such notice shall specify the scope of the inspection or audit and Certegy shall have the right to receive and comment on any report prepared by any external representative engaged by CSCU in connection with any such inspection or audit, prior to its dissemination to the Credit Unions or any other parties.

7.2 Inspection by Credit Union. On reasonable notice, during normal business hours and on presentation of written authorization from a Credit Union, the representatives of the Credit Union or the designated agent of the Credit Union shall have the right, at the Credit Union's expense, to inspect and audit information and records pertaining to that Credit Union; provided that any such notice shall specify the scope of the inspection or audit and Certegy shall have the right to receive and comment on any report prepared by any external representative engaged by the Credit Union in connection with any such inspection or audit, prior to its dissemination to the Credit Unions or any other parties. Government Inspection. Certegy shall permit those governmental agencies that 7.3 regulate and examine CSCU and the Credit Unions to examine Certegy and its books and records to the same extent as if the Services were being performed by CSCU or the Credit Unions on their own premises.

8. Confidentiality. Each of the parties to this Agreement shall hold all information provided to it by the other party, or through its relationship with the other party, as secret and confidential, whether in the form of reports, plans, customer lists, data, documents, software and related products and services, (including, without limitation, CSCU's proprietary software, the Virtual Card Consultant), drawings, writings, samples, know-how, marketing, strategies, business operations and business systems, and other proprietary material ("Confidential Information"). Non-public financial information that is personally identifiable to a customer or member of Credit Union (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") shall be treated by Certegy as Confidential Information whether it is received directly from Credit Union, through VISA or MasterCard or from another third party. Certegy shall only provide NPI to CSCU at the request of Credit Union. Confidential Information shall remain the property of the party from or through whom it was provided. The parties shall use Confidential Information, including NPI, only to perform under this Agreement and in the case of CSCU its Membership Agreement with Credit Union. Each party shall use the same degree of care to protect the other party's and Credit Union's Confidential Information as it uses to safeguard its own and each party shall implement and maintain procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information. For purposes of this section, other than in the case of NPI, Confidential Information shall not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third

party without restriction and without breach of this Agreement, is independently developed by the receiving party, or is disclosed pursuant to a request from a government agency to the extent required by law. This Agreement shall in no way be construed to grant any right, license, or authorization to either party to use Confidential Information except as permitted in this Agreement. Each party shall restrict access to Confidential Information to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to perform its obligations under this Agreement. Such employees and persons shall be under the same obligations to hold secret and confidential such Confidential Information. To the extent Certegy retains third party vendors to assist it in performing its duties under this agreement, it shall first require such vendors similarly to protect and restrict the use of Confidential Information. The obligations of the parties hereunder shall survive the termination of this Agreement.

Transmissions. 9.

9.1 CSCU and Credit Union Responsibility. CSCU and/or the Credit Unions, as the case may be, shall be responsible for transmission at their expense, and shall bear the risk of loss and damage resulting from the transmission to the data processing center of Certegy of information and data (collectively, "Data"). In the case of physical transmission of Data to Certegy, the responsibility for loss and damage shall remain with CSCU and/or the Credit Unions to the point where and until Certegy receives delivery of the Data through the U.S. mail or by courier, and in the case of electronic transmission, until receipt is confirmed by Certegy, at which time the risk of loss shall shift to Certegy.

9.2 Certegy Responsibility. Certegy shall bear the risk of loss and damage resulting from the transmission of Data from the data processing center of Certegy. In the case of physical transmission of Data from Certegy to CSCU or a Credit Union, the responsibility for loss and damage shall remain with Certegy to the point where and until CSCU or the Credit Union, as the case may be, receives delivery of the Data through the U.S. mail or by courier, and in the case of electronic transmission, until receipt is confirmed by CSCU or the Credit Union, at which time the risk of loss shall shift to CSCU or the Credit Union, as the case may be. Certegy's responsibility for the safekeeping and security of plastic credit cards or blank plastic cards commences upon the delivery of such plastics to Certegy and terminates upon delivery of plastics by Certegy to the mail, courier or freight service designated by CSCU or the Credit Union.

Compliance with Laws and regulations. 10.

10.1 Certegy's Compliance Obligations. Except as provided in items (i) and (ii) of section 10.2 below, Certegy shall be responsible for providing the Services in a manner that complies with all Federal laws, rules, and regulations as amended or enacted from time to time applicable to the Services, including without limitation the Truth-In-Lending and Fair Credit Billing Acts, and all rules and regulations promulgated under those laws. 10.2 Credit Union Compliance Obligations. Each Credit Union shall be responsible for the following:

(i) preparing its credit application forms, solicitations, and notices of credit approval and denial as well as compliance with all Federal laws, rules, and regulations relating to those documents, including without limitation, where applicable to those documents, the Federal Consumer Credit Protection Act including Truth-In-Lending, the Equal Credit Opportunity act, the Electronic Fund Transfer Act, the Gramm-Leach-Bliley Act of 1999, the U.S.A.

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Act, and any regulations implementing such acts;

(ii) if the Credit Union elects to prepare any other documentation or text for use with its cardholder accounts, Credit Union shall comply with all applicable laws, rules, and regulations applicable to such documentation or text;

(iii) complying with all state and municipal laws, rules, and regulations as amended or enacted from time to time applicable to all documentation sent to the Credit Union's cardholders; and

(iv) except as provided in section 10.1 above, complying with all Federal and state laws, rules, and regulations applicable to the operation of its card program, including without limitation state and Federal usury laws, Fair Credit Reporting, Equal Credit Opportunity and Electronic Funds Transfer Acts and all rules and regulations promulgated under these laws relating to the operation of its card program, and all VISA, MasterCard and other card association rules and regulations applicable to card issuing institutions in connection with the operation of its card program.

10.3 Modifications to Card Program. Each Credit Union shall notify Certegy by certified mail if it desires to amend, subject to applicable law and regulation, any aspect of its card program which may impact Certegy's provision of the Services to that Credit Union, including, without limitation,

(i) the annual percentage rate it charges,

(ii) the percent and dollar amount of minimum payment,

(iii) its method of finance charge calculation, and/or (iv) the annual fees of that Credit Union's existing card program.

10.4 Debit Card Disclosures. Notwithstanding anything to the contrary in this section 10, each Credit Union shall be solely responsible for providing any and all required debit card disclosures and forms to its customers. Each Credit Union shall be solely responsible for compliance with all laws, rules, and regulations applicable to all aspects of the operations of its debit card programs, regardless of whether that Credit Union uses any forms or other materials supplied by Certegy.

11. Certegy Procedures. Certegy shall, from time to time, hold training sessions at its facility and such other places as it shall designate, for new Credit Union employees or Credit Union employees needing additional training. Each Credit Union shall be responsible for sending its employees to Certegy training sessions as necessary for them to be fully trained to perform their responsibilities in connection with utilization of the Services. For each area of responsibility to be performed by one or more employees of a Credit Union, that Credit Union shall send at least one employee who will be performing that responsibility to training to be trained in that responsibility. Each Credit Union shall have full responsibility for ensuring that its employees and other representatives comply with all procedures set forth in Certegy" training

manual or other procedural manuals and literature provided to the Credit Union at training sessions or otherwise from time to time, including without limitation those pertaining to verification of the accuracy of account confirmation cards sent by Certegy to the Credit Union and monitoring of combined warning bulletins (collectively, the "Procedures") and shall indemnify, defend, and hold harmless Certegy, its officers and directors, and its successors and assigns from and against any and all liabilities, claims, damages, losses or expenses, including reasonable attorneys' fees (collectively "Claims") that result from, arise out of, or in connection with the failure of an employee or other representative of that Credit Union to follow the Procedures.

12. Responsibility for Counterfeit and Fraudulent Transactions. Each Credit Union assumes financial responsibility for all VISA and MasterCard debit and credit card transactions charged to its cardholder accounts, including but not limited to counterfeit transactions and fraudulent transactions, and shall indemnify and hold harmless CSCU, Certegy, their officers and directors, and their successors and assigns against any and all Claims that result from, arise out of, or in connection with such transactions, unless such Claims are caused by Certegy's negligence, willful misconduct, or failure to perform in accordance with the terms of this Agreement.

Mediation; Arbitration. 13.

13.1 The parties shall submit any dispute arising under section 1.2 to mediation as administered by, and subject to the rules of, the Computer Law Committee of The Florida Bar or such other mediation group mutually agreed to by the parties, to attempt to resolve the dispute. Each party shall be responsible for its own costs and attorneys' fees, if any, incurred during the mediation.

13.2 If mediation under section 13.1 does not result in a full settlement of the dispute, then any matter described in section 1.2 that is disputed shall be submitted to arbitration and decided in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Tampa, Florida, and the decision rendered by the arbitrators in connection with any such matter shall be binding. In connection with any arbitration pursuant to this section, the arbitrators shall have the discretion to determine whether either party is the prevailing party and to allocate all or more than half of the responsibility for the costs of the arbitration, plus responsibility for all or a portion of the prevailing party's attorneys' fees, to the non-prevailing party. If no such allocation is made, each party shall be responsible for half the costs of the arbitration and that party's entire attorneys fees.

13.3 If either party initiates an action or proceeding at law or in equity that should have been submitted for resolution under section(s) 13.1 or 13.2, then the other party shall be entitled to recover from the party who initiated that action or proceeding, its attorneys' fees and costs incurred in connection with a motion to dismiss the action or proceeding on the grounds that it should have been submitted for resolution under section(s) 13.1 or 13.2.

Termination. 14.

14.1 Events. This Agreement shall terminate on December 31, 2009, or on written notice given from one party to the other after the occurrence of any one of the following:

(i) the termination of Certegy's right or ability to perform the Services for VISA or MasterCard accounts;

(ii) the failure of CSCU to obtain and maintain those BIN's and ICA's necessary in order for the Credit Unions to use and share BIN's and ICA's maintained by CSCU;

(iii) the discontinuance by either party of its performance of this Agreement because of an order of an appropriate state or Federal court or regulatory body to so discontinue its participation;

(iv) any affirmative act of insolvency by VISA or MasterCard or upon the filing by VISA or MasterCard of any action under any reorganization, insolvency, or Moratorium law, or upon the appointment of any receiver, trustee, or conservator to take possession of the properties of VISA or MasterCard;

(v) subject to item (vi) below, the failure of either party to cure a material breach of its obligations under this Agreement within thirty (30) days following written notice of the breach from the other party; provided that if the breach cannot reasonably be cured within thirty (30) days, the non-breaching party shall not have the right to terminate this Agreement so long as the breaching party promptly commences to cure the breach within thirty (30) days following the notice of the breach and accomplishes the cure within ninety (90) days; or the failure of Certegy to cure a Material Failure in accordance with section 4.  
(vi)

14.2 Cooperation Following Termination. If CSCU gives Certegy written notice of its decision to switch card processors following termination of this Agreement for any reason, Certegy shall cooperate reasonably with CSCU to effect an orderly transition of CSCU's operations to the new processor designated by CSCU. In connection with the conversion of a Credit Union to another card processor, either in connection with CSCU's decision to switch processors or otherwise, Certegy shall (i) cooperate reasonably with the Credit Union to effect an orderly conversion, which may include, but shall not necessarily be limited to, performing those tasks set forth on Exhibit "D" and (ii) at the request of the Credit Union, continue providing the Services to the Credit Union following termination of its Credit Union Service Agreement until the conversion is completed; provided that Certegy shall not be obligated to provide the Services to that Credit Union beyond six (6) months following the effective date of such termination.

14.3 Direct Processing Agreement. Following the resignation of each and every Credit Union from CSCU, either during or following the term of this Agreement, Certegy and that Credit Union shall have the right to contract with each other directly, or indirectly through another association, for processing services. Certegy shall not solicit any of the Credit Unions to

resign from CSCU and enter into a direct contract with Certegy for card processing to commence prior to the termination of this Agreement or any extension or renewal of this Agreement.

15. Services Provided by CSCU. CSCU shall be responsible for and assume all liability for services it provides to the Credit Unions and which are not required to be performed by Certegy under this Agreement.

16. Notices. Except as otherwise provided in this Agreement, any notice, demand, or other communication required or desired to be given under this Agreement by Certegy or CSCU or under a Credit Union Service agreement by Certegy or the Credit Union shall be in writing and shall be deemed validly given forty-eight (48) hours after its deposit in the first class United States mail, certified or registered, postage prepaid, return receipt requested, or if given by other means, upon receipt of delivery. A communication to Certegy or CSCU shall be addressed or delivered to the appropriate party at its address set forth below:

To Certegy: Certegy Card Services, Inc.  
11601 Roosevelt Boulevard  
St. Petersburg, FL 33716  
Attn: President  
with a copy to the Certegy law department in St. Petersburg  
To CSCU: Card Services for Credit Unions, Inc.  
15950 Bay Vista Drive  
Suite 170  
Clearwater, FL 33760  
Attn: President

A communication to a Credit Union shall be addressed or delivered to the address shown on that Credit Union's Credit Union Service agreement. Either party or a Credit Union may change its address for the receipt of notices, demands, or other communications by giving notice of the change in accordance with this section.

17. Indemnification. Certegy shall indemnify, defend and hold harmless CSCU, CSCU employees, its officers and directors and its successors and assigns from and against any and all Claims that result from, arise out of, or in connection with Certegy's failure to perform in accordance with, or any breach by Certegy of, its obligations under this Agreement or any Credit Union Service Agreement, or any administrative or operating procedures or guidelines agreed to in writing by both Certegy and CSCU from time to time. Certegy and each Credit Union shall indemnify, defend and hold harmless the other party, the other party's officers and directors, and the other party's successors and assigns from and against any and all Claims that result from, arise out of, or in connection with the indemnifying party's failure to perform in accordance with, or any breach by the indemnifying party of, its obligations under this Agreement or the Credit Union Service Agreement. In addition, Credit Union shall indemnify and hold harmless Certegy, its officers, directors, successors, and assigns from and against any and all Claims resulting from, arising out of, or in connection with the performance, or nonperformance, of any vendor as contemplated by section 1.5 of this Agreement.

18. Limitations on Damages. In any action by either party against the other, by a Credit Union or Certegy against the other, or by CSCU or a Credit Union against the other, neither party shall be liable to the other for consequential, special, or exemplary damages; provided that in any action or actions by CSCU and one or more Credit Unions against Certegy arising out of the same general set of circumstances, Certegy may be liable for consequential damages not to exceed Fifty Thousand Dollars (\$50,000) to CSCU or any one Credit Union and Two Hundred Fifty Thousand Dollars (\$250,000) in the aggregate.

MasterCard/Visa Requirements. 19.

19.1 Use of Trademarks.

19.1.1 Certegy shall not use any of the MasterCard trademarks and/or Visa Card Program Marks (collectively, the "Marks") on any material in connection with the Service unless CSCU and/or its member, as the case may be, are prominently identified by name and city adjacent to such Marks. All such material may not identify Certegy unless Certegy is prominently identified as an agent or representative of CSCU and/or its members, as the case may be.

19.1.2 Certegy shall have no authority to permit use of the Marks by any of Certegy's agents.

19.2 Solicitation Material. Any solicitation material used by Certegy shall disclose that the subsequent cardholder and/or merchant agreements are between CSCU's member and the individual cardholder and/or merchant.

19.3 MasterCard Member Service Provider Requirements.

19.3.1 Certegy shall fully comply with all applicable MasterCard Bylaws and Rules and any operational regulations, procedures or guidelines established from time to time by MasterCard (collectively, the "Rules");

19.3.2 Certegy has registered with MasterCard as a Member Service Provider ("MSP") and has submitted a signed MSP Agreement to MasterCard;

19.3.3 Certegy shall indemnify and hold harmless MasterCard, CSCU and its members for any failure by Certegy to comply with the Rules, as amended from time to time;

19.3.4 Certegy shall disclose to CSCU the identity and location of all of its sales locations and any other MSP or independent party performing part or all of the Services;

19.3.5 If there is any inconsistency between any provisions of the Agreement and the Rules, the Rules in each instance shall apply.

19.3.6 The Agreement is terminable by CSCU in the event of a material breach by Certegy of a Rule applicable to the Services as provided for in section 14.1(v) of this Agreement.

19.4 Visa and MasterCard Risk Management And Reporting Requirements. Certegy shall report to Visa and MasterCard that information which Visa and MasterCard reasonably require from CSCU regarding the risk management reporting requirements of Visa and MasterCard that pertain to the individual Credit Unions. In the event that Visa and MasterCard materially modify what information they require, Certegy shall also provide that additional information; provided, however, if providing that additional information will require additional programming or otherwise cause Certegy to incur significant costs, Certegy's obligations to provide that additional information is subject to the mutual written Agreement of the parties.

20. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. Attorneys' Fees. If either party institutes an action or proceeding at law or in equity, to enforce any provision of this Agreement, including an action for declaratory relief or for damages, or otherwise in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs in connection with the action or proceeding, including attorneys' fees and costs in appellate and bankruptcy proceedings. Similarly, the prevailing party in an action or proceeding involving Certegy and a Credit Union in connection with a credit Union Service Agreement or otherwise in connection with the Services shall be entitled to its reasonable attorneys' fees and costs.

22. Exhibits and Schedules. All Exhibits (B, B-1, B-2, C and D) and Schedules (A, B, C, E, G, J, K, and L) attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

23. This Agreement. This Agreement, together with the attached Schedules and Exhibits, supercedes all prior agreements, understandings, or representations of the parties on this subject matter.

24. Severability. If there is any conflict between a provision of this Agreement and any present or future law or regulation, the provision of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law or regulation, and the remaining provisions shall remain in effect.

25. Non-Waiver. No waiver by a party of a breach of any provision of this Agreement or of a Credit Union Service Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement or any Credit Union Service Agreement.

26. Amendments. This Agreement shall not be amended except in writing signed by both parties. The parties shall cooperate in promptly delivering a copy of any amendments to the Credit Unions. Such delivery may be accomplished by either delivering a hard copy of any amendment to the Credit Unions or providing notice of any amendment in a bulletin delivered to

the affected Credit Unions and making actual copies of any amendment available in a printable format on a website that is available to affected Credit Unions and identified in the bulletin.

27. Authority. Each party to this Agreement, and each Credit Union signing a Credit Union Service Agreement, represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement or the Credit Union Service agreement, as the case may be, and that those obligations shall be binding without approval of any other person or entity. Each person signing this Agreement on behalf of a party and each person signing a Credit Union Service Agreement on behalf of a Credit Union represents and warrants that he has the full right, power legal capacity, and authority to sign that agreement on behalf of that party or Credit Union.

28. Quality Control Standards. In order to maintain quality service, telephone communications with each Credit Union may be monitored and/or recorded without any further notice or disclosure.

29. Certegy's systems shall remain capable of processing dates using four digit fields for the year throughout the term of this Agreement.

30. Deconversion Fees. In addition to all other amounts owed Certegy, in the event a Credit Union transfers all or a portion of its card base to another processor, to an acquirer of Credit Union's accounts or to Credit Union's internal systems for any reason whatsoever, Credit Union shall pay Certegy a Deconversion Fee equal to \$1.00 per account transferred, with a minimum total charge of \$5,000.00 and a maximum total charge of \$50,000.00, for Certegy's performance of the services required to effectuate the transfer of the accounts from Certegy's processing platform.

31. Protection Against Employee Dishonesty. Certegy shall maintain Commercial Crime, including Employee Dishonesty, insurance coverage in the amount of at least five million dollars (\$5,000,000.00) during the Term of this Agreement and during any subsequent renewal terms to protect against losses by CSCU or Credit Unions resulting from dishonesty of any Certegy Employee. Certegy shall periodically provide proof of such coverage to CSCU.

CARD SERVICES FOR

CERTEGY CARD SERVICES, INC.  
a Florida corporation

CREDIT UNIONS, INC.,  
a Florida corporation

By: /s/ Lee Kennedy  
-----  
Name Lee Kennedy  
Title Chief Executive Officer

By: /s/ Patrick McGrady  
-----  
Name Patrick McGrady  
Title Chairman

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT

EXHIBIT B

CERTEGY CREDIT UNION SERVICE AGREEMENT

(CERTEGY LOGO)

CERTEGY CREDIT UNION SERVICE AGREEMENT

This Credit Union Service Agreement (this "Agreement") is made on \_\_\_\_\_, 20\_\_ by and between Certegy Card Services, Inc., a Florida corporation ("Certegy"), and \_\_\_\_\_, a \_\_\_\_\_ ("Credit Union"). This Agreement sets forth the terms pursuant to which Certegy will provide cardholder and/or merchant deposit services to Credit Union in connection with Credit Union's Visa and/or MasterCard programs, which processing services shall commence on the date mutually agreed to by the parties (the "Processing Commencement Date").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. The Services. By this Agreement, Credit Union engages Certegy, and Certegy agrees, to provide cardholder and/or merchant deposit services to Credit Union, commencing on the Processing Commencement Date, in accordance with the terms of this Agreement and the terms of that certain Restated CSCU Card Processing Service Agreement, dated February 16, 1994, by and between Certegy and Card Services for Credit Unions, Inc. ("CSCU"), as amended from time to time. A copy of the Restated CSCU Service Agreement, as amended, is attached as Exhibit "A" (the "CSCU Service Agreement") and is incorporated into this Agreement by this reference. Credit Union acknowledges that it has read and understands the terms of the CSCU Service Agreement and both parties agree to be bound by all the terms contained in the CSCU Service Agreement as if both parties were signatories to that Agreement.

2. Representation of CSCU Membership. Credit Union represents and warrants that it is a member of CSCU.

3. Operating Rules and Procedures. Credit Union shall comply with and abide by those reasonable operating rules and procedures promulgated from time to time by CSCU, Certegy, and Visa and/or MasterCard.

4. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

5. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

6. Entire Agreement. This Agreement, together with Exhibit "A" attached, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.

7. Amendments. This Agreement shall not be amended except in writing signed by both parties and unless CSCU shall consent in writing to such amendment; provided, however, that any amendments to the CSCU Service Agreement made in accordance with the CSCU Service Agreement shall be effective with respect to Certegy and Credit Union concurrently with the effectiveness of that amendment. Certegy and CSCU have agreed to promptly deliver to Credit Union a copy of any amendments to the CSCU Service Agreement.

8. Notices. Any notices desired to be given in connection with this Agreement shall be given in the manner vided for in the CSCU Service Agreement.

(CERTEGY LOGO)

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Attorney's Fees. If either party institutes an action or proceeding at law or in equity to enforce any provision of this Agreement or otherwise in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. Beneficiary. CSCU shall be a third-party beneficiary to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CERTEGY CARD SERVICES, INC.  
a Florida corporation

-----  
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By: -----

By: -----

-----  
Name and Title

-----  
Name and Title

11601 Roosevelt Boulevard  
St. Petersburg, FL 33716  
727/556-9000

-----  
Address

("Certegey")

-----  
City, State and Zip

-----  
Area Code and Phone No.

("Credit Union")

(CERTEGY LOGO)

(CERTEGY LOGO)

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT

EXHIBIT B-1

CERTEGY CREDIT UNION SERVICE AGREEMENT

CERTEGY CREDIT UNION SERVICE AGREEMENT

This Credit Union Service Agreement ("Agreement") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Certegy Card Services, Inc., a Florida corporation, f/k/a Equifax Card Services, Inc., ("Certegy"), and \_\_\_\_\_ Credit Union ("Credit Union"). This Agreement sets forth the terms pursuant to which Certegy will provide processing services to Credit Union for its Visa and/or MasterCard programs, and supercedes and replaces the prior agreements between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Services. Credit Union engages Certegy to provide the card processing services described in Schedule(s) \_\_\_\_\_ (the "Schedules") to the Restated CSCU Card Processing Service Agreement effective January 1, 2004 ("CSCU Agreement") by and between Certegy and Card Services for Credit Unions, Inc. ("CSCU"), as restated and amended (the "Services"). Certegy exclusively will provide the Services for all of Credit Union's \_\_\_\_\_ card accounts ("Accounts") in accordance with the terms of the CSCU Agreement as modified by this Agreement. Credit Union acknowledges that it has received a copy and understands the terms of the CSCU Agreement and agrees to be bound by its terms. Capitalized terms not defined in this Agreement shall have the meaning given to them in the CSCU Agreement, if any.
2. Representation of CSCU Membership. Credit Union represents and warrants that it is a member of CSCU.
3. Operating Rules and Procedures. Credit Union shall comply with and abide by those reasonable operating rules and procedures promulgated from time to time by CSCU, Certegy, Visa and MasterCard.
4. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]
5. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]
6. Taxes. Credit Union shall be liable for all taxes, except Certegy's income taxes, that Certegy must collect or pay on products and Services provided under this Agreement.
7. Amendments. This Agreement shall only be amended by a writing signed by both parties; provided, however, that any amendments to the CSCU Agreement made in accordance with the CSCU Agreement shall be effective with respect to Certegy and Credit Union concurrently with the effectiveness of that amendment. Certegy and CSCU have agreed to promptly deliver to Credit Union a copy of any amendments to the CSCU Agreement.
8. Notices. Any notices in connection with this Agreement shall be given in the manner provided for in the CSCU Agreement.
9. Applicable Law. The laws of the State of Florida shall govern this Agreement. Venue for any action brought by a party under this agreement shall be in a court of competent jurisdiction in Pinellas County, Florida.



2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT

EXHIBIT B-2

CERTEGY CREDIT UNION SERVICE AGREEMENT

CERTEGY CREDIT UNION SERVICE AGREEMENT

This Credit Union Service Agreement ("Agreement") is made as of \_\_\_\_\_, 200\_\_ (the "Effective Date") by and between Certegy Card Services, Inc., a Florida corporation, f/k/a Equifax Card Services, Inc., ("Certegy"), and \_\_\_\_\_ Credit Union ("Credit Union"). This Agreement sets forth the terms pursuant to which Certegy will provide processing services to Credit Union for its Visa and/or MasterCard programs, and supercedes and replaces the prior agreements between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Services. Credit Union engages Certegy to provide the card processing services described in Schedule(s) \_\_\_\_\_ (the "Schedules") to the Restated CSCU Card Processing Service Agreement effective January 1, 2004 ("CSCU Agreement") by and between Certegy and Card Services for Credit Unions, Inc. ("CSCU"), as restated and amended (the "Services"). Certegy exclusively will provide the Services for all of Credit Union's \_\_\_\_\_ card accounts ("Accounts") in accordance with the terms of the CSCU Agreement as modified by this Agreement. Credit Union acknowledges that it has received a copy and understands the terms of the CSCU Agreement and agrees to be bound by its terms. Capitalized terms not defined in this Agreement shall have the meaning given to them in the CSCU Agreement, if any.

2. Representation of CSCU Membership. Credit Union represents and warrants that it is a member of CSCU.

3. Operating Rules and Procedures. Credit Union shall comply with and abide by those reasonable operating rules and procedures promulgated from time to time by CSCU, Certegy, Visa and/or MasterCard.

4. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

5. Intentionally left blank.

6. Intentionally left blank.

7. Intentionally left blank.

8. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

9. Compliance.

9.1 Sample Forms. As a convenience to Credit Union, Certegy may provide samples of applicable terms and conditions of card issuance and use, required Federal Truth-In-Lending disclosures, Regulation E and Z billing error resolution, disclosures, and other items (collectively, "Sample Forms"). SUCH SAMPLE FORMS ARE PROVIDED WITH NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING THEIR COMPLIANCE WITH APPLICABLE LAW OR THEIR APPROPRIATENESS FOR USE BY CREDIT UNION. Credit Union shall be responsible to approve all Sample Forms for its own use. All other disclosures and forms, including card application forms and notices of credit card approval and denial, shall be prepared by and be the full responsibility of Credit Union. Credit Union's license to use the Sample Forms terminates upon termination of the Agreement.

9.2 Credit Union's Responsibilities. Credit Union shall be solely responsible for compliance with all laws, rules, fees and regulations applicable to all aspects of the operations of its VISA and/or MasterCard programs, including all VISA and MasterCard rules, fees and regulations, usury laws, the Truth-In-Lending Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, Electronic Funds Transfer Act, all rules and regulations promulgated under such Acts, and all state laws and regulations. Credit Union acknowledges that it possesses a copy of the VISA and MasterCard bylaws, rules, and regulations or it knows that it may receive a copy of each

by requesting them in writing from VISA and MasterCard or Certegy and paying the applicable fees.

9.3 Certegy's Responsibilities. Certegy shall provide its Services in compliance with all VISA and MasterCard rules and all laws and regulations applicable to it as a third-party processor.

10. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

11. Confidentiality.

11.1 Confidential Information Defined. All of a party's business and customer information, whether in the form of reports, plans, customer lists, data, documents, drawings, writings, samples, know-how, marketing strategies, business operations and business systems, or other proprietary material, shall be considered "Confidential Information." In addition, the Schedules shall be Certegy's Confidential Information. Non-public financial information that is personally identifiable to a customer or member of Credit Union (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") shall be treated as Confidential Information whether it is received directly from Credit Union, through VISA or MasterCard or from another third party. For purposes of this section, Confidential Information shall not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of this Agreement, is independently developed by the receiving party, or is disclosed pursuant to a requirement or request from a government agency.

11.2 Protecting Confidential Information. The parties shall not use or disclose Confidential Information other than as required to perform their obligations under this Agreement. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own, and shall establish procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information. Each party shall restrict access to Confidential Information to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to perform their obligations under this Agreement. Such employees and persons shall be under the same obligations as the parties regarding such Confidential Information. To the extent Certegy retains third party vendors to assist it in performing its duties under this Agreement, it shall first require such vendor similarly to protect and restrict the use of Confidential Information. Notwithstanding the foregoing, the parties shall be free to disclose the tax treatment or tax structure of any transaction under this Agreement. Confidential Information shall remain the property of the party from or through whom it was provided. The obligations of the parties hereunder shall survive the termination of this Agreement.

12. Annual Financial Review. Each year at Credit Union's written request Certegy shall provide to Credit Union a copy of the most recent annual report of its publicly held parent corporation and a copy of the most recent third party auditors' review and report on the design and compliance test of Certegy's card processing system (SAS 70).

13. Inspections and Audits.

13.1 Inspection by Credit Union. On reasonable notice and on presentation of written authorization from Credit Union, Credit Union's representatives shall have the right, during normal business hours and at Credit Union's expense, to inspect and audit information and records in Certegy's possession pertaining to this Agreement; provided that: (i) any such notice shall specify the scope of the inspection or audit; and (ii) Certegy shall have the right to receive and comment on any report prepared by any external representative engaged by Credit Union in connection with any such inspection or audit prior to its dissemination to Credit Union or any other parties.

13.2. Government Inspection. Certegy shall permit those governmental agencies that regulate and examine Credit Union to examine Certegy and its books and records to the same extent as if the Services were being performed by Credit Union on its own premises.

14. \*[This Section has been omitted in its entirety and filed separately with the Securities and Exchange Commission

as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

15. Taxes. Credit Union shall be liable for all taxes, except Certegy's income taxes that Certegy must collect or pay on products and Services provided under this Agreement.

16. Amendments. This Agreement shall only be amended by a writing signed by both parties; provided, however, that any amendments to the CSCU Agreement made in accordance with the CSCU Agreement shall be effective with respect to Certegy and Credit Union concurrently with the effectiveness of that amendment. Certegy and CSCU have agreed to promptly deliver to Credit Union a copy of any amendments to the CSCU Agreement.

17. Notices. Any notices in connection with this Agreement shall be given in the manner provided for in the CSCU Agreement.

18. Applicable Law. The laws of the State of Florida shall govern this Agreement. Venue for any action brought by a party under this agreement shall be in a court of competent jurisdiction in Pinellas County, Florida.

19. Beneficiary. CSCU shall be a third-party beneficiary to this Agreement.

20. Entire Agreement. This Agreement, together with the Schedules and the CSCU Agreement constitutes the entire understanding of the parties with respect to this subject matter. In the event of a conflict between the provisions of this Agreement and the CSCU Agreement, the provisions of this Agreement shall govern.

21. Survival. The respective rights and obligations of the parties under this Agreement that by their nature continue beyond termination or expiration of this Agreement, including without limitation those contained in sections 10, 11, 14.3 and 18, shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their undersigned duly authorized officers.

TYPE CREDIT UNION'S NAME HERE                      CERTEGY CARD SERVICES, INC.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Officer Signature                      Officer Signature

-----  
Print Name and Title                      Print Name and Title

-----  
Date                      Date

Type Number And Street                      11601 Roosevelt Boulevard  
Type City/State/Zip                      St. Petersburg, Florida 33716  
Type Telephone                      727-556-9000

EXHIBIT C  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

QUALITY CONTROL STANDARDS

[This Exhibit has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

EXHIBIT D  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

CONVERSION ITEMS

[This Exhibit has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

SCHEDULE A  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

FULL SERVICE CREDIT CARD SERVICES

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

SCHEDULE B  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

SELF ADMINISTERED CREDIT CARD PROGRAM FEES

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

SCHEDULE C  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

SCHEDULE E  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

IN-HOUSE/PASS THROUGH SERVICES AND FEES FOR DEBIT, ATM AND CREDIT CARDS

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

SCHEDULE G  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

COMMERCIAL CARD PROCESSING SERVICES AND FEES

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

SCHEDULE J  
2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

STORED VALUE AND PROCESSING SERVICES AND FEES

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

The Agreement only refers and has one Exhibit J

SCHEDULE K

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

SERVICES AND FEES FOR BASE2000 FULL SERVICE CREDIT CARD PROCESSING

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

SCHEDULE L

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT BETWEEN  
CARD SERVICES FOR CREDIT UNIONS, INC. AND CERTEGY CARD SERVICES, INC.

SERVICES AND FEES FOR SELF ADMINISTERED BASE2000 CREDIT CARD PROGRAMS

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

CERTEGY INC.

SPECIAL SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I - INTRODUCTION AND ESTABLISHMENT

THIS SPECIAL SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN (the "Plan"), maintained by Certegy Inc., a Georgia corporation, (the "Company"), is established for the benefit of executive officers of the Company whose ability to participate in an equity split-dollar life insurance program has been limited by the Sarbanes-Oxley Act of 2002. The Plan is effective as of November 7, 2003.

ARTICLE II - DEFINITIONS

When used in this Plan, the following terms shall have the meanings set forth below unless a different meaning is plainly required by the context:

2.1 BOARD. "Board" shall mean the Board of Directors of the Company.

2.2 CAUSE. "Cause" shall mean termination by the Company of the Participant's employment upon any one of the following circumstances:

(a) the Participant's willful and continued failure to substantially perform the Participant's duties with the Company (other than any failure resulting from the Participant's incapacity due to physical or mental illness, including being Permanently Disabled), after a written demand for substantial performance is delivered to the Participant by the Chief Executive Officer of the Company (or if the Participant is the Chief Executive Officer, the Chairman of the Compensation and Human Resources Committee of the Board of Directors) that specifically identifies the manner in which the Chief Executive Officer (or the Chairman) believes that the Participant has not substantially performed the Participant's duties, or

(b) the Participant willfully engaging in conduct that is materially injurious to the Company, monetarily or otherwise.

For purposes of this Section 2.2, no act, or failure to act, on the Participant's part will be considered "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the Company. Notwithstanding the above, the Participant will not be deemed to have been terminated for Cause unless and until the Participant has been given a copy of a Notice of Termination from the Chief Executive Officer of the Company (or if the Participant is the Chief Executive Officer, the Chairman of the Compensation and Human Resources Committee of the Board of Directors), after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before (i) the Chief Executive Officer, or (ii) if the Participant is an elected officer of the Company, the Board of Directors of the Company, finding that in the good faith opinion of the Chief Executive Officer, or, in the

case of an elected officer, finding that in the good faith opinion of two-thirds of the Board of Directors, the Participant committed the conduct set forth above in clauses (a) or (b) of this Section 2.2, and specifying the particulars of that finding in detail.

2.3 CHANGE IN CONTROL. "Change in Control" shall mean the occurrence of any one of the following events during the period in which the Plan remains in effect:

(a) Voting Stock Accumulations. The accumulation by any Person of Beneficial Ownership of twenty percent (20%) or more of the combined voting power of the Company's Voting Stock; provided that for purposes of this paragraph (a), a Change in Control will not be deemed to have occurred if the accumulation of twenty percent (20%) or more of the voting power of the Company's Voting Stock results from any acquisition of Voting Stock (i) directly from the Company that is approved by the Incumbent Board, (ii) by the Company, (iii) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (iv) by any Person pursuant to a Business Combination that complies with all of the provisions of clauses (i), (ii) and (iii) of paragraph (b) below,

(b) Business Combinations. The consummation of a Business Combination, unless, immediately following that Business Combination, (i) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity resulting from that Business Combination (including an entity that as a result of that transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (ii) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Eighty Percent (80%) Subsidiary or that entity resulting from that Business Combination) beneficially owns, directly or indirectly, twenty percent (20%) or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of that entity, and (iii) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the action of the board providing for that Business Combination;

(c) Sale of Assets. A sale or other disposition of all or substantially all of the assets of the Company; or

(d) Liquidations or Dissolutions. Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with all of the provisions of clauses (i), (ii) and (iii) of paragraph (b) above.

For purposes of this Section 2.3, the following definitions will apply:

"Beneficial Ownership" means beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

"Business Combination" means a reorganization, merger or consolidation of the Company.

"Eighty Percent (80%) Subsidiary" means an entity in which the Company directly or indirectly beneficially owns eighty percent (80%) or more of the outstanding Voting Stock.

"Exchange Act" means the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

"Incumbent Board" means a Board of Directors at least a majority of whom consist of individuals who either are (a) members of the Company's Board of Directors as of the day after the spinoff of the Company from Equifax Inc. became effective, or (b) members who became members of the Company's Board of Directors subsequent to such date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (2/3) of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which that person is named as a nominee for director, without objection to that nomination), but excluding, for that purpose, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors.

"Person" means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

"Voting Stock" means the then outstanding securities of an entity entitled to vote generally in the election of members of that entity's Board of Directors.

2.4 COMMENCEMENT DATE. "Commencement Date" with respect to each Participant shall mean the "Commencement Date" as provided in Section 2.1 of the Split Dollar Plan.

2.5 COMPETITIVE ACTIVITY. A Participant or former Participant shall be deemed to engage in "Competitive Activity" if he or she:

(a) directly or indirectly owns, operates, controls, participates in, performs services for, or otherwise carries on, a business substantially similar to or competitive with the business conducted by the Company or any Subsidiary (without limit to any particular region, because Participant acknowledges that such business may be engaged in effectively from any location in the United States or Canada); provided that nothing set forth in this paragraph (a) will prohibit a Participant from owning not in excess of 5% of any class of capital stock of any corporation if such stock is publicly traded and listed on any national or regional stock exchange or on the Nasdaq Stock Market;

(b) directly or indirectly attempts to persuade any employee or customer of the Company or any Subsidiary to terminate such employment or business relationship in order to enter into any such relationship on behalf of the Participant or any third party in competition with the business conducted by the Company or any Subsidiary; or

(c) directly or indirectly engages in any activity that is harmful to the interests of the Company or any Subsidiary, as determined by the Compensation and Human Resources Committee in its sole discretion, including the disclosure or misuse of any confidential information or trade secrets of the Company or a Subsidiary.

2.6 EARLY BENEFIT. "Early Benefit" shall have the meaning provided in Section 4.8.

2.7 ERISA. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.8 EXECUTIVE OFFICER. "Executive Officer" shall mean an officer of the Company who the Plan Administrator determines, in an exercise of the Plan Administrator's discretion, to be an executive officer within the meaning of the Sarbanes-Oxley Act of 2002.

2.9 GOOD REASON. "Good Reason" shall mean a termination by the Participant of the Participant's employment within the period of time beginning six (6) months prior to a Change in Control and ending on the third anniversary of such Change in Control and based on:

(a) The assignment to the Participant of duties inconsistent with the Participant's position and status with the Company as they existed immediately prior to the Change in Control, or a substantial change in the Participant's title, offices or authority, or in the nature of the Participant's responsibilities, as they existed immediately prior to the Change in Control, except in connection with the termination of the Participant's employment by the Company for Cause, by the Participant other than for Good Reason or as a result of death;

(b) A reduction by the Company in the Participant's base salary as in effect on the Commencement Date or as the Participant's salary may be increased from time to time;

(c) A failure by the Company to continue the Company's incentive compensation plan(s), as it may be modified from time to time, substantially in the form in effect immediately prior to a Change in Control (the "Incentive Plan"), or a failure by the Company to continue the Participant as a participant in the Incentive Plan on at least the basis of the Participant's participation immediately prior to a Change in Control, or to pay the Participant the amounts that the Participant would be entitled to receive in accordance with the terms of the Incentive Plan (as in effect immediately prior to the Change in Control);

(d) The Company requiring the Participant to be based more than thirty-five (35) miles from the location where the Participant is based prior to the Change in Control, except for required travel on Company business to an extent substantially consistent with the Participant's business travel obligations immediately prior to the Change in Control; or if the Participant consents to the relocation, the failure by the Company to pay (or reimburse the Participant for) all reasonable moving expenses incurred by the Participant or to indemnify the Participant against any loss realized on the sale of the Participant's principal residence in connection with the relocation;

(e) The failure by the Company to continue in effect any retirement plan, compensation plan, performance share plan, stock option plan, life insurance plan, health and accident plan, disability plan or another benefit plan in which the Participant is participating immediately prior to a Change in Control (except that the Company may cancel any such plans without triggering this paragraph (e), if it provides the Participant with substantially similar benefits under another plan), the taking of any action by the Company that would adversely affect the Participant's participation or materially reduce the Participant's benefits under any such plans or deprive the Participant of any material fringe benefit enjoyed by the Participant immediately prior to a Change in Control, or the failure by the Company to provide the Participant with the number of paid vacation days to which the Participant is then entitled in accordance with the Company's normal vacation practices in effect immediately prior to a Change in Control; or

(f) Any purported termination not effected pursuant to a Notice of Termination shall not be valid for purposes of this Plan.

2.10 NOTICE OF TERMINATION. A "Notice of Termination" shall mean a written notice that indicates the specific provision in the definition of Cause relied upon as the basis for the Participant's termination of employment and setting forth in reasonable detail the facts and circumstances claimed to provide a basis for the termination of Participant's employment under the provision so indicated.

2.11 PARTICIPANT. "Participant" shall mean any eligible Executive Officer who is listed on Schedule A, has satisfied the requirements for participation in this Plan and has a Participant Interest.

2.12 PARTICIPANT INTEREST. "Participant Interest" shall mean the amount reflected in records maintained by the Plan Administrator to determine each Participant's interest, if any, under this Plan. Such Participant Interest shall be reflected as an entry in the Company's records.

2.13 PAYMENT EVENT. "Payment Event" shall have the meaning provided in Section 4.7.

2.14 PERMANENTLY DISABLED. "Permanently Disabled" shall mean the Participant suffering a sickness, accident or injury, which in the determination of the Plan Administrator would entitle the Participant to disability benefits under either social security or the Company's long-term disability plan. The Company reserves the right to require the Participant to first qualify for disability benefits under either social security or the Company's long-term disability plan before determining whether such Participant is Permanently Disabled for purposes of this Plan.

2.15 PLAN. "Plan" shall mean the Certegy Inc. Special Supplemental Executive Retirement Plan, as it may be amended from time to time.

2.16 PLAN ADMINISTRATOR. "Plan Administrator" shall mean the Compensation and Human Resources Committee of the Board, or its designee or designees. The Plan Administrator shall be the named fiduciary under the Plan.

2.17 RETIREMENT. "Retirement" shall mean a Participant's termination of employment with the Company and all affiliates after (a) attaining age 65, (b) attaining age 55 and five "Years of Vesting Service," or (c) attaining age 50 and the Participant's age plus his or her "Years of Benefit Service" equals at least 75. "Years of Vesting Service" and "Years of Benefit Service" shall have the meanings given to them in the Certegy Inc. U.S. Retirement Income Plan.

2.18 ROLLOUT EVENT. "Rollout Event" shall have the meaning provided in Section 4.4.

2.19 SPLIT DOLLAR PLAN. "Split Dollar Plan" shall mean the Certegy Inc. Executive Life and Supplemental Retirement Benefit Plan, as amended and restated effective \_\_\_\_\_, 2003, as amended from time to time.

2.20 SUBSIDIARY. "Subsidiary" shall mean an entity more than fifty percent (50%) of whose equity interests are owned directly or indirectly by the Company.

2.21 VALUATION DATE. "Valuation Date" shall mean any date(s) selected by the Plan Administrator in its sole discretion as of which the Participants' Participant Interests are valued.

2.22 VESTING. "Vesting" shall mean when a Participant becomes vested under the Plan in accordance with Section 4.2

#### ARTICLE III - PARTICIPATION

3.1 ELIGIBILITY AND PARTICIPATION. Each Executive Officer who has been authorized to enter into a Split-Dollar Life Insurance Agreement (Endorsement Non-Equity Method) by the Plan Administrator (but not by any designee thereof) or the Company's Chief Executive Officer shall be eligible to participate in the Plan. An Executive Officer who is eligible to participate shall become a Participant on the date he first has a Participant Interest, as determined by the Plan Administrator or its designee in its discretion. An Executive Officer who becomes a Participant shall continue as a Participant, until his Participant Interest is determined by the Plan Administrator or its designee to have been fully paid out, forfeited or permanently eliminated.

#### 3.2 PARTICIPANT INTEREST.

(a) As of one or more Valuation Dates, as determined by the Plan Administrator, a Participant's Participant Interest shall equal a hypothetical value based on the amount by which the Net Cash Value of a relevant Policy exceeds the Net

Company Premiums under such Policy. To the extent the Net Company Premiums under a Policy exceed the Net Cash Value of such Policy, the Participant's Participant Interest value shall be zero (\$0). By becoming a party hereto, Participants expressly acknowledge that while a Participant Interest can have a positive value as of a particular Valuation Date, because of fluctuations in investment markets, such value can decline to zero (\$0) as of a subsequent Valuation Date.

(b) References to a Policy or Policies herein is in no way intended and shall not represent any asset to which a Participant may look for payment or security for payment of any benefit under this Plan. A Policy is only referenced to provide a basis for measuring the Company's obligations under the Plan. Any and all Policies are and shall remain general, unrestricted assets of Company. All benefits payable under the Plan shall be paid from the general assets of the Company. The Company may, but shall not be required, to use funds under a Policy to satisfy its obligations under the Plan, and the Company reserves the right to satisfy its liabilities under the Plan by the transference of rights in a Policy.

For purposes of this Section 3.2, the following definitions will apply:

"Net Cash Value" shall mean the cash surrender value of the Policy reduced, as appropriate, by any indebtedness (and interest thereon) obtained by the Company and secured by the Policy which indebtedness remains outstanding as of the date of such determination.

"Net Company Premiums" shall mean at any point in time the aggregate sum of all premium payments then or theretofore actually paid by the Company credited to the Policy, reduced by any indebtedness (and interest thereon) obtained by the Company and secured by the Policy which indebtedness remains outstanding as of the date of such determination.

"Policy" shall mean the policy or policies of life insurance issued by a commercial insurer on the life of the Participant and legally owned by the Company, together with any and all supplements, endorsements and amendments thereto. For purposes of the Plan, policies listed under Schedule A shall constitute a Policy for purposes of determining Participant Interest values under this Plan.

#### ARTICLE IV - INTEREST OF PARTICIPANTS

4.1 ACCOUNTING FOR PARTICIPANTS' INTERESTS. Each Participant's Participant Interest shall be as described in Section 3.2 and this Section 4.1. A Participant's Participant Interest, if any, may fluctuate at rates determined by assuming such Participant Interest was invested in accordance with guidelines and investment directions determined by the Plan Administrator. Notwithstanding the preceding sentence, the Plan Administrator shall be required to follow the Participant's direction with respect to the investment of the Participant's Participant Interest following a Change in Control. In the event the Participant engages in Competitive Activity during the one-year period following the Participant's termination of employment, the Participant's right to direct investment of some or all of Participant's Participant Interest shall cease as soon as administratively practicable following the Plan Administrator's determination that the Participant has engaged in such Competitive Activity.

4.2 VESTING OF A PARTICIPANT'S PARTICIPANT INTEREST. Each Participant shall become vested in his or her Participant Interest upon completing three (3) years of service with the Company (or Equifax, Inc., for periods prior to the Company's spinoff), measured from the earlier of (i) the Participant's Commencement Date, or (ii) in the case of a Participant who transferred to the Company in connection with its spinoff from Equifax, Inc., the date the Participant commenced participation in the Equifax Inc. Executive Life and Supplemental Retirement Benefit Plan (U.S.). Notwithstanding the prior sentence, a Participant's Participant Interest shall be considered to have no value in the circumstances specified in Section 4.5(b) below.

A Participant shall only receive credit towards becoming vested in his or her Participant Interest while the Participant is actively employed by the Company (or on an authorized leave of absence); provided, however the Participant shall continue to receive vesting credit towards his or her Participant Interest after termination of employment, if (a) the Participant's employment with the Company is terminated as a result of Retirement, job elimination, Good Reason or becoming Permanently Disabled, and (b) the Participant is not engaged in a Competitive Activity.

Notwithstanding a Participant's being fully vested in his or her Participant Interest, the Participant's Participant Interest can fluctuate to the extent that it has no value.

4.3 TERMINATION DATE. A Participant's participation in this Plan shall terminate upon the earliest of the following events to occur (each a "Termination Date"):

(a) The Participant's termination of employment from the Company prior to Vesting other than on account of (i) Retirement, (ii) becoming Permanently Disabled, (iii) Good Reason or (iv) a job elimination;

(b) The termination of the Participant's employment by the Company for Cause;

(c) The Participant engaging in a Competitive Activity during the one-year period following his or her termination of employment;

(d) Prior to both a Change in Control and the Participant's Vesting, the termination of the Plan;

(e) Prior to both a Change in Control and the Participant's Vesting, the date the Company, in its sole discretion, voluntarily elects to terminate Participant's participation in the Plan; or

(f) The death of the Participant.

4.4 ROLLOUT EVENT. The Plan Administrator, in its discretion, may declare a Rollout Event to occur with respect to a Participant on the latest of (i) the fifteenth (15th) anniversary of the Participant's Commencement Date, (ii) Participant's attainment of age sixty (60), or (iii) the Participant's Retirement or becoming Permanently Disabled. The Plan Administrator, in its discretion, may also declare a Rollout Event to occur with respect to a Participant on or as of a date following the Participant's engaging in a Competitive Activity during the one-year period following his or her termination of employment but before benefit payments under the Plan have otherwise commenced. If a Rollout Event is declared, the Plan Administrator shall take such steps as are appropriate to effect payment of benefits under the Plan as soon as administratively practicable.

4.5 AMOUNT OF BENEFIT.

(a) The benefit to which a Participant shall be entitled under the Plan upon the commencement of benefit payments pursuant to Section 4.7 below, shall be the value of Participant's Participant Interest, if any, as determined by the Plan Administrator as of the Valuation Date immediately preceding or commensurate with the date benefits are actually paid or deemed paid to the Participant. In the event the Participant's Interest is paid in installments, the value of each installment shall be determined under Section 4.6.

(b) Notwithstanding any provision of this Plan to the contrary, a Participant will be deemed to have no value in his or her Participant Interest, and no benefit shall be payable to Participant or on Participant's behalf pursuant to this Plan, at the occurrence of any one of the following events:

- Death of the Participant;
- Termination of the Participant's employment by the Company for Cause; or
- Prior to the Participant's Vesting in his or her Participant Interest, voluntary termination of the Participant's employment with the Company by the Participant without Good Reason.

(c) As an addition to each benefit payment, the Company shall "gross up" each such payment as provided in this Section 4.5(c), except a benefit payment to a Participant who is determined by the Plan Administrator to have engaged in a Competitive Activity within the one year period following termination of employment. Specifically, such gross up shall be determined by the Plan Administrator based on a reasonable estimate of the approximate tax savings to be realized by the Company on account of its being able to obtain a tax deduction for the amount of the benefit payment and any gross up payment pursuant to this Section 4.5(c), taking into account a reasonable estimate of the Company's combined federal, state and local income tax bracket. It is intended that a tax deduction shall be taken into account under the preceding sentence only to the extent that it is not offset by an income item to the Company that is directly related to the payment of the benefit or any gross up.

(d) Notwithstanding any provision of this Plan to the contrary, if at any time during the one-year period following the Participant's termination of employment, the

Participant engages in Competitive Activity, as determined in the discretion of the Plan Administrator, the amount of the Participant's Participant Interest shall be limited to the lesser of (i) the value as of the Valuation Date commensurate with or immediately preceding the date as of which the Plan Administrator has determined that the Participant first engaged in such Competitive Activity (reduced appropriately for any benefit payments), or (ii) the value as otherwise determined under Section 4.5(a) above.

#### 4.6 FORM OF BENEFIT.

(a) A Participant may elect to provide payment instructions that provide for payment of such Participant's benefit, if any, in either (i) a single sum payment, or (ii) substantially equal installments of principal payable over a period of not less than two (2) or more than ten (10 years); provided, however, that, if such Participant elects the installment method, the Participant shall elect to have installments paid either quarterly (as of the last day of each calendar quarter), or annually (as of the last day of each calendar year), and interest shall be paid with each installment payment with interest credited at five percent (5%) simple annual interest on the undistributed portion of the principal amount.

(b) If the Participant elects to receive his or her Plan benefit in a single sum payment, the Company may elect in its discretion to effect such payment either in cash or through transfer of an interest in a Policy, with cash value related to such interest that is equal to the single sum benefit payment.

(c) Notwithstanding the above Participant elections, the Plan Administrator may at any time, in its discretion, direct payment of a Participant's benefit in a single sum payment if - (i) such Participant's Participant Interest is less than \$10,000, or (ii) the Plan Administrator determines that the Participant has engaged in Competitive Activity during the one-year period following the Participant's termination of employment.

#### 4.7 TIMING OF BENEFIT - PAYMENT EVENT.

(a) Any benefit payments to a Participant shall generally commence as soon as practicable following the occurrence of a Rollout Event. In the event a Participant terminates employment for Good Reason or in the event of the Participant's job elimination, any benefit payments shall commence not later than as soon as practicable following the later of (i) the fifteenth anniversary of the Participant's Commencement Date, or (ii) Participant's attainment of age sixty (60). Any date as of which payment of a Participant's benefit is to commence under this subsection shall be referred to as a "Payment Event."

(b) Benefit payments to a Participant shall commence in accordance with written instructions that such Participant has provided to the Plan Administrator with respect to such payments, provided that such instructions must be consistent with the terms of the Plan. Participants may provide such instructions at any time prior to a Payment Event, and they may modify such instructions at any time prior to a Payment Event by providing new instructions.

(c) Upon the occurrence of a Payment Event, the Plan Administrator will follow the Participant's last instructions that were submitted at least six (6) months prior to such Payment Event, and instructions submitted within such 6-month period shall be disregarded; provided, however, that in the event a Participant's first written instructions are submitted within six (6) months of the Payment Event, distributions shall commence as soon as practicable following the earlier of six (6) months following the Plan Administrator's receipt of such written instructions or twelve (12) months following the Payment Event.

#### 4.8 TIMING OF BENEFIT - EARLY BENEFIT.

(a) Notwithstanding Section 4.7, a Participant may elect for benefit payments to commence after the seventh (7th) anniversary of the Participant's Commencement Date and after the earlier of the following events has occurred - (i) the Participant's Retirement, or (ii) Participant's attainment of age sixty (60). The benefit payments that are triggered by an election under the preceding sentence are referred to as an "Early Benefit".

(b) To obtain an Early Benefit, a Participant must notify the Plan Administrator of his or her election of the Early Benefit at least two (2) years prior to the date the Early Benefit would first commence, and the Participant can revoke such election at any time prior to the date that is two (2) years prior to the date the Early Benefit would first commence in accordance with such election.

(c) Once a Participant has made an Early Benefit election, not later than six (6) months prior to when payment would commence in accordance with such election the Participant may provide in writing for deferrals of the commencement of the Early Benefit in two (2) year increments, measured from the date the Early Benefit would first commence. In the event a Participant elects such deferral, the Participant may further elect additional two (2) year deferrals provided each such additional deferral election is provided in writing to the Plan Administrator at least six (6) months prior to the time of payout under the existing Early Benefit deferral election. The Participant may revoke any Early Benefit deferral election at any time prior to the date that is six (6) months prior to the effective date of an Early Benefit deferral election.

4.9 LOANS ON THE PARTICIPANT INTEREST. A Participant shall have no rights to borrow against his or her Participant Interest.

#### ARTICLE V - EFFECT OF A CHANGE IN CONTROL

In the event of a Change in Control, the trustee of the grantor trust that has been established by the Company with respect to the Plan shall, as provided in such grantor trust, ensure that appropriate Company contributions to the grantor trust are made with respect to the Participants, and the Company shall make contributions, as provided in such grantor trust, as reasonably determined by the trustee.

ARTICLE VI - PLAN ADMINISTRATOR

6.1 MEMBERS. The Plan Administrator shall be the Compensation Committee of the Board or such other committee or an individual appointed by the Board to serve at its pleasure. Members of any such committee shall not be required to be employees of the Company or Participants. Any committee member may resign by giving notice, in writing, filed with the Company.

6.2 ACTION. Action of the Plan Administrator may be taken with or without a meeting of committee members; provided, however, that any action shall be taken only upon the vote or other affirmative expression of a majority of the committee members qualified to vote with respect to such action. If a member of the committee or the appointed individual is a Participant in the Plan, he shall not participate in any decision that solely affects his or her own Participant Interest. The Plan Administrator shall for purposes of administering the Plan choose a secretary who shall keep minutes of the Plan Administrator's proceedings and all records and documents pertaining to the administration of this Plan. The secretary may execute any certificate or any other written direction on behalf of the Plan Administrator.

6.3 RIGHT AND DUTIES. The Plan Administrator shall administer and manage the Plan and shall have all powers necessary to accomplish that purpose, including (but not limited to) the following:

- (a) To construe, interpret, and administer this Plan;
- (b) To make allocations and determinations required by this Plan, and to maintain records regarding Participants' Participant Interests;
- (c) To compute and certify to the Company the amount and kinds of benefits payable to Participants or their Beneficiaries, and to determine the time and manner in which such benefits are to be paid;
- (d) To authorize all disbursements by the Company pursuant to this Plan;
- (e) To maintain (or cause to be maintained) all the necessary records of the administration of this Plan;
- (f) To make and publish such rules for the regulation of this Plan as are not inconsistent with the terms hereof;
- (g) To delegate to other individuals or entities from time to time the performance of any of its duties or responsibilities hereunder;
- (h) To establish or to change the investment funds or arrangements under Section 4.1(d) of the Plan; and

(i) To hire agents, accountants, actuaries, consultants and legal counsel to assist in operating and administering the Plan.

The Plan Administrator shall have the exclusive discretionary authority to construe and to interpret the Plan, to decide all questions of eligibility for benefits and to determine the amount and manner of payment of such benefits, and its decisions on such matters shall be final and conclusive on all parties.

6.4 COMPENSATION, INDEMNITY AND LIABILITY. The Plan Administrator shall serve as such without bond and without compensation for services hereunder. The Company shall pay all expenses of the Plan and the Plan Administrator. If the Plan Administrator is a committee, no member of the committee shall be liable for any act or omission of any other member of the committee, or for any act or omission on his or her own part, excepting his or her own willful misconduct. The Company shall indemnify and hold harmless the Plan Administrator and each member of the committee, if any, against any and all expenses and liabilities, including reasonable legal fees and expenses, arising out of his or her membership on the committee, excepting only expenses and liabilities arising out of his or her own willful misconduct.

6.5 TAXES. If the whole or any part of any Participant's Participant Interest shall become liable for the payment of any estate, inheritance, income, or other tax which the Company shall be required to pay or withhold, the Company shall have the full power and authority to withhold and pay such tax out of any monies or other property in its hand for the account of the Participant whose interests hereunder are so liable. The Company shall provide the Participant notice of such withholding. Prior to making any payment, the Company may require such releases or other documents from any lawful taxing authority as it shall deem necessary.

#### ARTICLE VII - CLAIMS PROCEDURE

7.1 CLAIMS FOR BENEFITS. A Participant or his or her duly authorized representative (the "claimant") may make a claim for benefits under the Plan to the Plan Administrator. The claim shall be reviewed, and the claimant shall be notified in writing of the Plan Administrator's decision within ninety (90) days following the date the Plan Administrator receives the claim. If special circumstances are involved, this ninety (90) day period may be extended for up to an additional ninety (90) days. If such an extension is necessary, the claimant shall receive written notice of the extension before the end of the initial ninety (90) day period.

If the claim is denied, the notice shall explain the reason for the denial, quoting the sections of the Program or other pertinent documents, if any, used to arrive at this decision; provide a description of any additional material or information that would be helpful to the Plan Administrator in further review of the claim and reasons why such material or information is necessary; and provide an explanation of the claims review procedure.

7.2 APPEALS. If a claimant is not satisfied with the decision of the Plan Administrator regarding the claim, the claimant may appeal the decision of the Plan Administrator by filing a written request with the Plan Administrator. This written request must be filed with the Plan

Administrator within sixty (60) days following the date the claimant receives the written decision of the Plan Administrator. The claimant may review any applicable documents and may also submit points of disagreement or other comments in writing.

The Plan Administrator, in its discretion, may schedule a meeting with the Participant and/or his or her representative within sixty (60) days after the claimant has filed the request for review. Within sixty (60) days of the date of the receipt of the request for review by the Plan Administrator, the claimant shall receive written notice of the Plan Administrator's final decision. However, if a hearing is held or there are other special circumstances involved, the decision shall be given no later than one hundred and twenty (120) days following the date the Plan Administrator receives the appeal. If such an extension of time is necessary, the claimant shall receive written notice of the extension before it begins.

The Plan Administrator shall interpret this Article VI such that the claims procedures applicable under the Program conform to the claims review requirements of Part 5, Title I of ERISA.

#### ARTICLE VIII - AMENDMENT AND TERMINATION

8.1 AMENDMENTS. The Board shall have the right in its sole discretion to amend this Plan in whole or in part at any time; provided, however, that no such amendment shall reduce the amounts credited at that time to any Participant's Participant Interest, no such amendment after a Change in Control has occurred shall change the definition of "Change in Control" or "Good Reason," or otherwise adversely affect the rights of a Participant without the consent of the Participant, and no such amendment after a Participant's Vesting shall adversely affect the rights of such Participant without the written consent of the Participant. Any amendment shall be in writing and executed by a duly authorized officer of the Company. All Participants shall be bound by such amendment.

8.2 TERMINATION OF PLAN. The Company expects to continue this Plan, but does not obligate itself to do so. The Company reserves the right to discontinue and terminate the Plan at any time, in whole or in part, for any reason (including a change, or an impending change, in the tax laws of the United States or any State). If the Plan is terminated, the Plan Administrator shall be notified of such action in a writing executed by a duly authorized officer of the Company, and the Plan shall be terminated at the time therein set forth. Termination of the Plan shall be binding on all Participants, but in no event may such termination reduce the amounts credited at that time to any Participant's Participant Interest. If this Plan is terminated, amounts theretofore credited to Participants' Participant Interests shall either be paid in a lump sum immediately, or distributed in some other manner consistent with this Plan, as determined by the Plan Administrator in its sole discretion. Notwithstanding the preceding provisions of this Section 8.2, in the event of a Change in Control and following a Participant's Vesting, the Company shall not be able to reduce a Participants rights pursuant to this Section 8.2 to an extent that exceeds its ability to reduce the Participant's rights under Section 8.1.

ARTICLE IX - MISCELLANEOUS

9.1 LIMITATION ON PARTICIPANT'S RIGHTS. Participation in this Plan shall not give any Participant the right to be retained in the Company's employ or any right or interest in this Plan or any assets of the Company other than as herein provided. The Company reserves the right to terminate the employment of any Participant without any liability for any claim against the Company under this Plan, except to the extent provided herein.

9.2 BENEFITS UNFUNDED. The benefits provided by this Plan shall be unfunded. All amounts payable under this Plan to Participants shall be paid from the general assets of the Company, and nothing contained in this Plan shall require the Company to set aside or hold in trust any amounts or assets for the purpose of paying benefits to Participants. This Plan shall create only a contractual obligation on the part of the Company, and Participants shall have the status of general unsecured creditors of the Company under the Plan with respect to any obligation of the Company to pay benefits pursuant hereto. Any funds of the Company available to pay benefits pursuant to the Plan shall be subject to the claims of general creditors of the Company, and may be used for any purpose by the Company.

Notwithstanding the preceding paragraph, the Company may at any time transfer assets to a trust for purposes of paying all or any part of its obligations under this Plan. However, to the extent provided in the trust only, such transferred amounts shall remain subject to the claims of general creditors of the Company only in accordance with the terms of such trust. To the extent that assets are held in the trust when a Participant's benefits under the Plan become payable, the Plan Administrator shall direct the trustee to make trust assets available to pay such benefits to the Participant. Any payments made to a Participant from such trust shall relieve the Company from any further obligations under the Plan only to the extent of such payment.

9.3 OTHER PLANS. This Plan shall not affect the right of any eligible Executive Officer or Participant to participate in and receive benefits under and in accordance with the provisions of any other employee benefit plans which are now or hereafter maintained by the Company, unless the terms of another employee benefit plan or plans specifically provide otherwise; provided, however, that in the event any eligible Executive Officer or Participant asserts a right or is otherwise granted a right to payment under any other employee benefit plan of the Company, which payment the Plan Administrator determines to be otherwise payable under this Plan, then the Plan Administrator may withhold payment to the Executive Officer or Participant under this Plan to the extent the Plan Administrator deems appropriate. In addition, see Section 8.10 of the 2003 restatement of the Executive Life and Supplemental Retirement Benefit Plan with respect to the eligibility of Participants under this Plan for the Company's basic life insurance, basic accidental death and dismemberment insurance and its retiree life insurance.

9.4 RECEIPT OR RELEASE. Any payment to a Participant in accordance with the provisions of this Plan shall, to the extent thereof, be in full satisfaction of all claims against the Plan Administrator and the Company, and the Plan Administrator may require such Participant, as a condition precedent to such payment, to execute a receipt and release to such effect.

9.5 GOVERNING LAW. This Plan shall be construed, administered, and governed in all respects in accordance with applicable federal law and, to the extent not preempted by federal law, in accordance with the laws of the State of Georgia. If any provisions of this instrument shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

9.7 GENDER, TENSE, AND HEADINGS. In this Plan, whenever the context so indicates, the singular or plural number and the masculine, feminine, or neuter gender shall be deemed to include the other. Headings and subheadings in this Plan are inserted for convenience of reference only and are not considered in the construction of the provisions hereof.

9.8 SUCCESSORS AND ASSIGNS; NONALIENATION OF BENEFITS. This Plan shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided, however, that the amounts credited to the Participant's Participant Interest shall not (except as provided in Section 5.5) be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to any benefits payable hereunder, including, without limitation, any assignment or alienation in connection with a separation, divorce, child support or similar arrangement, shall be null and void and not binding on the Plan or the Company.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed by its duly authorized officers to be effective as of the date first set forth above.

ATTEST:

COMPANY:

[Corporate Seal]

CERTEGY INC.

By: \_\_\_\_\_

Secretary

Title: \_\_\_\_\_

SCHEDULE A  
TO THE CERTEGY INC. SPECIAL SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ELIGIBLE PARTICIPANTS

Lee Kennedy  
Larry Towe  
Michael Vollkommer

CERTEGY INC.  
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

(Effective As of November 5, 2003)

CERTEGY INC.  
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

PREAMBLE

The Certegy Inc. Supplemental Executive Retirement Plan ("Plan") is designed to be a supplemental retirement plan covering a select group of management and highly compensated employees of Certegy Inc. (the "Company") and any Adopting Employer. The benefits under the Plan are unfunded and all amounts payable under the Plan shall be paid from the general assets of the Company (except as otherwise provided herein). The effective date of the Plan as set forth herein is November 5, 2003 ("Effective Date").

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ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the meanings set forth below, unless the context clearly indicates to the contrary:

(a) Accrued Benefit: Subject to adjustment as hereinafter provided, with respect to any Participant at any time ("Determination Date"), an annual benefit payable in the form of a single life annuity, commencing on the Participant's Normal Retirement Date in an amount equal to fifty percent (50%) of the Participant's Average Annual Compensation multiplied by a fraction (no greater than 1), the numerator of which is the Participant's Years of Benefit Service at the Determination Date and the denominator of which is thirty (30), reduced by the accrued benefit, or the Actuarial Equivalent of the accrued benefit, which the Participant is entitled to receive from the Certegy Pension Plan at the Participant's Normal Retirement Date under this Plan. If a Participant retires on his Late Retirement Date, the calculation of the Participant's Accrued Benefit, including the related offsets, shall be made as of the Participant's Late Retirement Date. The determination of a Participant's Accrued Benefit under this Section 1.1(a) shall be made by the Administrator in good faith in a consistent manner with respect to all Participants and its decisions on such matters shall be binding and conclusive on all parties.

Notwithstanding the foregoing, if a Participant who received a distribution or distributions following his Termination Date or Retirement is re-employed and again becomes an active Participant, such Participant's Accrued Benefit, as computed pursuant to this Section, shall be reduced by the monthly Accrued Benefit amount that is the Actuarial Equivalent of the distribution(s) made to the Participant.

(b) Actuarial (or Actuarially) Equivalent:

(i) For purposes of determining the value of a Participant's Participant Interest under the Certegy Special Supplemental Program pursuant to Section 3.9, a benefit of equivalent value determined using an interest rate equal to 7% per annum and the mortality table prescribed by the Commissioner of Internal Revenue pursuant to Rev. Rul. 95-6 (as hereafter amended or modified);

(ii) For purposes of determining the amount of a single lump sum payment under Section 3.8(c), an amount of equivalent value determined using the following assumptions:

(A) an annual interest rate equal to the "applicable interest rate" as the Secretary of the Treasury has then prescribed pursuant to Code Section 417(e)(3)(A)(ii)(II) for the second full calendar month preceding the first day of the Plan Year during which occurs the date of payment. This rate is currently equal to the annual rate of interest on 30-year Treasury securities as published by the Commissioner of Internal Revenue, and

(B) the morality table prescribed by the Commissioner of Internal Revenue pursuant to Rev. Rul. 95-6 (as hereafter amended or modified).

(iii) For purposes of determining the equivalent value of optional forms of benefits under Sections 3.8(a) and (b), the Actuarial Equivalent factors shall be the same as those used in the Certegy Pension Plan.

(c) Administrator: The Company and any person or committee designated by the Company to perform all or any portion of the duties and responsibilities of the Administrator under the Plan.

(d) Adopting Employer: An employer that, with the consent of the Company, adopts the Plan for the benefit of one or more of its Executives, in accordance with such terms and conditions as may be imposed by the Company.

(e) Annual Bonus: The amount awarded an Executive under the Company's annual incentive bonus program, subject to the provisions and limitations contained in Section 1.1(n) of the Plan.

(f) Authorized Leave of Absence: Any absence authorized by the Company, provided that the Participant returns within the period specified in the Authorized Leave of Absence.

(g) Average Annual Compensation: The applicable annual amount shall be the average of the Participant's Compensation for the three highest calendar years during the ten calendar years immediately preceding the Participant's date of Retirement or death, or Termination Date.

(h) Beneficiary: The person or persons last designated in writing by the Participant on a form provided by the Administrator to receive benefits under Sections 3.8(a) or (b) of the Plan in the event of the Participant's death. If no designation of Beneficiary shall be in effect under Section 3.8(a) at the time of a Participant's death or if all designated Beneficiaries shall have predeceased the Participant, then the Beneficiary shall be the Participant's Eligible Spouse or if there is no such Eligible Spouse, the Participant's estate or legal representative.

(i) Board: The Board of Directors of Certegy Inc.

(j) Break in Service: A One Year Break in Service, as defined in the Certegy Pension Plan, which may result in a cancellation of the Participant's previous Years of Benefit Service as provided in Section 2.2.

(k) Certegy Pension Plan: The tax-qualified retirement plan known as the Certegy Inc. Pension Plan, as it may be amended from time to time.

(l) Certegy Special Supplemental Program: The Certegy Inc. Special Supplemental Executive Retirement Plan and any similar program designed to replace benefits a Participant was previously entitled to receive under an equity split-dollar life insurance program.

(m) Company: Company shall mean Certegy Inc. (or its successor or successors). Affiliated or related employers that are permitted to adopt the Plan with the consent of the Company shall be known as Adopting Employers. To the extent required by certain provisions (e.g., determining Average Annual Compensation and Years of Benefit Service), references to the Company shall include the Adopting Employer of the Participant.

(n) Compensation: Subject to adjustment as provided in the next sentence, "Compensation" shall be the Participant's salary and wages for each calendar year during which he is employed by the Company, and any Annual Bonus paid during such year. In either case, Compensation shall include any amounts of salary or Annual Bonus which shall be voluntarily deferred by the Participant under any salary or bonus deferral or reduction program (whether qualified or non-qualified) which may be instituted by the Company, but Compensation shall not include any earnings or Company match on these deferred amounts, or payments from such programs or payments from any similar salary deferral or bonus deferral programs, or any income from long-term cash incentive programs, stock options, restricted stock, restricted stock units or similar grants. A Participant's Compensation for calendar years prior to the Effective Date during which he was employed by the Company or a predecessor shall be credited under this Plan.

(o) Disability Retirement Date: The date of Retirement due to Disability as specified in Section 3.4.

(p) Early Retirement Date: The first day of the month coincident with or next following the Participant's (i) attainment of age 55 and completion of five (5) Years of Vesting Service, or (ii) attainment of at least age 50 where the sum of the Participant's age and Years of Benefit Service total at least 75.

(q) Effective Date: This Plan is effective November 5, 2003.

(r) Eligible Spouse: The individual to whom a Participant is legally married on the earlier of his date of benefit commencement or his date of death.

(s) Equifax: Equifax Inc., a Georgia corporation, and the corporation from which the Company was spun-off on July 3, 2001.

(t) ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time.

(u) Executive: Any person who, on or after the Effective Date, (i) is classified by the Company as an executive of the Company (or an Adopting Employer), (ii) is receiving remuneration for personal services rendered to the Company (or an Adopting Employer), and

(iii) is designated by the Board or Compensation Committee of the Board (as appropriate) as eligible to participate in the Plan and who is listed on an Appendix attached hereto.

(v) Late Retirement Date: The date of Retirement subsequent to a Participant's Normal Retirement Date as specified in Section 3.2.

(w) Normal Retirement Date: The first day of the month following the Participant's attainment of age 60.

(x) Participant: An Executive participating in the Plan in accordance with the provisions of Section 2.1.

(y) Plan Year: A twelve (12) month period beginning on January 1 and ending on December 31.

(z) Plan: The Certegy Inc. Supplemental Executive Retirement Plan, the Plan set forth herein, as it may be amended from time to time.

(aa) Retirement (Retire): Termination of employment for reason other than death after a Participant has fulfilled all requirements for Normal Retirement, Late Retirement, Early Retirement, or Disability Retirement. Retirement shall be considered as commencing on the day immediately following a Participant's last day of employment (or Authorized Leave of Absence, if later).

(bb) Severance Protection Agreement: The letter agreement entered into between the Company and the Participant which provides for the payment of compensation and benefits to the Participant in the event of the Participant's termination of employment under certain circumstances following a Change in Control of the Company (as defined in the Severance Protection Agreement).

(cc) Termination Date: The date of termination of an Executive's employment with the Company for reasons other than death or Retirement.

(dd) Total and Permanent Disability: The term Total and Permanent Disability shall have the same meaning as the term "Disabled" as defined in the Certegy Pension Plan. The determination of Total and Permanent Disability shall be made by the Administrator in its discretion based upon the information provided to it.

(ee) Vested Participant: A Participant whose Termination Date occurs after the completion of at least ten (10) Years of Vesting Service, but prior to achieving eligibility for Retirement.

(ff) Year of Benefit Service: A Participant shall be credited with one (1) Year of Benefit Service under the Plan (i) for each Year of Benefit Service with which the Participant is credited under the Certegy Pension Plan, (ii) if the Participant was employed by an employer acquired by Certegy or Equifax, for the Participant's years of service with such

employer prior to the date of such acquisition (which are not otherwise credited under the Certegy Pension Plan), determined in the same manner as a Year of Benefit Service under the Certegy Pension Plan, provided that that there shall be no duplication in crediting such years of service, and (iii) for any other years of service designated on an Appendix attached hereto.

(gg) Year of Vesting Service: A Participant shall be credited with one (1) year of Vesting Service under the Plan (i) for each Year of Vesting Service with which the Participant is credited under the Certegy Pension Plan, and (ii) for any other years of service designated on an Appendix attached hereto.

1.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, and the singular may include the plural, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE II

PARTICIPATION AND BREAK IN SERVICE

2.1 Eligibility for Participation:

(a) In General - An Executive designated on Appendix A attached hereto shall become a Participant in this Plan on the later of the Effective Date or the date designated in Appendix A, subject to the conditions and limitations provided for herein. A former Participant who is rehired may again become a Participant upon again being designated as eligible to participate in the Plan.

(b) Special Eligibility - The Board or the Compensation Committee of the Board may provide on an Appendix for special conditions or limitations with respect to the participation in the Plan by any Executive designated as eligible to participate in the Plan.

2.2 Break in Service: Upon Retirement, death or other termination of employment, a Participant's rights and benefits under the Plan shall be determined in accordance with his Years of Vesting Service, Years of Benefit Service, Average Annual Compensation, and other applicable Plan provisions at the time of termination of employment. If a Participant incurs a Break in Service and is later rehired by the Company and becomes eligible to participate in the Plan, his prior Years of Benefit Service shall only be counted for purposes of determining his Accrued Benefit subsequent to rehire, if (i) at the time of his Break in Service he had at least ten (10) Years of Vesting Service, qualified for Early Retirement, or was at least age 60, or (ii) the period of his Break in Service is less than his prior Years of Vesting Service. If the Participant received payments from the Plan during his Break in Service period, his Accrued Benefit shall be adjusted in the manner provided in Section 1.1(a).

2.3 Participants Bound: Each Executive becoming a Participant hereunder shall be conclusively presumed for all purposes to have consented to this Plan and any amendments, modifications or revisions hereto, and to all the terms and conditions thereof, and shall be bound thereby with the same force and effect as if he had entered into a contract to such effect and any amendments, modifications or revisions hereto.

2.4 Transfers: The following rules shall apply when an Executive transfers to or from eligibility for participation in the Plan while an employee of the Company:

(a) When Executive Becomes A Participant: An Executive of the Company who becomes a Participant under this Plan in accordance with Section 2.1, shall have his Compensation, Years of Benefit Service and Years of Vesting Service for periods prior to the date he becomes a Participant in the Plan count for purposes of this Plan, unless otherwise provided in an Appendix applicable to such Participant.

(b) Accrued Benefit Upon Transfer To A Non-Eligible Status: If a Participant becomes ineligible to participate but remains in employment with the Company, his Accrued

Benefit under this Plan will be determined as though his becoming ineligible to participate were a termination of employment, and his Termination Date will be deemed to be the date of his ineligibility. A Participant shall not be eligible to receive benefits from this Plan until the Participant terminates employment with the Company and all affiliated employers. A former Participant's Compensation and service after the date of transfer shall not be counted for any purposes under this Plan, unless otherwise provided in an Appendix applicable to such former Participant.

ARTICLE III

RETIREMENT AND TERMINATION DATES

3.1 Normal Retirement Benefit: A Participant may retire on his Normal Retirement Date, on which date he shall be fully vested, and his Accrued Benefit (subject to reduction as provided in Section 3.9) shall commence as of his Normal Retirement Date. The Participant's retirement benefit shall be his Accrued Benefit (subject to reduction as provided in Section 3.9) and shall be payable in the normal form described in Section 3.7, subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8.

3.2 Late Retirement Benefit: When permitted by Company policy, a Participant may continue his employment beyond his Normal Retirement Date and in such event his Accrued Benefit (subject to reduction as provided in Section 3.9) shall commence as of the first day of the calendar month coinciding with or next following the date of his actual Retirement, which shall be his Late Retirement Date. The Participant's Late Retirement Benefit shall be payable in the normal form described in Section 3.7, subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8.

3.3 Early Retirement Benefit: A Participant may retire on or after his Early Retirement Date and prior to his Normal Retirement Date and be entitled to an Early Retirement Benefit. If he retires early, the Participant's benefit shall be equal to his Accrued Benefit (subject to reduction as provided in Section 3.9), payable in the normal form described in Section 3.7 (subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8) and payment shall commence as of the first day of the calendar month coinciding with or next following the Participant's Normal Retirement Date. A Participant may elect to commence his Early Retirement Benefit as of the first day of the calendar month coinciding with or next following his Retirement, or as of the first day of any subsequent calendar month which precedes his Normal Retirement Date. In such event, the Participant's Accrued benefit (subject to reduction as provided in Section 3.9), payable in the normal form, shall be reduced five-twelfths of one percent (5/12ths of 1%) for each full month or portion thereof by which the commencement of the Early Retirement Benefit precedes the Participant's Normal Retirement Date.

3.4 Disability Retirement Benefit: A Participant who has completed at least five (5) Years of Vesting Service shall be eligible for a Disability Retirement Benefit if he retires by reason of Disability and his Disability Retirement Date shall be the day next following the day on which the Participant is deemed to have a Total and Permanent Disability as defined in Section 1.1(dd). The amount of the Participant's Disability Retirement Benefit shall be equal to his Accrued Benefit as of his Disability Retirement Date. A Disability Retirement Pension (subject to reduction as provided in Section 3.9) shall commence as of the first day of the calendar month coinciding with or next following the later of his attainment of age 55 or his Disability Retirement Date, without adjustment for commencement prior to his Normal Retirement Date and shall be payable in the normal form described in Section 3.7 (subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8).

3.5 Vested Participant Benefit: A Vested Participant as defined in Section 1.1(ee) shall be entitled to a benefit equal to his Accrued Benefit (subject to reduction as provided in Section 3.9), payable in the normal form described in Section 3.7. Payment of such benefit shall commence on the first day of the calendar month coinciding with or next following the Vested Participant's Normal Retirement Date, unless the Administrator in its sole discretion provides for an earlier payment date for any Vested Participant (or Participants), with an Actuarial Equivalent reduction in the Participant's benefit.

3.6 Termination Prior to Completion of Ten (10) Years of Vesting Service: Except in the event of a Participant's death, Total and Permanent Disability, qualifying for Early Retirement, or attainment of his Normal Retirement Date, a Participant whose Termination Date occurs prior to the completion of ten (10) Years of Vesting Service shall be entitled to no benefits under this Plan.

3.7 Normal Form of Payment of Accrued Benefit: The normal form of benefit payment shall be the Participant's Accrued Benefit (subject to reduction as provided in Section 3.9) divided by 12. Subject to Section 7.3, if the Participant is single at the date of benefit commencement, the benefit shall be payable monthly for the life of the Participant with no survivor benefits payable. Subject to Section 7.3, if the Participant has an Eligible Spouse at the date of benefit commencement, the normal form of payment shall be a joint and 50% survivor annuity which is the Actuarial Equivalent of the single life annuity, with the Eligible Spouse receiving after the Participant's death a benefit equal to 50% of the monthly benefit the Participant was receiving. A Participant may elect to receive his Accrued Benefit in one of the optional forms of payment provided in Section 3.8 below, provided that the Participant's Eligible Spouse must consent in writing to the election of an optional form of payment. Any such optional form of payment shall be the Actuarial Equivalent of the normal form of benefit payment provided for in this Section 3.7. The Committee may, in its discretion, in circumstances deemed appropriate by the Committee (including the Participant's financial hardship or a change in financial circumstances of the Participant), accelerate payments to a Participant on a basis comparable to the Actuarial Equivalent of the benefit otherwise payable to the Participant.

3.8 Optional Forms of Payment: In lieu of the normal form of payment of Accrued Benefit described in Section 3.7, a Participant eligible for a benefit under the Plan may elect, in accordance with such procedures (including Eligible Spouse consent) and advance election requirements as the Administrator may establish, to receive his Accrued Benefit (subject to reduction as provided in Section 3.9) in any of the optional forms listed below, which shall be the Actuarial Equivalent of the normal form in Section 3.7:

(a) Ten Years Certain and Life Annuity Option: A monthly income payable for the life of the Participant, except that payments are guaranteed for 120 months, regardless of whether the Participant survives such ten-year period. If the Participant dies before such 120 monthly payments have been made, the Participant's Beneficiary will receive any remaining guaranteed monthly payments under this option (a); however, if the Beneficiary of the guaranteed payments dies after said payments begin but before the 120 monthly guaranteed payments have been made, the remaining payments will be paid to the estate of such Beneficiary.

(b) Joint and Survivor Annuity Option: A monthly income payable for the life of the Participant with payments continuing after the Participant's death to the Participant's Beneficiary in an amount equal to 25%, 50%, 75% or 100 % (according to the election of the Participant) of the monthly income that was being paid to the Participant. The survivor portion of the benefit is payable to the Participant's Beneficiary beginning as of the first day of the month immediately following the Participant's date of death and ending on the last day of the month coincident with or immediately prior to the Beneficiary's date of death. If the designated Beneficiary dies before the Participant, no survivor benefits shall be payable.

(c) Lump Sum Option: The Participant will receive a single lump sum payment of his Accrued Benefit (subject to reduction as provided in Section 3.9) on the date elected by the Participant in accordance with procedures established by the Administrator in an amount equal to the Actuarial Equivalent (as defined in Section 1.1(c)(ii)) present value of the normal form of payment described in Section 3.7 above. The Administrator may impose such conditions on the election of a lump sum payment as it deems necessary or desirable.

3.9 Reduction For Certegy Special Supplemental Program: The annual benefit payable to the Participant under the Plan shall be reduced as hereinafter provided by the amount of the Participant's Participant Interest, if any, under the Certegy Special Supplemental Program. If the Participant terminates employment on or after the date he qualifies for Early Retirement or Normal Retirement, the reduction shall be an amount equal to the Participant's Participant Interest on the date he terminates employment converted into a single life annuity payable immediately in accordance with the actuarial factors set forth in Section 1.1(b)(i). If a Participant terminates employment prior to qualifying for Early Retirement and is entitled to a Vested Participant Benefit or a Disability Retirement Benefit, the reduction shall be an amount equal to the Participant's Participant Interest on the date he terminates employment projected forward at seven percent (7%) interest per annum to the date ("Payment Date") the Participant commences to receive payments under this Plan and converted into a single life annuity commencing immediately on the Payment Date in accordance with the actuarial factors set forth in Section 1.1(b)(i).

If the Participant's Accrued Benefit is payable as a lump sum, the lump sum amount of the Participant's Participant Interest shall be subtracted on the date of payment from the present value of the Accrued Benefit determined pursuant to Section 3.8(c). In the event of the death of a Participant while employed by the Company, the Participant will not receive any Participant Interest and any amounts payable pursuant to Article IV will not be subject to reduction under this Section 3.9.

ARTICLE IV

PRE-RETIREMENT DEATH BENEFITS

The pre-retirement death benefits payable following the death of a Participant shall only be payable to an Eligible Spouse and, except as provided below, shall only be payable with respect to an eligible Participant who is an employee at the time of his death. Except as otherwise provided herein, if an Executive (i) has no Eligible Spouse, (ii) has ceased to be an eligible Participant or (iii) has terminated employment prior to his death, no death benefit is payable pursuant to this Article IV. The Administrator, in its sole discretion, may provide for earlier payment or a different form of payment for any pre-retirement death benefits payable pursuant to this Article IV, provided that any such payment shall be in an amount comparable to the Actuarial Equivalent of the benefit otherwise payable to the Eligible Spouse.

(a) Death Prior to Eligibility for Retirement or a Vested Participant Benefit: No death benefit is provided under this Plan for Participants who die prior to completing the eligibility requirements for Retirement or a Vested Participant benefit.

(b) Death After Attaining Eligibility for Vested Participant Benefit: If an eligible Participant dies while employed by the Company after completing the requirements for a Vested Participant benefit, the Participant's Eligible Spouse shall be paid the amount which would have been payable to the Participant had the Participant terminated employment immediately prior to the date of his death and survived to his Normal Retirement Date, and had his Accrued Benefit been payable as a joint and 50% survivor annuity (with the Eligible Spouse as the designated survivor), with such survivor annuity payments commencing on the first day of the calendar month coinciding with or next following the date which would have been the deceased Participant's Normal Retirement Date. The Participant's Eligible Spouse shall receive the monthly 50% survivor annuity and the payments shall cease on the Eligible Spouse's death. If the Participant terminates employment after satisfying the requirements for a Vested Participant benefit but dies prior to the date his benefit commences, he shall be covered by the death benefit provisions of this subsection (b).

(c) Death After Attaining Eligibility for Early or Normal Retirement: If a Participant dies while employed by the Company after completing the eligibility requirements for Early Retirement or Normal Retirement, the Participant's Eligible Spouse shall be paid the amount (subject to the reduction for Early Retirement) which would have been payable to the Participant under this Plan had the Participant retired immediately prior to the date of his death, and had his Accrued Benefit payable as a joint and 50% survivor annuity (with the Eligible Spouse as the designated survivor), with such payments commencing on the first day of the month following the date of death of the Participant. The Participant's Eligible Spouse shall receive the monthly 50% survivor annuity payments and the payments shall cease on the Eligible Spouse's death. If the Participant terminates employment after satisfying the requirements for Early Retirement but delays commencement of his benefits, he shall be covered by the death benefit provisions of this subsection (c) until his benefit payments commence.

ARTICLE V

ADMINISTRATION

5.1 General Duties: The Administrator shall enforce and administer the Plan, and shall have all powers necessary to accomplish those purposes, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder and to notify the Participant and the Company, where appropriate;

(b) to adopt rules as it deems necessary, desirable or appropriate;

(c) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(d) to prepare and distribute, in such manner as the Administrator determines to be appropriate, information explaining the Plan;

(e) to receive from the Company and from Participants such information as shall be necessary for the Administrator to perform its duties hereunder;

(f) to furnish the Company, upon request, such annual reports as are reasonable and appropriate with respect to the Administrator's duties hereunder;

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the receipts and disbursements of the Plan;

(h) to appoint or employ individuals to assist in the administration of its duties under the Plan and any other agents as it deems advisable, including legal or actuarial counsel.

The Administrator shall have no power to add to, subtract from, or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for any benefits under the Plan. The Administrator shall have the exclusive discretionary authority to construe and to interpret the Plan, to decide all questions of eligibility for benefits and to determine the amount of such benefits, and its decisions on such matters are final and conclusive.

5.2 Application and Forms For Benefit: The Administrator may require a Participant to complete and file with the Administrator an application for benefits and all other forms approved by the Administrator, and to furnish all pertinent information requested by the Administrator. The Administrator may rely upon all such information so furnished it, including the Participant's current mailing address.

5.3 Facility of Payment: Whenever, in the Administrator's opinion, a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Administrator may direct the Company to make payments to such person or to his legal representative or to a relative or friend of such person for his benefit, or the Administrator may direct the Company to apply the payment for the benefit of such person in such manner as the Administrator considers advisable. Any payment of a benefit or installment thereof in accordance with the provisions of this Section shall be a complete discharge of the Administrator of any liability for the selection of such payee or the making of such payment under the provisions of the Plan.

5.4 Company to Furnish Information: To enable the Administrator to perform its functions, the Company shall supply full and timely information to the Administrator of all matters relating to the pay of all Participants, their Retirement, death or other cause for termination of employment, and such other pertinent facts as the Administrator may require. When making any determination, the Administrator shall be entitled to rely upon information furnished by the Company, legal counsel for the Company, or the actuary.

5.5 Administrator to Furnish Other Information: To the extent not otherwise provided in the Plan, the Administrator shall be responsible for providing all notices and information required under ERISA to all Participants.

5.6 Claims Procedure: A Participant who believes that he is entitled to benefits under the Plan which have not been paid must file a written claim for such benefits. All claims for benefits shall be in writing and shall be filed with the Administrator. If the Administrator wholly or partially denies a Participant's claim for benefits, the Administrator shall give the claimant written notice within sixty (60) days after the Plan's receipt of the claim setting forth:

(a) the specific reason(s) for the denial;

(b) specific reference to pertinent Plan provisions on which the denial is based;

(c) a description of any additional material or information which must be submitted to perfect the claim, and an explanation of why such material or information is necessary; and

(d) an explanation of the Plan's claim review procedure.

Each Participant whose claim for benefits has been denied may file a written request for a review of his claim by the Administrator. The request for review must be filed by the Participant within 60 days after he received the written notice denying his claim. The decision of the Administrator will be made within 60 days after receipt of a request for review and shall be communicated in writing to the Participant. Such written notice shall set forth the basis for the Administrator's decision. If there are special circumstances which require an extension of time for completing the review, the Administrator's decision shall be rendered not later than 120 days after receipt of a request for review.

ARTICLE VI

PLAN FINANCING

The benefits provided by this Plan shall be unfunded. All amounts payable under this Plan to a Participant shall be paid from the general assets of the Company, and nothing contained in this Plan shall require the Company to set aside or hold in trust any amounts or assets for the purpose of paying benefits to Participants. This Plan shall create only a contractual obligation on the part of the Company and Participants shall have the status of general unsecured creditors of the Company under the Plan with respect to any obligation of the Company to pay benefits pursuant hereto. Any funds of the Company available to pay benefits pursuant to the Plan shall be subject to the claims of general creditors of the Company, and may be used for any purpose by the Company.

Notwithstanding the preceding paragraph, the Company may at any time transfer assets to a trust, or purchase insurance or annuity contracts, for purposes of paying all or any part of its obligations under this Plan (including, any benefits becoming payable upon a Change in Control of the Company, as defined in the Severance Protection Agreement). However, to the extent provided in the trust only, such transferred amounts shall remain subject to the claims of general creditors of the Company. To the extent that assets are held in a trust when a Participant's benefits under the Plan become payable, the Administrator shall direct the trustee to pay such benefits to the Participant from the assets of the trust.

ARTICLE VII

AMENDMENT; TERMINATION; CHANGE IN CONTROL

7.1 Amendment: The Company reserves the right to make from time to time any amendment or amendments to this Plan, provided, however, that no such amendment shall have the effect of reducing the Accrued Benefit of any Participant as of the date of such amendment, or eliminate or adversely affect the rights as of the date of such amendment of any Participants including, without limitation, the right to earn a vested benefit or the timing or form of payment of benefits under Article III.

7.2 Right to Terminate: The Company may terminate the Plan at any time by resolution of the Board. In the event of the termination of the Plan, the rights of all affected Participants to their Accrued Benefits as of the date of such termination shall be fully vested and nonforfeitable. No such termination of the Plan shall have the effect of reducing the Accrued Benefit of any Participant as of the date of such termination, or eliminating or adversely affecting the rights of Participants including, without limitation, the timing or form of benefit payments under Article III.

7.3 Change in Control: In the event of a termination of employment of a Participant following a Change in Control of the Company (as defined in the Severance Protection Agreement) in circumstances that would entitle the Participant to receive compensation and benefits under the Severance Protection Agreement, the Participant's Accrued Benefit shall immediately become fully vested and nonforfeitable. The Actuarial Equivalent (determined pursuant to Section 3.8(c)) of the Participant's Accrued Benefit (subject to reduction as provided in Section 3.9) shall automatically be payable to the Participant in a lump sum on the fifth (5th) business day following the Participant's Termination Date. With respect to any Participant who has Retired or terminated employment prior to the date of the Change in Control of the Company who is receiving benefit payments under the Plan, or who is entitled to commence receiving such benefit payments in the future, the Actuarial Equivalent (determined pursuant to Section 3.8(c)) of such Participant's Accrued Benefit, subject to reduction as provided in Section 3.9 (or the remaining unpaid benefits), shall be paid to such Participant in a lump sum on the thirtieth (30th) day after the date of the Change in Control of the Company, unless the Participant irrevocably elects prior to such date (in a manner provided by the Administrator) to continue receiving his payments in the manner then being paid or to receive his benefits in the future in the normal form under Section 3.7.

ARTICLE VIII

MISCELLANEOUS

8.1 Nonguarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Company and any Participant, or as a right of any Participant to be continued in the employment of the Company, or as a limitation of the right of the Company or an Adopting Employer to discharge any Participant or Executive, with or without cause.

8.2 Rights Under Plan: No Participant shall have any right to or interest in, the Plan upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Participant.

8.3 Nonalienation of Benefits: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Participant, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

8.4 Headings for Convenience Only: The headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

8.5 Multiple Copies: This Plan may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same with respect to a matter under the Plan, which shall be sufficiently evidenced by any one thereof.

8.6 Governing Law: This Plan shall be construed and enforced in accordance with the provisions of ERISA. In the event ERISA is not applicable or does not preempt state law, the laws of the State of Georgia shall govern.

8.7 Taxes: If the whole or any part of any Participant's Accrued Benefit shall become liable for the payment of any estate, inheritance, income, or other tax which the Company shall be required to pay or withhold, the Company shall have the full power and authority to withhold and pay such tax out of any moneys it owes to the Participant. The Company shall provide notice to the Participant of any such withholding. Prior to making any payment, the Company may require such releases or other documents from any lawful taxing authority as it shall deem necessary.

8.8 Successor Company: In the event of the merger, consolidation or reorganization of the Company, provision may be made by which the Plan will be continued by the successor; and, in that event, such successor shall be substituted for the Company under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor and the successor shall have all of the powers, duties and responsibilities of the Company under the Plan.

IN WITNESS WHEREOF, the Plan has been executed by the Company to be effective on the Effective Date.

CERTEGY INC.

By: /s/ Richard D. Gopen

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ANNEX A  
TO THE CERTEGY INC. SPECIAL SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ELIGIBLE PARTICIPANTS

Lee Kennedy  
Larry Towe  
Michael Vollkommer

CERTEGY/IBM CONFIDENTIAL

CONFIDENTIAL TREATMENT REQUESTED.

CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT PREVIOUSLY GRANTED BY THE COMMISSION UNDER OF THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED, AND THE SPECIFIC PORTIONS THAT THE REGISTRANT DESIRES TO BE KEPT CONFIDENTIAL ARE MARKED WITH \*\*\* AT THE REDACTED PORTION AND FOOTNOTED "CONFIDENTIAL MATERIAL REDACTED AND FILED SEPARATELY WITH THE COMMISSION"

MASTER AGREEMENT FOR OPERATIONS SUPPORT SERVICES

This Master Agreement is entered into as of June 29, 2001 (the "Effective Date") between

1. International Business Machines Corporation, a New York corporation ("IBM").

AND

2. Certegy Inc., a Georgia corporation ("Certegy").

The Parties agree to the terms and conditions set forth in this Master Agreement (including the forms of Exhibits and Schedules referenced in this Master Agreement), and in each Transaction Document (including the Supplement and Schedules referenced in each Transaction Document) executed by the Parties referencing this Master Agreement. Each Transaction Document is incorporated into this Master Agreement, and the several Transaction Documents and this Master Agreement are herein collectively referred to as the "Agreement".

Signed for and on behalf of IBM:

INTERNATIONAL BUSINESS MACHINES CORPORATION

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

Title: \_\_\_\_\_

Signed for and on behalf of Certegy:

CERTEGY INC.

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

Title: \_\_\_\_\_

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EXHIBITS

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2. Transaction Document Structure Diagram
3. Form of Transaction Document
4. Form of Supplement
5. Form of Schedules
6. Integrated Planning Team Charter and Operating Procedures

ATTACHMENTS

FORM OF TRANSACTION DOCUMENT

FORM OF SUPPLEMENT

SCHEDULE	TITLE
A (Configured for each Tower and TD)	"Applications Software" - "Applications Software Certegy" - "Applications Software IBM"
B (Configured for each Tower and TD)	"Systems Software" - "Systems Software Certegy" - "Systems Software IBM"
C (Configured for each Tower and TD)	"Certegy Provided Hardware"
D (Configured for each Tower and TD)	"IBM Machines"
E (Configured for each Tower and TD)	The "Services, Measures of Utilization, and Operational and Financial Responsibilities"
F (Configured for each Tower and TD)	Leases, Licenses and Other Contracts
G (Configured for each Tower and TD)	"Disaster Recovery Services"
H (Configured for each Tower and TD)	"Transition Plan"
I (Network Tower Only)	"Network Locations"
J (Standard Form for All Towers)	"Charging Methodologies"
K (Configured for each Tower and TD)	"Applications Installation Standards" (Operating Environment IT Standards)
L (Configured for each Tower and TD)	"Security Procedures and Responsibilities-Data and Physical"
M (Configured for each Tower and TD)	"Help Desk Services"
N (Configured for each Tower and TD)	"Projects"
O (Standard Form for All Towers)	"Affected Employees"

P (MicroLAN Tower Only)	Maintenance Terms
Q (Standard Form for All Towers)	Outstanding Employee Claims
R (Standard Form for All Towers)	"Services Transition Assistance"
S (Configured for each Tower and TD)	"Service Levels and Service Credits"
T Configured for each Tower and TD)	"Certegey Provided Office Furnishings"
U (Standard for all Towers)	"Bill of Sale"
V (Standard for all Towers)	"Key Employees"

1. PURPOSE/STRUCTURE/TERM OF AGREEMENT

1.1. PURPOSE OF AGREEMENT

- a) IBM is a provider of a broad range of operations support services for on-line information services companies including, without limitation, information technology, information management, communications and related services, and is experienced and skilled in the administration, management, provision and performance of such services and the business functions, responsibilities and tasks attendant with such services. IBM desires (i) to provide certain of these operations support services to the Certegy Group for the Certegy Business, and to perform and assume the functions, responsibilities and tasks attendant with such operations support services; and (ii) to provide additional quantities and elements of these and other operations support services to the Certegy Group for the Certegy Business and to perform and assume the functions, responsibilities and tasks attendant with such operations support services as envisioned to be required for the Certegy Business and the Certegy Group, all as specifically set forth in this Agreement. Certegy desires that such operations support services for the Certegy Business and the Certegy Group and the attendant functions, responsibilities and tasks, be performed and assumed by IBM. The Agreement documents the terms and conditions under which (i) the Certegy Group will obtain such operations support services from IBM and (ii) IBM will administer, manage, support, provide and perform such services and the functions, responsibilities and tasks attendant with such services, for the Certegy Group.
- b) The Parties have identified goals and objectives that they intend that IBM's performance pursuant to the Agreement will assist the Parties to achieve. These goals and objectives include the following: (i) engaging IBM (A) under a master agreement to provide, and/or cause to be provided through its Affiliates and/or other subcontractors, certain operations support services to Certegy and certain of its Affiliates on a worldwide basis as the Certegy Business evolves over the Term, (B) to efficiently and timely provide such operations support services to, and perform and assume the functions, responsibilities and tasks attendant with such support services for, the Certegy Business and the Certegy Group at levels appropriate to fulfill the requirements of the Certegy Business and the Certegy Group; and (C) to proactively define and propose cost effective solutions to improve the efficiency and functionality of the information management systems operations of the Certegy Group in support of the Certegy Business; (ii) securing favorable rates for current and additional resource consumption and for reductions in resource consumption and increasing flexibility regarding resources chargeable and available to the Certegy Group and committed by IBM to the Certegy Group; (iii) taking advantage of new and/or proven business processes and technologies to improve performance, efficiency and cost to performance ratios experienced by the Certegy Group and to enable the Certegy Group to respond to market requirements for the Certegy Business; (iv) enhancing the current functionality of the Certegy Group's processes, systems and service levels covered under this Agreement; (v) minimizing any potential operating and financial risks to the Certegy Group, (vi) ensuring the efficiency, stability and security of existing and future processes, systems and service levels, (vii) evolving the support services, processes, systems and service levels to meet the dynamic requirements of the Certegy Group and the Certegy Business; and (viii) providing an opportunity to transition the Services back to the Certegy Group or to another service provider from IBM with minimal disruption.
- c) IBM recognizes that the Certegy Group expects to be treated as a valued and commercially favored customer and agrees that the definition of customer satisfaction goes beyond IBM's performance against established service levels and requires that IBM exhibit a customer service attitude focused on assisting Certegy where commercially reasonable to attain the goals and objectives described in Section 1.1(b), including, without limitation, reducing the operations support costs of and improving service levels to the Certegy Group and the customers of the Certegy Group.
- d) The provisions of this Section 1.1 are intended to be a statement of the purpose of the Agreement and are not intended to alter the plain meaning of the terms and conditions of the Agreement or to require either Party to undertake performance obligations beyond those set forth in the Agreement. To the extent that the terms and conditions of the Agreement are unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the purposes set forth in this Section 1.1.

1.2. STRUCTURE OF AGREEMENT

- a) The Services will be grouped around the following technology platforms and clusters of services: Mainframe, Midrange, MicroLAN and Network. Each such technology platform/cluster of services is herein referred to generically as a "Tower".
- b) The Agreement is comprised of (i) the provisions set forth in this Master Agreement and the forms of the Exhibits and Schedules referenced herein as illustrated in Exhibit 1; and (ii) each Transaction Document including the Supplement and Schedules referenced in each Transaction Document and as illustrated in Exhibit 2.
- c) The Services under each Transaction Document may be defined on a Tower basis across sites and/or on a Tower basis and all Towers located at one (1) site, and/or on a Tower basis migrated to multiple sites or to one (1) site, will be the subject of a single Transaction Document. Each Transaction Document will be in the form of Exhibit 3 adjusted to comport with the applicable Services arrangement. Each Transaction Document will be comprised of a Supplement in the form of Exhibit 4 and Schedules in the form of Exhibit 5, all configured as described in Exhibit 2 and adjusted to comport with the applicable Services arrangement.
- d) Transaction Documents will be executed by the Parties. The terms of Transaction Documents will be governed by the terms of the Master Agreement unless the Parties specifically note the deviations from the terms of the Master Agreement for the purposes of such Transaction Document in the Section of the Transaction Document entitled "Deviations From Terms of Master Agreement".
- e) Each Transaction Document will be submitted to and approved by the Integrated Planning Team prior to execution by the Parties. The approval will be evidenced by a representative of each of the Parties who is also a member of the Integrated Planning Team, noting and attesting to the approval of the Integrated Planning Team on a cover sheet to such Transaction Document.
- f) IBM and Certegy will be the primary contracting parties under the Agreement and under each Transaction Document. Each of the Parties may assign a Transaction Document to one of its Affiliates for performance, but such assignment shall not relieve or release such Party from the full, timely and proper performance of its duties and obligations under such Transaction Document. Moreover, as a condition precedent to such assignment, the Affiliate shall accept such assignment and agree to assume the full, timely and proper performance of the duties and obligations of the Party assigning such Transaction Document to such Affiliate in a written document in form and content reasonably satisfactory to the other Party.

1.3. TERM OF AGREEMENT

The term of the Agreement will begin as of the Effective Date and will terminate upon the later to occur of (a) the expiration of the Transaction Document with the longest term extending past December 31, 2007, or (b) upon a termination date that is effective not sooner than six (6) months after December 31, 2007 set forth in a notice by either Party to the other Party (the "Term") unless earlier terminated in accordance with the provisions of the Agreement.

1.4. EXTENSION OF SERVICES

Certegy may request and IBM will once extend the provision of the Services pursuant to any Transaction Document or the Services Transfer Assistance pursuant to any Transaction Document for up to one (1) year ("Extension Period") upon not less than sixty (60) days prior written notice before the scheduled termination or expiration of the provision of such Services or Services Transfer Assistance, or if applicable, notice given within thirty (30) days after the effective date of a notice of termination for any reason by either Party, other than Termination for Convenience. However, in the event Certegy is in default with respect to the payment of any amounts under a Transaction Document at the start of the Extension Period, IBM will extend the provision of such Services or Services Transfer Assistance as described in this Section 1.4, only if Certegy cures such default and prepays three (3) months of the

Monthly Charges allocable to such Transaction Document during such Extension Period and a reasonable projection of other charges due under such Transaction Document for such three (3) calendar months period. Certegy will be credited any unused portions of such prepayment for the remaining part of such Extension Period covered by such unused portion of such prepayment.

## 2. DEFINITIONS

In the Agreement (including each Transaction Document and the Supplement and Schedules thereto), the following terms will have the following meanings:

Action	has the meaning given in Section 17.8.
AD/M	means both Applications Development and Applications Maintenance.
AD/M Projects	means the Applications Development and Applications Maintenance performed during the Term and the production cutover date for the corresponding scheduled Projects and/or each New Service added during the Term requiring the performance of Applications Development and Applications Maintenance by IBM.
Affected Employees	has the meaning given in Section 5.2.
Affiliates	means, with respect to a Party, any entity at any time Controlling, Controlled by or under common Control with such Party.
Agreement	means this Master Agreement for Operations Support Services Agreement and the forms of Exhibits and Schedules referenced herein and each Transaction Document referencing the Master Agreement for Operations Support Services and the Supplement and Schedules referenced therein.
Annual Service Charge or ASC	has the meaning given in the Supplement and Schedules to each Transaction Document for such Transaction Document.
Applications Development	means the programming of any new applications software, and changes or enhancements to existing Applications Software. Programming effort shall include the pre and post development analysis, planning, design, coding, testing, installation, provision of a single set of program and training documentation per Applications Software program and training necessary to complete the task.
Applications Development Methodology	means the pre and post development analysis, planning, design, coding, testing, installation, provision of a single set of program and training documentation per Applications Software program and training necessary to complete the task.
Applications Maintenance	means defect identification and provision of fixes, and installation of those fixes and updates for the Applications Software provided by the Applications Software vendors as part of normal maintenance service for the Applications Software for which there is no charge by such vendors in addition to periodic maintenance charges, if any, and defect identification, provision of fixes and installation of those fixes and updates for Applications Software for which there is no generally commercially available maintenance support.
Applications Software	means those programs and programming, including all supporting documentation and media, that perform specific user related data processing, data management and telecommunications tasks, including updates, enhancements, modifications, releases and Derivative Works thereof. Applications Software as of the

Commencement Date is listed in Schedule A to each Transaction Document for such Transaction Document, which Schedule shall be updated pursuant to Section 8.1 during the Term to reflect the then-current Applications Software.

Applications Software--Certegy	means the Applications Software listed on Schedule A to each Transaction Document for such Transaction Document under such heading, provided or to be provided by Certegy.
Applications Software--IBM	means the Applications Software listed on Schedule A to each Transaction Document for such Transaction Document under such heading, provided or to be provided by IBM.
Authorized User	means a person or entity authorized to use the Services, including without limitation the System, by Certegy.
Baseline(s)	has the meaning given in Schedule J to each Transaction Document for such Transaction Document.
Business and Operations Support Plan	has the meaning given in Section 6.2(b).
Cable or Cabling	means the wires or cables that interconnect Machines and/or connect a Machine to a facility connection.
Certegy Business	means the businesses engaged in by the Certegy Group.
Certegy Code	means Code Developed by IBM and/or its subcontractors independently or jointly with the Certegy Group and/or their contractors, as part of the Services. Certegy Code shall not include any IBM Derivative Code.
Certegy Direct Damages Cap	has the meaning given in Section 13.1(b).
Certegy Derivative Code	means Developed Code, which constitutes Derivative Work of software for which the copyright is owned by the Certegy Group and/or their contractors.
Certegy Group	means individually and collectively Certegy and its existing and future Affiliates that are using and/or receiving any portion of the Services.
Certegy, IBM Integrated Planning Team	has the meaning given in Section 6.1.
Certegy In-Scope Operations	means all functions, responsibilities, tasks and activities that are described in the Agreement and each Transaction Document (including the Supplement and Schedules thereto) that are to be performed by IBM under the Agreement, including, without limitation, those performed for the Certegy Group by the Affected Employees that are directly related to information technology services under each Transaction Document before they entered the employ of IBM and/or its Affiliates and subcontractors and those performed by IBM and/or its Affiliates for Certegy and/or its Affiliates immediately prior to the Commencement Date under any Transaction Document or agreement with IBM comprised of or directly related to the information technology services under such Transaction Document and otherwise within the scope of the prior Transaction Document or agreement between Certegy and IBM pursuant to which such services were performed unless specifically deleted or otherwise described (versus not described) in the new

Transaction Document.

- Certegy LAN Software has the meaning given in Schedule A to each Transaction Document for such Transaction Document.
- Certegy Provided Hardware means the computer equipment peripheral devices, storage media, Cabling, connectors, the Data Network, the LAN, telephone equipment and other equipment (however described) provided from time to time by the Certegy Group for use by IBM to perform and deliver the Services and fulfill its obligations under the Agreement. The Certegy Provided Hardware as of the Commencement Date is listed on and/or referred to in Schedule C to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the Term to reflect the then-current Certegy Provided Hardware.
- Certegy Provided Office Furnishings means the desks, chairs, filing cabinets, office cube partitions and other office furniture (however described) provided from time to time by the Certegy Group for use by IBM to perform and deliver the Services and fulfill its obligations under the Agreement. The Certegy Provided Office Furnishings as of the Commencement Date are listed on and/or referred to in Schedule T to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the Term to reflect the then-current Certegy Provided Office Furnishings.
- Certegy Server Configurations shall have the meaning given in a Schedule to each Transaction Document for such Transaction Document.
- Certegy Software means Applications Software-Certegy, Systems Software-Certegy and Certegy LAN Software.
- Certegy Works means literary works of authorship (other than Code) Developed by IBM and/or its subcontractors independently or jointly with the Certegy Group and/or its contractors under the Agreement, specifically for the Certegy Group or the Certegy Business or specifically for the purpose of providing the Services, including without limitation user manuals, charts, graphs and other written documentation, and machine-readable text and files, but shall not include any Derivative Works of any works in which the copyright is owned by IBM, its Affiliates or subcontractors.
- Change Control Process has the meaning given in Section 6.3 of the Agreement.
- Change of Control means the transfer of the Control of a Party, or a sale of substantially all of the assets of a Party, from the persons or persons who hold such Control on the Effective Date to another person or persons, but shall not include a transfer of the Control of a Party to an Affiliate of such Party.
- Change Request has the meaning given in Section 6.3.
- Claim has the meaning given in Section 14.5(a).
- Code has the meaning given in Section 10.
- Commencement Date means the date set forth in each Transaction Document for the start of the Services covered by such Transaction Document.

Company Information	has the meaning given in Section 11.1.
Confidential Information	has the meaning given in Section 11.1.
Contract Year	means each twelve (12) calendar month period, or portion thereof, beginning January 1 of each calendar year during the Term.
Control, Controlling, or Controlled	means possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of an entity through ownership of greater than fifty (50%) percent of the voting securities of such entity.
Cost of Living Adjustment ("COLA")	has the meaning given in Schedule J to each Transaction Document for such Transaction Document.
CRF or Change Request Form	has the meaning given in Section 6.3.
Data Center	means the data centers from which the Services are provided located in the Facilities as set forth in each Transaction Document.
Data Network	means the communication facilities and components set forth in the Schedules to each Transaction Document that are used to transmit voice, image and data signals and which initially consist of the communications facilities and components used by the Certegy Group immediately prior to the Commencement Date to provide information communication services to the Certegy Group, including without limitation, all Machines, Software, communications lines. Cabling and Wiring used to connect and transmit information among the Facilities and the Network Locations, but does not include End User Machines.
Derivative Work	means a work based on one or more pre-existing works, including without limitation, a condensation, transformation, expansion or adaptation, which would constitute a copyright infringement if prepared without authorization of the owner of the copyright of such pre-existing work.
Develop	has the meaning given in Section 10.
Direct Damages	has the meaning given in Section 13.3.
Direct Damages Caps	has the meaning given in Section 13.1(b).
Disabling Code	means Code which is designed for the purpose and has the effect of disabling or otherwise shutting down for or more software programs or systems and/or hardware or hardware systems.
Disaster Recovery Center	means the location designated by such name or its equivalent in the Disaster Recovery plan referenced in Schedule G to each Transaction Document for such Transaction Document.
Disaster Recovery Services	means the Disaster Recovery services described in Schedule G to each Transaction Document for such Transaction Document.
Effective Date	means the date set forth on the initial page of the Master Agreement.
End User Machines	means all work stations, terminals, printers, fax machines, and associated peripheral equipment used by end users and described in a Schedule to each Transaction Document for such Transaction Document, whether stationary or

mobile equipment used by end users, but does not include the work stations being used by IBM personnel in connection with the scheduled Projects or the Certegy Provided Hardware located in the Data Center.

Elements of the Services	has the meaning given in Section 17.15.
Execution Date	has the meaning given in Section 8.3(c).
Extension Period	has the meaning given in Section 1.4.
Facilities	has the meaning given in a Schedule to each Transaction Document for such Transaction Document.
Force Majeure Event	has the meaning given in Section 17.3(a).
Help Desk	means the IBM help desk which is staffed by IBM to provide support to Certegy as described in Schedule M to each Transaction Document for such Transaction Document.
IBM Code	means Code Developed by IBM personnel at IBM's expense and not as part of the Services, but used to provide the Services, which code does not constitute a Derivative Work of any software owned by the Certegy Group, IBM, or their respective Affiliates or contractors or subcontractors. IBM Code shall not include any Certegy Derivative Code.
IBM Derivative Code	means Code Developed under the Agreement, which constitutes Derivative Works of software for which the copyright is owned by IBM, its Affiliates or its subcontractors.
IBM Direct Damages Cap	has the meaning given in Section 13.1(a) (i).
IBM Indemnitees	has the meaning given in Section 14.2.
IBM Interfaces	means Code and/or literary works of authorship created at IBM's expense, by IBM personnel and/or its contractors and not as part of the Services, but used to provide the Services, and interface or describe and instruct regarding the interface, between and among Applications Software and the Systems Software, which does not constitute a Derivative Work of any software or literary works of authorship owned by the Certegy Group, IBM, or their respective Affiliates or contractors, including without limitation, user manuals, charts, graphs and other written documentation, and machine-readable text and files.
IBM LAN Software	has the meaning given in Schedules A and B.
IBM Logo Products	has the meaning given in Section 4.7.
IBM Machines	means the computer equipment, peripheral devices, storage media, cabling, connectors, extenders and other equipment (however described) including without limitation, modems, routers and termination boxes for the Network located in the Facilities and other Certegy Group Sites, including without limitation Data Center and at the Network Locations, provided by or through and used from time to time by IBM to perform and deliver the Services and fulfill its obligations under the Agreement. The IBM Machines as of the Commencement Date are listed on Schedule D to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the Term to reflect the

then current IBM Machines.

IBM Software	means the Applications Software-IBM, Systems Software-IBM and IBM LAN Software.
IBM Year 2000 Compliance or Compliant	means that the product will, subject to the provisions of Section 4.5(b), when used in accordance with its associated documentation, (i) accurately process and handle date data (including but not limited to, calculating, comparing and sequencing, to the extent that the product's specifications provide for such processing or handling of date data) within, from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations, to the extent that all other products used in combination with such product properly exchange date data with it, and (ii) will properly exchange date data with other IBM Logo Products that are IBM Year 2000 Compliant, provided that such IBM Logo Products are specified by IBM to operate together as part of a system.
IBM Works	means literary works of authorship (other than Code) Developed at IBM's expense, by IBM personnel and/or its contractors and not specifically for the Certegy Group or the Certegy Business or not specifically for the purpose of providing the Services, but used to provide the Services, including without limitation user manuals, charts, graphs and other written documentation and machine-readable text and files, but shall not include any Derivative Works of any works in which the copyright is owned by Certegy or its Affiliates or subcontractors.
Indemnified Party	has the meaning given in Section 14.4.
Indemnifying Party	has the meaning given in Section 14.5(a).
Indemnitee	has the meaning given in Section 14.1.
Installations, Moves, Adds and Changes or (IMACS)	"Installation" means the installation of circuits, network hardware and software and network end-user equipment at any Authorized User location, including testing to ensure network connectivity and proper operation. "Move" means the physical disconnection of network equipment and services and, in some cases, the relocation to another site. In most cases, this activity is coordinated with outside vendors, such as telephone company representatives, to ensure that all necessary components of the network are properly moved, and if appropriate re-installed. Recording of assets by decal and serial number is critical to the integrity of the move. "Add" means the process of adding, expanding and possibly reconfiguring network systems. This may involve circuits, circuit speeds or network equipment. In some cases, network software would be affected. After the process is complete, testing occurs to ensure that the final system is fully operational. "Change" means the process of altering an existing network system or environment and could include network software upgrades and system or technology enhancements. The change could be implemented by IBM or a third-party vendor, with testing occurring after the change to ensure network and systems integrity.
Integrated Planning Team or "IPT"	means the team composed of the individuals specified in Section 6.
Key Employees	means those employees agreed by Certegy and IBM to be key employees pursuant to each Transaction Document and identified in Schedule V thereto.

Level One Support	has the meaning given in a Schedule to each Transaction Document for such Transaction Document.
Level Three Support	has the meaning given in a Schedule to each Transaction Document for such Transaction Document.
Level Two Support	has the meaning given in a Schedule to each Transaction Document for such Transaction Document.
Listed Subcontractors	has the meaning given in Section 8.6(a).
Local Area Network (LAN)	means all communications equipment and components that are used to transmit voice, image and data signals within a local area network and which initially consist of the communications facilities and components in use by Certegy immediately prior to the Commencement Date to provide local area network communications facilities to the Certegy Group as described in Schedule I to each Transaction Document for such Transaction Document, including without limitation the associated attachments, peripherals, features, software and accessories, communications lines and Cabling, including the wiring systems, at the locations specified in such Schedule.
Losses	means all losses, liabilities, damages, penalties and claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related costs, expenses and other charges (including all reasonable attorneys' fees and reasonable costs of investigation, litigation, settlement, judgment, interest and penalties).
Machines	means the IBM Machines and Certegy Provided Hardware.
Maintenance Release	means those Software fixes and updates provided by the Software vendors as part of normal maintenance service for the Software for which there is no charge by such vendors in addition to periodic maintenance charges, if any.
Materials	means the Certegy Code, the Certegy Derivative Code, the Certegy Works, the IBM Code, the IBM Derivative Code, the IBM Works and the IBM Interfaces.
Minimum Service Levels	has the meaning given in Schedule S to each Transaction Document for such Transaction Document.
Monthly Charge	has the meaning given in Schedule J to each Transaction Document for such Transaction Document.
Network	means the Data Network, Local Area Network and Voice Services.
Network Locations	has the meaning given in Schedule I to each Transaction Document for such Transaction Document.
Network Vendors	means any third parties providing information communication services to Certegy which are accessed or will be accessed through the Network.
New Services	has the meaning given in Section 3.12.
Notice	has the meaning given in Section 16.1(b)

Other Products	has the meaning given in Section 4.5(c).
Parties	means IBM and Certegy as detailed on the initial page of the Agreement.
Party	means IBM or Certegy as detailed on the initial page of the Agreement.
Performance Standards	means the service levels and performance responsibilities under which the Services will be provided. The Performance Standards are described in Schedule S to each Transaction Document for such Transaction Document.
Performance Value	has the meaning given in Section 9.8(d).
Poll	means to electronically connect the Facilities to the other Certegy Group sites to retrieve data, perform downloads/updates and/or execute remote diagnostics.
Project	means the portion of the Services described in Schedule N to each Transaction Document.
Project Executive	has the meaning given in Section 7.1.
Required Consents	means any consents or approvals required to be obtained (a) to allow IBM and its subcontractors to assume financial and/or support, operational, management and administrative responsibility for the Certegy Software, the Certegy Provided Hardware and the Certegy Provided Office Furnishings in connection with the Services; (b) for the licensing, transfer and/or grant of the right to the Certegy Group to use the IBM Software and IBM Machines as contemplated by the Agreement; and (c) for the Certegy Group and IBM and its subcontractors to have access to and use of the space, equipment, software and/or third party services provided under the Third Party Agreements in connection with the Services as contemplated by the Agreement.
Resource Unit ("RU")	has the meaning given in Schedule E to each Transaction Document for such Transaction Document.
Service Credits	has the meaning set forth in Section 9.9 and Schedule S to each Transaction Document.
Service Employees	has the meaning given in Section 12.6(g).
Services	means the Certegy In-Scope Operations, including, without limitation, any migration of the Certegy In-Scope Operations from the Certegy Group to IBM pursuant to a Transaction Document.
Services Transfer Assistance	has the meaning given in Section 12.5.
Similarly Situated Customers	means IBM customers with substantially the same mix and type of processing applications and systems resources utilization at similar or lesser volumes.
Software	means IBM Software and Certegy Software.
Supplement	means the Supplement to each Transaction Document containing the charges and certain other necessary information.
System	means the Machines, Software and Network covered under the Agreement and the

operating environment therefor.

- Systems Software means those programs and programming (including all supporting documentation and media) that perform tasks related to the functioning of the data processing, and telecommunication equipment which is used to operate the Applications Software or otherwise to support the provision of the Services by IBM under the Agreement, whether or not licensed to IBM. Systems Software may include but is not limited to, database creation and management software, application development tools, operating systems, software utilities, data security software, data network software, communications monitors and data base managers. Systems Software as of the Commencement Date is listed in Schedule B to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the Term to reflect the then current Systems Software.
- Systems Software--Certegy means the systems software and general purpose software such as the database creation and management software, utility software and applications development tools software listed in Schedule B to each Transaction Document for such Transaction Document under such heading provided or to be provided by Certegy.
- Systems Software-IBM means Systems Software listed in Schedule B to each Transaction Document for such Transaction Document under the heading "Systems Software-IBM", provided or to be provided by IBM.
- Systems Software Maintenance means defect identification and fixes, and installation of those fixes and updates provided by software vendors as part of normal maintenance service for Systems Software for which there is no charge by such vendor in addition to periodic maintenance charges, if any, and, subject to Section 3.9 defect identification, provision of fixes and installation of those fixes and updates for Systems Software used by IBM to provide the Services for which there is no generally commercially available maintenance and support.
- Term has the meaning given in Section 1.3 and any extension and renewal term described in the Agreement.
- Termination Charge means the amount set forth in a Supplement to a Transaction Document.
- Third Party Agreements means those contractual, leasing and licensing arrangements for which IBM has undertaken financial, management and/or administrative responsibility and pursuant to which a member of the Certegy Group receives any third party products, software and/or services in connection with the provision of the Services. Third Party Agreements to which one or more members of the Certegy Group is a party are listed on Schedule F to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the Term to reflect the then-current Third Party Agreements.
- Third Party Provider means a business or entity other than a member of the Certegy Group or IBM that provides products, software and/or services under a Third Party Agreement, in support of the provision of the Services by IBM.
- Tower has the meaning given in Section 1.2(a).
- Trade Secrets has the meaning given in Section 11.1

Transaction Document	means each document executed by IBM with Certegy pursuant to the Agreement, providing for the performance and delivery of a portion of the Services to a specific site or group of sites with respect to one or more of the Towers. Such document will be in the form of Exhibit 3 and structured as described in Exhibit 2.
Transition Cover Costs	has the meaning given in Section 13.3(b).
Transition Costs	means the costs incurred and profit charged by IBM on such costs to transition into a Transaction Document Services arrangement. Such costs do not include the costs of hardware or software to provide the on-going Services.
Transition Period	has the meaning given in Section 5.1(a).
Transition Personnel	has the meaning given in Section 5.1(b).
Transition Plan	has the meaning given in Section 5.1(a).
Unplanned Resource Unit	has the meaning given in Schedule J to each Transaction Document.
Version	means those Software updates that generally add function to the existing Software and may be provided by the Software vendors at a fee over and above the standard periodic software maintenance costs.
Virus or Viruses	means computer instructions that are intended, designed and have the effect of adversely affecting the specified operation, security or integrity of a computing, telecommunications or other digital operating or processing system or environment.
Voice Equipment	means PBXs and Key Systems (AT&T and non-AT&T), telephony switches, key systems, telephone sets, voice mail equipment, voice response units and associated software and equipment performing similar functions.
Voice Services	means all Voice Equipment and associated controllers, channel banks, carrier services (e.g., VNET), lines and Cabling, together with all software related thereto, used to transmit voice traffic within or outside of Certegy locations, but does not include the Data Network.
Wind-Down Expenses	means the net amount, after IBM takes commercially reasonable action to mitigate the adverse financial impact on IBM, that will reimburse IBM for the actual reasonable costs that IBM incurs in the disposition and/or reallocation of IBM Machines, IBM Software and the portion of the Data Center dedicated to the performance of the Services, the placement of IBM personnel allocated to the delivery of the Services, and the termination, if appropriate, of the Third Party Agreements, in the event of a termination occurring prior to the expiration of the Term or the term of any Transaction Document; provided, however, Certegy shall have the right to mitigate such costs by (a) hiring the IBM personnel primarily employed to provide the Services under the Agreement; (b) purchasing, or subject to the terms thereof, assuming the leases for, the IBM Machines primarily used to provide the Services under the Agreement; (c) assuming the licenses and maintenance agreements for the IBM Software primarily used to provide the Services under the Agreement; and/or (d) taking similar actions.
Wiring	means those cables or wires that are internal to the building structure and that interconnect machines within the same building or between buildings.

Year 2000 Compliance or Compliant means that the product will accurately process and handle date data (including but not limited to, calculating, comparing and sequencing) within, from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations, and to the extent such product must perform with other products as part of the System, they will properly exchange date data among themselves in accordance with the foregoing.

Year 2000 Services means assessment or testing services which have the principal objective of determining whether machines, software and/or other products are Year 2000 Compliant, as well as conversion or remediation services which have the principal objective of modifying and/or enhancing machines, software and/or other products so that they are Year 2000 Compliant.

### 3. THE SERVICES

#### 3.1. OBLIGATION TO PROVIDE SERVICES

- a) Starting on the Commencement Date of each Transaction Document and continuing during the term of each Transaction Document, IBM shall provide the Services to, and perform the Services for, the Certegy Group and the other Authorized Users.
- b) In performing and providing the Services, the relationship of IBM with the members of the Certegy Group will be as an independent contractor. However, as a result of its position in providing and performing the Services, the Parties acknowledge that certain employees of IBM and each of its Affiliates providing portions of the Services may have a unique knowledge of the information technology operations of the members of the Certegy Group that no employee of a member of the Certegy Group will have in full, and employees of IBM and each of its Affiliates providing portions of the Services will be interacting with the employees, executive management and accountants to the Certegy Group and the members thereof, and will be performing functions that would otherwise be performed by employees of the Certegy Group.
- c) There may be functions, responsibilities, activities and tasks not specifically described in the Agreement (including the Transaction Documents and the Supplements and Schedules thereto) which are required for the proper performance and provision of the Services and are an inherent part of, or a necessary subpart included within, the Services. If such functions, responsibilities, activities and tasks are determined to be required for the proper performance and provision of the Services or are an inherent part, or a necessary sub-part included within, the Services, such functions, responsibilities, activities and tasks shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in the Agreement (including the Transaction Documents and the Supplements and Schedules thereto). Each such determination shall be made by agreement of the Parties or resolved pursuant to the dispute resolution provisions of Section 16.

#### 3.2. PERFORMANCE

- a) IBM agrees that the performance of the Services covered by each Transaction Document will meet or exceed each of the applicable Performance Standards and Minimum Service Levels set forth in the Schedules to each such Transaction Document, subject to the limitations and in accordance with the provisions set forth in the Agreement.
- b) Concurrent with the semi-annual Business and Operations Support Plan review process described in Sections 6.1 and 6.2 and more often if requested by Certegy, Certegy and IBM will review and agree to commercially reasonable changes, modifications, deletions and replacements of and additions to the Performance Standards, the Minimum Service Levels and the Service Credits under each Transaction Document for the purposes of better and more timely reflecting, facilitating and supporting the continuing development, and evolving priorities of the Certegy Group and the Certegy Business. Any such changes will be implemented through the Change Control Process. The Performance Standards and the Minimum

Service Levels shall not be changed, modified or adjusted downward or upward without the prior written agreement of the Parties. The Parties intend that the Performance Standards and the Minimum Service Levels will be improved over time. The Parties agree to cooperate and deal with each other in good faith to promptly resolve on a reasonable basis in consonance with the purposes of the review process, any differences between the Parties regarding appropriate changes to, modifications of, additions to, deletions of and replacements of the Performance Standards, the Minimum Service Levels and the Service Credits.

- c) IBM will continue to use the existing measurement and monitoring tools and procedures to set Resource Unit Baseline measurements and to measure and report IBM's performance of the Services against the Performance Standards and Minimum Service Levels. Subject to Certegy's prior approval (which approval shall not be unreasonably withheld). IBM shall implement the necessary measurement and monitoring tools and procedures required to set Resource Unit Baseline measurements and to measure and report IBM's performance of the Services against the Performance Standards and Minimum Service Levels as such standards and levels may be developed, modified and changed during the term of each Transaction Document and as the Services may evolve and be supplemented and enhanced during the Term. Such measurement and monitoring shall permit reporting at a reasonable level of detail sufficient to verify compliance with the Performance Standards and Minimum Service Levels and application of any attendant Service Credits. IBM shall prepare and maintain detailed records regarding its compliance with the Performance Standards and Minimum Service Levels and the determination and application of attendant Service Credits. Upon request, IBM shall provide Certegy with information and reasonable access to such tools and procedures, and the records relating thereto, for purposes of verification of the reported performance levels.

### 3.3. DISASTER RECOVERY SERVICES

IBM will provide Disaster Recovery Services under each Transaction Document in accordance with Schedule G to each Transaction Document. If IBM fails to provide Disaster Recovery Services to the extent and in accordance with the time table set forth in such Schedule for a period as set forth in Schedule G to each Transaction Document. Certegy will be entitled, at its election, to terminate such Transaction Document pursuant to Section 12.1(a) (without giving the notices and observing the cure periods set forth in Section 12.1(a)) upon written notice to IBM. If Certegy elects to terminate such Transaction Document as described in this Section 3.3, Certegy shall give notice to IBM of such election within thirty (30) days after the occurrence of the event on which such termination is based. In the event of a termination of such Transaction Document is authorized under this Section 3.3, Certegy shall not be required to pay any Termination Charges or Wind-Down Expenses to IBM. Such termination shall not constitute the sole and exclusive remedy of Certegy for such failure of performance by IBM.

### 3.4. AUDITS

- a) IBM will assist the Certegy Group in meeting their respective audit and regulatory requirements, including providing access to the Facilities, the Data Center and IBM's books and records, to enable the Certegy Group and its auditors and examiners to conduct appropriate audits and examinations of the Certegy Group's operations and IBM's operations relating to the performance of the Services, and to verify the accuracy of IBM's charges and credits to Certegy and that the Services are being provided in accordance with the Agreement and the Performance Standards and Minimum Service Levels set forth in each Transaction Document; provided, however, that neither Certegy nor its auditors will be allowed access to other IBM or IBM Affiliates customers' records or IBM confidential and proprietary data, but provided further that nothing in the Agreement shall limit or restrict Certegy's or IBM's rights in discovery proceedings pursuant to any civil litigation. Such access will require forty-eight (48) hour written notice to IBM and will be provided at reasonable hours. If any audit or examination reveals that IBM's invoices for the audited period are not correct (other than amounts in dispute pursuant to Section 9.12). IBM shall promptly reimburse Certegy for the amount of any overcharges, or Certegy shall promptly pay IBM for the amount of any undercharges. If any such audit activities interfere with IBM's ability to perform the Services in accordance with the Performance Standards and Minimum Service Levels under any Transaction Document, IBM shall be relieved of such performance obligations under such Transaction Document to the extent caused by such audit activity. If the assistance required of IBM shall cause IBM to

expend resources and incur additional costs to provide such assistance that are not within the scope of the Services and Resource Unit Baselines, Certegy shall reimburse IBM for such costs.

- b) Subject to Section 4.6, IBM agrees to make any changes to the Services and take other actions which are necessary in order to maintain compliance with laws or regulations applicable to its performance and provision of the Services. Subject to Section 4.6, Certegy may submit to IBM findings and recommendations regarding changes to the Services necessary for the compliance by Certegy with applicable laws and regulations which IBM will analyze and consider in good faith. IBM shall promptly respond to Certegy regarding IBM's evaluation and activity plan for such findings and recommendations.

### 3.5. FACILITIES AND DATA CENTER

- a) IBM will not relocate the portion of the Services provided from the Facilities and the Data Center as set forth in each Transaction Document without the prior written consent of Certegy as described in Section 5.3(d).
- b) During the Term, IBM will provide the Certegy Group with access upon prior notice to the portion of the Facilities used by IBM to provide and perform the Services (including, without limitation, the Data Center) in order for Certegy to provide tours of such portions of the Facilities and such tours will be conducted in a manner reasonably calculated not to interfere with IBM's provision of Services.
- c) IBM will provide reasonable access to the portion of the Facilities used by IBM to provide and perform the Services as necessary or appropriate for the performance, delivery and use of the Services by the Certegy Group and for the operation, maintenance, upgrade, support and use of any other Certegy hardware, software and other resources located in the Facilities including the Data Center (i) to the Certegy Group's authorized employees, agents and representatives, and (ii) to Third Party Providers and third party vendors and suppliers of installation, maintenance, support and upgrade services, technology and hardware for the System and any other Certegy hardware, software and other resources located in the Facilities including the Data Center serviced thereby. To the extent practical in light of such installation, maintenance, support and upgrade requirements, Certegy will provide twenty-four (24) hours notice to IBM prior to any visits by such Third Party Providers and third party vendors and suppliers.
- d) All access to the portion of the Facilities under the control of IBM and used by IBM to provide and perform the Services (including, without limitation, the Data Center) shall be subject to (i) reasonable data and records protection and physical security measures (including Certegy physical security requirements) and (ii) such Certegy Group employees, agents and representatives and Third Party Providers and third party vendors and suppliers undertaking reasonable confidentiality requirements relating to such visits.

### 3.6. SECURITY

Certegy will authorize all access to all Software operated by, and Company Information and other records of the Certegy Group in the possession of IBM in support of the Services covered by each Transaction Document through the data and records security procedures as described in Schedule L to such Transaction Document. IBM shall notify Certegy of the identity of each of the entities and personnel working with IBM to provide and perform the Services covered by each Transaction Document that are to be authorized access to the Software utilized in support of the Services covered by such Transaction Document and the level of security access required by each. The Parties shall cooperate in administering security procedures regarding such access, in accordance with such Schedule. IBM will enable such access by persons as designated by Certegy and deny such access to all other persons, in accordance with such Schedule.

### 3.7. TECHNOLOGY REFRESH

IBM will refresh the information technologies components of the Services (including both hardware and software components) as specifically provided in the Agreement (including each Transaction Document). This Section 3.7

shall not affect or limit IBM's obligations or authority to perform the repair, maintenance and upgrade functions and services as set forth in the Agreement.

### 3.8. SOFTWARE LICENSES

- a) IBM will comply with all license obligations under all licenses and maintenance agreements for the Software, including without limitation, the obligations of nondisclosure and scope of use; provided, however, IBM will only be obligated under this Section 3.8(a) with regard to the licenses and maintenance agreements for Certegy Software to the extent the obligations thereunder are disclosed to and accepted by IBM. To the extent provided to IBM by Certegy prior to execution of each Transaction Document. IBM shall be deemed to have reviewed and accepted the obligations under the licenses and maintenance agreements for the Certegy Software listed on Schedules to such Transaction Document as of the Commencement Date under such Transaction Document, unless otherwise noted in such Transaction Document.
- b) All IBM Software provided by IBM in connection with the Services and any Certegy Software licensed under a Third Party Agreement shall be licensed (and the attendant maintenance arrangements contracted) in the name of the Certegy Group member designated by Certegy as the licensee with IBM having the right to access and use such Software in performing the Services, unless IBM can procure such Software (and/or attendant maintenance arrangement) on a more cost effective basis licensed in its own name.
- c) IBM shall use commercially reasonable efforts to obtain from the applicable Software vendors a right to assign or transfer, without any payment of any additional fee or charge by Certegy, any licenses (and attendant maintenance arrangements) for the Software licensed and contracted in IBM's name as licensee to Certegy upon termination or expiration of the Agreement and as applicable, each Transaction Document. If IBM is unable to obtain from the applicable Software vendor the rights described in the immediately preceding sentence, and, in any event, prior to (i) the addition to the IBM Software of any software which is not listed in Schedules to a Transaction Document for the Certegy operations covered by such Transaction Document, or (ii) any upgrade, enhancement or modification of any IBM Software listed in Schedules to a Transaction Document for the Certegy operations covered by such Transaction Document. IBM shall (A) obtain Certegy's prior written consent for any such actions, (B) provide Certegy with information regarding the amount of any fees and other reasonable requirements Certegy would be required to undertake in order to obtain a license to and maintenance for such IBM Software upon the expiration or termination of the Agreement and as applicable, each Transaction Document, and (C) use commercially reasonable efforts to obtain a firm commitment from the providers of such IBM Software to license and provide maintenance for the IBM Software to Certegy upon the expiration or termination of the Agreement upon the payment of such fees and satisfaction by Certegy of such requirements. If Certegy does not respond to a request for consent from IBM within twenty-one (21) business days of receipt of such request together with the information and confirmation of the actions required of IBM in this Section 3.8(c), Certegy shall be deemed to have granted its consent to the actions for which IBM requested consent. IBM shall consider and take into account in the negotiation of its licensing and maintenance arrangements with providers of the IBM Software, Certegy's reasonable concerns regarding the terms and conditions of such IBM Software licenses and maintenance agreements, and make such licenses, maintenance agreements and related documentation, exclusive of pricing information related to charges to IBM, available to Certegy upon request.
- d) IBM shall not direct the Certegy Group to terminate, extend, replace, amend or add licenses for the Software and/or the maintenance arrangements attendant therewith, contracted in the name of a member of the Certegy Group without notifying Certegy in writing of the proposed action by IBM and obtaining Certegy's prior written agreement; moreover, IBM shall provide to Certegy a written report of the reasons for, and the impact and ramifications on the Services of, such proposed action concurrently with such notification; IBM may terminate, replace, amend or add licensees for the IBM Software as it chooses so long as IBM continues to perform the Services in the manner required by the Agreement; provided, however, IBM agrees to provide twenty-one (21) business days written notification to Certegy prior to each such termination, replacement, amendment or addition and concurrently with such notification, deliver to Certegy a written report of the reasons for, and the impact and ramifications on the Services of, IBM's proposed action. In addition, if such action by IBM with respect to a license and/or maintenance

arrangement for the IBM Software will have an impact on the Services or the monitoring and/or evaluation of the Services in a manner that in turn will have a financial and/or operational impact on the Certegy Group or the ability of IBM or Certegy to monitor and/or evaluate the performance and delivery of the Services, and IBM is notified in writing by Certegy of its estimate of such financial and/or operational impact prior to IBM's implementation of such action and IBM elects to proceed, IBM will provide or cause to be provided the programs, services, rights and other benefits and resources that are the subject of such licenses and maintenance agreements to the Certegy Group on terms no less favorable than the terms of such license and maintenance agreements and ensure that there shall be no negative impact on the ability of IBM or Certegy to monitor and/or evaluate the performance and delivery of the Services. If Certegy in connection with or resulting from IBM's termination, replacement, amendment or addition of any license for IBM Software and/or maintenance arrangement incurs additional expenses, costs or Losses, including but not limited to personnel costs, and IBM has been notified in writing by Certegy of its estimate of such financial impact prior to IBM's implementation of such action and IBM elects to proceed, IBM shall promptly reimburse Certegy for such amounts actually incurred by Certegy; provided, however, that in each instance in this Section 3.8(d) that Certegy provides IBM an estimate of the financial impact of an action by IBM on Certegy, the amounts recoverable from IBM by Certegy in each such instance shall not exceed the amount of the written estimate provided to IBM for each such instance.

- e) IBM will update and maintain as changes occur, a listing of all Software by name, Maintenance Release and Version promoted into production on each Machine at each location of the Machines and will provide to Certegy upon request from time to time a copy of such updated list.

### 3.9. SOFTWARE CURRENCY

The Parties agree to maintain reasonable currency for Maintenance Releases and Versions of Software, unless Certegy requests otherwise. For purposes of this Section, "reasonable currency" shall mean that the next Maintenance Release or Version is installed not later than the longer of (i) twelve (12) months after the date the licensor makes such Maintenance Release or Version commercially available, or (ii) within one (1) month after the date the licensor makes a subsequent Maintenance Release or Version commercially available which causes Certegy to be more than one Maintenance Release or Version behind, unless such Maintenance Release or Version contains defects, Viruses Disabling Code or similar infirmities identified by the Parties, or either of them, that will adversely affect Certegy's operations, in which case, the previous Maintenance Release or Version will be deemed "reasonably current".

In the event Certegy requests IBM to expedite installation of a Maintenance Release or Version or to delay the installation of a Maintenance Release or Version of specific Software beyond such period or requires operation and maintenance of multiple Versions of Software, IBM shall do so, provided, that if IBM reasonably determines that it will incur any additional costs as a result of such requests (e.g., Software support costs due to withdrawal of maintenance by the licensor, multiple version charges, etc.) for resources not otherwise required to provide the Services under the applicable Transaction Document or covered under a current Resource Unit Baseline for such Transaction Document, then IBM will notify Certegy of the amount of such costs in writing and Certegy, at its option, will either delay installation of such Maintenance Release or Version or update the Software to the current level (as applicable) or reimburse IBM for any demonstrable costs. The installation and promotion into production of each Maintenance Release and Version shall be performed in accordance with the Change Control Process.

In addition, Certegy shall relieve IBM from any failure to meet a Performance Standard or Minimum Service Level to the extent directly impacted by the delay or acceleration of the next Maintenance Release or Version until such time as the affected Software is brought to "reasonable currency" as defined in this Section 3.9.

### 3.10. VIRUSES

IBM will take commercially reasonable measures to ensure that no Viruses or similar items are coded or introduced into the System and the operating environments used to provide the Services. IBM will continue to perform the Virus protection and correction procedures and processes in place at the Certegy

Group prior to the Commencement Date of each Transaction Document, and will continue to review, analyze and implement improvements to and upgrades of such virus prevention and correction programs and processes that are commercially reasonable and consistent with industry standards. If a Virus is found to have been introduced into the System and the operating environments used to provide the Services, IBM shall use commercially reasonable efforts and diligently work to eliminate the effects of the Virus; provided, however, IBM shall take immediate action if required due to the nature or severity of the Virus' proliferation. The Party causing or permitting a Virus to be introduced into the System shall bear the costs associated with such efforts. Notwithstanding any other term of this Section 3.10, neither Party shall be liable to the other Party or any of its Affiliates for any such costs incurred by any of them with respect to items and areas outside of the System. If the Certegy Group introduces or permits the introduction of a Virus, IBM shall be relieved of the Performance Standards and Minimum Service Levels to the extent such Virus impacts IBM's ability to satisfy such Performance Standards and Minimum Service Levels.

### 3.11. SOFTWARE--SUBSTITUTIONS AND ADDITIONS

- a) If Certegy requests a substitution of any Software under any Transaction Document for which IBM has financial responsibility, Certegy shall pay or receive a credit in the amount by which the periodic license or maintenance fees attributable to the substituted Software exceeds or is less than the then-current periodic license or maintenance fees being paid by IBM attributable to the Software being replaced. If Certegy requests deletion of any Software for which IBM has financial responsibility from the Schedules to a Transaction Document and does not immediately substitute any other new Software therefor, Certegy may utilize an amount equal to the then-current applicable periodic license and/or maintenance fees attributable to such deleted Software to offset the fees attributable to any new Software or receive a credit in such amount. IBM will provide Certegy with the requisite license and/or maintenance fees support documentation to assist Certegy in evaluating the decision to replace such Software. Certegy will be responsible for any other fees payable to the Software vendor associated with such substitutions or additions.
- b) Certegy may add Software to, or delete Software from, the Schedules to any Transaction Document. IBM agrees to promote into or remove from production, use and operate any Software selected by Certegy; provided, however, that any resources (software, hardware, personnel, etc.) required to install, delete and/or operate such added Software that is not otherwise required to provide the Services under such Transaction Document, or covered under a current Resource Unit Baseline for such Transaction Document, will be provided as New Services pursuant to Sections 3.12. Certegy shall be permitted by IBM to audit, control and approve all new Software prior to its promotion into production, and IBM shall provide the cooperation, information and access necessary or appropriate to permit Certegy to perform such functions.
- c) If IBM timely notifies Certegy that any software requested by Certegy be substituted for, deleted from, or added to, the Software will have an adverse impact on the operation of the System before such action is effected and Certegy directs IBM to effect such action even in view of such notice, IBM shall be relieved of any failure to satisfy the Performance Standards and Minimum Service Levels to the extent, and only to the extent, such action affects IBM's ability to satisfy such Performance Standards and Minimum Services Levels.

### 3.12. NEW SERVICES

- a) During the Term, Certegy may request IBM to perform a "New Services" (defined as an additional function, responsibility or task under any Transaction Document that requires resources for which there is no current Resource Unit Baseline or charging methodology under such Transaction Document, that is, such function, responsibility or task is not included in the Monthly Charge and is not charged separately under another methodology other than this New Services provision). Further, Certegy's request for a New Service may include a request for IBM to correspondingly reduce or eliminate one or more existing elements of the Services then being provided under the applicable Transaction Document that are being replaced by the New Services. In such event, IBM shall determine the resources and expenses related to the element or elements of the Services being reduced or eliminated and those required for the New Services being added.

Promptly after receiving each request for New Services from Certegy, IBM will provide a written quote for such New Services to Certegy setting forth the net increase or decrease allocable to the resources and expenses eliminated and/or added in the Monthly Charge and/or other charging methodologies under the applicable Transaction Document, and as applicable, increases and decreases in existing Resource Unit Baselines and additional Resource Unit Baselines, if any, that will be attributable to such New Services, and will concurrently deliver to Certegy as a part of such quote a detailed description of and proposal for the New Services together with a report regarding the ramifications and impacts of such New Services on the Services under such Transaction Document. All changes in the Monthly Charge and other charging methodologies will be based upon the required proportional increase in personnel, System and other resources applicable to the New Services relative to the Monthly Charge and existing other charging methodologies. Upon receipt of such quote and other documentation, Certegy may then elect to have IBM perform the New Services, and the Monthly Charge and, if applicable, other charging methodologies and Resource Unit Baselines under such Transaction Document will be established and/or adjusted to reflect such New Services in a written amendment to the Agreement in accordance with Section 17.2. Notwithstanding the foregoing, nothing herein shall be deemed to obligate Certegy to obtain New Services from IBM.

- b) The Parties agree that changes during the Term in functions, responsibilities and tasks that are within the scope of the Services will not be deemed to be New Services, if such functions, responsibilities and tasks evolved or were supplemented and enhanced during the Term by IBM in its sole discretion or pursuant to the provisions of the Agreement.

### 3.13. AFFILIATES

If the Certegy Group acquires any additional Affiliates or other operations or assets during the Term and desires that IBM provide the Services for such Affiliates or other operations or assets, IBM will provide such Affiliates or other operations or assets with Services in accordance with the Agreement, subject to additional charges if acceptance of such responsibilities by IBM would require usage of Baseline Resources in excess of the Baseline Resources set forth in the Agreement or additional charges if acceptance of such responsibilities by IBM would require the performance of New Services as described in Section 3.12.

## 4. WARRANTIES/REPRESENTATIONS/COVENANTS

### 4.1. WORK STANDARDS

IBM warrants, represents and covenants that (a) it has, and during the Term will have, and each of the IBM employees and subcontractors that it will use to provide and perform the Services has and during the Term will have, the necessary knowledge, skills, experience, qualifications and resources to provide and perform the Services in accordance with the Agreement; (b) it has successfully provided and performed the Services or services that are substantially similar to the Services for other customers of IBM; and (c) the Services will be performed for the Certegy Group in a diligent, workmanlike manner in accordance with industry standards applicable to the performance of such services.

### 4.2. NONINFRINGEMENT

Each of the Parties covenants that it will perform its responsibilities under the Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any third party. Notwithstanding this provision or any other provision in the Agreement, Certegy makes no warranty or representation with respect to any claims for such infringement or misappropriation by virtue of its compliance with obligations herein to provide IBM access to, use of or benefits of any Third Party Agreements prior to receiving the necessary Required Consents; provided, however, that this Section 4.2 shall not relieve Certegy from any liability or obligation under Sections 8.2 and 14.2.

4.3. DISABLING CODE

IBM covenants that IBM will take commercially reasonable steps to ensure that no Disabling Code in the Systems Software will be permitted to be invoked without the prior written consent of Certegy. IBM further covenants that with respect to any Disabling Code that may be part of the Systems Software, IBM will not knowingly invoke Disabling Code at any time, including upon expiration or termination of the Agreement or any Transaction Document for any reason, without Certegy's prior written consent.

4.4. AUTHORIZATION AND ENFORCEABILITY

Each Party hereby represents and warrants that:

- a) it has all requisite corporate power and authority to enter, and fully perform pursuant to, into the Agreement;
- b) the execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and
- c) the Agreement has been duly executed and delivered by such Party.

4.5. DISCLAIMER

- a) IBM does not warrant the accuracy of any advice, report, data or other product delivered to Certegy to the extent any inaccuracies are caused by data and/or software provided by Certegy. Such products are delivered AS IS, and IBM shall not be liable for any inaccuracy therein. IBM will promptly notify Certegy of any such inaccuracies of which IBM becomes aware and the cause therefore if known by IBM. IBM will provide commercially reasonable assistance to Certegy to remedy such problems.
- b) Subject to the obligations of IBM to satisfy the Performance Standards and Minimum Service Levels and provide the Services as set forth in the Agreement without material denigration or interruption, IBM does not assure uninterrupted or error-free operations of the Software and Machines.
- c) Except as set forth in a Transaction Document, IBM is not providing any Year 2000 Services under the Agreement. IBM shall not be responsible for its failure to perform any of its obligations (including, for example, failure to meet Performance Standards or Minimum Service Levels) under the Agreement, if such failure is the result of the inability of
  - 1) Certegy's,
  - 2) a third party's or
  - 3) IBM's products installed prior to the Execution Date of a Transaction Document(for example, software, hardware or firmware) ("Other Products") to correctly exchange, process and handle date data (including, but not limited to, calculating, comparing and sequencing) within, from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations.
- d) IBM assumes no responsibilities or obligations to cause products or deliverables provided by IBM to accurately exchange date data with Other Products or to cause Other Products to accurately exchange date data with products or deliverables provided by IBM.
- e) EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER EXPRESS WARRANTIES OR COVENANTS, AND THERE ARE NO IMPLIED WARRANTIES OR COVENANTS, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR COVENANTS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 4.6. REGULATORY PROCEEDINGS AND COMPLIANCE WITH LAWS

Each Party agrees at its cost and expense to obtain all necessary regulatory approvals applicable to its business, to obtain any necessary permits for its business, and to comply with all laws and regulatory requirements applicable to the performance of its obligations under the Agreement.

#### 4.7. YEAR 2000 WARRANTY

IBM warrants that products manufactured or distributed by IBM and bearing a logo of IBM and/or an IBM Affiliate ("IBM Logo Products") that are provided under the Agreement and installed after the Execution Date of a Transaction Document and used to provide Services under the Agreement will be IBM Year 2000 Compliant, unless IBM notifies Certegy of its intention to install a non-IBM Year 2000 Compliant IBM Logo Product and Certegy agrees in writing to such installation.

#### 4.8. COVENANT OF COOPERATION AND GOOD FAITH

The Parties covenant to timely and diligently cooperate, with due consideration of the goals, objectives and purposes of the Agreement, to facilitate the performance of their respective duties and obligations under the Agreement in a commercially reasonable manner. Further, the Parties agree to deal and negotiate with each other and their respective Affiliates in good faith in the execution and implementation of their duties and obligations under the Agreement.

### 5. TRANSITION

#### 5.1. TRANSITION PLAN

- a) Prior to the Commencement Date for each Transaction Document or such other date as the Parties may agree, IBM and Certegy through the Certegy/IBM Integrated Planning Team will have developed and agreed upon the "Transition Plan" set forth in Schedule H to such Transaction Document, describing (i) the transition from the Certegy Group to IBM or its Affiliate of the Affected Employees, if any; (ii) the transition of the administration, management, operation under and financial responsibility for the Third Party Agreements from the Certegy Group to IBM or its Affiliate; and (iii) the transition of the performance of and responsibility for the other functions, responsibilities and tasks currently performed by the Certegy Group to IBM or its Affiliate which comprise the Services covered by such Transaction Document. The Transition Plan shall be implemented and completed over a mutually agreed period as set forth in the Transition Plan starting on the Commencement Date, which period shall not extend beyond a date certain set forth in such Transaction Document, without the prior written agreement of the Parties (the "Transition Period"). Notwithstanding the foregoing in this Section 5.1(a), IBM's and Certegy's responsibilities and obligations with respect to the Affected Employees, the Third Party Agreements and the other elements of the Services as set forth in the Agreement shall commence on the dates set forth in such Transaction Document, or if no date is set forth in such Transaction Document, the Commencement Date under such Transaction Document.
- b) During the Transition Period, Certegy will cooperate with IBM in implementing the Transition Plan by providing the personnel (or portions of the time of the personnel) set forth in the Transition Plan ("Transition Personnel") and performing the tasks described for Certegy in the Transition Plan. During the Transition Period, IBM will be responsible for the provision of the Services set forth in each Transaction Document (including within those Services the implementation of the Transition Plan).

5.2. AFFECTED EMPLOYEES

The Certegy Group may eliminate certain of the positions within the Certegy Group associated with the Certegy In-Scope Operations commencing on the Commencement Date under any Transaction Document and through the end of the Transition Period under such Transaction Document. IBM will, with Certegy's consent, offer employment to each of the individuals listed on Schedule O to such Transaction Document, in accordance with the employment guidelines set forth on such Schedule O (the "Affected Employees"). All costs and expenses incurred by IBM in connection with the offer to employ and the employment of the Affected Employees shall be the responsibility of IBM. IBM will promptly reimburse Certegy for the amount of salary and benefit costs incurred by Certegy, if any, with respect to each Affected Employee after the Commencement Date for the period until they receive offers and reject such offers, become IBM employees, or IBM determines not to offer employment to an Affected Employee in accordance with its employment guidelines and notifies Certegy in writing of such determination.

5.3. RESOURCES AND FACILITIES

- a) To enable IBM to provide the Services, the Parties may agree under a Transaction Document for Certegy to provide, at no charge to IBM, the use of the Certegy Provided Hardware, Certegy Provided Office Furnishings, Certegy facilities, and offices services such as reasonable local analog telephone services for the sole purpose of providing and performing the Services covered by the Transaction Document for the Certegy Group. These obligations will generally not include the provision of (i) office, storage or equipment/Data Center space, parking facilities, or heat, light, power, air conditioning and other similar utilities which will be provided under a separate lease agreement between the members of the Certegy Group as lessor and IBM or its Affiliates as lessee for a portion of the Facilities, or (ii) office support services (e.g., janitorial and security), office supplies and similar services and consumables. All such items provided by Certegy shall comply with all applicable laws and regulations relating to safety and use. Subject to the satisfaction of Certegy's obligation with respect to compliance with applicable laws and regulations, IBM shall ensure a safe working environment is maintained with the Certegy Provided Hardware, Certegy Provided Office Furnishings and Certegy facilities in compliance with all applicable laws and regulations, and shall take no action that will compromise such safety of such working environment or violate such laws and regulations.
  - 1) When the Parties agree that the Certegy Provided Hardware and Certegy Provided Office Furnishings are no longer deemed necessary to perform the Services, Certegy's obligations set forth in this Section and in any Transaction Document with respect to each such item of resources shall terminate.
- b) Except as otherwise provided in the Agreement, IBM will have the responsibility and obligation to provide and administer, manage, support, maintain and pay for all resources (including, without limitation, personnel, hardware, software, facilities, services and other items, however described) necessary or appropriate for IBM to provide, perform and deliver the Services as described in the Agreement.
- c) IBM will provide and have on site as set forth in each Transaction Document its Project Executive under each such Transaction Document prior to the Commencement Date and for the duration of the term of each such Transaction Document, and will timely provide additional trained and qualified personnel as necessary or appropriate to facilitate and ensure the timely and proper definition, provision, performance and delivery of the Services in accordance with the Agreement.
- d) IBM will have the right to change the location of the IBM activities associated with the Services under any Transaction Document with the prior written consent of Certegy (which consent shall not be unreasonably withheld) and upon the occurrence of a Force Majeure Event. Among the factors Certegy may consider in determining whether to grant any such consent, Certegy may consider whether any and all changes in the location of such IBM activities may result (i) in a reduction of IBM's ability to perform the Services and the Business and Operations Support Plan, (ii) in any reduced accessibility to IBM and/or the Services by the Certegy Group; (iii) in any deterioration of the Services; (iv) any decrease in the security or integrity of operations and Company Information of the Certegy Group; and (v) in any additional cost to Certegy.

6. INTEGRATED PLANNING TEAM/CHANGE CONTROL PROCESS

6.1. CERTEGY/IBM INTEGRATED PLANNING TEAM

a) The Parties shall form and participate in an Integrated Planning Team in accordance with the provisions of this Section 6 for the following purposes:

- 1) to provide leadership and direction for the relationship over the Term;
- 2) to define and forecast the resources required to be allocated by IBM to perform and deliver the Services pursuant to the procedures and processes for the preparation and update of the "Business and Operations Support Plan";
- 3) to define and evaluate the objectives, substance, repricing and performance of the Services and pricing of new and replacement services;
- 4) to provide second level issue resolution for matters that the line managers are unable to resolve; and
- 5) to report to Certegy and IBM regarding each of the foregoing areas.

b) The Integrated Planning Team will be comprised of dedicated staffs from both Parties, representing technology and business management from multiple geographic locations, as provided in Exhibit 6 and each Transaction Document. The Integrated Planning Team will be co-chaired by Certegy's Chief Technology Officer and IBM's Global Project Executive through the first year of the Term and then the Integrated Planning Team shall be co-chaired as mutually agreed by the Parties thereafter. The "Charter and Operating Procedures Guidelines" for the Integrated Planning Team are set forth in Exhibit 6 and may be modified by the Parties from time to time during the Term upon agreement.

6.2. REPORTS/PROJECTIONS/PLANS

a) Prior to the Execution Date of each Transaction Document, IBM will provide Certegy a plan showing the timing of the scheduled hardware and software upgrades and/or hardware refresh points during the term of such Transaction Document that are included in the Annual Services Charge and reflected in the Baselines. Such plan will be updated whenever there is a repricing of the current Services or the addition or replacement of Services under such Transaction Document through New Services pursuant to Section 3.12 herein. Charges and credits with respect to the acceleration, delay or cancellation of such upgrades and/or refresh are handled by the charging/credit and pricing adjustment processes set forth in this Agreement, Annual Services' Charge adjustments, the Transaction Document and its Schedules (e.g., Baseline Adjustment, ARCs, RRCs, New Services, benchmarking, etc.).

b) Commencing on September 30, 2001 and on March 31 and September 30 of each year of the Term thereafter, Certegy will provide to the Integrated Planning Team its projected business and volume requirements for the Services for the next twelve (12) and twenty-four (24) calendar months. Further, Certegy will provide to the Integrated Planning Team in the first week of each calendar quarter its forecasted business and volume requirement for the Services for the following calendar quarter. The quarterly forecast may be amended by Certegy on ninety (90) days' prior written notice. Within thirty (30) days of receipt of each such projection and amendment, IBM will review and respond to the projections from Certegy with the technical provision requirements that it deems necessary to satisfy the business and volume requirements projected by Certegy. After review and acceptance by the Integrated Planning Team, the IBM response will be incorporated into the Business and Operations Support Plan.

c) Commencing on December 31, 2001 and on June 30 and December 31 of each year during the Term, IBM will provide to the Integrated Planning Team the then current Business and Operations Support Plan. The Business and Operations Support Plan will be composed of a short-term, technical plan covering twelve

(12) months and any long-range, strategic plan covering twenty-four (24) months, both of which will be driven by the Certegy Group's business goals and objectives as reflected in the projections described in 6.2(a) above. The short-term plan will include an identification of support, processes, systems, resources and changes required by the Certegy Group, and a projected time schedule for developing, integrating and implementing the requirements. The long-range plan will treat the strategic aspects of the support of the business goals and objectives of the Certegy Group as set forth in the projections described in Section 6.2(a), including, without limitation, flexible use of resources managed by IBM as part of the Services in support of the Certegy Group's business priorities and strategies.

IBM will draft the Business and Operations Support Plan with Certegy's active participation, cooperation and advice through the Integrated Planning Team. IBM will provide input for the plan regarding industry trends with respect to the Services and proposals with regard to the Services for process improvements, change management, skilled development, quality improvement, cost per Resource Unit reductions, increased efficiency and flexibility in operations and resource utilization, and enhance functionality. The final Business and Operations Support Plan for each six (6) month period will be provided by IBM based on the mutual agreement of the Parties, with any disputed matters being submitted to the dispute resolution process set forth in Section 16. The Business and Operations Support Plan will be reviewed and updated at least semi-annually thereafter. Any changes to the Agreement or the Services required by the Business and Operations Support Plan will be defined, approved and implemented in accordance with the Change Control Process set forth in Section 6.3.

### 6.3. CHANGE CONTROL PROCESS

Within ninety (90) days after the Effective Date and for the remainder of the Term, the Parties shall define, establish, implement, document and maintain a change control process for activities, processes, provisions and operations under the Agreement including each Transaction Document and to evolve the Services (the "Change Control Process"). The purposes and objectives of the Change Control Process are (i) to determine whether a change to the System is within the scope of the Services or constitutes a New Service under the applicable Transaction Documents, (ii) to prioritize all requests for changes to the System ("Change Requests"), (iii) to minimize the risk of exceeding both time and cost estimates associated with the Change Requests by identifying, documenting, quantifying, controlling, managing and communicating Change Requests and their disposition and as applicable, implementation; and (iv) to identify the different roles, responsibilities and actions that shall be assumed and taken by the Parties to define and implement the changes to the System.

The Project Executives shall be the focal point for all Change Requests and shall be responsible for promptly and diligently effecting the activities set forth above in this Section 6.3 with respect to each Change Request.

The Change Control Process shall include, at a minimum:

- 1) Changes to the System may be requested by either Party. Since a change may affect the price, schedule or other terms, both the Certegy and IBM Project Executives must review and approve, in writing, each Change Request before any change is implemented.
- 2) The Party proposing a Change Request will write a Change Request Form ("CRF"), describing the change, the rationale for the change and the effect that change will have, if completed, or the impact it will have, if rejected, on the Agreement, any Transaction Document and/or the Services.
- 3) Certegy's or IBM's Project Executive, as appropriate, will review the proposed Change Request. If accepted, the CRF will be submitted to the other Party for review and approval. If rejected, the CRF will be returned to the originator along with the reason for rejection.
- 4) All material Change Requests shall be forwarded to the Integrated Planning Team for review and approval prior to implementation.

- 5) Each approved Change Request will be implemented through a written change authorization. If any Change Request results in a change in scope, price, or terms and conditions, then the Agreement and affected Transaction Document including the Supplement and Schedules thereto, will be updated to reflect the changes in scope, price or terms and conditions, as appropriate pursuant to Section 17.2.

7. SERVICES STAFFING/MANAGEMENT/ADMINISTRATION

7.1. PROJECT EXECUTIVES

- a) Prior to the Commencement Date under each Transaction Document, IBM and Certegy will each designate an individual to whom all communications to the appointing Party may be addressed and who has the authority to act for the appointing Party and its subcontractors in connection with all aspects of such Transaction Document (the "Project Executive").
- b) Unless otherwise provided in a Transaction Document, IBM shall cause each person assigned as a IBM Project Executive under each Transaction Document to devote substantially all of his or her working time and effort in the employ of IBM to his or her responsibilities for the provision of the Services under such Transaction Document as required by such Transaction Document, subject to IBM's reasonable holiday, vacation and medical leave policies and subject to occasional, short-term, non-recurring work on other assignments by IBM related to the Project Executive's areas of expertise. Before the initial and each subsequent assignment of an individual to such position, each Party shall notify the other Party of the proposed assignment, introduce the individual to appropriate representatives of the other Party, and IBM will, consistent with IBM's personnel practices, provide Certegy with a resume and any other information about a prospective IBM Project Executive requested by Certegy. Each Party agrees to discuss with the other Party any objections the other Party may have to such assignment.
- c) IBM will give Certegy at least ninety (90) days advance notice of a change of the person appointed as the IBM Project Executive under each Transaction Document, and will discuss with Certegy any objections Certegy may have to such change. IBM shall not reassign or replace any person assigned as the IBM Project Executive during the first year of his or her assignment to the Certegy service team under any Transaction Document, nor shall IBM assign more than four (4) different individuals to such position during the term of any Transaction Document, unless Certegy consents to such reassignment or replacement, or the IBM employee voluntarily resigns from IBM, requests a transfer, is terminated by IBM or is unable to work due to his or her death or disability.

7.2. REPLACEMENT OF PERSONNEL

If Certegy reasonably and in good faith determines that it is not in Certegy's best interests for any IBM or subcontractor employee to be appointed to perform or to continue performing any of the Services, Certegy shall give IBM written notice specifying the reasons for its position and requesting that such employee not be appointed or be removed from the IBM or IBM subcontractor employee group servicing Certegy and be replaced with another IBM employee or IBM subcontractor employee. Promptly after its receipt of such a notice, IBM shall investigate the matters set forth in the notice, discuss with Certegy the results of the investigation, and resolve the matter in a mutually agreeable manner.

7.3. RETENTION OF EXPERIENCED PERSONNEL

If IBM fails under any Transaction Document to meet the Performance Standards or Minimum Service Levels under any Transaction Document persistently or continuously and if Certegy reasonably believes such failure is attributable in whole or in part to IBM's reassignment, movement, or other changes in the human resources allocated by IBM to the performance and delivery of the Services pursuant to such Transaction Document or the Agreement and/or to the IBM subcontractors assigned to the Certegy service team, Certegy will notify IBM of such belief and the basis for such belief. Upon receipt of such notice from Certegy, IBM (a) will promptly provide to Certegy a report setting forth IBM's position regarding the matters raised by Certegy in its notice; (b) will meet with Certegy

to discuss the matters raised by Certegy in its notice and IBM's positions with regard to such matters; and (c) will promptly and diligently take commercially reasonable action to modify or eliminate any IBM practices and/or processes identified as adversely impacting the performance and delivery of the Services.

#### 7.4. EFFICIENT USE OF RESOURCES

IBM shall take commercially reasonable actions (a) to efficiently administer, manage, operate and use the resources employed by IBM to provide and perform the Services that are chargeable to Certegy under the Agreement, and (b) to diligently and continuously improve the performance and delivery of the Services by IBM and the elements of the policies, processes, procedures and System that are used by IBM to perform and deliver the Services, including, without limitation, re-engineering, tuning, optimizing, balancing or reconfiguring the processes, procedures and systems used to perform, deliver and track the Services.

### 8. RELATIONSHIP PROTOCOLS

#### 8.1. EVOLVING NATURE OF RELATIONSHIP

a) The Supplement and Schedules to each Transaction Document will be updated by the Parties as necessary or appropriate from time to time during the Term to accurately reflect the evolution of the Services and components and elements of the Services as described therein. The preceding sentence is not intended, nor is it authorization, to expand the scope of the Services except as provided pursuant to Section 3.12 entitled "New Services."

1) For the one hundred-eighty (180) days following the Commencement Date under each Transaction Document, IBM and Certegy reserve the right to inventory, validate and update any information that is reflected in or omitted from the Transaction Document and attached Supplement and/or Schedules. If discrepancies are detected, the Transaction Document, Supplement and/or Schedules shall be promptly changed, modified, updated and adjusted to correct such discrepancies upon mutual agreement, so that the Transaction Document, Supplement and/or Schedules will be correct and accurately reflect the Services and charges provided by IBM to Certegy Group. If either Party disputes the existence of a discrepancy identified by the other Party, the Parties will submit the matter to the Certegy/IBM Integrated Planning Team for dispute resolution as specified in Section 16.

b) Both Certegy and IBM agree that the Services provided may require adjustments to reflect the evolving business and operations of the Certegy Group and IBM, that the relationship memorialized by the Agreement and the Transaction Documents is dynamic in nature and will evolve as the operating and business environment of the Certegy Group changes and evolves, and that the scope of the Services that will be provided by IBM during the Term and corresponding fees charged by IBM may be changed and modified with the written agreement of the Parties pursuant to the Change Control Process. Therefore, the Integrated Planning Team will periodically evaluate the business and operating strategies of each Party and recommend modifications to, and evolution of, the Services (including the Performance Standards and Minimum Service Levels) to optimize such strategies and determine the effect that any modifications of the Services may have on the fees chargeable by IBM under the Agreement.

#### 8.2. REQUIRED CONSENTS

a) The Certegy Group shall remain the contracting party of record for the Third Party Agreements allocable to each Transaction Document and to which the Certegy Group is a party on the Execution Date under each such Transaction Document. Certegy shall have the responsibility for timely obtaining all Required Consents under the Third Party Agreements allocable to a Transaction Document and to which the Certegy Group is a party, except Third Party Agreements to which IBM or any Affiliate of IBM is a party. IBM will provide Certegy with advice and counsel regarding IBM's experience and agreements with the third party vendors under the Third Party Agreements to which the Certegy Group is a party on the Execution Date under each such Transaction Document with regard to obtaining any Required Consents, and the

benefit of any relationship of IBM with each such third-party vendor to the extent permitted under the IBM-third party vendor arrangement to obtain any Required Consent. IBM will have management and administrative responsibilities for obtaining all Required Consents under the Third Party Agreements allocable to each Transaction Document existing on the Execution Date of each such Transaction Document, subject to the consent of Certegy to the terms of each such Required Consent. IBM shall have the responsibility for timely obtaining all Required Consents under Third Party Agreements allocable to a Transaction Document to which IBM or an Affiliate is a party, subject to the consent of Certegy to the terms of each such Required Consent. The provisions of this Section shall be applicable to New Services unless otherwise provided by the Parties in the documentation governing New Services.

- b) Subject to the provisions of Section 8.3, IBM will use commercially reasonable efforts to obtain, and will act as Certegy's attorney in fact in connection with obtaining, any Required Consents that are both (i) the obligation of Certegy under Section 8.2(a), and (ii) under Third Party Agreements allocable to a Transaction Document that are entered into after the Execution Date under such Transaction Document. Upon obtaining a third party vendor's agreement to terms for a Required Consent, the Required Consent shall be provided to Certegy for review, approval, and signature. If IBM is unable to obtain the Required Consent within a reasonable time in a form acceptable to Certegy, then the Parties' obligations with respect to the performance of, and payment for, any Services dependent on such Required Consent shall be determined in accordance with the provisions of Section 8.2(e).
- c) Subject to Section 8.2(d), Certegy shall bear the costs, if any, of obtaining all Required Consents, including without limitation, all charges and fees related to obtaining the Required Consents for the Third Party Agreements allocable to each Transaction Document and to which the Certegy Group is a party existing as of the Execution Date under each such Transaction Document, except agreements for software manufactured by IBM and its Affiliates and Third Party Agreements relating to Systems Software, Machine maintenance and Machine leases, IBM shall bear the costs of obtaining all Required Consents for the Third Party Agreements allocable to each Transaction Document existing as of the Execution Date under each Transaction Document and not described above as the responsibility of Certegy. For all Third Party Agreements allocable to each Transaction Document entered into after the Execution Date under each such Transaction Document, the Party requesting the product or service to which the Third Party Agreement relates shall bear the costs, if any, of obtaining Required Consents. In addition, Certegy shall bear the costs, if any, associated with the cancellation and re-licensing of any Software allocable to a Transaction Document and licensed by the Certegy Group prior to the Execution Date under such Transaction Document if required for IBM to provide the Services after the Commencement Date under such Transaction Document, except Software licensed from IBM or any Affiliate of IBM. IBM shall bear the cost, if any, associated with the cancellation and re-licensing of any Software allocable to a Transaction Document and licensed by the Certegy Group prior to the Execution Date under such Transaction Document licensed from IBM or any Affiliate of IBM, if required for IBM to provide the Services after the Commencement Date under such Transaction Document. The provisions of this Section shall be applicable to New Services unless otherwise provided by the Parties in the documentation governing New Services
- d) Notwithstanding anything to the contrary in Section 8.2(c), IBM shall bear any costs allocable to Certegy under Section 8.2(c) provided that: (i) the costs are incurred because the third party vendor from whom a Required Consent is requested or who requires cancellation and re-licensing of Software has a pre-existing policy to charge for or not grant a Required Consent or to require cancellation and re-licensing of Software because of a dispute with IBM, (ii) the third party vendor does not have such a policy generally with respect to outsourcing vendors with whom the third party vendor does not have a dispute, (iii) the policy is not limited to IBM's outsourcing activities with the Certegy Group, and (iv) Certegy uses diligent and commercially reasonable efforts to convince the vendor to treat IBM on the same basis as other outsourcing vendors. In any such case, IBM may propose a functionally equivalent substitute, if available, for the product or service provided by the third party vendor, and Certegy will consider in good faith implementation of such substitute product or service. No substitute product or service will be implemented without the consent of Certegy, which shall not be unreasonably withheld. IBM's liability under this Section 8.2(d) shall be limited to the amounts charged by a third party vendor that are directly attributable to such third party vendor's pre-existing policy to charge for Required Consents or to require cancellation and relicensing of Software when IBM or another outsourcing vendor with which a dispute exists is the

outsourcing services provider and shall not in any event include any amounts that would have otherwise been charged by such third party vendor if another outsourcing services provider was requesting a Required Consent or obtaining the right to access Software.

- e) Notwithstanding any other provision of the Agreement, no Services requiring a Required Consent shall commence and no Monthly Charge or other charge shall commence for such Services until all applicable Required Consents for such Services are obtained, unless otherwise agreed by the Parties; provided, however, that to the extent the Monthly Charge or other charge includes amounts that constitute unrecovered investment of IBM, such amounts will be due and payable to IBM by Certegy within a period not to exceed six (6) months following commencement of such Services. IBM will publish a list each month setting forth the status of each Required Consent until all Required Consents are obtained. Certegy shall timely cooperate with IBM in order to facilitate the proper and timely publication of such monthly Required Consents list. Subject to the foregoing portion of this Section 8.2(e), if any Required Consent is not obtained with respect to any of the Third Party Agreements existing as of the Commencement Date under any Transaction Document, and prior to the Commencement Date, the Parties agree to commence the provision of Services without such Required Consents, the Parties shall cooperate with each other in achieving a reasonable alternative arrangement for Certegy to continue to process its work with minimum interference to its business operations unless and until such Required Consents are obtained. The cost of achieving such reasonable alternative arrangement shall be borne by IBM if caused by Required Consents needed from (i) IBM or Affiliates of IBM, (ii) from the licensors of the IBM Software, and/or (iii) from third-party vendors under any Third Party Agreements treating outsourcing arrangements involving IBM as the services provider differently than their standard policies afforded to other outsourcing services providers generally as described in Section 8.2(c), and in all other instances such cost shall be borne by Certegy.

### 8.3. APPOINTMENT AS ATTORNEY IN FACT

- a) Certegy appoints IBM as the attorney in fact of the members of the Certegy Group, and IBM accepts such appointment as a part of the Services, for the limited purposes of administering, managing, supporting, operating under and paying under the Third Party Agreements to which one or more members of the Certegy Group is a party, and to obtain certain Required Consents as provided in Section 8.2(b), in connection with the Services as contemplated by the Agreement. Certegy does not appoint IBM as the attorney in fact of the members of the Certegy Group for the purposes of entering into oral or written agreements with any individual or business entity for or in the name of the Certegy Group or their Affiliates, without the prior express written approval of Certegy. Certegy agrees to promptly notify all Third Party Providers under the Third Party Agreements to which one or more members of the Certegy Group is a party of such appointment. Subject to its obligation to indemnify Certegy for any applicable penalties, damages, termination or other charges under Section 14.1, IBM may direct that the Certegy Group cancel, substitute, terminate, change or add to the Third Party Providers under the Third Party Agreements as it chooses so long as IBM continues to perform the Services in the manner required by the Agreement; provided, however, IBM must submit written notification to Certegy and obtain Certegy's written agreement prior to the cancellation, substitution, termination, change or addition of any Third Party Agreement to which one or more members of the Certegy Group is or will be a party. If Certegy does not respond to such notice from IBM within twenty-one (21) business days of Certegy's receipt of such notice, Certegy shall be deemed to have agreed to the cancellation, substitution, termination, change or addition described in the IBM notice. If any such cancellation, substitution, termination, change or addition of a Third Party Agreement will have an impact on the operations of users that are outside the scope of the Services and Certegy has notified IBM prior to the expiration of the Certegy response period described above of such impact and IBM elects to proceed, IBM will provide or cause to be provided the products and/or services that are the subject of such Third Party Agreement to the users that are outside the scope of the Services on terms no less favorable than the terms of the applicable Third Party Agreement.
- b) IBM will perform its obligations and responsibilities as an attorney in fact pursuant to Section 8.3(a) under all Third Party Agreements to which a member of the Certegy Group is a party subject to the provisions of the Agreement, including, without limitation, Section 8.2, this Section 8.3, Section 9.1 and Section 11, Upon Certegy's request, IBM will provide to Certegy all information and documentation related to its activities as the Certegy Group's attorney in fact with regard to such Third Party Agreements. Certegy may

terminate or provide additional restrictions on IBM's attorney in fact appointment with respect to any Third Party Agreement to which one or more of the members of the Certegy Group is a party if IBM (i) fails to pay any amount due in a timely manner; (ii) permits an actual default to occur; or (iii) does not diligently pursue the service and financial benefits available to the Certegy Group under such Third Party Agreement.

- c) Beginning on the Execution Date (as defined in the applicable Transaction Document) of each Transaction Document and for the term of each such Transaction Document, the Certegy Group will not enter into any new, or terminate or amend any existing, Third Party Agreement to which one or more members of the Certegy Group is a party that adversely impacts IBM's ability to provide the Services covered by such Transaction Document or increases IBM's cost of providing such Services without the prior written consent of IBM.

#### 8.4. CONFLICTS OF INTERESTS

- a) Each Party recognizes that IBM personnel providing Services to the Certegy Group under the Agreement may perform similar services for others and the Agreement shall not prevent IBM from performing similar services for others subject to the restrictions set forth in Section 11 and/or the applicable Transaction Document; provided, however, IBM shall not use any of the Certegy Provided Hardware or Certegy Software or Certegy Provided Office Furnishings to perform similar services for others (including the IBM), without the prior written consent of Certegy.
- b) Neither Party, through its personnel at any site covered under a Transaction Document, shall knowingly, directly or indirectly, solicit any employee of the other Party or their Affiliates at such site during the Term of the Agreement unless otherwise agreed in writing by the Parties and except as provided in Section 12.6(g). Certegy or IBM employee's responses to or employment resulting from general public solicitations will be exempted from this provision.
- c) Any specific restrictions related to Key Employees shall be as specified in the applicable Transaction Document.

#### 8.5. ALTERNATE PROVIDERS

- a) During the Term, Certegy shall have the right to retain third party suppliers to perform any service, function, responsibility, activity or task that is within the scope of the Services or would constitute a New Service pursuant to Section 3.12, or to perform any such services, functions, responsibilities or tasks (whether all or a part of the Services or the New Services) internally. IBM shall cooperate with any such third party supplier and Certegy as requested from time to time. Such cooperation shall include, without limitation, (i) providing reasonable physical and electronic access to the Facilities, the Data Center and the books and records in the possession of IBM regarding the Certegy Business and/or the Services; (ii) use of any Machines used by IBM to perform services for the Certegy Group for the Certegy Business; (iii) use of any of the Software (other than any Software where the underlying license agreement does not authorize such access and consent permitting such access and use has not been obtained); (iv) providing such information (subject to an appropriate confidentiality agreement, if appropriate) regarding the operating environment, System constraints, and other operating parameters as is reasonably necessary for the work product of the third party supplier of the Certegy Group to be compatible with the Services or New Services; and (v) such other reasonable cooperation as may be requested by Certegy.
- b) IBM's obligations hereunder shall be subject to the third party suppliers' compliance with reasonable Facilities and Data Center data and physical security and other applicable standards and procedures, execution of appropriate confidentiality agreements, and reasonable scheduling of computer time and access to other resources to be furnished by IBM pursuant to the Agreement.
- c) If IBM's cooperation with Certegy or any third party supplier performing work as described in Section 8.5(a), causes IBM to expend a material amount of additional resources and incur costs that IBM would not otherwise have expended but which fall within the scope of activities comprising the Services, such

additional resources and costs will be charged to Certegy under the established charging mechanism and/or Resource Unit Baseline therefor; provided, however, if the additional resources expended and costs incurred are not within the scope of activities comprising the Services, Certegy shall reimburse IBM at its standard rates for such resources subject to Section 9.11 hereof and for such costs as invoiced. The Parties further agree that if in IBM's reasonable, good faith determination, a third party supplier's activities affect IBM's ability to meet the Performance Standards or otherwise provide the Services in accordance with the Agreement, IBM will provide written notice to Certegy of such determination. The Parties will cooperate to determine and verify whether such effect is caused by a third party supplier, the extent of such affect, and how to ameliorate any such effect. IBM shall be excused for any inability to meet the Performance Standards, Minimum Service Levels or otherwise provide any of the Services to the extent, and only for the period, any such third party supplier's activities directly affect and impact IBM's ability to meet any Performance Standard or Minimum Service Level or otherwise provide any of the Services in accordance with the Agreement.

- d) Certegy's retention of third party suppliers pursuant to this Section 8.5 to perform services, functions, activities, tasks or responsibilities that are within the scope of the Services shall not relieve Certegy of its obligations set forth in the Agreement to pay IBM the charges applicable to such services, functions, activities, tasks or responsibilities as set forth in the Agreement, unless Certegy is relieved from such charge pursuant to a provision of the Agreement or by the agreement of IBM.

#### 8.6. USE OF SUBCONTRACTORS

- a) Within thirty (30) days after the Commencement Date under each such Transaction Document, the Parties will develop and prepare a list of approved subcontractors under each such Transaction Document that the Parties agree may be engaged by IBM to perform and deliver the part or portion of the Services indicated on such list as a subcontractor to IBM (the "Listed Subcontractors"). Affiliates of IBM shall be deemed to be Listed Subcontractors. With respect to subcontractors which are not Listed Subcontractors, IBM shall notify Certegy at least fifteen (15) business days prior to the proposed date of commencement by IBM of any subcontractor's activity with respect to the Certegy Group or the Services, in writing of a decision to delegate or subcontract a function, responsibility or task to a subcontractor, or to change subcontractors for any function, responsibility or task, (i) that could have a material affect on the quality, timing, cost, consistency or performance of the Services under any Transaction Document or on the operations of any member of the Certegy Group or on the security of the Certegy Group data, books and records, or Facilities, or on the Certegy Business as conducted by any member of the Certegy Group, or (ii) where the subcontractor will interface directly with the members of the Certegy Group. Upon Certegy's request, IBM shall promptly provide to Certegy information regarding the proposed new or replacement subcontractors in order to permit Certegy to determine whether to grant its consent to such delegation or change or subcontract. Such information shall include the scope of the Services to be delegated, and the experience, financial status, resources, and reason for selection of the proposed subcontractors. Subject to IBM's timely provision of the foregoing information to Certegy, Certegy shall be deemed to have accepted such delegation or subcontract or change that is the subject of the notification by IBM to Certegy, if Certegy has not notified IBM in writing of its good faith objections to such delegation or subcontract on or before the fifteenth (15th) day after receipt of such notice from IBM. IBM shall not delegate or subcontract or change subcontractors unless and until IBM and Certegy shall have resolved any objection timely made by Certegy to such proposed action by IBM. In addition, IBM shall not disclose any Confidential Information of the Certegy Group to any subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner equivalent to that required of IBM by Section 11.
- b) IBM shall remain primarily liable and obligated to Certegy for the timely and proper performance of all of its obligations hereunder even if such obligations are delegated to third party subcontractors (including, without limitation, Affiliates of IBM entering into Transaction Documents with Certegy and Affiliates of Certegy), and for the proper and timely performance and actions of any person or entity to which it delegates or subcontracts any such obligation.

## 8.7. CERTEGY APPROVALS AND NOTIFICATION

For those areas of the Services where Certegy (a) has reserved a right-of-approval, consent or agreement, (b) is required to provide notification, and/or (c) is to perform a responsibility set forth in the Agreement, and such approval, consent, notification or performance is delayed or withheld beyond the period provided in the Agreement, including any Transaction Document and the Supplement and the Schedules thereto, without authorization or right and, such delay or withholding is not caused by IBM and affects IBM's ability to provide the Services under the Agreement including any Transaction Document and the Supplement and Schedules thereto. Certegy will relieve IBM of the responsibility for meeting the Performance Standards and Minimum Service Levels for that portion of the Services to the extent, but only to the extent, directly affected by such delay or withholding. Certegy will reimburse IBM in accordance with the Agreement for additional resources, if any, incurred during such period as a direct result thereof. If not specified otherwise in the Agreement, the period for such approval or notification shall be fifteen (15) business days unless another time period is otherwise agreed by the Parties.

## 9. CHARGES/NEW SERVICES/INVOICES/PAYMENTS

## 9.1. DISBURSEMENTS

Beginning on the Commencement Date of each Transaction Document, IBM will pay as part of the Services covered by such Transaction Document the Third Party Providers for the provision of the software, products and services under the Third Party Agreements as set forth in the applicable Transaction Document. In addition, IBM will reimburse Certegy in a timely manner for payments to such Third Party Providers by the Certegy Group for amounts allocable to periods on and after the Commencement Date under each such Transaction Document. Certegy will promptly reimburse IBM for all payments to such Third Party Providers made by IBM if such payments are allocable to the periods prior to any such Commencement Date and are not otherwise the responsibility of IBM under the Agreement. If IBM should receive during the Term any refund, credit or other rebate in respect of such Third Party Agreements which is attributable to a period prior to the Commencement Date under the applicable Transaction Document, IBM will promptly notify Certegy of such refund, credit or rebate and will promptly pay to Certegy the full amount of such refund, credit or rebate. If Certegy should receive during the Term any refund, credit or other rebate in respect of such Third Party Agreements which is attributable to a period after the Commencement Date under the applicable Transaction Document, Certegy will promptly notify IBM of such refund, credit or rebate and will promptly pay to IBM the full amount of such refund, credit or rebate.

## 9.2. MONTHLY CHARGE

For each month of each Contract Year during the term under each Transaction Document, Certegy agrees to pay the Monthly Charge as specified in the Supplement and Schedules to such Transaction Document, together with the other amounts as described in this Section 9.

All periodic charges under each Transaction Document are to be computed on a calendar month basis, and will be prorated for any partial month, unless specifically stated otherwise in the Agreement (including the applicable Transaction Document).

On a monthly basis IBM will invoice Certegy the Monthly Charge under each Transaction Document for that month in advance, as specified in the Supplement and Schedules to each such Transaction Document. The invoices will separately state applicable taxes owed by Certegy by tax jurisdiction, and charges for other elements comprising the Monthly Charge as determined by the Parties pursuant to Section 9.5(b).

## 9.3. ADDITIONAL CHARGES

Beginning at the end of the first full calendar quarter following the Transition Period under each Transaction Document and at the end of each calendar quarter thereafter during the term of each Transaction Document, Certegy and IBM will review the quantity of Resource Units utilized by Certegy during the preceding calendar quarter and calculate the net monthly Unplanned Resource Units utilized by Certegy during such quarter. Certegy and IBM will calculate the charges applicable to such net monthly Unplanned Resource Units for such quarter in accordance with

the Schedule addressing charges under each Transaction Document, and Certegy will pay the amount of the result of such calculation in accordance with Section 9.7.

#### 9.4. COST OF LIVING ADJUSTMENT

IBM will charge or credit Certegy a Cost of Living Adjustment ("COLA") under each Transaction Document in accordance with the procedures set forth in Schedule J to each such Transaction Document beginning after the Commencement Date under each such Transaction Document, as set forth in such Schedule.

#### 9.5. TAXES

- a) The disbursements described in Section 9.1, the Monthly Charges described in Section 9.2, the additional charges described in Section 9.3 and the COLA described in Section 9.4, paid by Certegy are inclusive of applicable sales, use, excise, personal property or other similar taxes attributable to the period on or after the Commencement Date under each Transaction Document based upon or measured by (i) IBM's cost in acquiring or providing equipment, materials, supplies or third party services furnished to or used by IBM in providing and performing the Services, (ii) the value or cost of the IBM Machines and IBM Software; and (iii) all taxes payable by IBM with respect to its revenues, income and profit; provided, however, Certegy will be responsible for paying all personal property or use taxes due on or with respect to Certegy Provided Hardware, Certegy Software and Certegy Provided Office Furnishings. Each Party shall bear sole responsibility for all taxes, assessments and other real property-related levies on its owned or leased real property.
- b) The Parties agree to reasonably cooperate with each other in good faith to more accurately determine and reflect each Party's tax liability and to minimize such liability to the extent legally permissible. Each Party shall provide and make available to the other any resale certificates and other exemption certificates or information reasonably requested by either Party. The Parties will also work together to segregate the Monthly Charges and other charges, reimbursements and amounts payable hereunder, into separate payment accounts charged under separate invoices, as appropriate, for Services and the components of the Services (i.e., components that are taxable and nontaxable, including those for which a sales, use or similar tax has already been paid by IBM and for which IBM functions merely as a paying agent for Certegy in receiving goods, supplies or services including licensing arrangements that otherwise are nontaxable or have previously been subjected to tax, components that are capitalized, and components that are expensed).
- c) Notwithstanding any other provision of the Agreement, if a services, value added or similar tax is assessed on IBM's provision of the Services (or any New Services) to Certegy or on IBM's charges to Certegy under the Agreement, Certegy will be responsible for and pay the amount of any such tax.

#### 9.6. NEW SERVICES

- a) The charges for New Services will be integrated into the Supplement and Schedules to the affected Transaction Document in accordance with Sections 3.12 and 17.2.
- b) If the Parties cannot agree either that a function, responsibility or task falls within the definition of a New Service. IBM shall nevertheless perform the disputed function, responsibility or task if requested by Certegy. The determination of whether any function, responsibility or task is a New Service will be determined pursuant to the dispute resolution provisions in Section 16. Certegy shall pay fifty percent (50%) of any charges for the disputed function, responsibility or task under this Section 9.6 to IBM and fifty percent (50%) of any charges for the disputed function, responsibility or task under this Section 9.6 shall be held by Certegy or paid into an interest bearing escrow account in accordance with Section 9.12, if requested by IBM, pending a resolution of the dispute in accordance with Section 16. Any payment to Certegy of any such disputed charge paid by Certegy to IBM and into escrow pursuant to this Section 9.6 after resolution of the applicable dispute, shall be paid from the amount in escrow with respect to such dispute and then by IBM. All amounts not in escrow and payable directly by either Party to the other Party upon resolution of the dispute with respect to which amounts are payable shall be paid promptly upon

resolution of the disputed charge together with interest at the rate of one percent (1%) per month from the date that the payment was originally due to IBM from Certegy under the Agreement through the date of payment by IBM to Certegy.

9.7. INVOICE PAYMENT

At its election, Certegy will pay each invoice for charges under the Agreement either by wire funds transfer or other electronic means acceptable to IBM to an account specified by IBM or by bank check, within the calendar month in which such invoice is received by Certegy, provided Certegy receives such invoice on or before the tenth (10th) day of such month; otherwise such payment shall be made within thirty (30) days after the date of Certegy's receipt of the invoice. In the event that any invoice payment is not received by IBM within ten (10) business days following the date specified for such payment herein, a late payment fee of one percent (1%) per month, or the maximum amount permissible by law, whichever is less, of the unpaid, late invoice payment will be due and payable by Certegy to IBM from the date such payment became overdue through the date of payment to IBM.

No invoice for charges for any of the Services shall be delivered to Certegy until after the Services which are the subject of such invoice have been provided to the Certegy Group; provided, however, any Services that are expressly stated in the Agreement as prepaid or paid in advance shall be excluded from the limitation of this sentence to the extent, but only to the extent, expressly set forth in the Agreement.

9.8. REDACTED \*\*\*

9.9. SERVICE CREDITS

If IBM fails to provide the Services in accordance with the Minimum Service Levels set forth in any Transaction Document, IBM shall incur the charges set forth in a Schedule to such Transaction Document (each, a "Service Credit"; collectively, the "Service Credits") against the amounts owed to IBM for the second month following the month in which the Service Credits were incurred. The Parties agree that the Service Credits are a fair estimate of the damages that the Certegy Group will incur for each event for which a Service Credit is granted in the Agreement, that the actual damages incurred by the Certegy Group in each such event would be difficult and costly to determine, and that the Service Credits are liquidated damages awarded in lieu of actual damages incurred by the Certegy Group. The Parties agree that the Service Credits are not penalties and are the sole and exclusive remedy of Certegy with respect to the incident or event with respect to which such Service Credits are paid or credited by IBM to Certegy subject to and as limited by the provisions of Sections 12 and 13.

9.10. OTHER CREDITS

Except as otherwise set forth in the Agreement, with respect to any amount to be paid or reimbursed to Certegy by IBM at the time any such amount is due and payable to Certegy. IBM may pay that amount to Certegy by applying a credit for the month such amount is due and payable against the charges otherwise payable to IBM under the Agreement, at IBM's option. Notwithstanding the foregoing, if the amount to be so paid or reimbursed by IBM in any specific month, exceeds the charges to Certegy for such month, IBM shall promptly pay any difference to Certegy by check or wire transfer during such month. If IBM fails to pay any amount due and payable to Certegy or fails to apply a credit during the month such amount is due and payable, IBM shall pay or credit such amount together with interest thereon payable at a rate of one percent (1%) per month, or the maximum amount permissible by law, whichever is less, of the unpaid, late monies will be due and payable by IBM to Certegy from the date such monies became due to Certegy through the date of payment or credit to Certegy.

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\*\*\* CONFIDENTIAL MATERIAL REDACTED AND FILED SEPARATELY WITH THE COMMISSION.

9.11. REDACTED \*\*\*

9.12. DISPUTED CHARGES/CREDITS

In the event Certegy disputes the accuracy or applicability of a charge or credit or other financial arrangement described in the Agreement (i.e., Monthly Charge, Unplanned Resource Units, COLA, Service Credits, pass through billings, etc.), Certegy shall notify IBM of such dispute as soon as practicable after the discrepancy has been discovered. The Parties will investigate and resolve the dispute using the dispute resolution processes provided under Section 16 of the Agreement. Any undisputed amounts contained in or applicable to an invoice will be paid by Certegy and any undisputed credit amounts will be promptly credited by IBM. Upon request of either Party, Certegy in the case of a disputed charge, or IBM in the case of a disputed credit, shall place the disputed amount in an interest bearing escrow account established for the benefit of the Parties, until such dispute is resolved. Upon resolution of the dispute, the Parties shall be paid any interest having accrued on the disputed amounts held in the escrow account in connection with such dispute in proportion to the amount received by each Party with respect to such dispute, and the Parties shall each pay a portion of the escrow fees attributable to the disputed amount in an inverse proportion to the percentage of the disputed amount paid to each Party. Unpaid and uncredited monies that are in dispute and placed in escrow will not be considered a basis for monetary default under the Agreement.

9.13. REDUCTION OF CERTEGY WORK

- a) If, during the Term, Certegy experiences significant changes in the scope or nature of its business which have or are reasonably expected to have the effect of causing a substantive and sustained decrease in the amount of IBM resources used in performing the Services, provided such decreases are not due to Certegy resuming the provision of such Services by itself or Certegy transferring the provision of such Services to another vendor, such changes shall be governed by this Section 9.13. Examples of the kinds of events that might cause such substantial decreases are:
  - 1) changes in Certegy's products or markets;
  - 2) mergers, acquisitions or divestitures; or
  - 3) changes in market priorities.
- b) Certegy will notify IBM of any event or discrete set of events which Certegy believes qualifies under this Section 9.13, and IBM will identify in a plan that will be submitted to Certegy for review and acceptance, any changes that can be made to accommodate such decrease of resource requirements in a cost-effective manner without disruption to Certegy's ongoing operations, and the cost savings that will result therefrom.
- c) Upon acceptance by Certegy, IBM will make any applicable adjustments to the Annual Service Charge and the related Baselines to reflect the foregoing and distribute an amended Supplement to the Parties.
- d) Certegy may, at its option and expense, employ an accredited and independent auditor to verify IBM's methodology for calculating the savings referenced above conforms to accepted accounting practices.

10. INTELLECTUAL PROPERTY RIGHTS

IBM, the members of the Certegy Group and their respective contractors and subcontractors may develop, create, modify or personalize (collectively, "Develop") certain computer programming code, including source and object code ("Code") and other Materials in order to perform the Services. The provisions of this Section 10 set forth the respective rights of Certegy and IBM in such Code and other Materials. This Section 10 does not apply to development, modification, creation, or personalization of templates for commercially available IBM products (for

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\*\*\* CONFIDENTIAL MATERIAL REDACTED AND FILED SEPARATELY WITH THE COMMISSION.

example, Lotus Notes templates). To the extent that Services under any Transaction Document include the development, modification, creation or personalization of such templates, rights with respect to such templates will be set forth in the applicable Transaction Document or applicable Schedule(s).

#### 10.1. OWNERSHIP OF MATERIALS

With respect to any Materials whether Developed solely by IBM or its subcontractors, or jointly by the Certegy Group personnel or their subcontractors and IBM or its subcontractors, ownership will be as follows:

- a) Certegy Code, Certegy Derivative Code and Certegy Works shall be owned by Certegy or another member of the Certegy Group, as applicable. During the Term, IBM shall have an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, operate, distribute, modify, develop, personalize and create Derivative Works from such Materials internally, and the right to sublicense third parties to do any of the foregoing, for the sole purpose of performing the Services.
- b) IBM Code, IBM Derivative Code, IBM Works and IBM Interfaces shall be owned by IBM. During the Term, the Certegy Group shall have an irrevocable, nonexclusive, worldwide, paid-up license to use in the Certegy Business, execute, operate, reproduce, display, perform, distribute, modify, develop, personalize and create Derivative Works from, such Materials internally, and the right to sublicense third parties to do any of the foregoing for the Certegy Group.
- c) With respect to any Materials whether or not Developed under the Agreement, which are or have been Developed solely by the Certegy Group personnel and/or their contractors, such Materials shall be owned by Certegy. IBM shall have an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, operate, reproduce, display, perform, distribute, modify, Develop, personalize and create Derivative Works from such Materials internally and the right to sublicense third parties to do any of the foregoing, to the extent necessary and for the sole purpose of performing the Services during the Term.
- d) Any ownership or license rights herein granted to either Party or another member of the Certegy Group or any other Authorized Users are limited by and subject to any patents and copyrights held by, and terms and conditions of any license agreements with, applicable Third Party Providers.
- e) To the extent that by operation of law any of the Materials may not be owned by IBM or the Certegy Group to which ownership has been allocated under this Section 10, each Party agrees to promptly assign, or cause to be assigned, and take such actions and execute and deliver such documents as shall be necessary or appropriate to effect such assignment without further consideration. Each Party hereby assigns, without further consideration, the ownership of all right, title and interest in all U.S. and foreign copyrights, and mask work rights (if any) in the Materials to the other Party as set forth in this Section 10. Such assignee shall have the right to obtain and hold in its own name or transfer patents and copyrights, applications, registrations, renewals and all other rights relating or pertinent thereto.

#### 10.2. OBLIGATIONS REGARDING MATERIALS

- a) The Parties agree to reproduce copyright legends which appear on any portion of the Materials which may be owned by the Parties and any and all third parties.
- b) Except as set forth in Section 11, the Agreement shall not preclude either Party from Developing materials or providing services which are competitive to the Materials or Services which might be delivered pursuant to the Agreement, except to the extent any of same may infringe any of the other Party's patent rights, copyrights, trade secrets or mask work rights.
- c) Neither the Agreement nor any disclosure made hereunder grants any license to either Party under any patents rights, copyrights, mask work rights or trade secrets of the other Party, except for the licenses expressly granted under this Section 10 and Section 12.6 hereof.

- d) Each Party and their respective Affiliates shall have the right to develop commercialize, use, publish and distribute materials and/or intellectual property which may be substantially similar to the Materials (including, without limitation, computer programs and other copyrighted works) for their own use, for third parties or for other purposes provided that such activities are effected without breach of their obligations under the Agreement and do not infringe the intellectual property rights of the other Party and/or its Affiliates.

11. CONFIDENTIALITY/DATA SECURITY

11.1. CONFIDENTIAL INFORMATION

IBM and Certegy each acknowledge that the other Party and/or its Affiliates possesses and will continue to possess information, which has commercial value in such other Party's and/or its Affiliates' business and is not in the public domain. Such information has been created, discovered, developed by such other Party and its Affiliates or provided to it by a third party, and such other Party and/or its Affiliates holds property rights in such information by assignment, license or otherwise. "Confidential Information" means with respect to a Party, any and all proprietary business information of the disclosing Party and/or its Affiliates and/or of third parties in the possession of the disclosing Party and its Affiliates treated as secret by the disclosing Party and its Affiliates (that is, it is the subject of efforts by the disclosing Party and/or its Affiliates that are reasonable under the circumstances to maintain its secrecy) that does not constitute a Trade Secret (defined below), including, without limitation, the terms of the Agreement, and any and all proprietary information in the possession of such disclosing Party and/or its Affiliates of which the receiving Party and/or its Affiliates become aware as a result of its access to and presence at the other Party's and/or its Affiliates' facilities. "Trade Secrets" mean with respect to a Party, information related to the services and/or business of the disclosing Party and/or its Affiliates and/or of a third party which (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing Party and/or its Affiliates that are reasonable under the circumstances to maintain its secrecy, including without limitation (i) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; (ii) identifying any oral presentation or communication as confidential immediately before, during or after such oral presentation or communication; or (iii) otherwise, treating such information as confidential or secret. Assuming the criteria in sections (a) and (b) above are met, Trade Secrets include, but are not limited to, technical and nontechnical data, formulas, patterns, compilations, computer programs and software, devices, drawings, processes, methods, techniques, designs, programs, financial plans, product plans, and lists of actual or potential customers and suppliers. "Company Information" means collectively the Confidential Information and Trade Secrets. Company Information also includes information which has been disclosed to either Party and/or its Affiliates by a third party which such Party and/or its Affiliates is obligated to treat as confidential or secret.

11.2. OBLIGATIONS

- a) Certegy and IBM will each refrain from disclosing, will hold as confidential, and will use the same level of care to prevent disclosure to third parties and to hold confidential, the Company Information of the other Party as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature but in no event less than a reasonable standard of care. Notwithstanding the foregoing, the Parties and their Affiliates to which a Transaction Document is assigned may disclose Company Information in the case of Certegy and its Affiliates which accept assignment of a Transaction Document, to members of the Certegy Group or to companies divested by the Certegy Group that elect to receive services hereunder as an Authorized User, and in the case of both Parties and their Affiliates, which accept assignment of a Transaction Document, to companies divested by the Certegy Group that elect to receive services hereunder as an Authorized User or to authorized contractors and subcontractors involved in providing and using the Services under the Agreement where: (i) such disclosure is necessary to permit the members of the Certegy Group or any divested companies of the Certegy Group that receive services hereunder as an Authorized User, or any authorized contractor or subcontractor to perform its duties hereunder or use the Services; (ii) members of the Certegy Group and such divested companies of the Certegy Group that elect to receive services hereunder or any authorized contractor or subcontractor agree in writing to observe the confidentiality and restricted use and disclosure covenants and standards of care set forth in this Section 11

and IBM and Certegy are each third party beneficiaries for all purposes; and (iii) IBM in the case of Certegy Company Information received by IBM and/or its Affiliates and disclosed by them as permitted herein or Certegy in the case of IBM Company Information received by Certegy and/or its Affiliates and disclosed by them as permitted herein, assumes full responsibility for the acts or omissions of its Affiliates, contractors and subcontractors or, in the case of Certegy, its divested companies receiving services hereunder as an Authorized User, no less than if the acts or omissions were those of IBM and Certegy respectively.

- b) Neither Certegy nor IBM shall use the Company Information of the other Party except in the case of IBM and its Affiliates and subcontractors, (i) in connection with the performance of the Services and (ii) as otherwise specifically permitted in the Agreement, and in the case of Certegy, its contractors and other members of the Certegy Group, (A) as specifically permitted in the Agreement and (B) in connection with the use of the Services. IBM shall be responsible to ensure that its Affiliates and subcontractors comply with this Section 11.2(b) and Certegy shall be responsible to ensure that the members of the Certegy Group and its contractors comply with this Section 11.2(b).
- c) Without limiting the generality of the foregoing, neither Party nor their Affiliates will publicly disclose the terms of the Agreement, except to the extent permitted by this Section 11 and to enforce the terms of the Agreement, without the prior written consent of the other. Furthermore, neither IBM nor Certegy nor their Affiliates will make any use of the Company Information of the other Party and its Affiliates except as contemplated by the Agreement; acquire any right in or assert any lien against the other Party's Company Information except as contemplated by the Agreement; or refuse to promptly return, provide a copy of or destroy such Company Information upon the request of the disclosing Party.
- d) Notwithstanding any other provision of the Agreement, neither Party will be restricted in using, in connection with its business operations, any data processing or network management ideas, concepts, know-how and techniques which are retained in the minds of employees who have had access to the other Party's Company Information.

### 11.3. EXCLUSIONS

Notwithstanding the foregoing, this Section 11 will not apply to any information which IBM or Certegy can demonstrate was: (a) at the time of disclosure to it, in the public domain; (b) after disclosure to it, published or otherwise becomes part of the public domain through no fault of the receiving party; (c) without a breach of duty owed to the disclosing party, is in the possession of the receiving party at the time of disclosure to it; (d) received after disclosure to it from a third party who had a lawful right to and, without a breach of duty owed to the disclosing party, did disclose such information to it; or (e) independently developed by the receiving party without reference to Company Information of the disclosing party. Further, either Party may disclose the other Party's Company Information to the extent required by law or order of a court or governmental agency. However, the recipient of such Company Information must give the other Party prompt notice and make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information, all at the discloser's cost and expense. It is understood that the receipt of Company Information under the Agreement will not limit or restrict assignment or reassignment of employees of IBM and its Affiliates and the Certegy Group within or between the respective Parties and their Affiliates.

### 11.4. LOSS OF COMPANY INFORMATION

The receiving Party will immediately notify the disclosing Party, orally or in writing in the event of any disclosure, loss, or use in violation of the Agreement of a disclosing Party's Company Information known to the receiving Party.

### 11.5. LIMITATION

The covenants of confidentiality set forth herein (a) will apply after the Effective Date to any Company Information disclosed to the receiving Party before and after the Effective Date and (b) will continue and must be maintained

from the Effective Date through the termination of the relationship between the Parties and (i) with respect to Trade Secrets, until the earlier of ten (10) years after termination of the Agreement or until such Trade Secrets no longer qualify as trade secrets under applicable law; and (ii) with respect to Confidential Information for a period equal to the shorter of two (2) years after termination of the Parties' relationship under the Agreement, or until such Confidential Information no longer qualifies as confidential under applicable law. Neither Party will be responsible for the security of the Company Information of the other Party during transmission via public communications facilities or for the loss of or damage to such information during transmission, except to the extent that such breach of security or loss or damage is caused by the failure of such Party to perform its obligations under the Agreement, including exercising the standard of care set forth in Section 11.2(a).

#### 11.6. DATA

All of Certegy's Company Information (including, without limitation, data, records and reports related to the Certegy Group, the Certegy Business and the Services) is represented by Certegy to be the exclusive property of Certegy, and/or its Affiliates, or the property of third parties licensed to Certegy and/or its Affiliates, and the furnishing of such information, data, records and reports to, or access to such items by, IBM and/or its Affiliates and/or subcontractors will not grant any express or implied license to or interest in IBM and/or its Affiliates and/or subcontractors relating to such information, data, records and reports except as required to perform the Services pursuant to the Agreement. Unless specifically provided otherwise in a Transaction Document, IBM shall have no responsibility with respect to compliance with laws or regulations applicable to the storage, maintenance, and distribution of Certegy Company Information to the extent that any such activity by IBM is performed or implemented in accordance with Certegy's instruction or direction. Upon request by Certegy at any time and from time to time and without regard to the default status of the Parties under the Agreement, IBM and/or its Affiliates and/or subcontractors shall promptly deliver to Certegy Certegy's Company Information (including without limitation all data, records and related reports regarding the Certegy Group, the Certegy Business and the Services) in electronic (tape) format and in such hard copy as existing on the date of the request by Certegy.

#### 12. TERMINATION

##### 12.1. TERMINATION BY CERTEGY

Certegy may terminate any individual Transaction Document for the following reasons:

- a) A material breach of such Transaction Document by IBM and/or its Affiliates that remains uncured for ten (10) days after receipt of written notice thereof; provided, however, if a material breach of such Transaction Document by IBM and/or its Affiliates (other than a breach of Section 11 hereof) occurs that by its nature cannot be cured by IBM in such ten (10) day period but IBM submits a commercially reasonable written plan to Certegy within such period to cure such breach after the ten (10) day period (but in no event more than forty five (45) days after such notice of breach), the cure period for such breach shall be extended to the date set forth in the plan; or
- b) There exists a series of non-material or persistent breaches by IBM and/or its Affiliates that in the aggregate have a material and significant adverse impact (i) on the Services support of the administrative, management, planning, financial reporting or operations functions of the Certegy Group or the portion of the Certegy Group constituting the user group under such Transaction Document, or (ii) on the management of the Services or the portion of the Services covered by such Transaction Document; or
- c) For convenience upon one hundred eighty (180) days prior notice by Certegy to IBM; or
- d) In the event of a Change of Control of IBM or Certegy, upon one hundred eighty (180) days prior notice by Certegy to IBM, which notice must be given within 180 days after the Change of Control; or
- e) IBM and/or its Affiliate that has accepted assignment of such Transaction Document becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws

of the United States or any similar laws of the United States or any state of the United States or any other country or transfers all or substantially all of its assets to another person or entity; or

- f) IBM and/or its Affiliate that has accepted assignment of such Transaction Document incurs Direct Damages to Certegy in excess of the IBM Direct Damages Cap under the circumstances and resulting from the events described in Section 13.1(a) (i); or
- g) Under the circumstances set forth in Section 17.3.

#### 12.2. TERMINATION BY IBM

IBM may terminate any Transaction Document for a material default by Certegy that remains uncured for a period of sixty (60) days after written notice thereof to Certegy from IBM.

#### 12.3. TERMINATION CHARGES

- a) In the event of a termination by Certegy pursuant to Sections 12.1(c) for convenience or (d) for Change of Control. Certegy shall pay IBM the applicable Termination Charge, and Wind-Down Expenses. In the event of a termination by Certegy pursuant to Section 17.3 for a Force Majeure Event, Certegy shall pay IBM the amounts set forth in Section 17.3(c) (ii), but will not be responsible for Termination Charges or Wind-Down Expenses. In the event of a termination by Certegy pursuant to Sections 12.1(a) for cause or (b) for persistent breaches or (e) for Bankruptcy or (f) for exceeding the IBM Direct Damages Cap or Section 3.3 for failing to provide disaster recovery services, Certegy shall not be responsible for the payment of the applicable Termination Charge or Wind-Down Expenses. In the instance of a termination by Certegy pursuant to Section 12.1(b) for persistent non-material breaches. Certegy may not recover any damages from IBM for the defaults and breaches by IBM giving rise to the termination; provided that nothing in this sentence shall preclude any recovery by Certegy pursuant to Section 8.4(b), Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15, or Section 17.3.
- b) Except as set forth in Section 12.3(a), Certegy shall not be obligated to pay any charges that would otherwise accrue and be payable by Certegy pursuant to the Agreement or any Transaction Document after the effective date of the expiration or termination of the Agreement or any such Transaction Document.

#### 12.4. [RESERVED]

#### 12.5. SERVICES TRANSFER ASSISTANCE

- a) The Parties agree that IBM will cooperate with the Certegy Group to assist in the orderly transfer of the services, functions, responsibilities, tasks and operations comprising the Services under each Transaction Document provided by IBM and its Affiliates hereunder to one or more members of the Certegy Group itself or another services provider in connection with the expiration or earlier termination of the Agreement and/or each Transaction Document for any reason, however described. Neither the Term of the Agreement nor any Transaction Document shall be deemed to have expired or terminated until the Services Transfer Assistance thereunder is completed. Upon Certegy's request IBM or its Affiliate shall provide transfer assistance in connection with migrating the work of the Certegy Group to the Certegy Group itself or another services provider ("Services Transfer Assistance") commencing up to one (1) year prior to expiration or upon any notice of termination, or of non-renewal of the Agreement or any Transaction Document. In the event Certegy shall repeatedly fail to pay any amounts when due and payable under the Agreement within two (2) years of the start of Services Transfer Assistance, with or without an attendant termination for cause by IBM, IBM shall not be required to provide Services Transfer Assistance unless Certegy prepays the applicable Monthly Charges for the entire duration of Services Transfer Assistance, if any, applicable to the Transaction Document(s) being terminated and a reasonable projection of other charges due under such Transaction Documents for the entire period Certegy requests Services Transfer Assistance. In no event will Certegy's holding of or escrow of monies in compliance with Section 9.12 be considered a failure by Certegy to pay amounts due and payable hereunder. Further, IBM shall provide the

Services Transfer Assistance in accordance with this Section 12.5 even in the event of Certegy's material breach (other than an uncured payment default) with or without an attendant termination for cause by IBM, if Certegy prepays a reasonable projection of the other charges due under the Transaction Document(s) being terminated (other than the Monthly Charge which shall be paid monthly as provided in the Supplement) for the Services Transfer Assistance for the entire period Certegy desires IBM to provide such services to the Certegy Group or its designees. Services Transfer Assistance shall be provided through the effective date of the expiration or termination of the Services under the Transaction Documents being terminated, and upon request by Certegy, the effective date of such expiration or termination shall be extended for up to one (1) year thereafter pursuant to the terms and conditions of the Agreement and applicable Transaction Document(s) and such period shall be considered an extension of the Term and the term of such Transaction Documents, however any such extension shall not affect the payment date or amount of any applicable Termination Charges, which Termination Charges shall be due and payable as of the initially noticed effective date of termination. Services Transfer Assistance shall include, but not be limited to, providing the Certegy Group and their respective agents, contractors and consultants, as necessary, with services described in a Schedule to each Transaction Document.

- b) If any Services Transfer Assistance provided by IBM requires the utilization of additional resources that IBM would not otherwise use in the performance of the Agreement and applicable Transaction Documents but for which there is a current Resource Unit Baseline. Certegy will pay IBM for such usage at the then-current applicable Transaction Document(s) charges and in the manner set forth in the applicable Transaction Document(s). If the Services Transfer Assistance requires IBM to incur costs that IBM would not otherwise incur in the performance of the Services under the Agreement and applicable Transaction Document(s), then IBM shall notify Certegy of the identity and scope of the activities requiring that IBM incur such costs and the projected amount of the charges that will be payable by Certegy for the performance of such assistance. Upon Certegy's authorization, IBM shall perform the assistance and invoice Certegy for such charges. Within thirty (30) business days after the date of the invoice, Certegy shall pay IBM for authorized, additional charges incurred to provide such assistance to Certegy.
- c) If Certegy exercises its option to prepay the Monthly Charges and other charges reasonably projected by IBM for Services Transfer Assistance with regard to any Transaction Document and it is determined that such prepayment is in excess of the actual charges associated with the Services Transfer Assistance, then IBM shall apply such overpayment to monies otherwise due IBM or, if no monies are due IBM, promptly refund such overpayment to Certegy at the end of such Services Transfer Assistance. Conversely, if the amount prepaid by Certegy to IBM for Services Transfer Assistance with regard to any Transaction Document does not fully reimburse IBM for the actual Monthly Charges due and costs incurred by IBM and chargeable to Certegy hereunder for the provision of Services Transfer Assistance to Certegy, then IBM shall invoice Certegy and Certegy shall promptly pay IBM for such additional amounts as incurred and invoiced to Certegy.

#### 12.6. OTHER RIGHTS UPON TERMINATION

At the expiration or earlier termination of the Agreement and/or any Transaction Document for any reason, however described, IBM agrees in each such instance, as applicable:

- 1) Upon Certegy's request, IBM agrees to sell to Certegy or its designee for the fair market value thereof, the IBM Machines owned by IBM then currently being used by IBM primarily to perform the Services or the portion of the Services covered by the Transaction Document, as applicable. In the case of IBM Machines that IBM is leasing and using primarily to perform the Services, IBM agrees to permit Certegy or its designee to either buy-out the lease on the IBM Machines and purchase the IBM Machines from the lessor or assume the lease(s) and secure the release of IBM thereon, subject to the terms of the applicable lease. Certegy shall be responsible for any sales, use or similar taxes associated with such purchase of such IBM Machines or the assumption of such leases.
- b) IBM will grant to the members of the Certegy Group and their Affiliates an irrevocable, nonexclusive, worldwide, perpetual, paid-up source and object code license to use, execute, operate, reproduce, display,

perform, distribute, modify, Develop and personalize, and create Derivative Works from, the IBM Derivative Code, IBM Code. IBM Works and IBM Interfaces as a part of and in connection with the Certegy Business, and the right to sublicense third parties to do any of the foregoing for the members of the Certegy Group. Except as specifically set forth in this Section 12.6(b), nothing in this Section 12.6(b) grants Certegy any license to any materials from which IBM Derivative Code or IBM Works are derived.

- c) IBM will provide to the Certegy Group a source code and an object code license for IBM Software proprietary to IBM and not otherwise owned by or licensed to Certegy in accordance with Section 12.6(b) and not generally commercially available for use by the Certegy Group as a part of and in connection with the Certegy Business, upon terms and prices to be mutually agreed upon by the Parties (which prices shall not be greater than those then offered to other customers of IBM as described in Section 9.11 or, in the case where no such customers exist, other third parties). At Certegy's option, IBM will recommend a mutually agreeable commercially available substitute, if available, to perform the same function.
- d) Subject to Section 12.6(e), if IBM has licensed or purchased and is using any generally commercially available Software to provide the Services to the Certegy Group at the date of expiration or termination of the Agreement or any Transaction Document, Certegy may elect to take a transfer or an assignment of the license for such software (and any attendant maintenance agreement), subject to the terms of such license, and reimburse IBM for the initial license or purchase charges for such IBM Software in an amount equal to the remaining unamortized cost of such Software, if any, depreciated over a five (5) year life. Certegy shall also pay any transfer fee or charge imposed by the applicable vendor and not the obligation of IBM hereunder, and subject to Certegy's acceptance of any applicable vendor terms and conditions, such licensed Software shall be transferred or assigned to Certegy.
- e) If IBM has licensed or purchased and is using any generally commercially available Software to provide the Services to the Certegy Group and other IBM customers in a shared environment at the date of expiration or termination of the Agreement or any Transaction Document, IBM, upon request by Certegy, will assist Certegy in obtaining licenses for such Software (and any attendant maintenance agreement) subject to Certegy's payment of any license fee and other charge imposed by the applicable vendor.
- f) IBM will use commercially reasonable efforts to negotiate license arrangements with third parties that will minimize the amount of license and maintenance agreement transfer and assignment fees to be paid by Certegy. Certegy may participate in the negotiation of such license and maintenance agreement arrangements. IBM shall provide reasonable advance written notice to Certegy of such anticipated negotiations.
- g) Upon the date of expiration or termination of the Agreement or any Transaction Document for any reason, the Certegy Group shall have the right to make offers of employment to any or all IBM employees performing Services on a substantially full time basis for the Certegy Group hereunder or under such Transaction Document, as applicable ("Service Employees"). Promptly after either Party provides the other Party written notice of termination or expiration with the prior consent of each Services Employee (each of whom IBM will notify of Certegy's interest), IBM agrees, subject to the agreement of the Service Employees, to supply Certegy with the names and resumes requested by Certegy for the purpose of exercising its rights under this Section 12.6, at no charge. Certegy's rights under this Section 12.6 will take precedence over any IBM/employee employment contract or covenant that may otherwise limit an employee's right to accept employment with the Certegy Group.
- h) Upon Certegy's request, IBM will transfer or assign to Certegy or its designee, on mutually acceptable terms and conditions, any Third Party Agreements not otherwise treated in this Section 12.6, applicable solely to services being provided to Certegy, including, without limitation, Third Party Agreements for maintenance, Disaster Recovery Services and other necessary third party services then being used by IBM to perform the Services subject to the payment by Certegy of any transfer fee or charge imposed by the applicable vendors.

12.7. EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS

Notwithstanding the expiration or earlier termination of the Services or the Agreement or any Transaction Document for any reason however described, the following Sections of the Agreement shall survive any such expiration or termination: Section 8.4(b), Section 10, Section 11, Section 12.5, Section 12.6, Section 12.7, Section 13, Section 14, Section 15, Section 16.1 and Section 17.

13. LIABILITY

13.1. LIABILITY CAPS

- a) Except as provided in Section 13.2, the liability of IBM and its Affiliates to Certegy and its Affiliates under each Transaction Document arising out of or resulting from the performance or non-performance of IBM and/or its Affiliates and/or subcontractors of the Services and its obligations under such Transaction Document shall be limited in the aggregate for all claims, causes of action or occurrences:
- 1) to Direct Damages incurred by Certegy and its Affiliates equal to the charges paid by Certegy for the Services set forth in the supplement to such Transaction Document during the twelve (12) calendar months immediately prior to the first event which is the subject of the first claim or if twelve (12) months have not elapsed in the term of such Transaction Document at the time of the first such event, the charges to Certegy for the Services set forth in such Supplement during the first twelve (12) months of the term of such Transaction Document ("IBM Direct Damages Cap"); and
  - 2) in the event Certegy claims Direct Damages for event(s) which are the subject matter of claim(s) or cause(s) of action which are the basis for and result in Certegy's termination of the Agreement or any Transaction Document pursuant to Section 12.1 (a) for cause or (e) for Bankruptcy, and the IBM Direct Damages Cap operates to preclude Certegy's recovery of its full amount of Transition Cover Costs, then Certegy shall be entitled to recover an additional amount from IBM, not to exceed fifty percent (50%) of the Direct Damages Cap, which amount shall be applied only toward such unrecovered Transition Cover Costs.
- b) Except as provided in Section 13.2, the liability of Certegy to IBM arising out of or resulting from the performance and non-performance of its obligations under each Transaction Document shall be limited in all cases to Direct Damages which in the aggregate shall not exceed the amounts payable by Certegy upon a termination of such Transaction Document for convenience under Section 12.3(a) (the "Certegy Direct Damages Cap"). The IBM Direct Damages Cap and the Certegy Direct Damages Cap are herein collectively called the "Direct Damages Caps".

13.2. EXCLUSIONS

The provisions of Section 13.1 will not apply to (a) failure to pay amounts that are due and payable under the Transaction Documents, including but not limited to Monthly Charges, charges for New Services, Termination Charges, Wind-Down Expenses, accrual and distribution of disputed amounts and interest under Section 9.12 and amounts payable under Section 17.3(c)(ii); (b) the indemnification obligations of the Parties pursuant to Section 14; (c) Losses arising from a violation of the confidentiality provisions of Section 11; (d) amounts to be paid or credited to Certegy as Service Credits; (e) amounts payable by IBM under the force majeure provisions of Section 17.3(c)(i) of the Agreement; and (f) amounts payable to Certegy under Section 9.10 (Other Credits).

13.3. DIRECT DAMAGES AND COVER CHARGES

Unless specifically provided to the contrary in the Agreement, neither party shall have any liability whether based on contract, tort (including without limitation, negligence), warranty, guarantee or any other legal or equitable grounds to the other party for any damages other than Direct Damages.

- a) "Direct Damages" mean actual, direct damages incurred by the claiming Party which include, by way of example but without limitation, (i) the costs to correct any deficiencies in the Services rendered by IBM, (ii) the difference in the amounts to be paid to IBM hereunder and the charges to be paid to another service or product provider to provide, and/or the costs incurred by Certegy and/or its Affiliates to perform, all or a portion of the Services during any period or periods that IBM and/or its Affiliates are failing to provide, or are deficient in their performance of, the Services, (iii) the Service Credits, (iv) Transition Cover Costs, and (v) similar damages, but "Direct Damages" shall not include (A) loss of interest, profit or revenue of the claiming Party or (B) incidental, consequential, special or indirect damages suffered by the claiming Party (except as the damages described in (A) and (B) are included as a part of the Termination Charge and the Service Credits or as otherwise provided for in the Agreement) and shall not include punitive or exemplary damages suffered by the claiming Party arising from or related to the Agreement, even if such Party has been advised of the possibility of such losses or damages.
- b) "Transition Cover Costs" means all costs and expenses incurred by the Certegy Group to transition to another provider of information management and communications services, and/or take in-house, some or all of such functions, responsibilities, tasks and activities comprising the portion of the Services provided under a terminated Transaction Document, after commercially reasonable efforts to mitigate such costs and expenses.

#### 13.4. DEPENDENCIES

In no event will IBM or its subcontractors be liable for any damages if and to the extent caused by Certegy's or its Affiliates' or its subcontractors' failure to perform its responsibilities hereunder provided, however, for the purposes of this Section 13.4, neither IBM nor its Affiliates nor the Third Party Providers shall be considered a subcontractor of Certegy. Neither Certegy nor its Affiliates or subcontractors shall be liable for any damages if and to the extent caused by any failure to perform by IBM or its Affiliates or subcontractors.

#### 13.5. REMEDIES

At its option, Certegy may seek all remedies available to it under law and in equity or recover as liquidated damages the Service Credits, subject to the limitations and provisions specified in this Section 13. If IBM's provision of the Services is such that IBM would otherwise owe Certegy a Service Credit and Certegy elects to recover Service Credits, Certegy's recovery of Service Credits shall constitute acknowledgment by Certegy of full satisfaction and release of any claim by Certegy that IBM has breached its obligations under the Agreement with respect to any such event(s) giving rise to the Service Credits. However, within three (3) calendar months of the receipt of any Service Credits Certegy received with respect to any action or inaction by IBM upon which Certegy is basing termination for cause under Section 12.1(a) or termination for persistent breaches under Section 12.1(b), Certegy may return, such Service Credits and pursue a damage claim against IBM, if any such claim exists.

#### 14. INDEMNITIES

##### 14.1. INDEMNITY BY IBM

IBM will indemnify and hold each member of the Certegy Group and their respective officers, directors, employees, agents, successors, contractors and assigns (each an "Indemnitee") harmless from and against any and all Losses incurred by any of them arising from or in connection with:

- a) any Claims of infringement of any patent or any copyright, trademark, service mark, trade name, trade secret, or similar property right conferred by contract or by common law or by any law of any country, including without limitation, the United States, and any other applicable jurisdiction or any state, alleged to have been incurred because of or arising out of any aspect of the Services (including without limitation any information technology, information management and communications services, equipment, software or other resources) provided by IBM and/or its Affiliates or subcontractors in its performance of the Services; provided, however, IBM will have no obligation with respect to any Losses to the extent arising from or in connection with Claims for copyright infringement and/or breach of software licenses related to the

Services committed by an Indemnitee or any employee of an Indemnitee that is not the result of IBM and/or its Affiliates or subcontractors failing to perform its obligations under the Agreement including, without limitation, obtaining any Required Consent for which it has responsibility; and provided, further, that IBM will have no obligation with respect to any Losses to the extent arising out of or in connection with an Indemnitee's modification of a program or a machine provided by IBM and/or its Affiliates or subcontractors, or an Indemnitee's combination, operation or use of the services, equipment, software or other resources provided by IBM and/or its Affiliates or subcontractors with devices, data, programs or other resources not furnished by, through or at the specification of IBM or its Affiliates or subcontractors, or an Indemnitee's use of equipment or software provided by IBM and/or its Affiliates to such Indemnitee under a Transaction Document in a country or countries other than those countries specifically designated in the Transaction Document or a written notice to Certegy from IBM,

- b) any Claims, however described (including without limitation, failure to obtain Required Consents or arising from IBM's exercise of its rights to terminate, modify or change the Third Party Agreements pursuant to Section 8.3(a), accruing during the term of a Transaction Document (that is, not arising or resulting from a breach by the Certegy Group before such effective date or after the termination date of such Transaction Document) regarding any Third Party Agreement covered by such Transaction Document; provided, however, IBM will have no obligation with respect to any Losses to the extent arising out of or in connection with Claims for copyright infringement and/or breach of software licenses related to the Services (i) committed by any Indemnitee or any employee of an Indemnitee that is not the result of IBM and/or its Affiliates or subcontractors failing to perform its obligations under such Transaction Document including, without limitation, obtaining any Required Consent for which it has responsibility or (ii) to the extent arising out of or result from Certegy failing to perform its obligations under the Agreement including obtaining any Required Consent for which it has responsibility;
- c) any Claims for personal injuries, death or damage to tangible personal or real property of third parties including employees of IBM, its Affiliates, contractors and subcontractors caused by the negligence or willful misconduct of IBM, its employees, Affiliates, contractors or subcontractors; provided that IBM will have no obligation under this part, to the extent the same arise out of or in connection with the negligence or willful misconduct of a member of the Certegy Group;
- d) any Claims for amounts, including but not limited to taxes, interest and penalties, assessed or claimed against the Certegy Group which are obligations of IBM under the Agreement;
- e) any Claim for violation of environmental laws or regulations arising out of the Agreement or as a result of the Services performed at the Facilities, the Data Center or the other Certegy sites or locations to the extent IBM or its Affiliates or subcontractors has caused the environmental damage or violation of the environmental laws or regulations from which the Claim arises;
- f) any Claims directly attributable to IBM's decision to request that Certegy cancel, substitute, terminate, change, add or breach any Third Party Agreement and Certegy's assent to and compliance with such decision and Losses (not to exceed the financial estimate specified in Section 3.8(d) incurred by Certegy associated with such decision by IBM and compliance by Certegy;
- g) any Claims for penalties, interest and other charges imposed by a taxing authority (except the actual taxes payable by Certegy under the terms of the Agreement) arising out of or resulting from IBM issuing an incorrect invoice or other information provided to Certegy in writing regarding its charges to Certegy for the Services to Certegy;
- h) any Claims by any Affected Employees arising out of or resulting from their employment, or the termination of their employment, with IBM and/or its Affiliates, except to the extent any such Claim arises from a wrongful act of Certegy and/or its Affiliates and/or subcontractors; and
- i) any Claims arising out of or resulting from a breach by IBM and/or its Affiliates of Section 4.6 of this Master Agreement to the extent that such regulatory approvals, permits, laws and regulatory requirements

are of specific application to the provision of information technology services by IBM and/or its Affiliates to the Certegy Group under the Agreement.

In the event and to the extent that a Claim is made against an Indemnitee by an employee of IBM, its contractors or subcontractors providing services, products and/or software hereunder, the Parties agree that IBM shall indemnify and hold harmless the Indemnitee to the same extent as if the Claim was made by a non-employee of IBM, its contractors or subcontractors. IBM's indemnification hereunder shall be primary and immediate. Accordingly, in addition to other provisions herein, and in order to render the Parties' intent and this indemnification agreement fully enforceable, IBM, in an indemnification claim hereunder, expressly and without reservation waives any defense or immunity it may have under any applicable workers' compensation law(s) or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. This waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision.

#### 14.2. INDEMNITY BY CERTEGY

Certegy will indemnify and hold harmless IBM, its Affiliates that are assignees of a Transaction Document, and their respective officers, directors, employees, agents, successors and assigns (each an "IBM Indemnitee") harmless from and against any and all Losses incurred by any of them arising from or in connection with:

- a) any Claims of infringement of any patent or any copyright, trademark, service mark, trade name, trade secret, or similar property right conferred by contract or by common law or by any law of any country, including without limitation, the United States and any other applicable jurisdiction or any state, alleged to have been incurred because of or arising out of any equipment, materials and other resources (including without limitation information technology, information management and communications services equipment, software or other resources) provided to IBM and/or its Affiliates by the Certegy Group in connection with the performance of the Services; provided, however, Certegy will have no obligation with respect to any Losses to the extent arising out of or in connection with Claims for copyright infringement and/or breach of software licenses related to the Services, committed by an IBM Indemnitee or any employee of an IBM Indemnitee that is not the result of the Certegy Group failing to perform its obligations under the Agreement including, without limitation, obtaining any Required Consent for which it has responsibility; and provided, further, that Certegy will have no obligation with respect to any Losses to the extent arising out of or in connection with an IBM Indemnitee's modification of a program or a machine provided by a member of the Certegy Group, or a IBM Indemnitee combination, operation or use of the equipment, software or other resources provided by the Certegy Group with devices, data, programs or other resources not furnished by the Certegy Group, or an IBM Indemnitee's use of equipment or software provided by the Certegy Group to such IBM Indemnitee's under a Transaction Document in a country or countries other than those countries specifically designated in the Transaction Document or a written notice to IBM from Certegy or an applicable Third Party Agreement;
- b) any Claims accruing before the effective date or after the termination date of a Transaction Document regarding any Third Party Agreements between members of the Certegy Group and a third party covered by such Transaction Document, including without limitation, failure to obtain Required Consents but not including Claims arising or resulting from IBM and/or its Affiliates failing to perform its obligations under the Agreement including, without limitation, obtaining any Required Consent for which it has responsibility;
- c) any Claims for amounts, including without limitation, taxes, interest and penalties assessed or claimed against IBM which are obligations of Certegy under the Agreement,
- d) any Claims for personal injuries, death or damage to tangible personal or real property of third parties including employees of the Certegy Group caused by the negligence or willful misconduct of the Certegy Group or their employees; provided that Certegy will have no obligation, under this part, to the extent the same arise out of or in connection with the negligence or willful misconduct of IBM, its Affiliates or subcontractors;

- e) any Claims arising out of or resulting from the operations of the Certegy Group, including the provision of access to the Services pursuant to Section 17.15, to the extent such Claims do not arise out of a breach of the Agreement by IBM and are not the subject of a specific indemnity provided to Certegy by IBM in Section 14.1; provided, however, that Certegy will have no obligation under this item, to the extent the Claims arise out of or result from the negligence or willful misconduct of IBM, its Affiliates or subcontractors;
- f) any Claim for violation of environmental laws or regulations arising out of the Services performed at the Facilities, the Data Center or other Certegy Group sites or locations except to the extent that IBM or its Affiliates or subcontractors has caused the environmental damage or violation of the environmental laws or regulations from which the Claim arises;
- g) any Claims by any Affected Employees arising out of or resulting from their employment, or the termination of their employment, with Certegy, except to the extent any such Claim arises from a wrongful act of IBM and/or its Affiliates and/or subcontractors; and
- h) any Claims arising out of or resulting from the operations of the Certegy Group and arising from acts of Authorized Users.

In the event and to the extent that a Claim is made by an employee of a member of the Certegy Group against an IBM Indemnitee, the Parties agree that Certegy shall indemnify and hold harmless the IBM Indemnitee to the same extent as if the Claim was made by a non-employee of the members of the Certegy Group. Certegy's indemnification hereunder shall be primary and immediate. Accordingly, in addition to other provisions herein, and in order to render the Parties' intent and this indemnification agreement fully enforceable, Certegy, in an indemnification Claim hereunder, expressly and without reservation waives any defense or immunity it may have under any applicable workers' compensation law(s) or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. This waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision.

#### 14.3. EMPLOYMENT ACTIONS

It is agreed that IBM shall be solely and exclusively responsible for personnel decisions affecting IBM's employees, contractors, subcontractors and agents (including without limitation, hiring, promotions, training, compensation, evaluation, discipline, and discharge). Certegy shall be solely and exclusively responsible for personnel decisions affecting employees, contractors, and agents of the members of the Certegy Group (including without limitation, hiring, promotion, training, compensation, evaluation, discipline and discharge).

#### 14.4. EXCLUSIVE REMEDY

The indemnification rights of each Indemnitee and IBM Indemnitee (individually an "Indemnified Party") for third party Claims pursuant to Sections 14.1 and 14.2, shall be the sole and exclusive remedy of such Indemnified Party with respect to each such third party Claim to which such indemnification relates.

#### 14.5. INDEMNIFICATION PROCEDURES

- a) Written notice shall be given to the Party that is obligated to provide indemnification under Sections 14.1 and 14.2 (the "Indemnifying Party"), if any civil, criminal, administrative or investigative action or proceeding is commenced or threatened by a third party (any of the above being a "Claim") against any Indemnified Party. Such notice shall be given as promptly as practicable but in all events, within a period that will not prejudice the rights of the Indemnified Party under the Agreement to defend the Claim. After such notice, if the Indemnifying Party acknowledges in writing to the Indemnified Party that the Agreement applies with respect to such Claim, then the Indemnifying Party shall be entitled to take control of the defense and investigation of such Claim and to employ and engage attorneys of its sole choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party must deliver written notice of its election of taking such control of the claim to the Indemnified Party not fewer

than ten (10) days prior to the date on which a response to such Claim is due or such lesser period as is reasonable given the nature of the Claim and the notice and response time permitted by law or the facts and circumstances. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial, defense and settlement of such Claim and any appeal arising therefrom. The Indemnified Party may participate in such investigation, trial, defense and settlement of such Claim and any appeal arising therefrom, through its attorneys or otherwise, at its own cost and expense. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party, which consent will not be unreasonably withheld.

- b) After notice to the Indemnified Party of the Indemnifying Party's election to assume full control of the defense of any such Claim, the Indemnifying Party shall not be liable for any legal expenses incurred thereafter in connection with the defense of that Claim by the Indemnified Party. If the Indemnifying Party does not promptly assume full control over and diligently pursue the defense of a Claim as provided in this Section 14.5, the Indemnified Party shall have the right to defend, settle or otherwise resolve the Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party, and the Indemnifying Party may participate in such defense, at its sole cost and expense. In no event shall any settlement of the Claim pursuant to this Section 5(b) require the consent of the Indemnifying Party.

#### 14.6. LIMITATION

Notwithstanding anything to the contrary in this Master Agreement, the provisions of Section 13.2 of this Master Agreement shall not apply to the indemnification obligations of IBM pursuant to Section 14.1(i) of the Master Agreement.

#### 15. INSURANCE AND RISK OF LOSS

##### 15.1. IBM INSURANCE

During the Term of the Agreement, IBM and each IBM contractor and subcontractor shall maintain and keep in force, at its own expense, the following minimum insurance coverages and minimum limits:

- a) workers' compensation insurance, with statutory limits as required by the various laws and regulations applicable to the employees of IBM or any IBM contractor or subcontractor;
- b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$500,000 each accident;
- c) comprehensive or commercial general liability insurance, covering claims for bodily injury, death and property damage, including premises and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverages, with limits as follows: (1) occurrence/aggregate limit of \$ 1,000,000 for bodily injury, death and property damage per occurrence of \$2,000,000 combined aggregate, or (2) split liability, without aggregate limits, of (i) \$2,000,000 for bodily injury per person; (ii) \$2,000,000 for bodily damage per occurrence; and (iii) \$500,000 per occurrence for property damage;
- 1) comprehensive automobile liability insurance, covering owned, non-owned and hired vehicles, with limits as follows (1) combined single limit of \$1,000,000 for bodily injury, death and property damage per occurrence; or (2) split liability limits of (i) \$ 1,000,000 for bodily injury per person; (ii) \$ 1,000,000 for bodily injury per occurrence, and (iii) \$250,000 for property damage; and
- d) all-risk property insurance, on a replacement cost basis, covering the real and personal property of IBM which IBM is obligated to insure by the Agreement. Such real and personal property may include buildings, equipment, furniture, fixtures and supply inventory.

All such policies of insurance of IBM and its contractors and subcontractors shall provide that the same shall not be canceled nor the coverage modified nor the limits changed without first giving thirty (30) days prior written notice thereof to Certegy. No such cancellation, modification or change shall affect IBM's obligation to maintain the insurance coverages required by the Agreement. Except for workers' compensation insurance, Certegy shall be named as an additional insured on all such required policies. All liability insurance policies shall be written on an "occurrence" policy form. Certegy shall be named as loss payee as its interest may appear on the property insurance policies of IBM. IBM shall be responsible for payment of any and all deductibles from insured claims under its policies of insurance. The coverage afforded under any insurance policy obtained by IBM pursuant to the Agreement shall be primary coverage regardless of whether or not Certegy has similar coverage. IBM and its contractors and subcontractors shall not perform under the Agreement without the prerequisite insurance. Upon Certegy's request, IBM shall provide Certegy with certificates of such insurance including renewals thereof. Unless previously agreed to in writing by Certegy, IBM's contractors and subcontractors shall comply with the insurance requirements herein. The minimum limits of coverage required by the Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies. If IBM or its contractors or subcontractors shall fail to comply with any of the insurance requirements herein, upon written notice to IBM by Certegy and a ten (10) day cure period, Certegy may, without any obligation to do so, procure such insurance and IBM shall pay Certegy the cost thereof plus a reasonable administrative fee as designated by Certegy. The maintenance of the insurance coverages required under the Agreement shall in no way operate to limit the liability of IBM to Certegy under the provisions of the Agreement.

The parties do not intend to shift all risk of loss to insurance. The naming of Certegy as additional insured is not intended to be a limitation of Provider's liability and shall in no event be deemed to, or serve to, limit Provider's liability to Certegy to available insurance coverage or to the policy limits specified in this Section 14, nor to limit Certegy's rights to exercise any and all remedies available to Certegy under contract, at law or in equity.

#### 15.2. RISK OF PROPERTY LOSS

IBM is responsible for risk of loss of, or damage to, the Software, Machines, Certegy Provided Office Furnishings and Certegy Group data in its possession or control, and Certegy is responsible for risk of loss of, or damage to, the Software, Machines and Certegy Group data in its possession or control.

#### 15.3. MUTUAL WAIVER OF SUBROGATION

- a) To the extent permitted by law, IBM and its Affiliates, contractors, subcontractors, and their respective directors, officers, employees, agents and insurers hereby waive their rights of subrogation against the member of the Certegy Group and their respective directors, officers, employees, agents, contractors and subcontractors for any loss or damage to the IBM Machines, IBM Software, and other tangible and intangible, real and personal property of IBM and its Affiliates, contractors and subcontractors resulting from operations in connection with the Agreement. Each property and worker's compensation insurance policy of IBM and its Affiliates, contractors and subcontractors shall be endorsed to provide a waiver of any and all rights of subrogation against the Certegy Group and their respective directors, officers, employees, agents, contractors and subcontractors for loss resulting from operations in connection with the Agreement.
- b) To the extent permitted by law, Certegy, the other members of the Certegy Group and their respective directors, officers, employees, agents and insurers hereby waive their rights of subrogation against IBM and its Affiliates, contractors and subcontractors for any loss or damage to the Certegy Provided Hardware, Certegy Software, Certegy Provided Office Furnishings and other tangible and intangible, real and personal property of Certegy and the other members of the Certegy Group resulting from operations in connection with the Agreement. Each property and worker's compensation insurance policy of Certegy shall be endorsed to provide a waiver of any and all rights of subrogation against IBM and its Affiliates, contractors and subcontractors for loss resulting from operations in connection with the Agreement.

16. DISPUTE RESOLUTION

16.1. DISPUTE RESOLUTION PROCEDURES

- a) Any dispute between the Parties either with respect to the interpretation of any provision of the Agreement or with respect to the performance hereunder by IBM or by Certegy or their respective Affiliates shall be resolved as specified in this Section 16.1.
- 1) Upon the written request of either Party, a dispute shall be submitted to the Integrated Planning Team for resolution.
  - 2) The Integrated Planning Team shall meet as often as necessary to gather and furnish to each Party all non-privileged information with respect to the matter in issue which is appropriate and germane in connection with its resolution.
  - 3) The Integrated Planning Team shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.
  - 4) During the course of such negotiation, all reasonable requests made by one Party to the other for nonprivileged information reasonably related to the Agreement, will be honored in order that each Party may be fully advised of the other Party's position.
  - 5) The specific format for such discussions will be left to the discretion of the Integrated Planning Team, but may include the preparation of agreed upon statements of fact or written statements of position furnished by each Party to the other Party.
- b) If the Integrated Planning Team does not resolve the dispute within thirty (30) days after the date of receipt by the other Party of a request to submit the dispute to the Integrated Planning Team as described in Section 16.1 (a) (1) (the "Notice"), then the dispute shall be escalated to an officer of Certegy and an officer of IBM, for their review and resolution within forty-five (45) days after receipt of the Notice.
- c) If the officers referred to in Section 16.1(b) do not resolve the dispute within forty-five (45) days after the Notice, then the dispute shall be escalated to the President of Certegy and the IBM corporate officer in charge of IBM Global Services, for their review and resolution within sixty (60) days after the Notice.
- d) If the dispute is not resolved by the Parties' representatives identified in Section 16.1(c) within ninety (90) days after the Notice, the Parties agree to try in good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to litigation or some other dispute resolution procedure.
- e) If the dispute is not resolved by mediation within one hundred twenty (120) days after the Notice, then the Parties may initiate formal proceedings; however, formal proceedings for the judicial resolution of any such dispute may not be commenced until the earlier of:
- 1) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or
  - 2) one hundred twenty (120) days after the Notice; or
  - 3) thirty (30) days before the statute of limitations governing any cause of action relating to such dispute would expire.

Notwithstanding anything to the contrary in this Section 16.1(e), the Integrated Planning Team shall have the authority to stay the time periods set forth in this Section 16.1 upon unanimous vote of its members to take such action.

- f) Notwithstanding any other provision of this Section 16.1, either Party may resort to court action for injunctive relief at any time if the dispute resolution processes set forth in this Section would permit or cause irreparable injury to such Party or any third party claiming against such Party, due to delay arising out of the dispute resolution process.

#### 16.2. CONTINUED PERFORMANCE

The Parties agree to continue performing their respective obligations under the Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of the Agreement or unless such performance is prevented by the actions of the other Party.

#### 17. GENERAL

##### 17.1. RELATIONSHIP OF PARTIES

The Agreement shall not be construed as constituting either Party or its Affiliates as partner of the other Party and its Affiliates or to create any other form of legal association that would impose liability upon one Party or its Affiliates for the act or failure to act of the other Party and its Affiliates or as providing either Party, or its Affiliates with the right, power or authority (express or implied) to create any duty or obligation of the other Party and its Affiliates, except as provided in Section 8.3. Each Party shall be responsible for the management, direction and control of the employees of such Party and its Affiliates and such employees shall not be employees of the other Party or its Affiliates.

Each Party will submit to the other Party all advertising, written sales promotion, press releases and other publicity matters relating to the Agreement in which the other Party's or its Affiliate's name or mark is mentioned or language from which the connection of said name or mark may be inferred or implied, and will not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other Party. However, either Party may include the other Party's and/or its Affiliates name and a factual description of the work performed under the Agreement on employee bulletin boards, in its list of references and in the experience Section of proposals to third parties, in internal business planning documents and in its annual report to stockholders, and whenever required by reason of legal, accounting or regulatory requirements.

##### 17.2. ENTIRE AGREEMENT, UPDATES, AMENDMENTS AND MODIFICATIONS

The Agreement (including the Transaction Documents and the Supplement and Schedules thereto) constitutes the entire agreement of the Parties and their Affiliates with regard to the Services and matters addressed therein, and all prior agreements (including, without limitation, the Agreement for Systems Operations Services dated April 20, 1993, as amended), letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Transaction Documents and the Supplement and Schedules) and are superseded and merged into the Agreement (including the Transaction Documents and the Supplement and Schedules thereto). Updates, amendments and modifications to the Agreement including the Transaction Documents may not be made orally, but shall only be made by a written document signed in the case of this Master Agreement by both Parties and in the case of each Transaction Document, by the Parties and, if applicable, permitted assignees of such Transaction Documents. Any terms and conditions varying from the Agreement (including the Transaction Documents and the Supplement and Schedules thereto) on any order or written notification from either Party or its Affiliates shall not be effective or binding on the other Party or its Affiliates.

##### 17.3. FORCE MAJEURE

- a) Neither Party shall be liable for any default or delay in the performance of its obligations hereunder, except for payment defaults, if and to the extent and while such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of such Party and its Affiliates other than strikes, lockouts, or labor difficulties initiated by such Party's or its Affiliates or subcontractor's employees; and provided such default or delay could not

have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party or its Affiliates through the use of alternate sources, work-around plans or other means, (individually, each being a "Force Majeure Event").

- b) If a Force Majeure Event occurs, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone and describe at a reasonable level of detail the circumstances causing such delay (to be confirmed in writing within twenty-four (24) hours after the inception of such delay).
- c) If any Force Majeure Event substantially prevents, hinders, or delays performance of the Services under any Transaction Document necessary for the performance of the critical functions of the Certegy users of such Services for more than fifteen (15) consecutive days, then at Certegy's option:
  - 1) Certegy may procure such Services from an alternate source. Provided Certegy has not terminated the applicable Transaction Document pursuant to Section 17.3(c) (ii) and Certegy continues to make payment to IBM under such Transaction Document and Certegy exerts reasonable efforts to mitigate amounts payable to the alternate source, IBM will directly and timely pay the alternate source the full amount charged by such alternate source for the provision of such Services to Certegy until such time as IBM restores the Services and meets the Performance Standards but in no event for more than one hundred eighty (180) days; and/or
  - 2) Until such time as IBM has restored the Services, Certegy may terminate the Transaction Document as of a date specified by Certegy in a written notice of termination to IBM, and Certegy will pay all fees due and payable through the termination date. If Certegy elects such termination, Certegy shall only pay on account of such termination IBM's verifiable unrecovered investment and deferred profit, if any, through the date of termination (but will not be liable for Termination Charges or Wind Down Expenses) as well as any fees for Services Transfer Assistance.
- d) This Section 17.3 does not limit or otherwise affect IBM's obligation to provide Disaster Recovery Services in accordance with Section 3.3 and the Schedules to each Transaction Document. In the event of a Force Majeure Event affecting Certegy, this Section 17.3 will not limit or otherwise relieve Certegy's obligation to pay any monies due IBM under the terms of the Agreement, except as provided in Section 17.3(c) (ii) and Section 3.3.

#### 17.4. NONPERFORMANCE

To the extent any nonperformance by either Party of its nonmonetary obligations under the Agreement results from or is caused by the other Party's failure to perform its obligations under the Agreement, such nonperformance shall be excused.

#### 17.5. WAIVER

No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

#### 17.6. SEVERABILITY

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable law(s)

17.7. COUNTERPARTS

The Agreement shall be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document.

17.8. GOVERNING LAW

The Agreement and any and all claims and disputes arising out of or in connection with or related to the relationships and arrangements between the Certegy Group and IBM and its Affiliates described in the Agreement will be governed by and construed in accordance with the laws of the State of Georgia and the United States of America. The Parties hereby (a) agree that the U.S. District Court for the Northern District of Georgia, Atlanta Division, or if such court does not have subject matter jurisdiction, the appropriate State or Superior Court sitting in Fulton County, Georgia, shall have exclusive jurisdiction over the actions arising out of or related to or in connection with the Agreement and the subject matter of the Agreement, whether in contract, tort, or any other form of action ("Action"); (b) agree to initiate any such Action against the other Party only in such courts; (c) agree that they shall not raise any defense to the lawful jurisdiction of such courts; and (d) agree that they shall not attempt the removal of any Action to any other court, whether local, state or federal courts of the United States or the courts of any other country.

17.9. BINDING NATURE AND ASSIGNMENT

The Agreement will be binding on the Parties and their respective successors and permitted assigns. Except as provided in this Section 17.9, neither Party may, or will have the power to, assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, except that either Party may assign its rights and obligations under the Agreement in whole or in part to an Affiliate which expressly assumes such Party's obligations and responsibilities hereunder, without the approval of the other Party. The assigning Party shall remain fully liable for and shall not be relieved from the full performance of all obligations under the Agreement. Any attempted assignment that does not comply with the terms of this Section 17.9 shall be null and void. Any Party assigning its rights or obligations to an Affiliate in accordance with the Agreement shall provide written notice thereof to the other Party together with a copy of the assignment document, within three (3) business days of such assignment.

17.10. NOTICES

a) Whenever one Party is required or permitted to give notice to the other Party under the Agreement, such notice will be in writing unless otherwise specifically provided herein and will be deemed given when delivered in hand, one (1) day after being given to an express courier with a reliable system for tracking delivery, or five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, or when sent if delivered by facsimile.

b) Notifications will be addressed as follows:

1) For breach or default under the Master Agreement, notify:

In the case of IBM:	In the case of Certegy:
IBM Global Project Executive	Chief Technology Officer
1505 Windward Concourse	11720 Amber Park Drive
Alpharetta, Georgia 30005	Alpharetta, Georgia 30004
Facsimile: 770-663-9701	Facsimile: _____

with a copy to:

IBM General Counsel  
Route 100  
Somers, New York 10569  
Facsimile: 914-766-8440

with a copy to:

Certegy Chief Legal Officer  
11720 Amber Park Drive  
Alpharetta, Georgia 30004  
Facsimile: \_\_\_\_\_

2) For termination, breach or default under a Transaction Document, notify:

In the case of IBM:

IBM Global Project Executive  
at the Notice address set forth  
in the affected Transaction Document

In the case of Certegy:

Chief Technology Officer  
at the Notice address set forth  
in the affected Transaction Document

with copies to:

IBM Co-Chairman of the  
Integrated Planning Team  
1505 Windward Concourse  
Alpharetta, Georgia 30005  
Facsimile: 770-663-9701

with copies to:

Certegy Co-Chairman of the  
Integrated Planning Team  
11720 Amber Park Drive  
Alpharetta, Georgia 30004  
Facsimile: \_\_\_\_\_

and

IBM General Counsel  
Route 100  
Somers, New York 10569  
Facsimile: 914-766-8440

and

Certegy Chief Legal Officer  
11720 Amber Park Drive  
Alpharetta, Georgia 30004  
Facsimile: \_\_\_\_\_

3) For all other notices under the Master Agreement:

In the case of IBM:

IBM Co-Chairman of the  
Integrated Planning Team  
1505 Windward Concourse  
Alpharetta, Georgia 30005  
Facsimile: 770-663-9701

In the case of Certegy:

Certegy Co-Chairman of the  
Integrated Planning Team  
11720 Amber Park Drive  
Alpharetta, Georgia 30004  
Facsimile: \_\_\_\_\_

4) For all other notices under a Transaction Document:

In the case of IBM:

IBM Global Project Executive  
at the Notice address set forth  
in the affected Transaction Document

In the case of Certegy:

Chief Technology Officer  
at the Notice address set forth  
in the affected Transaction Document

with a copy to:

IBM Co-Chairman of the  
Integrated Planning Team  
1505 Windward Concourse  
Alpharetta, Georgia 30005  
Facsimile: 770-663-9701

with a copy to:

Certegy Co-Chairman of the  
Integrated Planning Team  
11720 Amber Park Drive  
Alpharetta, Georgia 30004  
Facsimile: \_\_\_\_\_

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

17.11. NO THIRD PARTY BENEFICIARIES

The Parties do not intend, nor will any Section hereof be interpreted, to create for any third party beneficiary rights with respect to either of the Parties, except (a) each member of the Certegy Group and each IBM Affiliate shall be a third party beneficiary under the Agreement with respect to enforcement of any rights such member of the Certegy Group or IBM Affiliate may have under Section 10, Section 11, or Section 14 of the Agreement, and (b) each Affiliate of the Parties to which a Transaction Document has been assigned and accepted, will have the rights and benefits described in that Transaction Document, and (c) the third parties identified in Section 14 will have the rights and benefits described in that Section.

17.12. OTHER DOCUMENTS

Upon request of the other Party, on or after the Effective Date and the date(s) of any Transaction Documents and amendments or revisions to any of the foregoing, each Party shall furnish to the other such certificate of its Secretary, certified copy of resolutions of its Board of Directors, or opinion of its counsel as shall evidence that the Agreement or any amendment or revision hereto has been duly executed and delivered on behalf of such Party or its Affiliates.

17.13. CONSENTS AND APPROVALS

The Parties agree that in any instance where a consent, approval or agreement is required of a Party in order for the other Party to perform under or comply with the terms and conditions of the Agreement, then such Party will not unreasonably withhold or delay such consent, approval or agreement and where consent, approval or agreement cannot be provided, the Party shall notify the other Party in a timely manner.

17.14. HEADINGS

All headings herein and the table of contents are not to be considered in the construction or interpretation of any provision of the Agreement. The Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof. In the event of any apparent conflicts or inconsistencies between the provisions of the Master Agreement, the Exhibits, the Transaction Documents, the Schedules or other attachments to the Master Agreement and Transaction Documents, such provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, the provisions of the Master Agreement shall prevail.

17.15. REMARKETING

Certegy may not remarket all or any portion of the Services provided under the Agreement, or make all or any portion of the Services available to any party, without the prior written consent of IBM; provided, however, Certegy may sell or make available to third parties which are customers or potential customers of members of the Certegy Group and persons acquiring portions of the Certegy Business from Certegy or its Affiliates access to elements of the Services under the Agreement ("Elements of the Services") subject to the following limitations:

- 1) Certegy shall independently set its own pricing and policies in connection with any such access to Elements of the Services;
- 2) Certegy does not utilize IBM's name as part of its marketing efforts regarding any such access to Elements of the Services;
- 3) Certegy discloses to its customers and Authorized Users accessing Elements of the Services that IBM is running the Systems but that IBM has no liability of any kind to such customers;

- 4) if Certegy's activities for a customer or Authorized User accessing Elements of the Services cause IBM to fail to meet a Minimum Service Level, IBM shall be excused from such failure to the extent IBM demonstrates that the failure was caused by such customers' or Authorized Users' activities and to the extent such failure was not caused by IBM's failure to satisfy its obligations under the Agreement; and
- 5) Use of Elements of the Services by Authorized Users in connection with the Certegy Business and for the benefit of the Certegy Group for a function, responsibility, task or activity under any Transaction Document that requires resources for which there is a Resource Unit Baseline or charging methodology under such Transaction Document (that is, such function, responsibility, task or activity is included in the Monthly Charge or is charged separately under another charging methodology, other than the New Services provisions of Section 3.12) will be charged for by IBM as part of the Services under such charging methodology for such resources. In all other cases, the use of Elements of the Services by Authorized Users in connection with the Certegy Business will be charged for as New Services pursuant to Section 3.12 hereof. For purposes of this Section 17.15(5) and (6), Certegy Business shall mean purchasing and selling the products and services of the Certegy Group, providing products and services in the support of the products and services of the Certegy Group, and support of the internal operations of the Certegy Group, provided that where the Services are not utilized in support of the internal operations of the Certegy Group, the Services must be incorporated into and made part of the products or services of the Certegy Group or otherwise include substantial value added services or products of the Certegy Group.
- 6) Use of Elements of the Services by Authorized Users that is not in connection with the Certegy Business for a function, responsibility, task or activity under any Transaction Document that requires resources for which there is a Resource Unit Baseline or charging methodology under such Transaction Document will be charged for by IBM as part of the Services under such charging methodology for such resources, provided that any additional costs which may be incurred by IBM in the provision of such Services will constitute a New Service. In all other cases, use of Elements of the Services by Authorized Users that is not in connection with the Certegy Business will be charged for as New Services pursuant to Section 3.12 hereof. The Certegy Business does not include, for example, use of the Services by divested business units of the Certegy Group or any other Authorized Users that are not part of the Certegy Group, to provide information technology services which do not include substantial value added services and/or products provided by the Certegy Group in addition to the Services and where the purpose for use of the Services is not to obtain the substantial value added services and/or products of the Certegy Group.

Nothing herein may be construed to limit or hinder Certegy or the other members of the Certegy Group from (i) marketing, selling or performing its services to and for its customers or potential customers and/or (ii) from providing any portion of the Services to its Affiliates.

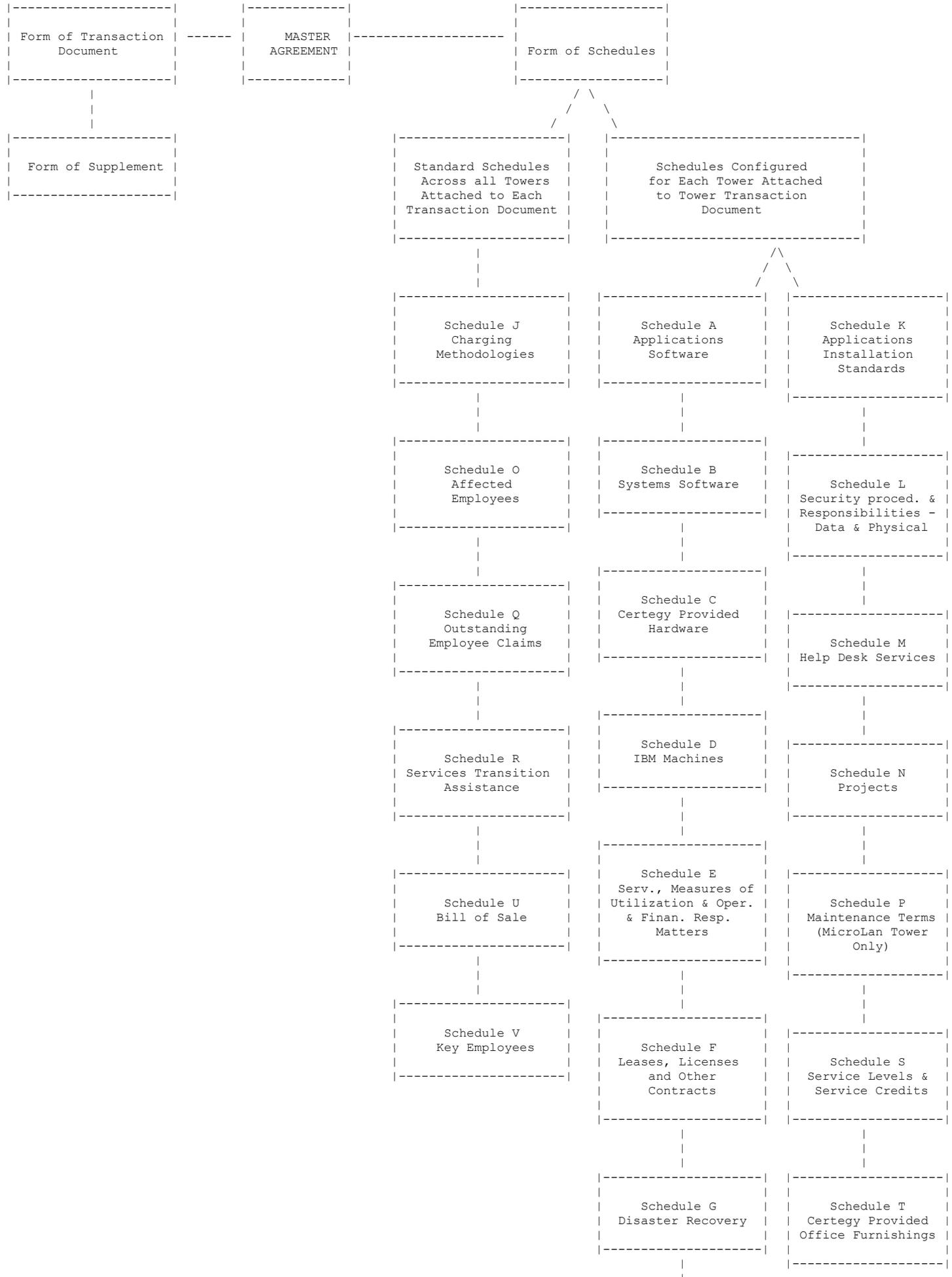
#### 17.16. COMMENCEMENT OF ACTIONS

Neither party may bring an action, regardless of form, arising out of the Agreement more than two (2) years after the later to occur of the date on which the cause of action has arisen or the date such cause of action was or should have been discovered.

#### 17.17. IBM LOGO PRODUCTS WARRANTIES

Nothing in the Agreement is intended to replace, supersede or vitiate the warranties and attendant rights and remedies granted to members of the Certegy Group by IBM and/or its Affiliates with respect to IBM Logo Products as set forth in any applicable lease, purchase and/or license arrangement.

EXHIBIT 1  
MASTER AGREEMENT STRUCTURE  
Version 2.0

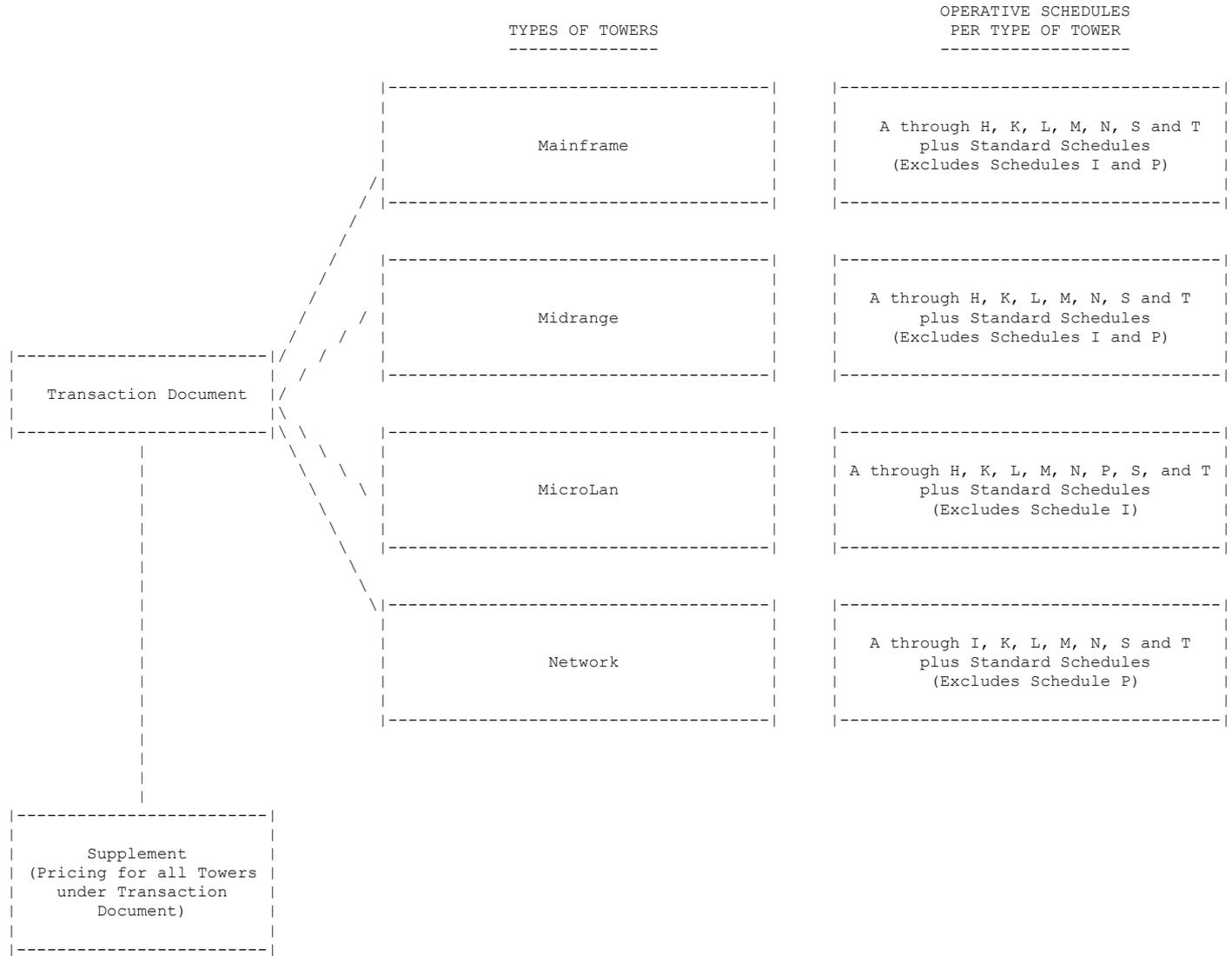


Schedule H  
Transition

Schedule I  
Network Locations  
(Network Tower  
Only)

EXHIBIT 2  
TRANSACTION DOCUMENT STRUCTURE

(Per Site Requirement)  
Version 2.0



## CERTEGY MASTER AGREEMENT

IBM/CERTEGY INC.

## AGREEMENT FOR OPERATIONS SUPPORT SERVICES

TRANSACTION DOCUMENT 98-\_\_\_

## 1.0 INTRODUCTION

This document ("Transaction Document"), its Supplement and Schedules, set forth the Services and pricing for Certegy's \_\_\_\_\_ operations located in and around \_\_\_\_\_, \_\_\_\_\_ (the "\_\_\_\_\_ Site"). This Transaction Document, effective \_\_\_\_\_ (the "Execution Date"), is by and between Certegy Inc., a corporation having its primary place of business at 1600 Peachtree Street, N.W., Atlanta, Georgia 30309 ("Certegy") and International Business Machines Corporation ("IBM"), having its headquarters at Route 100, Somers, New York 10569. The Services will be provided under the terms and conditions of the Certegy/IBM Global Master Agreement for Operations Support Services dated July 7, 1998 ("Master Agreement"), this Transaction Document and its Supplement and Schedules A through V hereto. Country and transaction unique terms and conditions, if any, are set forth in Section 4 below. In the event of a conflict between the provisions of this Transaction Document and the Master Agreement, the provisions of the Master Agreement shall be controlling except for the conflicting provisions set forth in Section 5 herein, which will control over the provisions of the Master Agreement.

## 2.0 DEFINITIONS

Terms capitalized herein but not defined herein shall have the meaning set forth in the Master Agreement and the Schedules attached hereto. Terms capitalized and defined herein shall have the meaning set forth herein.

- a. "\_\_\_\_\_ SITE" has the meaning set forth in Section 1.0 herein.
- b. "EXECUTION DATE" has the meaning set forth in Section 1.0 herein.
- c. "EXTENSION PERIOD" has the meaning set forth in Section 4.2 herein.
- d. "MASTER AGREEMENT" has the meaning set forth in Section 1.0 herein.
- e. "TRANSACTION DOCUMENT" has the meaning set forth in Section 1.0 herein.

## 3.0 SERVICES

IBM will provide to Certegy the Services for the following Towers:

- Mainframe
- Midrange
- MicroLAN
- Network

For the purposes of this Transaction Document, the scope of the Services and the responsibilities of the Parties with respect to each Tower are detailed in the Master Agreement, this Transaction Document and in Schedules A through V hereto.

Any future Projects under this Transaction Document for which IBM will be responsible will be described in Schedule N. Schedule N shall include, but not be limited to, project management, design, testing, documentation, implementation and training responsibilities for each project.

A Supplement setting forth the Baselines of Resource Units to be provided to Certegy hereunder, the Annual Services Charges, Inflation and Deflation Sensitivity percentages, COLA Base Year Index, Termination Charges hereunder and the Unit Rates for additional resources in excess of the Baselines Resource Units hereunder is attached to this Transaction Document.

#### 4.0 COUNTRY/TRANSACTION UNIQUE TERMS AND CONDITIONS

##### 4.1 TERM/COMMENCEMENT DATE

The term of this Transaction Document shall begin \_\_\_\_\_, \_\_\_\_\_ and end at midnight \_\_\_\_\_, \_\_\_\_\_. For purposes of this Transaction Document, the Commencement Date shall mean \_\_\_\_\_, \_\_\_\_\_.

##### 4.2 RENEWAL

IBM agrees to notify Certegy whether it desires to renew this Transaction Document and of the proposed prices, terms and conditions to govern such renewal not less than 18 months prior to the expiration of the term of this Transaction Document. If IBM notifies Certegy that it desires to renew this Transaction Document, Certegy agrees to inform IBM in writing whether it desires to renew not less than 12 months prior to the expiration of the term of this Transaction Document.

If Certegy notifies IBM that it desires to renew this Transaction Document, but the Parties are unable to agree upon renewal prices, terms and conditions as of six months prior to the expiration of the term of this Transaction Document, this Transaction Document will be extended for one year at the then current terms and conditions including, but not limited to, the then current charges, Unit Rates and Baselines (the "Extension Period"). If the Parties are unable to reach agreement upon renewal prices, terms and conditions during the Extension Period, this Transaction Document expires at the end of the Extension Period.

4.3 LIMITATIONS ON RIGHTS TO PERFORM SERVICES FOR OTHERS

Subject to Sections 8.4(c) and 11.2(d) of the Master Agreement, IBM will not:

- a. use information regarding the Certegy Business or skills which were obtained through association with Certegy and which provide Certegy with a competitive advantage in the Certegy Business to assist the identified competitors of Certegy in Section 4.3.b below; nor
- b. reassign the IBM Key Employees listed in Schedule V to this Transaction Document to such identified competitors for a two (2) year period following their assignment to Certegy in connection with the provision of the Services under this Transaction Document. The identified competitors of Certegy are (i) \_\_\_\_\_, (ii) \_\_\_\_\_, (iii) \_\_\_\_\_ and (iv) \_\_\_\_\_ and the Affiliates and successors of each of these entities. The Parties will update Schedule V not less than annually.

4.4 NOTICES

Pursuant to Section 17.10 of the Master Agreement, notifications will be addressed as follows:

For termination, breach or defaults, notify;

In the case of IBM:  IBM Project Executive IBM Corporation _____ Facsimile: _____	In the case of Certegy:  Senior Vice President Certegy Inc. Information Technology _____ Facsimile: _____
--	--

with a copy to:  IBM General Counsel IBM Corporation _____ Facsimile: _____	with a copy to:  Certegy Chief Legal Officer _____ Facsimile: _____
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For all other notices:

In the case of IBM:	In the case of Certegy:
---------------------	-------------------------

IBM Project Executive  
IBM Corporation

Senior Vice President  
Certegy Inc. Information Technology

\_\_\_\_\_  
Facsimile: \_\_\_\_\_

\_\_\_\_\_  
Facsimile: \_\_\_\_\_

4.5 BENCHMARK STUDY PERFORMANCE VALUE

- a. Mainframe
- b. Midrange
- c. MicroLAN
- d. Network

4.6 GEOGRAPHIC SCOPE

The Machines and Software provided by IBM under this Transaction Document are for use within the \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

The Machines and Software provided by Certegy under this Transaction Document are for use within the \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

5.0 TERMS AND CONDITIONS DEVIATIONS FROM THE MASTER AGREEMENT

6.0 SCHEDULES AND SUPPLEMENT

Following is a listing of the Schedules and the contents of the Supplement.

TABLE OF ATTACHMENTS

SCHEDULE	SCHEDULE TITLE	APPLICABILITY
A	Applications Software	Each Tower
B	Systems Software	Each Tower
C	Certegy Provided Hardware	Each Tower
D	IBM Machines	Each Tower
E	Services, Measures of Utilization and Operational and Financial Responsibilities	Each Tower
F	Leases, Licenses and other Contracts	Each Tower
G	Disaster Recovery Services	Each Tower
H	Transition Plan	Each Tower
I	Network Locations	Network Tower
J	Charging Methodologies	Common
K	Applications Installation Standards (Operating Environment IT Standards)	Each Tower
L	Security Procedures and Responsibilities - Data and Physical	Each Tower
M	Help Desk Services	Each Tower
N	Projects	Each Tower
O	Affected Employees	Common
P	Maintenance Terms	MicroLAN Tower
Q	Outstanding Employee Claims	Common
R	Services Transition Assistance	Common
S	Service Levels and Service Credits	Each Tower
T	Certegy Provided Office Furnishings	Each Tower
U	Bill-of-Sale	Common
V	Key Employees	Common

SUPPLEMENT

Term

Annual Services Charge

COLA Base Year Index

Termination Charge

Tower Breakdowns

- Price

- Baselines

- Unit Rates and ARC Rates
- Notification Periods
- Voice Rates and Commitments

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS TRANSACTION DOCUMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS TRANSACTION DOCUMENT, 2) ITS SCHEDULES, 3) ITS SUPPLEMENT AND 4) THE MASTER AGREEMENT, INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

Accepted by:

CERTEGY INC.

Accepted by:

INTERNATIONAL BUSINESS MACHINES CORPORATION

By

By

-----  
Authorized Signature

-----  
Authorized Signature

-----  
Name (Type or Print)

Date

-----  
Name (Type or Print)

Date

IBM/CERTEGY INC.

AGREEMENT FOR OPERATIONS SUPPORT SERVICES

SUPPLEMENT TO

TRANSACTION DOCUMENT 98-\_\_\_

NAME AND ADDRESS OF CUSTOMER: CUSTOMER NO: \_\_\_\_\_

Certegy Inc.

\_\_\_\_\_  
\_\_\_\_\_

IBM Project Office Address: IBM Project Office No: \_\_\_\_\_

IBM Project Executive

\_\_\_\_\_  
\_\_\_\_\_

Term Commencement Date: \_\_\_\_\_, \_\_\_\_\_

Term End Date: \_\_\_\_\_, \_\_\_\_\_

TOTAL FOR ALL TOWERS  
CONTRACT YEAR

(\$ IN THOUSANDS)	BASE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	----	----	----	----	----	----	----	----	----	----	----

ANNUAL SERVICES CHARGE  
 TERMINATION CHARGES  
   Convenience  
   Change of Control  
 COLA BASE YEAR INDEX

July 7, 1998  
Supplement

Form for Master Agreement  
Page 1 of 27

MAINFRAME  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
MAINFRAME CHARGES										
CPU										
DASD										
Tape										
Print										
TOTAL TOWER PRICE										
TERMINATION CHARGES										
Convenience										
Change of Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

MAINFRAME  
CPU ORIGINAL BASELINES  
APPLICATION MINUTES - PRIME TIME  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
CPU ORIGINAL BASELINES  
APPLICATION MINUTES - NON-PRIME TIME  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	----	----	----	----	----	----	----	----	----	----
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
DASD ORIGINAL BASELINES  
APPLICATION GIGABYTES  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	----	----	----	----	----	----	----	----	----	----
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 TAPE ORIGINAL BASELINES  
 APPLICATION TAPE MOUNTS (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 TAPE ORIGINAL BASELINES  
 APPLICATION TAPE LIBRARY VOLUMES (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 TAPE ORIGINAL BASELINES  
 OFF-SITE STORAGE (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 PRINT ORIGINAL BASELINES  
 APPLICATION PRINT LINES (IN KLOPs)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 CPU ACTUAL BASELINES  
 APPLICATION MINUTES - PRIME TIME  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 CPU ACTUAL BASELINES  
 APPLICATION MINUTES - NON-PRIME TIME  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 DASD ACTUAL BASELINES  
 APPLICATION GIGABYTES  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 TAPE ACTUAL BASELINES  
 APPLICATION TAPE MOUNTS (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 TAPE ACTUAL BASELINES  
 APPLICATION TAPE LIBRARY VOLUMES (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 TAPE ACTUAL BASELINES  
 OFF-SITE STORAGE (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 PRINT ACTUAL BASELINES  
 APPLICATION PRINT LINES (IN KLOPs)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 UNIT RATES AND FIXED CHARGES  
 CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
CPU (\$ per Application Minute)										
Prime Time										
> Original Baseline										
< Original Baseline										
Non-Prime										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
DASD (\$ per Gigabyte)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										

MAINFRAME  
UNIT RATES AND FIXED CHARGES  
CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
--------------------	------	------	------	------	------	------	------	------	------	------

TAPE MOUNTS (\$ per Mount)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

VOLUMES (\$ per Tape)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

OFF-SITE STORAGE  
(\$ per Tape Sent)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

PRINT (\$ per KLOP)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

MIDRANGE  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
MIDRANGE CHARGES										
Resource #1										
Resource #2										
Resource #3										
Resource #n										
TOTAL TOWER PRICE										
TERMINATION CHARGES										
Convenience										
Change of Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # 2  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES  
-----

1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
-----

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # 3  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES  
-----

1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
-----

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES

1998 1999 2000 2001 2002 2003 2004 2005 2006 2007

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MIDRANGE  
ACTUAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES

DAYS  
NOTICE 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MIDRANGE  
 ACTUAL BASELINES  
 RESOURCE # 2  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MIDRANGE  
 ACTUAL BASELINES  
 RESOURCE # 3  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MIDRANGE  
ACTUAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MIDRANGE  
UNIT RATES AND FIXED CHARGES  
CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	----	----	----	----	----	----	----	----	----	----
RESOURCE # 1 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # 2 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # 3 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # N (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										

MICROLAN  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
MICROLAN CHARGES										
Resource # 1										
Resource # 2										
Resource # 3										
Resource # n										
TOTAL TOWER PRICE										
TERMINATION CHARGES										
Convenience										
Change in Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

MICROLAN  
ORIGINAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MICROLAN  
ORIGINAL BASELINES  
RESOURCE # 2  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES  
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1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MICROLAN  
ORIGINAL BASELINES  
RESOURCE # 3  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES  
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1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MICROLAN  
ORIGINAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES

1998 1999 2000 2001 2002 2003 2004 2005 2006 2007

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MICROLAN  
ACTUAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES

DAYS  
NOTICE 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

MICROLAN  
 ACTUAL BASELINES  
 RESOURCE # 2  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MICROLAN  
 ACTUAL BASELINES  
 RESOURCE # 3  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MICROLAN  
 ACTUAL BASELINES  
 RESOURCE # N  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MICROLAN  
 UNIT RATES AND FIXED CHARGES  
 CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
RESOURCE # 1 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # 2 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # 3 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # N (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										

MICROLAN  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
NETWORK CHARGES										
Resource # 1										
Resource # 2										
Resource # 3										
Resource # n										
TOTAL NETWORK PRICE										
TERMINATION CHARGES										
Convenience										
Change in Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

NETWORK  
ORIGINAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

NETWORK  
ORIGINAL BASELINES  
RESOURCE # 2  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES

1998 1999 2000 2001 2002 2003 2004 2005 2006 2007

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January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

NETWORK  
ORIGINAL BASELINES  
RESOURCE # 3  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES

1998 1999 2000 2001 2002 2003 2004 2005 2006 2007

-----  
January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

NETWORK  
ORIGINAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES  
-----

1998    1999    2000    2001    2002    2003    2004    2005    2006    2007  
-----

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

NETWORK  
ACTUAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES  
-----

DAYS  
NOTICE    1998    1999    2000    2001    2002    2003    2004    2005    2006    2007  
-----

January  
February  
March  
April  
May  
June  
July  
August  
September  
October  
November  
December

NETWORK  
 ACTUAL BASELINES  
 RESOURCE # 2  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

NETWORK  
 ACTUAL BASELINES  
 RESOURCE # 3  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

NETWORK  
ACTUAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

NETWORK  
UNIT RATES AND FIXED CHARGES  
CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
RESOURCE # 1 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # 2 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # 3 (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
RESOURCE # N (\$ per ?)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										

SCHEDULE J OF  
TRANSACTION DOCUMENT 98-01  
CHARGING METHODOLOGIES

1.0 INTRODUCTION

This Schedule J describes the methodology for calculating the charges with respect to the Services being provided to Certegy pursuant to Transaction Document #98-\_\_ (the "Transaction Document") unless expressly provided otherwise in the Master Agreement and the Transaction Document. The Annual Services Charge, charges for additional Resource Units above any Actual Baseline, the cost of living adjustment, and any other charge provisions of the Master Agreement are intended, in the aggregate, to compensate IBM for all of the resources used in providing the Services.

2.0 DEFINITIONS

All capitalized terms used and not defined in this Schedule J shall have the same meanings given them elsewhere in the Agreement.

- a. "ACTUAL BASELINE ADJUSTMENT" has the meaning set forth in Section 9.2 herein.
- b. "ACTUAL BASELINES" has the meaning set forth in Section 7.3.b herein.
- c. "ACTUAL RUs" has the meaning set forth in Section 10.3 herein.
- d. "ADDITIONAL CHARGE" has the meaning set forth in Section 10.1 herein.
- e. "APPLICABLE UNIT RATE" has the meaning set forth in Section 9.3.b herein.
- f. "BASELINE" means the quantity of a particular Resource Unit included within the ASC, Resource Units and their units of measure are described in Schedule E.
- g. "BASE YEAR INDEX" has the meaning set forth in Section 6.0.a herein.
- h. "CHANGE" OR "CHANGES" has the meaning set forth in Section 9.2 herein.
- i. "COLA BASE" means the Monthly Charge exclusive of services provided by IBM that are not set forth in the Transaction Document including, but not limited to, passthrough expenses (that is, the Cola Base is comprised of the following elements of the Monthly Charge: (i) the Annual Services Charge (for existing Towers, new Towers and New Services) (ii) the Additional Charges and (iii) and other on-going charges that may

become part of the Monthly Charges as agreed by the Parties through an amendment to the Transaction Document).

- j. "COLA FACTOR" has the meaning set forth in Section 6.0 herein.
- k. "CPI-U" has the meaning set forth in Section 6.0 herein.
- l. "CPU" means central processing unit.
- m. "DEFLATION SENSITIVITY" has the meaning set forth in Section 6.0.c herein.
- n. "FULLY MANAGED NETWORK SERVICES" means the services that include:
  - 1. wide area network design and implementation, as applicable;
  - 2. customer premise equipment provisioning including maintenance, if applicable;
  - 3. 24 x 7 network monitoring and help desk support, as applicable;
  - 4. capacity planning, change management, configuration management and control procedures;
  - 5. managing sub-contractor and supplier (vendor) relationships and performance as applicable;
  - 6. security management and provisioning; and
  - 7. disaster recovery and back-up procedures as applicable.
- o. "INFLATION INDEX" has the meaning set forth in Section 6.0.a herein.
- p. "INFLATION SENSITIVITY" has the meaning set forth in Section 6.0.b herein.
- q. "MARKET ANALYSIS" means determining the value of like-for-like services in the market place as described in Sections 11.0.d and 12.0.a herein.
- r. "MONTHLY CHARGE" has the meaning set forth in Section 4.0 herein.
- s. "ONE-TIME CHARGES" has the meaning set forth in Section 7.1.a herein.
- t. "ORIGINAL BASELINE" has the meaning set forth in Section 7.1.b herein.
- u. "PREMIUM UNIT RATE CHARGE" OR "PURC" has the meaning set forth in Section 10.3 herein.

- v. "RESOURCE CHARGES" means the charges to Certegy for the on-going provision of the Resource Units necessary to provide the Services.
- w. "RFP" means a formal request for pricing in which the description of the requested services, the volumes of such services and the conditions under which such services are to delivered are set forth.
- x. "UNIT RATE" has the meaning set forth in Section 7.1.c.2 herein.
- y. "VARIABLE CHARGE" has the meaning set forth in Section 7.1.c.2 herein.

#### 3.0 ANNUAL SERVICES CHARGE

The Annual Services Charge (ASC), as set forth in the supplement, is the charge to Certegy for IBM's provision of the Services and includes, without limitation, the quantity of Resource Units set forth under Actual Baselines in the Supplement. The Annual Services Charges in the Supplement includes Systems Software and Machine upgrades and Machine refreshes sufficient to support the Baseline volumes set forth in such Supplement and the Performance Standards and Minimum Service Levels set forth in Schedule S during the term of the Transaction Document.

#### 4.0 MONTHLY CHARGE

The amount payable by Certegy to IBM for any calendar month will be calculated by dividing the sum of the Annual Services Charge for existing Towers, new Towers and New Services specified in the Supplement for that period by the number of months or portion thereof remaining in that Contract Year plus any Additional Charges for unplanned excess resource usage as netted for RRCs, payable by Certegy in that calendar month and charges for services provided by IBM that are not set forth in the Transaction Document including, but not limited to, passthrough expenses payable by Certegy in that calendar month (the Monthly Charge). Applicable COLA charges or credits will be added to or subtracted from the Monthly Charge pursuant to Section 8.0 of this Schedule J.

Beginning on the Execution Date of the Transaction Document and monthly thereafter, IBM will invoice Certegy in advance for the ASC portion of the Monthly Charge due IBM for that month.

#### 5.0 TERMINATION CHARGES

The Termination Charges for Convenience and Change of Control are set forth in the Supplement and are, in addition to Wind-Down Expenses, payable pursuant to Section 12 of the Master Agreement.

The Termination Charges set forth in the Supplement are the monies due at the beginning of each Contract Year. In the event that Certegy terminates the Transaction Document for Convenience

or Change of Control at any time other than the beginning of a Contract Year the Termination Charges shall be pro-rated as follows:

$$[(A-B)/12 \text{ MONTHS}] \times C + B = \text{PRORATED TERMINATION CHARGE.}$$

where:

A = the Termination Charge specified in the Supplement for the Contract Year in which termination is effective;

B = the Termination Charge specified in the Supplement for the Contract Year after the Contract Year in which termination is effective; and

C = the number of months remaining during the Contract Year in which termination is effective.

#### 6.0 COST OF LIVING ADJUSTMENT

The Parties agree to use the December unadjusted Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor, For All Urban Consumers ("CPI-U"), for purposes of determining actual inflation.

IBM will calculate and apply the Cost of Living Adjustment (COLA) described below beginning in January following the Execution Date of the Transaction Document. The COLA will be payable on a prospective basis (e.g., the actual inflation for December 1998 will determine the COLA for 1999) on the COLA Base. The COLA will be determined as soon as practicable after the end of each calendar year using the formula specified below (the "COLA Factor").

##### a. Inflation Index

IBM will calculate the COLA by comparing the change in the year-to-year CPI-U with the CPI-U for December prior to Execution Date of the Transaction Document (the "Base Year Index"). For each year of the Term, the actual CPI-U for December prior to the year for which the COLA is being calculated ("Inflation Index") will be compared to the Base Year Index set forth in the Supplement (e.g., the December 1998 CPI-U will be used to determine the COLA for the year 1999). If the Inflation Index is:

1. equal to the Base Year Index, then no COLA is due;
2. greater than the Base Year Index, then Certegy shall pay IBM a COLA charge on the COLA Base for each month of the year for which the COLA charge is being calculated; or

3. less than the Base Year Index, then IBM will provide Certegy a COLA credit on the COLA Base for each month of the year for which the COLA credit is being calculated.

b. Inflation Sensitivity

A percentage has been established which reflects the inflationary impact on IBM's delivery of the Services ("Inflation Sensitivity") for the Mainframe and Network Towers. The percent of Inflation Sensitivity is specified in the Supplement.

c. Deflation Sensitivity

A percentage has been established which reflects the deflationary impact on IBM's delivery of the Services ("Deflation Sensitivity") for the Mainframe and Network Towers. The percent of Deflation Sensitivity is specified in the Supplement.

d. COLA Factor

The COLA is equal to the Cola Factor times the COLA Base for each calendar month of the calendar year following a calendar year during which Inflation Index is either greater or less than the Base Year Index. The COLA Factor is calculated as follows:

For Inflation (Inflation Index greater than the Base Year Index);

COLA FACTOR = [(INFLATION INDEX - BASE YEAR INDEX) / BASE YEAR INDEX] X INFLATION SENSITIVITY]

For Deflation (Inflation Index is less than the Base Year Index);

COLA FACTOR = [(INFLATION INDEX - BASE YEAR INDEX) / BASE YEAR INDEX] X DEFLATION SENSITIVITY)

WHERE:

Inflation Index = The CPI-U for December prior to the calendar year for which the COLA is being calculated.

Base Year Index = The CPI-U for December prior to the Execution Date of the Transaction Document.

Inflation Sensitivity = The portion of the charges that are inflation sensitive (XX percent). The inflation Sensitivity is set forth in Supplement for the applicable Towers.

Deflation Sensitivity = The portion of the charges that are deflation sensitive (XX percent). The Deflation Sensitivity is set forth in Supplement for the applicable Towers.

e. COLA Calculation

Following is an example for calculating the COLA for years beginning January 1, 1999 for a Tower having a 1998 Execution Date using the CPI-U for December 1997 as the Base Year Index, Inflation Sensitivity of 75 percent, and the following Inflation Indices examples.

EXAMPLE CHART 1

BASE YEAR INDEX 1997 = 158.60	1998	1999	2000	2001	2002	2003
-----	-----	-----	-----	-----	-----	-----
ACTUAL INFLATION	163.00	169.20	173.10	158.6	158.5	163.4

- Using Example Chart 1, there will be COLA payments due IBM for calendar years 1999, 2000 and 2001 as the Inflation Index for the year preceding each such year is greater than the Base Year Index, i.e., Decembers 1998, 1999, and 2000 CPI-U's (163.00, 169.20, and 173.10) are greater than the Base Year Index (158.60).

Using this example for February 1999 where COLA Base is comprised of an ASC whose monthly portion is \$800,000.00, CPU Additional Charges of \$80,000.00 and Network Additional Charges of 200,000.00 and the Inflation Sensitivity is 75%, there will be COLA charges due IBM for February 1999 in addition to the Monthly Charge. The calculation will be as follows:

$$\text{COLA} = \text{COLA BASE} \times \text{INFLATION COLA FACTOR}$$

$$\text{COLA} = \{ (\$800,000.00 + \$80,000.00 + \$200,000.00) \times (169.20 - 158.60) / 158.60 \} \times 0.75$$

$$\text{COLA} = \$1,080,000.00 \times \{ (10.6 / 158.60) \times 0.75 \}$$

$$\text{COLA} = \$1,080,000.00 \times (0.066835 \times 0.75)$$

$$\text{COLA} = \$1,080,000.00 \times 0.050126$$

$$\text{COLA} = \$54,136.08 \text{ charge due IBM}$$

- Using Example Chart 1, there will be no COLA payments due IBM or COLA credits due Certegy for calendar year 2002 as the Inflation Index for the preceding year is equal to the Base Year Index, i.e., December 2001 CPI-U (158.60) is equal to the Base Year Index (158.60).
- Using Example Chart 1, there will be COLA credits due Certegy for calendar year 2003 as the Inflation Index for the preceding year is less than the Base Year

Index, i.e., December 2002 CPI-U (158.50) is less than the Base Year Index (158.60).

Assuming the same variables and dollar values as in the example in Section 6.0.e.1 above for February 2003 where COLA Base is comprised an ASC whose monthly portion is \$800,000.00, CPU Additional Charges of \$80,000.00 and Network Additional Charges of \$200,000.00 and the Deflation Sensitivity is 50%, there will be COLA credits due Certegy. The calculation will be as follows:

$$\text{COLA} = \text{COLA BASE} \times \text{DEFLATION COLA FACTOR}$$

$$\text{COLA} = \{ \{ (\$800,000.00 + \$80,000.00 + \$200,000.00) \times (158.50 - 158.60) / 158.60 \} \times 0.50 \}$$

$$\text{COLA} = \$1,080,000.00 \times \{ (-0.10 / 158.60) \times 0.50 \}$$

$$\text{COLA} = \$1,080,000.00 \times (-0.000631 \times 0.50)$$

$$\text{COLA} = \$1,080,000.00 \times -0.000316$$

$$\text{COLA} = \$341.28 \text{ credit due Certegy}$$

The COLA for each month of each year in which COLA charges or credits are due is calculated as above substituting the appropriate COLA Base and the COLA Factor based upon the actual information.

f. COLA Calculation for New Towers, New Services or Repricing

Whenever a new Tower is added or New Services are added within a Tower, the charges for the new Tower or New Services will be identified on the Supplement along with an Inflation and Deflation Sensitivity percentage and a new Base Year Index applicable to such charges. The new Base Year Index shall be the CPI-U for the December immediately prior to the initiation of the new Tower or New Services and, combined with its applicable Inflation Sensitivity and Deflation Sensitivity, will be used to calculate all future monthly COLA monies payable by Certegy to IBM for such new Tower or New Services beginning in the January following initiation of the new Tower or New Services. Calculation of COLA will be as set forth above.

If any portion of a Tower is repriced, with or without Unit Rates refreshment, the affected charges will be uniquely identified on the Supplement. If COLA was being applied to the charges that are repriced, such COLA charges will cease as of the initiation of the new (repriced) charges. A new Inflation Sensitivity percentage, if applicable, and a new Base Year Index will be established for the new (repriced) charges. The new Base Year Index shall be the CPI-U for the December immediately prior to the initiation of the new (repriced) charges and, combined with its applicable Inflation Sensitivity, will be used to calculate all future monthly COLA monies payable by Certegy to IBM or credited to

Certegy by IBM for such new (repriced) charges beginning in the January following initiation of the new (repriced) charges. Calculation of COLA will be as set forth above.

Initiation of a new Tower, New Services or repricing of existing Resource Units or Tower will not change COLA for then existing and unchanged charges. Application of the Baseline Adjustment methodology will not affect Base Year Index nor the Inflation Sensitivity unless such adjustment results in repricing of the Resource Unit.

In the event the Bureau of Labor Statistics stops publishing the CPI-U or substantially changes its content and format, the Parties will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the CPI-U from 1982-84 to another year, the Parties will continue to use the CPI-U, but will convert the Base Year Index to the new base year by using an appropriate conversion formula.

IBM will invoice or credit Certegy for the COLA, if any, starting in January following the Commencement Date or following the commencement of Services for new Towers, New Services or repricing of existing Services, as applicable, and thereafter on a calendar month basis.

#### 7.0 TOWER PRICING

IBM will be providing outsourcing services under the Transaction Document for \_\_\_\_\_ Towers (\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ Towers. Each Tower will be priced separately and the sum of the Tower Prices will equal the ASC. The ASC and the Tower Prices will be set forth in the Supplement.

#### 7.1 TOWER UNIT RATE PRICING

Within each Tower, the pricing will be further broken down by charges directly related to the ongoing provision of Resource Units, Resource Charges, and the One-Time Charges IBM incurs in order to establish the environment necessary to provide such resources.

##### a. One-Time Charges

The "One-Time Charges" are the charges generally associated with transition and include such items as additional short-term machines to facilitate equipment relocation, study teams, migration teams, etc., necessary to prepare the environment for providing the Services and move the Services to such environment. These One-Time Charges may be incurred both at inception of the provision of Services and at the provisioning of New or Replacement Services throughout the term of the Transaction Document and may be amortized over some preset period of time.

b. Baselines

The Supplement shall contain two sets of Baselines, the Original Baselines and the Actual Baselines. For purposes of this Schedule J and the Supplement, "Original Baseline" shall mean the Baseline quantity of Resource Units set forth in the Supplement under Original Baselines for each year of the term of the Transaction Document as of the Execution Date of the Transaction Document, or, in the case of a new Baseline for new Resource Units for which no Baseline previously existed added after the Execution Date of the Transaction Document, it shall mean the initial Baseline quantities for such new Resource Unit for all years of the term of the Transaction Document thereafter or, in the case of Tower repricing, the newly established Baseline quantity of Resource Units resulting from such repricing. The "Actual Baselines" will be the requested Baseline quantities of Resource Units and will be used for reporting Resource Unit usage, modified by Baseline Adjustments as described below and calculating Additional Charges for unplanned usage of Resource Units. As of the Execution Date of the Transaction Document, the Original Baselines and the Actual Baselines will be equal. An Original Baseline will only be changed when a Resource Unit is repriced and new Unit Rates and Unit Rate bands are established as a result of such repricing.

c. Resource Charges

The Resource Charges will be further divided into agreed upon chargeable Resource Units for which Original and Actual Baselines will be established. The Actual Baseline is the quantity of each Resource Unit provided under the ASC. Schedule E for each Tower sets forth the chargeable Resource Units for such Tower and the Supplement sets forth the Original and Actual Baseline quantities for each of the Resource Units. The Resource Charges are further subdivided into Variable Charges and Fixed Charges.

1. Fixed Charge

Associated with each Resource Charge may be charges that do not vary as the quantity of Resource Units used by Certegy changes ("Fixed Charges"). Using the Mainframe CPU Resource Units as an example, the project office, the IPT, the minimum license and maintenance charges for the software platform, the minimum facility and facility support charges, the charges for the minimum disaster recovery support configuration and the allocated portion of the One-Time Charges would be included in the Fixed Charges for that Resource Unit. The preceding example is not intended to be an all inclusive list of the chargeable items contained in the Fixed Charges. The Fixed Charges will be in addition to the Variable Charge and will be the same whether Certegy uses one or many of such Resource Units. A Resource Unit may or may not have an associated Fixed Charges element. The Fixed Charges, if any, for each Resource Unit in the above Towers will be set forth in the Supplement.

If, (i) increased usage of the CPU Resource Unit above the Original Baseline is such that IBM incurs onetime Software upgrade fees because of a CPU model upgrade to support the increased Resource Unit usage, or (ii) Certegy increases the workload on one CPU and decreases the workload on another by a like amount and as a result of such changes IBM incurs one-time Software upgrade fees for a CPU model upgrade, then such one-time Software upgrade charges will be paid by Certegy at the time of such upgrade.

- (a) If any such one-time Software upgrade fees for CPU model upgrades are planned by IBM for future upgrade and included in the ASC, then such one-time Software upgrade fees previously paid by Certegy will be reimbursed to Certegy by IBM at the time that IBM had originally planned for such one-time Software upgrade fees due to the CPU model upgrade.
- (b) If IBM has planned a CPU model upgrade which involves a one-time Software upgrade fees and such CPU model upgrade is delayed, then IBM will credit Certegy for the one-time Software upgrade fees included in the ASC on an equal basis over the ensuing 12 months beginning in the month such CPU model upgrade was planned; provided, however, that Certegy shall be responsible for reimbursing IBM for the credited one-time Software upgrade fees should such CPU model upgrade or its equivalent on a new technology subsequently occur.

There are no fees in addition to the product of the Unit Rate and requested additional Resource Units for any hardware upgrades that are caused by Certegy's request for additional Resource Units under the Unit Rate charging methodology for the Mainframe Tower unless such request results in a repricing effort or New Services.

The charges for the IPT and project office as well as One-Time Charges are contained in the fixed charges for a Tower. In the event that Certegy deletes usage of a Tower at a location and there remains another Tower at such location, then the applicable portion of the IPT and project office charges and the unrecovered portion of the One-Time Charges will be moved to the Fixed Charges section of the remaining Tower. In the case of Atlanta, if there are no Towers remaining at the Atlanta Site then the IPT and project office charges associated with the IPT will be subject to a separate charging agreement.

## 2. Variable Charge

Each Resource Charge will have a variable charge component which reflects the incremental charge or credit to Certegy for planned increased or decreased usage of a particular Resource Unit ("Variable Charge"). The Variable Charge is "fully

burdened" in that it includes all the incremental resources, exclusive of the resources contained within the Fixed Charge and one-time software/model upgrade fees, required by IBM to provide an additional Resource Unit. The Variable Charge will be expressed in a dollar amount for each Resource Unit ("Unit Rate"). Each Resource Unit will have one or more Unit Rates per Baseline. The Unit Rates and the percentage bands of the Original Baseline for which they are applicable to will be set forth in the Supplement.

The applicable Unit Rate used to calculate Additional Charges and changes in the ASC and Monthly Charges when using the Actual Baseline Adjustment methodology is dependent upon the relationship of the Actual Baseline quantity of Resource Units or proposed Actual Baseline quantity of Resource Units to the Original Baseline quantity of Resource Units as follows.

- (a) If the Actual Baseline quantity of Resource Units is greater than the Original Baseline quantity of Resource Units for that period, then the Unit Rate set forth in the Supplement under ) ORIGINAL BASELINE for that period is used for both increases and decreases in the Actual Baseline quantity of Resource Units.
- (b) Conversely, if the Actual Baseline quantity of Resource Units is less than the Original Baseline quantity of Resource Units for that period, then the Unit Rate set forth in the Supplement under ( ORIGINAL BASELINE for that period is used for increases and decreases in the Actual Baseline quantity of Resource Units.
- (c) If the requested change will cause the Actual Baseline quantity of Resource Units to cross the Original Baseline quantity of Resource Units for that period then the Unit Rate set forth in the Supplement under ) ORIGINAL BASELINE for that period is used for Actual Baseline quantities of Resource Units above the Original Baseline quantity of Resource Units and the Unit Rate set forth in the Supplement under ( ORIGINAL BASELINE for that period is used for Actual Baseline Resource Unit quantities below the Original Baseline quantity of Resource Units.

The Tower Price will be the sum of the (i) product of the applicable Unit Rates and the corresponding Resource Unit quantities and (ii) the associated Fixed Charges, both of which are listed in the Supplement.

## 7.2 TECHNOLOGY SELECTION

Once a Tower platform is selected and agreed by the Parties, IBM's Tower pricing and Unit Rates are predicated on such selection and the technology supporting the platform. In the event

that Certegy and IBM agree on a different technology for a Tower(s) other than for the convenience of or at the request of IBM, then IBM will, to the extent necessary to compensate for such technology change, reprice and/or reset Tower pricing and Unit Rates, as applicable, for such Tower(s).

#### 8.0 WORK REDUCTION OR TRANSFER

- a. With 90 days prior written notification to IBM, Certegy may reduce Tower resource requirements during the Term by up to 50% of the Resource Units quantity of the Original Baselines set forth in the Supplement for any reason, provided, however, that the sum of all adjustments may not exceed 50% of the Original Baseline set forth in the Supplement. The resultant reduction in the Monthly Charges, Annual Services Charges and Actual Baselines will be calculated as set forth in Section 9.0 herein.
- b. Reduction of Mainframe Resources below 50% of the Resource Units of the Original Baselines will only be allowed if Certegy is moving such equivalent work to another platform and IBM will be the provider of such platform or pursuant to Sections 9.8 and 9.13 of the Master Agreement. In which case Certegy shall provide IBM 90 days prior written notification and the resultant reduction in the Annual Services Charge and Actual Baselines will be calculated as set forth in Section 9.0 of this Schedule J or Section 9.13 of the Master Agreement.

Without payment of the Termination Charge as set forth in the Supplement, Certegy may move such work from one Tower to another Tower within a geographical location or logical grouping of locations, or from one geographical location or logical grouping of locations to another geographical location or logical grouping of locations at the applicable capacity rates or Resource Unit Rates set forth for such locations or logical grouping of locations, subject to applicable start-up charges, Wind-Down Expenses and payment of IBM's unrecovered investments and deferred profit, if any, allocable to the terminated Tower Services through the effective date of termination.

1. Network resources to support geographical relocation of Services is the responsibility of Certegy and will be part of Certegy's economic decision for such relocation.
2. The Wind-Down Expenses due IBM for termination of a Tower pursuant to this Section are due and payable by Certegy on the later of the effective date of termination or 30 days following the receipt of IBM's invoice for such Wind-Down Expenses. Any unrecovered investment and deferred profits allocable to the terminated Tower Services through the effective date of termination that are applicable to a geographical relocation of all or a portion of the Services from one or more Towers at a location to another Tower or Towers at another location resulting in a consequent termination of a Tower or Towers at the initial location

may be paid by Certegy, at its election, upon the termination event or may be added to the Termination Charge for the Tower or Towers at the receiving location and the amounts of the unrecovered investments and deferred profits allocable to the terminated Tower Services through the effective date of termination may be amortized as part of the ASC at the receiving location using the same amortization schedule for such unrecovered investments and deferred profits allocable to the terminated Tower Services through the effective date of termination as existed for the Tower or Towers being terminated. Such recovery of the unrecovered investments and deferred profits allocable to the terminated Tower Services through the effective date of termination shall be in addition to the charges for Services at the new location.

## 9.0 ACTUAL BASELINE ADJUSTMENTS

### 9.1 INTRODUCTION

The Parties understand that Certegy's predicted resource requirements for the Mainframe Tower, while based on the best knowledge available, may be subject to significant variation as a result of unexpected growth, platform migration, reductions in its business and/or other influences and that such resource variations may place Certegy in the position of incurring Additional Charges for unplanned usage of Resource Units or being charged for Resource Units which they are not using. Recognizing the Parties intent and concern, the Parties have agreed to the following Actual Baseline adjustment methodology.

### 9.2 ADJUSTMENT QUALIFICATION

In the event that Certegy's use of Resource Units increases or decreases ("Change" or "Changes"), or, if in Certegy's judgment, Certegy's use of such RUs will Change, and such Change is expected to continue for the foreseeable future, then Certegy may elect to have IBM set the applicable Actual Baseline(s) to the new actual or anticipated Resource Unit usage level (the "Actual Baseline Adjustment") and adjust the Annual Services Charge and Monthly Charge as described below. For purposes of Actual Baseline Adjustment qualification, Certegy's change to an Actual Baseline must be in whole units of the applicable Resource Unit, e.g., one CPU Minute, one Gigabyte, one KLOP, etc. Excluding the dedicated environment requirements for ACRO, IBM reserves the right to select the specific equipment and environment (e.g., shared host versus dedicated environment) that will be utilized to deliver the Services.

### 9.3 MAINFRAME TOWER

#### a. Increased Resource Unit Usage

Upon written notice by Certegy to IBM equal to the notification period set forth in the Supplement for that Actual Baseline Resource Unit and a minimum commitment of four

(4) months or the remainder of the term of the Transaction Document, whichever is shorter, to the Adjusted Actual Baseline(s) (except that Certegy may request and IBM shall honor another request for increased usage of Baseline resources within such four (4) month period), Certegy may elect to exercise its option of setting an Actual Baseline to an increased Resource Unit quantity level and IBM shall set the Actual Baseline(s) to the new Resource Unit quantity level and increase the Monthly Charge, per the example set forth below, prorated to the month the adjustment is made. The Monthly Charge for each month remaining in the term of the Transaction Document or the period specified in the Certegy request will be increased by the applicable Unit Rate(s) for that category for that period (the "Applicable Unit Rate") multiplied by the difference between the number of Resource Units in the new increased Actual Baseline ("Adjusted Actual Baseline") and the number of Resource Units in the current Actual Baseline.

NEW MONTHLY CHARGE = MONTHLY CHARGE + {(ADJUSTED ACTUAL BASELINE - ACTUAL BASELINE) X APPLICABLE UNIT RATE(S)}

For example, if the Monthly Charge is \$500,000.00, the monthly DASD Actual Baseline is 71 gigabytes, the Applicable Unit Rate is \$500.00 per gigabyte, and the growth is 10 gigabytes, then the new Monthly Charge will be:

New Monthly Charge = \$500,000.00 + {(81 gigabytes - 71 gigabytes) x \$500.00}  
New Monthly Charge = \$500,000.00 + (10 gigabytes x \$500.00)  
New Monthly Charge = \$500,000.00 + \$5,000.00  
New Monthly Charge = \$505,000.00

Per the above example, the Monthly Charge would be increased by \$5,000.00 for the shorter of the remaining months in that Contract Year or the period specified in the Certegy request, and the monthly DASD Actual Baselines would be increased by 10 gigabytes for the same period. Further, the Actual Baselines, Annual Services Charges and Monthly Charge would be adjusted accordingly for each remaining month of the term of the Transaction Document or the period specified in the Certegy request, assuming such period is not less than four (4) months or the remainder of the term of the Transaction Document, whichever is shorter, by adding 10 gigabytes to the then current DASD Actual Baseline and multiplying the increase in the Actual Baselines quantity by the Applicable Unit Rate(s) for each remaining month of the term of the Transaction Document or the period specified in the Certegy request to determine the increased Monthly Charges.

b. Reduced Resource Usage

Except as set forth in Section 9.3.a above and in accordance with Section 8.0 above, if Certegy elects to exercise its option of setting an Actual Baseline to a new reduced Resource Unit quantity level, IBM shall, upon written notice equal to the notification

period set forth in the Supplement for that Actual Baseline Resource Unit, set the Actual Baseline(s) to the new Resource Unit quantity level and reduce the Monthly Charge, per the example set forth below, prorated to the month the adjustment is made. The Monthly Charge for each month remaining in the term of the Transaction Document or the period specified in the Certegy request will be reduced by the Applicable Unit Rate multiplied by the difference between the number of Resource Units in the current Actual Baseline and the number of Resource Units in the new reduced Adjusted Actual Baseline.

NEW MONTHLY CHARGE = MONTHLY CHARGE - {(ACTUAL BASELINE - ADJUSTED ACTUAL BASELINE) X APPLICABLE UNIT RATE}

For example, if the Monthly Charge is \$500,000.00, the monthly DASD Actual Baseline is 71 gigabytes, the Applicable Unit Rate is \$500.00 per gigabyte, and Certegy wishes to decrease the Actual Baseline by 10 gigabytes, then the new Monthly Charge will be:

New Monthly Charge = \$500,000.00 - {(71 gigabytes - 61 gigabytes) x \$500.00}  
New Monthly Charge = \$500,000.00 (10 gigabytes x \$500.00)  
New Monthly Charge = \$500,000.00 - \$5,000.00  
New Monthly Charge = \$495,000.00

Per the above example, the Monthly Charge would be decreased by \$5,000.00 for the shorter of the remaining months in that Contract Year or the period specified in the Certegy request, and the monthly DASD Actual Baselines would be decreased by 10 gigabytes for the same period.

Further, the Actual Baselines, Annual Services Charges and Monthly Charges would be adjusted accordingly for each remaining month of the term of the Transaction Document or the period specified in the Certegy request by subtracting 10 gigabytes from the then current DASD Actual Baselines and multiplying the decrease in the Actual Baselines quantity by the Applicable Unit Rate(s) for each remaining month of the term of the Transaction Document or the period specified in the Certegy request to determine the decreased Monthly Charges.

The Actual Baselines and ASC in the Supplement will be updated by IBM to reflect such Changes, and the revised Supplement would be distributed to the Parties.

#### 10.0 UNPLANNED USAGE OF RESOURCE UNITS

##### 10.1 INTRODUCTION

As specified herein, Certegy's unplanned increased usage of any Resource Units will result in an additional charge ("Additional Charge"). An unplanned usage of Resource Units is defined as Certegy's requirement and usage of a Resource Unit without the requisite notice as set forth in

the Supplement or usage of Resource Units not set forth in an Original or Actual Baseline or adjusted Actual Baseline currently in effect. Unplanned usage of a Resource Unit will continue until receipt of A written notice to increase the Resource Unit quantity level pursuant to Section 9.3 above and completion of the notification period set forth in the Supplement or other applicable adjustment of the Baseline for such Resource Unit. After the completion of each calendar quarter during the term of the Transaction Document, starting with the first full calendar quarter after the implementation of the Unit Rate pricing, IBM will calculate Additional Charges as follows.

#### 10.2 CALCULATION PERIODS FOR MAINFRAME UNPLANNED USAGE

For purposes of this Schedule J, a quarter for the Mainframe Tower is the period between and ending on the dates of March 31, June 30, September 30 and December 31 of each calendar year of the term of the Transaction Document; provided, however, that neither the initial nor final unplanned usage calculation period of such term may be less than three (3) months (e.g., if the Execution Date of the Transaction Document is May 1, 1998 and the expiration date is April 30, 2008, then the initial calculation period for unplanned usage will be five (5) months beginning on May 1, 1998 and ending on September 30, 1998 and the final calculation period for unplanned usage will be four (4) months beginning on January 1, 2008 and ending on April 30, 2008). The calculation period for unplanned usage for termination of the Transaction Document for any reason other than expiration of the term of the Transaction Document will be the actual portion of the quarter remaining (e.g., if the termination date is November 15th, the calculation period for unplanned usage will be two months, October and November).

#### 10.3 CALCULATION OF ADDITIONAL CHARGES FOR UNPLANNED USAGE OF THE MAINFRAME RESOURCES

IBM will compare the quantity of Resource Units actually used during the applicable quarter as defined in Section 10.2 above (the "Actual RUs"), with the number of Resource Units in the Actual Baseline for that category. There will be no increase of the charges otherwise payable to IBM for such period unless the actual quantity of RUs used for that period exceeds the Actual Baseline Resource Units quantity for that category for such period, in which case Certegy will pay IBM an Additional Charge equal to the product of the Unit Rate for the applicable Resource Unit (as set forth in the Supplement) and the difference between the number of RUs for that category actually used and the Actual Baseline multiplied by 1.25 (the "Premium Unit Rate Charge" or "PURC").

ADDITIONAL CHARGE (ACTUAL RUS - ACTUAL BASELINES) X PURC

For example, if the DASD RU usage for (i) the first month of a quarter is 75 application gigabytes, and its corresponding Actual Baseline is 71 application gigabytes, (ii) the second month of the quarter is 78 application gigabytes and its corresponding Actual Baseline is 74 application gigabytes, (iii) the third month of the quarter is 72 application gigabytes and its

corresponding Actual Baseline is 76 application gigabytes, and (iv) the Unit Rate for that quarter is \$500.00 per gigabyte, then the Additional Charge calculation will be:

Additional Charge =  $\{(75\text{gb} + 78\text{gb} + 72\text{gb}) - (71\text{gb} + 74\text{gb} + 76\text{gb})\} \times \$500.00 \times 1.25$   
Additional Charge =  $(225\text{gb} - 221\text{gb}) \times \$500.00 \times 1.25$   
Additional Charge =  $4 \times \$500.00 \times 1.25$   
Additional Charge = \$2,500.00

Per the above example, the Additional Charge for DASD for the quarter would be \$2,500.00 and would be billed on the next monthly invoice.

#### 11.0 NETWORK TECHNOLOGY CHANGE REQUESTS

Understanding the evolving nature of network technology and Certegy's desire to avail themselves of such technology for both price competitiveness and in order to meet the needs of their customers, the Parties have agreed that IBM will respond to Certegy's reasonable request for technology changes for Fully Managed Network Services to its existing Data Network as set forth in this .0.

Certegy's request for technology changes in the Data Network under this Section shall result in the development of a Fully Managed Network Services RFP as set forth in .0.a below. The Parties agree that the initial Fully Managed Network Services RFP issued under the terms and conditions of this Section may not be tendered earlier than the first anniversary of the Execution Date of the Transaction Document and that not more than one such Fully Managed Network Services RFP may be tendered in any calendar quarter. The Parties further agree that once a Fully Managed Network Services RFP has been tendered under the terms and conditions of this Section, there shall not be another Fully Managed Network Services RFP for a material portion of the same services for a period of two (2) years unless otherwise agreed by the Parties.

The Parties agree to follow the process as described below when a request for Network technology change is made under this Section.

- a. Upon Certegy's request for a Network technology change under this Section, the IPT will prepare a Fully Managed Network Services RFP describing both the portion of the Network Services and volumes of such Services delivered under the Transaction Document that are being affected and/or replaced by such request and the technology, services and volumes of such services being requested.
- b. Upon completion of the Fully Managed Network Services RFP, the IPT shall tender such RFP to IBM only and provide IBM an agreed upon (but in any event reasonable) period of time to respond with the following:

1. IBM's Wind-Down Expenses, unrecovered investment and deferred profit through the anticipated date of termination attributable to the cessation of such portion of the Network Services under the Transaction Document affected by the Fully Managed Network Services RFP;
  2. The ongoing reduction in Monthly Charges and applicable adjustments to rates, charges, committed minimums, Baselines and similar items, as applicable, attributable to the cessation of such portion of the Network Services under the Transaction Document affected by such Fully Managed Network Services RFP; and
  3. IBM's price and conditions for the technology and services requested in such Fully Managed Network Services RFP.
- c. If Certegy accepts IBM's price and conditions for the technology and services set forth in the Fully Managed Network Services RFP, then Parties will mutually agree on the payment stream reflecting the charges, credits and pricing set forth in Sections 11.0.b.1, 2 and 3 above, for the remainder of the term of the Transaction Document and update the applicable pricing, charges, rates, committed minimums, Baselines and similar items, as applicable, in the Supplement to the Transaction Document.
- d. In the event that Certegy does not accept IBM's price and conditions for the technology and services provided under .0.b.3 above, then the Parties shall conduct a jointly funded Market Analysis as set forth below:
4. The IPT will determine the third party vendors to which the Fully Managed Network Services RFP, less the description of the portions of the Network Services and volumes of such Services being affected and/or replaced, prepared in .0.a is to be tendered. Certegy shall issue the Fully Managed Network Services RFP to the selected third party vendors.
  5. The IPT will review the responses to the Fully Managed Network Services RFP to ensure that such responses are consistent with the requirements of the Fully Managed Network Services RFP and that they represent a like-or-like comparison with the technology, Network services and volumes of such services set forth in the Fully Managed Network Services RFP in all material respects. The IPT will discard any third party vendor responses not meeting the requirements of the Fully Managed Network Services RFP in all material respects or not representing a like-for-like comparison in all material respects. Certegy shall have the right to redact responder identity and similar identifying characteristics from the third party responses to the Fully Managed Network Services RFP.

6. The IPT shall then average third party vendor total prices for such responsive like-for-like services; provided, however, that if there are more than four (4) third party vendor responses to the Fully Managed Network Services RFP the high and low third party vendor responses shall be discarded prior to performing such averaging. The average of the total prices and the subject responses to the Fully Managed Network Services RFP shall be provided to IBM.
7. IBM, at its sole discretion, may either elect to meet the average plus ten percent (10%) of the third party vendor responses determined in .0.d.3 above or let Certegy terminate the portion of the Network Services described in the Fully Managed Network Services RFP developed in .0.a, at a date not less than 90 days following written notification from Certegy of such intent, upon Certegy's payment of the amount set forth in .0.b.1 and other charges due for IBM's provision of the Services under the Transaction Document and Master Agreement through the effective date of termination of such portion of the Network Services (excluding, without limitation, Termination Charges, Minimum Volume Service Commitments and other charges otherwise payable with respect to the period after the effective date of such termination), which shall be Certegy's sole liability for such termination. IBM shall provide Certegy the opportunity to mitigate the Wind-Down Expenses as set forth in the Master Agreement.
8. In the event that IBM elects to meet the such average total price plus ten percent (10%) of such average price, the Parties shall execute an Amendment to the Transaction Document setting forth the new prices, charges, rates, conditions, committed minimums, Baselines and similar items, as applicable, for the remainder of the term of the Transaction Document.
9. If IBM elects not to meet such average price plus ten percent (10%) of such average price, Certegy may terminate the applicable portion of the Network Services and Certegy shall be obligated to pay IBM the amount set forth in .0.b.1 and other charges due for IBM's provision of the Services under the Transaction Document and Master Agreement through the effective date of such termination of such portion of the Network Services (excluding, without limitation, Termination Charges, Minimum Volume Service Commitments and other charges otherwise payable with respect to the period after the effective date of such termination), which shall be Certegy's sole liability for such termination, and IBM shall provide Services Transition Assistance as set forth in the Master Agreement and continue to provide the affected portion of the Network Services through the effective date of such termination at the rates set forth in the Supplement. IBM shall provide Certegy the opportunity to mitigate the Wind-Down Expenses as set forth in the Master Agreement. The Parties shall execute an Amendment to the Transaction Document setting forth the new prices, charges, rates, conditions,

committed minimums, Baselines and similar items, as applicable, for the remainder of the term of the Transaction Document.

## 12.0 VOICE SERVICES REPRICING

It is the intent of the Parties that IBM will provide Voice Services for Certegy during the term of the Transaction Document. Realizing the volatility of pricing for voice services in the market place and the Parties intent to deliver and receive such services at a price that is and remains competitive in such market place, the Parties have agreed to the Voices Services pricing reviews and subsequent pricing actions described below:

- a. By the end of each three (3) year period beginning on the Commencement Date of the Transaction Document, the Parties shall perform a jointly funded Market Analysis of the Voice Services provided by IBM to Certegy to determine the competitiveness of IBM's then current prices for Voice Services with the prices then being offered in the market place. The Market Analysis shall begin not earlier than two and one-half (2 1/2) years into each three (3) year period referenced above and will be conducted as follows:
  1. The IPT will prepare an RFP describing the Voice Services and volumes of such Services being delivered under the Transaction Document and determine the third party vendors to which such RFP is to be tendered. Certegy shall issue the RFP to the selected third party vendors.
  2. The IPT will review the third party responses to the RFP to ensure that such responses are consistent in all material respects with the requirements of the RFP and that they represent a like-for-like comparison with the Voice Services and volumes of such Services being provided by IBM in all material respects. The IPT will discard any third party vendor responses not meeting the RFP requirements or not representing a like-for-like comparison with the Voice Services provided by IBM in all material respects. Certegy shall have the right to redact responder identity and similar identifying characteristics from the third party responses to the RFP.
  3. The IPT shall then average third party vendor total prices for such responsive like-for-like services; provided, however, that if there are more than four (4) third party vendor responses to the RFP, the high and low third party vendor responses shall be discarded prior to performing such averaging. The average of the total prices and the subject responses to the RFP shall be provided to IBM.
  4. IBM, at its sole discretion, may either elect to meet the average of the third party vendor responses determined in accordance with Section 12.0.a.3 above or let Certegy terminate the Voice Services in its entirety, at a date not earlier than the completion of the three (3) year period being analyzed, upon Certegy's payment

of IBM's Wind-Down Expenses, unrecovered investment and deferred profit allocable to the Voice Services and other charges due for IBM's provision of the Services under the Transaction Document and Master Agreement through the effective date of termination of the Voice Services (excluding, without limitation, Termination Charges, Minimum Volume Service Commitments and other charges otherwise payable with respect to the period after the effective date of such termination), which shall be Certegy's sole liability for such termination. IBM shall provide Certegy the opportunity to mitigate the Wind-Down Expenses as set forth in the Master Agreement.

5. In the event that IBM elects to meet the such average total price, the Parties shall execute an Amendment to the Supplement for the Transaction Document setting forth the new prices, charges, Baselines, minimum commitments, rates and similar items, as applicable, for the remainder of the term of the Transaction Document.
6. If IBM elects not to meet such average price, Certegy may terminate the Voice Services and Certegy shall be obligated to pay IBM the amount set forth in Section 12.0.a.4 above, which shall be Certegy's sole liability for such termination, and IBM shall provide Services Transition Assistance as set forth in the Master Agreement and continue to provide Voice Services through the effective date of termination at the rates set forth in the Supplement.

- b. In addition to the above, IBM will, by the completion of the second year of each three (3) year period referenced in Section 12.0.a above, have queried and negotiated with its current provider(s) of voice services to determine such vendors' willingness to provide more favorable pricing for IBM's extension of such vendors current contract with IBM.

In the event that IBM's vendor(s) is willing to provide or provides more favorable pricing terms to IBM for IBM's extension of its contract and such pricing is more favorable to Certegy than the then current pricing, IBM shall present the more favorable pricing, as adjusted for IBM's uplift to Certegy for Certegy's consideration.

Certegy may, at its sole discretion, accept such more favorable pricing by committing to the extension and resetting the beginning of the three (3) year period referenced in Section 12.0.a to the date of Certegy's acceptance of the more favorable pricing. If Certegy accepts the more favorable pricing and resetting of the three (3) year period the Parties shall execute an Amendment to the Supplement for the Transaction Document to reflect such changes in pricing, rates, charges, Baselines, minimum commitments and similar items, as applicable, and the dates of such three (3) year periods, as applicable, for the remainder of the term of this Transaction Document.

#### 13.0 CALCULATION OF HOURLY SERVICES CHARGES

As specific consulting needs are identified in support of the Certegy/IBM relationship, IBM will analyze the specific project needs, skills requirements and duration and provide the appropriate skills based on the then current prices.

#### 14.0 SERVICES PERFORMED FOR A FIXED CHARGE

The charge for Services performed at a fixed rate ("Fixed Price") to Certegy will be specified in the applicable Project Plan included in Schedule N.



MAINFRAME  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
MAINFRAME CHARGES										
CPU										
DASD										
Tape										
Print										
TOTAL TOWER PRICE										
TERMINATION CHARGES										
Convenience										
Change of Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

MAINFRAME  
CPU ORIGINAL BASELINES  
APPLICATION MINUTES - PRIME TIME  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
CPU ORIGINAL BASELINES  
APPLICATION MINUTES - NON-PRIME TIME  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	----	----	----	----	----	----	----	----	----	----
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
DASD ORIGINAL BASELINES  
APPLICATION GIGABYTES  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
-----	----	----	----	----	----	----	----	----	----	----
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 TAPE ORIGINAL BASELINES  
 APPLICATION TAPE MOUNTS (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 TAPE ORIGINAL BASELINES  
 APPLICATION TAPE LIBRARY VOLUMES (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 TAPE ORIGINAL BASELINES  
 OFF-SITE STORAGE (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 PRINT ORIGINAL BASELINES  
 APPLICATION PRINT LINES (IN KLOPS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										

MAINFRAME  
 CPU ACTUAL BASELINES  
 APPLICATION MINUTES - PRIME TIME  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 CPU ACTUAL BASELINES  
 APPLICATION MINUTES - NON-PRIME TIME  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS										
	NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 DASD ACTUAL BASELINES  
 APPLICATION GIGABYTES  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

MAINFRAME  
 TAPE ACTUAL BASELINES  
 APPLICATION TAPE MOUNTS (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
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October											
November											
December											

MAINFRAME  
 TAPE ACTUAL BASELINES  
 APPLICATION TAPE LIBRARY VOLUMES (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
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September											
October											
November											
December											

MAINFRAME  
 TAPE ACTUAL BASELINES  
 OFF-SITE STORAGE (IN THOUSANDS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
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September											
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MAINFRAME  
 PRINT ACTUAL BASELINES  
 APPLICATION PRINT LINES (IN KLOPS)  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
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November											
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MAINFRAME  
 UNIT RATES AND FIXED CHARGES  
 CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
CPU (\$ per Application Minute)										
Prime Time										
> Original Baseline										
< Original Baseline										
Non-Prime										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										
DASD (\$ per Gigabyte)										
> Original Baseline										
< Original Baseline										
FIXED CHARGE (in K\$)										

MAINFRAME  
UNIT RATES AND FIXED CHARGES  
CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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TAPE MOUNTS (\$ per Mount)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

VOLUMES (\$ per Tape)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (M K\$)

OFF-SITE STORAGE (\$ per Tape Sent)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

PRINT (\$ per KLOP)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

MIDRANGE  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
MIDRANGE CHARGES										
Resource #1										
Resource #2										
Resource #3										
Resource #n										
TOTAL TOWER PRICE										
TERMINATION CHARGES										
Convenience										
Change of Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
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MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # 2  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # 3  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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MIDRANGE  
ORIGINAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MIDRANGE  
ACTUAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MIDRANGE  
 ACTUAL BASELINES  
 RESOURCE # 2  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MIDRANGE  
 ACTUAL BASELINES  
 RESOURCE # 3  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MIDRANGE  
ACTUAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MIDRANGE  
UNIT RATES AND FIXED CHARGES  
CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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RESOURCE # 1 (\$ per ?)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

RESOURCE # 2 (\$ per ?)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

RESOURCE # 3 (\$ per ?)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

RESOURCE # N (\$ per ?)  
> Original Baseline  
> Original Baseline  
FIXED CHARGE (in K\$)

MICROLAN  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
MICROLAN CHARGES										
Resource # 1										
Resource # 2										
Resource # 3										
Resource # n										
TOTAL TOWER PRICE										
TERMINATION CHARGES										
Convenience										
Change in Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

MICROLAN  
ORIGINAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MICROLAN  
ORIGINAL BASELINES  
RESOURCE # 2  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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MICROLAN  
ORIGINAL BASELINES  
RESOURCE # 3  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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MICROLAN  
ORIGINAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES    1998    1999    2000    2001    2002    2003    2004    2005    2006    2007  
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MICROLAN  
ACTUAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY  
RESOURCE        DAYS  
BASELINES    NOTICE    1998    1999    2000    2001    2002    2003    2004    2005    2006    2007  
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MICROLAN  
 ACTUAL BASELINES  
 RESOURCE # 2  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MICROLAN  
 ACTUAL BASELINES  
 RESOURCE # 3  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MICROLAN  
 ACTUAL BASELINES  
 RESOURCE # N  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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MICROLAN  
 UNIT RATES AND FIXED CHARGES  
 CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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RESOURCE # 1 (\$ per ?)  
 > Original Baseline  
 < Original Baseline  
 FIXED CHARGE (in K\$)

RESOURCE # 2 (\$ per ?)  
 > Original Baseline  
 < Original Baseline  
 FIXED CHARGE (in K\$)

RESOURCE # 3 (\$ per ?)  
 > Original Baseline  
 < Original Baseline  
 FIXED CHARGE (in K\$)

RESOURCE # N (\$ per ?)  
 > Original Baseline  
 < Original Baseline  
 FIXED CHARGE (in K\$)

MICROLAN  
TOWER PRICING  
CONTRACT YEAR

(CHARGES IN K\$)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
NETWORK CHARGES										
Resource # 1										
Resource # 2										
Resource # 3										
Resource # n										
TOTAL NETWORK PRICE										
TERMINATION CHARGES										
Convenience										
Change in Control										
INFLATION SENSITIVITY										
DEFLATION SENSITIVITY										

NETWORK  
ORIGINAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January										
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NETWORK  
ORIGINAL BASELINES  
RESOURCE # 2  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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NETWORK  
ORIGINAL BASELINES  
RESOURCE # 3  
CONTRACT YEAR

MONTHLY  
RESOURCE  
BASELINES 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007  
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NETWORK  
ORIGINAL BASELINES  
RESOURCE # N  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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NETWORK  
ACTUAL BASELINES  
RESOURCE # 1  
CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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December

NETWORK  
 ACTUAL BASELINES  
 RESOURCE # 2  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
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December											

NETWORK  
 ACTUAL BASELINES  
 RESOURCE # 3  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
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November											
December											

NETWORK  
 ACTUAL BASELINES  
 RESOURCE # N  
 CONTRACT YEAR

MONTHLY RESOURCE BASELINES	DAYS NOTICE	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
January											
February											
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September											
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NETWORK  
UNIT RATES AND FIXED CHARGES  
CONTRACT YEAR

MONTHLY UNIT RATES	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
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RESOURCE # 1 (\$ per ?)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

RESOURCE # 2 (\$ per?)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

RESOURCE # 3 (\$ per ?)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

RESOURCE # N (\$ per ?)  
> Original Baseline  
< Original Baseline  
FIXED CHARGE (in K\$)

SCHEDULE A OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
APPLICATIONS SOFTWARE

THIS SCHEDULE LISTS THE APPLICATIONS SOFTWARE - CERTEGY AND APPLICATIONS  
SOFTWARE - IBM THAT IBM WILL OPERATE FOR CERTEGY IN PERFORMANCE OF THE SERVICES.

THIS IS AN INVENTORY LISTING AND WILL BE UPDATED DURING THE TERM OF THE  
TRANSACTION DOCUMENT.

SECTION A-1 APPLICATIONS SOFTWARE - CERTEGY

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MAINFRAME TOWER: APPLICATIONS SOFTWARE - CERTEGY  
-----

RESPONSIBILITY  
(1 = IBME = CERTEGY)

-----  
ITEM NO.    PREFIX    SOFTWARE NAME/DESCRIPTION    LICENSEE    OPER (1)    FIN (2)    MAINT (3)    DEV (4)  
-----

FORM FOR MASTER AGREEMENT  
SCHEDULE A

PAGE OF

## MAINFRAME TOWER: APPLICATIONS SOFTWARE - IBM

ITEM NO.	PREFIX	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY			
				OPER(1)	FIN(2)	MAINT(3)	DEV(4)

## Notes:

- (1) "Oper" means operational responsibility for the Applications Software listed in this Schedule.
- (2) "Fin" means financial responsibility for License fees, maintenance charges, Maintenance Releases and any other related charges for the Applications Software listed in this Schedule but does not include the cost for new Versions. Certegy has financial responsibility for all costs related to the purchase of new Versions.
- (3) "Maint" means maintenance responsibility, including applying fixes and corrections (but not necessarily the financial responsibility for obtaining such) for the Applications Software listed in this Schedule.
- (4) "Dev" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or enhancements for the Applications Software listed in this Schedule.

SCHEDULE B OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
SYSTEMS SOFTWARE

THIS SCHEDULE LISTS THE SYSTEMS SOFTWARE - IBM AND SYSTEMS SOFTWARE - CERTEGY WHICH IBM REQUIRES TO PERFORM THE PROCESSING SERVICES.

THIS IS AN INVENTORY LISTING AND WILL BE UPDATED DURING THE TERM OF THE TRANSACTION DOCUMENT.

SECTION B-1 SYSTEMS SOFTWARE - IBM

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MAINFRAME TOWER: SYSTEMS SOFTWARE - IBM  
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ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSE TYPE	LICENSEE	RESPONSIBILITY (1 = IBME = CERTEGY)			
					OPER (1)	FIN (2)	MAINT (3)	DEV (4)

July 7, 1988  
Schedule B

Form for Master Agreement  
Page of

## MAINFRAME TOWER: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSE TYPE	LICENSEE	RESPONSIBILITY (1 = IBME = CERTEGY)			
					OPER(1)	FIN(2)	MAINT(3)	DEV(4)

## Notes:

- (1) "Oper" means operational responsibility for the Systems Software listed in this Schedule.
- (2) "Fin" means financial responsibility for License fees, maintenance charges, Maintenance Releases, Versions and any other related charges for the Systems Software listed in this Schedule.
- (3) "Maint" means maintenance responsibility, including applying fixes and corrections (but not necessarily the financial responsibility for obtaining such) for the Systems Software listed in this Schedule.
- (4) "Dev" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or enhancements for the Systems Software listed in this Schedule.

SCHEDULE C  
TRANSITION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
CERTEGY PROVIDED HARDWARE

THIS SCHEDULE LISTS THE MACHINES (IBM OR OEM) THAT CERTEGY OWNS, LEASES OR RENTS AND WHICH IBM REQUIRES IN ORDER TO PROVIDE THE PROCEEDING SERVICES UNDER THIS AGREEMENT.

THIS IS AN INVENTORY LISTING AND WILL BE UPDATED DURING THE TERM OF THE TRANSACTION DOCUMENT.

MAINFRAME TOWER

-----  
ITEM NO.    VENDOR    MACHINE TYPE    DESCRIPTION    MACHINE S/N    NOTES  
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July 7, 1988  
Schedule C

Form for Master Agreement  
Page of

SCHEDULE D OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
IBM MACHINES

THIS SCHEDULE LISTS THE MACHINES (IBM OR OEM) THAT IBM OWNS, LEASES OR RENTS AND WHICH IBM REQUIRES IN ORDER TO PROVIDE THE PROCESSING SERVICES UNDER THIS AGREEMENT.

THIS IS AN INVENTORY LISTING AND WILL BE UPDATED DURING THE TERM OF THE TRANSACTION DOCUMENT.

MAINFRAME TOWER

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MACHINE TYPE    MACHINE MODEL    DESCRIPTION    MACHINE S/N    NOTES  
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July 7, 1988  
Schedule D

Form for Master Agreement  
Page of

SCHEDULE E OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER

SERVICES, MEASURES OF UTILIZATION AND OPERATIONAL AND FINANCIAL RESPONSIBILITIES

- - INTRODUCTION

- This Schedule E describes certain duties, obligations and responsibilities of IBM as related to the Mainframe Tower operations and management.
- During the term of the Transaction Document, IBM will provide Mainframe services to Certegy using the Certegy Provided Hardware and IBM Machines, the Applications and third party Systems Software provided by Certegy and IBM as required by the Transaction Document and the IBM Systems Software provided under the Transaction Document. IBM will provide such other services as requested and approved by Certegy during the term of the Transaction Document as New Services in accordance with Section 3.12 of the Master Agreement.
- Within 180 days after the Execution Date of the Transaction Document, IBM shall provide a manual (hardcopy or softcopy) describing the operating processes and procedures relating to the performance of the Services (the "Procedures Manual").
  - The Procedures Manual shall be provided to Certegy for review and comment, and IBM shall incorporate therein any reasonable comments or suggestions of Certegy.
  - IBM shall periodically update the Procedures Manual to reflect any changes in the operations or procedures described therein.
  - IBM shall perform all Services in accordance with the Procedures Manual.
- During the term of the Transaction Document the Parties may agree on different or additional Services and will amend the Transaction Document, the Schedules under the Transaction Document and/or the Procedures Manual in writing accordingly. IBM shall perform all Services in accordance with the Procedures Manual, the Transaction Document, the Schedules and the Master Agreement.
- The descriptions contained in this Schedule of specific types of Services, and methods and procedures used to perform such Services, set forth how IBM will deliver the Services.
- The Parties agree that the provision of Services should improve over the term of the Transaction Document based on:
  - IBM's knowledge of, and access to, improvements in resources and technology; and
  - IBM's implementation of improved methods and procedures for providing Services and efficiencies arising from the use of IBM as a Services provider.
- Definitions:

All capitalized terms not defined in this Schedule E shall have the meanings given them in the Master Agreement, Supplement or other Schedules.

  - "GBS" means gigabytes.
  - "KLOP" means a thousand lines of print.
  - "NON-PRIME TIME" means all hours other than Prime Time.
  - "PRIME TIME" means \_\_\_\_ am to \_\_\_\_ pm \_\_\_\_ Time, Monday through Friday.
  - "PROCEDURES MANUAL" has the meaning set forth In Section 1.0.c herein.
  - "RESOURCE UNIT" OR "RU" means a particular unit of resource utilization, as described in Schedule J, which is used to determine Additional Charges as described in the Supplement and Schedule J.
  - "SMF" means Systems Management Facility.
  - "SYSTEMS MANAGEMENT CONTROLS" OR "SMC" has the meaning set forth in Section 2.0 herein.
  - "SYSTEMS OVERHEAD" has the meaning set forth in Section 4.0 herein.

- - SYSTEM MANAGEMENT CONTROLS

IBM will provide to Certegy and IBM and Certegy will mutually agree on and use the "Systems Management Control" ("SMC") Procedures as the standard set of disciplines for managing information systems. The SMC procedures, in some combination, are applicable to all the Services provided and shall be implemented as appropriate to the individual Service being provided and shall be included in the Procedures Manual. IBM will administer each SMC discipline. In general, IBM's SMC responsibilities shall include, without limitation, the following processes:

- BATCH MANAGEMENT - controlling production batch work including the scheduling of resources, the processing of data and transactions and the distribution of data/information between users and facilities, Certegy instructions on what, when and how to schedule and recover shall be provided to IBM and documented in the scheduling manual maintained by IBM Production Control. Setup and scheduling shall be performed and controlled by IBM in cooperation with Certegy and in accordance with the scheduling manual except for the automatic scheduling that will be performed by the Systems and Applications Software.
- CAPACITY MANAGEMENT - the development and maintenance of tactical and strategic plans to ensure that the Mainframe environments accommodate Certegy's growth or changing business requirements. The capacity management processes will, among other issues, require Certegy's input and review of capacity management.
- CHANGE MANAGEMENT - to assess if the change is necessary, validate the adequacy of the acceptance test, schedule the promotion into the production environment as appropriate, notify the appropriate functions and verify successful implementation.
- CONFIGURATION MANAGEMENT - for processing Mainframe hardware and software configuration changes and maintaining lists and diagrams of systems configurations. IBM will provide revised configurations to Certegy.
- INVENTORY MANAGEMENT - of the IBM and Certegy Provided Hardware (including incoming and outgoing) in the Data Center and other areas for which IBM is providing Services. This activity is to include, but not be limited to, serial number tracking, vendor coordination and maintenance.
- ON-LINE MANAGEMENT - for coordinating the appropriate skills, information, tools and procedures required to manage the on-line environment. This includes the staffing of a help desk facility for Authorized Users as provided in Schedule M.
- PERFORMANCE MANAGEMENT - to monitor, measure, analyze and report systems performance as it compares to the Performance Standards and recommend and implement performance improvements. Where warranted, either Party may request the other Party to make commercially reasonable changes to enable system performance improvement, all such changes are subject to the mutual agreement of the Parties.
- PROBLEM MANAGEMENT - to identify, record, track, and correct issues impacting Services delivery, recognize recurring problems, address procedural issues and contain or reduce the impact of problems that occur.
- RECOVERY MANAGEMENT - for planning, establishing and testing the recovery procedures required to provide the Services to Authorized Users in the event of a failure, including without limitation, a failure giving rise to invoking the Disaster Recovery Plan as set forth in Schedule G. The intent of this process is to anticipate and minimize the impact of systems resource failure through the development of predefined, documented procedures and software/hardware recovery capabilities. Certegy's instructions on what and how to recover shall be provided to IBM and included in the Procedures Manual.

- - MAINFRAME TOWER OPERATIONS

- Operation of Data Center

IBM shall be responsible for the operation and management of the Mainframe Tower. This responsibility shall include establishing and maintaining a properly trained and adequately staffed Data Center population, including necessary management and

support staff. The hours of operation of the Mainframe Tower shall be \_\_\_ hours per day, \_\_\_ days per week, except for the regularly scheduled maintenance period unless otherwise requested and agreed by the Parties.

- Processing Operations

IBM shall make available, monitor and process on-line and batch applications, including scheduled, unscheduled and on-request services as well as end user initiated processing. Included in such responsibilities, IBM shall:

- support all test and production environments;
- provide computer room operations support and perform console monitoring activities;
- operate and provide application availability to present and future Applications Software to support the operating schedules of Certegy with applicable systems availability, \_\_\_ hours per day, \_\_\_ days per week (subject to Scheduled Downtime, Excusable Downtime or agreed to schedules);
- operate, maintain and enhance, as necessary to perform the Services and meet IBM's obligations under the Master Agreement and the Transaction Document;
- perform all technical system support operations, including DASD management, system programming, capacity planning and performance tuning for the Systems Software;
- as defined in the Schedules, provide support for the equipment and the Systems Software for the equipment;
- schedule systems maintenance so as to minimize interference with the business needs of Certegy;
- complete all processing schedules on time and in the correct sequence set forth in the scheduling manual;
- to the extent reasonably possible, process all special request activities within the requested time frames and in the sequence defined by Certegy;
- provide access to, and software compatibility with, external systems necessary for the Services and other systems identified by Certegy consistent with the operating environment specified in Schedule K of the Transaction Document and the terms and conditions set forth in Section 3.12 of the Master Agreement, provided, however, that such activities do not include responsibility for Year 2000 Compliance of such external systems and Services;
- continuously endeavor to enhance processing capabilities and efficiencies of the IBM Machines in the Data Center through technology changes, system tuning and other run-time improvements;
- perform regular monitoring of utilization needs and efficiencies and provide regular reporting on tuning initiatives, performance and capacity trends for the IBM Machines and System Software;
- consistent with the Master Agreement and Transaction Document, operate, support and maintain third-party products and services;
- provide support for the Certegy Provided Hardware set forth in Schedule C, the Systems Software running on such Certegy Provided Hardware and operations and Systems Software support for the Applications Software to the extent necessary to provide the Services;
- ensure equipment is properly cleaned and maintained at the required intervals in accordance with manufacturers' specifications to minimize problems and outages;
- operate the Applications Software; and
- identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

- Production Control

IBM shall maintain production schedules and cooperate with Certegy by responding to special processing requests and new processing requirements. All changes will be

performed as set forth in the Change Control Process. Included in such responsibilities, IBM shall:

- make no change to the production environment without the prior approval of Certegy; provided, however, that if Certegy's refusal to make such change to the production environment causes demonstrable impact on IBM's ability to meet any Performance Standard or Minimum Service Level, then Certegy shall excuse IBM from those Performance Standard(s) or Minimum Service Level(s) to the extent such failure is due directly to Certegy's refusal to allow change to the production environment;
  - assure that all programs are moved from the application development and test environments to the production environment in a controlled and documented manner, which must in all cases be approved in advance by the Change Committee;
  - schedule all Data Center projects so as not to unreasonably interrupt Certegy business operations; all such projects must receive the prior approval of the Change Committee;
  - document and provide to Certegy a notification of all Data Center changes performed for emergency purposes or as otherwise not precluded in Section 3.0.c.1 above as soon as practicable, but no later than the end of the next day after the change was made;
  - prioritize and schedule batch jobs and report distribution systems subject to Certegy's schedule parameters, including but not limited to, automated scheduling features in the Applications Software and Certegy's specific directions so on-line applications dependent on batch processing and batch process outputs shall be available as scheduled;
  - distribute and obtain Certegy approval for major production control schedule changes prior to implementation, as described in the Change Control Process;
  - update the scheduler data base, as required, to reflect changes to the production environment;
  - monitor scheduler related incidents, and develop and recommend refinements and revisions to the scheduler data base;
  - coordinate and modify schedules for special requests and follow Certegy priorities and IBM will promptly notify Certegy if such special requirements will affect either the timely completion of other tasks or IBM's ability to meet its obligations under the Master Agreement and the Transaction Document;
  - respond expeditiously to requests from Certegy for priority job execution; and
  - identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.
- File Services

IBM shall manage files on the Mainframe Tower Machines in a manner which shall ensure the availability and integrity of all Certegy data. The file management procedures will, among other issues, require Certegy to use industry standard access methods for file I/O data management. Included in such responsibilities, IBM shall:

- ensure that all files under IBM's control are current and available during scheduled access times;
- initiate and complete required data processing activities to ensure the data is processed, with data integrity (e.g., handling line transmission errors) of all processed files, according to the specifications set forth in the Procedures Manual;
- verify, using tools and procedures set forth in the Procedures Manual, the successful receipt of all incoming files and the successful processing and transmission of all outgoing files;
- document, maintain and, as appropriate, update and execute mutually approved file back-up and recovery procedures;

- provide a recovery procedure for restoring the data image to a previous level within a mutually agreed amount of time;
- conduct regularly scheduled back-up and recovery procedures as set forth in the Procedures Manual and as prioritized by Certegy, (e.g., data set restore), so as not to impact scheduled operations and provide recommendations to the IPT regarding back-up and recovery considerations, such as improved levels of protection, efficiencies and cost reductions;
- conduct routine monitoring and corrective action according to procedures prepared by IBM and approved by Certegy for intermediate files used for on-line and batch processing;
- ensure that adequate file space is available for processing, subject to the provisions of the Transaction Document's charging methodologies as set forth in Schedule J;
- report to the IPT, disk space utilization and requirements for capacity planning purposes;
- assist and advise Certegy in utilizing disk storage resources in an efficient and cost effective manner; and
- identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

- Tape Management

IBM shall provide tape management services. Included in such responsibilities, IBM shall:

- update Certegy's procedures, as appropriate and with Certegy's consent, governing time periods for retention of tapes, including reasonable periods for retention of tapes for auditing purposes and include such procedures in the tape management manual;
- provide logging and tracking of physical tapes in and out of the Data Center and provide required rotation of tapes for off-site vault storage;
- establish and/or follow procedures established by Certegy to log and track physical tapes that are checked in and checked out to third party vendors and Certegy customers;
- store tapes and paper documentation, as appropriate, at secure off-site vault storage;
- notify the IBM and/or third party tape storage provider when it is time to scratch or return a tape in accordance with the Procedures Manual;
- complete tape mounts in sufficient time to meet production processing requirements;
- complete tape mounts for nonproduction processing;
- provide tape specifications to Certegy to ensure tape media is reliable and read/write errors are kept to a minimum;
- ensure adequate supplies for the tape environment are maintained and that the scratch tape pool is sufficient to service all required processing needs and notify Certegy when additional tape and other supplies are required;
- purchase up to \$\_\_\_ in tape media annually for Certegy;
- retrieve archived tapes and restore required files and data sets within mutually agreed time frames;
- upon Certegy's reasonable request, provide Certegy with the right to, and access to, monitor tape management operations, mailing and receipt control;
- report tape utilization; and
- identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

- Data Base Administration

IBM, as applicable, shall be responsible for managing the data base environment. Included in such responsibilities, IBM shall:

- participate in planning for changes in the size of data bases due to business growth or reduction and applications development projects, and review Certegy's plans on a regular basis for comment;
- provide physical and operating systems data base support for Certegy's data base environments and those established by IBM;
- in cooperation with Certegy, monitor and report data base performance and data base space utilization and identify, recommend and implement practical modifications for improved performance;
- maintain and/or implement mutually agreed upon data base archive processes and procedures to meet Certegy's business requirements and requests;
- maintain and/or implement mutually agreed upon data base back-up procedures, provided by Certegy, to recover from a data base outage or corrupted data base within time frames specified in the Procedures Manual;
- maintain physical data base definitions and make such definitions available to Certegy upon request;
- promote data base changes into the production environment as approved by Certegy;
- in cooperation with Certegy, maintain the standard data base access routines used by applications development and software maintenance personnel and document any changes to same;
- assist in problem determination and resolution of data base management system issues including escalation to the Systems Software vendor and
- identify possible product and technology enhancement opportunities for improved performance, and notify the IPT of these opportunities.

- Output

IBM shall provide output device processing and operational support necessary to accomplish such processing including production and delivery of files, tape and printed output. Included in such responsibilities, IBM shall:

- provide print operators at the Data Center print facility;
- produce and deliver output within the agreed to schedules;
- track, manage, communicate and resolve problems related to IBM equipment output services;
- separate, package, label, scan and track all tape output and ensure that it is properly distributed to the mutually agreed to distribution drop point within the mutually agreed upon time frames;
- ensure that all files are on the queue and available for transmission to the applicable Certegy output and production control locations within the mutually agreed upon time frames or as set forth in Schedule S of the Transaction Document;
- provide printed output to the local Certegy distribution system located in the print centers or transmit electronic print files to remote sites;
- work with the Certegy mail room personnel to find, trace or replace lost or missing output;
- execute reruns of output requested by Certegy and notify Certegy if rerunning any output shall impact scheduled on-line or batch production processing; and
- identify possible enhancement opportunities for improved output performance and notify the IPT of these opportunities.

- Quality Assurance

IBM shall:

- review problem reports and recommend/implement appropriate fixes with Certegy's approval;
- maintain and update the Application Installation Standards documentation set forth in the Procedures Manual;

- in conjunction with Certegy, review new Certegy production jobs and JCL for correctness and conformance to mutually agreed to standards for efficient resource utilization;
  - participate in weekly change control meetings, or on such other frequency agreed to by the Parties, with Certegy designees in accordance with the Change Control Process; and
  - prepare and distribute management reports.
- Emergency Restoration of Services

IBM shall:

- develop and/or implement Data Center procedures, as required, to support Certegy's emergency restoration of the Services requirements;
  - work with Certegy's emergency plan coordinator to assure IBM's Data Center support plan meets Certegy's requirements and obtain Certegy's approval of procedures; and
  - invoke the Disaster Recovery Plan as applicable, in accordance with Schedule G and the Transaction Document.
- Information Security

IBM shall provide and implement security access control tools for data, data bases and other information repositories and for applications, operating systems and libraries as described in Schedule L and the Transaction Document. IBM shall cooperate with and assist the Certegy System Security Department to allow the security administrators to complete their duties.

- Software Support and Maintenance

IBM shall provide support for all Systems Software as set forth in Schedule B and Applications Software - IBM as set forth in Schedule A. While financial responsibility for the maintenance of the third party Systems Software may, depending upon the responsibilities set forth in Schedule B, reside with Certegy, IBM will be responsible for performing the problem determination, applying maintenance fixes and coordinating Certegy's third party maintenance providers. IBM will provide Systems Software maintenance and support as set forth in the Master Agreement and the Transaction Document.

Certegy shall be responsible for new development, problem determination, scheduling necessary systems resources, applying and testing fixes for all Applications Software. IBM will provide operations and Systems Software support for Certegy's Applications Software personnel and will promote the new or fixed Applications Software to the production system.

- General Responsibilities

IBM's Systems Software maintenance and support responsibilities include the responsibilities described in this Schedule E.

- Quality Assurance

IBM shall be responsible for providing and implementing quality assurance processes and procedures as reasonably necessary to ensure that IBM's Systems Software maintenance and support responsibilities are executed accurately and in a timely manner. Subject to the foregoing, the Parties shall mutually agree upon terms and conditions for conducting checkpoint reviews, software testing and acceptance and other quality assurance procedures. These procedures shall be included in the Procedures Manual.

- Software Maintenance

IBM will provide software maintenance for Systems Software listed in Schedule B. IBM will employ a maintenance methodology, including standards for work plans, design and programming, as set forth in the Procedures Manual.

- Software Services

IBM will apply preventative maintenance and program temporary fixes, as set forth in the responsibilities section of Schedule B, to correct defects in the Systems Software running in the Data Center. IBM will also provide or obtain new versions and releases, upgrades, replacements or additional systems software as agreed to by the Parties, as described in the Transaction Document and its Schedules in order to perform the Services in accordance with its obligations under the Master Agreement and the Transaction Document for the Applications listed in Schedule A.

- Systems Support

- IBM will provide systems support during normal business hours for the location being provided the Services under the Transaction Document Monday through Friday, and on-call support and coverage for each software product during all other hours including scheduled holidays IBM will provide escalation procedures for IBM's on-call support to Certegy. The actual contact listing and organizational structure for systems support will be set forth in the Procedures Manual.
- IBM will provide reasonable system support efforts to assist Certegy application programmers to ensure that Applications Software properly interfaces with Systems Software at no additional charge to Certegy.

- Efficient Use of Resources

IBM will provide the Services using IBM Machines and Certegy Provided Hardware. Additional or replacement equipment, including upgrades, will be added by IBM as necessary to perform the Services in accordance with its obligations under the Master Agreement and the Transaction Document, subject to (i) Additional Charges for unplanned growth beyond the specified Baselines as described in Schedule J, or (ii) increased Annual Services Charges for planned growth beyond the specified Baseline pursuant to Schedule J, or (iii) increased Annual Services Charges for New Services subject to Section 3.12 of the Master Agreement if Certegy's request requires resources not covered by a then-current Baseline, or (iv) some combination of (i) through (iii) above. IBM retains all right, title and interest in and to all IBM equipment, subject to Section 12 of the Master Agreement with respect to Certegy's rights upon termination or expiration of the Transaction Document. IBM shall take commercially reasonable actions to efficiently use resources that will be chargeable to Certegy under the Transaction Document including, but not limited to:

- making schedule adjustments (consistent with Certegy's priorities and schedules for the Services and IBM's obligations with respect to the Services;
- delaying the performance of noncritical functions within established limits; and
- tuning or optimizing the systems used to perform the Services.

- Training and Technical Documentation

- IBM will:

- provide training on the initial Systems Software platform, processes and hardware functionality for designated Certegy personnel (train-the-trainer);
- provide training as required, for Certegy designated personnel (train-the-trainer) on new Systems Software, processes and hardware functionality installed during the term of the Transaction Document; and
- provide a copy of the technical documentation for the existing and new Systems Software licensed to IBM.

- Certegy will:

- provide initial training on the initial Applications Software for designated IBM personnel (train-the-trainer);
- provide initial training, as required, for IBM designated personnel (train-the-trainer) on new Applications Software installed during the term of the Transaction Document;

- provide a copy of the technical documentation supporting the existing and new Applications Software and third party Systems Software licensed to Certegy; and
- provide the training on the processes for the applicable business units.

- General Support Services

- Equipment Maintenance

IBM will provide and/or coordinate maintenance Services for the equipment as specified in the Transaction Document and its Schedules.

- Consolidation and Relocation Services

IBM will install, rearrange and relocate the Mainframe Tower equipment in the Data Center as IBM deems necessary in order to perform the Services and in such a manner so as to minimize service level impact to end users.

- Finance and Accounting Functions

IBM will, as requested or as necessary or required to provide the Services, negotiate lease, license agreements, and vendor contracts.

- Reports

IBM shall provide Certegy with reports that, at a minimum, will include those set forth below. Where possible and economically feasible, using software and resources being used to provide the Services, IBM shall provide Certegy with the capability to down-load data base information and create Certegy's own reports. During the initial six months following the Execution Date of the Transaction Document the Parties shall agree on the format and contents of such reports as well as additional reports requested by Certegy:

- a daily morning report as agreed upon by the Parties;
- a monthly performance report documenting IBM's performance with respect to the Performance Standards and Minimum Service Levels;
- a monthly, rolling quarterly look-ahead schedule for ongoing and planned Data Center changes. The status of Data Center changes will be monitored and tracked against the applicable schedule;
- a monthly change report setting forth a record of all changes performed during the previous month;
- a monthly report describing Certegy's utilization of each particular type of Resource Unit during such month, and comparing such utilization to the then applicable Baseline for each Resource Unit; and
- IBM will provide Certegy with such documentation and other information as may be reasonably requested by Certegy in order to verify the accuracy of the reports specified above.

- Supplies Specifications

IBM will provide Certegy the technical and quality specifications for and inventory quantities of the supplies, if any, required by IBM to perform the Services.

- Technology

IBM and Certegy will assist the IPT in the review of vendor proposals affecting IBM's ability to provide the Services to ensure existing and future systems' compatibility with changing industry standards. IBM will advise the IPT regarding new data processing technologies as appropriate.

- Vendor Liaison and Industry Contacts

IBM will establish and maintain contact with vendors providing information technology services or products to Certegy and apprise the IPT of the latest technological developments.

- Service Review Meetings

IBM will participate in service review meetings with vendors and service providers who provide services relating to the Master Agreement, as reasonably requested by Certegy.

- IBM and Certegy Meetings

The Parties will mutually determine an appropriate set of periodic meetings to be held between representatives of Certegy and IBM. At a minimum, these meetings will include the following:

- a daily meeting among operational personnel to discuss ongoing issues relating generally to daily performance and planned or anticipated activities and changes;
- a monthly management meeting to review the performance report, the project schedule report, the changes report, and such other matters as appropriate; and
- a quarterly senior management meeting to review relevant contract and performance issues.

Except for Section 3.0 n.10.(a) above, meetings will have a published agenda agreed upon by Certegy and IBM sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting.

- Software Currency

The Parties agree to maintain reasonable currency for releases and Versions of Software, unless otherwise mutually agreed. For purposes of this Section, reasonable currency shall mean that the new release or Version is installed not later than 12 months after the date the licensor makes such release or Version commercially available.

In the event either Party requests the other Party to delay upgrading of specific Software beyond the 12 month period or requires operation and maintenance of multiple Versions of Software, the other Party shall do so, provided, that if such Party:

- is prevented from taking economic or performance advantage of technological advancements in the industry; or
- incurs additional costs (e.g., software support costs due to withdrawal of maintenance by the licensor, multiple Version charges, etc.);

then, the requesting Party will either update the Software to the current level or reimburse the other Party for any reasonable increased costs incurred pursuant to the above.

In addition, in the case where Certegy is the requesting Party, Certegy shall relieve IBM from any negative impact on related Performance Standards and Minimum Service Levels as set forth in Schedule S, to the extent the down-level Software is the cause of such negative impact, until such time as the affected Software is deemed current.

- Certegy Responsibilities

- Applications Software

During the term of the Transaction Document, Certegy will be responsible for selecting, or defining requirements for, all Applications Software and all software which executes on End User Machines. IBM agrees to use any Applications Software selected by Certegy, subject to the provisions of Section 3.12 of the Master Agreement. If new Systems Software is required to support Certegy's new Applications Software, IBM will be compensated for maintenance, support and all license and related charges, if any, associated with the new System Software. Certegy will also retain responsibility for maintenance, support and all license and related charges for all Applications Software.

Certegy shall audit, control and approve all new Applications Software prior to its promotion into production and provide the information necessary to operate any new or enhanced Applications Software sufficiently in advance of installation into the production environment to allow IBM a smooth implementation.

- Support Services

As between the Parties, Certegy's responsibilities shall be to:

- perform its responsibilities in accordance with the Procedures Manual, the Master Agreement, the Transaction Document and this Schedule E;
- provide to IBM, to the extent not otherwise sold, assigned or licensed to IBM, for the purposes of meeting its obligations under this Master Agreement, full access to, and use of, equipment and software on the terms and conditions set forth in this Master Agreement;
- provide data, data entry, and data base management and coordinate such activities with IBM's systems design and production functions as described in the Master Agreement, the Transaction Document and this Schedule E;
- designate and document application information requirements, including report design and content, frequency of reports, and accessibility to information;
- provide support to Authorized Users for questions and problems related to Applications Software and Certegy's operations procedures, as referred by the IBM Help Desk;
- provide personnel and equipment to reasonably ensure the physical security of the Certegy Facilities;
- be responsible for creation and administration of user access and password management and security programs as described in Schedule L, the Transaction Document and the Procedures Manual;
- provide all preprinted forms, print paper and expendable or consumable supplies required by IBM to perform the Services;
- be responsible for Certegy tape media additions and replacements above \$\_\_\_\_\_ in any year of the Transaction Document;
- provide all paper forms and supplies required by Authorized Users;
- be responsible for management, operations, maintenance and support for equipment currently managed or supported outside the Certegy In-Scope Operations;
- be responsible for business recovery services for such other applications for which Certegy might wish to provide 48 hour recovery other than those for which Disaster Recovery Services are to be provided by IBM pursuant to Schedule G of the Transaction Document;
- be responsible for operations, maintenance and support for Certegy retained equipment and software, to the extent such activities are outside the Certegy In-Scope Operations;
- perform all mail, messenger, postage, courier and print distribution services for Certegy users; and
- perform such other Certegy activities and functions as are described in the Master Agreement.

- - MEASURES OF UTILIZATION

Starting at the Execution Date of the Transaction Document and monthly thereafter, using the processes AND procedures described in the Procedures Manual, IBM will measure, track and report usage of Resource Units in the following categories.

For purposes of this Schedule E, the Master Agreement, the Transaction Document and its other Schedules, "Systems Overhead" shall mean, but not be limited to, Resource Units:

- used to measure resource usage;
- used by IBM to perform IBM billing functions;
- used for IBM test environment;
- used to perform IBM jobs;
- used for capacity planning studies; and
- attributable to reruns which are due to the fault of IBM.

- Host CPU Utilization

- Resource usage in this category will be measured as the aggregate number of host CPU application minutes (normalized to and quoted in terms of equivalent ES9000-720 single image, single processor minutes) utilized by IBM during the applicable measurement period to run Applications Software including, but not limited to:
  - application minutes;
  - customer ID usage;
  - all minutes associated with data base management system and transaction system address spaces (e.g., CICS, ROSCOE, DB2);
  - application driven backup minutes; and
  - application development and maintenance minutes.
- Certegy's resource usage will not include RUs necessary to perform Systems Overhead or system level work, such as:
  - (a) CPU outage or unavailability;
    - CPU wait time;
    - CPU uncaptured time;
    - IBM system operations, support and administrative personnel usage;
    - IBM caused lost batch time; and
  - the following system services where controlled by IBM, including products with different names providing equivalent function;
    - basic operating system components (JES, LLA, VLF, GRS, MSTJCL, IEESYSAS, TRACE, RASP, XCFAS, DUMPSRV, CONSOLE, ALLOCAS, CATALOG, MOUNT, IOSAS, PCAUTH, TSO, SAR, etc.),
    - IBM system performance monitor, capacity management and billing data collection tools (SMF, RMF, OMEGAMON, SLR, DCOLLECT. EREP, MICS, etc.),
    - IBM system operation and support tools (SMF/E, JOB SCHEDULER, RERUN MANAGER, CONSOLE MANAGEMENT, INFOMGMT, etc.),
    - IBM host-based network operations, support, access methods, and standard system print drivers (VTAM, TCAM, BTAM, NETVIEW, NPM, JES328X, VPS, TCP/IP, PSF, etc.),
    - IBM system-managed storage tools (DFSMS, ICKDSF, TAPE MANAGER, etc.).
- There will be two monthly Baselines established for host CPU utilization, one for Prime Time and one for Non-Prime Time.
- Host CPU utilization will be measured during Prime Time and Non-Prime Time hours and will include all components of host CPU time logged via System Management Facilities (SMF) Type 30 or other mutually agreeable substitute.
- One CPU minute equals one RU. Resource usage for host CPU will be rounded to the nearest whole minute for purposes of measurement, tracking, reporting and calculating Additional Charges for unplanned usage.

The host CPU Baselines set forth in the Supplement reflect the agreed-upon quantity of host CPU Resource Units including any growth factors and/or seasonal adjustments.

- Allocated DASD

- Resource usage for this category will be measured as the number of application gigabytes (GBs) of DASD allocated by or to Applications Software and Authorized Users during the applicable measurement period. The following volume prefixes will be calculated at 75% occupancy: ACRO; DB2; ONL; SAF; L90; PRJ; and CFO. The remaining measurement will be at an application dataset level. DASD allocation will be measured using the DCOLLECT and MICS facilities or other mutually agreeable substitutes.
  - Allocated DASD will include but not be limited to:
    - application space;

- Certegy employee space;
- temporary data sets;
- HSM migration level 1 DASD space;
- application recovery logs/data sets; and
- application development and maintenance space.
- Allocated DASD will exclude Systems Overhead such as:
  - spare volumes;
  - unallocated or free space;
  - system product libraries;
  - catalogs;
  - HSM control data sets, PARMLIB, DASD used for technology migration;
  - SORT and WORK (pools used for system temporary data sets);
  - CTP;
  - system space (page and swap space, spool space, system parameter and control data sets, error analysis space, etc.); and
  - IBM controlled system operation, support and administration data sets (scheduler, InfoMgmt, system maintenance and error analysis, DLIBS, console logs, contract measurement and billing, system monitors, system service machine space, etc.).
- One GB equals one RU. Resource usage for Allocated DASD will be measured in partial RUs for purposes of measurement, tracking, and reporting and calculating Additional Charges for unplanned usage.

The allocated DASD Baselines set forth in the Supplement reflect the agreed-upon quantity of allocated DASD Resource Units including any growth factors and/or seasonal adjustments.

- Print Utilization

- Resource usage for this category will be measured as the aggregate number of lines of printed output, measured in thousands of lines of print (KLOPs), produced by IBM for Certegy during the applicable measurement period. Print utilization will be measured using the SMF/RMF and MICS facilities or other mutually agreeable substitutes.
- One KLOP equal one RU.

The print utilization Baselines set forth in the Supplement reflect the agreed-upon quantity of print utilization Resource Units including any growth factors and/or seasonal adjustments.

- Tape

- Tape Mounts

Resource usage for this category will be measured as the number of application mounts produced by IBM for Certegy during the applicable measurement period. One application mount equals one RU.

- Tape Volume

Resource usage for this category will be measured as the number of application tapes in the tape library during the applicable measurement period. One application tape equals one RU.

- Off-site storage

Resource usage for this category will be measured as the number of storage slots filled in the off-site storage facility during the applicable measurement period. One storage slot filled equals one RU.

Tape utilization will be measured using the MICS facility or other mutually agreeable substitute.

The tape utilization Baselines set forth in the Supplement reflect the agreed-upon quantity of tape utilization Resource Units including any growth factors and/or seasonal adjustments.

EXHIBIT E-1  
 MAINFRAME TOWER  
 SERVICES RESPONSIBILITIES MATRIX  
 P = PRIMARY S = SECONDARY

MAINFRAME TOWER - SERVICES

DESCRIPTION -----	RESPONSIBILITY -----	
	IBM	CERTEGY -----
OPERATIONS		
Operate console		
TAPE MANAGEMENT		
Provide requirements for tape processing		
Select tape hardware per requirements		
Select tape media per requirements		
Mount tapes		
Define tape retention policies		
Implement tape retention policies		
Determine new tape ranges		
Update/maintain blank tape inventory		
Provide requirements for physical tape storage		
Implement physical tape storage methodology		
Perform audit (processes, controls, etc.) of tape library		
Set tapes to scratch status		
Define requirements for printing tape headers		
Print tape headers		
Provide input to measurements		
Provide measurements		
Tape shipping		
- - Define requirements for shipping tapes		
- - Ship tapes per requirements		
- - Sign tapes in/out of tape library		
Tape library management		
- - Define requirements for tape management system		
- - Determine tape management system		
- - Install/maintain tape management system		
- - Add new tape/volser ranges to library system		
Vaulting		
- - Define tape vaulting requirements		
- - Implement tape vaulting requirements		
- - Determine tape vaulting company		
- - Ship/receive tapes to/from vault		
Inventory tracking		
- - Inventory tapes from new business source		
- - Determine/implement tape inventory tracking program		
- - Perform inventory of all accounts annually		
PRINT MANAGEMENT		
Print forms		
Ensure quality of print		
Maintain authorized printers		
Staff and manage Data Center print room		

MAINFRAME TOWER - SERVICES

DESCRIPTION	RESPONSIBILITY	
	IBM	CERTEGY
Develop laser forms		
Provide input to measurements		
Provide measurements		
Supplies		
- - Track/maintain/order paper		
- - Track/maintain/order printer supplies (toner, fuser oil, etc.)		
- - Provide requirements for special forms, labels		
- - Track/maintain/order special forms, labels		
Courier		
- - Provide requirements for courier deliveries		
- - Determine courier deliveries		
- - Determine provider of courier services		
- - Manage courier services		
- - Deliver print to specified drop points in Building 1 and 2		
- - Deliver print to remaining drop points		
Certegy local/remote printing (other than the Data Center print room)		
- - Maintain local/remote printers		
- - Operate local/remote printers		
- - Support local/remote printers (relocation, Cabling, installation, etc.)		
- - Provide all supplies for local/remote printers		
Check printing		
- - Order/maintain check supplies		
- - Forms processing of checks		
- - Print checks		
Software/Tools		
- - SAR system support		
- - SAR distribution table updates		
- - Xpress Delivery system support		
- - Xpress Delivery table updates		
Microfiche		
- - Process microfiche		
SYSTEM MANAGEMENT AND CONTROL		
File backup/recovery (Recovery Management)		
Document operations procedures		
Job accounting statistics		
Hardware planning and Installation		
- - Technology input		
- - Hardware selection		
- - Hardware facilities requirements		
Capacity Management		
- - Define and maintain process documents (SMC)		
- - Define application plans and requirements		
- - Capacity Monitoring		
- - Billing data		
Performance Management		
- - Define Performance Standards and Minimum Service Level requirements		
- - Define and maintain process document (SMC)		
- - Document Performance Standards and Minimum Service Level agreements		
- - Measure and analyze performance		

MAINFRAME TOWER - SERVICES

DESCRIPTION	RESPONSIBILITY	
	IBM	CERTEGY
- - Implement improvement programs		
- - Provide monthly reports		
Change Management		
- - Define and maintain process document (SMC)		
- - Provide change requirements for application installs and upgrades		
- - Provide change requirements for Systems Software		
- - Conduct change control meeting		
- - Promote changes to production		
- - Report on system change success		
- - Close change records assigned to Certegy		
- - Close change records assigned to IBM		
Executive reporting for system performance		
Problem Management		
- - Define and maintain process document (SMC)		
- - Record production problems		
- - Distribute problem records to support groups for resolution		
- - Provide input on problem records		
- - Track production problems through resolution		
- - Close records assigned to Certegy		
- - Close records assigned to IBM		
- - Perform root cause analysis for Application problems causing an unscheduled outage		
- - Perform root cause analysis for non-Application problems causing an unscheduled outage		
- - Report on change success		
System security (i.e., CICS, TSO)		
- - Administration		
- - Execution		
IBM System Control Program installation & maintenance		
Third party System Control Program installation/maintenance		
System monitoring (Mainframe, CICS, IMS, etc.)		
Performance tuning		
- - Systems		
- - Applications		
Provide Input and assist troubleshooting/problem resolution		
Troubleshooting/problem resolution		
Application programmer technical assistance per Section 3.0.k.5.(b)		
Application programmer usage assistance		
Provide input on Systems backup/recovery requirements		
Systems backup/recovery procedures		
Systems backup/recovery job execution		
VTAM/NCP installation		
Performance and utilization monitoring		
- - Establish performance criteria		
- - Implement improvement programs		
- - Measure and analyze performance		
- - Performance reporting		
New technology/product research (New Projects/New Services)		
- - Systems technology input/review		

MAINFRAME TOWER - SERVICES

DESCRIPTION	RESPONSIBILITY	
	IBM	CERTEGY
- - Systems technology selection		
- - Technology implementation		
New technology/product research (existing scope)		
- - Technology input		
- - Technology review		
- - Technology selection		
- - Technology implementation		
Consulting for product/systems selection		
DATA BASE ADMINISTRATION		
Data modeling		
Logical database design		
DBMS (Data Base Management System) maintenance		
Physical database design		
Physical database review/support		
Provide input/assistance to DBA		
User access (views, copy members)		
Security (DBMS)		
DBMS capacity planning		
DBMS performance management		
Input into DBMS capacity/performance management		
DBMS performance utilization tracking		
Assist in DBMS performance analysis		
Training/application development assistance		
DBMS Backup/recovery procedures		
Execute backup/recovery jobs		
Database troubleshooting/resolution		
Assist and provide input for database troubleshooting/problem resolution		
Fourth Generation Language maintenance support (i.e., QMF, CSP, etc.)		
FAILURE RECOVERY		
Data Center/Data Network Machines failure		
IBM Systems Software FAILURE		
Third party Systems Software failure		
Applications Software failure		
End User Machine failure		
Provide space requirements		
Physical design		
Capacity planning		
Performance management		
Performance utilization tracking		
Backup/recovery procedures		
Troubleshooting/resolution		
PRODUCTION CONTROL		
Scheduling Software		
- - Install/update changes		
- - Scheduler testing/support		
- - Build scheduler plans		
- - Execute production jobs		
Production Scheduling		

MAINFRAME TOWER - SERVICES

DESCRIPTION	RESPONSIBILITY	
	IBM	CERTEGY
- - Input to JCL standards		
- - Develop/maintain JCL standards		
- - Review JCL for standards compliance		
- - Code and test JCL		
- - Document job flow/job streams		
- - Document job restart/rerun		
- - Document job prerequisites, priorities and dependencies		
- - Maintain scheduling manual in production control		
Promote production code		
Parameter card input		
Parameter card update - Certegy managed		
Parameter card update - IBM managed		
Certegy calendar/scheduler input		
Scheduling calendar		
Batch test schedule		
- - Define/develop test requirements		
- - Execute test		
Batch/Online production schedule (centralized/IBM managed)		
- - Provide scheduler input (production job requirements)		
- - Scheduler updates		
- - Provide input on scheduling conflicts		
- - Resolve scheduling conflicts		
- - Execution		
- - Production checks and balances process		
- - Report balancing		
Batch/online production schedule (decentralized/Certegy managed)		
- - Provide scheduler input		
- - Scheduler updates		
- - Execution		
- - Production checks and balances process		
- - Report balancing		
Job execution		
- - Monitor production job execution		
- - Address/escalate batch failures		
Application systems installation		
- - Acceptance testing		
- - Verification/approval process		
- - Promote to production		
Report distribution software		
- - Install/maintain/support package		
- - Level 2 problem determination		
- - Define reports and distribution requirements		

EXHIBIT E-2  
 MAINFRAME TOWER  
 FINANCIAL RESPONSIBILITIES MATRIX  
 MAINFRAME TOWER - FINANCIAL

DESCRIPTION -----	RESPONSIBILITY -----	
	IBM ----	CERTEGY -----
ANNUAL SERVICES CHARGE		
ADDITIONAL CHARGES (SUBJECT TO BASELINES AND RATES AS SET FORTH IN THE SUPPLEMENT)		
COLA CHARGES		
COLA CREDITS		
TERMINATION CHARGE		
TAXES		
Personal property/use		
- - Certegy Provided Hardware		
- - IBM Machines		
- - Application Software		
- - Systems Software		
- Applicable to periods prior to the Execution Date of the Transaction Document		
- Applicable to periods on or after the Execution Date of the Transaction Document		
Real estate taxes		
- - IBM owned/leased property		
- - Certegy owned/leased property		
Future taxes on provision of Services/New Services (sales, use, excise or services)		
DATA CENTER		
Machines		
- - Leases (on or after the Execution Date of the Transaction Document as specified in Schedule F)		
- - Operations		
- - Maintenance		
- - Upgrades		
- - Replacements		
Systems Software		
- - Licenses (on or after the Execution Date of the Transaction Documents as specified in Schedule F)		
- - Operations		
- - Development		
- - Maintenance		
- - Replacements		
APPLICATIONS SOFTWARE		
Procure packages		
Licenses		
Operations		
Replacements		
PRINT		
Creation		
Distribution costs) beyond drop locations specified in this Schedule E)		
Filing/storage - Applications output		
Filing/storage - Systems output		

DESCRIPTION	RESPONSIBILITY	
	IBM	CERTEGY
TAPE		
Purchase Certegy tape media requirements up to \$ ____ annually		
Purchase Certegy tape media requirements over \$ ____ annually		
DISASTER RECOVERY		
Up to Configuration (as specified in Schedule G)		
Above specified Configuration		
Certegy declares the Disaster or preemptive action - Recovery Center daily usage fees for Disaster		
Recovery Services in the event of an actual Disaster or associated with a preemptive action as set forth in Sections 4.0.c and 4.0.e of Schedule G		
IBM declares the Disaster or preemptive action - Recovery Center daily usage fees for Disaster		
Recovery Services in the event of an actual disaster or associated with a preemptive action as set forth in Sections 4.0.c and 4.0.e of Schedule G		
MISCELLANEOUS CHARGES		
Required Consents		
- - Administration		
- - Associated charges/fees (excluding charges/fees related to IBM's rights to access/operate Systems Software)		
- - Charges/fees related to IBM's right to access/operate Systems Software		
Services Transition Assistance (Schedule R)		
Contracts (on or after the Execution Date of the Transaction Document as specified in Schedule F)		
Facilities (occupancy, maintenance, security, etc.) - IBM locations		
Facilities (occupancy, maintenance, security, etc.) - Certegy Facilities		
Facilities (Security) - Certegy Facilities		
Office equipment (workstations, furniture, telephones, FAX, etc.) - IBM locations		
Office equipment (workstations, furniture, telephones, FAX, etc.) - Certegy Facilities		
Mail room, postage, messenger, courier (IBM internal)		
Mail room, postage, messenger, courier (Certegy internal)		
Data Center Machine supplies		
Printed forms and printer paper		
IBM personnel office supplies		
Certegy personnel office supplier		

SCHEDULE F OF  
TRANSACTION DOCUMENT\* \_\_\_\_\_  
MAINFRAME TOWER  
LEASES, LICENSES AND OTHER CONTRACTS

SECTION F-1 - LEASES FOR MAINFRAME TOWER

			IBM RESPONSIBILITIES		
ITEM					
NBR	VENDOR NAME	DESCRIPTION	FINANCIAL	MANAGEMENT	ADMINISTRATIVE

SECTION F-1 OF SCHEDULE F LISTS THE MAINFRAME TOWER LEASES FOR WHICH IBM IS ASSUMING FINANCIAL, MANAGEMENT AND/OR ADMINISTRATIVE RESPONSIBILITY AS ATTORNEY IN FACT FOR CERTEGY.

SECTION F-2 - LICENSES FOR MAINFRAME TOWER

			IBM RESPONSIBILITIES		
ITEM	SOFTWARE				
NBR	VENDOR NAME	DESCRIPTION	FINANCIAL	MANAGEMENT	ADMINISTRATIVE

SECTION F-2 OF SCHEDULE F LISTS THE SOFTWARE LICENSES FOR WHICH IBM IS ASSUMING FINANCIAL, MANAGEMENT AND/OR ADMINISTRATIVE RESPONSIBILITY AS ATTORNEY IN FACT FOR CERTEGY. THIS LISTING IS INDEPENDENT OF OTHER SCHEDULES AND ITEMS MAY APPEAR HERE AND ALSO ON SCHEDULE A OR B.

SECTION F-3 - CONTRACTS FOR MAINFRAME TOWER

ITEM NBR	SOFTWARE VENDOR NAME	DESCRIPTION	IBM RESPONSIBILITIES		
			FINANCIAL	MANAGEMENT	ADMINISTRATIVE

SECTION F-3 OF SCHEDULE F LISTS THE CONTRACTS FOR WHICH IBM IS ASSUMING FINANCIAL, MANAGEMENT AND/OR ADMINISTRATIVE RESPONSIBILITY AS ATTORNEY IN FACT FOR CERTEGY.

SCHEDULE G OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
DISASTER RECOVERY SERVICES

SECTION G-1

- - INTRODUCTION

IBM will be responsible for the provision of Disaster Recovery Services to Certegy based on the IBM and Certegy Configurations identified in the Disaster Recovery Plan. The Disaster Recovery scope covers the Mainframe Tower as of the Execution Date of the Transaction Document.

It is IBM's intent to provide Disaster Recovery Services for Critical Applications and Critical Customers at a level of performance which will allow Certegy to restore and continue those covered functions which are vital to the continuation of Certegy's business operations during a declared Disaster.

IBM will make commercially reasonable efforts to meet Performance Standards and Minimum Service Levels during a Disaster declaration.

- - DEFINITIONS

All capitalized terms used and not defined in this Schedule G shall have the same meanings given them elsewhere in the Agreement.

- "COLD SITE" means a fully constructed facility that provides all Hot-Site physical services and utilities necessary to support Certegy's computer environment. It does not have installed computer hardware or network equipment.
- "CRITICAL APPLICATIONS" means the applications specified by Certegy to support Certegy's vital business functions in the event of a Disaster. The Critical Applications are set forth in Section G-2.
- "CRITICAL CUSTOMERS" means the customers specified by Certegy to support Certegy's vital business functions in the event of a Disaster. The Critical Customers list, is set forth in the Disaster Recovery Plan.
- "DISASTER" means any unplanned interruption of information processing for Certegy, due to causes beyond the control of Certegy or IBM, which significantly impairs the ability of IBM to operate the Critical Applications and the Critical Customers at the Data Center. Examples are, but not limited to:
  - loss of the building to fire;
  - loss of power to the facility due to tornado damage; and

- inability to access the facility due to a chemical spill, etc.
- "DISASTER RECOVERY" means the restoration, at a location other than the Data Center, of Critical Applications and Critical Customers following a declared Disaster.
- "DISASTER RECOVERY PLAN" means the mutually agreed upon plan for recovering Certegy's Critical Applications and Critical Customers necessary for continuation of the vital business processes of Certegy.
- "CERTEGY CONFIGURATION" means the hardware and software provided by Certegy to the Recovery Center for support of the Critical Applications and Critical Customers during a declared Disaster, as of the date the Disaster is declared. The Certegy Configuration is set forth in the Disaster Recovery Plan.
- "CERTEGY DISASTER RECOVERY COORDINATOR" shall have the meaning set forth in Section 3.0.c herein.
- "HOT-SITE" means a fully equipped data center environment which contains the computer equipment required to support Certegy's covered systems.
- "IBM CONFIGURATION" means the hardware and software provided by IBM, as set forth in the Disaster Recovery Plan, designated for support of the Critical Applications and Critical Customers during a declared Disaster. Such IBM Configuration will be equivalent to seventy-five (75) percent of the Data Center capacity supporting the existing Baselines as of the date the Disaster is declared.
- "IBM DISASTER RECOVERY COORDINATOR" shall have the meaning set forth in Section 3.0.b.1 herein.
- "RECOVERY CENTER" means the facility from which IBM provides Disaster Recovery Services.

- - DISASTER RECOVERY PLAN

- The Disaster Recovery Plan will include, but not be limited to, the following:
  - a brief description of the critical services and functions, including a listing of the Critical Applications and Critical Customers;
  - the agreed upon recovery times for each Critical Application and Critical Customer;
  - the hardware and software comprising the IBM Configuration used for Disaster Recovery;
  - the hardware and software comprising the Certegy Configuration used for Disaster Recovery;
  - IBM's and Certegy's recovery responsibilities;
  - contact listings of Certegy and IBM key personnel on the recovery management team;
  - identification of recovery teams;
  - Disaster declaration process;
  - names of those individuals who are authorized by each party to declare a Disaster;
  - backup process and components;
  - the schedule for the periodic tape backup of Critical Applications;
  - the location and schedule for off-site storage of the tape backups;
  - notification procedures;
  - recovery information, procedures, schedules, etc.; and
  - procedures for maintaining the Disaster Recovery Plan.

IBM Responsibilities

IBM will:

- provide a representative who is knowledgeable in Disaster Recovery planning and the Disaster Recovery Plan (the "IBM Disaster Recovery Coordinator") to serve as a single point of contact for Certegy's Disaster Recovery related communications and activities. The IBM Disaster Recovery Coordinator will be responsible for the development, maintenance, documentation and testing of the Disaster Recovery Plan and will ensure that the Disaster Recovery Plan is stored in an off-site location;

- in cooperation with the IPT, review and update if necessary, the Disaster Recovery Plan on an annual basis or as warranted by business and/or technical changes to ensure compatibility with Certegy's and IBM's overall Disaster Recovery strategies and related plans;
- in cooperation with Certegy, test the Disaster Recovery Plan annually to ensure the Disaster Recovery Plan remains practicable and current;
- provide up to \_\_\_\_\_ hours per system per year at the Recovery Center for testing Certegy's Disaster Recovery Plan and provide Certegy with a detailed written status report within 30 business days following each Disaster Recovery test as well as recommendations and an action plan to correct any deficiencies;
- provide system recovery to the last backup cycle available from tapes rotated to the off-site storage location;
- provide overall project management in the event of a Disaster or scheduled test;
- verify that problem resolution during tests is performed in a timely manner. (Certegy may request additional test time for an additional cost based on Recovery Center availability);
- schedule tests at dates and times acceptable to both Certegy and IBM; and
- work with Certegy to review and update if necessary, the Critical Application and Critical Customer lists on a quarterly basis and present the results to the IPT. The IPT will resolve any financial implications that may result from such review and update.

#### Certegy Responsibilities

Certegy will provide a representative who is knowledgeable in Disaster Recovery planning and the Disaster Recovery Plan (the "Certegy Disaster Recovery Coordinator") to serve as a single point of contact for Certegy and who will:

- act as the primary interface to IBM's Disaster Recovery Coordinator;
- be available on a continuous basis in the event a Disaster is declared;
- assist IBM in the development of the Disaster Recovery Plan;
- in cooperation with IBM, test the Disaster Recovery Plan;
- provide the IBM Disaster Recovery Coordinator with Certegy's updates to the Disaster Recovery Plan to ensure the Disaster Recovery Plan remains current;
- work with IBM to review the Critical Applications and Critical Customers lists on a quarterly basis; approve test success criteria before each test; and
- coordinate the development of a Disaster Recovery Plan for Certegy to cover those items for which Certegy has a responsibility.

#### - - DATA CENTER RECOVERY

- The Hot-Site Recovery Center may be occupied for up to six (6) weeks after IBM is afforded access to the Recovery Center. After six (6) weeks, IBM will provide space in the Cold Site for up to six (6) months. Such space shall be adequate to install the IBM and Certegy Configurations as set forth in the Disaster Recovery Plan.
- In the event of an extended Disaster, IBM and Certegy will work together during the first six (6) weeks following the declaration of Disaster to develop and implement a planned move to the Cold Site facility. Certegy will have management and financial responsibility for providing the Certegy Configuration to the Recovery Center, the Cold Site facility and the subsequent permanent facility, if requested by Certegy, IBM will assist Certegy in obtaining such equipment. IBM will have management and financial responsibility for providing the IBM Configuration to the Recovery Center, the Cold Site facility and the subsequent permanent facility. During the occupation of the Cold Site facility, the Parties will work together to develop and implement a plan to move to the permanent facility.
- A representative of either Party may declare a Disaster. The declaration of a Disaster and a list of the representatives designated by IBM and Certegy as authorized to declare such Disaster is specified in the Disaster Recovery Plan. The list of representatives will be reviewed and updated, if necessary, on a quarterly basis.
- In the event of a Disaster, access to the Recovery Center or

another recovery facility will be on a first-come-first-served basis and may be shared with other subscribers also experiencing a Disaster. Certegy will be provided priority access over:

- customers who are not Disaster Recovery Services customers;
- customers who have scheduled testing; and
- customers who subsequently notify the Recovery Center that they have declared a Disaster.
- If, in the opinion of a Party, a Disaster is imminent and such Party wishes to preempt other Disaster Recovery Services customers who may choose to wait until an actual Disaster occurs, such Party may declare a Disaster. Such declaration is still subject to the first-come-first-served conditions in Section 4.0.d. above and a two (2) day minimum daily usage charge will apply if the Disaster Recovery Center is reserved and not subsequently occupied as a result of such declaration.
- If the primary Recovery Center specified in the Disaster Recovery Plan is not available when a Disaster is declared, Disaster Recovery Services will be provided at another Recovery Center or at an IBM internal information processing facility.
- Restoration of the Certegy Critical Applications will be completed as set forth in Section G-2. Restoration of all other production Applications identified in Schedule A and associated customers will be completed in thirty (30) days based on the capacity of the IBM and Certegy Configurations listed in the Disaster Recovery Plan. Additional capacity can be provided for additional cost.
- IBM Responsibilities

In the event of a declared Disaster, IBM will:

- begin the restoration of Certegy systems within twenty-four (24) hours after disaster declaration based on the IBM and Certegy Configuration resources specified in the Disaster Recovery Plan to support Certegy's Critical Applications and Critical Customers;
- complete the restoration of Certegy's Critical Applications and Critical Customers within \_\_\_ hours after Disaster declaration;
- deliver the data and software archived in off-site storage to the Recovery Center designated in the Disaster Recovery Plan or at such other location as may be established by IBM thereafter;
- restore and operate the Critical Applications on the IBM and Certegy Configurations at the Recovery Center;
- have management and financial responsibility for providing the IBM Configuration to the Recovery Center, the Cold Site facility and the subsequent permanent facility;
- pay all costs associated with off-site storage, up to the current Baseline set forth in the Supplement, during a Disaster;
- pay any Recovery Center daily usage fees in the event of an actual Disaster or associated with a preemptive action if IBM is the Party declaring the Disaster or preemptive action, as set forth in Sections 4.0.c and 4.0.e of this Schedule;
- provide adequate office space at the Recovery Center for technical support teams to conduct recovery operations (Business Resumption space is not included in this solution); and
- pay all travel and living expenses incurred by IBM personnel in the performance of IBM's Disaster Recovery responsibilities.
- Certegy Responsibilities

In the event of a declared Disaster, Certegy will:

- perform its Disaster Recovery responsibilities as set forth in this Schedule G and the Disaster Recovery Plan;
- pay any Recovery Center daily usage fees in the event of an actual Disaster or associated with a preemptive action if Certegy is the Party declaring the Disaster or preemptive action, as set forth in Sections 4.0.c and 4.0.e of this Schedule;
- have management and financial responsibility for providing the Certegy Configuration to the Recovery Center, the Cold Site facility and the subsequent permanent facility;
- furnish all supplies and storage media not included as part of the Services;
- comply with Recovery Center procedures, including those for safety and security;

- pay all costs associated with off-site data storage, above the current Baseline set forth in the Supplement, during a Disaster;
- pay all travel and living expenses incurred by Certegy personnel in the performance of Certegy's Disaster Recovery responsibilities; and
- Certegy will be responsible for all Authorized User recovery services, including any costs associated with connectivity and support.

If the primary Recovery Center specified in the Disaster Recovery Plan is not available when a Disaster is declared, Disaster Recovery Services will be provided at another Recovery Center or at an IBM internal information processing facility.

- - DISASTER RECOVERY PLAN TEST FAILURE

If a failure occurs in the testing of the Disaster Recovery Plan and such failure results in the need for an additional test, all costs associated with the additional test will be borne by the Party responsible for the failure.

- - DATA CENTER RECOVERY FAILURE

In the event that IBM exceeds its committed recovery time at the primary Recovery Center by greater than five (5) days then, at Certegy's sole discretion, the terms and conditions set forth in Section 3.3 of the Master Agreement shall prevail.

- - RESOURCES AND GROWTH

The resources for Disaster Recovery Services are the capacities of the IBM and Certegy Configurations listed in the Disaster Recovery Plan. Growth in the IBM Configuration will be provided at a rate necessary to support Baseline adjustments and/or the percent of growth, if any, for each affected Baseline as set forth in Schedule E and the Supplement without an increase in the charges to Certegy.

- - NEW SERVICES

Additional services, functions or capacity beyond that specified in this Schedule G will be added at the request of Certegy subject to Section 3.12 of the Master Agreement.

SECTION G-2

CRITICAL APPLICATIONS AND RECOVERY TIME FRAMES

Certegy's Critical Applications supported by the IBM and Certegy Configurations listed in the Disaster Recovery Plan and the associated Disaster Recovery time frames are listed below and have been included as part of the Disaster Recovery Plan. The Disaster Recovery time frame is based on the completion of the recovery effort after declaration of Disaster.

CRITICAL APPLICATION  
-----

RECOVERY TIME FRAME  
-----

DISASTER RECOVERY RESPONSIBILITIES MATRIX

RESPONSIBILITY

-----  
IBM    CERTEGY  
-----

GENERAL

Develop requirements for Disaster Recovery  
Provide overall Disaster Recovery project management  
Recovery of systems and processes not covered in contract  
Provide Business Resumption Services to continue Certegy operations

DISASTER RECOVERY PLANNING

Review the Critical Applications list and Critical Customers list on a quarterly basis and present the results to the IPT

Update, if necessary, the Critical Applications list and the Critical Customer list on a quarterly basis

Develop Disaster declaration processes and procedures

IPT will Conduct annual Disaster Recovery Plan reviews and updates

DISASTER RECOVERY PLAN MANAGEMENT

Assign an IBM Disaster Recovery Coordinator to maintain the Disaster Recovery Plan

Provide for the recovery of the Certegy Critical Applications and Critical Customers in place at the time of a Disaster as defined in Schedule G

Assign an Certegy Disaster Recovery Coordinator and maintain plans for non-covered systems and processes

DISASTER RECOVERY TEST

Develop annual Disaster Recovery test plan

Assist in development of annual Disaster Recovery Plan

Provide overall coordination effort for the annual recovery test

Approve test success criteria

Produce written status report of test results within 30 business days after each disaster recovery test

Review disaster recovery test results for plan updates as appropriate

Responsible for travel expenses associated with the annual disaster recovery test (travel and expense supplies for IBM employees).

Responsible for travel expenses associated with the annual disaster recovery test (travel and expense supplies for Certegy employees)

Disaster Operations

Declaration of Disaster

As set forth  
in the  
Disaster  
Recovery Plan

Alert Recovery Center of Disaster situation

Begin recovery of Critical Applications and Critical Customers at the assigned Recovery Center within 24 hours after the declaration of a Disaster

Complete recovery of the Critical Applications and Critical Customers at the assigned Recovery Center within \_\_\_ hours after Disaster declaration

Provide use of the Recovery Center Hot-Site for up to six (6) weeks during a declared Disaster for the covered applications and customers

Provide a Cold-Site for up to six (6) months after the IBM and Certegy Configurations are transferred to the Cold-Site from the Hot-Site

In the event of an extended Disaster, develop and implement a plan, during the six (6) weeks following the Disaster Declaration, to move to the Cold Site facility

In the event of an extended Disaster, assist IBM in the development and implementation of a plan, during the six (6) weeks following the Disaster

DISASTER RECOVERY RESPONSIBILITIES MATRIX

RESPONSIBILITY

IBM CERTEGY

Declaration, to move to the Cold Site facility

During the occupation of the Cold Site facility, develop and implement a plan to move to the permanent facility

During the occupation of the Cold Site facility, assist IBM in the development and implementation of a plan to move to the permanent facility

Management and financial responsibility for providing the Certegy Configuration to the Recovery Center, the Cold Site facility and subsequent permanent facility

Management and financial responsibility for providing the IBM Configuration to the Recovery Center, the Cold Site facility and subsequent permanent facility

Responsible for Recovery Center daily usage fees associated with an actual Disaster or preemptive action as set forth in Sections 4.0.C and 4.0.e of this Schedule G if IBM declares the Disaster or preemptive action

Responsible for Recovery Center daily usage fees associated with an actual Disaster or preemptive action as set forth in Sections 4.0.C and 4.0.e of this Schedule G if Certegy declares the Disaster or preemptive action

Responsible for travel expenses associated with Disaster Recovery operations for IBM employees during the disaster

Responsible for travel expenses associated with Disaster Recovery operations for Certegy employees during the disaster

Responsible for costs associated with off-site storage, up to the current Baseline set forth in the Supplement, during a Disaster

Responsible for costs associated with off-site data storage, above the current Baseline set forth in the Supplement, during a Disaster

SCHEDULE H OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
TRANSITION PLAN

- - INTRODUCTION

This Schedule H sets forth an outline of the activities necessary to transition the responsibility for providing the Mainframe Tower Services from Certegy to IBM during the Transition Period and such applicable activities will be included in the Transition Plan. Within \_\_\_\_\_ days after the Execution Date of the Transaction Document, a detailed Transition Plan will be drafted by a team of the appropriate IBM personnel and Certegy Transition Personnel (the "Transition Team"). To the extent applicable to the Services provided under the Transaction Document, the detailed Transition Plan will be based upon the outline set forth in Section 3.0 through Section 5.0 below and will describe:

- the goals, expectations and specific objectives of each portion of the Transition Plan;
- the technical assumptions and dependencies inherent in the Transition Plan;
- all variances between Certegy Facilities (i.e., exceptions to the operating environment(s) set forth in Schedule K, unique transition requirements, etc.); and
- the timeliness, activity dates and people responsible for individual tasks throughout the Transition Period,

The Transition Plan will be the control mechanism for determining transition responsibilities and it will contain descriptions and schedules for the required tasks. The focus of the Transition Plan activities is to ensure that the Services transfer smoothly to IBM with minimal disruption to Certegy operations.

Upon completion of the detailed Transition Plan, the Transition Team will meet weekly, or as otherwise mutually agreed, and will review and update the Transition Plan to reflect changes such as revisions to schedules, resource requirements, dependencies, and priorities and it will summarize the progress on Transition Plan activities to date.

- - DEFINITIONS

All capitalized terms used and not defined in this Schedule H shall have the same meanings given them elsewhere in the Agreement.

- "TRANSITION MANAGER(S)" shall have the meaning set forth in Section 3.0.b.1 herein.
- "TRANSITION TEAM" shall have the meaning set forth in Section 1.0 herein.

- - TRANSITION OVERVIEW

- Transition Objectives

The transition objectives include:

- minimizing disruptions to Certegy's business activity and Authorized Users during the Transition Period;
- implementing the IBM system management control (SMC) disciplines, as described in Schedule E, in the Certegy operating environment to maintain a controlled environment and to provide the agreed upon levels of service to Certegy;
- providing status updates and information to Certegy management, designated Authorized Users and the Transition Team;
- defining the level of IBM's required assistance or participation in any Certegy Projects related to the Mainframe Tower Services already underway or planned, as set forth in Schedule N;
- implementing a single-point-of-contact (SPOC) help desk to receive problem calls and requests for Services;
- developing the Procedures Manual, including establishing processes and procedures that will focus on quality and customer satisfaction;
- establishing interfaces between IBM and key Certegy business units and service organizations;
- implementing processes and procedures which will assist IBM in meeting the Performance Standards and Minimum Service Levels set forth in Schedule S;

- establishing Performance Standards and Minimum Service Levels for defined Services and the metrics to be used for measuring Performance Standard and Minimum Service Level attainment in each of the specified categories; and
- implementing processes and procedures which will assist IBM in meeting the Performance Standards and Minimum Service Levels set forth in Schedule S.
- Transition Methodology

IBM's transition methodology provides that:

- Each Party will appoint an individual who will be responsible for overseeing the completion of such Party's Transition Plan responsibilities and coordinating activities with the other Party (the "Transition Manager(s)"). The IBM Transition Manager will work closely with the Certegy Transition Manager to ensure that all Transition Plan activities are completed according to the agreed upon schedule and process(es). The Transition Managers will meet regularly to review the status of the Transition Plan activities and to resolve any issues.
- Transition Team members will be assigned specific tasks to be accomplished within the time frames set forth in the Transition Plan. Required coordination will take place through the transition meetings chaired by the Transition Managers. The Transition Managers will determine the frequency and location of all necessary meetings. At a minimum, there will be a monthly meeting with Certegy and IBM management to review the status of the transition.
- Because of the importance of the transition and the need to expedite all activity, it will be the responsibility of each Transition Team member to bring issues, concerns and comments to the attention of the Transition Managers at the scheduled meetings or as necessary. The plan for resolving these issues, including the identification of the responsible team member(s) and the scheduled date(s) for resolution, will be agreed upon at these meetings.
- Any item(s) that could impede the successful, timely completion of the Transition Plan tasks will be classified as issues, problems or exposures and each should be included (with a related action plan for resolution) in updates to the Transition Plan under the sections for individual Task Plans and Alert and Concerns.

- - General Roles and Responsibilities

- IBM Responsibilities

IBM, with Certegy's cooperation, is responsible for the development and implementation of the Transition Plan. Responsibilities include establishing a transition project office, management of, at a minimum, monthly transition status meetings and the tracking of all tasks. IBM will provide regular updates to Certegy management describing the following:

- activities scheduled during the current reporting period;
- activities planned for the next reporting period;
- change control activity:
  - cumulative,
  - approved,
  - rejected,
  - in-progress, and
  - concerns/recommendations.

- Certegy Responsibilities

Certegy will be required to assign Transition Personnel to the Transition Team to assist IBM in the development and implementation of the Transition Plan. Certegy will provide the required resources necessary to perform its Transition Plan responsibilities, including:

- providing the appropriate Transition Personnel to jointly develop with IBM, individual Transition Plan chapters and identify the tasks needed to complete each major Service area transition;
- providing representation and input from the Authorized User organizations who will be required to assist in defining the criteria for the operations transition

portions of the Transition Plan to facilitate the migration of Certegy's application processing functions to IBM;

- providing IBM personnel with access to the Facilities and systems affected as a result of the transition;
- providing current, detailed data on Facilities, hardware/software configurations and inventory data related to the transition;
- identifying all current and future known projects which are not addressed in the Transition Plan; and
- providing, to the extent available, all required documentation related to the transition (i.e., third-party services, existing processes and procedures, systems documentation, etc.).

- - Transition Plan

The Transition Plan will include the detailed activities as well as each Parties' respective responsibilities related to the migration from Certegy to IBM of each of the following major Service areas:

- Personnel Transition Plan

This section of the Transition Plan will describe the tasks necessary to ensure the smooth transfer of the Affected Employees accepting employment with IBM or its subcontractors. The Parties will up-date the Personnel Transition Plan, as appropriate, during the \_\_\_\_ day period following the Execution Date of the Transaction Document. The major objectives of the Personnel Transition Plan include:

- timely communication to the Affected Employees on employment status and IBM's employment process;
- maintaining employee morale during the Transition Period; and
- providing appropriate employee orientation to, and required training for, the new environment to the Affected Employees who accept employment with IBM or its subcontractors.

- Processing Services Transition Plan

This section of the Transition Plan will describe the tasks necessary to migrate the processing operations and the associated technical support to IBM at the designated Data Center. This section will also describe the process and procedures that will be used by the Parties to transfer delivery of processing Services from Certegy to IBM. The major objectives of this section of the Transition Plan include:

- maintaining business-as-usual processing services at each Facility. Business-as-usual services will remain in effect from the Execution Date of the Transaction Document until the migration to the operating environment(s) set forth in Schedule K is completed;
- documenting the Machines and Software components comprising the operating environment(s);
- documenting the operations procedures (i.e., processing schedules, recovery procedures, Performance Standards and Minimum Service Levels, etc.);
- documenting in-progress or planned Projects affecting the processing Services;
- recommending hardware and/or software consolidation and executing a consolidation plan, if applicable;
- defining any additional hardware and/or software requirements;
- establishing interfaces to key Certegy suppliers/vendors, as required by IBM to provide the Services;
- understanding Certegy's existing operating environment processes and integrating any new processes required to support the Services; and
- establishing the SMC procedures which will be used to manage Certegy's operating environment(s).

- AD/M Services Transition Plan

This section of the Transition Plan will describe the tasks necessary to migrate the development and maintenance responsibilities included in the AD/M Services from

Certegey to IBM. This section of the Transition Plan will also describe the process and procedures that will be used by the Parties to transfer delivery of AD/M Services from Certegey to IBM. The major objectives of this section of the Transition Plan include:

- developing a functional organization to properly support the AD/M work to be transferred from Certegey to IBM;
- analyzing the applications (by business unit) to determine resource availability and requirements;
- implementing the necessary processes and procedures to effect good process management and control;
- implementing consistent methodologies and processes for all Certegey business units;
- implementing a common set of AD/M metrics that can be used across all Certegey business unit support groups;
- establishing an AD/M project office with responsibility for:
  - reviewing and developing an AD/M organization structure to support the new Services environment,
  - initiating a resource administration plan,
  - managing resources, including:
    - reviewing application projects by business unit,
    - evaluating open AD/M project backlog,
    - evaluating planned AD/M projects,
    - determining skills requirements,
    - reconciling resource estimates with resource availability,
    - reviewing existing third party services agreements, and
    - providing/obtaining staffing required to support projects,
  - evaluating and implementing methodologies and tools, including:
    - a standard AD/M methodology,
    - a standard AD/M project management methodology, and
    - standard support tools, as appropriate;
  - establishing measurements, including:
    - reviewing and evaluating existing metrics,
    - developing a function point process model that correlates with development scenarios,
    - developing and implementing standard project status reports, and
    - evaluating and implementing appropriate quality control processes and measurements.

SCHEDULE K OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER

APPLICATIONS INSTALLATION STANDARDS (OPERATING ENVIRONMENT IT STANDARDS)

- - INTRODUCTION

This Schedule K defines the mutually agreed to operating environment standards as of the Execution Date of the Transaction Document (Machines and Software) which IBM will support during the term of the Transaction Document. Certegy retains financial responsibility to ensure all Software is deemed current in accordance with Section 3.0.o of Schedule E of Transaction Document # \_\_\_\_\_ as of the Execution Date of the Transaction Document.

- - APPLICATIONS SOFTWARE INSTALLATION STANDARDS

Certegy agrees that Applications Software provided to IBM for execution will meet the following requirements:

- Programs will be fully tested for compatibility and adherence to mutually recognized Applications installation standards prior to responsibility transfer to IBM;
- Back out and recovery procedures will require full documentation; and
- Programs will adhere to the mutually agreed;
  - File allocation and naming conventions;
  - Sysout class;
  - Job execution class;
  - Forms standards;
  - Accounting fields; and
  - Job name standards.

July 7, 1988  
Schedule K

Form for Master Agreement  
Page of



SCHEDULE L OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER

SECURITY PROCEDURES AND RESPONSIBILITIES - DATA AND PHYSICAL

- - INTRODUCTION

IBM will provide security controls which are consistent with controls that are in place at Certegy as of the Execution Date of the Transaction Document. During the Transition Period, IBM will work with Certegy to develop the Security section of the Procedures Manual which will define mutually agreeable security controls which will be implemented at Certegy.

- - SECURITY MANAGEMENT

- IBM will:
  - in conjunction with Certegy, review security policies and procedures for effectiveness and recommend improvements;
  - maintain and update the security section of the Procedures Manual when necessary; and
  - notify Certegy immediately on IBM personnel changes that require removal or change in access.
- Certegy will:
  - provide IBM with Certegy's most recent security standards and practices, including updates as they occur; and
  - in conjunction with IBM, review security policies and procedures for effectiveness and recommend improvements.

- - PHYSICAL SECURITY

- IBM will:
  - implement controls which protect printed output from unauthorized access while under IBM's control; and
  - provide secure storage for portable storage media including, but not limited to, tapes and disk packs under IBM's control.
- Certegy will:
  - provide physical security controls at the \_\_\_\_\_ Site:
    - providing administrative and technical support;
    - providing badge distribution, alarm monitoring and response;
    - conduct drills (fire, tornado, etc.); and
    - providing emergency response (fire, medical, first aid).
  - provide IBM periodic and reasonable access to the hard copy access log reports for the badge reading devices;
  - protect infrastructure devices at the \_\_\_\_\_ Site from unauthorized access (e.g. security system server, wiring closets); and
  - be responsible for the authorization of access control for all badge reading devices for the \_\_\_\_\_ Site.

- - LOGICAL SECURITY

- IBM will:
  - keep abreast of the latest concepts and techniques associated with system and data access control and share them with Certegy's Systems Security Department upon request;
  - reset password at the Help Desk and forward calls for other user access assistance to Certegy's Systems Security Department personnel;
  - authorize system access to IBM employees and IBM sponsored vendors and contractors only to the extent necessary to perform activities required by the Master Agreement, the Transaction Document and its Schedules;
  - cooperate with Certegy in Certegy's definition and performance of tasks necessary or advisable to ensure compliance with all system and data security requirements; and
  - authorize through Certegy's Systems Security Department, dependent on proper registration to appropriate IBM personnel, read, write, create, and scratch access



for systems commands and restricted utilities as set forth in Exhibit L-2 and on the IBM operating system files, IBM libraries, and IBM applications.

- Certegy will:

- install upgrades or new releases of existing system and data access control software and established security exits as applicable;
- administer existing system and data access control software;
- ensure safeguards are designed to deter and prevent intentional or accidental security violations;
- establish, change or revoke Authorized User IDs and associated system capabilities;
- perform reviews of systems and data access authorization at required intervals;
- ensure Authorized Users have unique identifiers to the extent necessary;
- conduct regular reviews of the security activity incidents report for unusual access occurrences or unsuccessful attempts and perform follow-up activities when necessary;
- review the IBM and Certegy security policies and procedures for effectiveness and recommend improvements;
- keep abreast of the latest concepts and techniques associated with data access control and site security;
- be responsible for maintaining data security procedures for all Applications Software and Systems Software and access to IBM mainframe production application systems (on-line and batch), development systems and libraries;
- be responsible for Certegy's Systems Security Departments on-line security file administration responsibility to grant read, write, create, and scratch access to Certegy's business application files and libraries (i.e., on-line responsibility to update the security file) and to grant user access to CICS transactions defined as belonging to Certegy business applications (i.e., on-line ability to update the security file), dependent on proper registration whether it be TSO, Batch or CICS Facility;
- control and secure high level user IDs (i.e., those with global authority); and
- administer new Applications Software job accounting criteria.

- - SECURITY RESPONSIBILITIES MATRIX

The Security Responsibilities Matrix attached hereto as Exhibit L-1 further defines the security responsibilities of the Parties.

EXHIBIT L-1  
 SECURITY RESPONSIBILITIES MATRIX  
 LEGEND: "P" = PRIMARY "S" = SUPPORT

SECURITY	RESPONSIBILITY
	IBM    CERTEGY

PHYSICAL SECURITY

- Administrative and technical support
- Badge distribution, alarm monitoring and response
- Emergency response (fire, medical, first aid)
- Authorization of access control for badge reading devices

LOGICAL SECURITY

- Access control System
- - Systems installation & maintenance
- - Systems upgrades
- - Administrative and technical support
- - Systems profile identification
- - Logon ID Administration
- - Password resets (Help desk)

SECURITY MANAGEMENT

- Security consultancy
- Identify areas for improvement
- Recommend solutions

EXHIBIT L-2

IBM SYSTEM COMMANDS & RESTRICTED UTILITIES

- - System Commands:
- - Restricted Utilities:

SCHEDULE M OF  
TRANSACTION DOCUMENT \_\_\_\_\_  
MAINFRAME TOWER  
HELP DESK SERVICES

- - INTRODUCTION

IBM shall staff a Mainframe Tower Help Desk to provide a single-point-of-contact in support of Authorized Users as of the Execution Date of the Transaction Document. Such support will be provided through the Mainframe Tower Help Desk, and will include first level problem determination, resolution and/or tracking for Authorized Users who are using the Services.

- - HOURS OF OPERATION

The Help Desk hours of operation will be \_\_\_ hours a day, \_\_\_ days a week.

- - DEFINITIONS

All capitalized terms used and not defined in this Schedule M shall have the same meanings given them elsewhere in the Agreement.

- "LEVEL 1 SUPPORT" means, with respect to Machines and Software, receiving the initial call, problem recording, isolation to a failing subsystem (i.e., workstation, network, application, etc.), call routing and problem tracking.
- "LEVEL 2 SUPPORT" means, with respect to Machines and Software, performing or leading the Authorized User through the maintenance diagnostic routines to isolate to a failing component of the subsystem and includes, in the case of an Authorized User, either replacing the failing component or coordinating the shipping of the replacement component to the Authorized User.
- "LEVEL 3 SUPPORT" means, with respect to Machines and Software, diagnosing or repairing the failure within the component.

- - RESPONSIBILITIES

- IBM Responsibilities

IBM shall perform, without limitation, the following functions in connection with the Mainframe Tower Help Desk:

- recycle, start and stop devices;
- support first level Machines and Software problems, including problem logging, assigning incident numbers and vendor dispatch. If a vendor or maintenance provider is contacted to resolve a problem, the Help Desk will monitor and call back the Authorized User to report on the progress of problem resolution and will tog the final resolution of the problem;
- provide assistance for problems pertaining to the procedures for a new environment;
- update Certegy with complete and accurate Systems status within an appropriate time frame. The updates should be provided during as well as after problem resolution;
- initiate a Problem Management Record to document service outages;
- assign call severity codes based on user information and the following severity criteria:
  - Severity 1:
    - Solid or intermittent problems that make the system unavailable
    - Loss of a critical Application
  - Severity 2:
    - Loss of a noncritical Application
    - Degradation of a critical function
    - Solid or intermittent problems of low impact
  - Severity 3:
    - Degradation of a noncritical Application
    - Loss of a noncritical function
    - Problems that degrade but do not prevent accessibility/usability
  - Severity 4:
    - Problems of a low impact to Authorized Users



- report on the status of batch jobs upon request (including after hours and weekend coverage);
- manage and monitor daily data transmissions;
- notify designated Certegy personnel of systems or equipment failures, or of an emergency, according to the Procedures Manual;
- maintain and distribute an updated Help Desk telephone number listing as required;
- reset passwords; and
- provide monthly reports to Certegy and vendors assessing IBM's performance with respect to the established Help Desk Performance Standards and Minimum Service Levels, if any, for call resolution as specified in Schedule S.

- Certegy Responsibilities

Certegy will be responsible for the following:

- maintaining an updated contact listing for use by the Help Desk in contacting appropriate Certegy personnel for assistance/notification as specified above;
- review and approve Help Desk call prioritization and escalation procedures;
- communicate support responsibilities and procedures to Certegy business unit contact personnel and third party service providers;
- assist IBM in ensuring that Certegy's support organizations and vendors report problem status and resolution back to the Help Desk and in resolving any Certegy vendor performance problems affecting IBM's provision of the Services;
- provide an adequate level of system authority and communications access (e.g., physical links, modem connections, and analog lines) for all products and resources for which IBM has Services responsibility;
- authorize system IDs;
- assist IBM in the development of Help Desk operational procedures by providing input to, and review and approval of, such procedures;
- allow IBM to utilize remote access capability to remotely diagnose problems;
- report problems and forward service requests to the Help Desk.
- reporting problems to the Help Desk; and
- help desk support for functions currently retained by Certegy.

SCHEDULE N OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
PROJECTS

- - INTRODUCTION

This Schedule N describes the methodology by which Projects will be performed in conjunction with the Transaction Document and the overall Project Management process that will be implemented in order to support delivery of such Projects. The level at which a project will be managed will be determined by the scope of the work and the Deliverables to be provided under the project.

- - DEFINITIONS

All capitalized terms used and not defined in this Schedule N shall have the same definition as in the Agreement, the Transaction Document and its Schedules. As used herein:

- "ACCEPTANCE" or "ACCEPTED" means Certegy's concurrence that a Deliverable satisfies the Completion Criteria set forth in the Project Plan.
- "CHANGE AUTHORIZATION" has the meaning set forth in Section 8.0 herein.
- "COMPLETION CRITERIA" means mutually agreed upon written conditions that IBM is required to meet in order to satisfy its obligations for each project as set forth in the applicable Project Plan.
- "DELIVERABLE" means any item delivered to Certegy under a project which is specified in the Project Plan as a Deliverable.
- "PROJECT CHANGE REQUEST" or "PCR" has the meaning set forth in Section 6.0 herein.
- "PROJECT PLAN" has the meaning set forth in Section 3.0 herein.
- "PROJECT MANAGER" has the meaning set forth in Section 3.0 herein.

- - PROJECT MANAGEMENT PROCESS

IBM's Project Management process is based upon the premise that the IBM Project Executive will have overall responsibility and accountability to meet all agreed upon quality, cost, schedule and technical objectives of the project. In addition, each party will assign an individual to each project to act as their respective representative with responsibility for specific operational roles as described below and further delineated in the Project Plan ("Project Manager"), Based upon the scope of the work and the Deliverables to be provided under a project, a Project Manager may be assigned to oversee multiple Projects.

Each project whether included as of the Execution Date of the Transaction Document or subsequently added at the request of Certegy, subject to Section 3.12 of the Master Agreement, will have a plan developed (the "Project Plan") and, upon approval by both Parties, the Project Plan will be assigned a sequential number and will be attached to, and become a part of, this Schedule (e.g., Mainframe Project Plan N-1/Title, Mainframe Project Plan N-2/Title, etc.). The terms and conditions of the Master Agreement and the Transaction Document will apply to each project unless otherwise amended by the applicable Project Plan.

- - PROJECT MANAGERS

- IBM Responsibilities

IBM will assign a Project Manager who will have the authority to act on behalf of IBM in all matters pertaining to the project with the exception of contractual endorsement. The IBM Project Manager will;

- manage the project for IBM including planning, directing, and monitoring all project activities;
- develop the detailed Project Plan in conjunction with the Certegy Project Manager;
- maintain files of the Project Plan and any associated documentation;
- establish the project team and, in conjunction with the Certegy Project Manager, apprise team members regarding the Project Management process and the Project Plan, including individual responsibilities, Deliverables, schedules, etc;

- be the primary point of contact to Certegy for the project to establish and maintain communications with the Certegy Project Manager;
  - define and monitor the support resources required for the project to ensure these resources are available as scheduled;
  - measure, track and evaluate progress against the Project Plan;
  - resolve issues that may arise due to deviations from the Project Plan with the Certegy Project Manager;
  - administer and, in conjunction with the Certegy Project Manager, be accountable for project change control;
  - plan, schedule and participate in periodic project reviews, as applicable, including review of the work products being produced;
  - provide periodic written status reports to Certegy that provide information such as schedule status, technical progress, issue identification and related action plans; and
  - establish and maintain the necessary financial controls for those areas of the project for which IBM has responsibility.
- Certegy Responsibilities

Certegy will assign a Project Manager who will have the authority to act on behalf of Certegy in all matters pertaining to the project with the exception of contractual endorsement. The Certegy Project Manager will:

- by the single-point-of-contact for the management of Certegy's obligations under the project;
- serve as the interface between the project team members and Certegy's business functions, units, or Affiliates participating in the project;
- define Certegy's business and technical requirements for each project;
- develop the detailed Project Plan in conjunction with the IBM Project Manager and ensure that the Project Plan meets Certegy's business and technical requirements;
- establish the project team and, in conjunction with the IBM Project Manager, apprise team members regarding the Project Management process and the Project Plan, including individual responsibilities, Deliverables, schedules, etc.;
- provide operational guidance to, manage and be accountable for the performance of Certegy personnel assigned to the project;
- administer and, in conjunction with the IBM Project Manager, be accountable for project change control;
- attend project planning/review/status meetings, as required;
- obtain and provide information, data, decisions and approvals, within three days of IBM's request, unless otherwise mutually agreed;
- coordinate and schedule the attendance of Certegy personnel, as appropriate, at planning/review/status meetings;
- assist in the resolution of project issues and/or escalate within Certegy for resolution as needed;
- establish and maintain the necessary financial controls for those areas of the project for which Certegy has responsibility; and
- review and provide written confirmation that the Deliverables meet the Completion Criteria set forth in the applicable Project Plan.

Each Party will give the other Party reasonable advance notice, in writing, of a change to their respective Project Manager and will discuss any objections the other Party may have to such change.

- - PROJECT PLAN

A Project Plan must be completed for each project and should contain the following information:

- PROJECT MANAGERS

This section will identify the Parties' respective Project Managers including name, address, telephone number, pager number, and fax number.

- PURPOSE AND SCOPE OF WORK

This section will provide a summary of the overall purpose of the project and define the scope of work to be performed.

- ASSUMPTIONS/DEPENDENCIES

This section will describe any key assumptions, dependencies, or critical success factors upon which the project will be based and/or is dependent upon for successful completion.

- DEFINITIONS

This section will define any terms specific to a project.

- IBM RESPONSIBILITIES

This section will describe the responsibilities which IBM is required to perform in order to complete the project.

- CERTEGY RESPONSIBILITIES

This section will describe the responsibilities which Certegy is required to perform in order to complete the project.

- REQUIRED EQUIPMENT AND MATERIALS

This section will list all required equipment and materials including, but not limited to, hardware and software, which each Party must provide in order to facilitate completion of the project.

- DELIVERABLES

This section will provide a description of any items to be delivered by IBM under the project.

- ESTIMATED SCHEDULE

This section will provide the planned schedule for completion of the project, including any milestones and target dates for completion.

- COMPLETION CRITERIA

This section will state the criteria which IBM must meet in order to satisfy its obligations under the project.

- CHARGES/INVOICING

This section will specify the applicable charges for the project and the basis for such charges and the terms for IBM's invoicing if different from those contained in the Transaction Document.

- ADDITIONAL OR UNIQUE TERMS AND CONDITIONS

This section will identify any terms and conditions in addition to or different from those contained in the Master Agreement and the Transaction Document.

- - PROJECT CHANGE CONTROL

Either Party may request a change to a project subject to the following procedure: All requests for a project change must be submitted via a Project Change Request ("PCR"). The PCR must describe the change in detail, the rationale for the change and the effect the change will have, if accepted, or the impact it will have if rejected, on the project. The Project Manager of the requesting Party will review the PCR and determine whether to submit the request to the other Party.

If submitted, both Project Managers will review the proposed change and approve it for further investigation, if required, or reject it. If the Parties agree that the proposed change requires further investigation, the Project Managers will authorize such investigation, and any charges by IBM that IBM specifies for such investigation; by signing the PCR. The investigation to be conducted will determine the technical merits and the effect on price, schedule, and other terms and conditions that may result from the implementation of the proposed change. The requesting Party's Project Manager may then approve or reject the change.

If rejected, the PCR will be returned to the requesting Party along with the reason for rejection. If approved, the change will be implemented by providing written authorization signed by an authorized representative of both Parties ("Change Authorization").

- - COMPLETION

IBM will notify Certegy, in writing, when the Completion Criteria for a Deliverable has been met. Certegy must inform IBM, in writing, within ten (10) business days following receipt of IBM's notification if Certegy believes IBM has not met the Completion Criteria, together with reasonable detail as to the reasons for such belief. If IBM does not receive written notice within such period, then the Deliverable(s) will be deemed Accepted.

MAINFRAME TOWER PROJECT PLANS

THERE ARE NO MAINFRAME TOWER PROJECTS APPROVED AS OF THE  
EXECUTION DATE OF THE TRANSACTION DOCUMENT

SCHEDULE S OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER

PERFORMANCE STANDARDS, MINIMUM SERVICE LEVELS AND SERVICE CREDITS

- - INTRODUCTION

- This Schedule S describes:
  - certain duties, obligations and responsibilities of IBM, including the Performance Standards and Minimum Service Levels for defined Services which IBM is required to meet during the term of the Transaction Document;
  - the Performance Standards and Minimum Service Levels for the defined Services which IBM is required to meet during the term of the Transaction Document. Such Performance Standards and Minimum Service Levels are set forth in Charts S-1 through S-\_\_\_\_\_ of Exhibit S-1 to this Schedule;
  - Performance Standards for the defined Services which IBM is to report on during the term of the Transaction Document. Such report-only Performance Standards are set forth in Exhibit S-2 to this Schedule;
  - penalties, liquidated damages and assessments which may be levied against IBM for failure to meet certain levels of performance; and
  - certain Certegy responsibilities.

- - DEFINITIONS

All capitalized terms used and not defined in this Schedule S shall have the same meanings given them elsewhere in the Agreement.

- "ACTUAL UPTIME" means of the Scheduled Hours, the aggregate number of hours in any month during which the Host System and/or each defined Application is actually available for use by Authorized Users.
- "APPLICATION" means individual subsystems or environments comprising the Applications Software.
- "AVAILABILITY" means actual Uptime plus Excusable Downtime divided by Scheduled Uptime. For purposes of determining whether IBM's performance meets any availability Performance Standard and Minimum Service Level, Availability will be measured based on a monthly average during each month of the term of the Transaction Document, to be calculated once monthly within ten business days following the end of each calendar month.
- "EQUIVALENT DAY" means the same day of the week in the same week of the previous year with adjustments for holidays.
- "EXCUSABLE DOWNTIME" means of the Scheduled Uptime, the aggregate number of hours in any month during which the Host System and/or each defined critical Application is down due to action or inaction by Certegy or due to a Force Majeure Event (as defined in Section 17.3 of the Master Agreement), which failure is not attributable to IBM's failure to exercise due care including, without limitation, failure to provide proper preventive or remedial maintenance.
- "HOST SYSTEM" means Data Center Machines and related Systems Software.
- "MEASUREMENT PERIOD" has the meaning set forth in Section 4.0.a herein.
- "MINIMUM SERVICE LEVEL" or "MSL" means the level of performance set forth in Charts S-1 through S-\_\_\_\_\_ of Exhibit S-1.
- "SCHEDULED DOWNTIME" means of the Scheduled Hours, the aggregate number of hours in any month during which the Host System and/or each defined critical Application is scheduled to be unavailable for use by Authorized Users due to such things as preventive maintenance, system upgrades, etc. Scheduled Downtime must be mutually agreed to by the Parties.
- "SCHEDULED HOURS" means the days of the week and hours per day that the Host System and/or each defined critical Application is scheduled to be available for use by Authorized Users, subject to adjustment for mutually agreed upon Scheduled Downtime.

- "SCHEDULED UPTIME" means of the Scheduled Hours, the aggregate number of hours in any month during which the Host System and/or each defined critical Application is scheduled to be available for use by Authorized Users.

- - PERFORMANCE COMMITMENT

For those Services for which there are existing service levels, which are the levels of service historically achieved by Certegy and which have been measured and reported on a consistent basis, IBM's performance of the Services will equal or exceed such service levels and such service levels will be set forth in Exhibit S-1 as IBM's committed Performance Standards. IBM will submit to Certegy a report or set of reports assessing IBM's performance during the previous calendar month against the service levels and/or service level objectives set forth in Charts S-1 through S-\_\_\_\_.

- - MEASUREMENT PERIOD

- During the 180 days following the Execution Date of the Transaction Document (the "Measurement Period"), IBM's performance of the Services will be measured as follows;
  - for those Services for which there are no existing service levels, IBM and Certegy will mutually agree upon and establish Performance Standards and Minimum Service Levels.
  - Service Level Credits will not apply during the Measurement Period.
- During the Measurement Period, IBM will use standard measurement tools to monitor the performance levels for the Services described below to serve as input for establishing defined Performance Standards and Minimum Service Levels; provided, however, that should it be determined that the Measurement Period is not indicative of Certegy's normal operating environment, the Parties will mutually define another period which is representative of Certegy's normal operating environment as the Measurement Period and agree on the Performance Standards and Minimum Service Levels. The Performance Standards and Minimum Service Levels will be validated and established by taking into account the average levels of performance achieved by Certegy prior to the Execution Date of the Transaction Document, the levels achieved jointly by IBM and Certegy during the applicable Measurement Period, and the performance levels required by any applicable agreements between Certegy and the recipients of the Services.
- Upon completion of the Measurement Period, Charts S-1 through S-\_\_\_\_ will be updated to reflect the mutually agreed-upon Performance Standards and Minimum Service Levels and criteria and a copy will be distributed to Certegy.

- - MINIMUM SERVICE LEVELS

Minimum Service Levels for specific Services will be established or validated during the Measurement Period based upon the established performance standards for such Services as set forth herein. Since it may not be possible to ascertain the exact point at which to set the MSL for certain Services, such levels will be established according to one of the following:

- at a point that is just less than the greatest deviation below the Performance Standard, provided, however, that the MSL may not be less than one percentage point deviation from the Performance Standard;
- in the case where no deviation occurs during the Measurement Period, set the MSL at a level that is one percentage point below the Performance Standard; or
- for those Services having a Performance Standard of 100 percent, set the MSL at 99 percent.

- - REPORTING

By the tenth business day of each month, IBM will submit to Certegy a report or set of reports assessing IBM's performance against the Performance Standards and the Minimum Service Levels during the previous calendar month. IBM will also be responsible for promptly investigating and correcting failures including failures to meet such Performance Standards and Minimum Service Levels by:

- initiating problem investigations to identify root causes of failures;
- promptly reporting problems to Certegy that reasonably could be expected to have a material adverse effect on Certegy operations; and

- making written recommendations to Certegy for improvement in procedures.

IBM shall diligently identify root causes, correct problems and minimize recurrences of missed Performance Standards and Minimum Service Levels for which it is responsible. Certegy will use commercially reasonable efforts to correct and minimize the recurrence of problems for which Certegy is responsible and which prevent IBM from meeting the Performance Standards and Minimum Service Levels.

- - ANNUAL REVIEW

Performance Standards and Minimum Service Levels will be reviewed and adjusted, if applicable, annually by the IPT. Any adjustments will be based upon:

- technology changes to the environment, reference Section 8.0 below.
- Certegy business change, reference Section 9.0 below.

Otherwise, these Performance Standards and Minimum Service Levels will remain the same.

- - BENCHMARKS

- Should any of the factors which may influence or determine the attainment of a Performance Standard and Minimum Service Level (e.g., software or hardware changes) become subject to change, IBM and Certegy will create mutually agreed upon parameters against which a benchmark will be taken both prior to and subsequent to such change in order that:
  - the affected Performance Standard and Minimum Service Level can be adjusted accordingly; or
  - IBM and Certegy will mutually agree on a new Performance Standard and Minimum Service Level.

- - PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL IMPACT

In the event an unexpected or unplanned demand by Certegy for Data Center or Network resources, which exceeds the capacity normally available to Certegy, impacts IBM's ability to meet a Performance Standard(s) and Minimum Service Level(s) and IBM can demonstrate that Performance Standard(s) and Minimum Service Level(s) degradation is due in whole or in part to such demand, then IBM will be relieved of such Performance Standard(s) and Minimum Service Level(s) impact, to the extent that the degradation is caused by the unexpected or unplanned demand, for a period of time which shall end at the earlier to occur if:

- the termination of the unexpected or unplanned resource demand; or
- when IBM provides the additional resource capacity necessary to accommodate the unexpected or unplanned demand, subject to Certegy's payment as previously agreed.

- - PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL CRITERIA

- ON-LINE APPLICATIONS AVAILABILITY AND SCHEDULED HOURS: On-line Application services will be made available in accordance with the service periods set forth in Exhibit S-1 to this Schedule S. IBM shall perform the Services as necessary to meet each of the availability Performance Standards and Minimum Service Levels set forth in Exhibit S-1 relating to each defined Application. Changes to the service periods must be made in writing and approved by the IPT.
- SCHEDULED BATCH SERVICES: IBM will perform scheduled batch processing services in accordance with the Performance Standards and Minimum Service Levels set forth in Exhibit S-1. IBM's commitment to the batch services Performance Standards and Minimum Service Levels is contingent upon IBM's receipt from Certegy of critical inputs by the designated time, and successful completion of the appropriate Application batch job stream to the extent controlled by Certegy. Certegy recognizes that its deviation from scheduled batch job streams may result in batch output not being available by the scheduled time. The critical inputs for each batch processing job shall be mutually agreed upon. If Certegy fails to deliver any critical input by the deadline set forth in Exhibit S-\_\_\_\_\_ for the applicable batch processing job, or deviates from scheduled batch job streams, IBM will use its best efforts, once the input is received, or corrections are made by Certegy, to complete such batch processing by the scheduled time.
- ADDITIONAL PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS:

- NEW APPLICATIONS: Performance Standards and Minimum Service Levels for new Applications which are critically material to Certegy's business shall be set forth in Exhibit S-1. The Availability Performance Standard and Minimum Service Level for each new Application shall be negotiated between IBM and Certegy based on actual performance during the first 90 days following implementation balanced with performance forecasts (new Applications shall meet the mutually agreed qualification criteria and be compatible with the Applications Installation Standards specified in Schedule K); provided, however, that such new Application Availability Performance Standard and Minimum Service Level shall be consistent with the standards set forth in Exhibit S-1 for other comparable Applications.
- NEW SERVICES: When New or additional Services, other than new Applications, for which there will be a Performance Standard and Minimum Service Level are added to the operating environment, the Performance Standard and Minimum Service Level for each New or additional Service shall be negotiated between IBM and Certegy based on actual performance during the first 90 days following implementation. Such mutually agreed upon Performance Standard and Minimum Service Level will be set forth in Exhibit S-1.

- - SERVICE CREDITS

- Introduction

In accordance with Section 9.9 of the Master Agreement, should IBM fail to achieve the Minimum Service Levels as set forth in Exhibit S-1, IBM will pay Service Credit(s) to Certegy. IBM will be relieved of responsibility in accordance with the provisions of the Master Agreement and the Transaction Document for any Minimum Service Level(s) and any associated Service Credits to the extent affected by the items described below where IBM's failure to meet the Minimum Service Level(s) is due to:

- problems resulting from components (hardware/software/network) for which Certegy is responsible including the inability of such components to correctly process date-related data without resulting in or causing logical or mathematical inconsistencies;
- problems determined to be caused by the actions or inactions of Certegy's personnel;
- changes made to the environment which were not communicated in accordance with the Change Management Procedures (e.g., installation of applications which were not tested and approved for production use);
- Certegy's prioritization of available resources;
- Certegy's failure to perform Certegy's obligations as set forth in the Master Agreement and the Transaction Document to the extent such failure affects IBM's ability to perform the Services at the specified Minimum Service Levels (e.g., provision of adequate system capacity to provide the Minimum Service Level commitments, environmental factors/facilities, Certegy procedural errors);
- performance or nonperformance by Certegy's third party vendors and suppliers; or
- circumstances that constitute a Force Majeure Event as specified in Section 17.3 of the Master Agreement.

- Service Credits Calculation

For failure to meet the Minimum Service Level, the Service Credits will be determined as follows:

- Each of the Service categories qualifying for Service Credits in the event of a missed MSL will be assigned a weighting factor and the total of the weighting factors must not exceed 1.25. The weighting factors are:

CATEGORY	WEIGHTING FACTOR
0.____	
0.____	

CATEGORY      WEIGHTING FACTOR  
 - - - - -

0.\_\_\_\_  
 0.\_\_\_\_  
 0.\_\_\_\_  
 0.\_\_\_\_  
 0.\_\_\_\_  
 0.\_\_\_\_

- Failure to meet the MSL in a specific category for each month will result in a Service Credit amount which will be determined by multiplying the product of the weighting factor for that category times the monthly portion of the Tower Price times the corresponding occurrence. To qualify as a 2nd occurrence or greater, the failure to meet the Minimum Service Level must occur in consecutive months within the same category.

PERCENTAGE OF THE MONTHLY PRO RATA  
 PORTION OF THE TOWER PRICE  
 (TOTAL OF ALL CATEGORIES)

CONSECUTIVE MONTHS	PERCENTAGE OF THE MONTHLY PRO RATA PORTION OF THE TOWER PRICE (TOTAL OF ALL CATEGORIES)
1st occurrence	5%
2nd occurrence	10%
3rd occurrence	15%
4th occurrence	20%
Subsequent occurrences	20%

For example, if the monthly pro rata portion of the Tower Price is \$400,000.00 and IBM has failed to meet the Minimum Service Level for a category with a weighting factor of .20 for two consecutive months, the applicable credit would be:

$$(.20 \times \$400,000.00) \times 0.10 = \$8,000.00$$

IBM will return to normal status with respect to Minimum Service Level attainment when IBM's monthly performance for that category meets or exceeds the applicable Minimum Service Level. Any subsequent failure to meet the Minimum Service Level for that category shall be deemed to be a 1st occurrence.

In no event will IBM be liable for Service Credits in a month which, in the aggregate of all Towers, are in excess of 20% of the pro rata portion of the Annual Services Charge for that month.

- Multiple and Related Failures to Meet Minimum Service Levels

Failure to meet Minimum Service Levels in multiple Service Credit categories arising out of or related to a single event or a related series of events shall be treated as a failure in the first Service Credit category affected by the event(s) for the purpose of calculating Service Credits payable by IBM hereunder.

EXHIBIT S-1  
 PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART S-1  
 AVAILABILITY

SYSTEM	SCHEDULED HOURS	PERFORMANCE STANDARD	MINIMUM SVC LEVEL
Mon-Fri	___ - ___	___ %	___ %
Sat-Sun	___ - ___	___ %	___ %
Mon-Fri	___ - ___	___ %	___ %
Sat-Sun	___ - ___	___ %	___ %
Mon-Fri	___ - ___	___ %	___ %
Sat-Sun	___ - ___	___ %	___ %

CHART S-2  
 SCHEDULED BATCH SERVICES

APPLICATION	INPUT/DEADLINE	OUTPUT/DEADLINE	PERFORMANCE STANDARD	MINIMUM SVC LEVEL
			___ %	___ %
			___ %	___ %
			___ %	___ %
			___ %	___ %
			___ %	___ %

EXHIBIT S-2  
REPORT ONLY PERFORMANCE STANDARDS

EXHIBIT S-2

It is important to know if certain events have occurred when required and to monitor the trend level of service provided, but is not necessary to track these events as Performance Standards or Minimum Service Levels. A certain level of performance is expected for each item and the performance should not trend in a negative direction. This report will be distributed monthly following the same schedule as the attainment reports for Performance Standards and Minimum Service Level set forth in Exhibit S-1 of this Schedule S.

CHART S-1

NO #	REPORTING ITEM	FREQUENCY	DATA SOURCE
-----	-----	-----	-----

CHART S-2  
AVAILABILITY

REPORTING ITEM	SCHEDULED HOURS	PERFORMANCE STANDARD
-----	-----	-----
Mon-Fri	___ - ___	___%
Sat-Sun	___ - ___	___%
Mon-Fri	___ - ___	___%
Sat-Sun	___ - ___	___%
Mon-Fri	___ - ___	___%
Sat-Sun	___ - ___	___%

SCHEDULE T OF  
TRANSACTION DOCUMENT # \_\_\_\_\_  
MAINFRAME TOWER  
CERTGY PROVIDED OFFICE FURNISHINGS

July 7, 1988  
Schedule T

Form for Master Agreement  
Page of

EXHIBIT 6

Integrated Planning Team Charter and Operating Procedures

MISSION

The Integrated Planning Team ("IPT") will manage the Certegy/IBM relationship for the Services as set forth in Section 6 of the Master Agreement and this Exhibit 3. The focus of this group is the coordination and communication of activities under the Master Agreement (not day-to-day operations). The IPT will be the focal point for interpretation, consultation and recommendations of the Master Agreement for both Certegy and IBM globally.

SCOPE

Global coordination of

- Master Agreement
- Software purchases
- Non-standard service/product requests

Maintain a schedule of all changes for Certegy, globally

- Retain copy of capacity projections by site and device
- Retain capacity actuals monthly, by site and device
- Retain copy of hardware and software inventory

Check and Balance

- Hardware and software inventory
- Global I/T resource

Reporting to country and data center CIOs, data center managers and business unit interfaces

- Capacity projections
- Hardware projections
- Requests for Service (RFS) status
- Rollup of businesses plans and budges

Deliverables

- Recommendations on where applications run, globally
- Quarterly: rollup of capacity actuals and projections
- Summary of requirements and projections

TEAM MEMBERS

The IPT will be comprised of two groups, each with Certegy and IBM members. The first group will be a full-time team with operational responsibility to carry out the mission and scope of the IPT. The second will be an advisory group consisting of Certegy and IBM data center managers from each global unit. This group will provide global policy and priority direction to the operational team.

- Operational Group

4 total full-time staff (2 Certegy and 2 IBM Global Services) to be assigned by the chair Person for each of Certegy and IBM)

FUNCTION/ROLE -----	CERTEGY -----	IBM -----
Sponsor (Chair person)	Senior VP	Senior PE
Administrative Assistant		
Technical Consultants:		
Mainframe		
Midrange		
Micro/LAN		
Network		
Financial Consultant		
Contract Specialist		
Capacity Planner		
Functional Manager		

- Advisory group

Certegy and IBM data center managers representing each Certegy global unit. If this advisory group were in place today the organization member grid would be:

FUNCTION/ROLE -----	CERTEGY -----	IBM -----
Chair person	Senior VP	Senior PE
Data Center Managers		
Canada		
Mexico		
U.K.		
U.S. - Atlanta		

STAFF JOB FUNCTIONS

Administrative Assistant

This AA will provide administrative support for the team. This includes document processing, calendar/meeting management and travel planning support.

Technical Consultant - Mainframe

This consultant is responsible for all technical aspects of the agreement as it relates to the Mainframe environment. This includes capacity status, capacity projections, hardware and software inventory and requests for services recommendations.

Technical Consultant - Midrange

This consultant is responsible for all technical aspects of the agreement as it relates to the Midrange environment. This includes capacity status, capacity projections, hardware and software inventory and requests for services recommendations.

Technical Consultant - Micro/LAN

This consultant is responsible for all technical aspects of the agreement as it relates to the Micro/LAN environment. This includes capacity status, capacity projections, hardware and software inventory and requests for services recommendations.

Technical Consultant - Network

This consultant is responsible for all technical aspects of the agreement as it relates to the Network environment. This includes capacity status, capacity projections, hardware and software inventory and requests for services recommendations.

Financial Consultant

This consultant is responsible for analysis of business plans and budgets for future or additional requirements.

Contract Specialist

This function would be responsible for agreement content understanding and interpretation.

Capacity Planning Consultant

This consultant is responsible for maintaining, reporting and analysis of monthly global capacity status and projections for current and future operations.

Functional Manager

Overall department and personnel management of the Integrated Planning Team.

CRITICAL SUCCESS FACTORS

Proper Staffing

To be able to handle the workload the staffing levels must be maintained. The Contracts Administrator and Administrative Assistant are critical functions that allow the technical consultants to work on the issues that result in meeting our mission objections.

Technology Consultants

The Technology Consultants must be full time members of the team. The Technology Consultants cannot have operational responsibilities. For the team to be successful, the Technology Consultants must be focused on capacity status, capacity projections, hardware and software inventory and requests for services recommendations.

Funding

For this team to be successful, it must be funded. This critical function be fully funded for personnel, space, equipment, travel and training.

Executive Sponsorship

This team has to have the active, on-going sponsorship of Certegy and IBM Global Services executives (Certegy Senior VP and IBM GS Senior PE) to maintain the focus on this organizations mission.

Schedule A of  
Transaction Document #01-01  
Mainframe Tower  
Applications Software

This Schedule lists the Applications Software - Certegy and Applications Software - IBM that IBM will operate for Certegy in performance of the Services.

This is an inventory listing and will be updated during the term of this Transaction Document.

SECTION A-1 APPLICATIONS SOFTWARE - CERTEGY

MAINFRAME TOWER: APPLICATIONS SOFTWARE - CERTEGY

ITEM NO.	PREFIX	APPLICATION NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM P = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
1	Base 2000	The Bank Card System	Certegy	I	C	C	C
2	Base 2000	FBS credit card authorization	Certegy	I	C	C	C
3	Base 2000	Collections	Certegy	I	C	C	C
4	Base 2000	Cardholder	Certegy	I	C	C	C
5	Triad		Certegy	I	C	C	C

SECTION A-2 APPLICATIONS SOFTWARE - IBM

MAINFRAME TOWER: APPLICATIONS SOFTWARE - IBM

ITEM NO.	PREFIX	APPLICATION NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)

IBM IS NOT OPERATING ANY IBM MAINFRAME TOWER APPLICATIONS SOFTWARE -IBM AS OF THE COMMENCEMENT DATE

NOTES:

- (1) "OPER" means operational responsibility for the Applications Software listed in this Schedule.
- (2) "FIN" means financial responsibility for license fees, maintenance charges, Maintenance Releases and any other related charges for the Applications Software listed in this Schedule but does not include the cost for new Versions. Certegy has financial responsibility for all costs related to the purchase of new Versions.
- (3) "MAINT" means maintenance responsibility, including applying fixes, corrections, and minor enhancements (but not necessarily the financial responsibility for such) for the Applications Software listed in this Schedule.
- (4) "DEV" means maintenance development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or major enhancements for the Applications Software listed in this Schedule.

Schedule A of  
Transaction Document #01-01  
Network Tower  
Applications Software

This Schedule lists the Applications Software - Certegy and Applications Software - IBM that IBM will operate for Certegy in performance of the Services.

This is an inventory listing and will be updated during the term of the Transaction Document.

SECTION A-1 APPLICATIONS SOFTWARE - CERTEGY

NETWORK TOWER: APPLICATIONS SOFTWARE - CERTEGY

ITEM NO.	PREFIX	APPLICATION NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)

IBM IS NOT OPERATING ANY NETWORK TOWER APPLICATIONS SOFTWARE - Certegy AS OF THE COMMENCEMENT DATE

SECTION A-2 APPLICATIONS SOFTWARE - IBM

NETWORK TOWER: APPLICATIONS SOFTWARE - IBM

ITEM NO.	PREFIX	APPLICATION NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)

IBM IS NOT OPERATING ANY NETWORK TOWER APPLICATIONS SOFTWARE - IBM AS OF THE COMMENCEMENT DATE

NOTES:

- (1) "OPER" means operational responsibility for the Applications Software listed in this Schedule.
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- (4) "DEV" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or major enhancements for the Applications Software listed in this Schedule.

Schedule B of  
Transaction Document #01-01  
Mainframe Tower  
Systems Software

This Schedule lists the Systems Software - Certegy and Systems Software - IBM that IBM will operate for Certegy in performance of the Services.

This is an inventory listing and will be updated during the term of this Transaction Document.

SECTION B-1 SYSTEMS SOFTWARE - CERTEGY

MAINFRAME TOWER: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)

IBM IS NOT OPERATING ANY MAINFRAME SYSTEMS SOFTWARE - CERTEGY AS OF THE COMMENCEMENT DATE

SECTION B-2 SYSTEMS SOFTWARE - IBM

MAINFRAME TOWER: SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
IBM							
1	5648-063	ACF/NCP	IBM	I	I	I	I
2	5668-738	ACF/NCP FOR 3745/3720	IBM	I	I	I	I
3	5655-041	ACF/SSP FOR MVS	IBM	I	I	I	I
4	5695-117	ACF/VTAM (MVS/ESA)	IBM	I	I	I	I
5	5655-018	CICS/ESA 4.1	IBM	I	I	I	I
6	5688-958	COBOL II 4.0	IBM	I	I	I	I
7	5668-197	COBOL II VS COMP/LIB/DEBUG	IBM	I	I	I	I
8	5668-198	COBOL LANG ENVIRON MVS	IBM	I	I	I	I
9	5688-188	C370 LIBRARY LE	IBM	I	I	I	I
10	5695-DB2	DB2 MVS VERSION 4	IBM	I	I	I	I
11	5695-DF1	DFSMS	IBM	I	I	I	I
12		DFSORT	IBM	I	I	I	I
13		DFDSS	IBM	I	I	I	I
14		DFHSM	IBM	I	I	I	I
15		FTP	IBM	I	I	I	I
16	5696-234	HIGH LEVEL ASSEMBLER	IBM	I	I	I	I
17		ICF/CATALOG	IBM	I	I	I	I
18		INFOMAN	IBM	I	I	I	I
19	5665-102	ISDF/PDF V4 FOR MVS	IBM	I	I	I	I
20		JES2	IBM	I	I	I	I
21	5655-007	NETVIEW	IBM	I	I	I	I
22	5665-333	NPM (NETVIEW PERF MON)	IBM	I	I	I	I
23		OPC/ESA	IBM	I	I	I	I
24		OS390	IBM	I	I	I	I
25	5668-911	OSPL/1 V2 LIBRARY	IBM	I	I	I	I

MAINFRAME TOWER: SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
26	5688-190	PAGE PRINT FORMAT	IBM	I	I	I	I
27	5665-351	PPFA/MVS	IBM	I	I	I	I
28	5695-040	Certgy/MVS	IBM	I	I	I	I
29		QMF	IBM	I	I	I	I
30	5655-084	RMF	IBM	I	I	I	I
31	5688-197	SAA AD/CYCLE COBOL/370	IBM	I	I	I	I
32	5665-488	SDSF MVS/ESA	IBM	I	I	I	I
33	5668-949	SMP/E	IBM	I	I	I	I
34	5655-HAL	TCP/IP FOR MVS	IBM	I	I	I	I
35		TPNS	IBM	I	I	I	I
36	5685-025	TSO/E (MVS/ESA)	IBM	I	I	I	I
37		RACF	IBM	I	I	I	I
38	5665-311	3270 PC FILE TRANSFER (MVS)	IBM	I	I	I	I

B-2 CONTINUED - MAINFRAME TOWER: SYSTEMS SOFTWARE - IBM

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)				DEV (4)
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)	
1	Exec Computing	JOBSCAN	IBM	I	I	I	NA	
2	SDA	PDSMAN	IBM	I	I	I	NA	
3	BMC	STOP/X37II	IBM	I	I	I	NA	
4	Candle	OMEGAMON/II MVS	IBM	I	I	I	NA	
5	Candle	OMEGAMON CICS	IBM	I	I	I	NA	
6	CA	OPTIMIZER AND RT Library	IBM	I	I	I	NA	
7	CA	CAI	IBM	I	I	I	NA	
8	CA	ENDEAVOR	IBM	I	I	I	NA	
9	Compuware	ABEND AND/CICS	IBM	I	I	I	NA	
10	Compuware	ABEND-AND/MVS	IBM	I	I	I	NA	
11	Compuware	XPEDITER/TSO (C+A)	IBM	I	I	I	NA	
12	Compuware	XPEDITER CICS (C+A)	IBM	I	I	I	NA	
13	Compuware	STROBE BASE	IBM	I	I	I	NA	
14	Compuware	FILEAID MVS	IBM	I	I	I	NA	
15	IDP	FDR/ABR	IBM	I	I	I	NA	
16	IDP	IAM	IBM	I	I	I	NA	
17	Execp	V Certegy	IBM	I	I	I	NA	
18	Execp	SYNCSORT MVS	IBM	I	I	I	NA	
19	Sterling Commerce	CONNECT:DIRECT (MVS)	IBM	I	I	I	NA	
20		MQ SERIES	IBM	I	I	I	NA	

NOTES:

- (1) "OPER" means operational responsibility for the Systems Software listed in this Schedule.
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- (3) "MAINT" means maintenance responsibility, including applying fixes, corrections, and minor enhancements (but not necessarily the financial responsibility for such) for the Systems Software listed in this Schedule.
- (4) "DEV" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or major enhancements for the Systems Software listed in this Schedule.

Schedule B of  
Transaction Document #01-01  
Network Tower  
Systems Software

This Schedule lists the Systems Software - Certegy and Systems Software - IBM that IBM will operate for Certegy in performance of the Services.

This is an inventory listing and will be updated during the term of the Transaction Document.

SECTION B-1 SYSTEMS SOFTWARE - CERTEGY

NETWORK TOWER: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)

IBM IS NOT OPERATING ANY NETWORK TOWER SYSTEMS SOFTWARE - CERTEGY AS OF THE COMMENCEMENT DATE

SECTION B-2 SYSTEMS SOFTWARE - IBM

NETWORK TOWER: SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)

IBM IS NOT OPERATING ANY NETWORK TOWER SYSTEMS SOFTWARE - CERTEGY AS OF THE COMMENCEMENT DATE

NOTES:

- (1) "OPER" means operational responsibility for the Systems Software listed in this Schedule.
- (2) "FIN" means financial responsibility for license fees, maintenance charges, Maintenance Releases and any other related charges for the Systems Software listed in this Schedule but does not include the cost for new Versions. Certegy has financial responsibility for all costs related to the purchase of new Versions.
- (3) "MAINT" means maintenance responsibility, including applying fixes, corrections, and minor enhancements (but not necessarily the financial responsibility for such) for the Systems Software listed in this Schedule.
- (4) "DEV" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or major enhancements for the Systems Software listed in this Schedule.

Schedule C of  
Transaction Document #01-01  
Mainframe Tower  
Certegy Provided Hardware

AS OF THE COMMENCEMENT DATE THIS SCHEDULE IS NOT APPLICABLE TO THE MAINFRAME  
TOWER.

Schedule C of  
Transaction Document #00-01  
Network Tower  
Certegy Provided Hardware

AS OF THE COMMENCEMENT DATE THIS SCHEDULE IS NOT APPLICABLE TO THE NETWORK  
TOWER.

Schedule D of  
Transaction Document #01-01

Mainframe Tower

IBM Machines

THIS SCHEDULE LISTS THE MACHINES (IBM OR OEM) THAT IBM OWNS, LEASES OR RENTS AND WHICH IBM REQUIRES IN ORDER TO PROVIDE THE PROCESSING SERVICES UNDER THIS TRANSACTION DOCUMENT.

THIS LIST IS AN INVENTORY LISTING AND WILL BE UPDATED THROUGH THE TERM OF THIS TRANSACTION DOCUMENT.

MAINFRAME TOWER

MACHINE TYPE	MACHINE MODEL	DESCRIPTION	MACHINE S/N	NOTES
9672	R32	CMOS Processor Complex		
3480	A22	Tape sub-system/s		
3480	B22	Tape sub-system/s		
32 vol of RAMAC1 sub-system		RAMAC DASD Array		

SCHEDULE D OF

TRANSACTION DOCUMENT #01-01

NETWORK TOWER

IBM MACHINES

This schedule lists the machines (IBM or OEM) IBM owns, leases or rents and which IBM requires in order to provide the processing Services under this Transaction Document.

This list is an inventory listing and will be updated through the term of this Transaction Document.

This Schedule D - Network Tower incorporates 'Exhibit D1 to Schedule D - Network Tower-IBM Machines.

MAINFRAME TOWER

MACHINE TYPE	MACHINE MODEL	DESCRIPTION	MACHINE S/N	NOTES
		Cisco router		NAG Knox
		Cisco router		NAG Knox
		Cisco router		NAG E. Melbourne
		Cisco router		IBM Clayton
		Cisco router		IBM Clayton
		Cisco router		IBM Tullamarine
		Firewall		IBM Clayton
		Firewall		IBM Clayton
		Firewall		IBM Tultemarine
		Ontrac Consulting Transcan		IBM Clayton-NZ
		Ontrac Consulting Transcan		IBM Clayton-AUS
		Ontrac Consulting Transcan		NAB Knox-NZ
		Ontrac Consulting Transcan		NAB Knox-AUS
		Ontrac Consulting Transcan		IBM Tullamarine
		Ontrac Consulting Transcan		NAB E. Melbourne
		NetScout Probe		IBM Clayton
		NetScout Probe		NAG Knox
		FEP		IBM Knox
		FEP		IBM Tullamarine

NETWORK TOWER

IBM MACHINES

1. INTRODUCTION

1.1 The Network infrastructure required to enable Certegy to set up its operations capability in Australia can be summarized as two discrete components: Network Support Access Services and Network Inter Data Center Services as defined in Schedule E - Network Tower.

2. THE NETWORK SUPPORT ACCESS SERVICES

2.1 The Network Support Access Services shall include the extension of the Certegy private network to enable it to communicate with the new environment to be set up at the Data Centers and the Certegy office in Melbourne. The network includes:

1. A new 56k Permanent Virtual Circuit (PVC) from the Certegy network hub facility [AT THE JV WHITE DATA CENTER IN ALPHARETTA, GEORGIA, USA], to the IBM Data Center at Clayton (Production site), with a backup 8k PVC to Tullamarine (backup site).
2. A new 128k Frame-Relay access link from Clayton and Tullamarine Data Center; requested over 2 Meg access infrastructure.
3. A new 64k Frame-Relay access link from Certegy Melbourne office, with a 32k PVC to Clayton and an 8k backup PVC to Tullamarine.
4. Three Cisco 2501s, fully managed routers for International Network entry to Clayton, Tullamarine and Melbourne Office.
5. Schedule of incremental pricing for Clayton/Tullamarine, Melbourne and Alpharetta links.
6. Capabilities for Dial-IP access to the new sub-nets at Clayton, Tullamarine and Melbourne Office.
7. IBM in Australia and USA retain ownership over the total delivery of the Network Support Access Services. AT&T Global Network organization will manage the International links. Advantra will manage the Australian links and routers. Each of these entities will use IBM Global Services'

common problem, change, configuration and reporting management tools to provide Certegy with a seamless service.

## 2.2 Network Support Access Services Topology [?]

EQUIFAX CORPORATE SERVICES (ECS)  
ALPHARETTA TO CLAYTON AND MELBOURNE CBD OFFICE

(GRAPHIC)

3. THE NETWORK INTER DATA CENTER SERVICES

3.1 The Network Inter Data Center Services will interconnect the Certegy Applications at the Data Centers with the Authorized User data centers.

3.2 The sites included in the IBM provided Network are:

1. The Authorized User Data Center identified in the diagrams attached hereto;
2. The Authorized User back-up Data Center identified in the diagrams attached hereto;
3. IBM Data Center at Clayton; and
4. IBM Data Center at Tullamarine.

3.3 The Network Inter Data Center Services will be implemented in two phases as follows:

1. PHASE 1 - TEST AND DEVELOPMENT PHASE

Phase 1 will involve the installation of equipment and telecommunications services at the following Nominated Sites:

1. The Authorized User Data Center described in diagram.
2. The Authorized User back-up Data Center described in diagram.
3. IBM Clayton Data Center.

This Phase 1 has been completed. Refer to the Phase 1 Design described in Section 3.4 Network Inter Data Service Phase 1.

2. PHASE 2 - BUSINESS AS USUAL PHASE

Phase 2 will involved the installation of additional equipment and telecommunications services at the IBM Tullamarine Data Center.

This Phase 2 has been completed.

Refer to the Phase 2 Design described in Section 3.5 Network Inter Data Center Service Phase 2.

3.4 During Phase 1 of the Network Inter Data Center Services implementation IBM shall provide to Certegy:

- [1. Subscription to Advantra's managed network services;
2. one Cisco 2621 router at each Nominated Site listed in Phase 1;
3. each router will include dual power supplies and 2 x fast Ethernet ports (for phase 1 & 2);
4. one SUN Enterprise 250 (E-250) at the IBM Clayton Data Center;
5. the SUN E-250 will include dual power supplies, two fast Ethernet ports and firewall encryption;
6. one Checkpoint One Firewall to operate on the SUN E-250 at the IBM Clayton Data Center;
7. two Cisco 1912 LAN switches at the IBM Clayton Data Center;
8. each LAN Switch will include dual power supplies, dual supervisors and four fast Ethernet ports (for phase 1 & 2);
9. a Telstra Frame Relay connection between the sites as set out in Figure 2 below;
10. terminate the Frame Relay links on the Phase 1 Cisco 2621 routers listed above;
11. network management services; and
12. customization of the mainframe network software including TCP/IP for MVS, VTAM and related SNA definitions.]

(GRAPHIC)

3.5 During Phase 2 of the Network Inter Data Center Services implementation IBM shall provide to Certegy:

1. One Cisco 2621 router at IBM the Data Center in Clayton;
2. One Cisco 2621 router at the NAB Data Center in Knox;
3. Two Cisco 2621 routers at the Data Center in Tullamarine;
4. One SUN Enterprise 250 (E-250) at the Data Center in Clayton;
5. One SUN Enterprise 250 (E-250) at the Data Center in Tullamarine;
6. One Checkpoint One Firewall to operate on the SUN E-250 installed for Phase 2 at the Data Centers;
7. Two Cisco 1912 LAN switch at the Data Center in Tullamarine;
8. Telstra Frame Relay connection at the Data Center in Tullamarine as set out in Figure 3 below;
9. duplicated access Telstra Frame Relay connection at the IBM Phase 1 sites as set out in Figure 3 below. Request second access to be provided on geographical diverse carrier infrastructure;
10. Terminate the Frame Relay links on the Phase 2 Cisco 2621 routers listed above;
11. network management services as outlined in the Service Performance Objectives section, in conjunction with IBM's testing with Certegy;
12. customization of mainframe network software including TCP/IP for MVS, VTAM and related SNA definitions;
13. 24 X 7 support for mainframe software including SSP, NCP, TCPIP, VPS, NETMASTER; and
14. 24 X 7 (normal business hours plus on-call) support for all network services, including equipment and frame relay.

(GRAPHIC)

#### 4. ASSUMPTIONS

4.1 This Schedule is based on the assumptions set out in the following subsections. Where the assumptions in this proposal are incorrect, IBM reserves the right to adjust its price accordingly.

##### 4.2 Assumptions for the Network Support Access Service

1. Existing Alpharetta routers and circuits have sufficient capacity to support these requirements.
2. The two Certegy routers at Alpharetta are MSEQALPA and MSEQALPB.
3. The Alpharetta routers support TCP/IP and SNA via DLSW.
4. Ok backup PVC from Melbourne/Clayton/Tullamarine not available. 8k used instead.
5. Access to the UK NAG environment will be provided via Certegy's private network and is not shown here.
6. Certegy will continue to be a Dial-IP customer in the US. The Australian Dial-IP access depends on the cross-over connection between the AT&T Global Frame Relay Network and the AT&T Global MPN network (which supports Dial-IP).
7. To enable Dial-IP access to Melbourne, Clayton and Tullamarine, the Certegy Dial-IP registration profile will need to be updated with the new subnets. Certegy will continue to use its existing Dial-IP registration process in the US.
8. The price does not include the use of NetScout probes for link or segment monitoring.
9. Certegy will install and maintain a firewall at its Certegy Melbourne Business Office.

##### 4.3 Assumptions for the Network Inter Data Center Services

1. IBM's responsibility at the Authorized User sites will extend only to the routers provided in Phases 1 and 2 of this project. The Authorized Users are requested to provide a direct dial telephone service for each of the two routers on their premises for remote diagnosis.
2. All telecommunications services outlined in Phase 1 and 2 will be provided in the name of the applicable Authorized User under a

Partnering Agreement between Telstra, IBM and such Authorized User.

3. Adventure's network and equipment management links will be provided via the Ibo's Secure Network Infrastructure (SNI/Geoplex).
4. The prices are based on the access and bandwidth specified in figures 2 and 3, and that these are sufficient.
5. The price does not include the use of NetScout probes for link or segment monitoring.
6. Network is only required to support IP traffic as described.
7. Encryption of the router WAN links will utilise IPSec 56 bit encryption algorithm.
8. No dial backup will be utilised.
9. IBM will install, administer and support the Checkpoint One firewall software and the associated Sun hardware platform's installed at the IBM Clayton and Tullamarine Data Centers, adhering to Certegy's security policies.

SCHEDULE E OF  
TRANSACTION DOCUMENT #01-01

MAINFRAME TOWER

SERVICES, LOCATION OF FACILITIES, OPERATIONAL AND FINANCIAL RESPONSIBILITIES

1.0 INTRODUCTION

- A. This Schedule E "Mainframe Tower" describes certain duties, obligations and responsibilities of IBM and Certegy as related to the Mainframe Tower operations and management.
- B. During the term of this Transaction Document, IBM will provide services to Certegy from the IBM Data Center using the Machines, the Applications Software and the Systems Software provided by Certegy and IBM as required by this Schedule E "Mainframe Tower". Additionally, IBM will provide such other services as requested and approved by Certegy during the term of this Transaction Document as New Services in accordance with Section 3.12 and Section 9.6 of the Master Agreement.
- C. The descriptions contained in this Schedule E "Mainframe Tower" of specific types of services, and methods and procedures used to perform such services, set forth how IBM will deliver the Services described herein.
- D. Definitions:
  - "NON-PRIME TIME" means all hours other than Prime Time.
  - "PRIME TIME" means for New Zealand processing 8:00 am - 8:00 pm New Zealand time and for Australia processing means 8:00 am - 8:00 pm Melbourne, Australia time, Monday through Friday.
  - All capitalized terms used and not defined in this Schedule E "Mainframe Tower" shall have the meanings given them elsewhere in the Agreement.

2.0 SYSTEMS MANAGEMENT CONTROLS

In general, IBM's Systems Management Controls responsibilities shall include, without limitation, the following processes:

- A. BATCH MANAGEMENT - controlling production batch work including the scheduling of resources, the processing of data and transactions and the distribution of data/information between users and facilities. Certegy instructions on what, when and how to schedule and recover shall be provided to IBM and documented in the Procedures Manual. Setup and scheduling shall be performed and controlled by IBM in cooperation with Certegy and in accordance with the Procedures Manual except for the automatic scheduling that will be performed by the Systems Software and Applications Software.
- B. CAPACITY MANAGEMENT - the maintenance of tactical and strategic plans to ensure that the mainframe environments accommodate Certegy's capacity plans and business requirements. The capacity management processes will require Certegy's input and review. As part of its capacity

management responsibilities, IBM will monitor Certity resource usage and make recommendations on how to reduce and/or improve resource usage and/or consumption.

- C. CHANGE MANAGEMENT - to assess timing or impact of the proposed changes to the production environment as limited to areas under IBM management including operating system and hardware changes, schedule the promotion into the production environment as appropriate, notify the appropriate functions and verify successful implementation.
- D. CONFIGURATION MANAGEMENT - for processing mainframe hardware and software configuration changes and maintaining lists and diagrams of systems configurations.
- E. INVENTORY MANAGEMENT - of the Machines (including incoming and outgoing) in the IBM Data Center and other areas for, or from, which IBM is providing the Mainframe Tower services.
- F. ON-LINE MANAGEMENT - for providing and coordinating the appropriate skills, information, software tools and procedures required to manage the on-line System environment, excluding Application Software - Certegy, as provided in Schedule S to the Transaction Document.
- G. PERFORMANCE MANAGEMENT - to monitor, measure, analyze and report System performance as it compares to the Performance Standards and Minimum Service Levels and recommend and implement performance improvements. Where warranted, either Party may request the other Party to make commercially reasonable changes to enable System performance improvement, it being understood that all such changes are subject to the mutual agreement of the Parties.
- H. PROBLEM MANAGEMENT - to identify, record, track, correct and communicate to Certegy issues impacting the Services delivery, recognize recurring problems, address procedural issues and contain or reduce the impact of problems that occur.
- I. RECOVERY MANAGEMENT - for planning, establishing and testing the recovery procedures required to provide the Mainframe Tower services to Certegy in the event of a failure. This includes, without limitation, a failure giving rise to invoking the Disaster Recovery Plan. The intent of this process is to anticipate and minimize the impact of systems resource failure through the development of predefined, documented procedures and software/hardware recovery capabilities. Unless otherwise agreed by the Parties in writing, Certegy's instructions on what and how to recover shall be provided to IBM and included in the Procedures Manual.

### 3.0 MAINFRAME TOWER OPERATIONS

#### A. Management of the Services by IBM

IBM shall be responsible for the operation and management of the Mainframe Tower Services described herein. This responsibility shall include establishing and maintaining a properly trained and adequately staffed IBM population, including necessary management and support staff.

IBM shall make available, monitor and process on-line and batch applications, including scheduled, unscheduled and on-request services as well as end user initiated processing. Included in such responsibilities, IBM shall:

1. Support all test and production environments within the scope of the IBM responsibilities as defined by this Transaction Document;

2. Provide computer room operations support and perform console monitoring activities;
3. Operate Applications Software as listed in Schedule A and as documented in the Procedures Manual to support the operating schedules of Certegy with applicable Mainframe Tower services availability, twenty-four (24) hours per day, seven (7) days per week (subject to Scheduled Downtime, Excusable Downtime or agreed to schedules);
4. Perform all technical system support operations, including DASD management, System programming of this Schedule E, capacity monitoring as described in Section 2.0 B of this Schedule E and performance tuning for the Systems Software;
5. As defined in Attachment 1 to this Schedule E "Mainframe Tower," provide support for the Machines and the Systems Software;
6. Schedule Systems Software and Machines maintenance so as to minimize interference with Certegy and Certegy Authorized Users;
7. Complete all processing schedules as per established schedules on time and in the correct sequence set forth in the Procedures Manual;
8. Process all agreed upon special request activities submitted through the processes as defined in the Procedures Manual within the requested time frames and in the sequence defined by Certegy;
9. Provide access to, and software compatibility with, external systems necessary for the performance and provision of the Services required by this Schedule E for the "Mainframe Tower";
10. Continuously endeavor to enhance processing capabilities and efficiencies of the Machines through technology changes, system tuning and other run-time improvements and communicate to Certegy such enhanced processing capabilities and efficiencies on a quarterly basis;
11. Perform daily monitoring of utilization and efficiencies and provide monthly reporting on performance and capacity trends as measured against workloads for the Machines and Systems Software;
12. Operate, support and maintain third-party products and services;
13. Provide support for the Machines, the Systems Software running on such Machines and Systems Software support for the Applications Software to the extent necessary to provide the Services described;
14. Operate Applications Software;

B. Production Control

IBM shall maintain production schedules and cooperate with Certegy by responding to special processing requests and new processing requirements by following mutually agreed upon processes or procedures. Included in such responsibilities, IBM shall

1. Make no change to the production environment without the prior approval of Certegy; provided, however, that if Certegy's refusal to agree to a change to the production environment causes demonstrable impact on IBM's ability to meet any Performance Standard or Minimum Service Level, then Certegy shall excuse IBM from those Performance Standard(s) or Minimum Service Level(s) to the extent such failure is due directly to Certegy's refusal to allow change to the production environment;
2. Assure that all programs are moved from the application development and test environments to the production environment in a controlled and documented manner, which must in all cases be approved in advance through the Change Control Process;
3. Schedule all IBM Data Center projects so as not to unreasonably interrupt Certegy business operations; all such projects must receive prior approval through the Change Control Process;
4. Document and provide to Certegy a notification of all Data Center changes performed for emergency purposes or as otherwise not precluded in Section 3.0(B)(1) above as soon as practicable, but no later than the end of the next day after the change was made;
5. Prioritize and schedule batch jobs and report distribution systems subject to Certegy's schedule parameters, including but not limited to, automated scheduling features in the Applications Software and Certegy's specific directions so on -line applications dependent on batch processing and batch process outputs shall be available as scheduled;
6. Distribute and obtain Certegy approval for major production control schedule changes prior to implementation;
7. Update the scheduler data base, as required, to reflect changes to the production environment;
8. Monitor scheduler related incidents, and develop and recommend refinements and revisions to the scheduler data base;
9. Coordinate and modify schedules for special requests and follow Certegy priorities. IBM will promptly notify Certegy if such special requirements will affect either the timely completion of other tasks or IBM's ability to meet its obligations under this Transaction Document and this Schedule E "Mainframe Tower";
10. Respond expeditiously to requests from Certegy for priority job execution; and
11. Identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

C. File Services

IBM shall manage files on the Machines in a manner which shall ensure the availability and integrity of all Certegy and Authorized User data. The file management procedures will, among other issues, require Certegy to use industry standard access methods for file I/O data management. Included in such responsibilities, IBM shall:

1. Ensure that all files under IBM's control are current and available during scheduled access times;
2. Initiate and complete required data processing activities to ensure the data is processed, with data integrity (e.g., handling line transmission errors) of all processed files, according to the specifications set forth in the Procedures Manual;
3. Verify, using tools and procedures set forth in the Procedures Manual, the successful receipt of all incoming files and the successful processing and transmission of all outgoing files;
4. Document, maintain and, as appropriate, update and execute mutually approved volume or file back-up and recovery procedures;
5. Provide a recovery procedure for restoring the data image to a previous level within a mutually agreed amount of time;
6. Conduct regularly scheduled back-up and recovery procedures as set forth in the Procedures Manual (e.g., data set restore), so as not to impact scheduled operations and provide recommendations to the IPT regarding back-up and recovery considerations, such as improved levels of protection, efficiencies and cost reductions;
7. Report disk space utilization and requirements for capacity planning purposes as a section of the monthly reports;
8. Assist and advise Certegy in utilizing disk storage resources in an efficient and cost effective manner; and
9. Identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

D. Tape Management

IBM shall provide tape management services. Included in such responsibilities, IBM shall:

1. Update Certegy's tape management procedures, as appropriate and with Certegy's consent, including procedures related to periods of retention of tapes, which periods were defined and provided to IBM by Certegy for auditing purposes, and include such procedures in the Procedures Manual;
2. Provide logging and tracking of physical tapes in and out of the Data Center and provide required rotation of tapes for off-site vault storage;
3. Establish and follow procedures to log and track physical tapes that are checked in and checked out to third party vendors, Certegy, and Authorized Users;
4. Store tapes, as appropriate, at secure off- site vault storage;
5. Complete tape mounts in sufficient time to meet production processing requirements;
6. Complete tape mounts for non-production processing;

7. Ensure tape media is reliable and read/write errors are kept to a minimum;
8. Ensure adequate supplies for the tape environment are maintained and that the scratch tape pool is sufficient to service all required processing;
9. Retrieve archived tapes and restore required volumes or files and data sets within the mutually agreed time frames set forth in the Procedures Manual;
10. Upon Certegy's reasonable request, provide Certegy with the right to monitor and access tape management operations, mailing and receipt control; and
11. Identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

E. Data Base Administration

IBM shall be responsible for managing certain portions of the data base environment. Included in such responsibilities, IBM shall:

1. Assist Certegy in planning for changes in the size of data bases due to business growth or reduction and applications development projects, and review and comment on Certegy's plans on a regular basis;
2. Provide operating systems data base support for DB2 Software for Certegy's data base environments and those Certegy data base environments established by IBM;
3. In cooperation with Certegy, monitor and report data base performance and data base space utilization and identify, recommend and implement practical modifications as agreed with Certegy for improved performance;
4. Maintain and implement data base archive processes and procedures provided by Certegy to meet Certegy's business requirements and requests;
5. Maintain and implement data base back-up procedures provided by Certegy, to recover from a data base outage or corrupted data base within time frames specified in the Procedures Manual;
6. Promote data base changes into the production environment as approved and directed by Certegy;
7. Maintain the standard data base System Software access routines and document any changes to same under the Change Control Process;
8. Assist in problem determination and resolution of data base management system issues including escalation to the Systems Software vendor;
9. Perform data base management system (DBMS) security administration; and
10. Identify possible product and technology enhancement opportunities for improved performance, and notify the IPT of these opportunities.

Certegy will be responsible for managing the following portions of the data base environment:

1. Physical data base definitions;
2. Data Modeling;
3. Logical database design;
4. Physical database design;
5. Physical database review and support;
6. Authorized User access (views, copy members etc.);
7. Primary responsibility for database application security;
8. Training and application development assistance;
9. DBMS backup and recovery procedures; and
10. Primary responsibility for database troubleshooting and problem resolution.

F. Output

IBM shall provide output processing and operational support necessary to create and deliver output files required for transmission and tape file output. Included in such responsibilities, IBM shall:

1. Produce and deliver output files within the agreed to schedules;
2. Track, manage, communicate and resolve problems related to delivering output files;
3. Separate, package, label, scan and track all tape output and ensure that it is properly distributed to the mutually agreed to distribution drop point within the mutually agreed upon time frames;
4. Ensure that all files are in the output queue and where applicable available for transmission to the appropriate Certegy internal departments and/or external customers within the mutually agreed upon time frames;
5. Provide output print files to Certegy or Authorized Users for online viewing using online view software specified in Schedule B "Mainframe Tower" or for printing or storing at its or their respective sites;
6. Assist in finding, tracing or replacing lost or missing output;
7. Execute reruns of output requested by Certegy and notify Certegy if rerunning any output shall impact scheduled on-line or batch production processing; and
8. Identify possible enhancement opportunities for improved output performance and notify the IPT of these opportunities.

G. Quality Assurance

IBM shall be responsible for providing quality assurance services. Included in such responsibilities, IBM shall:

1. review problem reports and recommend/implement appropriate fixes with Certegy's approval;
2. maintain and update the Applications Software installation standards documentation set forth in the Procedures Manual;
3. in conjunction with Certegy, review new Certegy production jobs and JCL for correctness and conformance to mutually agreed to standards for efficient resource utilization;
4. participate in weekly meetings, or on such other frequency agreed to by the Parties, with Certegy designees to review any Change Request in accordance with the Procedures Manual; and
5. prepare and distribute on a minimum of a monthly basis management reports on key Data Center quality metrics.

H. Emergency Restoration of Services

IBM shall be responsible for providing certain emergency restoration services. Included in such responsibilities, IBM shall:

1. develop and/or implement Data Center procedures, as required, to support Certegy's emergency restoration of Services;
2. work with Certegy's designated emergency plan coordinator to assure Data Center support plan meets Certegy's requirements and obtain Certegy's approval of procedures; and
3. invoke the Disaster Recovery Plan as applicable, in accordance with Schedule G to this Transaction Document.

I. Information Security

IBM shall provide and implement security access control tools for data, databases and other information repositories and for applications, operating systems and libraries in accordance with Schedule L "Mainframe Tower" to this Transaction Document. IBM shall cooperate with and assist Certegy and its customers to allow its or their security administrators to complete their duties.

J. Software Support and Maintenance

IBM shall provide support for all Systems Software. IBM will be responsible for performing the problem determination, applying maintenance fixes and coordinating third party maintenance providers. IBM will provide Systems Software maintenance and support as set forth in this Transaction Document.

Included in such responsibilities, IBM shall:

1. Perform the maintenance and support responsibilities described in Attachment 1 to Schedule E "Mainframe Tower".
2. Be responsible for providing and implementing agreed quality assurance processes and procedures as reasonably necessary to ensure that IBM's Systems Software maintenance and support responsibilities are executed accurately and in a timely manner. Subject to the foregoing, the Parties shall mutually agree upon terms and conditions for conducting checkpoint reviews, Software testing and acceptance and other quality assurance procedures. These procedures shall be included in the Procedure's Manual.
3. Provide software maintenance for Systems Software listed in Schedule B "Mainframe Tower" of this Transaction Document. IBM will employ a maintenance methodology, including standards for work plans, design and programming, as set forth in the Procedures Manual.
4. Apply preventative maintenance and program temporary fixes, as set forth in this Schedule E "Mainframe Tower" and Attachment 1 to Schedule E "Mainframe Tower", to correct defects in the Systems Software running in the Data Center. IBM will also provide or obtain new Versions and releases, upgrades, replacements or additional Systems Software as agreed to by the Parties in order to perform the Services described in this Schedule E in accordance with its obligations under this Transaction Document. IBM will maintain the Systems Software release levels at supported levels from the applicable third party vendors.
5. Provide System support during Prime Time hours, and on-call support and coverage for the System during Non-Prime Time hours, including scheduled holidays. IBM will provide escalation procedures for IBM's on-call support to Certegy. The actual contact listing and organizational structure for System support will be set forth in the Procedures Manual. IBM will also provide System support to Certegy application programmers during critical testing periods for Applications Software - Certegy changes or enhancements, upon receipt of reasonable notice from Certegy.

Certegy shall be responsible for Applications Development, Applications Maintenance, problem determination for Applications Software - Certegy and requesting and scheduling necessary Systems resources for all Applications Software - Certegy.

K. Training and Technical Documentation

1. IBM will provide training on the IBM Software, processes and hardware functionality for designated Certegy personnel ("train-the-trainer"). IBM will also provide to Certegy copies of the technical documentation for IBM Software as required, in quantities and at a frequency to be mutually agreed upon by the Parties.
2. Certegy will provide training on the Certegy Software for designated IBM personnel ("train-the-trainer"). Certegy will also provide copies of the technical documentation for Certegy Software as required, in quantities and frequency to be mutually agreed by the parties.

L. General Support Services

1. IBM will provide and/or coordinate maintenance services for the Machines.
2. IBM will install, rearrange and relocate the Machines in the Data Center, at IBM's expense and with the approval of Certegy, in order to perform the Services described in this Schedule E in such a manner so as to minimize service impact to Certegy or its Authorized Users.
3. IBM will, as requested or as necessary or required to provide the Services, negotiate leases, license agreements, and vendor contracts for any leases, license agreements and vendor contracts related to the Certegy In-scope Operations.
4. IBM shall provide Certegy with reports that, at a minimum, will include those reports set forth below. Where possible and economically feasible, using software and resources being used to provide the Services, described in this Schedule E, IBM shall provide Certegy with the capability to download data base information and create Certegy's own reports. IBM shall provide to Certegy the following:
  - a) a daily morning performance report in form and substance to be agreed upon by the Parties;
  - b) a monthly performance report documenting IBM's performance of the Services as measured against the applicable Performance Standards and Minimum Service Levels;
  - c) a monthly, rolling quarterly "look ahead" schedule for ongoing and planned Data Center changes. The status of Data Center changes will be monitored and tracked against the applicable schedule;
  - d) a monthly change report setting forth a record of all changes performed during the previous month; and
  - e) such documentation and other information as may be reasonably requested by Certegy in order to verify the accuracy of the reports specified above.
5. IBM and Certegy will jointly review vendor proposals related to the System components affecting IBM's ability to provide the Services described in this Schedule E to ensure existing System and future System compatibility with changing industry standards. IBM will advise Certegy regarding new data processing technologies as appropriate through participation in the IPT.
6. IBM will establish and maintain contact with vendors providing information technology services or products to Certegy and apprise Certegy of the latest technological developments through participation in the IPT.
7. IBM will participate in service review meetings with vendors and service providers who provide services relating to its Transaction Document, as reasonably requested by Certegy.

8. The Parties will mutually determine an appropriate set of periodic meetings to be held between representatives of Certegy and IBM. These meetings will include the following:

- a) a daily meeting among operational personnel to discuss ongoing issues relating generally to daily performance and planned or anticipated activities and changes;
- b) a monthly management meeting of the IPT to review the performance report, the project schedule report, the changes report, and such other matters as appropriate;
- c) meeting of the IPT to review relevant contract and performance issues; and
- d) an annual meeting to be scheduled in January or as otherwise agreed to review the capacity requirements and Monthly Charges and Resource Charges for the upcoming year.

M. Certegy Responsibilities

1. Certegy Software

During the term of this Transaction Document, Certegy will be responsible for selecting, or defining requirements for, all Certegy Software. IBM agrees to use any Certegy Software, subject to the provisions of Section 3.8 of the Master Agreement. If new Systems Software is required to support Certegy Software, IBM will be compensated for incremental costs, if any, associated with the new Systems Software. Certegy will also retain responsibility for maintenance, support and all license and related charges for all applicable Applications Software-Certegy.

Certegy shall approve all new Applications Software-Certegy prior to its promotion into production.

2. Support Services

Certegy shall:

- a) design and document application information requirements, including report design and content, frequency of reports, and accessibility to information;
- b) be responsible for management, operations, maintenance and support for equipment currently managed or supported outside the Certegy In-Scope Operations;
- c) be responsible for the provision of resources for business recovery services for such other applications for which Certegy might wish to provide recovery other than those for which Disaster Recovery Services are to be provided by IBM pursuant to Schedule G to this Transaction Document;
- d) perform all mail, messenger, postage, and courier services for Certegy users; and
- e) perform such other Certegy activities and functions as are described in this Transaction Document.

ATTACHMENT 1 TO SCHEDULE E OF  
TRANSACTION DOCUMENT #00-01

MAINFRAME TOWER

SERVICES RESPONSIBILITIES MATRIX

R = IDENTIFY REQUIREMENTS A = ASSIST X = PERFORM P = PRIMARY S = SECONDARY

MAINFRAME TOWER - SERVICES

DESCRIPTION	RESPONSIBILITY	
	IBM	CERTEGY
1.0 OPERATIONS		
A. Operate console	X	
B. Update batch schedule	X	A
C. Execute batch schedule	X	
2.0 TAPE MANAGEMENT		
A. Define and provide requirements for tape processing		R
B. Select tape hardware per requirements	X	
C. Select tape media per requirements	X	
D. Mount tapes	X	
E. Define and provide tape retention policies		R
F. Implement tape retention policies	X	
G. Determine new tape ranges	X	
H. Update/maintain scratch tape inventory	X	
I. Provide requirements for physical tape storage	X	
J. Implement physical tape storage methodology	X	
K. Perform audit (processes, controls, etc.) of tape library	X	
L. Review results of tape library audit		X
M. Set tapes to scratch status	X	
N. Tape shipping		
1. Define and provide requirements for shipping tapes		R
2. Ship tapes per requirements	X	A
3. Sign tapes in/out of tape library	X	
O. Tape library management		
1. Define requirements for tape management system	R	
2. Determine tape management system	X	
3. Install /maintain tape management system	X	
4. Add new tape/Volser ranges to library system	X	
P. Vaulting		
1. Define tape vaulting requirements		R
2. Implement tape vaulting requirements	X	
3. Determine tape vaulting company	X	
4. Manage off-site tape archive storage facilities	X	
5. Ship/receive tapes to/from vault	X	

Q.	Inventory tracking		
	1. Inventory tapes from new business source		X
	2. Determine/implement tape inventory tracking	X	
	3. Perform inventory of all tapes annually	X	
3.0	SYSTEMS MANAGEMENT AND CONTROL		
A.	File backup/recovery (recovery management)		
	1. Define System backup and recovery requirements	A	R
	2. Perform System backup and recovery processes	X	
	3. Define application backup and recovery requirements		R
	4. Perform application backup and recovery processes as documented	X	X
	5. Perform application	X	
B.	Document operations procedures	X	
C.	Job accounting statistics	X	
D.	Hardware planning and installation		
	1. Technology input	X	A
	2. Hardware selection	X	A
	3. Determine System hardware requirements	X	R
	4. Participate in IPT hardware planning meetings	X	X
E.	Capacity management		
	1. Define and maintain process documents for the Data Center	X	
	2. Define Applications Software plans and requirements		X
	3. System capacity monitoring	X	
	4. Application Software - Certegy capacity monitoring/management		X
F.	Performance management		
	1. Define Performance Standards and MSL		X
	2. Document IBM's performance against the MSL	X	
	3. Implement System performance improvements	X	A
	4. Provide monthly performance reports	X	
	5. Implement application performance improvements	A	X
G.	Change management		
	1. Define and maintain process documentation	X	
	2. Provide change requirements for Applications Software - Certegy		X
	3. Provide change requirements for System (excluding Applications Software - Certegy)	X	
	4. Provide change requirements for Systems Software	X	
	5. Conduct IPT meeting	X	A
	6. Promote System changes to production	X	
	7. Report on System change success	X	
	8. Close Change Request assigned to Certegy		X
	9. Close Change Request assigned to IBM	X	
H.	Executive reporting for System performance	X	
3.0	SYSTEM MANAGEMENT AND CONTROL PART 2		
I.	Problem management		
	1. Define and maintain the process documentation	X	
	2. Record incident reports production problems	X	
	3. Distribute incident reports to support	X	
	4. Provide input on incident reports	X	
	5. Track incident reports through resolution	X	

6. Close incident reports assigned to Certegy		X
7. Close incident reports assigned to IBM	X	
8. Perform root cause analysis for Applications Software - Certegy		X
9. Perform root cause analysis for all other problems	X	
J. System security (i.e., RACF, CICS, TSO)		
1. Administration	X	
2. Execution	X	
K. System monitoring (mainframe, CICS, etc.)	X	
L. Performance tuning		
1. IBM Machines	X	
2. Applications Software - Certegy		X
3. Systems Software and Application Software - IBM	X	
M. Provide input and assist to troubleshooting		
1. Systems Software	X	
2. Application Software - Certegy		X
N. Perform troubleshooting/problem resolution	X	
O. Provide Applications Software programmer assistance	A	
P. Provide input on System backup/recovery requirements		X
Q. Perform System backup/recovery procedures	X	
R. Perform System backup/recovery job execution	X	
S. Perform VTAM/NCP installation	X	
T. New technology/product research		
1. System technology input/review	P	S
2. System technology selection	P	S
3. Technology implementation	X	
U. New technology/product research (existing scope)		
1. Technology input/review	P	S
2. Technology selection	P	S
3. Technology implementation	X	
V. VTAM/NCP change		
1. Consult on protocol, interface standards, connectivity	A	X
2. FEP configuration management and documentation	X	
4.0 DATA BASE ADMINISTRATION		
A. Data modeling		X
B. Logical database design		X
C. DBMS (data base management system) maintenance	X	
D. Physical database design		X
E. Physical database review/support		X
F. Provide input/assistance to DBA	X	
G. User access (views, copy members)		X
H. Systems Software (DBMS Security)	X	
I. DBMS capacity planning	A	X
J. DBMS performance management	A	X
K. Input into DBMS capacity/performance management		X
L. DBMS performance utilization tracking	A	X
M. Assist in DBMS performance analysis		X
N. Develop database backup/recovery procedures		X
O. Develop DBMS Systems Software backup/recovery procedures	X	
P. Execute Applications Software - Certegy backup/recovery jobs	A	X

	Q. Database troubleshooting/resolution	A	X
5.0	FAILURE AND DISASTER RECOVERY		
	A. Define Disaster Recovery requirements		X
	B. Define customer connectivity requirements		X
	C. Maintain Disaster Recovery Plan	X	A
	D. Coordinate Disaster Recovery testing	X	A
	E. Perform Disaster Recovery testing for System	X	A
	E2. Perform Disaster Recovery testing for Applications Software - Certegy	A	X
	F. Declare Disaster		X
	G. Execute Data Center Disaster Recovery procedures	X	A
	H. Execute network Disaster Recovery procedures	X	A
	I. Execute Applications Software - Certegy disaster recovery procedures	A	X
	J. Resolve Machine failure	X	
	K. Resolve Systems Software failure	X	
	L. Resolve Applications Software - Certegy failure		X
	M. Resolve Applications Software - IBM failure	X	
6.0	DASD MANAGEMENT		
	A. Provide capacity plan for storage requirements		X
	B. Physical design	X	
	C. Capacity planning for hardware	X	
	D. Performance management	X	
	E. Performance utilization tracking	X	
	F. Perform System backup/recovery procedures	X	
	F2. Perform Applications Software - Certegy data backup/recovery procedures		X
	G. Troubleshooting/resolution	X	
7.0	PRODUCTION CONTROL		
	A. Scheduling Systems Software		
	1. Install/update changes	X	
	2. Scheduler testing/support	X	
	3. Build scheduler plans	X	A
	4. Execute production jobs	X	
	B. Production scheduling		
	1. Input to JCL standards		X
	2. Develop/maintain JCL standards	A	X
	3. Review JCL for standards compliance	X	
	4. Code and test JCL		X
	5. Document job flow/job streams-development team	S	p
	6. Document job restart/rerun-development team	S	p
	7. Document job prerequisites and priorities	S	p
	8. Maintain scheduling manual in production control	X	
	9. Provide and maintain application run-books		X
	C. Promote production code	X	A
	D. Parameter card input		X
	E. Parameter card update - Certegy managed		X
	F. Parameter card update - IBM managed	X	
	G. Certegy calendar/scheduler input		X
	H. Scheduling calendar	X	

I.	Batch test schedule		
	1. Define/develop test requirements		X
	2. Execute test batch cycle	A	X
J.	Batch/online production schedule		
	1. Provide scheduler input (production job requirements)		X
	2. Scheduler updates	X	
	3. Provide input on scheduling conflicts		X
	4. Resolve scheduling conflicts	A	X
	5. Execution	X	
	6. Production checks and balances process	A	X
K.	Job execution		
	1. Monitor production job execution	X	
	2. Address/escalate batch failures as documented	X	
	3. Maintain application support documentation		X
L.	Applications Software installation		
	1. Acceptance testing		X
	2. Verification/approval process		X
	3. Promote to production	X	A
N.	Systems Software support		
	1. Maintain Systems Software at supported levels	X	
	2. Maintain Systems Software utilities and products	X	
	3. Select Systems Software	P	S
	4. Implement Systems Software	X	
	5. Interface to vendors for problem resolution	X	
P.	Advise of Systems Software change impact	X	
8.0	MAINFRAME INFORMATION AND DATA NETWORK SECURITY		
	A. Install, maintain and upgrade new or existing security software	X	
	B. Define access control software requirements		X
	C. Maintain the access control software	X	
	D. Identify and document the data security requirements		X
	E. Implement the documented protection requirements for End User data	X	
	F. Manage logon IDs and authorities for IBM employees	X	A
	G. Identify Certegy employees Logon and authorities		R
	H. Manage logon IDs and authorities for Certegy employees		X
	I. Establish criteria for management and reset of users' passwords	A	X
	J. Review, approve and grant requests for privileged user authorities	X	R
	K. Applications Software password authorization and administration		X
	L. Logs and alerts monitoring and response	X	R/A
	M. Incident investigation	X	X
	N. Security audit	A	R
	O. Mainframe file controls	A	R
	P. Identify all dial-in services and Authorized Users of the Services	A	X
	Q. Maintain security controls for dial-in services	X	
	R. Add, change and delete users' access to the dial-in services	X	R
9.0	PHYSICAL FACILITIES AND SECURITY		
	A. Provide physical facilities	X	
	B. Provide Certegy with IBM's security standards and practices	X	
	C. Review security policies and procedures for effectiveness	X	A

	D. Maintain and update the security section of the Procedures Manual		X
	E. Provide physical security controls at the Data Center		X
	F. Restrict access to the Data Center to authorized personnel only		X
	G. Conduct periodic reviews of the Data Center access control logs		X
	H. Implement controls which protect printed output under IBM control		X
	J. Provide secure storage for portable storage media		X
	K. Badge distribution, alarm monitoring and response at Data Center		X
	L. Data Center emergency response (fire, medical, first aid, bomb threat)		X
10.0	APPLICATIONS SOFTWARE - CERTEGY SERVICE DELIVERY		
	A. Resolve scheduling conflicts		X
	B. Resolve cycle abends		X
	C. Establish and maintain escalation procedures		X
	D. Establish Performance Standards and Minimum Service Levels related to Applications Software - Certegy performance		X
	E. Perform root cause analysis		X
	F. Report Applications Software - Certegy incident report resolution statistics		X
	G. Institute Applications Software - Certegy run time improvements (RTIs)	A	X
10.0	APPLICATIONS SOFTWARE - IBM SERVICE DELIVERY		
	A. Resolve scheduling conflicts		X
	B. Resolve cycle abends		X
	C. Establish and maintain escalation procedures for Performance Standards and Minimum Service Levels		X
	D. Establish Software performance		X
	E. Perform root cause analysis		X
	F. Report Applications Software - IBM incident report resolution statistics		X
	G. Institute Applications Software - IBM run time improvements (RTIs)		X
			A

SCHEDULE E OF

TRANSACTION DOCUMENT #01-01

NETWORK TOWER

SERVICES, LOCATION OF FACILITIES, OPERATIONAL AND FINANCIAL RESPONSIBILITIES

1.0 INTRODUCTION

1.1 This Schedule E - Network Tower describes certain duties, obligations and responsibilities of IBM and Certegy as related to the Network Tower operations and management.

1.2 During the term of the Transaction Document, IBM will provide services to Certegy from the Data Center using the Machines, the Applications Software and the Systems Software provided by Certegy and IBM as required by this Schedule - Network Tower. Additionally, IBM will provide such other services as requested and approved by Certegy during the term of this Transaction Document as New Services in accordance with Section 3.12 and Section 9.6 of the Master Agreement.

1.3 The descriptions contained in this Schedule E - Network Tower of specific types of services, and methods and procedures used to perform such services, set forth how IBM will deliver the Network Tower Services described herein.

1.4 Definitions:

1.4.1 "NETWORK INTER DATA CENTER SERVICES" means the Network Services that are required to support the transmission of data between the Data Centers.

1.4.2 "NETWORK SUPPORT ACCESS SERVICES" means the Network Services that are required to provide Certegy and Authorized Users with access to the Systems.

1.4.3 "NON-PRIME TIME" means all hours other than Prime Time.

1.4.4 "PRIME TIME" means for New Zealand processing 8:00 am - 8:00 pm New Zealand time and for Australia processing means 8:00 am - 8:00 pm Melbourne, Australia time, Monday through Friday.

All capitalized terms used and not defined in this Schedule E - Network Tower shall have the meanings given them elsewhere in the Agreement.

2.0 NETWORK SERVICES MANAGEMENT

IBM shall be responsible for the operation and management of the Network Inter Data Center Services and Network Support Access Services. These responsibilities shall include establishing and maintaining a properly trained and adequately staffed IBM population, including necessary management and support staff.

2.1 Network Service Operation

2.1.1 IBM shall provide, monitor and manage the agreed Network Services further described in Schedule D - Network Tower. Included in such responsibilities, IBM shall:

1. Provide equipment and alarm monitoring and management from Advantra's network management centers, in accordance with the Minimum Service Levels set forth in Schedule S - Network Tower. Alarms which require additional remedial activity will be designated as faults;
2. Monitor and manage the telecommunications carrier provided Frame Relay connections and notify customer and the carrier in the case of a disruption in service due to a fault condition;
3. Provide router and network diagnosis of faults relating to carriage services;
4. Initiate a dial connection to the managed routers to perform management tasks. Modems provided by Advantra at each of the Nominated Sites are installed solely for the purpose of the provision of the Services under this Transaction Document. Advantra will retain ownership of all modem equipment and associated software used to provide these particular services and be responsible to provide and administer secure access via these components;
5. Provide change management relating to Network access, configuration and equipment configuration at the Nominated Site. Review any new requirements and make recommendations on technology, configuration and implementation schedules to the install base, within the current scope of works;
6. Provide regular software upgrades consisting of recent releases of equipment software for routers, LAN switches and firewalls;
7. Provide problem management, which includes logging, tracking and escalation of reported problems, based on IBM specified service assurance severity codes, listed in Schedule S - Network Tower;
8. Electronically provide appropriate trouble ticket records for network related faults identified by Certegy, its Authorized Users, IBM, Advantra, or AT&T from IBM's trouble ticket system;
9. Provide System support during Prime Time hours, and on-call support and coverage for the System during Non-Prime Time hours, including scheduled holidays. IBM will provide escalation procedures for IBM's on-call support to Certegy which will be set forth in the Procedures Manual;
10. Provide an internal escalation point within IBM; and
11. Provide management liaison between IBM, AT&T, Advantra, Certegy and its Authorized Users.

2.2 Network Service management

2.2.1 IBM shall work together with Certegy to ensure that the required service management activities are identified within the Procedures Manual and followed within the delivery of the portions of the Services described in this Network Tower. As part of its responsibilities, IBM shall:

1. Schedule Systems Software and Machines maintenance so as to minimize interference with Certegy and Certegy customers;
2. Perform daily monitoring of utilization and efficiencies and provide monthly reporting on performance and capacity trends as measured against workloads for the Machines and Systems Software and provide recommendations;
3. Liaise and coordinate the Services provided by subcontractors and external vendors;
4. Make no change to the production environment without the prior approval of Certegy; provided, however, that if Certegy's refusal to agree to a change to the production environment causes demonstrable impact on IBM's ability to meet any Performance Standard or Minimum Service Level, then Certegy shall excuse IBM from those Performance Standard(s) or Minimum Service Level(s) to the extent such failure is due directly to Certegy's refusal to allow change to the production environment;
5. Schedule all Data Center projects so as not to unreasonably interrupt Certegy business operations; all such projects must receive the prior approval of the IPT;
6. Maintain and update the Network installation standards documentation set forth in the Procedures Manual;
7. Participate in weekly meetings, or on such other frequency agreed to by the Parties, with Certegy designees to review any Change Request in accordance with the Procedures Manual;
8. Prepare and distribute on a minimum of a monthly basis management reports on key data center quality metrics;
9. Provide and implement security access control tools for data, databases and other information repositories and for applications, operating systems and libraries in accordance with Schedule L - Network Tower to this Transaction Document. IBM shall cooperate with and assist Certegy and its customers to allow its or their security administrators to complete their duties; and
10. Be responsible for providing and implementing agreed quality assurance processes and procedures as reasonably necessary to ensure that IBM's Systems Software maintenance and support responsibilities are executed accurately and in a timely manner. Subject to the foregoing, the Parties shall mutually agree upon terms and conditions for conducting checkpoint reviews, Software testing and acceptance and other quality assurance procedures. These procedures shall be included in the Procedures Manual.

### 2.3 Emergency Restoration of Services

2.3.1 IBM shall be responsible for providing certain emergency restoration services. Included in such responsibilities, IBM shall:

1. Develop and/or implement Data Center procedures, as required, to support Certegy's emergency restoration of services; work with Certegy's designated emergency plan coordinator to assure Data Center support plan meets Certegy's requirements and obtain Certegy's approval of procedures; and
2. Invoke the Disaster Recovery Plan as applicable, in accordance with Schedule G to the Transaction Document.

#### 2.4 Vendor Liaison and Coordination

2.4.1 IBM shall be responsible for liaising and coordinating the actions and services of external vendors and parties as required to support the services defined in this Schedule E - Network Tower and in Schedule D - Network Tower. As part of these responsibilities, IBM shall:

1. Negotiate, as requested or as necessary or required to provide the Mainframe Tower services, negotiate leases, license agreements, and vendor contracts for any leases, license agreements and vendor contracts related to the Certegy In-scope Operations;
2. Participate in service review meetings with vendors and service providers who provide services relating to the Transaction Document, as reasonably requested by Certegy;
3. Jointly review, in conjunction with Certegy, vendor proposals related to the System components affecting IBM's ability to provide the Services to ensure existing and future systems' compatibility with changing industry standards. IBM will advise Certegy regarding new data processing technologies as appropriate through participation in the IPT; and
4. Establish and maintain contact with vendors providing information technology services or products to Certegy and apprise Certegy of the latest technological developments through participation in the IPT.

#### 2.5 Reports and Meetings

2.5.1 IBM shall cooperate and work with Certegy to ensure that the coordination and reporting requirements of Certegy are supported as commercially reasonable. IBM and Certegy will define and mutually agree on the reports and meetings that will be required, and record these within the Procedures Manual. These responsibilities include without limitation:

1. A daily morning performance report in form and substance to be agreed upon by the Parties;
2. A monthly performance report documenting IBM's performance of the Services as measured against the applicable Performance Standards and Minimum Service Levels;
3. A monthly, rolling quarterly "look ahead" schedule for ongoing and planned Data Center changes. The status of Data Center changes will be monitored and tracked against the applicable schedule;
4. A monthly change report setting forth a record of all changes performed during the previous month;

5. Provision of such documentation and other information as may be reasonably requested by Certegy in order to verify the accuracy of the reports specified above;
6. A daily meeting among operational personnel to discuss ongoing issues relating generally to daily performance and planned or anticipated activities and changes;
7. A monthly management meeting of the IPT to review the performance report, the project schedule report, the changes report, and such other matters as appropriate;
8. Meeting of the IPT to review relevant contract and performance issues; and
9. An annual meeting to be scheduled in January of each calendar year during the term of this Transaction Document or as otherwise agreed to review the capacity requirements and Monthly Charges for the upcoming year.

## 2.6 Certegy Responsibilities

2.6.1 Certegy has some core responsibilities in the design and operation of the Network Services. These responsibilities include without limitation:

1. Provision and management of the services not included within the Services defined in Schedule D - Network Tower;
2. Definition, with IBM's cooperation, of the network capacity requirements and configuration inclusive of the requirements of the Data Center backup plans and associated services;
3. Definition, with IBM's cooperation, of the security requirements of the data;
4. Management of the transmission requirements of the application data in terms of ensuring that adequate services are in place and that all data is to be transmitted using the defined Network protocol;
5. Cooperation with IBM in managing the required changes in terms of scheduling and approving the changes requested by IBM;
6. Cooperation with IBM in attending and supporting the required meetings; and
7. Management of the liaison with Certegy's Authorized User change control and management processes.

## ATTACHMENT 1 TO

## SCHEDULE E

OF TRANSACTION DOCUMENT #00-01

## NETWORK TOWER

## SERVICES RESPONSIBILITIES MATRIX

R = IDENTIFY REQUIREMENTS A = ASSIST X = PERFORM P = PRIMARY S = SECONDARY

## NETWORK TOWER - SERVICES

DESCRIPTION	RESPONSIBILITY	
	IBM	CERTEGY
1.0 TECHNICAL OPERATIONS		
A. Monitor network services and connections	X	
B. Identify problems	X	A
C. Raise problem tickets for problems and incidents	X	
D. Follow agreed problem management processes	X	X
E. Ensure that problem management complies with agreed targets	X	
F. Maintain and support Network software and services	X	
G. Install and test required and approved upgrades to network services	X	
G. Provide 7/24 support for the Network Tower	X	
2.0 NETWORK MANAGEMENT		
A. Define and provide requirements for Network	A	X
B. Define network capacity requirements		X
C. Select network services per requirements	X	A
D. Implement application data transfer standards		X
E. Manage and support applications transferring data		X
F. Update and maintain the Procedures Manual	X	A
G. Monitor and track network utilization and transfer rates	X	
H. Provide reports on network utilization	X	
I. Schedule agreed Network planning and management meetings	X	
J. Attend agreed Network planning and management meetings	X	X
3.0 SYSTEM MANAGEMENT AND CONTROL		
A. Follow agreed change management processes	X	X
B. Document operations procedures	X	
C. Job accounting statistics	X	
D. Hardware planning and installation		
1. Technology input	X	A
2. Hardware selection	X	
3. Determine Hardware Data Center requirements	X	
4. Participate in IPT hardware planning meetings	X	X
E. Capacity management		
2. Define Applications Software plans and requirements		X
3. Capacity monitoring/management	X	
F. Performance management		
1. Define Performance Standards and MSL		X
2. Document IBM's performance against the MSL	X	
3. Implement System performance improvements	X	X

4. Provide monthly performance reports	X	
5. Implement application performance improvements	A	X
G. Change management		
1. Define and maintain process documentation	X	
2. Provide change requirements for Applications Software		X
3. Provide change requirements for IBM	X	
4. Provide change requirements for Systems Software	X	
5. Conduct IPT meeting	X	A
6. Promote System changes to production	X	
7. Report on System change success	X	
8. Close Change Request assigned to Certegy		X
9. Close Change Request assigned to IBM	X	
H. Executive reporting for system performance	X	
3.0 SYSTEMS MANAGEMENT AND CONTROL PART 2		
I. Problem management		
1. Define and maintain the process documentation	X	
2. Record incident reports production problems	X	
3. Distribute incident reports to support	X	
4. Provide input on incident reports	X	
5. Track incident reports through resolution	X	
6. Close incident reports assigned to Certegy		X
7. Close incident reports assigned to IBM	X	
8. Perform root cause analysis for Applications		X
9. Perform root cause analysis for all other problems	X	
J. System security (i.e., RACF,CICS, TSO)		
1. Administration	X	
2. Execution	X	
K. System monitoring (mainframe, CICS, etc.)	X	
L. Performance tuning		
1. IBM Machines	X	
2. Applications Software - Certegy		X
3. Systems Software and Application Software - IBM	X	
M. Provide input and assist to troubleshooting		X
N. Perform troubleshooting/problem resolution	X	
O. Provide Applications Software programmer assistance	A	
P. Provide input on System backup/recovery requirements		X
Q. Perform System backup/recovery procedures	X	
R. Perform System backup/recovery job execution	X	
S. Perform VTAM/NCP installation	X	
T. New technology/product research		
1. System technology input/review	P	S
2. System technology selection	P	S
3. Technology implementation	X	
U. New technology/product research (existing scope)		
1. Technology input/review	P	S
2. Technology selection	P	S
3. Technology implementation	X	
V. VTAM/NCP change		
1. Consult on protocol, interface standards, connectivity	A	X
2. FEP configuration management and documentation	X	

W. Equipment Security (router diagnostic access, router links, etc.)			
1. Administration		X	
2. Execution		X	
4.0 FAILURE AND DISASTER RECOVERY			
A. Define Disaster Recovery Requirements			X
B. Define customer connectivity requirements			X
C. Maintain Disaster Recovery Plan	X		A
D. Coordinate Disaster Recovery testing	X		A
E. Perform Disaster Recovery testing for System	X		A
E2. Perform Disaster Recovery testing for Applications Software	A		X
F. Declare Disaster			X
G. Execute Data Center Disaster Recovery procedures	X		A
H. Execute network Disaster Recovery procedures	X		A
I. Execute Applications Software - Certegy disaster recovery procedures			X
J. Resolve Data Center Machine failure	X		
K. Resolve Systems Software failure	X		
L. Resolve Applications Software - Certegy failure			X
M. Resolve Applications Software - IBM failure	X		
N. Resolve Network Services failures	X		
5.0 DATA NETWORK SECURITY			
A. Install, maintain and upgrade new or existing security software	X		
B. Define access control software and hardware requirements			X
C. Maintain the access control software and hardware	X		
D. Identify and document the data security requirements			X
E. Implement the documented protection requirements for End-User data	X		
F. Logs and alerts monitoring and response	X		R/A
G. Incident investigation	X		X
H. Security audit	A		X
I. Identify all dial-in services and Authorized Users of the Services	A		X
J. Maintain security controls for dial-in services	X		
K. Add, change and delete users' access to the dial-in services	X		R
6.0 PHYSICAL FACILITIES AND SECURITY			
A. Provide physical facilities on IBM site	X		
B. Provide physical facilities at Certegy or NAG site			X
C. Provide Certegy with IBM's security standards and practices	X		
D. Review security policies and procedures for effectiveness	X		
E. Maintain and update the security section of the Procedures Manual	X		
F. Provide physical security controls at the IBM Data Center	X		
G. Restrict access to the IBM Data Center to authorized personnel only	X		
H. Conduct periodic reviews of the IBM Data Center access control logs	X		

Schedule F of

Transaction Document #01 -01

Mainframe Tower

Leases, Licenses and other Third Party Agreements

Section F-1 of Schedule F lists the Mainframe Tower leases for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Certegy.

SECTION F-1 - LEASES FOR MAINFRAME TOWER

IBM IS NOT RESPONSIBLE FOR ANY MAINFRAME TOWER LEASES FOR CERTEGY AS OF THE COMMENCEMENT DATE

Section F-2 of Schedule F lists the Mainframe Tower IBM software licenses for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Certegy.

SECTION F-2 SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
IBM							
1	5648-063	ACF/NCP	IBM	I	I	I	I
2	5668-738	ACF/NCP FOR 3745/3720	IBM	I	I	I	I
3	5655 041	ACF/SSP FOR MVS	IBM	I	I	I	I
4	5695 117	ACF/VTAM (MVS/ESA)	IBM	I	I	I	I
5	5655-018	CICS/ESA 4.1	IBM	I	I	I	I
6	5688-958	COBOL II 4.0	IBM	I	I	I	I
7	5668-197	COBOL II VS COMP/LIB/DEBUG	IBM	I	I	I	I
8	5668-198	COBOL LANG ENVIRON MVS	IBM	I	I	I	I
9	5688-188	C370 LIBRARY LE	IBM	I	I	I	I
10	5695-DB2	DB2 MVS VERSION 4	IBM	I	I	I	I
11	5695-DF1	DFSMS	IBM	I	I	I	I
12		DFSORT	IBM	I	I	I	I
13		DFDSS	IBM	I	I	I	I
14		DFHSM	IBM	I	I	I	I
15		FTP	IBM	I	I	I	I
16	5696-234	HIGH LEVEL ASSEMBLER	IBM	I	I	I	I
17		ICF/CATALOG	IBM	I	I	I	I
18		INFOMAN	IBM	I	I	I	I
19	5665-402	ISDF/PDF V4 FOR MVS	IBM	I	I	I	I
20		JES2	IBM	I	I	I	I
21	5655-007	NETVIEW	EBM	I	I	I	I
22	5665-333	NPM (NETVIEW PERF MON)	IBM	I	I	I	I
23		OPC/ESA	IBM	I	I	I	I
24		OS390	IBM	I	I	I	I
25	5668-911	OSPL/1 V2 LIBRARY	IBM	I	I	I	I
26	5688-190	PAGE PRINT FORMAT	IBM	I	I	I	I
27	5665-351	PPFA/MVS	IBM	I	I	I	I
28	5698-040	PSF/MVS	IBM	I	I	I	I
29		QMF	IBM	I	I	I	I
30	5655-084	RMF	IBM	I	I	I	I
31	5688-197	SAA AD/CYCLE COBOL/370	IBM	I	I	I	I
32	5665-488	SDSF MVS/ESA	IBM	I	I	I	I
33	5668-949	SMP/E	IBM	I	I	I	I
34	5655-HAL	TCP/IP FOR MVS	IBM	I	I	I	I
35		TPNS	IBM	I	I	I	I
36	5685-025	TSO/E (MVS/ESA)	IBM	I	I	I	I

## SECTION F-2 SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
37		RACF	IBM	I	I	I	I
38	5665-311	3270 PC FILE TRANSFER (MVS)	IBM	I	I	I	I

Section F-3 of Schedule F lists the Mainframe Tower Third Party Agreements for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Certegy.

## SECTION F-3 MAINFRAME TOWER: SYSTEMS SOFTWARE - IBM

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
1	Exec Computing	JOBSCAN	IBM	I	I	I	NA
2	SDA	PDSMAN	IBM	I	I	I	INA
3	BMC	STOP/X3711	IBM	I	I	I	NA
4	Candle	OMEGAMON/II MVS	IBM	I	I	I	NA
5	Candle	OMEGAMON CICS	IBM	I	I	I	NA
6	CA	OPTIMIZER AND RT Library	IBM	I	I	I	NA
7	CA	CAI	IBM	I	I	I	NA
8	CA	ENDEAVOR	IBM	I	I	I	NA
9	Compuware	ABEND AID/CICS	IBM	I	I	I	NA
10	Compuware	ABEND-AID/MVS	IBM	I	I	I	NA
11	Compuware	XPEDITER/TSO (C+A)	IBM	I	I	I	NA
12	Compuware	XPEDITER CICS (C+A)	IBM	I	I	I	NA
13	Compuware	STROBE BASE	IBM	I	I	I	NA
14	Compuware	FILEAID MVS	IBM	I	I	I	NA
15	IDP	FDR/ABR	IBM	I	I	I	NA
16	IDP	IAM	IBM	I	I	I	NA
17	Execp	VPS	IBM	I	I	I	NA
18	Execp	SYNCSORT MVS	IBM	I	I	I	NA
19	Sterling Commerce	CONNECT DIRECT (MVS)	IBM	I	I	I	NA
20		MQ SERIES	IBM	I	I	I	NA

## NOTES:

- (1) "OPER" means operational responsibility for the Systems Software listed in this Schedule.
- (2) "FIN" means financial responsibility for license fees, maintenance charges Maintenance Releases, Versions and any other related charges for the Systems Software listed in this Schedule.
- (3) "MAINT" means maintenance responsibility, including applying fixes, corrections and minor enhancements (but not necessarily the financial responsibility for such) for the Systems Software listed in this Schedule.
- (4) "DEV" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades or major enhancements for the Systems Software listed in this Schedule.

Schedule F of

Transaction Document #01-01

Network Tower

Leases, Licenses and other Third Party Agreements

Section F-1 of Schedule F lists the Network Tower leases for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Equifax.

SECTION F-1 - LEASES FOR NETWORK TOWER

IBM IS NOT RESPONSIBLE FOR ANY NETWORK TOWER LEASES FOR CERTEGY AS OF THE COMMENCEMENT DATE

Section F-2 of Schedule F lists the Network Tower software licenses for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Equifax.

SECTION F-2 - LICENSES FOR NETWORK TOWER

ITEM NBR	VENDOR NAME	DESCRIPTION	IBM RESPONSIBILITIES		
			FINANCIAL	MANAGEMENT	ADMINISTRATIVE
-----	-----	-----	-----	-----	-----

Section F-3 of Schedule F lists the Network Tower Third Party Agreements for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Equifax.

SECTION F-3 - THIRD PARTY AGREEMENTS FOR NETWORK TOWER

IBM IS NOT RESPONSIBLE FOR ANY NETWORK TOWER THIRD PARTY AGREEMENTS FOR EQUIFAX AS OF THE COMMENCEMENT DATE

SCHEDULE G OF

TRANSACTION DOCUMENT #01-01

MAINFRAME TOWER

DISASTER RECOVERY SERVICES

1.0 INTRODUCTION

- 1.1 IBM will provide Disaster Recovery Services for Mainframe Tower and the Network Tower for Certegy as described within this Schedule. This Schedule is intended to describe all aspects of the services to be provided and include the roles and responsibilities of both Certegy and IBM in planning, testing and supporting Disaster Recovery for the Systems and the applications.
- 1.2 IBM will be responsible for the provision of Disaster Recovery Services to Certegy based on the roles and responsibilities in Attachment 1, the Disaster Recovery Responsibilities Matrix.
- 1.3 The Parties' Disaster Recovery Services responsibilities shall include, but not be limited to, the following:
  1. IBM and Certegy will discuss and agree on the readiness of the Certegy Application Disaster Recovery Plan and the IBM System Disaster Recovery Plan;
  2. IBM and Certegy will jointly plan and IBM will execute an initial Disaster Recovery test at a time to be agreed and subject to the commencement of the Standby Production Services;
  3. IBM will provide dedicated hardware and the defined network infrastructure as agreed at the backup site;
  4. The Parties agree to review the DASD service and data transfer services required to support the Target Recovery Times for the Critical Applications and achieve agreement on the defined service 60 days prior to the scheduled implementation of the Standby Production Service;
  5. The Parties agree to review the Data Center to be used as the backup site as part of the review process defined in Clause 1.3.4;
  6. IBM will design, implement system backup and recovery processes and procedures;
  7. Certegy will design, implement application and database backup and recovery processes;
  8. It is the intent of both Parties that the Critical Business Applications Systems and target recovery times as identified in Attachment 2 will be the goals of the jointly developed Disaster Recovery Plan, and both Parties agree to work together to achieve these targets;
  9. The Parties will be jointly responsible for the initiation, support and execution of the testing and performance of the Recovery Plan with the Parties respective roles being consistent with the roles set forth in this Schedule;

10. In the event of a Disaster declaration, IBM and Certegy will jointly support the execution of the Restoration; and
11. The service levels defined in Schedule S will be subject to the Force Majeure clause in Section 17.3 of the Master Agreement.

## 2.0 DEFINITIONS

- 2.1 "COLD SITE" means a fully constructed facility that provides all Hot-Site physical services and utilities necessary to support Certegy's computer environment. It does not have installed computer hardware or network equipment.
- 2.2 "CRITICAL BUSINESS APPLICATION SYSTEMS" means the applications specified by Certegy to support Certegy's vital business functions in the event of a Disaster. The Critical Business Application Systems are set forth in Attachment 2 hereto.
- 2.3 "CRITICAL SYSTEM PROCESS" means any application process that is required to support the Critical Business Applications Systems.
- 2.4 "DISASTER" means any unplanned interruption of information processing for Certegy, due to causes beyond the control of Certegy or IBM, which significantly impair the ability of IBM or Certegy to perform the Services and to operate the Critical Business Application Systems at the Data Center facility.
- 2.5 "DISASTER RECOVERY" means the Restoration, at a location other than the Data Center, of Critical Business Application Systems, Critical System Processes and related Network connectivity following a declared Disaster.
- 2.6 "DISASTER RECOVERY PLAN" or "PLAN" means the mutually agreed upon plan for recovering Certegy's Critical Business Application Systems necessary for continuation of the vital business processes of Certegy.
- 2.7 "CERTEGY CONFIGURATION" means the hardware, software and/or Data Network equipment requested by Certegy as part of the Standby Production Service.
- 2.8 "HOT-SITE" means a fully equipped data center environment, which contains the IBM Configuration.
- 2.9 "IBM CONFIGURATION" means the hardware, software and Data Network equipment provided by IBM, as set forth in the Disaster Recovery Plan, designated for support of the Critical Business Application Systems during a declared Disaster.
- 2.10 "MINIMUM RPP DISASTER RECOVERY CAPACITY" is the CPU capacity requested by Certegy for the Standby Production Service RPP Baseline as listed in Schedule J.
- 2.11 "RECOVERY CENTER" means the facility from which IBM provides Disaster Recovery Services.
- 2.12 "RESTORATION" means the point in time at which the Critical Business Application Systems have all data files recovered the System, Network access and Applications are reinstated after the declaration of a Disaster and is ready for the Critical Business Application Systems to begin processing as agreed to be sufficient to allow achievement of the MSLs identified in Schedule S.

2.13 "RECOVERY TIMES" means the Recovery Times for Critical Business Application Systems set as set forth in Attachment 2 hereto, which both IBM and Certegy will work together to achieve recovery of the Systems and the Applications-Certegy within.

2.14 "STANDBY PRODUCTION SERVICE" means the Services requested by Certegy as required to support the Recovery of the Applications as described in the Resource Baselines for Standby Production Services, the Network Services identified in Schedule D - Network and the roles and responsibilities defined in this Schedule G.

### 3.0 DISASTER RECOVERY PLAN

3.1 The Disaster Recovery Plan will include, but will not be limited to, the following:

1. a brief description of the Critical Systems Process and functions;
2. a listing of the Critical Business Application Systems;
3. the agreed target recovery times for each Critical Business Application Systems;
4. the hardware equipment comprising the IBM Configuration used for Disaster Recovery;
5. IBM's and Certegy's recovery responsibilities;
6. copies of the System recovery plans and procedures;
7. copies o the Applications Software - Certegy recovery plans and procedures;
8. escalation processes and critical staff list for both IBM and Certegy;
9. contact listings of Certegy and IBM key personnel on the recovery management team;
10. identification of recovery teams;
11. Disaster declaration process;
12. names of those Certegy individuals who are authorized to declare a Disaster;
13. backup processes and components;
14. the schedule for the periodic tape backup of Critical Business Application Systems;
15. the location and schedule for off-site storage of the tape backups;
16. notification procedures;
17. recovery information, procedures, schedules, etc.; and
18. procedures for maintaining the Disaster Recovery Plan.

#### 4.0 IBM'S DISASTER RECOVERY PLAN RESPONSIBILITIES

##### 4.1 As part of its Disaster Recovery responsibilities, IBM shall:

1. provide a representative who is knowledgeable in Disaster Recovery planning and the Disaster Recovery Plan (the "IBM Disaster Recovery Coordinator") to serve as a single point of contact for Certegy's Disaster Recovery related communications and activities. The IBM Disaster Recovery Coordinator will be responsible for the development, maintenance, documentation and testing of the System Disaster Recovery Plan;
2. in cooperation with Certegy, review, and update if necessary, the Disaster Recovery Plan on an annual basis or as warranted by business and/or technical changes to ensure compatibility with Certegy's and IBM's overall Disaster Recovery strategies and related plans;
3. provide and support the Standby Production Service infrastructure as requested by Certegy;
4. provide the System backup and recovery plans as required to meet the agreed recovery requirements and timetable;
5. in cooperation with Certegy test the Disaster Recovery Plan twice annually to ensure the Plan remains practicable and current;
6. provide up to seventy-two (72) hours per test per year at the Recovery Center for testing Certegy's Disaster Recovery Plan and provide Certegy with a detailed written status report within fourteen (14) business days following each Disaster Recovery test as well as recommendations and an action plan to correct any deficiencies;
7. provide System recovery to the last backup cycle available from tapes rotated to the off- site storage location or as superseded by the cross-site data management and duplication processes;
8. provide overall project management in the event of a Disaster or scheduled test;
9. verify that problem resolution during tests is performed in a timely manner;
10. ensure that adequate staff resources are available to support the Restoration of the System at all times;
11. schedule two (2) tests per year at dates and times acceptable to both Certegy and IBM, and
12. work with Certegy to review, and update if necessary, the Critical Business Application Systems lists on an ongoing basis and present the results to the IPT. The IPT will resolve any financial implications that may result from such review and update.

#### 5.0 CERTEGY'S DISASTER RECOVERY PLAN RESPONSIBILITIES

##### 5.1 Certegy's responsibilities:

1. Certegy will provide a representative who is knowledgeable in Disaster Recovery planning and the Disaster Recovery Plan (the "Certegy Disaster Recovery Coordinator") to serve as a single point of contact for Certegy's Disaster Recovery related communications and activities. The Certegy Disaster Recovery Coordinator will be responsible for the development, maintenance, documentation and testing of the Application Disaster Recovery Plan;
2. in cooperation with IBM, review, and update if necessary, the Disaster Recovery Plan on an annual basis or as warranted by business and/or technical changes to ensure compatibility with Certegy's and IBM's overall Disaster Recovery strategies and related plans;
3. ensure that the Standby Production Services Baselines and the configurations and capacities that comprise the Network Services are sufficient to meet the Disaster Recovery requirements of the Applications Software, in terms of the support of the recovery and in terms of the ability of the System to meet the agreed MSL as defined in Schedule S;
4. provide the Application backup and recovery plans as required to meet the agreed recovery requirements and timetable;
5. in cooperation with IBM, test the Disaster Recovery Plan twice annually to ensure the Plan remains practicable and current;
6. provide resources to support the testing of the Plan;
7. provide the IBM Disaster Recovery Coordinator with sufficient information to support the reporting of the Disaster Recovery test as well as recommendations and an action plan to correct any deficiencies;
8. provide application and database recovery to the last backup cycle available from tapes rotated to the off-site storage location or as superseded by the cross-site data management and duplication processes;
9. provide project management for Recovery of the Applications in the event of a Disaster or scheduled test;
10. request additional test time if required to develop and test the Plan;
11. ensure that adequate staff resources are available to support the Application Disaster Recovery at all times;
12. provide the interface for auditing entities that require review of the Disaster Recovery Plan and/or test results;
13. schedule two (2) tests per year at dates and times acceptable to both Certegy and IBM, and
14. work with IBM to review and update if necessary, the Critical Business Application Systems lists on a quarterly basis and present the results to the IPT. The IPT will resolve any financial implications that may result from such review and update.

6.0 DATA CENTER DISASTER DECLARATION AND RECOVERY

6.1 The key responsibilities in the event of a Disaster are:

6.1.1 Certegy shall be responsible for declaring a Disaster. The process to declare a Disaster and a list of the Certegy representatives authorized to declare such Disaster are specified in the Disaster Recovery Plan. The list of representatives will be reviewed and updated, if necessary, on a quarterly basis.

6.1.2 In the event of a Disaster declaration, IBM will grant Certegy immediate and priority access to the Standby Production Services and for restoring all other hardware and software components that comprise the Services as documented in the Plan.

6.1.3 If the primary Recovery Center specified in the Disaster Recovery Plan is not available when a Disaster is declared, Disaster Recovery Services will be provided at another IBM Recovery Center as is commercially reasonable without additional charge.

6.1.4 Certegy will undertake restoration of the Critical Business Application Systems as documented within the Plan.

6.1.5 The Parties will cooperate to achieve Restoration in accordance with Attachment 2 hereto.

6.1.6 If a Disaster is declared, from the time of the initial outage to 5 calendar days after restoration thereafter, IBM will be relieved from the Service Level requirements set forth in Schedule S of this Transaction Document, provided that from the time service is commenced at the Recovery Site to the end of the 5 day period, IBM will not fail to meet any Service Level set out in Schedule S by more than 10%.

6.1.7 In the event of a Disaster declaration, IBM will use commercially reasonable efforts to restore the number of RPP's and GB provided to Certegy under this Transaction Document to the number required to support the requirements of the production services as soon as practicable.

6.2 IBM's Data Center Disaster Recovery responsibilities

6.2.1 IBM responsibilities for Disaster Recovery will include without limitation:

1. perform its Disaster Recovery responsibilities as set forth in this Schedule G and the Disaster Recovery Plan;
2. retrieve and transport any required offsite stored media including data and software to the Recovery Center;
3. begin the recovery process for the System as specified in the Disaster Recovery Plan to support Certegy's Critical Business Application Systems;
4. assist Certegy in the recovery of the Applications;
5. operate the Critical Business Application Systems on the IBM and Certegy Configurations at the Recovery Center;

6. provide adequate office space at the Recovery Center for technical support teams and Certegy application support teams to conduct recovery operations;
7. provide and pay for:
8. the interface for auditing entities that require review of the Disaster Recovery Plan and/or test results; and
9. living expenses incurred by IBM personnel in the performance of the IBM Disaster Recovery responsibilities; and
10. provide restoration of the Network Tower as specified in Schedule D - Network including, but not limited to providing connectivity to the Disaster Recovery Data Center or if necessary the alternative site, switching the appropriate Network connections to allow data communication to and from the System by Certegy and its Authorized Users for purposes of transmitting and receiving data.

### 6.3 Certegy's Data Center Disaster Recovery Responsibilities

#### 6.3.1 In the event of a declared Disaster, Certegy will:

1. perform its Disaster Recovery responsibilities as set forth in this Schedule G and the Disaster Recovery Plan;
2. be responsible for the Applications Software - Certegy recovery, database restoration and roll-forward and ensuring that all restored Applications Software - Certegy are at a level that can support the Service;
3. ensuring that the Certegy Authorized Users and clients are informed of the situation and for all liaison with media and external agencies;
4. manage the restoration of the Applications Software - Certegy and reinstatement of the Certegy services to the Certegy clients;
5. comply with Recovery Center procedures, including those for safety and security; and
6. pay all travel and living expenses incurred by Certegy personnel in the performance of Certegy's Disaster Recovery responsibilities.

#### 7.0 DISASTER RECOVERY PLAN TEST FAILURE

7.1 If a failure occurs in the testing of the Disaster Recovery Plan and such failure results in the need for an additional test, all labor and offsite storage costs associated with the additional test will be borne by the Party responsible for the failure.

7.2 The evaluation of whether a test was a failure will be jointly determined in accordance with the jointly developed success criteria developed by the IPT.

#### 8.0 DATA CENTER AND/OR DATA NETWORK RECOVERY FAILURE

8.1 In the event that IBM exceeds its committed recovery time for the IBM Configuration, excluding untested and out-of-scope Services at the Recovery Center, by greater than five (5) days, then, at Certegy's sole discretion, the terms and conditions set forth in the Section 17.3 of the Master Agreement shall prevail.

9.0 NEW DISASTER RECOVERY REQUIREMENTS

9.1 Additional services, functions or capacity beyond that specified in this Schedule G as of the Commencement Date will be added at the request of Certegy subject to Section 9.6 of the Master Agreement.

9.2 Nothing stated in this Schedule G shall be construed to modify or alter the Parties' responsibilities with respect to the Services, the Systems Software, the Applications Software, or the Machines as specifically set forth elsewhere in the Agreement.

ATTACHMENT 1 TO

SCHEDULE G OF

TRANSACTION DOCUMENT #00-01

MAINFRAME TOWER

RESPONSIBILITIES MATRIX

R= Identify Requirements A = Assist X = Perform P = Primary S = Secondary

DISASTER RECOVERY RESPONSIBILITIES MATRIX		RESPONSIBILITY	
		IBM	CERTEGY
1.0	GENERAL		
	A. Develop requirements for Disaster Recovery	A	X
	B. Provide, test and implement Applications Software - Certegy and dependent data recovery plans	A	X
	C. Provide, test and implement System recovery plans	X	A
	D. Provide overall Disaster Recovery project management	P	S
	E. Provide Applications Software - Certegy recovery support and project management		X
	F. Recovery of Systems and processes not covered in contract	A	X
	G. Provide Applications Software - IBM recovery support and project management	X	
2.0	DISASTER RECOVERY PLANNING		
	A. Review the Critical Business Application Systems	S	P
	B. Update, if necessary, the Critical Business Application Systems list		X
	C. Develop Disaster declaration processes and procedures	A	X
	D. IPT will conduct annual Plan reviews and updates	X	X
	E. Provide required capacity plan for Standby Production Services		X
	F. Plan for System recovery	X	
	F. Plan for Applications Software - Certegy recovery		X
	H. Ensure required staff are available to support recovery processes	X	X
	I. Provide escalation processes for the System	X	
	I. Provide escalation processes for the Applications Software - Certegy		X
	J. Plan for Applications Software - IBM recovery	X	
3.0	DISASTER RECOVERY PLAN MANAGEMENT		
	A. Assign an IBM Disaster Recovery Coordinator to maintain the System Disaster Recovery Plan	X	
	B. Provide the capacity as agreed in the Standby Production Services	X	
	C. Define the resource requirements for recovery		X
	D. Assign an Certegy Disaster Recovery Coordinator to maintain die Applications Software - Certegy plan		X
4.0	DISASTER RECOVERY TEST		
	A. Develop semi-annual Disaster Recovery test plans	A	X
	B. Provide overall coordination effort for the annual recovery test(s)	X	
	C. Approve test success criteria	X	X
	D. Produce written status report of conducted test results within 14 business days	X	A

E. Review Disaster Recovery test results for Disaster Recovery Plan updates as appropriate	X	
F. Responsible for travel expenses incurred by IBM staff to support the test	X	
G. Responsible for travel expenses incurred by Certegy staff to support the test		X
5.0 DISASTER OPERATIONS		
A. Declaration of Disaster		X
B. Establish and conduct Recovery Coordination Center	X	A
C. Perform recovery of the Applications Software - Certegy and the required data		X
D. Perform recovery of the System	X	
E. Complete recovery as described in Attachment 2.	X	X
F. Management and financial responsibility for providing the IBM Configuration	X	
G. Payment of the IBM Monthly Charge for the Services		X
H. Responsible for travel expenses incurred by IBM staff to support the recovery	X	
I. Perform recovery of the Application Software - IBM	X	
J. Responsible for travel expenses incurred by Certegy staff to support the recovery		X

ATTACHMENT 2 TO

SCHEDULE G OF

TRANSACTION DOCUMENT #00-01

MAINFRAME TOWER

CRITICAL BUSINESS APPLICATION SYSTEMS TARGET RECOVERY TIME FRAMES

1. Critical Business Application Systems supported by the IBM Configuration listed in the Disaster Recovery Plan and the associated Disaster Recovery time frames are listed below and have been included as part of the Disaster Recovery Plan.
2. The times for recovery are agreed targets that both IBM and Certegy will seek to achieve full recovery of the Services and Applications Software within. The achievement of these targets is seen to be a joint responsibility in which IBM is responsible for the provision of the Services and Certegy for the restoration of the Applications Software - Certegy.
3. In the event that a new or additional Critical Business Application System is added to the list below Certegy will have the responsibility for defining the Disaster Recovery requirements for such additional or new Critical Business Application System.
4. The Parties shall perform a Disaster Recovery Test to the extent necessary for such additional or new Critical Business Application System prior to production implementation.

TABLE 1. CRITICAL APPLICATION RECOVERY

APPLICATION	RECOVERY TIMES
-----	-----
Base 2000	4 Hours

Base 2000 Cardholder System	4 Hours
Base 2000 Collections Services	4 hours
Base 2000 Authorizations Systems	4 hours
Triad	4 hours

Schedule G of  
Transaction Document #01-01

Network Tower

Disaster Recovery

THE DISASTER RECOVERY SERVICES FOR NETWORK TOWER ARE DESCRIBED WITHIN  
SCHEDULE G - MAINFRAME TOWER.

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Schedule G of  
Transaction Document #01 -01

Network Tower

Disaster Recovery

THE DISASTER RECOVERY SERVICES FOR NETWORK TOWER ARE DESCRIBED WITHIN  
SCHEDULE G - MAINFRAME TOWER.

Page 1 of 1

SCHEDULE H OF  
TRANSACTION DOCUMENT #01-01  
MAINFRAME TOWER  
TRANSITION PLAN

AS OF THE COMMENCEMENT DATE OF TRANSACTION DOCUMENT # 01-01 THIS TRANSITION PLAN  
SCHEDULE IS NOT APPLICABLE TO THE MAINFRAME TOWER

SCHEDULE H OF  
TRANSACTION DOCUMENT #01-01

NETWORK TOWER

TRANSITION PLAN

AS OF THE COMMENCEMENT DATE OF TRANSACTION DOCUMENT # 00-01 THIS TRANSITION PLAN  
SCHEDULE IS NOT APPLICABLE TO THE MAINFRAME TOWER

SCHEDULE I OF  
TRANSACTION DOCUMENT #01-01

NETWORK TOWER

IBM NETWORK LOCATIONS

This Schedule is a listing by address of the voice and data Network locations. This list of Network locations is maintained by IBM. This table is an inventory and will be updated and maintained through the term of this Transaction Document.

ADDITIONAL NETWORK LOCATIONS WILL BE IDENTIFIED ONCE KNOWN. MOST NETWORK COMPONENTS WILL BE LOCATED IN THE DATA CENTER IN CLAYTON AND THE BACKUP DATA CENTER IN TULLAMARINE.

TABLE 1 NETWORK LOCATIONS

S/Number -----	Location -----	Item ----
	IBM Data Center 1822 Dandenong Road CLAYTON Victoria 3168	
	IBM GSA Data Center 54 Garden Drive TULLAMARINE Victoria 3043	
	Certery Inc. Marland House Melbourne Victoria	
	NAB Data Center, Knox, Melbourne, Victoria	
	NAB Data Center, 200 Victoria Parade East Melbourne Vic 3002	

SCHEDULE J OF

TRANSACTION DOCUMENT #01-01

PRICING SUPPLEMENT AND CHARGING METHODOLOGIES

1.0 INTRODUCTION

This Schedule J defines the pricing and methodologies for calculating the charges for the Services pursuant to this Transaction Document unless expressly provided otherwise in the Master Agreement or this Transaction Document. The Resource Charge, the Annual Adjustment and the other charge provisions specifically set forth in the Master Agreement and in the Transaction Document, in the aggregate, compensate IBM in full for the Services.

All Resource Charges and Unit Rates detailed in the Supplement are in Australian dollars unless otherwise stated therein.

1.01 Tower Pricing

The charges and fees specifically set forth in the Agreement comprise all of the charges and fees payable by Certegy to IBM for and with respect to the Services. Each of the Mainframe and Network Towers are priced separately.

The Unit Rates include charges for the Systems Software and Machines and the upgrades to and refreshes of the Systems Software and Machines sufficient to support the Baseline volumes for the performance of the Services set forth in the Supplement and satisfaction of the Performance Standards and Minimum Service Levels set forth in Schedule S during the term of this Transaction Document.

The applicable Unit Rates, Original Baselines and Sensitivity Factors applicable to this Transaction Document are set forth in the Supplement.

1.02 Repricing of Services

Should there be an increase in the Minimum Service Levels specified in Schedule S, IBM reserves the right to review the Unit Rates and/or Resource Charge applicable to the affected portion of the Services to determine if IBM's overall cost to perform such Services is adversely impacted by the increase in the Minimum Service Levels. In such an event, the Parties shall reasonably cooperate in good faith to determine and implement an appropriate increase in the Unit Rates and/or Resource Charges applicable to such affected portion of the Services

2.0 DEFINITIONS

All capitalized terms used and not defined in this Schedule J shall have the same meanings given them elsewhere in the Agreement.

2.01 "BASELINE" means the Original Baseline of Resource Units for each category of resources to be provided under this Transaction Document, as adjusted from time to time during the term of this Transaction Document pursuant to Sections 5.03 and 6.03 hereof.

2.02 "CHANNELS" means the ESCON service for the DASD system to allow DASD mirroring, where one Channel is defined as a single ESCON link.

2.03 "CONTRACT ADMINISTRATION SERVICES" means the administration activity to be performed by IBM to ensure the delivery of the Services at agreed Performance Standards and Minimum Service Levels, and to ensure that billing reconciliation and reporting are provided.

2.04 "CPU" means central processing unit.

2.05 "DASD" means Direct Access Storage Device. The Resource Unit used to measure a given DASD capacity is the gigabyte or GB. The GB capacity of a DASD is defined to be the total logical capacity of the device based on a standard mix of data to be agreed with Certegy. This process will be required as DASD capable of data compression is implemented through the term of this Transaction Document

2.06 "LOGGED PROBLEM" means the entry of a problem record into the IBM problem management process at the request of an Certegy agent or client such that each problem receives a unique identifier.

2.07 "MIPS" means the speed at which a computer operates described in millions of instructions per second. The MIPS measure is defined as being the measure of installed capacity based on the MIPS for the installed processor complex as reported by IBM as the ITR for that system. The ITR measure will be normalised to a standard CPU to provide a standard measure throughout the term of this Transaction Document. The standard ITR measure is the 9672-R15 as rated to be 63 ITR.

2.08 "ORIGINAL BASELINE" means the initial agreed upon quantity of Resource Units for each of the RPPs, DASD, Help Desk and Standby Production resources provided by IBM under this Transaction Document as more specifically set forth in the Supplement.

2.09 "RELATIVE PROCESSING POWER" (RPP) is defined as being a fixed rate to the MIPS capacity of the processor complex. 1 RPP is defined to be 1.18 MIPS.

2.10 "RESOURCE CHARGE" means the charge to Certegy for the number of Resource Units used by IBM to provide the Services during a specified period multiplied by the applicable Unit Rate.

2.11 "RESOURCE UNIT" means the individual unit of measure of each resource that comprises the Services as set forth in the Supplement to this Schedule J.

2.12 "UNIT RATE" is the dollar rate for each Resource Unit provided hereunder as set forth in the Supplement and as adjusted from time to time pursuant to this Transaction Document.

### 3.0 PRICING

The Monthly Charge to Certegy by IBM for any calendar month during the term of this Transaction Document will be defined as the sum of the Resource Charges payable by Certegy in any such calendar month for each of the services described in this Schedule J - Mainframe Tower, the Standby Production Services, the Network Inter Data Center services, the Network Support Access Services, the Contract Administration Services, the Third Party Agreement charges and the Transition Services.

Subject to the provisions of Section 9.5(c) of the Master Agreement, the Monthly Charge is inclusive of government taxes and charges, with the exception of the Goods and Services Tax (GST) referenced in Section 5.4 of this Transaction Document.

There are no additional charges or other fees, however described, in addition to the Monthly Charge for the Services for the Systems Software and Machines and the upgrades to and refreshes of the Systems Software and Machines to perform the Services under this Transaction Document.

### 4.0 BILLING PROCESS

4.01 The Monthly Charge to Certegy for the Services will be billed by IBM in arrears on a monthly basis by the tenth (10th) day of the following month. Each invoice shall list with respect to the period covered by such invoice the Resource Units, if any, used, consumed or otherwise applied to any element of the Services in accordance with this Schedule J; the fixed Resource Charges, if any, applicable to the Services and payable by Certegy to IBM and any Service Credits required to be applied to the Monthly Charge pursuant to this Transaction Document, this Schedule J and Schedule S. Certegy shall pay all undisputed amounts in each invoice and IBM shall net all undisputed Service Credits or other credits for the period covered by the invoice against the amounts charged to Certegy set forth in each such invoice.

4.02 IBM will provide monthly reports of resource allocations as reasonably requested by Certegy, subject to the limits and processes defined within this Schedule J. The reports will show the Baseline volumes, Unit Rates and applicable Resource Charge.

4.03 IBM will provide a report on System resource usage and percentage utilisation for RPP and DASD on a monthly basis.

### 5.0 SCHEDULE E - MAINFRAME TOWER SERVICES AND HELP DESK SERVICES

#### 5.01 Introduction to Schedule E - Mainframe Services Pricing

The Resource Charge payable by Certegy to IBM for the provision and performance of all portions of the Services described in Schedule E - Mainframe Tower, for any calendar month during the term of this Transaction Document, will be based on the number of Resource Units of RPPs and DASD that comprise the Baseline for such resources, as such Baselines may be adjusted over the term of this Transaction Document in accordance with this Schedule J. The initial Resource Charge by IBM to Certegy for the provision of the RPPs and DASD resources

that comprise the Original Baselines for RPP and DASD resources shall be as set forth in the Supplement to Schedule J.

#### 5.02 Scope of Schedule E - Mainframe Services Pricing

5.02.1 The Schedule E - Mainframe Tower Services covered by the Resource Charge described in Section 5.01 above includes the performance and provision by IBM of all portions and elements of the Services described in Schedule E - Mainframe Tower.

5.02.2 In the event of a Disaster declaration and the invocation of the Standby Production Services, Certegy shall not be required to pay a Resource Charge for the provision and performance of the Services described in Schedule E - Mainframe Tower until the Services are fully reinstated as described in Section 6.02.2 of this Schedule J.

#### 5.03 Increases and Decreases to Mainframe Tower RPPs and DASD Baselines

5.03.1 Upon two (2) months prior written notice by Certegy to IBM, Certegy may, at any time during the term of this Transaction Document, require and obtain additional RPP or DASD resources to be dedicated to the provision of the portion of the Services described in Schedule E - Mainframe Tower and IBM shall provide such additional resources on the date specified by Certegy in its notice subject to the provisions of this Section 5.0 or on such date as otherwise agreed in writing by the Parties. The Resource Charge for each month, or portion thereof, during which IBM provides the additional RPPs and DASD resources will be increased by the product of the RPP and DASD Unit Rate(s) multiplied by the additional RPP and DASD Resource Units in the new Baseline. Notwithstanding the foregoing, any requested increase by Certegy in the Baseline for RPPs must be in multiples of 25 RPPs and an increase in the Baseline for DASD must be in multiples of 50 Gigabytes.

5.03.2 Upon two (2) months prior written notice by Certegy to IBM, Certegy may, at any time during the term of this Transaction Document, require and obtain a reduction in the volume of RPP and DASD resources to be dedicated to the provision of the portion of the Services described in Schedule E - Mainframe Tower and IBM shall reduce such resources on the date specified by Certegy in its notice subject to the provisions of this Section 5.0 or on such date as otherwise agreed in writing by the Parties. The Resource Charge for each month, or portion thereof, during which IBM provides the reduced RPP and DASD resources will equal the product of the RPP and DASD Unit Rate(s) multiplied by the number of RPP and DASD Resource Units in the reduced Baseline for RPP and DASD resources. Notwithstanding the foregoing, any requested decrease by Certegy in the Baseline for RPPs must be in multiples of 25 RPPs and a decrease in the Baseline for DASD must be in multiples of 50 Gigabytes.

5.03.3 For purposes of calculating the Resource Charge payable by Certegy to IBM for RPPs and DASD in a given month during the term of this Transaction Document, IBM shall bill Certegy for the number of RPP and DASD Resource Units that comprises the Baseline for such resources as of the end of each such calendar month during the term of this Transaction Document.

5.03.4 The Unit Rates set forth in the Supplement shall apply to RPP and DASD Baselines greater than 60% of the Original Baseline. All Baselines below this level shall be treated in accordance with Section 5.03.5 and 5.03.6 of this Schedule J.

5.03.5 Should the number of Resource Units of RPPs and DASD that comprise the Baseline for such resources be reduced pursuant to this Section 5.0 to a level that is between 45% and 60% of the Original Baselines for RPPs and DASD resources, then the Resource Charge payable by Certegy to IBM for the RPP and DASD resources will be subject to an uplift of 5%

5.03.6 Should the number of Resource Units of either RPPs or DASD that comprises a given Baseline for such resources be reduced pursuant to this Section 5.0 to a level that is less than 45% of the Original Baselines, then the Resource Charge payable by Certegy to IBM for the affected resource will be equal to the Resource Charge that would apply to a Baseline that is 45% of the Original Baseline until IBM and Certegy define and agree on a revised set of Unit Rates and Resource Charges for the affected category of resources. In the event that the Parties cannot agree on a revised set of Unit Rates or Resource Charges, then the Parties will seek to resolve the matter in accordance with the process set out in Section 16 of the Master Agreement.

#### 5.04 Introduction to Help Desk Resource

5.04.1 The Help Desk Resource Charge payable by Certegy to IBM for the provision and performance of the Help Desk Services, as more fully described in Schedule M, for any calendar month during the term of this Transaction Document will be based on the number of Resource Units (i.e. Logged Problems) used, consumed or otherwise applied in a given calendar month during the term of this Transaction Document. Certegy may request additional Resource Units of the Help Desk resources, at any time during the term of this Transaction Document, without providing notice to IBM and IBM shall immediately provide such additional resources to Certegy.

#### 5.05 Scope of Help Desk

5.05.1 The Help Desk Services covered by the Help Desk Resource Charge described in Section 5.04 above includes the provision by IBM of all Help Desk related tasks and activities described in Schedule M - Mainframe Tower.

### 6.0 STANDBY PRODUCTION SERVICE

#### 6.01 Introduction

The Resource Charge payable by Certegy to IBM for the provision and performance of the Standby Production Services, as more fully described in Schedule G - Mainframe Tower, for any calendar month during the term of this Transaction Document, will be based on the number of Resource Units of RPPs DASD and Channels that comprise the Baselines for Standby Production Services, as such Baselines may be adjusted over the term of this Transaction Document in accordance with this Schedule J. The initial Resource Charge by IBM to Certegy

for the provision of the RPPs, DASD and Channel resources that comprise the Original Baseline for Standby Production Services shall be as set forth in the Supplement to Schedule J.

#### 6.02 Scope of Standby Production Services

6.02.1 The Standby Production Services covered by the Resource Charge described in Section 6.01 above includes the provision by IBM of all Disaster Recovery Services described in Schedule G - Mainframe Tower.

6.02.2 In the event of a Disaster declaration and the invocation of the Standby Production Services, the Resource Charges applicable to Standby Production Services will be based on the then applicable Unit Rates for RPPs, DASD and Channels multiplied by the number of Resource Units that comprise the capacity that is installed for the Standby Production Services. There will be no charge by IBM to Certegy for the Standby Production Services until the Services are fully reinstated. In the event of invocation of a Disaster, the Unit Rates shall not be subject to the variances set forth in Sections 5.03.4, 5.03.5 and 5.03.6 of this Schedule J.

#### 6.03 Increases and Decreases in RPP, DASD and Channels Baseline Applicable to Standby Production Services

6.03.1 Upon two (2) months prior written notice by Certegy to IBM, Certegy may, at any time during the term of this Transaction Document, require and obtain additional RPP or DASD for use as Standby Production Services and IBM shall provide such additional resources on the date specified by Certegy in its notice, subject to the provisions of this Section 6.0 or on such date as otherwise agreed in writing by the Parties. The Resource Charge for each month, or portion thereof, during which IBM provides the additional resources for use as Standby Production Services will be increased by the product of the Unit Rates multiplied by the additional Resource Units in the new Baselines for Standby Production Services. Notwithstanding the foregoing, any requested increase by Certegy in the Baselines for Standby Production Services must be in multiples of 25 RPPs for RPPs, 50 Gigabytes for DASD and whole numbers for Channels. Upon three (3) months prior written notice by Certegy to IBM, Certegy may, at any time during the term of this Transaction Document, require and obtain additional Channel Resources for use as Standby Production Services and IBM shall provide such additional Channel resources on the date specified by Certegy in its notice, subject to the provisions of this Section 6.0 or on such date as otherwise agreed in writing by the Parties

6.03.2 Upon two (2) months prior written notice by Certegy to IBM, Certegy may, at any time during the term of this Transaction Document, require and obtain a reduction in the volume of RPP and DASD resources reserved for use as Standby Production Services and IBM shall reduce such resources on the date specified by Certegy in its notice subject to the provisions of this Section 6.0 or on such date as otherwise agreed in writing by the Parties. The Resource Charge for each month, or portion thereof, during which IBM provides the reduced RPP, DASD or Channel resources will be the product of the RPP, DASD or Channel Unit Rate(s) multiplied by the number of RPP, DASD and Channel Resource Units in the reduced Baseline for RPP and DASD resources. Notwithstanding the foregoing, any requested decrease by Certegy in the Baseline for RPPs must be in multiples of 25 RPPs and a decrease in the Baseline for DASD must be in multiples of 50 Gigabytes. Upon three (3) months prior written

notice by Certegy to IBM, Certegy may, at any time during the term of this Transaction Document, decrease the Channels reserved for use as Standby Production Services; provided however in no event may Certegy reduce the number of Channels below a minimum quantity of two Channels.

6.03.3 For purposes of calculating the Resource Charge payable by Certegy to IBM for RPP, DASD and Channels in a given month during the term of this Transaction Document, IBM shall bill Certegy for the number of RPP, DASD and Channel resources that comprise the Baseline for such resources as of the end of each such calendar month during the term of this Transaction Document.

6.03.4 The Unit Rates set forth in the Supplement shall apply to RPP and DASD Baselines greater than 60% of the Original Baseline. Baselines below this level shall be treated in accordance with Section 5.03.5 and 5.03.6 of this Schedule J.

6.03.5 Should the number of Resource Units of RPPs and DASD that comprise the Baseline for such resources be reduced pursuant to this Section 6.0 to a level that is between 45% and 60% of the Original Baselines for Standby Production Services, then the Resource Charge payable by Certegy to IBM for the Standby Production Services will be subject to an uplift of 5%.

6.03.6 Should the number of Resource Units of either RPPs or DASD that comprises a given Baseline for Standby Production Services be reduced pursuant to this Section 6.0 to a level that is less than 45% of the Original Baselines for Standby Production Services, then the Resource Charge payable by Certegy to IBM for the affected resources will be equal to the Resource Charge that would apply to a Baseline that is 45% of the Original Baseline until IBM and Certegy define and agree on a revised set of Unit Rates and Resource Charges for the affected category of resources. In the event that the Parties cannot agree on a revised set of Unit Rates and Resource Charges, then the Parties will seek to resolve the matter in accordance with the process set out in Section 16 of the Master Agreement.

## 7.0 CONTRACT ADMINISTRATION SERVICES

### 7.01 Introduction

7.01.1 The Resource Charge payable by Certegy to IBM for the provision and performance of the Contract Administration Services for any calendar month during the term of this Transaction Document will be the fixed amount set forth in the Supplement unless otherwise agreed by the Parties in a written amendment to the Supplement, subject to the adjustments described in this Transaction Document.

### 7.02 Scope of Contract Administration Services

7.02.1 The Contract Administration Services covered by the fixed Resource Charge described in Section 7.01 above includes the staffing by IBM of a team responsible for management of the relationship created by this Transaction Document and delivery of the Services required hereunder.

7.02.2 In the event that there may be a requirement for additional project or ongoing support, IBM will provide a cost for the service through the standard work order process documented in Schedule N.

## 8.0 NETWORK INTER DATA CENTER SERVICES AND NETWORK SUPPORT ACCESS SERVICES

### 8.01 Introduction

The Resource Charge payable by Certegy to IBM for the provision and performance of both the Network Inter Data Center Services and the Network Support Access Services, as more fully described in Schedule D - Network Tower, for any calendar month during the term of the Transaction Document will be the fixed amounts set forth in the Supplement unless otherwise agreed by the Parties in a written amendment to the Supplement subject to the adjustments described in this Transaction Document.

### 8.02 Scope of Network Inter Data Center Services and Network Support Access Services

8.02.1 The Network Inter Data Center Services and the Network Support Access Services covered by the fixed Resource Charges described in Section 8.01 above include the provision by IBM of all elements and portions of the Network Inter Data Center Services and the Network Support Access Services required by Schedule D - Network Tower and Schedule I excluding the physical infrastructure and bandwidth required to perform the Network Inter Data Center Services and the Network Support Access Services. The fees for the physical infrastructure and bandwidth component of the Network Inter Data Center Services and the Network Support Access Services are pass through items that represent the actual cost to IBM for these services, and will be subject to review on an annual basis. These charges will be billed to Certegy at cost and will be separately identified on all invoices prepared by IBM pursuant to this Transaction Document.

8.02.2 The routers, controllers, physical infrastructure, capacities and bandwidth of the Network Inter Data Center Services and Network Support Access Services to be provided are defined within Schedule D, and the locations and bandwidth allocations are defined in Schedule I and Schedule D - Network Tower.

### 8.03 Variations

8.03.1 In the event that the Parties revise the scope of the Network Inter Data Center Services or Network Support Access Services in terms of configuration, capacity or architecture, Certegy will define the requirements and submit this to IBM in writing in accordance with the processes outlined in the Master Agreement.

8.03.2 IBM will respond to any request for a review of Network Inter Data Center Services and Network Support Access Services within thirty (30) days.

8.03.3 Upon acceptance of the IBM response, both Parties will agree to review the fixed Resource Charges associated with the Network Inter Data Center Services and Network

Support Access Services and amend Schedule I and the Supplement accordingly. The Resource Charges for the Network Data Center Services and Network Support Access Services include all charges applicable to IBM's provision of the Network Services during the first year of the term of this Transaction Document.

## 9.0 TRANSITION SERVICE

### 9.01 Introduction

9.01.1 The Resource Charge payable by Certegy to IBM for the provision and performance of the Transition Services, as more fully described in Schedule N - Mainframe Tower, will be billed as fixed fees for two separate stages set forth in the Supplement.

### 9.02 Scope

9.02.1 The Transition Services covered by the fixed Resource Charge described in Section 9.01 above includes the provision by IBM of all elements and resources required to perform the Transition Services as described in Attachment N1 to Schedule N - Network Tower and Attachment N1 to Schedule N - Mainframe Tower.

### 9.03 Variations

9.03.1 In the event that there may be a requirement for a revision to the Transition Services in terms of timing, deliverables or scope of services, Certegy will define the requirements and submit this to IBM in writing as a request for New Services as defined in the Master Agreement.

9.03.2 IBM will respond to any request for a review of Transition Services within thirty (30) days of the receipt of such request.

9.03.3 Upon acceptance of the IBM response, both Parties will agree to review the Resource Charge associated with the Transition Services and amend the Attachment N1 to Schedule N - Network Tower, Attachment N1 to Schedule N - Mainframe Tower and the Supplement in writing accordingly.

## 10.0 THIRD PARTY AGREEMENTS

### 10.01 Introduction

10.01.1 At Certegy's request, IBM shall (i) enter into selected Third-Party Agreements on behalf of Certegy, (ii) provide access to products covered under existing IBM agreements with third parties or (ii) provide access to specific IBM products not included within the Services covered by the RPP Unit Rates, it being agreed that products numbered 1-38 inclusive in Schedule B-Mainframe Tower are included in the RPP Unit Rates. These Third Party Agreements shall be set forth in Schedule F- Mainframe Tower and Schedule B - Mainframe Tower. The charge to Certegy for the provision of each such Third Party Agreement or IBM agreement shall be set forth in the Supplement to this Transaction Document, as amended from time to time, and may vary from software product to software product.

## 10.02 Scope

10.02.1 Where, however, Certegy or another party is the licensee for the selected products Certegy will be responsible for the payment of these fees directly. In these cases, the costs associated with these products will not be presented within this Schedule, will not be billed by IBM in any invoice prepared pursuant to this Schedule J and IBM will not have any financial responsibility for these products.

## 10.03 Variations

10.03.1 Should there be a change to Third Party Agreements requested by Certegy, both Parties will agree to review the charges associated with the Third-Party Agreements presented in this Schedule and amend the Supplement, Schedule B - Mainframe Tower and Schedule F - Mainframe Tower in writing accordingly.

10.03.2 The six-year fee for the listed Third Party Agreements for a sample RPP Baseline are presented in the Supplement NOTE: ARE THESE FEES STILL ACCURATE IN LIGHT OF THE NEW COMMENCEMENT DATE?]. The fees and baseline presented in the Supplement are provided as a sample plan and price and are subject to Sections 10.03, 10.04 and 10.06 of this Schedule J.

10.03.3 The RPP Baseline upon which the Third Party Agreement fees are calculated is intended to be equal to the RPP volumes presented in the Original Baseline for RPPs and will be adjusted in accordance with the process described in Section 10.06 and 10.04 of this Schedule J.

10.03.4 The fees and charges associated with Third Party Agreements may be subject to changes in the event of an increase or decrease in the RPP Baselines. Accordingly, the fees for the Third Party Agreements will be reviewed as the RPP Baseline is varied to reflect any changes to the Original Baseline for RPP.

10.03.5 IBM will provide to Certegy an indication of the financial impact to Certegy of deleting or removing Software from Schedule F - Mainframe Tower. In the event of a termination or other expiration of this Transaction Document, Certegy's sole liability to IBM shall be the payment to IBM of the applicable Termination Charges and Wind-Down Expenses and Certegy shall not be responsible for any costs associated with the deletion or removal of Third Party Agreements.

10.03.6 Both IBM and Certegy will review and agree to changes to the Third-Party Agreements list and responsibility for the costs associated with such Third Party Agreements or each anniversary of the Commencement Date subject to Section 10.04 of this Schedule J.

10.03.7 In the event a Third-Party Agreement terminates during the term of this Transaction Document, IBM and Certegy will jointly review the costs associated with renewal of the applicable Third Party Agreement and agree to adjust the fees to be payable for the new agreement should the costs levied by the applicable vendor have changed from those of the Original agreement.

11.0 TERMINATION CHARGES

11.01 Introduction

11.01.1 The Termination Charges for Convenience and Change of Control are set forth in the Supplement and are, in addition to Wind-Down Expenses, if any, payable pursuant to Section 12 of the Master Agreement.

SUPPLEMENT TO  
TRANSACTION DOCUMENT #00-01  
PRICING AND BASELINE MATRICES

1 MAINFRAME SERVICES BILLING DATA

The data presented in this Section 1 relates to the portion of the Services described in Section 5 of Schedule J of this Transaction Document.

1.1 MAINFRAME SERVICES MONTHLY RESOURCE CHARGES

RATES (\$)	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Per RPP	1,483										
Per GB	328										

1.2 MAINFRAME SERVICES PRODUCTIVITY FACTORS

RESOURCE CHARGE	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
RPP	32%	6%	6%	6%	6%	6%	6%	6%	6%	6%
GB	32%	6%	6%	6%	6%	6%	6%	6%	6%	6%

1.3 SENSITIVITY FACTORS FOR MAINFRAME SERVICES

INFLATION SENSITIVITY FACTORS	%
RPP	50%
GB	50%

1.4 MAINFRAME SERVICES RESOURCE ORIGINAL BASELINE

2000	JULY	AUG	SEP	OCT	NOV	DEC
RPP	25	25	25	75	75	125
GB	50	100	100	100	100	250

2001	JAN	FEB	MAR	APR	MAY	JUNE-DEC
RPP	125	125	175	300	325	325
GB	250	250	550	650	500	500

YEAR	2002	2003	2004	2005	2006	2007	2008	2009	2010
RPP	325	325	350	350	350	375	375	375	375
GB	500	500	550	550	550	600	600	600	600

2 STANDBY PRODUCTION SERVICES BILLING DATA

The data presented in Section 2 relates to the portion of the Services described in Section 6 of Schedule J of this Transaction Document.

2.1 STANDBY PRODUCTION SERVICES MONTHLY RESOURCE CHARGES

RATES (\$)	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
PER RPP	307									
PER GB	93									
PER CHANNEL*	20,416**	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750

\* The Per Channel price is based on a minimum commitment of 2 channels during the term of this Transaction Document

\*\* includes setup and all One Time Charges, and is assumed to start in March

2.2 PRODUCTIVITY FACTORS FOR STANDBY PRODUCTION SERVICES

RESOURCE CHARGE	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
RPP	NA	21%	4%	4%	4%	4%	4%	4%	4%	4%
GB	NA	21%	4%	4%	4%	4%	4%	4%	4%	4%
CHANNEL	NA	0%	0%	0%	0%	0%	0%	0%	0%	0%

2.3 SENSITIVITY FACTORS FOR THE STANDBY PRODUCTION SERVICES

INFLATION SENSITIVITY FACTORS	%
RPP	30%
GB	30%
CHANNEL	0%

2.4 STANDBY PRODUCTION SERVICE ORIGINAL BASELINES

MONTHS	MARCH 2001	APRIL 2001	MAY 2001	JUNE 2001	JULY 2001	AUG 2001	SEPT 2001+
RPP	200	200	200	200	200	200	200
GB	300	300	300	300	300	300	300
CHANNELS	2	2	2	2	2	2	2

3 HELPDESK SERVICE BILLING DATA

The data presented in Section 3 relates to the portion of the Services described in Section 5 of Schedule J of this Transaction Document.

3.1 HELP DESK RESOURCE CHARGES

RATES (\$)	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
PER LOGGED PROBLEM	40										

3.2 HELP DESK RESOURCE CHARGE PRODUCTIVITY FACTOR

RESOURCE CHARGE	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
LOGGED PROBLEM	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

3.3 SENSITIVITY FACTOR FOR HELP DESK SERVICE RESOURCE CHARGE

INFLATION SENSITIVITY	%
LOGGED PROBLEMS	100%

3.4 HELP DESK ORIGINAL BASELINE

MONTH	MARCH 2000	APRIL 2000	MAY 2000	JUNE 2000	JULY 2000
LOGGED PROBLEMS	0	0	0	0	12

MONTH	AUG 2000	SEP 2000	OCT 2000	NOV 2000	DEC 2000
LOGGED PROBLEMS	12	12	37	37	37

MONTH	JAN 2001	FEB 2001	MARCH 2001	APRIL 2001	MAY 2001	JUNE 2001+
LOGGED PROBLEMS	62	62	87	150	162	162



5 NETWORK INTER DATA CENTER SERVICES BILLING DATA

The data presented in Section 5 relates to the portion of the Services described in Section 8 of Schedule J of this Transaction Document.

5.1 MONTHLY RESOURCE CHARGE FOR THE INTER DATA CENTER SERVICES

NETWORK (\$)	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
CARRIER + INFRASTRUCTURE	38,722	27,098	27,098	27,098	27,098	27,098	27,098	27,098	27,098	27,098	27,098
SUPPORT FEE	69,339	37,063	37,063	37,063	37,063	37,063	37,063	37,063	37,063	37,063	37,063

5.2 PRODUCTIVITY FACTORS FOR THE NETWORK INTER DATA CENTER SERVICES

RESOURCE CHARGE	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
CARRIER + INFRASTRUCTURE	NA	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
SUPPORT FEE	NA	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

5.3 SENSITIVITY FACTOR FOR THE NETWORK INTER DATA CENTER SERVICES

INFLATION SENSITIVITY	%
NETWORK SUPPORT	100%
CARRIER + INFRASTRUCTURE	0%

6 NETWORK SUPPORT ACCESS SERVICES BILLING DATA

The data presented in Section 6 relates to the portion of the Services described in Section 8 of Schedule J of this Transaction Document.

6.1 MONTHLY RESOURCE CHARGES FOR NETWORK SUPPORT ACCESS SERVICES

MONTHLY CHARGES (\$)	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
NETWORK CHARGE, CARRIER AND SUPPORT FEE	10,272	12,672	12,672	12,672	12,672	12,672	12,672	12,672	12,672	12,672	12,672

6.2 PRODUCTIVITY FACTORS FOR NETWORK SUPPORT ACCESS SERVICES

FACTORS %	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
NETWORK CHARGE, CARRIER AND SUPPORT FEE	NA	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

6.3 SENSITIVITY FACTOR FOR THE NETWORK SUPPORT ACCESS SERVICES

INFLATION SENSITIVITY	%
NETWORK SUPPORT ACCESS SERVICES	30%

7 TRANSITION SERVICES BILLING DATA

The data presented in Section 7 relates to the portion of the Services described in Section 9 of Schedule J of this Transaction Document.

7.1 SENSITIVITY FACTOR FOR TRANSITION SERVICES FEES

INFLATION SENSITIVITY %  
-----  
MAINFRAME TRANSITION 0%

7.2 PRODUCTIVITY FACTOR FOR TRANSITION SERVICES RESOURCE CHARGES

INFLATION SENSITIVITY %  
-----  
MAINFRAME TRANSITION 0%

7.3 TRANSITION SERVICES FEES

CHARGES	STAGE 1	STAGE 2
	SEPTEMBER	MARCH
-----	2000	2001
-----	-----	-----
MAINFRAME TOWER	\$815,000	\$305,000

8 THIRD-PARTY AGREEMENTS

The data presented in Section 8 relates to the portion of the Services described in Section 10 of Schedule J of this Transaction Document.

8.1 FEES FOR THIRD-PARTY AGREEMENTS

PRODUCT	VENDOR	SIX YEAR FEE (\$) *
StopX37	BMC	181,000
Omegamon II - MVS	Candle	182,000
Omegamon II - CICS	Candle	143,000
Endeavor	Computer Associates	395,000
Optimizer	Computer Associates	590,000
Optimizer Runtime Library	Computer Associates	172,000
CA 1	Computer Associates	290,000
Abend - Aid / MVS	Compuware	390,000
CLCS Abend Aid / FX	Compuware	299,000
File Aid / MVS	Compuware	438,000
Xpediter / CLCS with Assembler	Compuware	286,000
Xpediter / TSO with Assembler	Compuware	272,000
Strobe Base (MVS for Sysplex)	Compuware	331,000
Syncsort	EXECPC	27,000
VPS	EXECPC	230,000
Jobscan	Executive Computing	152,000
PDSMAN	SDA	93,000
FDR	Innovative Data Processing	62,000
ABR	Innovative Data Processing	89,000
IAM	Innovative Data Processing	162,000
Connect Direct / MVS	Sterling Commerce	590,000
MQ Series	IBM	564,000

\* fee is a total fee based on the baseline presented in 8.4. The fees and baseline are subject to Section 10.04 of the Schedule J on an ongoing basis.

8.2 SENSITIVITY FACTOR FOR THIRD PARTY AGREEMENT

FEE	SENSITIVITY
Third Party Agreement Fee	0%

8.3 PRODUCTIVITY FACTOR FOR THIRD PARTY AGREEMENTS

FEE	PRODUCTIVITY
Third Party Agreement Fee	0%

8.4 THIRD PARTY AGREEMENT RPP BASELINE

RPP CAPACITY**	JULY 2000	AUG 2000	SEP 2000	OCT 2000	NOV 2000	DEC 2000	JAN 2001+
RPP	85	85	85	85	85	85	275

\*\* The data presented in this table is subject to Section 10.03 of the Schedule J.

9 TERMINATION FEES

The data presented in Section 9 relates to the portion of the Services described in Section 11 of Schedule J of this Transaction Document.

9.1 TERMINATION FOR CONVENIENCE CHARGE (\$K)

SERVICE	2000	2001	2002	2003	2004	2005	2006+
Network Inter Data Center Services	129	110	90	70	50	30	0
Network Support Access Services	40	33	26	19	13	7	0
Whole of Network Services	169	143	116	89	63	37	0
Whole of Service	1973	1809	1446	1071	710	348	0

9.2 TERMINATION FOR CHANGE OF CONTROL CHARGE(\$K)

SERVICE	2000	2001	2002	2003	2004	2005	2006+
Network Inter Data Center Services	103	88	72	56	40	24	0
Network Support Access Services	32	26	21	15	10	6	0
Whole of Network Services	135	114	93	61	50	30	0
Whole of Service	1578	1447	1156	856	568	283	0

9.3 SENSITIVITY FACTORS FOR TERMINATION FEES

SERVICE	FACTOR
Network Inter Data Center Services	0%
Network Support Access Services	0%
Whole of Network Services	0%

9.4 PRODUCTIVITY FACTORS FOR TERMINATION FEES

SERVICE	FACTOR
Network Inter Data Center Services	0%
Network Support Access Services	0%
Whole of Network Services	0%

Schedule K of

Transaction Document #01-01

Mainframe Tower

Applications Installation Standards (Operating Environment IT Standards)

1.0 INTRODUCTION

This Schedule K defines the mutually agreed to operating environment standards as of the Commencement Date (hardware and Software) which IBM will support during the term of this Transaction Document.

IBM and Certegy agree to review and define the Application Installation standards for this tower through the term of the agreement.

IBM will ensure that the Procedures Manual is updated to record the agreed Application Standards for this tower through the Term of the Agreement.

Should there be agreement to a change in standards that would represent a significant impact to the costs that would be incurred by IBM, an adjustment of service fees may be required.

Both parties undertake to follow the agreed standards as possible through commercially reasonable steps.

These standards represent an agreed target for the Services and Applications and are not to be seen to be subject to Minimum Service Level.

Schedule K of

Transaction Document #01-01

Network Tower

Applications Installation Standards (Operating Environment IT Standards)

1.0 INTRODUCTION

1.1.1 This Schedule K defines the mutually agreed to operating environment standards as of the Commencement Date (hardware and Software) which IBM will support during the term of this Transaction Document.

1.1.2 IBM and Certegy agree to review and define the application installation standards for this tower through the term of this Transaction Document.

1.1.3 IBM will ensure that the Procedures Manual is updated to record the agreed Application Standards for this tower through the Term of the Agreement.

1.1.4 Should there be agreement to a change in standards that would represent a significant impact to the costs that would be incurred by IBM, an adjustment of service fees may be required.

1.1.5 Both parties undertake to follow the agreed standards as possible through commercially reasonable steps.

1.1.6 These standards represent an agreed target for the Services and applications.

Schedule L of  
Transaction Document #01-01  
Mainframe Tower

Security Procedures and Responsibilities - Data and Physical

SECURITY MANAGEMENT

Certegy and IBM will each provide a focal point with responsibility for security management.

This Schedule L defines the mutually agreed processes for the Security Procedures and Responsibilities which IBM and Certegy will comply with during the term of this Transaction Document.

During the Transition Period, with Certegy's assistance, IBM will develop a detailed document that will define the mutually agreed security controls that IBM will implement for this Transaction Document (the information security controls document) within the Procedure Manual.

IBM and Certegy will jointly agree on the Security and access control procedures for the security and /third party interface hardware supplied by Certegy and operated at IBM or Certegy facilities where IBM has responsibility for such hardware. The specific detail procedures will be developed and included in the Procedures Manual and subject to audit.

IBM and Certegy agree to review and define Security Procedures and Responsibilities for this tower and the Network Tower through the term of this Transaction Document.

IBM will ensure that the Procedures Manual is updated to record the agreed Security Procedures for this tower and the Network Tower through the term of this Transaction Document.

Should there be agreement to a change in security procedures and responsibilities that would represent a significant impact to the costs that would be incurred by IBM, an adjustment of service fees may be required.

Both parties undertake to follow the agreed Security Procedures and Responsibilities as possible through commercially reasonable steps.

Certegy will communicate the security procedures to Authorised Users (e.g., login procedures, password requirements, data and equipment security procedures).

Certegy will notify IBM of changes to Certegy plans to make to its security policies and standards before implementation.

#### IBM RESPONSIBILITIES FOR PHYSICAL SECURITY

IBM will be responsible for the following:

- during the Transition Period with Certegy's assistance, will perform a baseline inventory of removable storage media (e.g., tapes, disks) for which IBM has security responsibility;
- be responsible for the authorization of access control for all badge reading devices in IBM data center sites;
- conduct periodic reviews of the data processing areas for which IBM has security responsibility including reviews of access logs for unusual occurrences and perform follow-up activities in accordance with the procedures specified in the information security controls document within the Procedures Manual;
- implement controls which protect printed output from unauthorized access while under IBM's control;
- provide secure storage for removable storage media under IBM's control;
- provide physical security controls at the IBM Data Center sites which include but is not limited to: providing badge distribution, alarm monitoring and response conduct drills (fire, tornado, etc); providing emergency response;
- restrict access to data processing areas, whether at IBM or Certegy facilities, for which IBM has security responsibility, to authorized personnel only;
- protect all network services infrastructure components on IBM's premises from unauthorized access. This includes routers, firewalls, CSU/DSU's, diagnostic equipment, FEP's, etc;
- perform an annual audit and reconciliation of the tapes under IBM's control and promptly notify the appropriate Certegy and IBM personnel if discrepancies are discovered;
- resolve discrepancies discovered during the annual tape audit and inform Certegy of the resolution;

- implement controls for and provide effective elimination of residual information on removable storage media before disposal or reuse outside of Certegy; and
- provide security implementation and administration on all remote network equipment installed by IBM at Authorized User locations to perform the Services (includes routers, CSU/DSU's, firewalls, diagnostic modems, etc.).

IBM Responsibilities for Logical Security

IBM will be responsible for the following:

- advise Certegy of the latest concepts and techniques associated with system and data access control;
- reset logon ID passwords for Certegy, Certegy Authorized Users, and IBM personnel and disclose such passwords to authorized personnel;
- provide quarterly to Certegy for review (eg., re-verification) a list of existing non-IBM system logon Ids;
- review and verify quarterly the system logon Ids for IBM personnel (i.e., re-verification) and delete the Ids of those individuals who no longer have a business need and/or are no longer authorized by management to access the system;
- based on information provided by Certegy, delete the system logon IDs of those individuals who no longer have a business need and/or are no longer authorized by Certegy or Certegy's Authorized Users to access the system;
- authorize System access to IBM employees, IBM sponsored vendors and contractors and, with proper Certegy approval, Certegy's Authorized Users only to the extent necessary to perform activities required by the Master Agreement, this Transaction Document and its Schedules;
- perform system and data security tasks as agreed and documented in the Procedures Manual;
- authorize requests, dependent on proper registration to appropriate IBM personnel, read, write, create, and scratch access to system resources, such as systems commands, restricted utilities operating system files, IBM libraries, and IBM applications;
- administer and manage system and data access control software to a level that is compliant with the current IBM standards unless otherwise agreed;
- implement the functions and features of the access control software that will satisfy Certegy's security practices as defined in the Information Security controls section of the Procedures Manual;

- promptly inform Certegy of any security incident as IBM becomes aware and recommend possible remedial action;
- establish, change, deactivate and remove System logon IDs and associated System access authorities of Certegy staff and Certegy's Authorized User IDs as authorized by Certegy;
- control and be responsible for the security officer/security administrator user profiles on those systems for which IBM has security responsibility;
- ensure safeguards are designed to deter intentional or accidental security violations;
- perform reviews of systems and data access authorization at reasonably requested intervals;
- ensure Authorized Users have unique identifiers to the extent necessary to comply with Certegy's Security policies;
- conduct daily reviews of the security activity incidents report for unusual access occurrences or unsuccessful attempts and perform follow-up activities where necessary;
- in cooperation with Certegy, review the Certegy's security policies and procedures for effectiveness and recommend improvements;
- be responsible for maintaining the agreed data security procedures for Systems Software and access to Certegy mainframe production application systems (on-line and batch), development systems and libraries; and
- be responsible for Certegy's RACF administration responsibility to grant read, write, create, and delete access to Certegy's business application files and libraries (i.e., on-line RACF updates) and to grant user access to CICS transactions defined as belonging to Certegy business applications (i.e., on-line RACF updates), dependent on proper registration whether it be TSO, Batch or CICS Facility.

Certegy Responsibilities for Logical Security

Certegy will be responsible for the following areas of logical security:

- review and verify monthly the system logon IDs for Certegy personnel (i.e., re-verification) and notify IBM to delete the IDs of those individuals who no longer have a business need and/or are no longer authorized by management to access the system;
- administration of all Application Software-Certegy security;

- promptly acknowledge receipt of security exposures notified to Certegy by IBM and inform IBM of Certegy's acceptance or rejection of IBM's recommended remedial action or other remedial action Certegy implements. In the event that Certegy chose not to implement in accordance with the mutually accepted recommendations and it causes an impact to the Services provided by IBM as determined by root cause analysis, IBM shall be relieved of their responsibilities that they are prevented from performing by such act;
- define the protection requirements for application resources via the access control software; and
- Certegy will provide fully authorised security requests to IBM.

SECURITY RESPONSIBILITIES MATRIX

The Security Responsibilities Matrix attached hereto as Exhibit L-1 further defines the security responsibilities of the Parties.

EXHIBIT L-1  
SECURITY RESPONSIBILITIES MATRIX

R = Identify Requirements A = Assist X = Perform P = Primary S = Secondary

SECURITY MANAGEMENT - -----	IBM	CERTEGY
	---	-----
1. Provide an interface for day-to-day security management	X	X
2. Develop, document and implement an information security controls document as part of the Procedures Manual	X	A
3. Provide IBM with Certegy's security policies, including updates as they occur		X
4. Review security policies for effectiveness and recommend improvements	P	S
5. Review amendments made to Certegy's security policies and standards and advise Certegy whether any proposed changes can be implemented within existing Baselines and/or Annual Services Charge	X	
6. Create and maintain the Security section of the Procedures Manual	P	S
7. Communicate the security procedures to Certegy's Authorised Users that are affected by this service, such as login procedures, password use, use of anti-virus programs and security for data and equipment		X
8. Work to develop detailed information security controls document as part of the Procedures Manual	P	S

- |   |   |   |
|---|---|---|
| 9. Maintain and update the information security controls document when necessary  | P | S |
| 10. Develop, document and implement and maintain security controls for those subsystems and applications that do not use the access control software for their security | X | X |

PHYSICAL SECURITY  
- -----

IBM    CERTEGY  
---    -----

- |  |   |   |
|--|---|---|
| 1. Provide physical security controls at Certegy facilities  |   | X |
| 2. Provide physical security controls at IBM facilities  | X |   |
| 3. Restrict access to all data processing areas at IBM facilities to authorized personnel only   | X |   |
| 4. Conduct periodic reviews of the data processing areas at Certegy's facilities including reviews of any access logs for unusual occurrences and perform follow-up activities |   | X |
| 5. Conduct periodic reviews of the data processing areas at IBM facilities including reviews of any access logs for unusual occurrences and perform follow-up activities       | X |   |
| 6. Each party shall protect LAN Servers, routers, firewalls and infrastructure devices that they are responsible for at Certegy facilities                                     | X | X |
| 7. Protect LAN Servers, routers, firewalls and infrastructure devices at IBM facilities  | X |   |
| 8. Implement controls which protect printed output from unauthorized access while under IBM's control  | X |   |
| 9. Provide secure storage for portable storage media including, but not limited to, tapes and disk packs under IBM's control   | X |   |
| 10. During the Transition Period, with the assistance of Certegy, perform a baseline inventory of all portable storage media (e.g. tapes);                                     | P | S |
| 11. Perform an annual tape audit/reconciliation/resolution and promptly notify Certegy and IBM management when errors are detected   | X |   |
| 12. Implement controls and provide effective disposal of residual information on portable storage media before disposal  | X |   |

LOGICAL ACCESS CONTROL  
- -----

IBM    CERTEGY  
---    -----

- |  |   |   |
|--|---|---|
| 1. Identify the Certegy data classification/control criteria         |   | X |
| 2. Install, maintain and upgrade new or existing data access control | X |   |

software when applicable

- |   |   |
|---|---|
| 3. Implement the functions and features of the access control software which will satisfy Certegy's security practices as defined in the information security controls document in the Procedures Manual                  | X |
| 4. Implement the security system values and features of the supported operating systems which will satisfy Certegy's security practices as defined in the information security controls document in the Procedures Manual | X |
| 5. Identify the protection requirements for operating system resources  | X |
| 6. Implement the protection requirements for operating system resources via the access control software, with all changes being scheduled through the Change Control Process  | X |
| 7. Identify the protection requirements for Certegy's application resources   | X |
| 8. Implement the protection requirements for Certegy's application resources via the access control software  | X |
| 9. Implement and maintain security controls for those subsystems and applications which do not use the access control software for their security (excludes DBMS security)  | X |
| 10. Identify the protection requirements for Certegy's Authorized User data   | X |
| 11. Implement the protection requirements for Certegy's Authorized User data via the access control software  | X |
| 12. Schedule and notify Certegy through a change control process of security/integrity fixes that must be applied to the in-scope systems as they become available  | X |
| 13. Identify data encryption requirements   | X |
| 14. Provide and support network encryption products as defined in the "Information Security Controls" document  | X |
| 15. Maintain and distribute encryption keys   | X |
| 16. During the Transition Period assist IBM in performing a baseline inventory of all access ID's to the Certegy systems to be supported as part of this contract   | X |
| 17. Provide IBM with fully approved and authorised security requests.   | X |
| 18. Establish, change, deactivate and remove logon IDs and associated access authorities for Certegy employees and Certegy Authorized Users as authorised by Certegy  | X |
| 19. Establish, change, deactivate and remove logon IDs and  | X |

associated access authorities for IBM employees as authorized by Certegy

- |  |   |   |
|--|---|---|
| 20. Periodically, as agreed to by Certegy, perform a continued business need (re-verification) review of all Certegy logon ID's accessing the systems, removing those which are identified as no longer authorized by management | S | P |
| 21. Quarterly perform a continued business need (re-verification) review of all IBM logon ID's supporting the service, removing those which are no longer authorized by management   | X |   |
| 22. Establish the process criteria for resetting user's passwords and disclosing them to authorized personnel  |   | X |
| 23. Reset IBM logon ID passwords and disclose passwords to authorized personnel  | X |   |
| 24. Reset Certegy and Certegy's Authorized User logon Ids, passwords and disclose passwords to authorized personnel  | X |   |
| 25. Review, approve and grant requests for privileged user authorities   | X |   |
| 26. Review privileged user authorities quarterly and remove those for which management authorization no longer exists  | X |   |
| 27. Control and be responsible for the Security Officer/Administrator user profiles on all systems, when applicable and in the scope of this agreement   | X |   |
| 28. Periodically perform system security health checks   | X | A |
| 29. Periodically execute a technical review  | X |   |
| 30. Capture audit records, retain for an agreed period of time, and supply reports to the Certegy Project Executive upon request   | X |   |
| 31. Promptly inform Certegy of any security issues of which IBM is aware and suggest possible remedial action  | X |   |
| 32. Promptly acknowledge receipt of security exposures identified by IBM and inform IBM of Certegy's acceptance or rejection of the suggested remedial action  |   | X |
| 33. Take corrective action as appropriate to remedy security violations IBM has reported   |   | X |

DATA NETWORK  
- - - - -

IBM      CERTEGY  
- - -    - - - - -

- |   |   |   |
|---|---|---|
| 1. Manage and maintain security of all firewall/gateway devices that may connect the IBM front end processors to the Certegy network for the provision of the service | X |   |
| 2. Identify all dial in services and those users who are authorized to  |   | X |

DATA NETWORK  
- -----

IBM    CERTEGY  
---    -----

use the services

- |  |   |
|--|---|
| 3. Manage and maintain security controls for the dial in users                                 | X |
| 4. Add, change, and delete user access to the dial in service based upon approval from Certegy | X |

Schedule L of  
Transaction Document #01-01

Network Tower

Security Procedures and Responsibilities - Data and Physical

THE ROLES AND RESPONSIBILITIES FOR THIS AGREEMENT ARE PRESENTED IN SCHEDULE L -  
MAINFRAME TOWER.

Schedule M of  
Transaction Document #01-01  
Mainframe Tower  
Help Desk services procedures

1.0 INTRODUCTION

A. This Schedule M "Mainframe Tower - Help Desk services procedures" describes certain duties, obligations and responsibilities of IBM and Certegy as related to the Help Desk services operations and management.

B. During the term of the Transaction Document, IBM will provide services to Certegy as required by this Schedule M "Mainframe Tower - Help Desk services procedures". Additionally, IBM will provide such other services as requested and approved by Certegy during the term of this Transaction Document as New Services in accordance with Section 9.6 of the Master Agreement.

C. The descriptions contained in this Schedule M describe specific types of Services, and methods and procedures used to perform such Services as described herein.

D. Definitions:

1. "NON-PRIME TIME" means all hours other than Prime Time.
2. "PRIME TIME" means for New Zealand processing 8:00 am - 8:00 pm New Zealand time and for Australia processing means 8:00 am - 8:00 pm Melbourne, Australia time, Monday through Friday.

All capitalized terms used and not defined in this Schedule M shall have the meanings given them elsewhere in this Agreement.

3.0 HELP DESK SERVICES

A. Management of the Services by IBM

IBM shall be responsible for the operation and management of the Help Desk services as described in this Schedule M. This responsibility shall include establishing and maintaining a properly trained and adequately staffed IBM population, including necessary management and support staff.

IBM shall make available a Help Desk service to log and track problems and work requests. Included in such responsibilities, IBM shall:

1. Provide a single call-in number for Certegy and Authorized Users to call, to log and determine the status of a problem or work request;
2. Staff the Help Desk on a seven (7) day twenty-four (24) hour basis;
3. Follow the agreed escalation and problem resolution processes as outlined in the Procedures Manual;
4. Liaise with the support groups within Certegy and other agents to ensure that the problem escalation process is being followed;
5. Provide monthly problem reports, identifying the answer times, problem numbers, problem status and call types and severity;
6. Provide daily reports on open problems, identifying level and time that problems have been open;
7. Provide trend analyses as reasonably requested;
8. Cooperate with Certegy in developing problem management and escalation processes; and
9. Coordinating with the agreed problem management and review processes.

SCHEDULE M

ATTACHMENT 1

MAINFRAME TOWER

HELP DESK SERVICES

Services Responsibilities Matrix

R = IDENTIFY REQUIREMENTS A = ASSIST X = PERFORM P = PRIMARY S = SECONDARY

MAINFRAME TOWER - SERVICES

DESCRIPTION - - - - -	RESPONSIBILITY	
	IBM	CERTEGY
1.0 OPERATIONS		
A. Log problems	X	
B. Track problems	X	
C. Escalate problems	X	A
D. Close resolve problems	X	
2.0 PROBLEM MANAGEMENT		
A. Report on problems		
1. Provide daily problem status	X	R
2. Provide monthly performance	X	
3. Provide trend analysis		X
B. Document Help Desk procedures	X	
C. Problem management		
1. Follow agreed escalation process	X	
2. Liaise with NAB and Certegy Help Desks	X	A
3. Document problem history	X	
4. Resolve problem within areas of IBM responsibilities	X	
5. Resolve problem within areas of Certegy responsibilities		A
6. Ensure that problem ownership is defined for each problem	X	A
7. Conduct problem management meeting	X	A
8. Close problems	X	
9. Identify trends and suggest problem reduction strategies	X	A

Schedule M of  
Transaction Document #01-01  
Network Tower  
Help Desk services procedures

The Help Desk services and responsibilities are as described in Schedule E Help Desk Services-Mainframe Tower.

Schedule N of  
Transaction Document #01-01  
Mainframe Tower  
Projects

1.0 INTRODUCTION

This Schedule N describes the methodology by which projects will be performed in conjunction with the Transaction Document and the overall Project Management process that will be implemented in order to support delivery of such projects. The level at which a project will be managed will be determined by the scope of the work and the Deliverables to be provided under the project.

2.0 DEFINITIONS

All capitalized terms used and not defined in this Schedule N shall have the same meanings given elsewhere in the Agreement. As used herein:

- A. "ACCEPTANCE" or "ACCEPTED" means Certegy's concurrence that a Deliverable satisfies the Completion Criteria set forth in the Project Plan.
- B. "COMPLETION CRITERIA" means mutually agreed upon written conditions that IBM is required to meet in order to satisfy its obligations for each project as set forth in the applicable Project Plan.
- C. "DELIVERABLE" means any item delivered to Certegy under a project which is specified in the Project Plan as a Deliverable.

3.0 PROJECT MANAGEMENT PROCESS

IBM 's Project Management process is based upon the premise that the IBM Account Manager will have overall responsibility and accountability to meet all agreed upon quality, cost, schedule and technical objectives of the project. In addition, each Party will assign an individual to each project to act as its respective representative with responsibility for specific operational roles as described below and further delineated in the Project Plan ("Project Manager"). Based upon the scope of the work and the Deliverables to be provided under a project, a Project Manager may be assigned to oversee multiple Projects.

Each project whether included as of the Commencement Date or subsequently added at the request of Certegy, subject to Section 9.6 of the Master Agreement, will have a plan developed (the "Project Plan") and, upon approval by both Parties, the Project Plan will be assigned a sequential number and will be attached to, and become a part of, this Schedule (e.g., Mainframe Project Plan M-1/Title, Mainframe Project Plan M-2/Title,

etc.). The terms and conditions of the Master Agreement and the Transaction Document will apply to each project unless otherwise amended by the applicable Project Plan.

#### 4.0 PROJECT MANAGERS

##### A. IBM Responsibilities

IBM will assign a Project Manager who will have the authority to act on behalf of IBM in all matters pertaining to the project with the exception of contractual endorsement. The IBM Project Manager will:

1. manage the project for IBM including planning, directing, and monitoring all project activities;
2. develop the detailed Project Plan in conjunction with the Certegy Project Manager;
3. maintain files of the Project Plan and any associated documentation;
4. establish the project team and, in conjunction with the Certegy Project Manager, apprise team members regarding the Project Management process and the Project Plan, including individual responsibilities, Deliverables, schedules, etc.;
5. be the primary point of contact to Certegy for the project to establish and maintain communications with the Certegy Project Manager;
6. define and monitor the support resources required for the project to ensure these resources are available as scheduled;
7. measure, track and evaluate progress against the Project Plan;
8. resolve issues that may arise due to deviations from the Project Plan with the Certegy Project Manager;
9. administer and, in conjunction with the Certegy Project Manager, be accountable for project change control;
10. plan, schedule and participate in periodic project reviews, as applicable, including review of the work products being produced;
11. provide periodic written status reports to Certegy that provide information such as schedule status, technical progress, issue identification and related action plans; and
12. establish and maintain the necessary financial controls for those areas of the project for which IBM has responsibility.

B. Certegy Responsibilities

Certegy will assign a Project Manager who will have the authority to act on behalf of Certegy in all matters pertaining to the project with the exception of contractual endorsement. The Certegy Project Manager will:

1. be the single-point-of-contact for the management of Certegy's obligations under the project;
2. serve as the interface between the project team members and Certegy's business functions, units, or Affiliates participating in the project;
3. define Certegy's business and technical requirements for each project;
4. develop the detailed Project Plan in conjunction with the IBM Project Manager and ensure that the Project Plan meets Certegy's business and technical requirements;
5. establish the project team and, in conjunction with the IBM Project Manager, apprise team members regarding the Project Management process and the Project Plan, including individual responsibilities, Deliverables, schedules, etc.;
6. provide operational guidance to, manage and be accountable for the performance of Certegy personnel assigned to the project;
7. administer and, in conjunction with the IBM Project Manager, be accountable for project change control;
8. attend project planning/review/status meetings, as required;
9. obtain and provide information, data, decisions and approvals, within three days of IBM 's request, unless otherwise mutually agreed;
10. coordinate and schedule the attendance of Certegy personnel, as appropriate, at planning/review/status meetings;
11. assist in the resolution of project issues and/or escalate within Certegy for resolution as needed;
12. establish and maintain the necessary financial controls for those areas of the project for which Certegy has responsibility; and
13. review and provide written confirmation that the Deliverables meet the Completion Criteria set forth in the applicable Project Plan.

C. Each Party will give the other Party reasonable advance notice, in writing, of a change to its respective Project Manager and will discuss any objections the other Party may have to such change.

#### 5.0 PROJECT PLAN

A Project Plan must be completed for each project and should contain the following information:

##### A. Project Managers

This section will identify the Parties' respective Project Managers including name, address, telephone number, pager number, and fax number.

##### B. Purpose and Scope of Work

This section will provide a summary of the overall purpose of the project and define the scope of work to be performed.

##### C. Assumptions/Dependencies

This section will describe any key assumptions, dependencies, or critical success factors upon which the project will be based and/or is dependent upon for successful completion.

##### D. Definitions

This section will define any terms specific to a project.

##### E. IBM Responsibilities

This section will describe the responsibilities which IBM is required to perform in order to complete the project.

##### F. Certegy Responsibilities

This section will describe the responsibilities which Certegy is required to perform in order to complete the project.

##### G. Required Equipment and Materials

This section will list all required equipment and materials including, but not limited to, hardware and software, which each Party must provide in order to facilitate completion of the project.

##### H. Deliverables

This section will provide a description of any items to be delivered by IBM under the project.

##### I. Estimated Schedule

This section will provide the planned schedule for completion of the project, including any milestones and target dates for completion.

J. Completion Criteria

This section will state the criteria which IBM must meet in order to satisfy its obligations under the project.

K. Charges/Invoicing

This section will specify the applicable charges for the project and the basis for such charges and the terms for IBM's invoicing if different from those contained in the Transaction Document.

L. Additional or Unique Terms and Conditions

This section will identify any terms and conditions in addition to or different from those contained in the Master Agreement and the Transaction Document.

6.0 PROJECT CHANGE CONTROL

Either Party may request a change to a project subject to the following procedure:

All requests for a project change must be submitted via a Project Change Request ("PCR"). The PCR must describe the change in detail, the rationale for the change and the effect the change will have, if accepted, or the impact it will have if rejected, on the project. The Project Manager of the requesting Party will review the PCR and determine whether to submit the request to the other Party.

If submitted, both Project Managers will review the proposed change and approve it for further investigation, if required, or reject it. If the Parties agree that the proposed change requires further investigation, the Project Managers will authorize such investigation, and any charges by IBM that IBM specifies for such investigation, by signing the PCR. The investigation to be conducted will determine the technical merits and the effect on price, schedule, and other terms and conditions that may result from the implementation of the proposed change. The requesting Party's Project Manager may then approve or reject the change.

If rejected, the PCR will be returned to the requesting Party along with the reason for rejection.

If approved, the change will be implemented by providing written authorization signed by authorized representatives of both Parties ("Change Authorization").

7.0 COMPLETION

IBM will notify Certegy, in writing, when the Completion Criteria for a Deliverable has been met. Certegy must inform IBM, in writing, within ten (10) business days following receipt of IBM's notification if Certegy believes IBM has not met the Completion Criteria, together with reasonable detail as to the reasons for such belief. If IBM does not receive written notice within such period, then the Deliverable(s) will be deemed Accepted.

Schedule N of  
Transaction Document #01-01

Network Tower

Projects

PROCEDURES DEFINED IN SCHEDULE N OF THE TRANSACTION DOCUMENT FOR THE MAINFRAME  
TOWER ARE TO BE APPLIED TO ANY NETWORK TOWER PROJECT.

THERE ARE NO NETWORK TOWER PROJECTS APPROVED AS OF THE COMMENCEMENT DATE.

Schedule O of  
Transaction Document #01-01

Affected Employees

THERE ARE NO AFFECTED EMPLOYEES AS OF THE EXECUTION DATE OF THIS TRANSACTION  
DOCUMENT #01-01.

Schedule P of  
Transaction Document #01-01  
Maintenance Terms

This Schedule is not applicable to this Transaction Document #00-01.

Schedule Q of  
Transaction Document #01-01  
Outstanding Employee Claims

This Schedule is not applicable to this Transaction Document #00-01.

Schedule R of

Transaction Document #01-01

Services Transition Assistance

1. INTRODUCTION

1.1. This Schedule R defines the assistance IBM will provide to Certegy upon expiration or termination of the Agreement and/or this Transaction Document.

2. SERVICES TRANSFER ASSISTANCE

2.1. It is the intent of the Parties that at or, upon expiration or termination of the Agreement and/or Transaction Document, IBM will cooperate with Certegy to assist with the orderly transfer of the services, functions, responsibility, and operations comprising the Services provided by IBM, hereunder, to another services provider or one or more members of the Certegy Group itself.

2.2. Prior to expiration or termination of the Agreement and/or this Transaction Document, Certegy may request IBM to perform and, if so requested, IBM shall perform (except in the event of termination for cause by IBM) services, in connection with migrating the work of the Certegy Group to another services provider or the Certegy Group itself (through "Services Transfer Assistance").

2.3. Services Transfer Assistance shall be provided:

2.3.1. until the effective date of expiration or termination with respect to the Services; and

2.3.2. for expiration or termination related services which are in addition to the Services, for up to six additional months after the effective date of expiration or termination.

2.4. Services Transfer Assistance shall include providing Certegy and its Affiliates and their agents, contractors and consultants, as necessary, with the following services:

2.4.1. Pre-migration Services:

(a) assisting the new operations staff in developing a plan for the transition of all requested and appropriate operations from IBM;

(b) providing the new operations staff personnel training in the performance of the Services being transferred;

(c) providing the new operations staff with any other information regarding the Services that is required to implement the transition plan and providing such information as necessary for the new operations staff to perform the Services in an orderly manner, minimizing disruption in the operations of Certegy;

- (d) notifying all IBM subcontractors of procedures to be followed during the turnover phase;
- (e) freezing all non-critical Software changes as requested by Certegy;
- (f) reviewing all Software libraries (test and production) with the new service provider and/or Certegy;
- (g) identifying, recording and providing control release levels for the operating Systems Software used by IBM to provide the Services;
- (h) providing documentation to the new or existing operations staff which has been provided to IBM by Certegy, jointly developed between IBM and Certegy, and/or technical documentation as required to support the Services but excluding any documentation which is IBM Confidential Information which is not required to support the services;
- (i) assisting in establishing naming conventions for the new production site;
- (j) providing to the new operations staff reasonable access and use of equipment, software, personnel, third parties, and other resources used by IBM to provide the Services, subject to any prohibitions or restrictions on the use or disclosure of the software as required by the license agreements;
- (k) analyzing space required for the data-bases and Software libraries; and
- (l) generating a tape and listing of the source code in a form reasonably requested by Certegy.

#### 2.4.2. Migration Services:

- (a) unloading the production data bases as requested by Certegy;
- (b) unloading all requested Certegy data files and other Certegy Confidential Information from the System and delivering it to Certegy together with any IBM Confidential Information which is required to perform the service subject to the requirements of section 2.6.3;
- (c) delivering tapes of production data-bases (with content listings) and printouts of control file information to the new operations staff;
- (d) assisting with the loading of the data-bases;
- (e) providing reasonable assistance to new operations staff with the turnover of operational responsibilities;
- (f) reviewing and explaining the Procedures Manual to the new operations staff;

(g) assisting the new operations staff in notifying outside vendors of the procedures to be followed during the migration;

(h) assisting the new operations staff in preparation of and conducting migration testing;

(i) assisting with the communications network turnover, if applicable; and

(j) assisting in the execution of a parallel operation until the effective date of expiration or termination of the Agreement and/or this Transaction Document.

2.4.3. Post-migration Services:

(a) answering questions regarding the Services on an as-needed basis during the 90 day period following the date of expiration or termination; and

(b) returning to Certegy any remaining Certegy owned reports and documentation still in IBM's possession.

2.5. If any Services Transfer Assistance provided by IBM requires the utilization of additional resources for which there is a current Baseline, Certegy will pay IBM for the incremental resources using the applicable charging methodology set forth in Schedule J of the Transaction Document.

2.6. If the Services Transfer Assistance requires IBM to incur expenses in excess of the expenses that IBM would otherwise incur in the performance of the Agreement and/or this Transaction Document, then:

2.6.1. IBM shall notify Certegy of any additional expenses associated with the performance of any additional services pursuant to Section 2.5 and this Section 2.6 within 30 days of receiving a written work-order request from Certegy prior to performing such services;

2.6.2. upon Certegy's authorization, IBM shall perform the additional services and upon completion of the services IBM will invoice Certegy for such services; and

2.6.3. Additionally, prior to providing any of the Services Transfer Assistance, the new operations staff shall provide to IBM an executed confidentiality agreement regarding IBM's Confidential Information disclosed or provided to the new operations staff while providing the Services Transfer Assistance; and

2.6.4. Certegy shall pay IBM for such additional expenses incurred within thirty (30) days of the date of receipt of the applicable invoice.

Schedule S of  
Transaction Document #01-01  
Mainframe Tower  
Performance Standards, Minimum Service Levels, and Service Credits

1 INTRODUCTION

1.1 IBM and Certegy have developed detailed Performance Standards and Minimum Service Levels that will adequately measure and track the performance of Services provided by IBM.

1.2 This Schedule S describes:

1.2.1 The performance standards and Minimum Service Levels for the defined Services which IBM is required to meet during the term of the Transaction Document. Such Performance Standards and Minimum Service Levels are set forth in Charts C-1 through C-8 of Exhibit C-1 to this Schedule S; the effective date for each of the attendant Service Credits is identified in the attached Charts in the section titled "Implementation Criteria";

1.2.2 Service Credits are in accordance with Section 9.9 of the Master Agreement, should IBM fail to meet the Minimum Service Levels as set forth in this Schedule; and

1.2.3 Certain Certegy responsibilities.

2 DEFINITIONS

2.1 "ACTUAL UPTIME" means, out of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined Application is actually available for use by Authorized Users.

2.2 "APPLICATION" means individual subsystems or environments comprising the Applications Software.

2.3 "AVAILABILITY" means Actual Uptime plus Excusable Downtime divided by Scheduled Uptime. For purposes of determining whether IBM's performance meets any Performance Standard and Minimum Service Level, Availability will be measured based on a monthly average during each calendar month of the term of the Transaction Document, to be calculated once monthly within ten (10) business days following the end of each calendar month.

2.4 "CRITICAL SYSTEM PROCESS" means a process associated with a Critical Business Application System for which there is a defined Performance Standard and Minimum Service Level.

2.5 "EXCUSABLE DOWNTIME" means, out of the Scheduled Uptime, the aggregate number of hours in any calendar month during which the Host System and/or each defined Critical System Process is down due to action or inaction by Certegy or due to a Force Majeure Event, which

failure is not attributable to IBM's failure to exercise due care including, without limitation, failure to provide proper preventive or remedial maintenance.

2.6 "EXTENDED FUNCTIONALITY" means the state of the Application Software-Certegy when the batch job PNBC600 or its replacement has completed.

2.7 "FULL FUNCTIONALITY" means the state of the Application Software-Certegy when the batch job PNBC678 or its replacement has completed and the system is current and operational.

2.8 "HOST SYSTEM" means Machines and related Systems Software.

2.9 "INTERNAL RESPONSE TIME" means the internal response time of CICS transactions in a region as measured by the software tool Omegamon CICS

2.10 "MARKET" means each geographical region processed out of the IBM data centre as currently identified as Australia and New Zealand within Charts 1-8 within Exhibit C-1.

2.11 "MONTHLY MAINFRAME CHARGES" means the combined RPP and DASD Resource Charges and the Resource Charges associated with the Standby Production Services for any calendar month.

2.12 "MEASUREMENT PERIOD" means the time intervals for monitoring, evaluating and calculating IBM's performance against the Performance Standards and Minimum Service Levels and the Service Credits, if any.

2.13 "MINIMUM SERVICE LEVEL" or "MSL" means the level of performance set forth in Charts C-1 through C-8 of Exhibit C-1.

2.14 "RESPONSE TIME" means the time taken to initiate the procedures and tasks outlined in the Procedures Manual for System and Network problems.

2.15 "RESOLUTION TIME" means the time taken to complete the procedures and tasks outlined in the Procedures Manual for System and Network problems.

2.16 "SCHEDULED DOWNTIME" means, out of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined CRITICAL SYSTEM PROCESS is scheduled to be unavailable for use by Authorized Users due to such things as preventive maintenance, system upgrades, etc. The Parties must mutually agree on Scheduled Downtime.

2.17 "SERVICE PERIODS" means the days of the week and hours per day that the Host System and/or each defined CRITICAL SYSTEM PROCESS is scheduled to be available for use by Authorized Users as set forth in Exhibit C-1, subject to adjustment for mutually agreed upon Scheduled Downtime.

2.18 "SCHEDULED UPTIME" means of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined CRITICAL SYSTEM PROCESS is scheduled to be available for use by Authorized Users.

2.19 "UNAVAILABILITY" means actual downtime less Scheduled Downtime divided by Scheduled Uptime. For purposes of determining whether IBM's performance meets any Performance Standard and Minimum Service Level, Unavailability will be measured based on a monthly average during each calendar month of the term of the Transaction Document, to be calculated once monthly within ten (10) business days following the end of each calendar month.

All capitalized terms used and not defined in this Schedule S shall have the same meanings given them elsewhere in the Agreement.

### 3 Reporting

3.1 By the tenth (10th) business day of each calendar month during the term of the Transaction Document, IBM will submit to Certegy a report or set of reports assessing IBM's performance against the Performance Standards and the Minimum Service Levels during the previous calendar month and detailing IBM's performance in those categories identified on Charts C-1 through C-8. IBM will also be responsible for promptly investigating and correcting failures including failures to meet such Performance Standards and Minimum Service Levels by:

3.1.1 initiating problem investigations to identify root causes of failures;

3.1.2 promptly reporting problems to Certegy that reasonably could be expected to have a material adverse effect on Certegy or its Authorized Users operations; and

3.1.3 making written recommendations to Certegy for improvement in procedures.

3.2 In addition to any Service Credits required by the Agreement and Section 8 hereof, IBM with Certegy's assistance shall diligently identify root causes, correct their respective problems, as identified through the root cause analysis, and minimize recurrences of missed Performance Standards and Minimum Service Levels for which it is responsible. IBM will provide Certegy with a report describing the results of its root cause analysis and other facts relating to IBM's failure to attain MSLs. Certegy will use commercially reasonable efforts to correct and minimize the recurrence of problems for which Certegy is responsible and which prevent IBM from meeting the Performance Standards and Minimum Service Levels.

### 4 Periodic Reviews

4.1 Performance Standards and Minimum Service Levels will be reviewed and adjusted, if applicable, by the IPT. Any such changes will be implemented through the Change Control Process. The Parties intend that the Performance Standards and Minimum Service Levels will not be less favorable to the Certegy Group during the term of the Transaction Document to which they are applicable than they are at the initiation of the Services pursuant to such Transaction Document, and will be improved over time. Any adjustments to applicable Performance Standards and Minimum Service Levels will be based upon:

4.1.1 Technology changes to the environment.

4.1.2 Certegy or its Authorized Users' business change.

4.2 Otherwise, the Performance Standards and Minimum Service Levels will remain the same.

## 5 Benchmarks

5.1 Should a change to any of the factors listed in Section 4.0 influence or determine the attainment of a Performance Standard and Minimum Service Level (e.g., software or hardware changes), IBM and Certegy may create mutually agreed upon parameters against which a benchmark will be taken both prior to and subsequent to such change in order that the affected Performance Standard and Minimum Service Level can be adjusted on a mutually agreeable basis accordingly.

5.2 IBM may not be obligated for Service Credits during the benchmarking period to the extent that such change prohibits IBM from meeting such Minimum Service Levels.

## 6 Performance Standard and Minimum Service Level Impact

6.1 For any calendar month for which, based on capacity planning activities utilizing Certegy business projections and IBM's historical trend analysis, IBM has provided written performance recommendations to Certegy to allow for continued Performance Standard and Minimum Service Level attainment with lead time reasonably sufficient for Certegy to verify and approve such recommendations, and these recommendations are valid but declined by Certegy or Certegy does not respond to IBM's recommendations, then IBM will be relieved of its LPAR related Performance Standard and Minimum Service Level obligations on an LPAR by LPAR basis for any calendar month for the environments for which recommendations were made and the capacity was exceeded, to the extent that the root cause analysis of such Performance Standard and/or Minimum Service Level failure demonstrates that the root cause was Certegy's refusal to accept and implement such recommendations.

6.2 IBM shall be relieved of its performance obligations under the Performance Standards and Minimum Service Levels for any calendar month to the extent that RPPs and DASD resources provided by IBM meet the capacity set forth in the Supplement, or as adjusted by incremental RPPs and DASD requested by Certegy and the root cause analysis demonstrates that such level of utilization was the cause of IBM failing to satisfy such Performance Standard or Minimum Service Level in such month, except in the case where it is demonstrated that the capacity constraint demonstrated through the root cause analysis is due to the total resource demand of IBM managed systems or utilities exceeding the agreed ceiling for these resources. The agreed ceiling for CPU and DASD resources is to be defined and agreed during the first 90 days following the implementation of the production service and may be subject to change upon agreement through the term of this Transaction Document.

## 7 PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL CRITERIA

7.1 On-line Application services will be made available during the Service Periods set forth in Exhibit C-1 to this Schedule S. IBM shall perform the Services as necessary to meet each of the Performance Standards and Minimum Service Levels set forth in Exhibit C-1 relating to each defined Application.

7.2 Changes to the Performance Standards, Minimum Service Levels and/or Service Periods must be made in writing and approved by the IPT.

7.3 IBM will perform scheduled batch processing services in accordance with the Performance Standards and Minimum Service Levels set forth in Exhibit C-1. IBM shall be relieved from applicable Performance Standards and Minimum Service Levels if it does not receive certain critical inputs from Certegy or its Authorized Users by the designated time, where the required file are available and ready for use within the IBM managed infrastructure, and successful completion of the appropriate Application batch job stream to the extent controlled by Certegy.

7.4 Certegy recognizes that its deviation from scheduled batch job streams may result in batch output not being available by the scheduled time.

7.5 If Certegy or its Authorized Users fails to deliver any critical input by the deadline for the applicable batch processing job, or deviates from scheduled batch job streams, IBM will use commercially reasonable efforts, once the input is received, or corrections are made by Certegy, to complete such batch processing by the scheduled time. In this case, IBM would not be subject to a Service Credit for this application.

7.6 Additional Performance Standards and Minimum Service Levels:

7.6.1 NEW APPLICATIONS: Performance Standards and Minimum Service Levels for new Applications which are critically material to Certegy's business shall be set forth in Exhibit C-1. The Performance Standard and Minimum Service Level for each new Application shall be negotiated between IBM and Certegy based on actual performance during the first ninety (90) days following implementation balanced with performance forecasts (new Applications shall meet the mutually agreed qualification criteria and be compatible with the Applications Installation Standards specified in Schedule K); provided, however, that such new Application Availability Performance Standard and Minimum Service Level shall be consistent with the standards set forth in Exhibit C-1 for other comparable Applications. In the event that agreement is not achieved in ninety (90) days, Section 16 of the Master Agreement will be followed.

7.6.2 NEW SERVICES: When additional or New Services, other than new Applications, for which there will be a Performance Standard and Minimum Service Level are added to the operating environment, the Performance Standard and Minimum Service Level for each additional or New Service shall be negotiated between IBM and Certegy based on actual performance during the first ninety (90) days following implementation. Such mutually agreed upon Performance Standard and Minimum Service Level will be set forth in Exhibit C-1.

7.6.3 CURRENT SERVICES: For the services presented in Charts 1-9 of Exhibit C-1, IBM will measure and report its performance of the Services against the applicable Performance Standards and Minimum Service Levels during the initial ninety (90) day period immediately following the implementation of the application in the production service (such period is referred to herein as the "Initial Tracking Period"). IBM and Certegy will re-evaluate and jointly agree on changes to the Performance Standards and Minimum Service Levels during the Initial Tracking Period and implement as appropriate. The Performance Standards and Minimum Service Levels will be implemented and effective as of Commencement Date but the Service Credits shall not apply until the end of the Initial Tracking Period and agreement by both parties of the Minimum Service Levels that shall apply at all times thereafter unless otherwise agreed. In the event that agreement is not achieved in ninety (90) days, Section 16 of the Master Agreement will be followed.

7.7 In the event of a disaster the service levels as measured through the "Daily Outages Through the Measurement Period" in Service Credit Tables C1 - C6 and the "Target Service Levels" in Chart 8 part 2, will be relaxed by 10% from the end of the four hour recovery window until the end of the fifth (5th) day following the declaration of the disaster at which point the service levels will revert to the normal levels specified within this Schedule S- Mainframe Tower. For the service targets set out in Chart 8 Part 2 the 10% adjustment will be applied by reducing the specified monthly target achievement by 10% divided by the number of days in the applicable calendar month and multiplied by the number of the days of the DR period falling in that month, to allow for the proportion of the month falling into 5 day recovery window. For the service targets defined in Service Credit Tables C1-C7 the target times will be extended by 10% during the five-day recovery window.

7.8 IBM will track and report on but will not incur penalties for those service level standards having either a priority rating of A or B as identified in Chart 8 Part 2. However, if these standards are not attained in the same Market for 2 consecutive months, then beginning in the next month, the relevant priority will be automatically adjusted as follows: priority A will become priority 2, and priority B will become priority 3. Any relevant priority, which has been increased as described herein, will revert to its original priority if it is attained for six consecutive months in the same Market.

## 8 Service Credits

8.1 In accordance with Section 3.2 of the Master Agreement, should IBM fail to achieve the Minimum Service Levels as set forth in Exhibit C-1, IBM will pay Service Credit(s) to Certegy. IBM will be relieved of responsibility in accordance with this Schedule S for any Minimum Service Level(s) and any associated Service Credits to the extent affected by the items described below where IBM's failure to meet the Minimum Service Level(s) is due to:

8.1.1 The conditions and considerations outlined in sections 6.1, 6.2, 7.3 and 7.5 of this document;

8.1.2 Problems determined to be caused by the actions or inaction of Certegy's personnel;

8.1.3 Changes made to the environment by Certegy directly or by IBM personnel in response to a request from duly authorized Certegy personnel through the recognized work order or Change Control Process;

8.1.4 Certegy's change in prioritization of available resources;

8.1.5 Certegy's failure to perform Certegy's obligations as set forth in the Master Agreement and the Schedules to the extent such failure affects IBM's ability to perform the Services at the specified Minimum Service Levels (e.g., provision of adequate system capacity to provide the Minimum Service Level commitments, environmental factors/facilities, Certegy procedural errors);

8.1.6 Performance or nonperformance by Certegy's third party vendors and suppliers;

8.1.7 In the event of declared disaster the service levels are exempted from the commencement of the disaster until 4 hours following the declaration of the disaster;

8.1.8 Problems resulting from the application being provided by Certegy being demonstrated through root-cause analysis to be insufficient to allow completion or overall throughput of the scheduled application to allow achievement of the required Minimum Service Level for that application;

8.1.9 The Minimum Service Levels have not been demonstrated to be deliverable within the production service within a 90 day benchmarking period as defined in 7.6.1, in which the application is operational within the production environment and subject to the full transaction loads of the application service; or

8.1.10 The failure to meet the MSL for Service is due to a failure of the carrier services implemented as agreed and defined within Schedule I of this agreement, is excluded from consideration in the Schedule and is addressed in Schedule S- Network Tower.

8.2 The applicable Service Credits shall be determined or calculated as follows:

8.2.1 For failure to meet the Minimum Service Level in any of the defined Service categories, the Service Credit will be determined as set forth in Exhibit C-1.

8.2.2 In no event will IBM be liable for more than twenty percent (20%) of the Monthly Mainframe Charges.

8.2.3 The Minimum Service Level or Performance Level represent a tiered hierarchy of measures in which the liability of IBM for problems shown by root cause analysis conducted by the parties to be the result of a single event be limited to the sum of:

- a) a single applicable Minimum Service Level or Performance Level for each of the Markets impacted by the event from the sets of measures defined in Charts 1 to 7 inclusively and:

- b) a single applicable Minimum Service Level or Performance Level for each of the Markets impacted by the event from the set of Critical Processes defined in Chart 8 of this Schedule S.

8.2.4 If there is more than one applicable Minimum Service Level or Performance Level for each of the Markets within parts a or b, the service credit to be paid by IBM is limited to the single penalty for each of the Markets from each of parts a and b which represents the largest financial amount, subject to the capping defined in Section 8.2.2.

Exhibit C-1

Performance Standards and Minimum Service Levels

Chart C-1(1)

Base 2000 Cardholder System Availability - Australia

**SERVICE DESCRIPTION:** Maintain Host System Availability of the on-line Base 2000 Cardholder system environment during the Service Periods set forth in this Chart C-1 for the regions listed in Chart C-9. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM'S performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

**SERVICE PERIODS:** The Service Period is considered to be all times other than the Schedule Downtime.

**ENVIRONMENT DESCRIPTION:** Base 2000 Cardholder system Availability Performance Standard and Minimum Service Level (MSL) attainment shall be reported by individual regions as described in Service Credit Table C-1. The associated on-line system tools shall be operational during Base2000 Cardholder System Service Periods. Any downtime (excluding Scheduled Downtime) of a region for more than ten (10) minutes constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

The Service Credit amount is a percentage of the Monthly Mainframe Charges.

**REPORTS:** Daily and weekly outage by region

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event	The Availability of the Region is to be defined as the regions being online and

(1) All times referred to herein are local time Melbourne, Australia.

Downtime.

within the Measurement Period.

responsive to Authorised Users with access to current and up-to-date information.

A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period

The tool used to measure and report Availability is to be agreed by the parties.

The target Performance Standard shall be one hundred percent (100%) Availability excluding Scheduled Downtime.

The measurement is Base2000 Cardholder System Availability in minutes and the number of outage occurrences.

Base 2000 Cardholder System Availability - New Zealand

**SERVICE DESCRIPTION:** Maintain Host System Availability of the on-line Base 2000 Cardholder system environment during the Service Periods set forth in this Chart C-2 for the regions listed in Chart C-9. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

**SERVICE PERIODS:** The Service Period is considered to be all times other than the Schedule Downtime.

**ENVIRONMENT DESCRIPTION:** Base 2000 Cardholder system Availability Performance Standard and Minimum Service Level (MSL) attainment shall be reported by individual regions as described in Service Credit Table C-2. The associated on-line system tools shall be operational during Base2000 Cardholder System Service Periods. Any downtime (excluding Scheduled Downtime) of a region for more than ten (10) minutes constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-2.

The Service Credit amount is a percentage of the Monthly Mainframe Charges.

**REPORTS:** Daily and weekly outage by region.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.  The target Performance Standard shall be one hundred percent (100%) Availability excluding Scheduled Downtime.	The Availability of the Region is to be defined as the regions being online and responsive to Authorised Users with access to current and up-to-date information.  The tool used to measure and report Availability is to be agreed by the parties.  The measurement is Base2000 Cardholder System Availability in minutes and the number of outage occurrences.

(2) All times referred to herein are in local time New Zealand.

Base 2000 Collections System Availability - Australia

**SERVICE DESCRIPTION:** Maintain Host System Availability of the on-line Base 2000 Collections system environment during the Service Periods set forth in this Chart C-3 for the regions listed in Chart C-9. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

**SERVICE PERIODS:** The Service Period is considered to be all times other than the Schedule Downtime.

**ENVIRONMENT DESCRIPTION:** Base 2000 Cardholder system Availability Performance Standard and Minimum Service Level (MSL) attainment shall be reported by individual regions as described in Service Credit Table C-3. The associated on-line system tools shall be operational during Base2000 Collections System Service Periods. Any downtime (excluding Scheduled Downtime) of a region for more than ten (10) minutes constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-3.

The Service Credit amount is a percentage of the Monthly Mainframe Charges.

**REPORTS:** Daily and weekly outage by region.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.  The target Performance Standard shall be one hundred percent (100%) Availability excluding Scheduled Downtime.	The Availability of the Region is to be defined as the regions being online and responsive to Authorised Users with access to current and up-to-date information.  The tool used to measure and report Availability is to be agreed by the parties.  The measurement is Base2000 Collections System Availability in minutes and the number of outage occurrences.

(3) All times referred to herein are in local time Melbourne, Australia.

Base 2000 Collections System Availability - New Zealand

**SERVICE DESCRIPTION:** Maintain Host System Availability of the on-line Base 2000 Collections system environment during the Service Periods set forth in this Chart C-4 for the regions listed in Chart C-9. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

**SERVICE PERIODS:** The Service Period is considered to be all times other than the Schedule Downtime.

**ENVIRONMENT DESCRIPTION:** Base 2000 Cardholder system Availability Performance Standard and Minimum Service Level (MSL) attainment shall be reported by individual regions as described in Service Credit Table C-4. The associated on-line system tools shall be operational during Base2000 Collections System Service Periods. Any downtime (excluding Scheduled Downtime) of a region for more than ten (10) minutes constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-4.

The Service Credit amount is a percentage of the Monthly Mainframe Charges.

**REPORTS:** Daily and weekly outage by region.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.</p> <p>The target Performance Standard shall be one hundred percent (100%) Availability excluding Scheduled Downtime.</p>	<p>The Availability of the Region is to be defined as the regions being online and responsive to Authorised Users with access to current and up-to-date information.</p> <p>The tool used to measure and report Availability is to be agreed by the parties.</p> <p>The measurement is Base2000 Collections System Availability in minutes and the number of outage occurrences.</p>

(4) All times referred to herein are in local time New Zealand.

Base 2000 Authorizations System Availability - Australia

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line Base 2000 Cardholder system environment during the Service Periods set forth in this Chart C-5 for the regions listed in Chart C-9. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

SERVICE PERIODS: The Service Period is considered to be all times other than the Schedule Downtime.

ENVIRONMENT DESCRIPTION: Base 2000 Cardholder system Availability Performance Standard and Minimum Service Level (MSL) attainment shall be reported by individual regions as described in Service Credit Table C-5. The associated on-line system tools shall be operational during Base2000 Authorization System Service Periods. Any downtime (excluding Scheduled Downtime) of a region for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-5.

The Service Credit amount is a percentage of the Monthly Mainframe Charges.

REPORTS: Daily and weekly outage by region.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period  The target Performance Standard shall be one hundred percent (100%) Availability excluding Scheduled Downtime.	The Availability of the Region is to be defined as the regions being online and responsive to Authorised Users with access to current and up-to-date information.  The tool used to measure and report Availability is to be agreed by the parties.  The measurement is Base2000 Authorization System Availability in minutes and the number of outage occurrences.

(5) All times referred to herein are in local Melbourne time

Chart C-6(6)

Base 2000 Authorizations System Availability - New Zealand

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line Base 2000 Cardholder system environment during the Service Periods set forth in this Chart C-6 for the regions listed in Chart C-9. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

SERVICE PERIODS: The Service Period is considered to be all times other than the Schedule Downtime.

ENVIRONMENT DESCRIPTION: Base 2000 Cardholder system Availability Performance Standard and Minimum Service Level (MSL) attainment shall be reported by individual regions as described in Service Credit Table C-6. The associated on-line system tools shall be operational during Base2000 Authorization System Service Periods. Any downtime (excluding Scheduled Downtime) of a region for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-6.

The Service Credit amount is a percentage of the Monthly Mainframe Charges.

REPORTS: Daily and weekly outage by region.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.  The target Performance Standard shall be one hundred percent (100%) Availability excluding Scheduled Downtime.	The Availability of the Region is to be defined as the regions being online and responsive to Authorised Users with access to current and up-to-date information.  The tool used to measure and report Availability is to be agreed by the parties.  The measurement is Base2000 Authorization System Availability in minutes and the number of outage occurrences.

Chart C-7(7)

Help Desk Services

- (6) All times referred to herein are in local time New Zealand
- (7) All times referred to herein are in local Melbourne time

SERVICE DESCRIPTION: The Help Desk service description is as follows:

ACTIVITY	MINIMUM SERVICE LEVELS	SERVICE GOAL DESCRIPTION
Average Speed Answered	90% of the time.	Help desk calls will be answered by an IBM representative within an average of ninety seconds. Performance will be measured monthly.

SERVICE PERIODS: The Service Period is considered to be all times other than the Schedule Downtime.

SERVICE ENVIRONMENT: "Level" is defined as support unit that has ownership of a particular problem. Level 1 is Help Desk

SERVICE CREDITS: Service credit table C-7.

REPORTS: IBM will provide reports on a daily, monthly and quarterly basis.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
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See Service Description above      See service description above

Chart C-8 Part 1(8)

Base 2000 Critical Process Completion Schedule

SERVICE DESCRIPTION: The following are Critical Processes and agreed targets that must be met in order to meet other requirements.

SERVICE PERIODS: The Service Period is considered to be all times other than the Schedule Downtime.

CRITICAL PROCESSES SCHEDULE OF DELIVERY: The critical processes are listed in Part 1 of Chart C-8. The critical processes for which the Minimum Service Level is applicable are those with a defined priority in Part 1 having defined service delivery targets and a defined days of the week for which the MSL is applicable..

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the fact that a Service Level was missed based on the Priority Levels as defined in the Service Credit Tables C-8 and C-9. The Service Credit amount is a percentage of the Monthly Mainframe Charges.

REPORTS: IBM will provide reports on a daily, monthly and quarterly basis.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Clause 7.6.3 of this Schedule.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
The hours described in Part 2 for the timely completion of the Critical Processes within the stated time frames.	There is no MSL. If a Service Level is missed for nondelivery of Critical Processes during the Measurement Period then a Service Credit is due.	Mainframe reporting can identify delivery completion times. Until such time that the reporting is automated for all Critical Processes, manual tracking will be utilized.  The measurement is based on missing the specific Service Level and the number of occurrences the Service Level was missed during a calendar month.

(8) All times referred to herein are reported within the parts of this table

Chart 8 Part 2(9)

CRITICAL SYSTEM PROCESSES Priority 1

Base 2000 Australia and New Zealand

Description	Service Requirement	Target Service Level	Days Per Week	Priority
1.0 TRANSACTION/ENQUIRY RESPONSE TIME FROM TO/FROM AUSTRALIA CONNEX SYSTEM	2.5 SECONDS RESPONSE TIME MEASURED FROM CERTEGY SUPPLIED ROUTER AT NAB PRODUCTION SITE, TO MAINFRAME APPLICATION AND BACK TO CERTEGY SUPPLIED ROUTER AT NAB PRODUCTION SITE.	100% OF USER INITIATED TRANSACTIONS AUSTRALIA MARKET	SUNDAY-SATURDAY	1
2.0 TRANSACTION/ENQUIRY RESPONSE TIME FROM TO/FROM NEW ZEALAND CONNEX SYSTEM	2.5 SECONDS RESPONSE TIME- MEASURED FROM CERTEGY SUPPLIED ROUTER AT NAB PRODUCTION SITE TO MAINFRAME APPLICATION AND BACK TO CERTEGY SUPPLIED ROUTER AT NAB PRODUCTION SITE.	100% OF USER INITIATED TRANSACTIONS NEW ZEALAND MARKET	SUNDAY-SATURDAY	1
3.0 STATEMENT PRODUCTION FILES	FILE AVAILABLE FOR DISPATCH TO NAB PRODUCTION SITE AFTER ACCOUNT CYCLING MEASURED UPON COMPLETION OF STATEMENT CREATION JOBS.	95% of the Business Days the file will be available for transmission by the times referred to as the processing requirement on the 1st Business Day following scheduled cycle start day.	MONDAY-SATURDAY	
	0500)LOCAL TIME-AUSTRALIA MARKET			2
	0400)LOCAL TIME -NEW ZEALAND MARKET			2

(9) All times referred to herein are in local Melbourne time

cycle start day.

100% OF THE  
BUSINESS DAYS THE  
FILE WILL BE  
AVAILABLE FOR  
TRANSMISSION BY  
THE TIMES  
REFERRED TO AS  
THE PROCESSING  
REQUIREMENT ON  
THE 2ND BUSINESS  
DAY FOLLOWING  
SCHEDULED CYCLE  
START DAY.

4.0 POSTING SCHEME TRANSACTIONS.	TRANSACTIONS RECEIVED IN THE AGREED UPON WINDOW WILL BE PROCESSED WITHIN NIGHTLY BATCH, MEASURED UPON COMPLETION OF POSTING JOBS.	97% of files in that Business Day's cycle.	MONDAY-FRIDAY	
	AUSTRALIA MARKET	Each individual file will be included in that Business Day's cycle not less		1
	NEW ZEALAND MARKET	than 95% of Business Days 100% by next Business Day.		1
5.0 PAYMENTS TRANSACTIONS	TRANSACTIONS RECEIVED IN THE AGREED UPON WINDOW WILL BE PROCESSED WITHIN NIGHTLY BATCH CYCLE MEASURED UPON COMPLETION OF POSTING JOBS TO POST PAYMENTS.	100%	MONDAY-FRIDAY	
	AUSTRALIA MARKET			1
	NEW ZEALAND MARKET			1
6.0 DAILY CARD EMBOSsing FILES	FILE AVAILABLE FOR DISPATCH TO NAB	95% OF THE BUSINESS DAYS	MONDAY-FRIDAY	

NEW AND REPLACEMENT CARDS	PRODUCTION SITE. MEASURED BASED ON COMPLETION OF JOB DURING NIGHTLY BATCH TO CREATE EMBOSSING FILE	FILE AVAILABLE FOR TRANSMISSION 1st BUSINESS DAY FOLLOWING SCHEDULED CYCLE START DAY	1
	0400 LOCAL TIME-AUSTRALIA MARKET	100% OF THE BUSINESS DAYS THE FILE WILL BE TRANSMITTED THE 2ND BUSINESS DAY FOLLOWING SCHEDULED START DAY	1
	0500 LOCAL TIME -NEW ZEALAND MARKET		
7.0 MONTHLY EMBOSSING FILES-RENEWALS	FILE AVAILABLE FOR DISPATCH TO NAB PRODUCTION SITE MEASURED BASED ON COMPLETION OF JOB DURING NIGHTLY BATCH TO CREATE EMBOSSING FILE.	FILE TO BE ON SCHEDULE 100% OF RECORDED DAYS WITHIN THE MONTH	
	0700 LOCAL TIME-AUSTRALIA MARKET	AUS MARKET- MORNING OF 1st SUNDAY FOLLOWING THE 15TH OF EACH MONTH	
	0600 LOCAL TIME NEW ZEALAND MARKET	NZ MARKET- ON MORNING OF 4TH SATURDAY OF EACH MONTH	1
			1
8.0 DAILY REPORTS	ALL REPORTS TRANSMITTED TO NAB PRODUCTION DATA CENTER DEPENDING ON START OF NIGHTLY BATCH	95% of the Business Days the reports will be transmitted	2
	0700 LOCAL TIME-AUS MARKET		
		MONDAY-SATURDAY	

	0500 LOCAL TIME-NZ MARKET	the 1st Business Day following scheduled cycle start day.		2
		100% OF THE BUSINESS DAYS THE REPORTS WILL BE TRANSMITTED BY 11:00 THE 1ST BUSINESS DAY FOLLOWING SCHEDULED CYCLE START DAY.		
9.0 HOT CARD FILES	0430 LOCAL TIME-AUSTRALIA MARKET	FILE TO BE ON SCHEDULE 100% OF RECORDED DAYS WITHIN THE MONTH	MONDAY-FRIDAY	1
	0700-NEW ZEALAND MARKET DAILY FILE TRANSMITTED TO NAB PRODUCTION. MEASURED BY COMPLETION OF BATCH JOB THAT CREATES HOT CARD FILE IN NIGHTLY BATCH			1
10.0 CYCLED ACCOUNT STATEMENT RECORD	GATEWAY FILE AVAILABLE FOR DISPATCH TO NAB PRODUCTION. MEASURED BY COMPLETION OF BATCH JOB THAT CREATES CYCLE ACCOUNT STATEMENT FILE IN NIGHTLY BATCH PROCESSES.	FILE TO BE ON SCHEDULE 100% OF RECORDED DAYS WITHIN THE MONTH	MONDAY-FRIDAY	
	04:45 AUSTRALIA MARKET			1
	24:00 NEW ZEALAND MARKET			1

11.0 FILE TRANSFER TO TMZ (NEW ZEALAND ONLY)	FILE TRANSMITTED 10 TMZ FIVE HOURS POST BATCH. MEASURED BY COMPLETION OF BATCH JOB THAT CREATES TMZ FILE IN NIGHTLY BATCH PROCESSES.	FILE TO BE ON SCHEDULE 100% OF RECORDED DAYS WITHIN THE MONTH	SUNDAY-SATURDAY	2
	5 HOURS AFTER BATCH COMPLETES			
	NEW ZEALAND MARKET			
12.0 TRANSACTION ADDENDUM DATA	GATEWAY FILE AVAILABLE FOR DISPATCH TO NAB PRODUCTION. MEASURED BY COMPLETION OF BATCH JOB THAT CREATES THE TRANSACTION ADDENDUM FILE IN NIGHTLY BATCH PROCESSES.	FILE TO BE ON SCHEDULE 100% OF RECORDED DAYS WITHIN THE MONTH	SUNDAY-SATURDAY	
	04:30 AUSTRALIA MARKET			1
	04:30 NEW ZEALAND MARKET			1
13.0 OVERNIGHT BATCH COMPLETE	0700 AUSTRALIA MARKET	95%	SUNDAY-SATURDAY	1

	0700 NEW ZEALAND MARKET	95%		1
	1100 AUSTRALIA MARKET	100%		1
	1100 NEW ZEALAND MARKET	100%		1
14.0 STATEMENTS ONLINE ACCESS	AVAILABLE FOR ONLINE QUERY 07:30 TO 23:00	99.5% DURING THE MONTH	SUNDAY-SATURDAY	
	AUSTRALIA MARKET			A
	NEW ZEALAND			A
15.0 TRANSACTION/ENQUIRY RESPONSE TIMES-THE NATIONAL VDU TERMINALS	AVERAGE 0.2 SECONDS INTERNAL HOST RESPONSE TIME NOT END TO END RESPONSE TIME	95% OF USER INITIATED ON-LINE TRANSACTIONS	SUNDAY-SATURDAY	
	AUSTRALIA MARKET			A
	NEW ZEALAND MARKET			A
16.0 STATEMENTS-ONLINE ACCESS RESPONSE TIME	AVERAGE 0.2 SECONDS INTERNAL HOST RESPONSE TIME NOT END TO END RESPONSE TIME	98% OF RESPONSES PER MONTH	SUNDAY-SATURDAY	
	AUSTRALIA MARKET			A
	NEW ZEALAND MARKET			A

17.0 ABILITY TO ADD/CHANGE APPLICATION PARAMETERS	IMPLEMENTATION OF ACCEPTED BUSINESS PARAMETER CHANGES TO AGREED SCHEDULES	99%	SUNDAY-SATURDAY	
	AUSTRALIA MARKET			2
	NEW ZEALAND MARKET			2
18.0 ABILITY TO ADD STATEMENT MESSAGES	ONLINE ACCESS TO ADD STATEMENT MESSAGES	99%	SUNDAY-SATURDAY	
	AUSTRALIA MARKET			A
	NEW ZEALAND MARKET			A
19.0 MONTHLY REPORTING	ALL MONTHLY REPORT FILES TRANSMITTED TO NAB PRODUCTION DATA CENTER AND READY TO BE PRINTED BY 12:00 ON THE FIRST BUSINESS DAY AFTER THE REPORTS ARE SCHEDULED TO RUN	100%	SUNDAY-SATURDAY	A
	AUSTRALIA MARKET			A
	NEW ZEALAND MARKET			A
20.0 DIRECT DEBITS TO BE PROCESSED BY CAMS	FILE TO BE DELIVERED BY 24:00 FOLLOWING PROCESSING DAY FOR CAMS AUSTRALIA MARKET	100%	SUNDAY-SATURDAY	2

21.0 TRANSACTION DATA

TODAY'S MONETARY DATA 100%  
PRODUCES A GATEWAY  
FILE. REQUIRED BY 04:30

SUNDAY-SATURDAY

AUSTRALIA MARKET	1
NEW ZEALAND MARKET	1

Chart 9

Critical Applications and Systems

Description	Service Requirement	Relevant Chart
NAME	DESCRIPTION	CHART 1
NAME 2	DESCRIPTION	CHART 2
	ETC	

Service Credit Table C-1

Base 2000 Cardholder System Availability - Australia

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDIT PER 1-3 OCCURRENCES	SERVICE CREDIT 4 OR MORE OCCURRENCES
Each Additional 30 Min.	2.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>150 Min. to 180 Min.	6.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>120 Min. to 150 Min.	3.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>90 Min. to 120 Min.	2.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>60 Min. to 90 Min.	1.75% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>30 Min. to 60 Min.	0.75% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>10 to 30 Min.	0.5% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
0 to 10 Min (MSL)	0	
Occurrences in a calendar month	1 to 3 - per each occurrence	4 & above- per each occurrence

Service Credit Table C-2

Base 2000 Cardholder System Availability - New Zealand

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDIT PER 1-3 OCCURRENCES	SERVICE CREDIT 4 OR MORE OCCURRENCES
Each Additional 30 Min.	2.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>150 Min. to 180 Min.	6.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>120 Min. to 150 Min.	3.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>90 Min. to 120 Min.	2.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount

>60 Min. to 90 Min.	1.75% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>30 Min. to 60 Min.	0.75% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>10 to 30 Min.	0.5% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
0 to 10 Min (MSL)	0	
Occurrences in a calendar month	1 to 3 -- per each occurrence	4 & above- per each occurrence

Service Credit Table C-3

Base 2000 Collections System Availability - Australia

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDIT PER 1-3 OCCURRENCES	SERVICE CREDIT 4 OR MORE OCCURRENCES
Each Additional 30 Min.	2.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>150 Min. to 180 Min.	6.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>120 Min. to 150 Min.	3.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>90 Min. to 120 Min.	2.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>60 Min. to 90 Min.	1.75% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>30 Min. to 60 Min.	0.75% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>10 to 30 Min.	0.5% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
0 to 10 Min (MSL)	0	
Occurrences in a calendar month	1 to 3 - per each occurrence	4 & above- per each occurrence

Service Credit Table C-4

Base 2000 Collections System Availability - New Zealand

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDIT PER 1-3 OCCURRENCES	SERVICE CREDIT 4 OR MORE OCCURRENCES
Each Additional 30 Min.	2.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>150 Min. to 180 Min.	6.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>120 Min. to 150 Min.	3.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>90 Min. to 120 Min.	2.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>60 Min. to 90 Min.	1.75% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>30 Min. to 60 Min.	0.75% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>10 to 30 Min.	0.5% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
0 to 10 Min (MSL)	0	
Occurrences in a calendar month	1 to 3 - per each occurrence	4 & above- per each occurrence

Service Credit Table C-5

Base 2000 Authorization System Availability - Australia

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDITS PER 1-3 OCCURRENCES	SERVICE CREDITS PER 4+ OCCURRENCES
Each additional 30	0.5% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>30-60	2.5% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
>20-30	1.75% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount

>10 to 20	0.5% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
<10 minutes (MSL) Occurrences in a calendar month	0 1 to 3 - per each occurrence	4 & above- per each occurrence

SERVICE CREDIT TABLE C-6

BASE 2000 AUTHORIZATION SYSTEM AVAILABILITY - NEW ZEALAND

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDITS PER 1-3 OCCURRENCES	SERVICE CREDITS PER 4+ OCCURRENCES
-----	-----	-----
Each additional 30	0.5% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>30-60	2.5% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>20-30	1.75% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
>10 to 20	0.5% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
<10 minutes (MSL) Occurrences in a calendar month	0 1 to 3 - per each occurrence	4 & above- per each occurrence

SERVICE CREDIT TABLE C-7

HELPDESK SERVICES

Mean time to answer No service credit is applicable for this service

SERVICE CREDIT TABLE C-8

BASE 2000 CRITICAL PROCESSES COMPLETION SCHEDULE AUSTRALIA

PRIORITY MISSED	SERVICE CREDIT APPLICABLE PER 1-3 OCCURRENCES	SERVICE CREDIT PER 4+ OCCURRENCES
Priority 1 Missed	1.5% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
Priority 2 Missed	1.0% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
Priority 3 Missed	0.8% of Monthly Mainframe Charges times 0.75	One and a half times the 1 to 3 occurrence amount
Occurrences in a calendar month	1 to 3 -per each occurrence	4 & above- per each occurrence

SERVICE CREDIT TABLE C-9

BASE 2000 CRITICAL PROCESSES COMPLETION SCHEDULE NEW ZEALAND

PRIORITY MISSED	SERVICE CREDIT APPLICABLE PER 1-3 OCCURRENCES	SERVICE CREDIT PER 4+ OCCURRENCES
Priority 1 Missed	1.5% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
Priority 2 Missed	1.0% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
Priority 3 Missed	0.8% of Monthly Mainframe Charges times 0.25	One and a half times the 1 to 3 occurrence amount
Occurrences in a calendar month	1 to 3 -per each occurrence	4 & above- per each occurrence

Schedule S of

Transaction Document #01-01

Network Tower

Performance Standards, Minimum Service levels, and Service Credits

1.0 INTRODUCTION

1.1 IBM and Certegy have developed detailed Performance Standards and Minimum Service Levels that will adequately measure and track the performance of Services provided by IBM.

1.2 This Schedule S describes:

1.2.1. The Performance Standards and Minimum Service Levels for the defined Services which IBM is required to meet during the term of the Transaction Document. Such Performance Standards and Minimum Service Levels are set forth in Charts C-1 through C-3 of Exhibit C-1 to this Schedule S; the effective date for each of the attendant Service Credits is identified in the attached Charts in the section titled "Implementation Criteria";

1.2.2. Service Credits as applicable in accordance with Section 9.9 of the Master Agreement, should IBM fail to meet the Minimum Service Levels as set forth in this Schedule; and

1.2.3. Certain Certegy responsibilities.

2.0 DEFINITIONS

- 2.1 "ACTUAL UPTIME" means, out of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined Application is actually available for use by Authorized Users.
- 2.2 "APPLICATION" means individual subsystems or environments comprising the Applications Software.
- 2.3 "AVAILABILITY" means Actual Uptime plus Excusable Downtime divided by Scheduled Uptime. For purposes of determining whether IBM's performance meets any Performance Standard and Minimum Service Level, Availability will be measured based on a monthly average during each calendar month of the term of this Transaction Document, to be calculated once monthly within ten (10) business days following the end of each calendar month.

- 2.4 "EXCUSABLE DOWNTIME" means, out of the Scheduled Uptime, the aggregate number of hours in any calendar month during which the Host System and/or each defined Critical Business Application System as defined in Schedule G Mainframe Attachment 2 is down due to action or inaction by Certegy or due to a Force Majeure Event, which failure is not attributable to IBM's failure to exercise due care including, without limitation, failure to provide proper preventive or remedial maintenance.
- 2.5 "HOST SYSTEM" means Machines and related Systems Software.
- 2.6 "MEASUREMENT PERIOD" means the time intervals for monitoring, evaluating and calculating IBM's performance against the Performance Standards and Minimum Service Levels and the Service Credits, if any.
- 2.7 "MINIMUM SERVICE LEVEL" or "MSL" means the level of performance set forth in Charts C-1 through C-3 of Exhibit C-1.
- 2.8 "RESPONSE TIME" means the time taken to initiate the procedures and tasks outlined in the Procedures Manual for System and Network problems.
- 2.9 "RESOLUTION TIME" means the time taken to complete the procedures and tasks outlined in the Procedures Manual for System and Network problems.
- 2.10 "SCHEDULED DOWNTIME" means, out of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined Critical Business Application System is scheduled to be unavailable for use by Authorized Users due to such things as preventive maintenance, system upgrades, etc. The Parties must mutually agree on Scheduled Downtime.
- 2.11 "SERVICE PERIODS" means the days of the week and hours per day that the Host System and/or each defined Critical Business Application System is scheduled to be available for use by Authorized Users as set forth in Exhibit C-1, subject to adjustment for mutually agreed upon Scheduled Downtime.
- 2.12 "SCHEDULED UPTIME" means of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined Critical Business Application System is scheduled to be available for use by Authorized Users.
- 2.13 "UNAVAILABILITY" means actual downtime less Scheduled Downtime divided by Scheduled Uptime. For purposes of determining whether IBM's performance meets any Performance Standard and Minimum Service Level, Unavailability will be measured based on a monthly average during each calendar month of the term of the Transaction Document, to be calculated once monthly within ten (10) business days following the end of each calendar month.

All capitalized terms used and not defined in this Schedule S shall have the same meanings given them elsewhere in the Agreement.

### 3.0 REPORTING

3.1 By the tenth (10th) business day of each calendar month during the term of the Transaction Document, IBM will submit to Certegy a report or set of reports assessing IBM's performance against the Performance Standards and the Minimum Service Levels during the previous calendar month and detailing IBM's performance in those categories identified on Charts C-1 through C-3. IBM will also be responsible for promptly investigating and correcting failures including failures to meet such Performance Standards and Minimum Service Levels by:

3.1.1. initiating problem investigations to identify root causes of failures;

3.1.2. promptly reporting problems to Certegy that reasonably could be expected to have a material adverse effect on Certegy or its Authorized Users operations; and

3.1.3. making written recommendations to Certegy for improvement in procedures.

3.2 In addition to any Service Credits required by the Agreement and Section 8 hereof, IBM with Certegy's assistance shall diligently identify root causes, correct problems and minimize recurrences of missed Performance Standards and Minimum Service Levels for which it is responsible. IBM will provide Certegy with a report describing the results of its root cause analysis and other facts relating to IBM's failure to attain MSLs. Certegy will use commercially reasonable efforts to correct and minimize the recurrence of problems for which Certegy is responsible and which prevent IBM from meeting the Performance Standards and Minimum Service Levels.

### 4.0 PERIODIC REVIEWS

4.1 Performance Standards and Minimum Service Levels will be reviewed and adjusted, if applicable, by the IPT. Any such changes will be implemented through the Change Control Process. The Parties intend that the Performance Standards and Minimum Service Levels will not be less favorable to the Certegy Group during the term of the Transaction Document to which they are applicable than they are at the initiation of the Services pursuant to such Transaction Document, and will be improved over time. Any adjustments to applicable Performance Standards and Minimum Service Levels will be based upon:

4.1.1 Technology changes to the environment.

4.1.2 Certegy or its Authorized Users' business change.

4.2 Otherwise, the Performance Standards and Minimum Service Levels will remain the same.

## 5.0 BENCHMARKS

5.1 Should a change to any of the factors listed in Section 4.0 influence or determine the attainment of a Performance Standard and Minimum Service Level (e.g., software or hardware changes), IBM and Certegy may create mutually agreed upon parameters against which a benchmark will be taken both prior to and subsequent to such change in order that the affected Performance Standard and Minimum Service Level can be adjusted on a mutually agreeable basis accordingly.

5.2 IBM may not be obligated for Service Credits during the benchmarking period to the extent that such change prohibits IBM from meeting such Minimum Service Levels.

## 6.0 PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL IMPACT

6.1 For any calendar month for which, based on capacity planning activities utilizing Certegy business projections and IBM's historical trend analysis, IBM has provided written performance recommendations to Certegy to allow for continued Performance Standard and Minimum Service Level attainment with lead time reasonably sufficient for Certegy to verify and implement such recommendations, and these recommendations are valid but declined by Certegy or Certegy does not respond to IBM's recommendations, then IBM will be relieved of its Network related Performance Standard and Minimum Service Level obligations for any calendar month for the environments for which recommendations were made and the capacity was exceeded, to the extent that the root cause analysis of such Performance Standard and/or Minimum Service Level failure demonstrates that the root cause was Certegy's refusal to accept and implement such recommendations. Further, IBM shall be relieved of its performance obligations under the Performance Standards and Minimum Service Levels for any calendar month should the root cause analysis demonstrate that IBM's failure to satisfy such Performance Standard or Minimum Service Level was due to the fact that the limited Network capacity resources estimated by Certegy and provided by IBM were not sufficient to perform the Services.

## 7.0 PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL CRITERIA

7.1 Changes to the Performance Standards, Minimum Service Levels and/or Service Periods must be made in writing and approved by the IPT.

## 8.0 SERVICE CREDITS

8.1 In accordance with Section 3.2 of the Master Agreement, should IBM fail to achieve the Minimum Service Levels as set forth in Exhibit C-1, IBM will pay Service Credit(s) to Certegy. IBM will be relieved of responsibility in accordance with this Schedule S for any Minimum Service Level(s) and any associated Service Credits to the extent affected by the items described below where IBM's failure to meet the Minimum Service Level(s) is due to:

- 8.1.1. problems resulting from the capacity being provided by IBM being in accordance with the levels requested by Certegy's, being demonstrated through root-cause analysis to be insufficient to allow completion of the scheduled application within the required Minimum Service Level for that application;
- 8.1.2. problems determined to be caused by the actions or inaction of Certegy's personnel;
- 8.1.3. changes made to the environment by Certegy directly or by IBM personnel in response to a request form duly authorised Certegy personnel through the recognised work order or Change Control Process;
- 8.1.4 Certegy's change in prioritisation of available resources;
- 8.1.5. Certegy's failure to perform Certegy's obligations as set forth in the Master Agreement and the Schedules to the extent such failure affects IBM's ability to perform the Services at the specified Minimum Service Levels (e.g., provision of adequate system capacity to provide the Minimum Service Level commitments, environmental factors/facilities, Certegy procedural errors);
- 8.1.6. performance or non-performance by Certegy's third party vendors and suppliers;
- 8.1.7. circumstances that constitute a Force Majeure Event as specified in Section 17.3 of the Master Agreement.
- 8.1.8. Failure of the services provided by the carrier, in terms of network service delivery where such failure is not due to an action or inaction by IBM;
- 8.1.9. problems resulting from the application being provided by Certegy being demonstrated through root-cause analysis to be insufficient to allow completion or overall throughput of the scheduled application to allow achievement of the required Minimum Service Level for that application; or
- 8.1.10. the Minimum Service Levels have not been demonstrated to be deliverable within the production service within a ninety (90) day benchmarking period as defined in Section 7.6.1 of Schedule S - Mainframe Tower in which the application is operational within the production environment and subject to the full transaction loads of the application service.

8.2 The applicable Service Credits shall be determined or calculated as follows:

- 8.2.1. For failure to meet the Minimum Service Level in any of the defined Service categories, the Service Credit will be determined as set forth in Exhibit C-1.

8.2.2. In no event will IBM be liable for more than twenty percent (20%) of the network support fee, excluding the carrier costs, billed to Certegy for the Services for that month.

Exhibit C-1

Performance Standards and Minimum Service Levels

CHART C-1: AUTHORIZED USER PROBLEM SEVERITY LEVELS

SEVERITY	DESCRIPTION
Severity 1	CRITICAL - The service, product or Network is unusable. The Authorized User is completely out of service and unable to do any productive work and/or the Network, system or product desired is not available.
Severity 2	MAJOR - Authorized Users can connect to the Network but normal services and/or functions are either interrupted or severely degraded. The Authorized User may perform work but not at expected levels of performance and productivity.
Severity 3	MINOR - A problem exists in the Network but has not resulted in significant interruption or degradation to Authorized Users.

For Severity 1 and Severity 2 problems, IBM will ensure it, will respond immediately to address the problem and work continuously to resolve the problem to the mutual satisfaction of Certegy's, its Authorized Users, the network suppliers and IBM. If Certegy resources are required for testing, Certegy will ensure that these resources are available.

CHART C-2: RESOLUTION TIME TARGETS

SEVERITY	SOLUTION OR BYPASS TARGETS
1	99% within 1 Hour, 100% within 2 Hours of notification
2	99% within 2 Hours, 100% within 4 Hours of notification
3	95% within 12 Hours, 100% within 48 hours of notification

CHART C-2: NETWORK PERFORMANCE TARGETS

NETWORK RELIABILITY	PACKET DELIVERY OBJECTIVE
Sustained Information Rate delivery within Australia	99.9%

NETWORK SITE AVAILABILITY	OBJECTIVE
Standard without backup	99.0%

CHART C-3: NETWORK PROBLEM MANAGEMENT TARGETS

SEVERITY	FIRST REACTION	UPDATE FREQUENCY
1	99% within .5 Hour	Every 1 Hour
2	99% within 1 Hour	Every 2 Hours
3	95% within 2Hours	Daily

- The First Reaction time is defined as: "The elapsed time from the initial problem reporting until IBM takes some kind of remedial action (and updates the problem record with the action and notifies Certegy). This is usually the time spent in first level problem determination".
- The Update Frequency is defined as: "The maximum time allowed before a status update must be made to a problem. Note: update frequency is a guideline that should be met UNLESS another agreement is reached between the IBM and Certegy. For example, if IBM requires a log that is needed for part of the problem resolution process, but the log will not be available until the next morning, there is no need for further updates before that time."

Service Credit Table C-1

Network Availability and Response Time Based on Severity Level

SEVERITY LEVEL MISSED	SERVICE CREDIT APPLICABLE PER 1-3 OCCURRENCES	SERVICE CREDIT PER 4+ OCCURRENCES
Severity 1 Missed	6.0% of Network Support Fee	One and a half times the 1 to 3 occurrence amount
Severity 2 Missed	4.0% of Network Support Fee	One and a half times the 1 to 3 occurrence amount
Severity 3 Missed	2.0% of Network Support Fee	One and a half times the 1 to 3 occurrence amount
Occurrences in a calendar month	1 to 3 -per each occurrence	4 & above- per each occurrence

Certegy Provided Office Furnishing and Facilities

1. Certegy undertakes solely to provide the accommodation and associated services specified in Table 1 to the identified and agreed IBM staff. The staff to be located at the Certegy location are listed by position in table 1, which will be updated and maintained through the term of this Transaction Document.
2. The services to be provided to the staff are taken to be the services that would be typically provided as part of a serviced office environment in substantially the same manner and environment provided to Certegy staff and shall include desk, telephone service, access to a LAN providing a gateway to the IBM network and normal amenities including LAN printing and photocopy facilities.
3. Car park services or allocations are not expected to be provided to the IBM staff as part of this service unless otherwise agreed on a case by case basis.
4. The office accommodation and associated services are to be provided to IBM free of charge.
5. It is expected that the IBM staff will be engaged in work directly related to the support of the Certegy services agreement whilst located at the Certegy location
6. It is expected that in some cases IBM staff will be able to share office services.
7. The office accommodation will be smoke-free, provide accessibility for people with walking difficulties and be compliant with accepted occupational health and safety standards.
8. The office environment is to be secure or to provide secure storage, at a level that a key or security pass is required for access.
9. The office environment is to be accessible on a seven (7) day a week twenty-four (24) hour a day basis as required to meet the service requirements of Certegy.
10. If IBM elects to add staff from time to time in addition to the equivalent number of staff in Table 1 to this Schedule, any cost associated with acquiring/installing cubicles or office furnishings, wiring, telephone, chairs, copiers or fax machines will be the responsibility of IBM and will be dependent on space availability and prior approval of Certegy.
11. The staff listed in table 1 may be changed at any time during the term of this Transaction Document upon agreement of Certegy and IBM.

Table 1: Office accommodation to be provided for IBM by Certegy

POSITION	OFFICE	DESK	PHONE	LAN ACCESS
-----	-----	-----	-----	-----
1 x Project Executive	Yes	Yes	Yes	Yes
1 x Project Office Manager	No	Yes	Yes	Yes
1 x MVS SDM	No	Yes	Yes	Yes
1 x Drop desk	No	Yes	Yes	Yes

Schedule U

Transaction Document 01-01

Bill of Sale

IBM Bill of Sale

INTERNATIONAL BUSINESS MACHINES CORPORATION, having offices at Route 100, Somers, New York 10589 ("Seller"), for consideration of one dollar (\$1.00) the receipt of which is hereby acknowledged, paid by \_\_\_\_\_, a corporation having a place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Purchaser"), by this Bill of Sale does sell, transfer, grant and convey to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the equipment, goods and other assets (all of the foregoing being hereinafter collectively referred to as the "Property"), made and effective as of \_\_\_\_\_, 200\_. Seller warrants that it has clear title to the Property free of any liens and encumbrances.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the \_\_\_ day of \_\_\_\_\_, 200\_.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By \_\_\_\_\_  
Authorized Signature

-----  
Name (Type or Print) Date

Certegy Inc. Bill of Sale

Certegy Inc., a corporation having a place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Seller"), for consideration of \_\_\_\_\_ (\$\_\_\_\_\_) the receipt of which is hereby acknowledged, paid by a division of International Business Machines Corporation, having its headquarters at Route 100, Somers, New York 10589 ("Purchaser"), by this Bill of Sale does sell, transfer, grant and convey to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the equipment, goods and other assets (all of the foregoing being hereinafter collectively referred to as the "Property"), made and effective as of \_\_\_\_\_, 200\_. Seller warrants that it has clear title to the Property free of any liens and encumbrances.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the \_\_\_ day of \_\_\_\_\_, 200\_.

CERTEGY INC.

By -----

Authorized Signature

-----  
Name (Type or Print) Date

Schedule V of

Transaction Document #01-01

Key Positions

This Schedule lists the Key Positions pursuant to the Master Agreement and this Transaction Document. The list of Key Positions will be updated as agreed through the term of this Transaction Document.

STAFF POSITION	NAME
- - - - -	- - - - -
Project Executive	Jim Kilsby

CONFIDENTIAL TREATMENT REQUESTED.

CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN  
REDACTED PURSUANT TO A REQUEST FOR CONFIDENTIAL  
TREATMENT PREVIOUSLY GRANTED BY THE COMMISSION UNDER  
OF THE SECURITIES AND EXCHANGE ACT OF 1934,  
AS AMENDED, AND THE SPECIFIC PORTIONS THAT THE  
REGISTRANT DESIRES TO BE KEPT CONFIDENTIAL ARE  
MARKED WITH \*\*\* AT THE REDACTED PORTION AND FOOTNOTED  
"CONFIDENTIAL MATERIAL REDACTED AND FILED SEPARATELY  
WITH THE COMMISSION"

Transaction Document      February 25, 2003  
CERTEGY/IBM CONFIDENTIAL

MASTER AGREEMENT FOR OPERATIONS SUPPORT SERVICES  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)

1.0 INTRODUCTION

This Transaction Document, effective as of March 5, 2003 (the "Effective Date"), is entered into by Certegy Inc., a corporation having its primary place of business at 11720 Amber Park Drive, Alpharetta, Georgia 30004 ("Certegy"), and International Business Machines Corporation ("IBM"), having offices located at Route 100, Somers, New York 10589. The Services (as defined herein) will be provided by IBM to Certegy under the terms and conditions of the Master Agreement for Operations Support Services dated June 29, 2001 between Certegy and IBM, as amended from time to time (the "Master Agreement"), and this Transaction Document, its Supplement and its Schedules A through V attached hereto for each Tower (this "Transaction Document"). Terms and conditions that are specific to this Transaction Document, but do not deviate from or conflict with the provisions of the Master Agreement, are set forth in Section 4.0 hereof entitled "Transaction Unique Terms." Terms and conditions of this Transaction Document that deviate from or are in conflict with the Master Agreement are set forth in Section 5.0 hereof entitled "Deviations from Terms of the Master Agreement." In the event of a conflict between the provisions of this Transaction Document and the Master Agreement, the provisions of the Master Agreement shall be controlling except for the deviating and conflicting provisions set forth in Section 5.0 hereof, which will control over the provisions of the Master Agreement.

2.0 DEFINITIONS

Terms capitalized herein but not defined herein shall have the meaning set forth in the Master Agreement and the Schedules attached hereto. Terms capitalized and defined herein shall have the meaning set forth herein.

- a. Commencement Date has the meaning set forth in Section 4.1 herein.
- b. Contract Year means the consecutive twelve month period beginning September 1 continuing through August 31 of the following year during the Term of this Transaction Document. The first Contract Year shall begin on September 1, 2003.
- c. Custom Utility Software means code which causes the Applications Software and/or Systems Software and/or the Machines and/or Services to function, operate and/or communicate as part of an integrated compatible system in connection with the Services.
- d. Customer Data means any information contained in a Customer Database.
- e. Customer Database means any database at any time established (whether in magnetic, paper or other form) by, or on behalf of, or at the direction of, Certegy or an Authorized

User under this Transaction Document which contains information relating to Certegy or its Authorized Users (including account and transaction data).

- f. Certegy Data Center means the Certegy data center located in St. Petersburg, Florida, from which IBM provides the majority of the Services.
- g. Disaster Recovery Plan has the meaning set forth in Schedule G to this Transaction Document.
- h. Effective Date has the meaning set forth in Section 1.0 herein.
- i. Excusable Downtime has the meaning set forth in Schedule S to this Transaction Document.
- j. Facilities--means any location: (1) owned, leased, rented, or used by Certegy that IBM may use in providing the Services; and (2) that is listed in Schedule T (Facilities).
- k. IBM Data Center means the IBM data center from which IBM provides console operations activities in support of the Services.
- l. IBM Help Desk means an IBM Customer Service Center from which IBM provides Help Desk Services.
- m. IBM Logo Products means products made generally available by IBM or an Affiliate of IBM and bearing a logo of IBM and/or an IBM Affiliate.
- n. Master Agreement has the meaning set forth in Section 1.0 herein.
- o. Procedures Manual has the meaning set forth in Section 4.6 herein.
- p. Scheduled Downtime has the meaning set forth in Schedule S to this Transaction Document.
- q. Sensitivity Factor has the meaning set forth in Schedule J 3.0 to this Transaction Document.
- r. Services has the meaning set forth in Section 3.1 herein.
- s. Systems management Control (SMC) has the meaning set forth in Section 4.5 herein.
- t. Transaction Document has the meaning set forth in Section 1.0 herein.
- u. Transition Plan means the plan for transition set forth in Schedule H to this Transaction Document.

### 3.0 SERVICES, CHARGES AND CREDITS

#### 3.1 SERVICES

IBM will provide to Certegy the Services for the Mainframe Tower:

- Mainframe Tower includes:
  - Help Desk Services
  - Desktop Services
  - SNA Network Services

The scope and composition of the Services and the responsibilities of the Parties with respect to the Services are detailed in each Schedule E to this Transaction Document with respect to the Mainframe Tower, and Schedules A through V attached hereto.

Any existing and future Projects under this Transaction Document for which IBM will be responsible will be described in Schedule N. Schedule N shall include, but not be limited to, project management, design, testing, documentation, implementation and training responsibilities for each Project and the charges with respect thereto.

#### 3.2 CHARGES AND CREDITS

In addition to other provisions in the Master Agreement and this Transaction Document addressing charges and credits, the Supplement and Schedule J hereto entitled "Charging Methodologies," set forth the pricing, charging methodologies and measures of utilization for the Services including, without limitation, the Baselines of Resource Units to be provided to Certegy by IBM hereunder, the Monthly Charges, Termination Charges and charges and credits for additional and reduced resources. Further, Schedule J and Schedule S hereto entitled "Service Levels and Service Credits" set forth certain credits to Certegy and/or charges to IBM.

#### 4.0 TRANSACTION UNIQUE TERMS

The terms and conditions in this Section 4 are in addition to the terms and conditions set forth in the Master Agreement, are specific to the Services arrangement described in this Transaction Document and are not intended to conflict with or deviate from any of the terms and conditions in the Master Agreement.

Transaction Document US     March 5, 2003  
CERTEGY/IBM CONFIDENTIAL

#### 4.1 TERM/COMMENCEMENT DATE

The term of this Transaction Document shall begin on the Effective Date and expire on August 31, 2013, unless earlier terminated in accordance with the terms of the Master Agreement or this Transaction Document. Except as provided in Section 4.3, the Commencement Date of Services is August 31, 2003.

#### 4.2 TECHNOLOGY REFRESH

IBM will refresh (including, without limitation, upgrade, replace, augment, enhance, etc.) the IBM Machines used by IBM to provide the Services to the extent provided to Certegy by IBM for this Transaction Document in accordance with Section 6.2.(a) of the Master Agreement, at a level and with a frequency that will enable IBM at all times to perform and provide the Services in accordance with this Transaction Document. Pursuant to Section 6.2(a) of the Master Agreement, IBM has provided the technology refresh plan to Certegy showing the timing of the hardware and software upgrades and/or hardware refresh points during the term of this Transaction Document that are included in the Monthly Charges and reflected in the Baseline prior to the Effective Date. IBM will advise Certegy of any proposed changes in its technology refresh procedures and plans during each Annual Planning Meeting referred to in Schedule J of this Transaction Document.

#### 4.3 TRANSITION

Schedule H to this Transaction Documents describes the Transition Plan, which shall begin upon the Effective Date of this Transaction Document. The Transition Plan, among other things, includes the joint development of the Desktop Refresh Plan by IBM and Certegy, including the rollout schedule of Desktop Refreshes ("Desktop Refreshes").

#### 4.4 RETURN OF CUSTOMER DATA

If requested by Certegy at any time during the term of this Transaction Document, IBM shall promptly provide to Certegy, its Authorized Users or its or their nominees, in a form readily useable, current and updated copies of the Customer Data and Customer Databases. Certegy shall reimburse IBM for its reasonable cost, if any, of providing such Customer Data and Customer Databases.

#### 4.5 SYSTEMS MANAGEMENT CONTROLS

During each Annual Planning Meeting referred to in Schedule J, IBM and Certegy will jointly review the Systems Management Control (SMC) procedures used by IBM, and IBM will make any reasonable changes that Certegy may request be made to the standard set of disciplines for managing the information systems used to provide the Services. This methodology will be applied to all the Services provided under this Transaction Document, shall be implemented as appropriate to the individual elements of the Services being provided, and shall be included in the Procedures Manual.

Transaction Document US March 5, 2003  
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#### 4.6 PROCEDURES MANUAL

The "Procedures Manual" shall be jointly developed by IBM and Certegy during the Transition Period and approved by Certegy. The Procedures Manual will govern the performance of each element of the Services and will establish appropriate operating procedures, including, without limitation, escalation and problem resolution procedures, for the Services. During the term of this Transaction Document, the Parties may incorporate New Services into the Services provided pursuant to this Transaction Document and will amend the Procedures Manual in writing accordingly. IBM shall perform all Services in accordance with the Procedures Manual and the Master Agreement.

#### 4.7 FACILITIES

a. Certegy will provide IBM at no charge with:

1. the use of space and support (including, without limitation, the use of copiers and fax machines) at Certegy's St. Petersburg, Florida; Alpharetta, Georgia; Tuscaloosa, Alabama; Madison, Wisconsin; and Salt Lake City, Utah locations (the "Facilities") reasonably necessary for the performance of the Services, which shall include all heat, light, power, air conditioning, uninterruptible power supply and other similar utilities, reasonable office space as shown in Schedule T of this Transaction Document, furniture, secure storage space and equipment staging facilities, local telephone service (long distance charges will be IBM's responsibility), office support services (including security and janitorial), and coordination of Facility access security requirements to be used by IBM in support of the Services. Certegy will provide IBM with reasonable access to the Facilities in order for IBM to perform its obligations hereunder in substantially the same manner as provided to Certegy employees performing similar job functions; and
2. the same or similar access to Certegy's workplace services, such as parking and cafeteria facilities, if any, as Certegy provides to its employees and Subcontractors.

b. If Certegy relocates a Facility, or the portion of a Facility used by IBM to provide the Services, Certegy will:

1. provide IBM with space and support in the new location that is comparable to the space and support provided in the previous location;
2. reimburse IBM for any one time or ongoing expenses incurred as a result of the relocation; and
3. if the relocation impacts IBM's ability to meet the Service Levels, relieve IBM from the affected Service Levels until the relocation is complete and the Service Levels are appropriately adjusted.

c. IBM's use of the Facilities does not constitute or create a leasehold interest.

To the extent that IBM's equipment or software is located at a Facility and such equipment and/or software is part of the System used to provide the Services, Certegy appoints IBM as Certegy's attorney-in-fact, with the full authority to act in its name and stead, for the limited purpose of executing, delivering and filing, in Certegy's name and on its behalf, financing statements and related filings in connection with such equipment and software. This limited power of attorney will be effective as of the Effective Date and will expire upon the expiration or earlier termination of this Transaction Document.

#### 4.8 ECONOMIC CHANGE ADJUSTMENT (ECA)

An annual Economic Change Adjustment (the "ECA") to certain specified charges set forth in the Supplement for this Transaction Document shall be determined and calculated in accordance with Section 3.0 of Schedule J to this Transaction Document. Such adjustment may increase or decrease the Annual Services Charges, ARCs, and RRCs ("Charges") in the Supplement. The Charges, to which the annual ECA will be applied, are specified in the Supplement and Schedule J to this Transaction Document.

#### 4.9 LIMITATIONS ON RIGHTS TO PERFORM SERVICES FOR OTHERS

Subject to Sections 8.4(c) and 11.2(d) of the Master Agreement, IBM will not:

- a. use information regarding the Certegy Business or skills which were obtained through association with Certegy and which provide Certegy with a competitive advantage in the Certegy Business to assist competitors of Certegy, including those identified in Section 4.9(b); nor
- b. REDACTED \*\*\*
- c. Use these Facilities or the System to provide services to any third party without prior written approval of Certegy.

#### 4.10 NOTICES

Notices pursuant to Section 17.10 of the Master Agreement, notifications will be addressed as follows:

For termination, breach or defaults, notify;

- -----

\*\*\* CONFIDENTIAL MATERIAL REDACTED AND FILED SEPARATELY WITH THE COMMISSION.

Transaction Document US March 5, 2003  
CERTEGY/IBM CONFIDENTIAL

In the case of IBM:

IBM Global Project Executive  
IBM Corporation  
1505 Windward Concourse  
Alpharetta, Georgia 30005  
Facsimile: 770-663-9448

with a copy to:

IBM General Counsel  
IBM Corporation  
Route 100  
Somers, New York 10589  
Facsimile: 914-766-8444

For all other notices:

In the case of IBM:

IBM Global Project Executive  
IBM Corporation  
1505 Windward Concourse  
Alpharetta, Georgia 30005  
Facsimile: 770-663-9448

IBM Project Executive  
11601 Roosevelt Boulevard  
St. Petersburg, Florida 33716

In the case of Certegy:

Chief Technology Officer  
Certegy Inc.  
11720 Amber Park Drive  
Suite 600  
Alpharetta, Georgia 30004

with a copy to:

Law Department  
Certegy Inc.  
11601 Roosevelt Boulevard  
TA-41  
St. Petersburg, Florida 33716

In the case of Certegy:

Chief Technology Officer  
Certegy Inc.  
11720 Amber Park Drive  
Suite 600  
Alpharetta, Georgia 30004

Chief Information Officer  
Certegy, Inc  
11601 Roosevelt Boulevard  
St. Petersburg, Florida 33716

#### 5.0 DEVIATIONS FROM TERMS OF THE MASTER AGREEMENT

The terms and conditions in this Section 5 are the terms and conditions that are deviations from or in conflict with the terms and conditions set forth in the Master Agreement.

Transaction Document US March 5, 2003  
CERTEGY/IBM CONFIDENTIAL

5.1 TERMINATION FOR CONVENIENCE Section 12.1(c) of the Master Agreement entitled "Termination" is modified for the purpose of this Transaction Document to the extent inconsistent with the following:

Subject to payment by Certegy of the applicable Termination Charges and Wind Down Expenses as described in Schedule J or its Supplements, Certegy may terminate this Transaction Document for convenience at anytime after three (3) years from the Commencement Date by giving one hundred eighty (180) days or more prior written notice to IBM.

5.2 REDACTED \*\*\*

5.3 REDACTED \*\*\*

5.4 REDACTED \*\*\*

5.6 RESOURCES AND FACILITIES

For purposes of this Transaction Document, Section 5.3(d) of the Master Agreement is modified as follows:

a. The first sentence is revised to read as follows:

IBM will have the right to change the location of the IBM activities associated with operating systems support, Help Desk and mainframe console operations provided as part of the Services under any Transaction Document with the prior written consent of Certegy (which consent shall not be unreasonably withheld) or upon the occurrence of a Force Majeure Event.

b. The following sentence is added at the end of the section:

Except as provided in the first sentence of this Section 5.3(d), IBM may not change the location of any other aspects of the Services, and the delivery of Services without the prior written consent of Certegy, which may be withheld in its sole discretion.

5.7 OTHER RIGHTS UPON TERMINATION

For purposes of this Transaction Document and each other outstanding Transaction Document on the date hereof, Section 12.6(g) of the Master Agreement is modified to read as follows:

- -----

\*\*\* CONFIDENTIAL MATERIAL REDACTED AND FILED SEPARATELY WITH THE COMMISSION.

Transaction Document US March 5, 2003  
CERTEGY/IBM CONFIDENTIAL

Upon the date of expiration or termination of the Agreement or any Transaction Document for any reason, the Certegy Group or its designee shall have the right to make offers of employment to any or all IBM employees performing Services on a substantially full time basis for the Certegy Group hereunder or under such Transaction Document, as applicable ("Service Employees"). Promptly after either Party provides the other Party written notice of termination or expiration, with the prior consent of each Service Employee (each of whom IBM will notify of Certegy's or its designee's interest), IBM agrees, subject to the agreement of the Service Employees, to supply Certegy or its designee with the names and resumes requested by Certegy or its designee for the purposes of exercising its rights under this Section 12.6, at no charge. Certegy's or its designee's rights under this Section 12.6 will take precedence over any IBM/employee employment contract or covenant that may otherwise limit an employee's right to accept employment with the Certegy Group or its designee.

5.8 COLA

The definition for "Cost of Living Adjustment ('COLA') in Section 2 of the Master Agreement shall not apply to this Transaction Document. All other references to Cost of Living Adjustment or COLA contained in the Master Agreement are hereby replaced by references to the ECA.

5.9 SCHEDULES AND SUPPLEMENTS

Following is a listing of the Schedules and the Supplement applicable to this Transaction Document.

Table of Attachments

SCHEDULE	SCHEDULE TITLE	SCHEDULES CONFIGURED		APPLICABILITY
		FOR EACH TOWER	STANDARD SCHEDULES	
A	Applications Software	X		Each Tower
B	Systems Software	X		Each Tower
C	Certegy Provided Hardware	X		Each Tower
D	IBM Machines	X		Each Tower
E	Services and Operational and Financial Responsibilities	X		Each Tower
F	Leases, Licenses and other Contracts	X		Each Tower
G	Disaster Recovery Services	X		Each Tower

H	Transition Plan	X		Each Tower
I	Network Locations	X		Network Tower
J	Charging Methodologies and Measures of Utilization		X	Common
K	Applications Installation Standards (Operating Environment IT Standards)	X		Each Tower
L	Security Procedures and Responsibilities--Data and Physical	X		Each Tower
M	Help Desk Services	X		Each Tower
N	Projects	X		Each tower
O	Affected Employees		X	Common
P	Maintenance Terms		X	Common
Q	Outstanding Employee Claims		X	Common
R	Service Transfer Assistance		X	Common
S	Performance Standards, Minimum Service Levels and Service Credits		X	Common
T	Certegy Provided Office Furnishings and Facilities	X		Each Tower
U	Bill of Sale		X	Common
V	Key Employees		X	Common

Transaction Document US March 5, 2003  
 CERTEGY/IBM CONFIDENTIAL

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS TRANSACTION DOCUMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS TRANSACTION DOCUMENT AND 2) THE MASTER AGREEMENT, INCLUDING AMENDMENTS TO THOSE DOCUMENTS FROM TIME TO TIME EXECUTED BY THE PARTIES. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

Accepted by:

CERTEGY INC.

Accepted by:

INTERNATIONAL BUSINESS MACHINES CORPORATION

By:

-----  
Authorized Signature

By:

-----  
Authorized Signature

Name (Type or Print)

Date

-----  
Name (Type or Print)

Date

Transaction Document US      March 5, 2003  
CERTEGY/IBM CONFIDENTIAL

SCHEDULE A OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
APPLICATIONS SOFTWARE

This Schedule lists the "Applications Software - Certegy" and "Applications Software - IBM" that IBM will operate for Certegy in performance of the Services. This is an inventory listing that will be updated during the term of this Transaction Document.

SECTION A-1 APPLICATIONS SOFTWARE - CERTEGY

APPLICATIONS SOFTWARE - CERTEGY

ITEM NO.	PREFIX	APPLICATION NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				Oper (1)	Fin (2)	Maint (3)	Dev (4)
1	TBS	The Bank Card System		I	C	C	C
2	TBS	The Collections System		I	C	C	C
3	TBS	TBS Authorization System		I	C	C	C
4	TBS	Service Link System		I	C	C	C
5	B2K	Base 2000 Bank Card System		I	C	C	C
6	B2K	Base 2000 Collections Systems		I	C	C	C
7	B2K	Base 2000 Authorization System		I	C	C	C
8	B2K	Service Link: Mainframe Interface to Service View		I	C	C	C
9	Merchant	Merchant Processing		I	C	C	C
10	Merchant	New Replacement for Merchant Processing		I	C	C	C
11	DEP	Settlement and Deposit		I	C	C	C
12	DEP	New Replacement for Settlement and Deposit		I	C	C	C
13	Lettercheck	Bank Card Checks		I	C	C	C
14	Scorecard	Bonus Points		I	C	C	C
15	Pass Thru	Debit Transactions		I	C	C	C
16	Falcon	Fraud Detection		I	C	C	C
17	Cardsource	Mainframe TBS BankCard file transfers to and from Cardsource application		I	C	C	C
18	Pass thru	New Replacement for Pass Thru		I	C	C	C
19	IB	Billing		I	C	C	C
20	Loyalty	Loyalty Mgt System		I	C	C	C
21	TBS	Statement of Services		I	C	C	C
22	Check	Check Authorization System		I	C	C	C
23	CM	Check Management		I	C	C	C
24	ILF*	Inquiry log		I	C	C	C
25	PW*	Pathways		I	C	C	C

APPLICATIONS SOFTWARE - CERTEGY

ITEM NO.	PREFIX	APPLICATION NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				Oper (1)	Fin (2)	Maint (3)	Dev (4)
26	DI*	Derogatory Information		I	C	C	C
27	IN	Utilities		I	C	C	C
28	CL*	Claims		I	C	C	C
29	PA	Support		I	C	C	C
30	DW*	Data Warehouse		I	C	C	C
31	CA*	ACH		I	C	C	C

SECTION A-2 APPLICATIONS SOFTWARE - IBM

APPLICATIONS SOFTWARE - IBM

ITEM NO.	PREFIX	APPLICATION NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)

IBM IS NOT OPERATING ANY "IBM MAINFRAME TOWER APPLICATIONS SOFTWARE - IBM" AS OF THE COMMENCEMENT DATE

NOTES:

- (1) "OPER" means operational responsibility for the Applications Software listed in this Schedule.
  - (2) "FIN" means financial responsibility for license fees, maintenance charges, Maintenance Releases and any other related charges for the Applications Software listed in this Schedule but does not include the cost for new Versions. Certegy has financial responsibility for all costs related to the purchase of new Versions.
  - (3) "MAINT" means maintenance responsibility, including applying fixes, corrections, and minor enhancements (but not necessarily the financial responsibility for such) for the Applications Software listed in this Schedule.
  - (4) "DEV" means maintenance development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or major enhancements for the Applications Software listed in this Schedule.
- \* Applications are cross-platform. These items are listed for the mainframe part of the applications.

SCHEDULE B OF  
TRANSACTION DOCUMENT #03-01

(UNITED STATES)

MAINFRAME TOWER

SYSTEM SOFTWARE

This Schedule B lists the Systems Software - Certegy and Systems Software - IBM that IBM will operate for Certegy in performance of the Services.

This is an inventory listing and will be updated during the term of this Transaction Document.

SECTION B-1 SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
1	5645-005	System Automation for OS/390	IBM	I	I	I	I
2	5648-A25	COBOL for OS/390 & VM V2	IBM	I	I	I	I
3	5648-063	ACF/NCP V5.4	IBM	I	I	I	I
4	5655-A46	JAVA for OS/390 V1R1M0	IBM	I	I	I	I
5	5655-A95	MQSERIES FOR OS/390 V.2.1	IBM	I	I	I	I
6	5655-B17	PSF V3 for OS/390	IBM	I	I	I	I
7	5655-D35	JAVA (TM) 2 Technology Edition 1.1.0	IBM	I	I	I	I
8	5655-D44	XML Toolkit for OS/390 1.1.0	IBM	I	I	I	I
9	5655-041	ACF/SSP Version 4 MVS	IBM	I	I	I	I
10	5655-147	CICS TS for OS/390	IBM	I	I	I	I
11	5655-279	BTAM/SYSTEM PRODUCT	IBM	I	I	I	I
12	5665-333	NetView Performance Mon. (NPM)	IBM	I	I	I	I
13	5668-958	VS COBOL II Comp Lib and Debug	IBM	I	I	I	I
14	5675-DB2	DB2 UDB for OS/390	IBM	I	I	I	I
15	5675-DB2	QMF for OS/390 (feat of DB2)	IBM	I	I	I	I
16	5688-190	PPFA/370	IBM	I	I	I	I
17	5694-A01	z/OS V1 Base	IBM	I	I	I	I
18	5694-A01	z/OS V1 DFSMS dsshsm	IBM	I	I	I	I
19	5694-A01	z/OS V1 HLASM Toolkit	IBM	I	I	I	I
20	5694-A01	z/OS V1 RMF	IBM	I	I	I	I
21	5694-A01	Z/OSV1 SDSF	IBM	I	I	I	I
22	5697-B82	Tivoli NetView Enterprise	IBM	I	I	I	I
23	5735-XXB	Emulation Program Version 1	IBM	I	I	I	I
24	5740-CB1	COBOL Compiler/Library V1	IBM	I	I	I	I

Schedule B March 14, 2003  
CERTEGY/IBM CONFIDENTIAL

## SECTION B-1 SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
25	5798-DXQ	ICFRU 1.1.0	IBM	I	I	I	I
26	5655-A25	AFP TOOLBOX FOR MVS	IBM	I	I	I	I
27	5648-D68	DB2 UTILITIES SUITE SUBSCRIPTION	IBM	I	I	I	I
28	5697-E98	DB2 UTILITIES SUITE	IBM	I	I	I	I
29	5697-B82	GRAPHICAL ENTERPRISE LE 370	IBM	I	I	I	I

## SECTION B-2: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I - IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
1	FUJITSU (AMDAHL)	TDMF	Certegy	I	I	I	NA
2	ASI	PKZIP	Certegy	I	I	I	NA
3	BMC (BOOLE & BABBAGE)	EASYPPOOL (POOL DASD) (5)	Certegy	I	I	I	NA
4	BMC (BOOLE & BABBAGE)	STOP/X37II (5)	Certegy	I	I	I	NA
5	CANDLE	OMEGAMON II/EPILOG (5)	Certegy	I	I	I	NA
6	CANDLE	OMEGAMON II CICS (5)	Certegy	I	I	I	NA
7	CANDLE	OMEGAMON II MVS (5)	Certegy	I	I	I	NA
8	CHICAGOSOFT	MVS QUICKREF	Certegy	I	I	I	NA
9	COMM-PRO	COMM-PRO (6)	Certegy	I	I	I	NA
10	COMPUTER ASSOCIATES	ACF2/MVS	Certegy	I	I	I	NA
11	COMPUTER ASSOCIATES	CA-1	Certegy	I	I	I	NA
12	COMPUTER ASSOCIATES	CA-11	Certegy	I	I	I	NA
13	COMPUTER ASSOCIATES	CA-7	Certegy	I	I	I	NA
14	COMPUTER ASSOCIATES	CA90S	Certegy	I	I	I	NA
15	COMPUTER ASSOCIATES	EASYTRIEVE PLUS	Certegy	I	C	C	NA
16	COMPUTER ASSOCIATES	ENDEVOR/MVS BASE	Certegy	I	I	I	NA

## SECTION B-2: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I - IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
17	COMPUTER ASSOCIATES	ENDEVOR/MVS AUTOMATED CONFIG MGR	Certegy	I	I	I	NA
18	COMPUTER ASSOCIATES	ENDEVOR/MVS EXTENDED PROCESSOR	Certegy	I	I	I	NA
19	COMPUTER ASSOCIATES	ENDEVOR/MVS EXTERNAL SECURITY INTERFACE	Certegy	I	I	I	NA
20	COMPUTER ASSOCIATES	ENDEVOR/MVS PARALLEL DEV MGR	Certegy	I	I	I	NA
21	COMPUTER ASSOCIATES	ENDEVOR/MVS QUICKEDIT	Certegy	I	I	I	NA
22	COMPUTER ASSOCIATES	FAVER FOR MVS	Certegy	I	I	I	NA
23	COMPUTER ASSOCIATES	JCLCHECK	Certegy	I	I	I	NA
24	COMPUTER ASSOCIATES	LIBRARIAN	Certegy	I	I	I	NA
25	COMPUTER ASSOCIATES	MULTI IMAGE CONSOLE	Certegy	I	I	I	NA
26	COMPUTER ASSOCIATES	MULTI IMAGE ALLOCATION	Certegy	I	I	I	NA
27	COMPUTER ASSOCIATES	MULTI IMAGE INTEGRITY W/EDIF	Certegy	I	I	I	NA
28	COMPUTER ASSOCIATES	OPS/MVSII JES2	Certegy	I	I	I	NA
29	COMPUTER ASSOCIATES	TPX ADV DATA COMPRESS OPT NVI/TPX	Certegy	I	I	I	NA
30	COMPUTER ASSOCIATES	TPX MAILBOX OPTION	Certegy	I	I	I	NA
31	COMPUTER ASSOCIATES	TPX MULTISESSION	Certegy	I	I	I	NA
32	COMPUTER ASSOCIATES	TPX ACL/E	Certegy	I	I	I	NA
33	COMPUTER ASSOCIATES	TSOMON	Certegy	I	I	I	NA
34	COMPUTER ASSOCIATES	VIEW/MVS	Certegy	I	I	I	NA
35	COMPUTER ASSOCIATES	DELIVER/MVS	Certegy	I	I	I	NA
36	COMPUTER ASSOCIATES	XCOM	Certegy	I	I	I	NA
37	COMPUTER ASSOCIATES (STERLING)	VLSION:EXCEL (BASE)	Certegy	I	I	I	NA

## SECTION B-2: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
38	COMPUTER ASSOCIATES (STERLING)	VISION:RESULTS	Certegy	I	I	I	NA
39	COMPUWARE	ABEND AID/CICS	Certegy	I	I	I	NA
40	COMPUWARE	ABEND-AID/XLS	Certegy	I	I	I	NA
41	COMPUWARE	XPEDITER/TSO	Certegy	I	I	I	NA
42	COMPUWARE	XPEDITER/CICS	Certegy	I	I	I	NA
43	COMPUWARE	XPEDITER/CICS ASM OPTION	Certegy	I	I	I	NA
44	COMPUWARE	FILEAID/MVS	Certegy	I	I	I	NA
45	COMPUWARE	STROBE/MVS SYSPLEX	Certegy	I	I	I	NA
46	COMPUWARE	STROBE/CICS	Certegy	I	I	I	NA
47	COMPUWARE	ADV SESSION MGT FEAT.	Certegy	I	I	I	NA
48	COMPUWARE	STROBE DB2	Certegy	I	C	C	NA
49	COMPUWARE	iSTROBE	Certegy	I	C	C	NA
50	COMPUWARE	MQSTROBE	Certegy	I	C	C	NA
51	COMPUWARE	DBA Expert for DB2	Certegy	I	C	C	NA
52	DOCSENSE (PITNEY BOWES)	CICS Windows Maint.	Certegy	I	I	I	NA
53	DOCSENSE (PITNEY BOWES)	FINALIST NATIONAL	Certegy	I	I	I	NA
54	DOCSENSE (PITNEY BOWES)	STREAMWEAVER	Certegy	I	I	I	NA
55	DOCSENSE (PITNEY BOWES)	DIALOG	Certegy	I	I	I	NA
56	DOCSENSE (PITNEY BOWES)	Z4 Ext Maintenance(6)	Certegy	I	I	I	NA
57	INNOVATION DATA PROCESSING	FDR	Certegy	I	I	I	NA
58	INNOVATION DATA PROCESSING	CPK	Certegy	I	I	I	NA
59	INNOVATION DATA PROCESSING	ABR	Certegy	I	I	I	NA
60	INNOVATION DATA PROCESSING	IAM	Certegy	I	I	I	NA
61	LEVI, RAY AND SHOUP	VPS	Certegy	I	I	I	NA

## SECTION B-2: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
62	NETEC INTERNATIONAL	CAFC	Certegy	I	I	I	NA
63	OPENCONNECT	FTP/SERVER	Certegy	I	I	I	NA
64	OPENCONNECT	OC/SOCKET	Certegy	I	I	I	NA
65	PRIME FACTORS	SECURITY SOFTWARE BCSS MVS-formerly PMS(6)	Certegy	I	I	I	NA
66	SAS INSTITUTE	SAS BASE/MVS(5)	Certegy	I	I	I	NA
67	SAS INSTITUTE	SAS CONNECT/MVS(5)	Certegy	I	I	I	NA
68	SECURITY DYNAMICS	SECUREID	Certegy	I	C	C	NA
69	STERLING COMMERCE	CONNECT:DIRECT OS390	Certegy	I	I	I	NA
70	STERLING COMMERCE	CONNECT:ENTERPRISE	Certegy	I	I	I	NA
71	SYNCSORT	SYNCSORT MVS	Certegy	I	I	I	NA
72	UNICOM SYSTEMS	CICS/WINDOWS	Certegy	I	I	I	NA
73	UNITECH	ACR/PLUS MVS	Certegy	I	I	I	NA

## NOTES:

- (1) "OPER" means operational responsibility for the Systems Software listed in this Schedule.
- (2) "FIN" means financial responsibility for license fees, maintenance charges, Maintenance Releases, Versions and any other related charges for the Systems Software listed in this Schedule.
- (3) "MAINT" means maintenance responsibility, including applying fixes, corrections, and minor enhancements (but not necessarily the financial responsibility for such) for the Systems Software listed in this Schedule.
- (4) "Dev" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or major enhancements for the Systems Software listed in this Schedule.
- (5) "SUSPENDED LICENSES" - These Certegy licenses will be suspended following the Commencement Date and IBM will use its own licenses for these products. However, IBM will still be subject to the terms and conditions of [Section 5.3] of this Transaction Document regarding 'paid up' licenses.
- (6) "In the event the procurement of the Licenses and ongoing Maintenance fees for these three products (Prime Factor, CommPro and Z4) collectively exceed \$200,000 during the Term of this Transaction Document, then any amount over \$200,000 will be the financial responsibility of Certegy. IBM will notify Certegy and obtain Certegy's written approval before exceeding the \$200,000 figure.

With respect to an event where a software product requires replacement, for example, a software

vendor no longer supports its product or sunsets its product requiring a replacement with a new supported product requiring a one time acquisition charge, the following shall apply: (i) Certegy is responsible for any one time acquisition charge, (ii) with respect to (i) of this paragraph, the Parties will work together to acquire a replacement product, if any, at the best available price, (iii) Section 3.11 of the Master Agreement shall apply for the adjustment of the difference of the reoccurring maintenance charges between the new and replaced product.

Furthermore, the Parties agree to cooperate in the identification of and pursuit of opportunities to convert Third Party System Software to IBM System Software. The Parties will develop a plan to convert certain existing product(s) with IBM product(s) provided that Certegy shall have no obligation to convert or permit the conversion of existing products to IBM products. The plan will identify such criteria and long term cost savings, implementation costs and other factors necessary for a successful conversion as agreed between the Parties. Upon the successful implementation of any plan, the parties will amend this Schedule to appropriately reflect the change in products and attendant charges in the Supplement, if any.

IBM is assuming Certegy software licenses as of the Effective Date are licensed at the level required to operate on the current Amdahl 2064E machine rated at 883 MIPS. Certegy is responsible for guaranteeing these licenses are at this level and if they are not, Certegy is responsible for upgrading these licenses to the current Amdahl 2064E, 883 MIPS, and will pay any associated costs if applicable.

SCHEDULE C OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
CERTEGY PROVIDED HARDWARE

This schedule lists the machines (IBM or OEM) that Certegy owns, leases or rents that IBM requires in order to provide the Services under this Transaction Document. This is an inventory listing that will be updated through the term of this Transaction Document.

MACHINE TYPE	MACHINE MODEL	DESCRIPTION	MACHINE S/N	NOTES
Amdahl 4745/4746		FEP	3100249	
Amdahl 4745/4746		FEP	3105259	
Amdahl 4745/4746		FEP	3100032	
Amdahl 4745/4746		FEP	3100672	
Amdahl 4745/4746		FEP	3100745	
Channel Extender		Computerm	00049	St. Pete
Channel Extender		Computerm	00012	Madison
Channel Extender		Computerm	00134	spare
Round reel tape	4670	STK	12000001379	
Round reel tape	4670	STK	12000001625	
Terminal	3174	IBM	N7174	
Terminal	3174	IBM	M8562	
Terminal	3174	IBM	BG304	
Terminal	3174	IBM	M8601	
Terminal	3174	IBM	M8568	
Terminal	3174	IBM	M5955	
Terminal	3174	IBM	AC141	
Terminal	3174	IBM	BK098	
Terminal	3174	IBM	AK091	
Terminal	3174	IBM	M8566	
Terminal	3174	IBM	BQ539	
Terminal	3174	IBM	M9599	

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Terminal Controllers	3174	IBM	N7170
Terminal Controllers	3174	IBM	AC195
Terminal Controllers	3174	IBM	M4630
Terminal Controllers	3174	IBM	AC176
Terminal Controllers	3174	IBM	AV320
Terminal Controllers	3174	IBM	AV319
Console Printer			
Dumb Terminal Consoles		IBM (8 devices)	
Workstations		IBM (8 devices)	
9032	005	ESCON Directors	
STK Timberline	9490- M44	4 Tape drives	316000012764
STK Timberline	9490 M32	2 tape drives	232000010042
STK Round Reel	4670	Tape Drive	12000001625
STK Round Reel	4670	Tape Drive	12000001379
STK 18 Track	4480 M22	Tape Drive	3000003823
STK 18 Track	4480 M20	Tape Drive Controller	2000003547

Note: IBM's Annual Service Charge includes hardware maintenance on the Amdahl 4745's and the IBM 9032 ESCON Directors above. Certegy to provide maintenance on 3174's, workstations, consoles, tape drives noted above and Channel Extenders. The Amdahl 4745's are not subject to refresh by IBM.

SCHEDULE D OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
IBM MACHINES

This schedule lists the machines (IBM or OEM) that IBM owns, leases or rents and which IBM requires in order to provide the Services under this Transaction Document. This is an inventory listing that will be updated through the term of this Transaction Document.

MACHINE TYPE	MACHINE MODEL	DESCRIPTION	MACHINE S/N	NOTES
IBM 2064	1C4	Mainframe		
IBM 2105	800	Storage Array-Shark		
IBM 2105	800	Storage Array-Shark		
IBM 3494	B20	VTs Tape Lib		
IBM 3494	B20	VTs Tape Lib		
IBM 2064	1C4	PR/SM Feature		

Schedule D                      March 14, 2003  
CERTEGY/IBM CONFIDENTIAL

SCHEDULE E OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER - MAINFRAME

SERVICES, LOCATION OF FACILITIES, OPERATIONAL AND FINANCIAL RESPONSIBILITIES

1.0 INTRODUCTION

- A. This Schedule E "Mainframe Tower" describes certain duties, obligations and responsibilities of IBM and Certegy as related to the Mainframe Tower operations and management. Unless otherwise expressly provided in this Schedule E, all services described herein shall be performed and provided by IBM for the charges described in Schedule J, and no other charges shall apply to such services.
- B. During the term of this Transaction Document, IBM will provide services to Certegy from the Certegy Data Center where the mainframe data processing is performed by IBM and the IBM Data Center which is a remote IBM site where console management and other support services are provided (the "IBM Data Center"), using the Machines, the Applications Software and the Systems Software provided by Certegy and IBM as required by this Schedule E "Mainframe Tower". Additionally, IBM will provide such other services as requested and approved by Certegy during the term of this Transaction Document as New Services in accordance with Section 3.12 and Section 9.6 of the Master Agreement.
- C. The descriptions contained in this Schedule E "Mainframe Tower" of specific types of services, and methods and procedures used to perform such services, set forth how IBM will deliver the Services described herein.

D. Definitions:

"NON-PRIME TIME" means all hours other than Prime Time.

"PRIME TIME" means for US processing 8:00 am - 8:00 pm Eastern Standard Time Monday through Friday.

All capitalized terms used and not defined in this Schedule E "Mainframe Tower" shall have the meanings given them elsewhere in the Agreement.

2.0 SYSTEMS MANAGEMENT CONTROLS

In general, IBM's Systems Management Controls responsibilities shall include, without limitation, the following processes:

Schedule E Mainframe            March 14, 2003  
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- A. BATCH MANAGEMENT - controlling production batch work including the scheduling of resources, including hardware and software resources, the processing of data and transactions and the distribution of data/information between users and facilities. Certegy instructions on what, when and how to schedule and recover shall be provided to IBM and documented in the Procedures Manual. Setup and scheduling shall be performed and controlled by IBM in cooperation with Certegy and in accordance with the Procedures Manual except for the automatic scheduling that will be performed by the Systems Software and Applications Software. Batch jobs run outside of the CA-7 batch processing system are the responsibility Certegy to support.
- B. CAPACITY MANAGEMENT - the maintenance of tactical and strategic plans to ensure that the mainframe environments accommodate Certegy's capacity plans and business requirements. The capacity management processes will require Certegy's input and review. As part of its capacity management responsibilities, IBM will monitor Certegy resource usage and make recommendations on how to reduce and/or improve resource usage and/or consumption.
- C. CHANGE MANAGEMENT - to assess timing or impact of the proposed changes to the production environment as limited to areas under IBM management including operating system and hardware changes, schedule the promotion into the production environment as appropriate, notify the appropriate functions and verify successful implementation.
- D. CONFIGURATION MANAGEMENT - for processing mainframe hardware and software configuration changes and maintaining lists and diagrams of systems configurations.
- E. INVENTORY MANAGEMENT - of the Machines (including incoming and outgoing) in the Certegy and IBM Data Centers and other areas for, or from, which IBM is providing the Mainframe Tower services.
- F. ON-LINE MANAGEMENT - for providing and coordinating the appropriate skills, information, software tools and procedures required to manage the on-line System environment, excluding Application Software - Certegy, as provided in Schedule A to the Transaction Document.
- G. PERFORMANCE MANAGEMENT - to monitor, measure, analyze and report System performance as it compares to the Performance Standards and Minimum Service Levels and recommend and implement performance improvements. Where warranted, either Party may request the other Party to make commercially reasonable changes to enable System performance improvement, it being understood that all such changes are subject to the mutual agreement of the Parties.

- H. PROBLEM MANAGEMENT - to identify, record, track, correct and communicate to Certegy issues impacting the Services delivery, recognize recurring problems, address procedural issues and contain or reduce the impact of problems that occur.
- I. Recovery MANAGEMENT - for planning, establishing and testing the recovery procedures required to provide the Mainframe Tower services to Certegy in the event of a failure. This includes, without limitation, a failure giving rise to invoking the Disaster Recovery Plan. The intent of this process is to anticipate and minimize the impact of systems resource failure through the development of predefined, documented procedures and software/hardware recovery capabilities. Unless otherwise agreed by the Parties in writing, Certegy's instructions on what and how to recover shall be provided to IBM and included in the Procedures Manual.

### 3.0 MAINFRAME TOWER OPERATIONS

#### A. Management of the Services by IBM

IBM shall be responsible for the operation and management of the Mainframe Tower Services described herein. This responsibility shall include establishing and maintaining a properly trained and adequately staffed IBM population, including necessary management and support staff.

IBM shall make available, monitor and process on-line and batch applications, including scheduled, unscheduled and on-request services as well as end user initiated processing. Included in such responsibilities, IBM shall:

1. Support all test and production environments within the scope of the IBM responsibilities as defined by this Transaction Document;
2. Provide and perform console monitoring activities from the IBM Data Center;
3. Operate Applications Software as listed in Schedule A and as documented in the Procedures Manual to support the operating schedules of Certegy with applicable Mainframe Tower services availability, twenty-four (24) hours per day, seven (7) days per week (subject to Scheduled Downtime, Excusable Downtime or agreed to schedules);
4. Perform all technical system support operations, including DASD management, System programming of this Schedule E, capacity monitoring as described in Section 2.0 B of this Schedule E and performance tuning for the Systems Software;

5. As defined in Attachment 1 to this Schedule E "Mainframe Tower," provide support for the Machines and the Systems Software;
6. Schedule Systems Software and Machines maintenance so as to minimize interference with Certegy and Certegy Authorized Users;
7. Complete all processing schedules as per established schedules on time and in the correct sequence set forth in the Procedures Manual;
8. Process all agreed upon special request activities including promotes and ad-hoc job submissions submitted through the processes as defined in the Procedures Manual within the requested time frames and in the sequence defined by Certegy;
9. Provide and maintain access to, and software compatibility with, external systems necessary for the performance and provision of the Services required by this Schedule E;
10. Continuously endeavor to enhance processing capabilities and efficiencies of the Machines through technology changes, system tuning and other run-time improvements and communicate to Certegy such enhanced processing capabilities and efficiencies on a quarterly basis;
11. Perform daily monitoring of utilization and efficiencies and provide monthly reporting on performance and capacity trends as measured against workloads for the Machines and Systems Software;
12. Operate, support and maintain third-party products and services as set out in Schedule B which includes pro-active System level password maintenance and ordering new releases from the suppliers;
13. Provide support for the Machines, the Systems Software running on such Machines and Systems Software support for the Applications Software to the extent necessary to provide the Services described; and
14. Work with Certegy to develop a mutually agreeable service improvement plan on a quarterly basis which will include a full review of service issues, actions and improvements to occur at the end of each quarter.

B. Production Control

IBM shall maintain production schedules and cooperate with Certegy by responding to special processing requests and new processing requirements by following mutually agreed upon processes or procedures. Included in such responsibilities, IBM shall:

1. Make no change to the production environment without the prior approval of Certegy; provided, however, that if Certegy's refusal to agree to a change to the production environment causes demonstrable impact on IBM's ability to meet any Performance Standard or Minimum Service Level, then Certegy shall excuse IBM from those Performance Standard(s) or Minimum Service Level(s) to the extent such failure is due directly to Certegy's refusal to allow change to the production environment;
2. Assure that all programs are moved from the application development and test environments to the production environment in a controlled and documented manner, which must in all cases be approved in advance through the Change Control Process;
3. Schedule all Certegy Data Center projects within the agreed Scheduled Downtime outage window so as not to unreasonably interrupt Certegy business operations; all such projects must receive prior approval through the Change Control Process;
4. Document and provide to Certegy a notification of all Data Center changes performed for emergency purposes or as otherwise not precluded in Section 3.0(B)(1) above as soon as practicable, but no later than the end of the next day after the change was made;
5. Prioritize and schedule batch jobs and report distribution systems subject to Certegy's schedule parameters, including but not limited to, automated scheduling features in the Applications Software and Certegy's specific directions so on-line applications dependent on batch processing and batch process outputs shall be available as scheduled;
6. Distribute and obtain Certegy approval for major production control schedule changes prior to implementation;
7. Update the scheduler data base, as required, to reflect changes to the production environment;
8. Monitor scheduler related incidents, and develop and recommend refinements and revisions to the scheduler data base;
9. Coordinate and modify schedules for special requests and follow Certegy priorities. IBM will promptly notify Certegy if such special requirements

will affect either the timely completion of other tasks or IBM's ability to meet its obligations under this Transaction Document and this Schedule E "Mainframe Tower";

10. Respond expeditiously to requests from Certegy for priority job execution; and
11. Identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

C. File Services

IBM shall manage files on the Machines in a manner which shall ensure the availability and integrity of all Certegy and Authorized User data. The file management procedures will, among other issues, require Certegy to use industry standard access methods for file I/O data management or other acceptable access methods as mutually agreed. Included in such responsibilities, IBM shall:

1. Ensure that all files under IBM's control are current and available during scheduled access times;
2. Initiate and complete required data processing activities to ensure the data is processed, with data integrity (e.g., handling line transmission errors) of all processed files, according to the specifications set forth in the Procedures Manual;
3. Verify, using tools and procedures set forth in the Procedures Manual, the successful receipt of all incoming files and the successful processing and transmission of all outgoing files;
4. Document, maintain and, as appropriate, update and execute mutually approved volume or file back-up and recovery procedures;
5. Provide a recovery procedure for restoring the data image to a previous level within a mutually agreed amount of time;
6. Conduct regularly scheduled back-up and recovery procedures as set forth in the Procedures Manual (e.g., data set restore), so as not to impact scheduled operations and provide recommendations to the IPT regarding back-up and recovery considerations, such as improved levels of protection, efficiencies and cost reductions;

7. Report disk space utilization and requirements for capacity planning purposes as a section of the monthly reports;
8. Assist and advise Certegy in utilizing disk storage resources in an efficient and cost effective manner; and
9. Identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

D. Tape Management

IBM shall provide tape management services. Included in such responsibilities, IBM shall:

1. Update Certegy's tape management procedures, as appropriate and with Certegy's consent, including procedures related to periods of retention of tapes, which periods were defined and provided to IBM by Certegy for auditing purposes, and include such procedures in the Procedures Manual;
2. Provide logging and tracking of physical tapes in and out of the Certegy Data Center and provide required rotation of tapes for off-site vault storage;
3. Establish and follow procedures to log and track physical tapes that are checked in and checked out to third party vendors, Certegy, and Authorized Users;
4. Store tapes, as appropriate, at secure off-site vault storage;
5. Complete tape mounts in sufficient time to meet production processing requirements;
6. Complete tape mounts for non-production processing;
7. Ensure tape media is reliable and read/write errors are kept to a minimum;
8. Ensure adequate supplies for the tape environment are maintained and that the scratch tape pool is sufficient to service all required processing;
9. Retrieve archived tapes and restore required volumes or files and data sets within the mutually agreed time frames set forth in the Procedures Manual;
10. Upon Certegy's reasonable request, provide Certegy with the right to monitor and access tape management operations, mailing and receipt control; and
11. Identify possible product and technology enhancement opportunities for improved performance and notify the IPT of these opportunities.

E. Data Base Administration

IBM shall be responsible for managing certain portions of the data base environment. Included in such responsibilities, IBM shall:

1. Assist Certegy in planning for changes in the size of data bases due to business growth or reduction and applications development projects, and review and comment on Certegy's plans on a regular basis;
2. Provide operating systems data base support for DB2 Software for Certegy's data base environments and those Certegy data base environments established by IBM;
3. In cooperation with Certegy, monitor and report data base performance and data base space utilization and identify, recommend and implement practical modifications as agreed with Certegy for improved performance;
4. Maintain and implement data base archive processes and procedures provided by Certegy to meet Certegy's business requirements and requests;
5. Maintain and implement data base back-up procedures provided by Certegy, to recover from a data base outage or corrupted data base within time frames specified in the Procedures Manual;
6. Promote data base changes into the production environment as approved and directed by Certegy;
7. Maintain the standard data base System Software access routines and document any changes to same under the Change Control Process;
8. Assist in problem determination and resolution of data base management system issues including escalation to the Systems Software vendor;
9. Perform data base management system (DBMS) security administration; and
10. Identify possible product and technology enhancement opportunities for improved performance, and notify the IPT of these opportunities.

Certegy will be responsible for managing the following portions of the data base environment:

1. Physical data base definitions;
2. Data Modeling;
3. Logical database design;
4. Physical database design;
5. Physical database review and support;

6. Authorized User access (views, copy members etc.);
7. Primary responsibility for database application security;
8. Training and application development assistance;
9. DBMS backup and recovery procedures; and
10. Primary responsibility for database troubleshooting and problem resolution.

F. Output

IBM shall provide output processing and operational support necessary to create and deliver output files required for transmission and tape file output. Included in such responsibilities, IBM shall:

1. Produce and deliver output files within the agreed to schedules;
2. Track, manage, communicate and resolve problems related to delivering output files;
3. Separate, package, label, scan and track all tape output and ensure that it is properly distributed to the mutually agreed to distribution drop point within the mutually agreed upon time frames;
4. Ensure that all files are in the output queue and where applicable available for transmission to the appropriate Certegy internal departments and/or external customers within the mutually agreed upon time frames;
5. Provide output print files to Certegy or Authorized Users for online viewing using online view software specified in Schedule B "Mainframe Tower" or for printing or storing at its or their respective sites;
6. Assist in finding, tracing or replacing lost or missing file output;
7. Execute reruns of output requested by Certegy and notify Certegy if rerunning any output shall impact scheduled on-line or batch production processing; and
8. Identify possible enhancement opportunities for improved output performance and notify the IPT of these opportunities; and
9. Provide output services on a 24 by 7 basis or within the timeframes Certegy provides shipping service.

G. Quality Assurance

IBM shall be responsible for providing quality assurance services. Included in such responsibilities, IBM shall:

1. review problem reports and recommend/implement appropriate fixes with Certegy's approval;
2. maintain and update the Applications Software installation standards documentation set forth in the Procedures Manual;
3. in conjunction with Certegy, review new Certegy production jobs and JCL for correctness and conformance to mutually agreed to standards for efficient resource utilization;
4. participate in weekly meetings, or on such other frequency agreed to by the Parties, with Certegy designees to review any Change Request in accordance with the Procedures Manual.

H. Emergency Restoration of Services

IBM shall be responsible for providing certain emergency restoration services. Included in such responsibilities, IBM shall:

1. develop and/or implement Data Center procedures, as required, to support Certegy's emergency restoration of Services;
2. work with Certegy's designated emergency plan coordinator to assure Data Center support plan meets Certegy's requirements and obtain Certegy's approval of procedures; and
3. invoke the Disaster Recovery Plan as applicable, in accordance with Schedule G to this Transaction Document.

I. Information Security

IBM shall provide and implement security access control tools for data, databases and other information repositories and for applications, operating systems and libraries in accordance with Schedule L "Mainframe Tower" to this Transaction Document. IBM shall cooperate with and assist Certegy and its customers to allow its or their security administrators to complete their duties.

J. Software Support and Maintenance

IBM shall provide support for all Systems Software. IBM will be responsible for performing the problem determination, applying maintenance fixes and

coordinating third party maintenance providers. IBM will provide Systems Software maintenance and support as set forth in this Transaction Document.

Included in such responsibilities, IBM shall:

1. Perform the maintenance and support responsibilities described in Attachment 1 to Schedule E "Mainframe Tower".
2. Be responsible for providing and implementing agreed quality assurance processes and procedures as reasonably necessary to ensure that IBM's Systems Software maintenance and support responsibilities are executed accurately and in a timely manner. Subject to the foregoing, the Parties shall mutually agree upon terms and conditions for conducting checkpoint reviews, Software testing and acceptance and other quality assurance procedures. These procedures shall be included in the Procedures Manual.
3. Provide software maintenance for Systems Software listed in Schedule B "Mainframe Tower" of this Transaction Document. IBM will employ a maintenance methodology, including standards for work plans, design and programming, as set forth in the Procedures Manual.
4. Apply preventative maintenance and program temporary fixes, as set forth in this Schedule E "Mainframe Tower" and Attachment 1 to Schedule E "Mainframe Tower", to correct defects in the Systems Software running in the Data Center. IBM will also provide or obtain new Versions and releases, upgrades, replacements or additional Systems Software as agreed to by the Parties in order to perform the Services described in this Schedule E in accordance with its obligations under this Transaction Document. IBM will maintain the Systems Software release levels at supported levels from the applicable third party vendors.
5. Provide System support during Prime Time hours, and on-call support and coverage for the System during Non-Prime Time hours, including scheduled holidays. IBM will provide escalation procedures for IBM's on-call support to Certegy. The actual contact listing and organizational structure for System support will be set forth in the Procedures Manual. IBM will also provide System support to Certegy application programmers without charge unless IBM is required to enlist or engage additional resources not covered by the Monthly Charge payable by Certegy to IBM hereunder during critical testing periods for Applications Software - Certegy changes or enhancements, upon receipt of reasonable advance notice from Certegy.

Certegy shall be responsible for Applications Development, Applications Maintenance, problem determination for Applications Software - Certegy and requesting and scheduling necessary Systems resources for all Applications

Software - Certegy.

K. Training and Technical Documentation

1. IBM will provide training on the IBM Software, processes and hardware functionality for designated Certegy personnel ("train-the-trainer") without charge unless IBM is required to enlist or engage additional resources not covered by the Monthly Charge payable by Certegy to IBM hereunder. IBM will also provide to Certegy copies of the technical documentation for IBM Software as required, in quantities and at a frequency to be mutually agreed upon by the Parties.
2. Certegy will provide training on the Certegy Software for designated IBM personnel ("train-the-trainer"). Certegy will also provide copies of the technical documentation for Certegy Software as required, in quantities and frequency to be mutually agreed by the parties.

L. General Support Services

1. IBM will provide and/or coordinate maintenance services for the Machines.
2. IBM will install, rearrange and relocate the Machines in the Certegy Data Center, at IBM's expense and with the approval of Certegy, in order to perform the Services described in this Schedule E in such a manner so as to minimize service impact to Certegy or its Authorized Users. Certegy will be responsible for ongoing environmental expenses (i.e. electric power, HVAC etc.). In the event Certegy requests IBM to install, rearrange and relocate the Machines in the Certegy Data Center, Certegy shall be financially for such effort.
3. Certegy will, as requested or as necessary or required to provide the Services, negotiate leases, license agreements, and vendor contracts for any leases, license agreements and vendor contracts related to the Certegy In-scope Operations.
4. IBM shall provide Certegy with reports that, at a minimum, will include those reports set forth below. Where possible and economically feasible, using software and resources being used to provide the Services, described in this Schedule E, IBM shall provide Certegy with the capability to download data base information and create Certegy's own reports. IBM shall provide to Certegy the following:
  - a) a daily morning performance report in form and substance to be agreed upon by the Parties;

- b) a monthly performance report documenting IBM's performance of the Services as measured against the applicable Performance Standards and Minimum Service Levels;
- c) a monthly, rolling quarterly "look ahead" schedule for ongoing and planned IBM Data Center changes. The status of IBM Data Center changes will be monitored and tracked against the applicable schedule;
- d) a monthly change report setting forth a record of all changes performed during the previous month; and
- e) such documentation and other information as may be reasonably requested by Certegy in order to verify the accuracy of the reports specified above.

The content and format of all reporting is to be agreed by the Parties and should contain data on the overall performance of the service on a snapshot and rolling trend basis where appropriate. Outages impacting service, and any change, problem or other data which could assist service improvements should be provided either on request or as part of scheduled reporting.

- 5. IBM and Certegy will jointly review vendor proposals related to the System components affecting IBM's ability to provide the Services described in this Schedule E to ensure existing System and future System compatibility with changing industry standards. IBM will advise Certegy regarding new data processing technologies as appropriate through participation in the IPT.
- 6. IBM will establish and maintain contact with vendors providing information technology services or products to Certegy and apprise Certegy of the latest technological developments through participation in the IPT.
- 7. IBM will participate in service review meetings with vendors and service providers who provide services relating to this Transaction Document, as reasonably requested by Certegy.
- 8. The Parties will mutually determine an appropriate set of periodic meetings to be held between representatives of Certegy and IBM. These meetings will include the following:

- a) a daily meeting among operational personnel to discuss ongoing issues relating generally to daily performance and planned or anticipated activities and changes;
- b) a monthly management meeting of the IPT to review the performance report, the project schedule report, the changes report, and such other matters as appropriate;
- c) meeting of the IPT to review relevant contract and performance issues; and
- d) the Parties will jointly conduct an annual meeting to be scheduled in January or as otherwise agreed by the Parties to review the capacity requirements for purposes of performing the Parties' obligations under this Transaction Document and Schedule J to this Transaction Document for the upcoming year (the "Annual Planning Meeting").

N. Certegy Responsibilities

1. Certegy Software

During the term of this Transaction Document, Certegy will be responsible for selecting, or defining requirements for, all Certegy Software. IBM agrees to use any Certegy Software, subject to the provisions of Section 3.8 of the Master Agreement. If new Systems Software is required to support Certegy Software, IBM will be compensated for incremental costs, if any, associated with the new Systems Software. Certegy will also retain responsibility for maintenance, support and all license and related charges for all applicable Applications Software-Certegy.

Certegy shall approve all new Applications Software-Certegy prior to its promotion into production.

2. Support Services

Certegy shall:

- a) design and document application information requirements, including report design and content, frequency of reports, and accessibility to information;
- b) be responsible for management, operations, maintenance and support for equipment currently managed or supported outside the Certegy In-Scope Operations;
- c) be responsible for the provision of resources for business recovery services for such other applications for which Certegy might wish

to provide recovery other than those for which Disaster Recovery Services are to be provided by IBM pursuant to Schedule G to this Transaction Document;

- d) perform all mail, messenger, postage, and courier services for Certegy users;
- e) perform such other Certegy activities and functions as are described in this Transaction Document;
- f) provide physical security controls at the Certegy Data Center including secure storage for the Tapes;
- g) Batch jobs run outside of the CA-7 batch processing system are the customer's responsibility to support;
- h) Notify Certegy Authorized Users of scheduled mainframe, application downtime; and
- I) Production Support - work with IBM to automate manual batch and production control processes where appropriate to improve workflow processes and eliminate potential execution issues.

SERVICES, LOCATION OF FACILITIES, OPERATIONAL AND FINANCIAL RESPONSIBILITIES

SERVICES RESPONSIBILITIES MATRIX

R = IDENTIFY REQUIREMENTS A = ASSIST X = PERFORM P = PRIMARY S = SECONDARY

MAINFRAME TOWER - SERVICES

DESCRIPTION -----	RESPONSIBILITY -----	
	IBM ---	CERTEGY -----
1.0 OPERATIONS		
A. Operate console	X	
B. Update batch schedule	X	A
C. Execute batch schedule	X	
2.0 TAPE MANAGEMENT		
A. Define and provide requirements for tape processing		R
B. Select tape hardware per requirements	X	
C. Select tape media per requirements	X	
D. Mount tapes	X	
E. Define and provide tape retention policies		R
F. Implement tape retention policies	X	
G. Determine new tape ranges	X	
H. Update/maintain scratch tape inventory	X	
I. Provide requirements for physical tape storage	X	
J. Implement physical tape storage methodology	X	
K. Perform audit (processes, controls, etc.) of tape library	X	
L. Review results of tape library audit	P	S
M. Set tapes to scratch status	X	
N. Tape shipping		
1. Define and provide requirements for shipping tapes		R
2. Ship tapes per requirements	X	A
3. Sign tapes in/out of tape library	X	
O. Tape library management		
1. Define requirements for tape management system	R	
2. Determine tape management system	P	S
3. Install /maintain tape management system	X	
4. Add new tape/Volser ranges to library system	X	
P. Vaulting		
1. Define tape vaulting requirements		R
2. Implement tape vaulting requirements	X	X
3. Determine tape vaulting company	X	
4. Manage off-site tape archive storage facilities	X	
5. Ship/receive tapes to/from vault	X	A

Q.	Inventory tracking		
	1. Inventory tapes from new business source		X
	2. Determine/implement tape inventory tracking	X	
	3. Perform inventory of all tapes annually	X	
3.0	SYSTEMS MANAGEMENT AND CONTROL		
A.	File backup/recovery (recovery management)		
	1. Define System backup and recovery requirements	A	R
	2. Perform System backup and recovery processes	X	
	3. Define application backup and recovery requirements		R
	4. Perform application backup and recovery processes as documented	X	A
B.	Document operations procedures	X	
C.	Job accounting statistics	X	A
D.	Hardware planning and installation		
	1. Technology input	X	A
	2. Hardware selection	X	A
	3. Determine System hardware requirements	X	R
	4. Participate in IPT hardware planning meetings	X	X
E.	Capacity management		
	1. Define and maintain process documents for the Data Center	P	S
	2. Define Applications Software plans and requirements	A	X
	3. System capacity monitoring	P	S
	4. Application Software - Certegy capacity monitoring/management	A	X
F.	Performance management		
	1. Define Performance Standards and MSL		X
	2. Document IBM's performance against the MSL	X	
	3. Implement System performance improvements	X	A
	4. Provide monthly performance reports	X	
	5. Implement application performance improvements	A	X
G.	Change management		
	1. Define and maintain process documentation	P	S
	2. Provide change requirements for Applications Software - Certegy		X
	3. Provide change requirements for System (excluding Applications Software - Certegy)	X	
	4. Provide change requirements for Systems Software	X	
	5. Conduct IPT meeting	X	A
	6. Promote System changes to production	X	
	7. Report on System change success	X	
	8. Close Change Request assigned to Certegy		X
	9. Close Change Request assigned to IBM	X	
H.	Executive reporting for System performance	P	S

3.0 SYSTEM MANAGEMENT AND CONTROL PART 2

I. Problem management		
1. Define and maintain the process documentation	X	A
2. Record incident reports production problems	X	
3. Distribute incident reports to support	X	
4. Provide input on incident reports	X	
5. Track incident reports through resolution	X	
6. Close incident reports assigned to Certegy		X
7. Close incident reports assigned to IBM	X	
8. Perform root cause analysis for Applications Software - Certegy		X
9. Perform root cause analysis for all other problems	X	
J. System security (i.e., RACF,CICS, TSO)		
1. Administration	X	
2. Execution	X	
K. System monitoring (mainframe, CICS, etc.)	X	
L. Performance tuning		
1. IBM Machines	X	
2. Applications Software - Certegy		X
3. Systems Software and Application Software - IBM	X	
M. Provide input and assist to troubleshooting		
1. Systems Software	X	
2. Application Software - Certegy	A	X
N. Perform troubleshooting/problem resolution	X	
O. Provide Applications Software programmer assistance	A	
P. Provide input on System backup/recovery requirements		X
Q. Perform System backup /recovery procedures	X	
R. Perform System backup/recovery job execution	X	
S. Perform VTAM/NCP installation	X	
T. New technology/product research		
1. System technology input/review	P	S
2. System technology selection	P	S
3. Technology implementation	X	
U. New technology/product research (existing scope)		
1. Technology input/review	P	S
2. Technology selection	P	S
3. Technology implementation	X	
V. VTAM/NCP change		
1. Consult on protocol, interface standards, connectivity	A	X
2. FEP configuration management and documentation	X	

4.0	DATABASE SYSPROG SUPPORT		
A.	Plan database Systems Software changes and maintenance	X	
B.	Install database Systems Software for product trials and evaluations	X	
C.	Perform software installs/upgrades to ensure operations stability, system Availability and the enabling of new functions	X	
D.	Configure database Systems Software environments	X	
E.	Enable and maintain Systems Software security interfaces	X	
F.	Apply Systems Software maintenance as required to maintain vendor currency, system Availability, performance, and operational stability.	X	
G.	Backup and restore database Systems Software components	X	
H.	Implement and maintain database and Systems Software general operational and support procedures, including database Systems Software startup/shutdown	X	
I.	Install, configure and support the standard platform and toolset for databasesystem monitoring and management	X	
J.	Implement and maintain database Systems Software monitoring, response and data collection procedures to ensure continued aces ability, availability and performance	X	
K.	Respond to database system monitoring alerts and exceptions, and provide database system problem recovery and resolution	X	
L.	Tune database Systems Software performance by analyzing data, making recommendations, and implementing database Systems Software tuning improvements	X	A
M.	Carry out the orderly removal of software products and components at software retirement time	X	
N.	Dispose of vendor materials at software retirement time, including return to the vendor where appropriate	X	A
O.	Develop, maintain, and periodically test the Disaster Recovery Plans and the database Systems Software	X	A
4.0	DATABASE APPLICATION SUPPORT		
A.	Develop and maintain data models	X	
B.	Develop and maintain logical application database design	X	
C.	Develop and maintain physical application database design	X	
D.	Define and implement application database access and security policies	X	
E.	Administer application database user access authorizations	X	
F.	Manage application capacity requirements	X	
G.	Monitor and respond to application events	X	
H.	Resolve problems related to application database design	X	
I.	Plan and implement application database design changes to improve performance, including index modifications	X	
J.	Perform application testing for new DBMS software maintenance changes	X	
K.	Establish, maintain and support application database components in application enabling and production environments	X	
L.	Migrate application database components between application environments (e.g. development to production)	X	

M.	Convert database structures, by adding and deleting fields and indices, and making similar application database environment changes. Implement approved application design changes		X
N.	Provide application database space management (reorganization, regular maintenance, placement, capacity, etc.)		X
O.	Implement and maintain application database CSC (Help Desk) procedures and on-call procedures		X
P.	Implement and maintain application database monitoring, response, and data collection procedures to ensure continued capacity, availability and performance		X
Q.	Respond to application database monitoring alerts and exceptions, and provide application database problem recovery and resolution		X
R.	Tune application database system performance by analyzing data, making recommendations, and implementing application database tuning improvements		X
S.	Optimize application database utilities, job streams, and storage usage		X
T.	Maintain application database security		X
U.	Develop, implement, and execute application database backup and recovery procedures		X
V.	Execute Performance Acceptance testing of new data base applications		X
W.	Establish and support application database components during software trials and evaluations		X
5.0	FAILURE AND DISASTER RECOVERY		
A.	Define Disaster Recovery requirements	A	X
B.	Define customer connectivity requirements	A	X
C.	Maintain Disaster Recovery Plan	X	A
D.	Coordinate Disaster Recovery testing	X	A
E.	Perform Disaster Recovery testing for System	X	A
E2.	Perform Disaster Recovery testing for Applications Software - Certegy	A	X
F.	Declare Disaster	A	X
G.	Execute Data Center Disaster Recovery procedures	X	A
H.	Execute network Disaster Recovery procedures	A	X
I.	Execute Applications Software - Certegy disaster recovery procedures	A	X
J.	Resolve Machine failure	X	
K.	Resolve Systems Software failure	X	
L.	Resolve Applications Software - Certegy failure		X
M.	Resolve Applications Software - IBM failure	X	
6.0	DASD MANAGEMENT		
A.	Provide capacity plan for storage requirements	A	X
B.	Physical design	X	A
C.	Capacity planning for hardware	X	
D.	Performance management	X	
E.	Performance utilization tracking	X	
F.	Perform System backup/recovery procedures	X	

F2. Perform Applications Software - Certegy data backup/recovery procedures	X	A
F3. Define System backup/recovery procedures		X
G. Troubleshooting/resolution	X	

7.0 PRODUCTION CONTROL

A. Scheduling Systems Software		
1. Install/update changes	X	
2. Scheduler testing/support	X	
3. Build scheduler plans	X	A
4. Execute production jobs	X	
B. Production scheduling		
1. Input to JCL standards	A	X
2. Develop/maintain JCL standards	A	X
3. Review JCL for standards compliance	X	
4. Code and test JCL	A	X
5. Document job flow/job streams-development team	S	P
6. Document job restart/rerun-development team	S	P
7. Document job prerequisites and priorities	S	P
8. Maintain scheduling manual in production control	X	
9. Provide and maintain application run-books		X
C. Promote production code	X	
D. Parameter card input		X
E. Parameter card update - Certegy managed		X
F. Parameter card update - IBM managed	X	
G. Certegy calendar/scheduler input	X	A
H. Scheduling calendar	X	
I. Batch test schedule		
1. Define/develop test requirements	A	X
2. Execute test batch cycle	A	X
J. Batch/online production schedule		
1. Provide scheduler input (production job requirements)		X
2. Scheduler updates	X	
3. Provide input on scheduling conflicts	X	A
4. Resolve scheduling conflicts	A	X
5. Execution	X	
6. Production checks and balances process	A	X
K. Job execution		
1. Monitor production job execution	X	
2. Address/escalate batch failures as documented	X	
3. Maintain application support documentation		X
L. Applications Software installation		
1. Acceptance testing		X
2. Verification/approval process		X
3. Promote to production	X	
M. Systems Software support		
1. Maintain Systems Software at supported levels	X	
2. Maintain Systems Software utilities and products	X	
3. Select Systems Software	P	S
4. Implement Systems Software	X	
5. Interface to vendors for problem resolution	X	
N. Advise of Systems Software change impact	X	

8.0	MAINFRAME INFORMATION AND DATA NETWORK SECURITY		
	A. Install, maintain and upgrade new or existing security software	X	
	B. Define access control software requirements		X
	C. Maintain the access control software	X	
	D. Identify and document the data security requirements		X
	E. Implement the documented protection requirements for End User data	X	
	F. Manage logon IDs and authorities for IBM employees	X	A
	G. Identity Certegy employees Logon and authorities		R
	H. Manage logon IDs and authorities for Certegy employees		X
	I. Establish criteria for management and reset of users' passwords	A	X
	J. Review, approve and grant requests for privileged user authorities	X	R
	K. Applications Software password authorization and administration		X
	L. Logs and alerts monitoring and response	X	R/A
	M. Incident investigation	X	X
	N. Security audit	A	R
	O. Mainframe file controls	A	R
	P. Identify all dial-in services and Authorized Users of the Services	A	X
	Q. Maintain security controls for dial-in services	X	
	R. Add, change and delete users' access to the dial-in services	X	R
	S. Provide logical security controls at the Certegy Data Center	A	X
9.0	PHYSICAL FACILITIES AND SECURITY		
	A. Provide physical facilities		X
	B. Provide Certegy with IBM's security standards and practices	X	
	C. Review security policies and procedures for effectiveness	A	X
	D. Maintain and update the security section of the Procedures Manual	A	X
	E. Provide physical security controls at the Certegy Data Center		X
	F. Restrict access to the Data Center to authorized personnel only	A	X
	G. Conduct periodic reviews of the Data Center access control logs	A	X
	H. Implement controls which protect printed output under IBM control	X	
	J. Provide secure storage for portable storage media		X
	K. Badge distribution, alarm monitoring and response at Data Center		X
	L. Data Center emergency response (fire, medical, first aid, bomb threat)		X

10.0 APPLICATIONS SOFTWARE - CERTEGY SERVICE DELIVERY		
A. Resolve scheduling conflicts	A	X
B. Resolve cycle abends	A	X
C. Establish and maintain escalation procedures	X	X
D. Establish Performance Standards and Minimum Service Levels related to Applications Software - Certegy performance		X
E. Perform root cause analysis	A	X
F. Report Applications Software - Certegy incident report resolution statistics		X
G. Institute Applications Software - Certegy run time improvements (RTIs)	A	X
11.0 APPLICATIONS SOFTWARE - IBM SERVICE DELIVERY		
A. Resolve scheduling conflicts	X	
B. Resolve cycle abends	X	
C. Establish and maintain escalation procedures for Performance Standards and Minimum Service Levels	X	
D. Establish Software performance	X	
E. Perform root cause analysis	X	
F. Report Applications Software - IBM incident report resolution statistics	X	
G. Institute Applications Software - IBM run time improvements (RTIs)	X	A

SCHEDULE E OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
NETWORK SERVICES

DATA NETWORK SERVICES

1.0 INTRODUCTION

IBM will be responsible specifically for the limited Data Network Services that provide SNA, TCP/IP on the mainframe, X.25 related to what runs in the Front End Processors and Bisync (the "Data Network Services") for the St. Petersburg and Madison locations via the equipment specified in Schedule I (Network Locations). Data Network Services will include all the above protocol interfaces as they apply to direct mainframe connectivity in accordance with the network equipment listed in Schedule C. This responsibility also includes the maintenance on equipment, software, network management platforms, and the design required to deliver the Data Network Services to Certegy. IBM will provide Data Network Services during the Service Hours (8AM to 5PM EST) and on-call for all other times. Certegy will provide the network equipment as listed in Schedule C including channel extenders, 3745/4745 FEP and 3174 controllers.

2.0 OPERATIONS

IBM will support the operational functions for the above Data Network Services including production monitoring, performance monitoring, and problem resolution. Identified Data Network equipment and cabling, including channel extenders operated by IBM, will be monitored and supported up to the router or WAN interface connection. Certegy will retain all WAN and LAN connectivity and support responsibility.

3.0 OPERATIONS MANAGEMENT AND CONTROL

IBM will be responsible for the operations management and control of the Data Network Services. Upon detection of an alarm condition or a Certegy trouble report that indicates an out-of-service or degraded condition, IBM will begin coordinating the resolution and will remain responsible until the problem is resolved, provided the problem is an IBM problem, or if the problem is determined to be a Certegy problem (i.e., data circuit), work with Certegy to the extent necessary for Certegy's resolution of the problem.

Operations will:

- (a) provide proactive monitoring and surveillance of real-time SNA Data Network Services elements;
- (b) respond to alarms from the above Data Network Services management systems or Certegy trouble reports by initiating service

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restoration, coordinating remote diagnostics and trouble resolution, and initiating problem tracking and notification procedures;

- (c) coordinate dispatch services or vendor maintenance activity on the Data Network Services equipment when Data Network Services problems cannot be cleared remotely;
- (d) provide timely and periodic status updates of ongoing problem resolution activities to the Customer Service Center and End Users; and
- (e) verify that reported faults and End User problems are resolved.

#### Monitoring

IBM's responsibility will include monitoring the availability and the performance of the Data Network Services resources. Monitoring will be accomplished by periodic polling of Data Network Services resources and by processing system events that are generated. Performance monitoring will attempt to detect problems before End Users are affected. Performance monitoring will also provide information regarding utilization, availability, and performance of the Data Network Services. Data collected may vary based on the device type, but examples of the information collected will be incorporated into Data Network Services availability delivery reports. Data will be collected using polling intervals established by IBM's design organization and analyzed to determine a pattern of usage that consists of the average network usage and peak usage time.

#### Capacity Management

IBM will be responsible for maintaining capacity that will meet or exceed the Service Levels. This includes monitoring and tuning the equipment listed in Schedule C in the locations in Schedule I (St. Petersburg and Madison) across the Data Network Services technology environments for efficiency, management of configuration requirements, and efficient coordination with service and supply vendors. IBM will implement processes to provide regular performance and capacity monitoring/reporting, using tools appropriate to the Data Network Services environment. IBM will monitor the Data Network Services to establish a reference for projecting bandwidth and equipment needs and will recommend to Certegy the adjustment of appropriate equipment in light of these projections. IBM will provide the Data Network Services capacity planning information developed by IBM to Certegy when requested by Certegy to assist with Certegy's budgeting, response time analysis, and availability maintenance.

#### 4.0 CONNECTIVITY SERVICE

Certegy is responsible for providing the communications related equipment and connectivity to and between all Data Network locations specified in Schedule I. Connectivity to external (for example, Third Party) networks will also be provided by Certegy. Connectivity to IBM's facilities and use of IBM shared network facilities will require Certegy's prior review and approval which approval will not be unreasonably withheld.

#### 5.0 NETWORK MAINTENANCE

IBM will be responsible for the maintenance and maintenance costs of the Data Network Services Machines specified in Schedule C at the locations identified in Schedule I. Certegy will retain maintenance on all channel extension devices, 3174's and WAN connectivity.

#### 6.0 NETWORK PROVISIONING

Certegy will be responsible for the procurement and installation activities in support of all Data Network Services equipment and circuits that are needed to provide this Service at each Data Network location. Any IBM network equipment de-installation activities excluding the 4745's will be performed as a New Service. Certegy will be responsible for the disposal of the FEP's (4745's) and associated cabling and configuration removal as they are decommissioned over time.

#### 7.0 NETWORK ADMINISTRATION

IBM will administer the Data Network Services requirements and activities including the processing of change requests. IBM will also be responsible to administer and maintain address and configuration parameters for the Data Network Services as it applies to the equipment and software that they are responsible for listed in Schedule C for the locations in Schedule I.

#### 8.0 SOFTWARE SUPPORT

IBM will be responsible for IBM VTAM/NCP, TCP/IP profile software within the Data Network Services at the locations specified in Schedule I. IBM will provide major and minor upgrades and patches to such software to maintain the agreed currency of the Data Network Services equipment and the Data Network performance and availability Service Levels. IBM will assist Certegy in their performance, as needed from a design and implementation standpoint, with the migration of current remote TN3270 Cisco CIP users over to a direct interface into the selected Certegy mainframes TCP/IP stacks. This configuration may involve the utilization of IP nailing functionality within the profiles for security reasons, which shall be performed by Certegy.

#### 9.0 REGULATORY CHANGES

IBM will perform Data Network Services modifications as required to maintain compliance with IBM Regulatory requirements and Certegy Regulatory requirements applicable to the Data Network Services.

#### 10.0 NETWORK ENGINEERING

IBM will provide Data Network Services engineering functions related to meeting Certegy's communications needs, including Data Network Services design, capacity and configuration management, Data Network Services optimization, efficiency tuning and vendor coordination.

IBM will:

- a) perform Data Network Services design activities, to include establishing Data Network Services design criteria and standards with Certegy;
- a) manage the capacity and configuration of the Data Network Services;
- b) maintain and provide to Certegy Data Network Services documentation and information as reasonably requested by Certegy;
- c) evaluate and test Data Network Services equipment prior to installation;
- d) configure and install Data Network Services equipment at the locations specified in Schedule I that will be attached to, and will communicate over, the Data Network;
- e) develop acceptance procedures for changes to the Data Network Services; and
- f) verify restoration of availability following problems with Data Network Services equipment.

#### 11.0 NETWORK OPTIMIZATION

##### Performance Monitoring

IBM will implement performance management and monitoring Tools to be used in conjunction with the problem management system and the inventory database to monitor the performance of the Data Network Services. This monitoring will encompass those activities required to continuously evaluate the principal performance indicators of Data Network Services operations, verify Service Levels, identify actual and potential bottlenecks, and establish and report on trends for decision making and planning. These measurements may take the form of overall percent. Measurements will include both peak and average levels.

##### Performance Planning

IBM will work with Certegy to identify future loads on the Data Network Services that could impact performance. IBM will propose to Certegy, for its approval, changes to improve performance in anticipation of such future loads. IBM's proposals will include performance improvement expectations and the corresponding cost for the changes.

#### Network Tuning

On an ongoing basis, IBM will tune and manage the Data Network Services to meet Certegy business requirements and Service Levels. Certegy will retain responsibility for WAN and multi-protocol network tuning and cost for the changes. Certegy agrees to make reasonable tuning changes necessary for IBM to meet the Service Levels.

#### Network Optimization

On an ongoing basis, IBM will perform Data Network Services optimization reviews on a mutually agreed schedule. Such reviews will be performed following any major Data Network Services migrations or changes. IBM will focus on achieving Certegy's optimization objectives, with Certegy's approval and participation. IBM will also optimize the Data Network Services in terms of cost effectiveness and efficiency (not including Transport), but without sacrificing performance or ability to meet the Service Levels.

#### CERTEGY RESPONSIBILITIES

Certegy will:

- a) provide all non- Data (multi-protocol) Network WAN and LAN management, monitoring, provisioning, procurement, problem resolution;
- b) control and distribute IDs to End Users;
- c) be responsible for any damages resulting from the use of IDs under Certegy's control;
- d) appoint a Certegy Focal Point to work with IBM to resolve non-Data Network operational problems, order Data Network services and products, and authorize others to do so;
- e) provide IBM or IBM's designee with the necessary assistance to enable IBM's personnel access to the Facilities to perform inspections, installations, prepare returns, or perform maintenance (including engineering changes) as appropriate;
- f) obtain and pay all costs associated with supplying any required unique registered IP addresses provided by an American Registry of Internet Numbers (ARIN)- accredited registrar or other recognized standards body;
- g) provide, install and maintain the required cabling, wiring, physical security and utilities for the Data Network locations specified in Schedule I;
- h) provide all End User training; and
- i) Provide support for all non-supported software and hardware.

SCHEDULE E OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
DESKTOP MANAGEMENT SERVICES

Services, Location of Facilities, Operational and Financial Responsibilities

DESKTOP MANAGEMENT SERVICES

1.0 INTRODUCTION

IBM will provide the following Desktop Management Services (DMS) to Certegy as provided in this Schedule E Desktop Management Services. IBM will provide the Desktop Services at the St. Petersburg, Florida; Madison, Wisconsin; Salt Lake City, Utah; Alpharetta, Georgia; and Tuscaloosa, Alabama Certegy Facilities (the "Desktop Locations"). Unless otherwise agreed to by Certegy and IBM, IBM will provide Desktop Management Services during the hours of 8:00AM to 5:00PM, (local time of the Facility) Monday through Friday and call out coverage for all other times.

2.0 ON-SITE SERVICES

IBM will provide End User (see TD for definition) assistance with problem determination and problem resolution at the End User's Desktop workstation. Any laptop personal computer connected to a docking station that is used as a desktop workstation will be considered a Desktop at the End User's Desktop Location. On-site Services are a combination of deskside support (which is primarily Level 3 support invoked by the Help Desk when Level 1 and Level 2 support cannot adequately address the End User's problem), hardware related support, software problems and IMAC Services. Level 1, 2 and 3 support levels are defined in Schedule M hereto, and IMAC Services are defined in Schedule J hereto. IBM will provide 36 month warranty support for all Desktop and laptop devices that are associated with those devices that are included in the lease agreement between IBM and Certegy.

Certegy will provide hardware break/fix vendor support for all out of warranty Desktop and laptop devices owned or leased by Certegy. Certegy will provide all warranty support for Non-IBM Desktop and laptop devices that are currently owned by Certegy.

For Certegy owned or leased End User laptop personal computers that are not being used as Desktops at the locations referenced in Section 1.0 above ("Mobile End Users") that are included in the Standard Products and the Supplement Baselines, IBM will provide such Desktop Management Services as Depot Services, that is performed at the Certegy sites referenced in Section 1.0 above. The Certegy Mobile End User is responsible for transportation or delivery of the laptop equipment to one of the Certegy facilities referenced in Section 1.0. For locations other than St. Petersburg and Madison, IBM may not have adequate spare machines or Certegy provided parts to immediately swap out or repair these specific units and may have to ship the units to either Madison or St. Petersburg for repair or to obtain a replacement unit. Certegy is

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responsible for any shipping costs associated with the above unless the units are part of the Technology Refresh Plan and the Mobile End User has no issue with the standard replacement timeframe as stated in the warranty. If the Mobile End User needs to have the replacement unit earlier than the standard replacement timeframe as stated in the warranty, Certegy will be responsible for shipping costs.

Certegy has overall responsibility for LAN connectivity for all workstations. IBM will work with Certegy to ensure Desktop connectivity testing of the Desktop after it has been swapped or repaired by IBM.

IBM will provide interfaces to Certegy IR (Incident Reporting), RS (Request for Service) and On Line Service Request applications (collectively the GWI and Domino workflow applications) which includes all trouble tickets, project requests and desktop hardware/software requests.

DEKSIDESIDE SERVICES RESPONSIBILITIES MATRIX

R = IDENTIFY REQUIREMENTS A = ASSIST X = PERFORM P = PRIMARY S = SECONDARY

ITEM NO.	SERVICES	RESPONSIBILITY	
		IBM	CERTEGY
2.1.1	Problem source identification.	X	
2.1.2	Problem severity / impact validation according to Certegy standards as provided in the Procedures Manual	S	P
2.1.3	Problem determination.	X	
2.1.4	Provide Level 2 and Level 3 support at the End User's work location in accordance with the procedures set forth in the Procedures Manual.	X	
2.1.5	Provide Deskside Support Services for Nonstandard Products on a commercially reasonable efforts basis or at an hourly charge as agreed by the Parties.	X	
2.1.8	Support for Certegy home-developed application software.	A	X
2.1.9	Dedicated executive support (VIP support Alpharetta).	A	X
2.1.10	Determine workstation/peripheral suitability as determined by hardware and software.	X	A
2.1.11	Provide HW, SW (deskside) service to a Mobile/Remote End User as identified in 2.0 herein and in accordance with the Procedure Manual.	X	A
2.1.12	Arrange for an on-site support call at a particular time/date with a mobile user who is visiting a supported site.	X	A
2.1.13	Provide area "depots" in at the Certegy locations referenced in Section 1.0 specifically for Mobile End User drop off and pick up service.	X	A
2.1.14	Dispose of obsolete Certegy owned equipment	A	X
2.1.15	Save/transfer of Certegy data during the 'swap out' process.	X	A
2.1.16	Manage the spare parts inventory in accordance with guidelines provided by Certegy	X	
2.1.17	Provide the procedures to be followed by mobile and/or home-based End Users in order to obtain depot services.		X
2.1.18	Train users on Certegy Desktop Applications	A	X

2.2 HARDWARE MAINTENANCE

ITEM NO.	SERVICES	RESPONSIBILITY	
		IBM	CERTEGY
2.2.1	Provide for all corrective maintenance and repair.		X
2.2.2	Coordinate and schedule maintenance activities.	X	
2.2.3	Dispatch hardware maintenance service personnel.	X	
2.2.4	For Mobile End User utilizing a depot site, faulty equipment is delivered to depot site and shipped back to Mobile End User.	A	X
2.2.5	Using Certegy-provided warranty documentation, maintain the records necessary to support warranty service of on-warranty devices installed as of the Commencement Date.	X	
2.2.6	For equipment ordered by IBM after the Commencement Date, maintain the records necessary to support warranty repair service.	X	
2.2.7	Coordinate warranty repair service with the appropriate equipment manufacturer.	X	
2.2.8	Track and report observed failure trends for Desktop Systems.	X	
2.2.9	Provide spare parts inventory and spare Standard Desktop machines (Definition) necessary for IBM to provide the Desktop Management Services in accordance with the Service Levels	X	
2.2.10	Provide hardware maintenance Services for Nonstandard Products.		X

2.3 IMAC SERVICE

ITEM NO.	SERVICES	RESPONSIBILITY	
		IBM	CERTEGY
2.3.1	THE ACTIVITIES ASSOCIATED WITH THE COORDINATION OF IMAC ARE AS FOLLOWS:		
2.3.1.1	Schedule the IMAC perform date with the Certegy End Users.	X	
2.3.1.2	Notify the Certegy Focal Point of the required IMAC components that must be available and site preparations (facilities and telecommunications modifications), which must be completed prior to the scheduled IMAC date.	X	
2.3.1.3	Plan and coordinate the execution of and execute IMAC.	X	
2.3.1.4	Prior to the scheduled IMAC date, validate with the Certegy Focal Point that the End User has complied with all prerequisites, all site modifications are complete, and that the necessary IMAC components have been received and will be available at the End User's work location on the scheduled IMAC date.	X	A
2.3.2	THE PERFORM ACTIVITIES RELATED TO INSTALL ACTIVITIES AS FOLLOWS:		
2.3.2.1	Develop and maintain procedures for installation of Standard Products for Certegy HW & SW.	X	A
2.3.3	THE PERFORM ACTIVITIES RELATED TO REMOVAL ACTIVITIES ARE:		
2.3.3.1	Removal of system unit and placement back in inventory or prepare for disposal.	X	
2.3.3.2	Prepare displaced hardware (i.e., desktop/laptop, wrap cords) and, if applicable, move to a designated staging area within the Facility for removal by Certegy.	X	
2.3.3.6	Data erasure on removed hardware systems per procedures	X	R
2.3.4	THE ACTIVITIES RELATED TO IMAC PERFORM ARE:		
2.3.4.1	Perform the IMAC Services for Desktop Standard Products according to the criteria specified in the IMAC checklist as defined in Procedures Manual	X	

ITEM NO.	SERVICES	RESPONSIBILITY	
		IBM	CERTEGY
2.3.4.2	Assist Certegy in resolving on a timely basis any issues impacting IMAC activity.	X	
2.3.4.3	Implement A mutually agreed-upon process for consolidating IMAC activity, when possible, into IMAC Projects.	X	A
2.3.4.4	Transportation or shipping of desktops or laptops		X
2.3.4.5	Data migration related to IMACs	X	A
2.3.5	FOLLOWING ACTIVITIES ARE CONSIDERED AS SPECIAL PROJECTS AND WILL BE PROVIDED AS PROJECTS AS AGREED BY THE PARTIES		
2.3.5.1	Major moves (Generally more than 12 in a single site)		X
2.3.5.2	Major roll outs (refreshes) (any event outside the Desktop Refresh Plan)		X
2.3.5.3	Moves outside the Certegy major site locations		X
2.3.5.4	Re-deploy of desktops		X

### 3.0 ELECTRONIC SOFTWARE DISTRIBUTION SERVICE

IBM will provide Electronic Software Distribution Services for Desktop Supported Products using existing Certegy SMS product as of the Commencement Date, including distribution of software packages to all End Users, creating and maintaining software distribution package, define distribution processes and procedures. Maintaining distribution plans and compatibility compliance and resolution of configuration problems.

IBM will provide Electronic Software Distribution Services including the management of the Software Distribution environment using the appropriate SMC disciplines (for example, performance management, problem management, change management).

Resolving failed load caused by Nonstandard Products will be performed as hourly services.

#### DEKSIDESIDE SERVICES RESPONSIBILITIES MATRIX

R = IDENTIFY REQUIREMENTS A = ASSIST X = PERFORM P = PRIMARY S = SECONDARY

ITEM NO.	SERVICES	RESPONSIBILITY	
		IBM	CERTEGY
3.1	DISTRIBUTION ENVIRONMENT		
3.1.1	Define distribution image software list.	A	X
3.1.2	Ensure that the distribution infrastructure meets requirements for the service and service levels which will be provided.	A	X
3.1.3	With Certegy define the Certegy platform requirements for successful distribution.	X	A
3.1.4	Define what is to be distributed to each specific desktop system.		X
3.1.5	Provide End Users with necessary information of upcoming distributions	A	X
3.1.6	Ensure that designated machines have the right status to receive distribution (e.g. turned on).		X
3.2	CREATE CHANGE		

ITEM NO.	SERVICES	RESPONSIBILITY	
		IBM	CERTEGY
3.2.1	Receive, acknowledge, validate and perform a change request involving software distribution from the change control process.	X	
3.2.2	Schedule and coordinate Electronic Software distribution.	X	A
3.2.3	Communicate to the Certegy Focal Point, via the change management procedures, any prerequisites prior to a Electronic Software Distribution and any post-install requirements.	X	
3.2.4	Prior to a Electronic Software distribution, if appropriate, make recommendations to Certegy for End User training related to the changes which will result from such distribution.	X	
3.2.5	Define distribution processes and procedures.	X	A
3.2.6	Package repository software - ensure configuration and policy compliance	A	X
3.2.7	Provide software distribution hardware and software platform		X
3.2.8	Identify environment, build image and test.	X	A
3.2.9	Test that the application/change to be distributed works in the Standard Certegy HW/SW	A	X
3.2.10	Provide the distribution processes and procedures to Certegy-designated personnel (e.g., operators, help desk, problem support personnel) and communicate any Certegy support requirements.	X	
3.2.11	Resolve configuration conflicts between previously distributed software packages and the software packages to be distributed and modify as necessary.	X	
3.3	DISTRIBUTE CHANGE		
3.3.1	Manage environment (capacity, architecture, LAN speed, etc.) to determine feasibility of each distribution request.	A	X
3.3.2	Provide electronic change notice to the Certegy user-communication team regarding upcoming distributions prior to distribution.	X	
3.3.3	Manage and administer the Electronic Software distribution according to the approved change distribution plan.	X	
3.3.4	Perform testing prior to distribution.	X	
3.3.5	Execute Electronic Software Distribution to the Certegy designated machines on the agreed time.	X	
3.3.6	Monitor and ensure the successful distribution to the end Certegy level.	X	
3.3.7	Take corrective action, as appropriate, for problems resulting from the distribution to correct error conditions and inform Certegy of which machines have / have not received the software package.	X	
3.3.8	Provide trend analysis and periodic management reports on distribution success / failure rates.	X	
3.3.9	Resolve failed loads caused by Nonstandard Products	A	X
3.3.10	Resolve failed loads caused by lack of hardware and/or network resources.	X	A

#### 4.0 CERTIFICATION/TEST

IBM will maintain as of the Commencement Date existing test and certification environments for production and IBM will maintain existing test and certification environments for development.

Certegy will provide all hardware platforms for test and development along with the required associated infrastructure.

ITEM NO.	SERVICES	RESPONSIBILITY	
		IBM	CERTEGY
4.1	Maintain the production and development test and certification environments according to Certegy requirements.	X	R
4.2	Test and certify applications/changes requested by Certegy.	A	X
4.3	Test applications/changes in standard Certegy platform.	X	
4.4	As agreed with Certegy inspect the application/change from a production perspective.	X	A

SCHEDULE F OF  
TRANSACTION DOCUMENT #03-01

(UNITED STATES)

MAINFRAME TOWER

LEASES, LICENSES AND OTHER THIRD PARTY AGREEMENTS

Section F-1 of this Schedule F lists the Mainframe Tower leases for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Certegy.

SECTION F-1 - LEASES FOR MAINFRAME TOWER

IBM IS NOT RESPONSIBLE FOR ANY MAINFRAME TOWER LEASES FOR CERTEGY AS  
OF THE COMMENCEMENT DATE

Section F-2 of this Schedule F lists the Mainframe Tower IBM software licenses for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Certegy.

SECTION F-2 SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
1	5645-005	System Automation for OS/390	IBM	I	I	I	I
2	5648-A25	COBOL for OS/390 & VM V2	IBM	I	I	I	I
3	5648-063	ACF/NCP V5.4	IBM	I	I	I	I
4	5655-A46	JAVA for OS/390 V1R1M0	IBM	I	I	I	I
5	5655-A95	MQSERIES FOR OS/390 V.2.1	IBM	I	I	I	I
6	5655-B17	PSF V3 for OS/390	IBM	I	I	I	I
7	5655-D35	JAVA (TM) 2 Technology Edition 1.1.0	IBM	I	I	I	I
8	5655-D44	XML Toolkit for OS/390 1.1.0	IBM	I	I	I	I
9	5655-041	ACF/SSP Version 4 MVS	IBM	I	I	I	I
10	5655-147	CICS TS for OS/390	IBM	I	I	I	I
11	5655-279	BTAM/SYSTEM PRODUCT	IBM	I	I	I	I
12	5665-333	NetView Performance Mon. (NPM)	IBM	I	I	I	I
13	5668-958	VS COBOL II Comp Liba nd Debug	IBM	I	I	I	I
14	5675-DB2	DB2 UDB for OS/390	IBM	I	I	I	I
15	5675-DB2	QMF for OS/390 (feat of DB2)	IBM	I	I	I	I
16	5688-190	PPFA/370	IBM	I	I	I	I
17	5694-A01	z/OS V1 Base	IBM	I	I	I	I
18	5694-A01	z/OS V1 DFSMS dsshsm	IBM	I	I	I	I
19	5694-A01	z/OS V1 HLASM Toolkit	IBM	I	I	I	I
20	5694-A01	z/OS V1 RMF	IBM	I	I	I	I
21	5694-A01	z/OS V1 SDSF	IBM	I	I	I	I

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## SECTION F-2 SYSTEMS SOFTWARE - IBM

ITEM NO.	PRODUCT NUMBER	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
22	5697-B82	Tivoli NetView Enterprise	IBM	I	I	I	I
23	5735-XXB	Emulation Program Version 1	IBM	I	I	I	I
24	5740-CB1	COBOL Compiler/Library V1	IBM	I	I	I	I
25	5798-DXQ	ICFRU 1.1.0	IBM	I	I	I	I
26	5655-A25	AFP TOOLBOX FOR MVS	IBM	I	I	I	I
27	5648-D68	DB2 FACILITIES SUITE SUBSCRIPTION	IBM	I	I	I	I
28	5697-E98	DB2 FACILITIES SUITE	IBM	I	I	I	I
29	5697-B82	GRAPHICAL ENTERPRISE LE 370	IBM	I	I	I	I

Section F-3 of Schedule F lists the Mainframe Tower Third Party Agreements for which IBM is assuming financial, management and/or administrative responsibility as attorney in fact for Certegy.

## SECTION F-3: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
1	FUJITSU (AMDAHL)	TDMF	Certegy	I	I	I	NA
2	ASI	PKZIP	Certegy	I	I	I	NA
3	BMC (BOOLE & BABBAGE)	EASYPOL (POOL DASD) (5)	Certegy	I	I	I	NA
4	BMC (BOOLE & BABBAGE)	STOP/X37II (5)	Certegy	I	I	I	NA
5	CANDLE	OMEGAMON II/EPILOG (5)	Certegy	I	I	I	NA
6	CANDLE	OMEGAMON II CICS (5)	Certegy	I	I	I	NA
7	CANDLE	OMEGAMON II MVS (5)	Certegy	I	I	I	NA
8	CHICAGOSOFT	MVS QUICKREF	Certegy	I	I	I	NA
9	COMM-PRO	COMM-PRO (6)	Certegy	I	I	I	NA
10	COMPUTER ASSOCIATES	ACF2/MVS	Certegy	I	I	I	NA
11	COMPUTER ASSOCIATES	CA-1	Certegy	I	I	I	NA
12	COMPUTER ASSOCIATES	CA-11	Certegy	I	I	I	NA
13	COMPUTER ASSOCIATES	CA-7	Certegy	I	I	I	NA
14	COMPUTER ASSOCIATES	CA90S	Certegy	I	I	I	NA
15	COMPUTER ASSOCIATES	EASYTRIEVE PLUS	Certegy	I	C	C	NA

## SECTION F-3: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
16	COMPUTER ASSOCIATES	ENDEVOR/MVS BASE	Certegy	I	I	I	NA
17	COMPUTER ASSOCIATES	ENDEVOR/MVS AUTOMATED CONFIG MGR	Certegy	I	I	I	NA
18	COMPUTER ASSOCIATES	ENDEVOR/MVS EXTENDED PROCESSOR	Certegy	I	I	I	NA
19	COMPUTER ASSOCIATES	ENDEVOR/MVS EXTERNAL SECURITY INTERFACE	Certegy	I	I	I	NA
20	COMPUTER ASSOCIATES	ENDEVOR/MVS PARALLEL DEV MGR	Certegy	I	I	I	NA
21	COMPUTER ASSOCIATES	ENDEVOR/MVS QUICKEDIT	Certegy	I	I	I	NA
22	COMPUTER ASSOCIATES	FAVER for MVS	Certegy	I	I	I	NA
23	COMPUTER ASSOCIATES	JCLCHECK	Certegy	I	I	I	NA
24	COMPUTER ASSOCIATES	LIBRARIAN	Certegy	I	I	I	NA
25	COMPUTER ASSOCIATES	MULTI IMAGE CONSOLE	Certegy	I	I	I	NA
26	COMPUTER ASSOCIATES	MULTI IMAGE ALLOCATION	Certegy	I	I	I	NA
27	COMPUTER ASSOCIATES	MULTI IMAGE INTEGRITY W/EDIF	Certegy	I	I	I	NA
28	COMPUTER ASSOCIATES	OPS/MVS II JES2	Certegy	I	I	I	NA
29	COMPUTER ASSOCIATES	TPX ADV DATA COMPRESS OPT NVI/TPX	Certegy	I	I	I	NA
30	COMPUTER ASSOCIATES	TPX MAILBOX OPTION	Certegy	I	I	I	NA
31	COMPUTER ASSOCIATES	TPX MULTISESSION	Certegy	I	I	I	NA
32	COMPUTER ASSOCIATES	TPX ACL/E	Certegy	I	I	I	NA
33	COMPUTER ASSOCIATES	TSOMON	Certegy	I	I	I	NA
34	COMPUTER ASSOCIATES	VIEW/MVS	Certegy	I	I	I	NA
35	COMPUTER ASSOCIATES	DELIVER/MVS	Certegy	I	I	I	NA
36	COMPUTER ASSOCIATES	XCOM	Certegy	I	I	I	NA

## SECTION F-3: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
37	COMPUTER ASSOCIATES (STERLING)	VISION EXCEL (BASE)	Certegy	I	I	I	NA
38	COMPUTER ASSOCIATES (STERLING)	VISION RESULTS	Certegy	I	I	I	NA
39	COMPUWARE	ABEND AID/CICS	Certegy	I	I	I	NA
40	COMPUWARE	ABEND-AID/XLS	Certegy	I	I	I	NA
41	COMPUWARE	XPEDITER/TSO	Certegy	I	I	I	NA
42	COMPUWARE	BASE					
43	COMPUWARE	XPEDITER/CICS	Certegy	I	I	I	NA
44	COMPUWARE	XPEDITER/CICS ASM					
44	COMPUWARE	OPTION	Certegy	I	I	I	NA
44	COMPUWARE	FILEAID/MVS	Certegy	I	I	I	NA
45	COMPUWARE	STROBE/MVS SYSPLEX	Certegy	I	I	I	NA
46	COMPUWARE	STROBE/CICS	Certegy	I	I	I	NA
47	COMPUWARE	ADV SESSION	Certegy	I	I	I	NA
48	COMPUWARE	MGT FEAT.					
48	COMPUWARE	STROBE DB2	Certegy	I	C	C	NA
49	COMPUWARE	iSTROBE	Certegy	I	C	C	NA
50	COMPUWARE	MQ STROBE	Certegy	I	C	C	NA
51	COMPUWARE	DBA Expert for DB2	Certegy	I	C	C	NA
52	DOCSENSE (PITNEY BOWES)	CICS WINDOW MAINTENANCE	Certegy	I	I	I	NA
53	DOCSENSE (PITNEY BOWES)	FINALIST National	Certegy	I	I	I	NA
54	DOCSENSE (PITNEY BOWES)	STREAM WEAVER	Certegy	I	I	I	NA
55	DOCSENSE (PITNEY BOWES)	DIALOG	Certegy	I	I	I	NA
56	DOCSENSE (PSTNEY BOWES)	Z4 Ext Maintenance (6)	Certegy	I	I	I	NA
57	INNOVATION DATA PROCESSING	FDR	Certegy	I	I	I	NA
58	INNOVATION DATA PROCESSING	CPK	Certegy	I	I	I	NA
59	INNOVATION DATA PROCESSING	ABR	Certegy	I	I	I	NA

## SECTION F-3: SYSTEMS SOFTWARE - CERTEGY

ITEM NO.	VENDOR	SOFTWARE NAME/DESCRIPTION	LICENSEE	RESPONSIBILITY (I = IBM C = CERTEGY)			
				OPER (1)	FIN (2)	MAINT (3)	DEV (4)
60	INNOVATION DATA						
	PROCESSING	IAM	Certegy	I	I	I	NA
61	LEVI, RAY AND SHOUP	VPS	Certegy	I	I	I	NA
62	NETEC INTERNATIONAL	CAFC	Certegy	I	I	I	NA
63	OPENCONNECT	FTP/SERVER	Certegy	I	I	I	NA
64	OPENCONNECT	OC/SOCKET	Certegy	I	I	I	NA
65	PRIME FACTORS	SECURITY SOFTWARE MVS					
		BCSS (formerly PMS)) (6)	Certegy	I	I	I	NA
66	SAS INSTITUTE	SAS BASE/MVS (5)	Certegy	I	I	I	NA
67	SAS INSTITUTE	SAS CONNECT/MVS (5)	Certegy	I	I	I	NA
68	SECURITY DYNAMICS	SECUREID	Certegy	I	C	C	
69	STERLING COMMERCE	CONNECT:DIRECT OS390	Certegy	I	I	I	NA
70	STERLING COMMERCE	CONNECT:ENTERPRISE	Certegy	I	I	I	NA
71	SYNCSORT	SYNCSORT MVS	Certegy	I	I	I	NA
72	UNICOM SYSTEMS	CICS/WINDOWS	Certegy	I	I	I	NA
73	UNITECH	ACR PLUS MVS	Certegy	I	I	I	NA

## NOTES:

- (1) "OPER" means operational responsibility for the Systems Software listed in this Schedule.
- (2) "FIN" means financial responsibility for license fees, maintenance charges, Maintenance Releases, Versions and any other related charges for the Systems Software listed in this Schedule.
- (3) "MAINT" means maintenance responsibility, including applying fixes, corrections, and minor enhancements (but not necessarily the financial responsibility for such) for the Systems Software listed in this Schedule.
- (4) "Dev" means development responsibility, including the programming of any regulatory/statutory mandated changes, version upgrades, or major enhancements for the Systems Software listed in this Schedule.
- (5) "SUSPENDED LICENSES" - These Certegy licenses will be suspended following the Commencement Date and IBM will use its own licenses for these products. However, IBM will still be subject to the terms and conditions of [Section 5.3] of this Transaction Document regarding 'paid up' licenses

- (6) In the event the procurement of the Licenses and ongoing Maintenance fees for these three products (Prime Factor, CommPro and Z4) collectively exceed \$200,000 during the Term of this Transaction Document, then any amount over \$200,000 will be the financial responsibility of Certegy. IBM will notify Certegy and obtain Certegy's written approval before exceeding the \$200,000 figure.

IBM is assuming Certegy software licenses as of the Effective Date are licensed at the level required to operate on the current Amdahl 2064E machine rated at 883 MIPS. Certegy is responsible for guaranteeing these licenses are at this level and if they are not, Certegy is responsible for upgrading these licenses to the current Amdahl 2064E, 883 MIPS, and will pay any associated costs if applicable.

SCHEDULE G OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
DISASTER RECOVERY SERVICES

1.0 INTRODUCTION

- 1.1 IBM will provide Disaster Recovery Services for the Mainframe Tower for Certegy as described within this Schedule. This Schedule is intended to describe all aspects of the services to be provided and include the roles and responsibilities of both Certegy and IBM in planning, testing and supporting Disaster Recovery for the Certegy LPARS and the LPAR Critical Applications as defined herein.
- 1.2 IBM will provide access to the BCRS Atlanta Work Group Recovery Center to Certegy. This center will provide 25 PC Desktops with workspace, phones, chairs and power for office equipment. Certegy's access to this site is limited to a total of 120 hours during the two (2) Plan test times per year, and for a maximum of six (6) weeks from the date of a Disaster declaration.
- 1.3 The Disaster Recovery Services included the provision by IBM of a 48 hour Quick Ship Service (meaning, upon declaration of a Disaster by Certegy, the devices shown in the Disaster Recovery Plan will be shipped to the designated site within 48 hours of said declaration) to either the Certegy Madison Wisconsin or the Atlanta Work Group Recovery Center locations for 11 NT servers, workstations and printers as identified in the Disaster Recovery Plan.
- 1.4 IBM will be responsible for the provision of Disaster Recovery Services to Certegy based on the roles and responsibilities in Attachment 1, the Disaster Recovery Responsibilities Matrix.
- 1.5 The Parties' Disaster Recovery Services responsibilities shall include, but not be limited to, the following:
  - 1.5.1 IBM and Certegy will discuss and agree on the readiness of the Certegy Application Disaster Recovery plan and the IBM System Disaster Recovery plan and include such plans in the Disaster Recovery Plan;
  - 1.5.2 IBM and Certegy will jointly plan and IBM will execute the initial Disaster Recovery test (one of the two tests per Contract Year) at a time to be agreed and subject to the commencement of the Disaster Recovery Services;
  - 1.5.3 IBM will provide a total of two tests per Contract Year during the term of this Transaction Document. The combination of the two tests will not exceed 120 hours of test time. These tests include Resource Units at 80% of the Baseline plus the Deadband and the charge is included in the Annual Service Charge. Additional hours, if requested by Certegy, may be available subject to additional charges;

1.5.4 IBM will provide the IBM Configuration and the defined network infrastructure, if any, as agreed at the Recovery Center;

1.5.5 The Parties agree to review the DASD capacity and the data transfer services required to support the target Recovery Times for the Critical Applications (defined in Attachment 2) and achieve agreement on the defined service 60 days prior to the scheduled implementation of the Disaster Recovery Services;

1.5.6 IBM will design, implement system backup and recovery processes and procedures;

1.5.7 Certegy will design, implement application and database backup and recovery processes;

1.5.8 It is the intent of both Parties that the Critical Business LPARS and target recovery times as identified in Attachment 2 will be the goals of the jointly developed Disaster Recovery Plan, and both Parties agree to work together to achieve these targets;

1.5.9 The Parties will be jointly responsible for the initiation, support and execution of the testing and performance of the Disaster Recovery Plan with the Parties respective roles being consistent with the roles set forth in this Schedule;

1.5.10 In the event of a Disaster declaration, IBM and Certegy will jointly support the execution of the Restoration; and

1.5.11 IBM will make commercially reasonable efforts to meet the Service Levels during a Disaster declaration.

## 2.0 DEFINITIONS

2.1 "COLD SITE" means a fully constructed facility that provides all Hot-Site physical services and utilities necessary to support Certegy's computer environment. It does not have dedicated computer hardware or network equipment.

2.2 "CRITICAL BUSINESS LPARS" means the LPARS specified by Certegy to support Certegy's vital business functions in the event of a Disaster. The Critical Business LPARS are set forth in Attachment 2 hereto.

2.3 "CRITICAL SYSTEM PROCESS" means any application process that is required to support the Critical Business LPARS.

2.4 "DISASTER" means any unplanned interruption of information processing for Certegy, due to causes beyond the reasonable control of Certegy or IBM, which significantly impair the ability of IBM to perform the Services and to operate the Critical Business LPARS at the Data Center facility.

2.5 "DISASTER Recovery" means the Restoration, at a location other than the Data Center,

of Critical Business LPARS and Critical System Processes following a declared Disaster.

- 2.6 "DISASTER RECOVERY PLAN" or "PLAN" means the mutually agreed upon plan for recovering Certegy's Critical Business LPARS necessary for continuation of the vital business processes of Certegy.
- 2.7 "CERTEGY CONFIGURATION" means the mainframe hardware and/or mainframe software and Midrange equipment provided by Certegy as set forth in the Disaster Recovery Plan, designated for support of the Critical Business LPARS or the Midrange environment during a declared Disaster.
- 2.8 "HOT-SITE" means a fully equipped data center environment, which contains the IBM Configuration.
- 2.9 "IBM CONFIGURATION" means the mainframe hardware including communication controllers (FEP's) and mainframe software equipment and the Midrange equipment provided by IBM, as set forth in the Disaster Recovery Plan, designated for support of the Critical Business LPARS and the Midrange environment during a declared Disaster.
- 2.10 "RECOVERY CENTER" means the facility from which IBM provides Disaster Recovery Services.
- 2.11 "RESTORATION" means the point in time at which the Critical Business LPARS have all data files recovered, and the Critical Applications are reinstated after the declaration of a Disaster and is ready for the Critical Business LPARS to begin processing as described in the Disaster Recovery Plan.
- 2.12 "RECOVERY TIME OBJECTIVES" means the Recovery Times for Critical Business LPARS and the Critical Applications as set forth in Attachment 2 hereto, which both IBM and Certegy will work together to achieve.

### 3.0 DISASTER RECOVERY PLAN

3.1 The Disaster Recovery Plan will include, but will not be limited to, the following:

- 3.1.1. a brief description of the critical systems process and functions;
- 3.1.2. a listing of the Critical Business LPARS;
- 3.1.3. the agreed target recovery objective time frame for each Critical Business LPARS;
- 3.1.4. the hardware equipment and software comprising the IBM Configuration used for Disaster Recovery;
- 3.1.5. the hardware equipment and software comprising the Certegy Configuration used for Disaster Recovery, if any;
- 3.1.6. IBM's and Certegy's recovery responsibilities;
- 3.1.7. copies of the recovery plans and procedures;
- 3.1.8. copies of the Applications Software - Certegy recovery plans and procedures;
- 3.1.9. escalation processes and critical staff list for both IBM and Certegy;
- 3.1.10. contact listings of Certegy and IBM key personnel on the recovery management team;
- 3.1.11. identification of recovery teams;
- 3.1.12. Disaster declaration process;
- 3.1.13. names of those Certegy individuals who are authorized to declare a Disaster;
- 3.1.14. the schedule for the periodic tape backup of Critical Business LPARS;
- 3.1.15. the location and schedule for off-site storage of the tape backups;
- 3.1.16. notification procedures;
- 3.1.17. recovery information, procedures, schedules, etc.; and
- 3.1.18. procedures for maintaining the Disaster Recovery Plan.

#### 4.0 IBM'S DISASTER RECOVERY PLAN RESPONSIBILITIES

##### 4.1 As part of its Disaster Recovery responsibilities, IBM shall:

- 4.1.1. provide a representative who is knowledgeable (and at least one alternate in case the primary representative is unavailable) in Disaster Recovery planning and the Disaster Recovery Plan (the "IBM Disaster Recovery Coordinator") to serve as a single point of contact for Certegy's Disaster Recovery related communications and activities. The IBM Disaster Recovery Coordinator will be responsible for the development, maintenance, documentation and testing of the System Disaster Recovery Plan;
- 4.1.2. develop, within one hundred and eighty (180) days of the Effective Date, a Disaster Recovery Plan and procedures in cooperation with Certegy and update if necessary, the Disaster Recovery Plan on an annual basis or as warranted by business and/or technical changes to ensure compatibility with Certegy's and IBM's overall Disaster Recovery strategies and related plans;
- 4.1.3. provide and support the Disaster Recovery Service infrastructure as requested by Certegy;
- 4.1.4. provide the Critical LPARS backup and recovery plans as required to meet the agreed recovery requirements and timetable;
- 4.1.5. in cooperation with Certegy, test the Disaster Recovery Plan twice annually to ensure the Plan remains practicable and current;
- 4.1.6. provide a total of up to one hundred twenty (120) hours for the two tests per Contract Year (e.g. 60 hours per each test) at the Recovery Center for testing Certegy's Disaster Recovery Plan and provide Certegy with a detailed written status report within fourteen (14) business days following each Disaster Recovery test as well as recommendations and an action plan to correct any deficiencies;
- 4.1.7. provide Critical LPARS recovery to the last backup cycle available from tapes rotated to the off-site storage location or as superseded by the cross-site data management and duplication processes
- 4.1.8. provide application and database recovery to the last backup cycle available from tapes rotated to the off-site storage location or as superseded by the cross-site data management and duplication processes;
- 4.1.9. provide overall project management in the event of a Disaster or scheduled test;
- 4.1.10. verify that problem resolution during tests is performed in a timely manner;
- 4.1.11. ensure that adequate staff resources are available to support the Restoration of the System at all times;

4.1.12. schedule two (2) tests per Contract Year at dates and times acceptable to both Certegy and IBM; and

4.1.13. work with Certegy to review, and update if necessary, the Critical Business LPARS lists on an ongoing basis and present the results to the IPT. The IPT will resolve any financial implications that may result from such review and update.

## 5.0 CERTEGY'S DISASTER RECOVERY PLAN RESPONSIBILITIES

### 5.1 Certegy's responsibilities:

5.1.1. Certegy will provide a representative who is knowledgeable in Disaster Recovery planning and the Disaster Recovery Plan (the "Certegy Disaster Recovery Coordinator") to serve as a single point of contact for Certegy's Disaster Recovery related communications and activities. The Certegy Disaster Recovery Coordinator will be responsible for the development, maintenance, documentation and testing of the Application Disaster Recovery Plan;

5.1.2. Certegy will provide network connectivity required for Certegy and Certegy customer connectivity to the IBM Disaster Recovery Center;

5.1.3. in cooperation with IBM, review, and update if necessary, the Disaster Recovery Plan on an annual basis or as warranted by business and/or technical changes to ensure compatibility with Certegy's and IBM's overall Disaster Recovery strategies and related plans;

5.1.4. ensure that the Disaster Recovery Services and the configurations and capacities that comprise the Certegy network are sufficient to meet the Disaster Recovery requirements of the Applications Software, in terms of the support of the recovery;

5.1.5. provide the Application backup and recovery plans as required to meet the agreed recovery requirements and timetable;

5.1.6. in cooperation with IBM, test the Disaster Recovery Plan twice annually to ensure the Plan remains current;

5.1.7. provide resources to support the testing of the Plan;

5.1.8. provide the IBM Disaster Recovery Coordinator with sufficient information to support the reporting of the Disaster Recovery test as well as recommendations and an action plan to correct any deficiencies;

5.1.9. provide project management for the validation of the Recovery of the Applications in the event of a Disaster or scheduled test;

5.1.10. request additional test time if required to develop and test the Plan, subject to additional charges;

5.1.11. ensure that adequate staff resources are available to support the Application Disaster Recovery at all times;

- 5.1.12. provide the interface for auditing entities that require review of the Disaster Recovery Plan and/or test results;
- 5.1.13. schedule two (2) tests per year at dates and times acceptable to both Certegy and IBM;
- 5.1.14. work with IBM to review and update if necessary, the Critical Business LPARS and critical applications lists on a quarterly basis and present the results to the IPT. The IPT will resolve any financial implications that may result from such review and update; and
- 5.1.15. be responsible for the Business Continuity Plan (BCP). The BCP contains detailed plans and procedures required to enable the continued delivery of products and services in the event of disruption to customer business function.
- 5.1.16. be responsible for the Restoration of the Midrange environment (NT servers referenced in Section 1.3) in accordance with the BCP.

## 6.0 DATA CENTER DISASTER DECLARATION AND RECOVERY

### 6.1 The key responsibilities in the event of a Disaster are:

- 6.1.1. Certegy shall be responsible for declaring a Disaster. The process to declare a Disaster and a list of the Certegy representatives authorized to declare such Disaster are specified in the Disaster Recovery Plan. The list of representatives will be reviewed and updated, if necessary, on a quarterly basis.
- 6.1.2. In the event of a Disaster, access to the Recovery Center or another recovery facility will be on a first-come-first served basis and may be shared with other subscribers also experiencing a Disaster. Certegy will be provided access over: (i) customers who are not Disaster Recovery Services customers, (ii) customers who have scheduled testing, and (iii) customers who subsequently notify the Recovery Center that they have declared a Disaster. IBM will provide the Recovery Center within 24-hours of notice of the Declaration of a Disaster.
- 6.1.3. If the primary Recovery Center specified in the Disaster Recovery Plan is not available when a Disaster is declared, Disaster Recovery Services will be provided at another IBM Recovery Center without additional charge.
- 6.1.4. The Hot-Site Recovery Center may be occupied for up to six (6) weeks after IBM is afforded access to the Recovery Center. After six (6) weeks, IBM will provide space in another facility (the "Cold Site") for up to six (6) months. Such space shall be adequate to install the IBM and Certegy Configurations, if any, as set forth in the Disaster Recovery Plan.
- 6.1.5. In the event of an extended Disaster, IBM and Certegy will work together during the first six (6) weeks following the declaration of Disaster to develop and implement a planned move to the Cold Site facility. Certegy will have management and financial responsibility for providing the Certegy Configuration to the Cold Site facility, and the subsequent permanent facility.

If requested by Certegy, IBM will assist Certegy in obtaining such equipment. IBM will have management and financial responsibility for providing the IBM Configuration to the Cold Site facility and the subsequent permanent facility. During the occupation of the Cold Site facility, the Parties will work together to develop and implement a plan to move to the permanent facility.

6.1.6. Certegy will support restoration of the Critical Business LPARS and the Midrange as documented within the Plan.

6.1.7. The Parties will cooperate to achieve Restoration in accordance with Attachment 2 hereto.

6.1.8. If a Disaster is declared, from the time of the initial outage to five (5) calendar days after Restoration thereafter, IBM will be relieved from the Service Level requirements set forth in Schedule S of this Transaction Document

## 6.2 IBM's Data Center Disaster Recovery responsibilities

IBM responsibilities for Disaster Recovery will include without limitation:

6.2.1. perform its Disaster Recovery responsibilities as set forth in this Schedule G and the Disaster Recovery Plan;

6.2.2. retrieve and transport any required offsite stored media including data and software to the Recovery Center;

6.2.3. recover the System as specified in the Disaster Recovery Plan to support Certegy's Critical Business LPARS;

6.2.4. assist Certegy in the verification of the recovery of the Critical Applications;

6.2.5. operate the Critical Business LPARS on the IBM and Certegy Configurations at the Recovery Center;

6.2.6. provide adequate office space at the Recovery Center for technical support teams and Certegy application support teams to conduct recovery operations;

6.2.7. provide space for the 25 users at the Work Group Recovery Center in Atlanta, Georgia. Certegy's access to this site is limited to 120 hours during Plan test time per year, and for a maximum of six (6) weeks from the date of a Disaster declaration;

6.2.8. provide and pay for living expenses incurred by IBM personnel in the performance of the IBM Disaster Recovery responsibilities to include the two annual tests and an actual Disaster declaration if applicable; and

6.2.9. recover the Critical LPARS including the MIPS and storage identified in the Disaster Recovery Plan.

## 6.3 Certegy's Data Center Disaster Recovery Responsibilities

In the event of a declared Disaster, Certegy will:

- 6.3.1. perform its Disaster Recovery responsibilities as set forth in this Schedule G and the Disaster Recovery Plan;
- 6.3.2. provide restoration of the Certegy and Certegy customer network connectivity including, but not limited to providing connectivity to the Disaster Recovery Data Center or if necessary the alternative site, switching the appropriate Certegy network connections to allow data communication to and from the System by Certegy and its Authorized Users for purposes of transmitting and receiving data;
- 6.3.3. be responsible for the Applications Software - Certegy recovery, database restoration and roll-forward and ensuring that all restored Applications Software - Certegy are at a level that can support the Service;
- 6.3.4. ensuring that the Certegy Authorized Users and clients are informed of the situation and for all liaison with media and external agencies;
- 6.3.5. manage the verification of the Restoration of the Applications Software - Certegy and reinstatement of the Certegy services to the Certegy clients;
- 6.3.6. comply with Recovery Center procedures, including those for safety and security; and
- 6.3.7. pay all travel and living expenses incurred by Certegy personnel in the performance of Certegy's Disaster Recovery responsibilities.

#### 7.0 DISASTER RECOVERY PLAN TEST FAILURE

- 7.1 If a failure occurs in the testing of the Disaster Recovery Plan and such failure results in the need for an additional test, all labor and offsite storage costs associated with the additional test will be borne by the Party solely responsible for the failure. If the failure is caused solely by IBM, such test shall not count as a test for purposes of the limitation in Section 1.5.3.
- 7.2 The evaluation of whether a test was a failure will be jointly determined in accordance with the jointly developed success criteria developed by the IPT.

#### 8.0 DATA CENTER RECOVERY FAILURE

- 8.1 In the event that IBM exceeds its committed recovery time for the IBM Configuration, by greater than one (1) days, then, at Certegy's sole discretion, the terms and conditions set forth in the Section 17.3 of the Master Agreement shall prevail.

9.0 NEW DISASTER RECOVERY REQUIREMENTS

- 9.1 Additional services, functions or capacity beyond that specified in this Schedule G as of the Commencement Date will be added at the request of Certegy subject to Section 9.6 of the Master Agreement.
- 9.2 Nothing stated in this Schedule G shall be construed to modify or alter the Parties' responsibilities with respect to the Services, the Systems Software, the Applications Software, or the Machines as specifically set forth elsewhere in the Agreement.

ATTACHMENT 1 TO  
 SCHEDULE G OF  
 TRANSACTION DOCUMENT #03-01  
 (UNITED STATES)  
 MAINFRAME TOWER  
 RESPONSIBILITIES MATRIX

R = Identify Requirements  
 A = Assist  
 X = Perform  
 P = Primary  
 S = Secondary

DISASTER RECOVERY RESPONSIBILITIES MATRIX -----	RESPONSIBILITY	
	IBM	CERTEGY
-----	---	-----
1.0 GENERAL		
A. Develop requirements for Disaster Recovery	A	X
B. Provide, test and implement Applications Software - Certegy and dependent data recovery plans	A	X
C. Provide, test and implement Critical LPARS recovery plans	X	A
D. Provide overall Disaster Recovery project management	P	S
E. Provide Applications Software - Certegy recovery support, verification and project management		X
F. Provide Certegy network Connectivity to Recovery Site		X
G. Restore Applications Software - IBM recovery support and project management	X	A
2.0 DISASTER RECOVERY PLANNING		
A. Review the Critical Business LPARS	S	P
B. Update, if necessary, the Critical Business LPARS list		X
C. Develop Disaster declaration processes and procedures	X	A
D. IPT will conduct annual Plan reviews and updates	S	P
E. Provide required capacity requirements for Disaster Recovery Services		X
F. Plan for LPARS recovery	X	
G. Plan for Midrange recovery		X
H. Plan for Applications Software - Certegy recovery	A	X
I. Ensure required staff are available to support recovery processes	X	X
J. Provide order of recovery for the LPARS		X
K. Provide order of recovery for the Applications Software - Certegy		X
L. Plan for Applications Software - IBM restoration	X	
3.0 DISASTER Recovery PLAN MANAGEMENT		
A. Assign an IBM Disaster Recovery Coordinator to maintain the System Disaster Recovery Plan	X	

DISASTER RECOVERY RESPONSIBILITIES MATRIX		RESPONSIBILITY	
		IBM	CERTEGY
B.	Provide the capacity as agreed in the Disaster Recovery Services	X	
C.	Define the resource requirements for recovery	A	X
D.	Assign an Certegy Disaster Recovery Coordinator to maintain the Applications Software - Certegy plan		X
4.0 DISASTER RECOVERY TEST			
A.	Develop semi-annual Disaster Recovery test plans	A	X
B.	Provide overall coordination effort for the semi-annual recovery test(s)	X	
C.	Approve test success criteria	X	X
D.	Produce written status report of conducted test results within 14 business days	X	A
E.	Review Disaster Recovery test results for Disaster Recovery Plan updates as appropriate	X	X
F.	Responsible for travel expenses incurred by IBM staff to support the test	X	
G.	Responsible for travel expenses incurred by Certegy staff to support the test		X
5.0 DISASTER OPERATIONS			
A.	Declaration of Disaster		X
B.	Establish and conduct Recovery Coordination Center	X	A
C.	Perform recovery of the Applications Software - Certegy and the required data	X	A
D.	Perform recovery of the LPARS	X	
E.	Recover the Midrange environment		X
F.	Recovery of the quick ship hardware		X
G.	Complete recovery as described in Attachment 2.	X	X
H.	Management and financial responsibility for providing the IBM Configuration	X	
I.	Payment of the IBM Monthly Charge for the Services		X
J.	Responsible for travel expenses incurred by IBM staff to support the recovery	X	
K.	Perform recovery of the Application Software - IBM	X	
L.	Responsible for travel expenses incurred by Certegy staff to support the recovery		X

ATTACHMENT 2 TO  
SCHEDULE G OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER

CRITICAL BUSINESS LPAR TARGET RECOVERY TIME FRAMES

1. Critical Business LPARS TEL1 and TEL2 supported by the IBM Configuration listed in the Disaster Recovery Plan and the associated Disaster Recovery time frames are listed below and have been included as part of the Disaster Recovery Plan.
2. The times for recovery are set forth below. The achievement of these times is seen to be a joint responsibility in which IBM is responsible for the provision of the Services and Certegy for the restoration of the Applications Software - Certegy. Failure to obtain these recovery time frames due to the acts or omissions of IBM are addressed in Schedule S.
3. In the event that a new or additional Critical Business Application System and/or LPAR is added to the list below Certegy will have the responsibility for defining the Disaster Recovery requirements for such additional or new Critical Business Application System and/or LPAR.
4. The Parties shall perform a Disaster Recovery Test to the extent necessary, for such additional or new Critical Business Application System and/or LPAR prior to production implementation.
5. Certegy is responsible for the recovery times of the Midrange environment.

TABLE 1. CRITICAL LPAR AND CRITICAL APPLICATION RECOVERY TIME

LPAR - ----	RECOVERY TIME -----
TEL1	48 Hours
TEL2	48 Hours
List of critical applications will be identified in the Disaster Recovery Plan	

SCHEDULE H OF  
 TRANSACTION DOCUMENT #03-01  
 (UNITED STATES)  
 MAINFRAME TOWER  
 TRANSITION PLAN

1.0 TRANSITION

This Transition Plan, Schedule H, describes items and or tasks that are new or updated from the existing processes and procedures.

2.0 COMMENCEMENT

The Transition Plan begins on the Effective Date and concludes on the Commencement Date.

3.0 CRITICAL MILESTONES

The Critical Milestones are set forth below:

CRITICAL MILESTONES	DEFINITION	2003 TARGETED COMPLETION
Effective Date	The date this Transaction Document between Certegy and IBM is executed.	March 14, 2003
Procedures Manual	Delivery of baseline manual	July 30, 2003
GSD Security Controls Document for Strategic Outsourcing	Document Certegy's physical and logical security policies that should be implemented on the systems, IBM to perform gap analysis (policy vs implementation) and make recommendations for potential improvements, Certegy reviews recommendations and agrees/declines enhancements, final document approved.	November 1, 2003
	PC REFRESH	
Mutually create and agree to a completed Desktop Technology Refresh Plan	IBM and Certegy shall conduct joint planning sessions which will result in a plan to roll out the agreed to 100 PC's beginning in September of contract year 1, 1200 PCs in year 2 at a rate of 1/12th a month, and the remaining number of PCs in year 3 at a rate of 1/12th a month. The plan shall include mitigation of any inhibitors to the rollout (for example, departments that cannot be moved because applications are not	April 1, 2003

CRITICAL MILESTONES	DEFINITION	2003 TARGETED COMPLETION
	supported on current hardware platforms, or customer declared freezes in the environment). The Desktop Technology Refresh Plan will be included in the Procedures Manual.	
	DEKSIDESIDE SUPPORT	
Processes & Tools in place for Software delivery and Deskside support	All processes and tools are in place to start performing testing and dual operations	July 30, 2003
Dual period of operations	Completion of IBM performing activities that will be required during steady state in a test environment	August 15, 2003
Deskside support cutover	IBM Deskside to perform steady state support	August 31, 2003
	MAINFRAME	
Mainframe hardware orders	CPU and subcomponents	March 15, 2003
Hardware/Software installation completed	All components installed and dual setup completed	June 31, 2003
Verification of dual functionality	Confirmation that the systems are running as required	August 15, 2003
Remote Operations Testing	Monitoring of dual hardware from remote location confirmed	August 15, 2003
Mainframe support cutover to IBM	IBM assumes Steady State support	August 31, 2003
	HELPDESK	
Shadowing current Helpdesk employee's	IBM employee's will shadow current Helpdesk employee's	July 30, 2003
Remote Helpdesk established	Remote Helpdesk will be setup and access to the Certegy network will be confirmed	August 15, 2003
HelpDesk Cutover	Remote Helpdesk will be Steady State	August 31, 2003
	TOOLS	
Help Desk tools	Install the eESM tool suite, including ManageNow	August 1, 2003

#### 4.0 TRANSITION OVERVIEW

##### A. Transition Objectives

In general, the Transition objectives include:

1. using commercially reasonable efforts, complete the enhancements detailed above to the Services, with minimal disruption to Certegy's operations within 180 days from the Effective Date;
2. replacing the mainframe CPU and all related subsystem hardware during the transition period. This includes bringing up the equipment and allowing for dual operations and remote operations prior to the end of the 180 day transition;
3. establishing a remote help desk and utilizing the IBM help desk resources to shadow the current help desk employee's prior to the end of the 180 day transition;
4. determination of the 2003 desktop replacements as well as the rollout plan, staffing plan, wall to wall inventory for asset tracking baseline and infrastructure support to perform by the end of the 180 day transition;
5. jointly updating the Procedures Manual as required once the Procedures Manual is baselined;
6. implementing the processes and procedures which will assist IBM in meeting the new Service Levels; and
7. providing for monthly Transition status updates and information to Certegy's management, designated End Users, and the Transition Team.

##### B. Transition Methodology

IBM's transition methodology provides that:

1. IBM and Certegy will each appoint an individual (the "Transition Manager" and collectively the "Transition Managers") who will be responsible for overseeing the completion of the transition responsibilities and coordinating activities with the other. The IBM Transition Manager and Certegy Transition Manager will work together to facilitate the completion of the transition activities according to the agreed schedule and processes. The Transition Managers will meet regularly to review the status of the transition activities and to address any issues.
2. Transition team members from both IBM and Certegy will be assigned specific tasks to be accomplished within the time frames agreed. Required coordination will take place through the transition meetings chaired by the Transition Managers. The Transition Managers will determine the frequency and location of all scheduled meetings. At a minimum, there will be a joint weekly meeting with Certegy and IBM management to review the status of the Transition.
3. Each Transition team member will present issues, concerns and comments (if any) to the attention of the Transition Managers at the scheduled meetings or as necessary. The plan for resolving issues, including the identification of the responsible team members and the scheduled dates for resolution, will be agreed to at the Transition meetings.
4. The Transition team will jointly coordinate the Transition process with Certegy's vendors, suppliers and contractors.
5. Entrance and exit criteria will, be jointly developed and utilized to verify completion of transition activities.

6. User Acceptance criteria will be established and agreed upon in writing by Certegy and IBM prior to IBM's Commencement Date for Services.

#### 5.0 TRANSITION DELAY

5.1 If the Commencement Date for Services has not occurred by August 31, 2003, and such occurrence is solely caused by IBM, then IBM will, at IBM's option, pay or provide a credit to Certegy in an amount equal to the difference in the (i) average monthly amount paid by Certegy to Electronic Data Systems ("EDS") in May, June and July 2003 for services (which shall not include amounts paid for such items as projects or additional work that are not within the scope of the Services under this Transaction Document) that are identical to the Services and (ii) the ASC divided by four (4) in 2003, which equals the per month amount that Certegy would have paid IBM pursuant to this Transaction Document had IBM been providing the Services on the Commencement Date; provided, however, that such amount, if any, will be prorated on a daily basis for any time period less than a full month, until the actual Commencement Date. For example, if the average monthly charge for the months of May, June and July was \$1,200 a month and IBM's ASC on a monthly basis is \$1,000 a month, Certegy would receive \$200 for each such full month that IBM was not providing the Services past August 31, 2003. IBM and Certegy shall reasonably cooperate to validate the amount paid by Certegy to ("EDS") the Third Party provider to determine if any credit or payment is due to Certegy by IBM, or, the Parties may use a mutually agreed to third party to verify the amounts paid for such identical services.

5.2 If the Commencement Date has not occurred on or before October 15, 2003, then the Commencement Date shall be reestablished to January 18, 2004, and the provisions of Section 5.1 shall apply.

SCHEDULE I OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
IBM NETWORK LOCATIONS

This Schedule is a listing by address of the data Network locations and the items maintained by IBM. This table is an inventory and will be updated and maintained through the term of this Transaction Document.

ADDITIONAL NETWORK LOCATIONS WILL BE IDENTIFIED ONCE KNOWN.

Table 1. Network locations

S/NUMBER	LOCATION	ITEM
See Schedule C-Certegy Provided Hardware	St. Petersburg, Florida	4745's, 3174's, Channel Extender,
See Schedule C-Certegy Provided Hardware	Madison, Wisconsin	4745-210, Channel Extender

SCHEDULE J OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
PRICING AND CHARGING METHODOLOGIES

1.0 INTRODUCTION

- a. This Schedule describes the methodology for calculating the Services charges. The Annual Service Charge (ASC), Additional Resource Charges (ARCs), Reduced Resource Charges (RRCs), Transition Charges, Economic Change Adjustment, and any other charge provisions set forth in this Transaction Document are intended in the aggregate to compensate IBM for the resources used to provide the Services. In addition, this Schedule describes the measures of resource utilization and the tracking of such usage.
- b. Attached to this Schedule are the following:
  - Exhibit J-1 which summarizes the financial responsibilities of Certegy and IBM under this Transaction Document (the "Financial Responsibilities Matrix").
- c. The Supplement which lists the ASC, Economic Change Adjustment, Baselines, Additional Resource Charges (ARC) Rates, Reduced Resource Charge (RRC) Rates, Transition Charges, Termination Charges and other applicable rates.

2.0 CHARGES, CREDITS AND PAYMENTS

2.1 GENERALLY

- a. Certegy is financially responsible for all costs and expenses associated with its responsibilities in this Transaction Document. The ASC, ARCs and all other charges payable by Certegy under this Transaction Document do not include such costs and expenses.
- b. All periodic charges will be computed on a calendar month basis and will be prorated for any partial month, unless this Transaction Document expressly states otherwise.

2.2 CHARGES

a. Transition Charge

The charge associated with the migration of Services to IBM that reflects IBM's initial start-up costs (for example, equipment, personnel) and the implementation of Services, processes and procedures (the "Transition Charge"). IBM will invoice Certegy for the Transition Charge set forth in the Supplement in the following manner: The Transition Charges will be pro-rated over thirty six (36) months from the Effective Date and will be invoiced in equal amounts beginning in the first month after the Transaction Document Effective Date and continuing thereafter for a total of thirty six (36) months.

b. Annual Services Charge

IBM will invoice Certegy each month of the Transaction Document Term in accordance with Section 9.2 of the Master Agreement beginning on the Commencement Date, the recurring fixed charge to Certegy for the Services which includes the quantity of Resource Units set forth in the Baselines (the "Monthly Charge") for such month, prorated in equal monthly payments. The twelve-month total of the Monthly Charge in a calendar year, or the total amount listed in a partial year, is reflected in the Supplement as (the "Annual Service Charge" (ASC)) for that year.

c. Additional Resource Charges

IBM will invoice Certegy each month of the Transaction Document Term in accordance with Section 9.3 of the Master Agreement, beginning 30 days after the Transaction Document Commencement Date, for Certegy's usage of Resource Units above the applicable Baseline ("the ARCs"), if any, applicable for the prior month and will be included as a separate line item on the monthly Invoice. ARC's do not apply unless, until and only to the extent that usage of Resource Units exceeds the Baseline by five percent (such five percent being referred to herein as the "ARC Deadband").

d. Economic Change Adjustment

e. IBM will invoice Certegy for the Economic Change Adjustment in accordance with Section 3.0 of this Schedule J (Economic Change Adjustment) and will be included as a separate line item on the monthly Invoice.

f. Termination Fees

If Certegy terminates this Transaction Document early for its convenience or Change of Control, as set forth in Section 12.1c. or d. of the Master Agreement, Certegy will pay IBM the following:

the Termination Charge set forth in the Supplement; and

IBM's Wind-Down Expenses due to Certegy's early termination for convenience or Change of Control.

Within 60 days of Certegy's effective date of termination of this Transaction Document for convenience or Change of Control, IBM will invoice Certegy for such Termination Charges. Wind Down Expenses will be invoiced to Certegy as they occur. Certegy will pay such charges to IBM as specified in this Transaction Document and the Master Agreement.

The Termination Charge set forth in the Supplement will be prorated according to the following formula:

TERMINATION CHARGE  
PRORATION FORMULA

Termination Charge =  $[(A-B) / 12 \text{ months}] \times C + B$   
Proration Formula

- A = the Termination Charge for the year in which termination is effective.
- B = the Termination Charge for the year after the year in which termination is effective.
- C = the number of months remaining during the year in which termination is effective.

g. Other Charges

IBM will invoice Certegy for New Services, and any other agreed upon charges or reductions according to prior agreed procedures and in accordance with the Master Agreement.

2.3 CREDITS

a. Reduced Resource Credits

IBM will provide Certegy with a credit as set forth in the Supplement, provided Certegy's usage of a Resource Unit is less than the applicable Baseline (a "Reduced Resource Credit"(RRC)), if any, applicable for the prior month as a line item on the Invoice for each month of the Transaction Document Term, beginning 30 days after the Transaction Document Commencement Date. RRC's do not apply unless, until and only to the extent that usage of Resource Units is less than the Baseline by five percent (such five percent being referred to herein as the "RRC Deadband").

2.4 PAYMENTS

Certegy will pay IBM's invoices as set forth in this Schedule J and the Master Agreement.

2.5 PROJECTS

If Certegy requests IBM to perform a New Service, which IBM and Certegy agree should be a project, IBM and Certegy will develop a detailed plan describing the project in accordance with Schedule N. The

Project Plan will state IBM's charges for such Project, such as hourly services fees, a fixed price, or an adjustment to the charges set forth in this Transaction Document.

### 3.0 ECONOMIC CHANGE ADJUSTMENT

- a. IBM will calculate and apply an adjustment to the Monthly Charges based upon economic changes (an "Economic Change Adjustment or ECA") as described below beginning in January 2004. The ECA will be payable on a prospective basis (for example, the actual inflation for December 2003 will determine the ECA for the year 2004) on the ASC and ARCs minus the RRCs payable by Certegy. The ECA will be determined as soon as practicable after the end of each calendar year using the formula below (the "ECA Factor").
- b. IBM will invoice Certegy for the ECA, if any, beginning in January 2004 and monthly thereafter and will be included as a separate line item on the monthly invoice.
- c. Certegy and IBM agree to use the December unadjusted Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor, For All Urban Consumers (the "Price Index"), for purposes of determining actual inflation. In the event such Price index is no longer published or its content and format is substantially changed, Certegy and IBM will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index from 1982-84 to another year, Certegy and IBM will continue to use the Price Index, but will convert the Base Year Index to the new base year by using an appropriate conversion formula.

#### d. Actual Inflation

IBM will calculate the ECA by comparing the change in the year-to-year Price Index with the Price Index for the December before the Transaction Document Effective Date (the "Base Year Index"). For each calendar year of the Transaction Document Term, the actual Price Index for the last month December before the year for which the ECA is being calculated (the "Actual Inflation") will be compared to the Base Year Index in the Supplement (for example, the December 2003 Price Index will be used to determine the ECA for the year 2004). If Actual Inflation is equal to or less than the Base Year Index, then no ECA is due. If, however, Actual Inflation is greater than the Base Year Index, then IBM will apply the ECA to the ASC and ARCs less RRCs due IBM for the year for which IBM is calculating the ECA.

#### e. Inflation Sensitivity

A percentage has been established that reflects the inflationary impact on IBM's delivery of the Services (the "Sensitivity Factor"). The Sensitivity Factor is set forth in the table below.

#### f. ECA Factor

The ECA is equal to the ECA Factor times the sum of the ASC plus ARCs less RRCs due IBM for each month of the calendar year succeeding the calendar year during which Actual Inflation is greater than the Base Year Index. Calculate the ECA Factor as follows:

#### ECA FACTOR

ECA Factor = [Marginal Inflation Rate x Sensitivity Factor]  
Marginal Inflation Rate = [(Actual Inflation - Base Year Index) / Base Year Index]  
Actual Inflation = The Price Index for the December before the calendar year for which the ECA is being calculated.  
Base Year Index = The Price Index for the December before the Transaction Document Effective Date.  
Sensitivity Factor = Is 90% for the first 2% of the Marginal Inflation Rate, and 50% for any amount of the Marginal Inflation Rate in excess of 2%.

g. ECA Calculation

1. The example below calculates the ECA based on the following assumptions:

- a. Transaction Document Effective Date in 2003;
- b. Base Year Index of the Price Index for December 2002;
- c. ECA calculation begins in January 2004;
- d. Inflation Sensitivity of 90 percent of the first 2% of the marginal rate and 50% on the remainder.
- e. the following Actual Inflation examples:

ECA CALCULATION EXAMPLE  
ACTUAL INFLATION EXAMPLES

BASE YEAR INDEX 2002 = 180.9	DECEMBER 2003	DECEMBER 2004	DECEMBER 2005	DECEMBER 2006	DECEMBER 2007
-----	-----	-----	-----	-----	-----
Actual Inflation	185.3	188.7	190.3	194.3	197.1

2. According to this example:

A. there will be an ECA for calendar years 2004 through 2008 because the Actual Inflation for the year preceding each year is greater than the Base Year Index. To determine the ECA, using this example, in addition to the other charges for February 2004, assume:

- (i) the monthly prorated portion of the ASC for February is \$1,410,000,
- (ii) there are CPU ARCs of \$30,867.50 due for an increase of 50 MIPS in that month using the ARC rate of \$617.35 per month per MIPS, and
- (iii) there are DASD RRCs of \$2,325 due for a decrease of 500 GIGs for that same month using the RRC rate of \$4.65 per month per GIG.

B. the calculation will be as follows:

ECA CALCULATION EXAMPLE

$$ECA = ((ASC + ARCs - RRCs) \times ECA \text{ Factor})$$

$$ECA = [((\$1,410,000 + 30,867.5 - \$2,325) \times (185.3 - 180.9)/180.9) \times ((0.90 \text{ first } 2\%) + (50\% \text{ remainder}))]$$

$$ECA = \$1,438.542 \times (.0243) \times ((90\% \text{ for first } 2\%) + (50\% \text{ for remainder}))$$

$$ECA = \$1,438,542 \times ((.02 \times 90\%) + (.0043 \times 50\%))$$

$$ECA = \$1,438,542 \times .02016142$$

$$ECA = \$29,003 \text{ (this amount will be reflected on the Monthly Invoice)}$$

C. The ECA for each month of each year in which the ECA is due is calculated as above substituting the appropriate monthly moneys and the ECA Factor based upon the actual information.

4.0 RESOURCE UNITS AND MEASUREMENT METHODOLOGY

4.1 GENERALLY

- a. As of the Transaction Document Commencement Date and each month thereafter, IBM will measure, track and report on Certegy's usage of Resource Units, that is a unit of resource for which IBM and Certegy have established a Baseline, as set forth in the Supplement (the "Resource Unit" (RU)) in the categories set forth in this Section using the processes and procedures in the Procedures Manual.

b. As of the Transaction Document Commencement Date, the quantity of Resource Units for each category of resources provided to Certegy under this Transaction Document will be specified in the Supplement as a Baseline. Upon Commencement Date, Certegy will have immediate and continued use of the Mainframe Services Resource Baselines as illustrated in the Supplement subject to ARCs, RRCs and the ARC and RRC Deadbands.

#### 4.2 MAINFRAME SERVICES RESOURCES

##### a. CPU MIPS

The Resource Unit in this category is CPU MIPS. One Resource Unit equals one MIPS. The resource usage in this category will be measured as the daily peak number of CPU MIPS utilized by Certegy (Monday through Friday excluding holidays), averaged over the contract month (the "Daily Peak Average"). The aggregate daily peak CPU MIPS utilized in a contract month divided by the number of days (Monday through Friday excluding holidays) in that month shall determine the Daily Peak Average (for example, if 20 days of a contract month of measurement yielded an aggregate 17,340 peak CPU MIPS, the Daily Peak Average would be 867) CPU MIPS resource usage will be measured 24X5 (Monday through Friday excluding holidays) and will include all components of CPU MIPS utilized during the contract month.

One MIP equals One Million Instructions per Second.

The CPU MIPS Baselines listed in the Supplement reflect the quantity of CPU Resource Units (MIPS) included in the ASC.

ARCs and RRCs apply to CPU MIPS resource usage. An RRC will be equal to 100 percent of the ARC.

ARCs apply to CPU MIPS Resource Units above the ARC Deadband (as defined in Section 6.1.a herein). RRCs apply to CPU Resource Units (MIPS) below the RRC Deadband (as defined in Section 6.1.b herein). Section 6.1 below describes the process by which ARC's and RRCs are applied to the Baseline.

Pricing reflected in the Supplement is not based on the quantity of batch jobs and/or the number of CICS regions.

##### b. Utilized DASD

This resource usage will be measured as the peak number of gigabytes of DASD utilized during a contract month. DASD utilized will be measured using the MVS facility or other mutually agreeable substitute. One gigabyte of DASD disk equals one Resource Unit. Resource usage for utilized DASD will be measured, tracked and reported in whole RUs.

The DASD Baseline in the Supplement reflects the agreed quantity of DASD Resource Units in Gigabytes included in the ASC.

ARCs and RRCs apply to DASD resource usage upon the Transaction Document Commencement Date. An RRC will be equal to 100 percent of the ARC.

ARCs apply to DASD Resource Units above the ARC Deadband (as defined in Section 6.1 herein). RRCs apply to DASD Resource Units (GB) resources below the RRC Deadband (as defined in Section 6.1.b herein). Section 6.0.0 below describes the process by which ARC's and RRCs are applied to the Baseline.

##### c. Tape

Resource usage for this category will be measured as the aggregate number of tapes IBM loads either via an automated fashion, including virtual, or manually during the contract month.

Tape resource usage will be measured using appropriate tape management system products reports (for example, MVS);

One tape mount equals one RU.

The tape Baseline in the Supplement reflects the agreed quantity of tape utilization Resource Units included in the ASC.

ARCs and RRCs apply to resource usage in this category. An RRC will be equal to 100 percent of the ARC.

ARCs apply to Tape Resource Units above the ARC Deadband (as defined in Section 6.1a herein). RRCs apply to Tape Resource Units below the RRC Deadband (as defined in Section 6.1.b herein). Section 6.0.0 below describes the process by which ARC's and RRCs are applied to the Baseline.

#### 4.3 HELP DESK SERVICES RESOURCES

##### a. Resource Measurement

The resource usage for this category will be measured as the number of requests for services or assistance received by the Help Desk from Certegy End Users or Authorized Users by facsimile, electronically, or telephone (including electronic or voice entry where the End User selects to speak to an agent or process an automated function); but excluding calls to the systems status recording (the "Calls"), during the applicable measurement period. (Note: Calls are related to incoming calls only and do not apply to any outbound calls).

Customer Service Center Calls will be measured using the IBM Call monitoring system. One Call equals one RU.

The Customer Service Center Calls Baseline in the Supplement reflects the agreed quantity of Customer Service Center Resource Units included within the ASC.

ARCs and RRCs apply to Resource Usage in this category. An RRC will be equal to 100% of the ARC.

ARCs apply to Call Resource Units above the ARC Deadband (as defined in Section 6.1a herein). RRCs apply to Call Resource Units below the RRC Deadband (as defined in Section 6.1.b herein). Section 6.0 below describes the process by which ARC's and RRCs are applied to the Baseline.

##### b. Desktop Management Services Resources - Resource Measurement

Resource usage for this category will be measured as the number of Supported Desktops/Laptops operational at the Facilities (St. Petersburg FL, Madison WI, Salt Lake City UT, Alpharetta GA, and Tuscaloosa AL) as recorded in the asset database maintained by IBM and measured according to the Procedures Manual during the applicable measurement period. A supported Desktop includes the CPU box with disk, the monitor, keyboard and mouse. A Supported Desktop/Laptop will be considered operational:

1. upon its install and is agreed to be in working order by Certegy End User or as IBM discovers or is otherwise notified by Certegy;
2. until IBM deinstalls it as an IMAC event or as IBM is otherwise notified that it is a deinstalled unit; or
3. until it is classified as unserviceable in accordance with the Procedures Manual.

One Supported Desktop/Laptop equals one RU. A supported Laptop includes the CPU box with disk, the monitor, keyboard and mouse.

The Supported Desktop/Laptop Baseline set forth in the Supplement reflects the agreed quantity of Supported Desktop/Laptop Resource Units included in the ASC.

ARCs and RRCs apply to Resource Usage in this category. An RRC will be equal to 100% of the ARC.

ARCs apply to Desktop/Laptop Resource Units above the ARC Deadband (as defined in Section 6.1,a herein). RRCs apply to Desktop/Laptop Resource Units below the RRC Deadband (as defined in

Section 6.1b herein). Section 6.0 below describes the process by which ARC'S and RRCs are applied to the Baseline.

c. Install, Move, Add, and Change Services

IMAC events are defined as follows:

a. Install means:

- (i) the unpacking and connection of a new system unit (i.e., a unit not listed in the hardware asset inventory), including additional hardware features and directly attached peripheral devices that are part of the Standard Configuration and, upon completion of such unpacking and connection, imaging the units as described in the Procedures Manual and conducting the manufacturer's standard installation tests to verify that the hardware and software are functional with network connectivity, provided Certegy has provided such test specifications and there is a network data line installed at the location.

b. Move

(i) within a Facility - disconnecting a currently installed system unit, including the directly attached peripheral devices, packing the equipment for movement from the current End User's location at a Facility to the new End User location within the same Facility, unpacking and reconnecting the same system unit and the directly attached peripheral devices and, upon completion of such activities, conducting the manufacturer's standard installation tests to verify the hardware and software are functional with network connectivity, provided Certegy has provided such test specifications and there is a network data line installed at the new location.

(ii) between Facilities - disconnecting a currently installed system unit, including the directly attached peripheral devices, packing the equipment for movement from the current End User location at a Facility to the new End User location at another Facility, unpacking and reconnecting the same system unit and the directly attached peripheral devices and, upon completion of such activities, conducting the manufacturer's standard installation tests to verify the hardware and software are functional according to their specifications with network connectivity, provided Certegy has provided such test specifications and there is a network data line installed at the new location.

(iii) disconnect only - for those system units at a Facility that are being disconnected and which are not being reconnected at a new location, disconnecting a currently installed system unit, including the directly attached peripheral devices, and packaging the equipment for movement from the current End User location to a Certegy-designated storage or staging area within the Facility for Certegy's removal or disposal.

C. ADD means, with respect to:

(ii) hardware - installing an additional internal or external device (such a modem, disk, printer scanner) and appropriate device driver to a currently installed system unit.

(iii) software - installing additional Standard and Non-Standard Products software to a currently installed system unit, (via diskette or other method), per instructions provided by Certegy.

D. CHANGE means, with respect to:

(i) hardware - performing a modification to an existing system unit such as a hardware upgrade (to add functionality) or a downgrade (to remove functionality), including a device driver and, upon completion of such activity, conducting the manufacturer's standard installation tests to verify the hardware and software are functional according to their specifications with network connectivity, provided Certegy has provided such test specifications and there is a network data line installed at the location.

(ii) software - performing a modification to an existing software configuration according to specific documentation or instructions, such as setting up network icons or customizing an application load or re-imaging unit and, upon completion of such activities, conducting the

manufacturer's standard installation tests to verify that the hardware and software are functional according to their specifications with network connectivity, provided Certegy has provided such test specifications and there is a network data line installed at the location.

(iii) software upgrades or changes that represent significant functional enhancements and require changes to data structure (for example, Windows 95 to Windows XP) may be handled, at IBM's option as agreed by Certegy, as:

- (1) an IMAC (i.e., as a Software Change) per End User upgrade;
- (2) as a Project as defined in accordance with Schedule N.

#### 5.0 BASELINE NORMALIZATION

IBM may, at its expense, implement technological advancements relative to providing the Services at a time and with methods agreed to by the Parties, provided IBM performs the Services according to the Service Levels. If such technological advancements will have an effect on a Baseline, IBM will normalize such affected Baseline, and the ARC Rate and/or RRC Rate so that Certegy receives the same level of performance and the same price performance as Certegy received under the methodology applicable to such Baseline, ARC Rate or RRC Rate. IBM will review with Certegy the conversion methodology (for example, historical data) that IBM used to support such adjustments.

#### 6.0 ADDITIONAL OR REDUCED RESOURCES

Certegy's increased or decreased resource usage within a Service category may result in either an ARC or RRC. After the completion of each month during the Transaction Document Term, following the first month after the Transaction Document Commencement Date, IBM will calculate ARCs and RRCs as set forth in this Section.

There is no formal notification period nor any minimum time periods of use for Resource Units utilized by Certegy above or below the Baselines and within the 5% Deadband. If Certegy requests an amount of resource Units that is above or below the Baseline and 5% Deadband but not more than 19% above the Baseline (a "Minor Change"), Certegy will give IBM 60 days written notice for these type requests. IBM will promptly make available those Resource Units unless there is an issue with lack of physical availability of those Resource Units or there is a Third Party Agreement that is impacted. Should these be an issue, IBM will make commercially reasonable efforts to resolve these issues in order to get Certegy the additional Resource Units as quickly as possible. Any or all Resource Units may be added or reduced in increments or decrements of 1 Resource Unit.

In the event Certegy's anticipated Resource Usage will increase or decrease by more than twenty percent relative to the Baseline (a "Major Change"), then following shall occur:

- (i) Certegy will provide IBM with one hundred-twenty (120) days advance written notice of such anticipated Resource Change, and
- (ii) the parties will jointly develop a plan to effect such change, which plan will include but not be limited to, hardware and software impacts, and the parties will then enter into negotiations to amend the Transaction Document as required to modify Baselines, the ASC, ARC's, RRC's, Disaster Recovery or other elements and terms and conditions as mutually agreed.

In the event the Resource Usage would increase due to the provision of Section 5.4 of the Transaction Document, then Certegy shall provide one-year advance written notice to IBM.

#### 6.1 MAINFRAME SERVICES, CUSTOMER SERVICE CENTER SERVICES AND DESKTOP MANAGEMENT SERVICES

- a. Calculation of ARCs for Service categories with an ARC Deadband

For Certegy's usage of RUs for Service categories with an ARC Deadband, that is five percent above the Baseline within which ARCs will not apply but, when exceeded, ARCs will apply (the "ARC Deadband"), within Mainframe Services, Customer Service Center Help Desk Services and Desktop/Laptop Management Services, IBM will calculate ARCs as set forth in this Section.

IBM will compare the quantity of RUs actually used during the applicable measurement period (the Actual RUs) used during the applicable measurement period with the product of the Baseline multiplied by the sum of 1.00 plus the ARC Deadband (the "ARC Deadband Baseline") for that category. The ARC Deadbands are set forth in the ARC and RRC Summary Chart below. There will be no increase of the charges otherwise payable to IBM for such period if the Actual RUs do not exceed the ARC Deadband Baseline for such period, if the Actual RUs exceed the ARC Deadband Baseline for that category for such period, Certegy will pay IBM an ARC with the current or future charges (or, if no future charges will be due, make payment to IBM) equal to the product of the ARC Rate for the applicable category, as set forth in the Supplement, multiplied by the difference between the Actual RUs for that category and the ARC Deadband Baseline for that category. For example, assuming the following, the ARC calculation would be as follows:

- (1) the Actual RUs for DASD for a month are 85 gigabytes,
- (2) the monthly DASD Baseline is 71 gigabytes,
- (3) the ARC Deadband is five percent, and
- (4) the ARC Rate is \$500.00 per gigabyte.

#### ARC Calculation

$ARC = [(Actual\ RUs - (Baseline \times (1.00 + ARC\ Deadband))) \times ARC\ Rate]$

$ARC = (Actual\ RUs - ARC\ Deadband\ Baseline) \times ARC\ Rate$

$ARC = (85\ gigabytes - (71\ gigabytes \times (1.00 + .05))) \times \$500.00$

$ARC = (85\ gigabytes - 74.55) \times \$500.00$

$ARC = 10.45 \times \$500$

$ARC = \$5,225.00$

In this example, the ARCs for DASD for the month would be \$5,225.00.

#### b. Calculation of RRCs for Service categories with an RRC Deadband

For Certegy's usage of RUs for Service categories with a RRC Deadband, that is five percent below the Baseline within which RRCs will not apply but, when exceeded, RRCs will apply within Mainframe Services, Customer Service Center Services and NWS Management Services, IBM will calculate RRCs as set forth in this Section.

IBM will compare the quantity of Actual RUs with the product of the Baseline multiplied by the difference of 1.00 minus the RRC Deadband (the "RRC Deadband Baseline") for that category. The RRC Deadbands are set forth in the ARC and RRC Summary Chart below. There will be no reduction of the charges otherwise payable to IBM for such period if the Actual RUs is equal to or greater than the RRC Deadband Baseline for such period. If the Actual RUs is less than the RRC Deadband Baseline for that category for such period, IBM will give Certegy an RRC against current or future charges (or, if no future charges will be due, make payment to Certegy) equal to the product of the RRC Rate for the applicable category, as set forth in the Supplement, multiplied by the difference between the Actual RUs for the category and the RRC Deadband Baseline for that category. For example, assuming the following, the RRC calculation would be as follows:

- (1) the Actual RUs for DASD for a month are 60 gigabytes,
- (2) the monthly DASD Baseline is 71 gigabytes,
- (3) the RRC Deadband is five percent, and

(4) the RRC Rate is \$500.00 per gigabyte.

RRC Calculation

```

RRC = [((Baseline x (1.00 - RRC Deadband)) - Actual RUs) x RRC Rate]
RRC = (RRC Deadband Baseline - Actual RUs) x RRC Rate
RRC = (71 gigabytes x (1.00 - .05) - 60 gigabytes) x $500.00]
RRC = (67.45 gigabytes - 60 gigabytes) x $500.00]
RRC = 7.45 x $500.00
RRC = ($3,725.00)

```

In this example, the RRC for DASD for the month would be \$(3,725.00).

The following ARC and RRC Summary Chart summarizes the factors used for calculating ARCs and RRCs for Mainframe Services, Customer Service Center Services and NWS Management Services.

ARC AND RRC SUMMARY CHART

SERVICE CATEGORY	ARCs APPLICABLE	ARC DEADBAND %	RRCs APPLICABLE	RRC DEADBAND %	RRC RATE = % of ARC RATE	ARCs, RRCs EFFECTIVE
MAINFRAME SERVICES RESOURCES						
- MIPS	yes	5%	Yes	5%	100%	TD.C.D.
- DASD	yes	5%	Yes	5%	100%	TD.C.D.
- TAPE MOUNTS	yes	5%	Yes	5%	100%	TD.C.D.
- TAPE LIBRARY	No		No			TD.C.D.
CUSTOMER SERVICE CENTER SERVICES RESOURCES						
- CALLS	yes	5%	Yes	5%	100%	TD.C.D.
NETWORKSTATION MANAGEMENT SERVICES RESOURCES						
- SUPPORTED DESKTOPS	yes	5%	yes	5%	100%	TD.C.D.

Key:

N/A = Not Applicable

TD.C.D. = Transaction Document Commencement Date

There will be no RRCs for resource usage below 50 percent of the Original Baselines. Should there be a significant change in Certegy's business, section 9.13 of the Master Agreement will apply.

6.2 MEASUREMENT PERIOD

The Parties recognize that Certegy's actual Baseline Resource Unit (MIPS, DASD, Tape and Desktop) usage may vary from Certegy's Baseline Resource Unit usage prior to the Commencement Date due to the conversion to IBM Machines (including the VTS tape drives). The Parties desire to establish a measurement period to validate the Baselines as reflected in the Supplement in addition to validating the measurement methodologies used to measure each Baseline Resource Unit as established in this Schedule. Therefore, the parties agree for the six months following the Commencement Date (the "Baseline Period"), ARCs and RRCs will not apply to either Party. During the Baseline Period the Parties will monitor and measure the actual monthly Baseline Resource Units usage trends, and validate the

Baselines reflected in the Supplement. The Parties will also model various measurement methodologies to during the Baseline Period to assure the measurement of Resource Units reflects the Parties mutual costing model. At the end of the six month Baseline Period, the Parties will analyze the actual Resource Unit usage and measuring methodologies and the Parties will cooperate in good faith and mutually determine if the Baseline of any Resource Unit and associated Annual Service Charge need adjustment from those initially established in the Supplement and effective on the Commencement Date. If the Parties agree that any Baseline Resource Unit and associated Charges should be adjusted, such adjustment shall be reflected in an amendment to this Transaction Document. Furthermore, the Parties analysis shall also result in a Resource Unit measurement methodology analysis to determine if the measurement methodology for each Resource Unit defined in Schedule J is the most appropriate methodology for the Baseline Resource Units. During the Baseline Period, and until such time that the joint analysis and Baseline Resource Unit measurement methodology is mutually agreed, Certegy shall have full utilization of the CPU capacity, for the CPU listed in Schedule D hereto, which such capacity is limited to 890 MIPS, at no additional charge to the Annual Service Charge.

After the Baseline Period and upon validation or adjustment of the Baseline Resource Units and Annual Service Charge, if any, for the remainder of the term of this Transaction Document the Parties agree that in the event Certegy's CPU MIPS Resource Unit usage exceeds the ARC Deadband or below the RRC Deadband for six consecutive months, the Parties shall promptly evaluate and reasonably cooperate to mutually determine if the MIPS Baseline should be reestablished and the attendant Annual Services Charge be adjusted accordingly, which such adjustment shall be reflected in an amendment to this Transaction Document.

If the parties fail to mutually agree on any adjustments to the Baseline and associated Annual Service Charges, then the issue shall be elevated to the IPT in accordance with Section 9.12 of the Master Agreement.

#### 7.0 TERMINATION CHARGES

The Termination Charges for Convenience and Change of Control are set forth in the Supplement and are, in addition to Wind-Down Expenses, if any, payable pursuant to Section 12 of the Master Agreement.

#### 8.0. PROJECT OFFICE

##### 8.1 INTRODUCTION

The charge payable by Certegy to IBM for the provision and performance of Project Office services for any calendar month during the Term of this Transaction Document is included in the Annual Service Charges as set forth in the Supplement unless otherwise agreed by the Parties in a written amendment to this Transaction Document.

##### 8.2 SCOPE OF PROJECT OFFICE

8.2.1. The Project Office is a staff of an IBM team responsible for the management of the relationship created by the execution of this Transaction Document. The IBM Project Office shall manage the services sufficient to support the Baseline Resources for Mainframe Services and management of the delivery of the Services required hereunder.

8.2.2 In the event that there may be a requirement for additional project or ongoing support, IBM will provide a cost for the service through the standard work order process (RFS Process) documented in Schedule N.

## 9.0 THIRD PARTY AGREEMENTS

### 9.1 INTRODUCTION

The Annual Service Charges include the charges for the Third Party Software Licenses for which IBM is financially responsible, and maintenance for those software products listed in Schedule B and Schedule F as of the Effective Date. This includes all software license upgrade charges and maintenance increase charges for the Baseline MIPS levels as reflected in the Supplement which include the ARC Deadband. The software licenses themselves are licensed to Certegy but maintenance and license upgrade charges are paid for by IBM as Certegy's paying agent. The ARC charges also include any associated license upgrade and maintenance fees for those products listed in Schedule B and F as of the Effective Date, or as added or deleted as mutually agreed, should Certegy's MIPS usage exceed the MIPS Baseline and the ARC Deadband.

### 9.2. VARIATIONS

- 9.2.1. Should there be a change to Third Party Agreements requested by Certegy, both Parties will agree to review the changes and charges associated with the Third-Party Agreements presented in this Schedule and determine a course of action. Upon mutual agreement of a course of action, the Parties will amend, if necessary, the Transaction Document accordingly.
- 9.2.2. Additions, deletions or replacements of Third Party Software to Section B-2 of Schedule B and Schedule F shall be accomplished by the initiation of a Project Plan. The Project Plan shall include but not limited to such information as, in the case of new software, the Licensing party, the financial responsibilities (i.e. who is financially responsible for the initial license, the maintenance, the upgrades, transfer fees), procuring party and if applicable, how the License and attendant maintenance would transition to Certegy at expiration or termination of the Transaction Document, if at all. The Project Plan shall be in accordance with Section 3.11 for additions, deletions or substitutions.
- 9.2.3 Upon request of either Party, the Parties will review the Systems Software Certegy licensing arrangements and product usage. The Parties will cooperate to add, change or modify Schedule B and the Supplement as agreed to improve price, efficiency and functionality. A Project Plan shall be initiated to address the addition, change or modification.
- 9.2.4 During the Transition Period, but not later than sixty days prior to the Commencement Date, the Parties shall adhere to the following to reconcile any prepaid software for the Software listed in Schedule B-2 that is, the pro rated amount on an annual basis for any Software listed in Schedule B-2 that has been prepaid and which prepayment shall extend past the Commencement Date (the "Prepaid Software"). IBM will credit to Certegy the amount prepaid which such amount shall not exceed IBM's prorated cost model for such prepaid software products for the months prepaid beyond the Commencement Date. The Parties shall:
  1. Certegy shall furnish to IBM a spreadsheet that lists the Prepaid Software products that have been prepaid past the Commencement Date. The detail shall include the product, the amount prepaid, the period (including start and end date) for which the product was prepaid (annual, semi-annual, quarter etc.).

2. The Parties shall review the spreadsheet and upon mutual agreement that the products, the amounts and time periods are correct, then
3. IBM will credit, to Certegy beginning in September 2003 one quarter (1/4) of the aggregate pro rated amount of the Prepaid Software, on a monthly basis (September through December 2003). For Prepaid Software that extends into or past 2004, IBM shall credit to Certegy beginning in January 2004 one twelfth (1/12) of the aggregate prorated amount of the Prepaid Software until Certegy receives the amount of the Prepaid Software as agreed in 2 above. Thereafter, no credits will be due Certegy.

#### 10.0 FINANCIAL RESPONSIBILITIES MATRIX

The Financial Responsibilities Matrix attached as Exhibit J-1 further defines the financial responsibilities of Certegy and IBM.

FINANCIAL RESPONSIBILITIES MATRIX

FINANCIAL RESPONSIBILITIES MATRIX

DESCRIPTION -----	RESPONSIBILITY -----	
	IBM ----	CERTEGY -----
Annual Services Charge		X
Transition Charge		X
Additional Resource Charges (subject to Baselines and ARC Rates and ARC and RRC Deadband)		X
Economic Change Adjustment		X
Taxes		
- Personal property and use		
- Certegy equipment (owned, leased, rented by Certegy)		X
- IBM equipment (owned, leased, rented by IBM)	X	
- Applications Software		X
- Systems Software		
- Applicable to periods prior to the Commencement Date		X
- Applicable to periods on or after the Commencement Date	X	
- Standard Products (as defined in Procedures Manual)		X
- Excise taxes on telecommunications lines and circuits		X
- Real estate taxes		
- IBM owned and leased property	X	
- Certegy owned and leased property		X
- Future taxes on the provision of Services and a New Service (for example, sales, use, excise, services)		X
Termination Charge		X
Applications Software		
- Purchases		X
- Licenses		X
- Operations	X	
- Additions		X
- Upgrades		X
- Replacements		X
- AD/M Services		X
- End User support (Level 0, Level 1)		X
- End User support (Level 2, Level 3)		X
Systems Software-Certegy		
- Purchases (is responsibility of Certegy, but will be procured by the party who receives the best price)		X
- Replacements (in accord with Schedule B)		X
Systems Software-IBM		

FINANCIAL RESPONSIBILITIES MATRIX

DESCRIPTION -----	RESPONSIBILITY -----	
	IBM ----	CERTEGY -----
- - Purchases (Certegey is responsible for new products requested by Certegey)		X
- - Replacements (in accord with Schedule B)		X
Certegey Machines		
- - Purchases		X
- - Leases		
- Applicable to periods prior to the Commencement Date		X
- Applicable to periods on or after the Commencement Date		X
- - Operations (as defined in Schedules I-Network)	X	
- - Maintenance (excluding 4745's and 9032's)		X
- - Maintenance (4745's and 9032's)	X	
- - Additions		X
- - Upgrades		X
- - Replacements		X
- - Install, Move, Add, Change (excluding 4745's and 9032's)		X
IBM Machines		
- - Purchases	X	
- - Leases	X	
- - Operations	X	
- - Maintenance	X	
- - Additions	X	
- - Upgrades	X	
- - Replacements	X	
- - Install, Move, Add, Change	X	
- - Data Center Machine supplies	X	
Print		
- - Printed forms and printer paper		X
- - Distribution costs (to agreed drop locations within the Facility)	X	
- - Distribution costs (beyond agreed drop locations within the Facility)		X
- - Filing/storage - applications output		X
- - Filing/storage - systems output		X
Supported Desktops/Laptops (hardware Standard Products)		
- - Purchases		X
- - Leases		X
- - Maintenance		X
- Warranty (equivalent of three-year on-site parts and labor)		X
- All out of Warranty Hardware maintenance		X
- Parts (not covered under warranty or maintenance agreement)		X
- - Additions		X
- - Upgrades		X
- - Replacements		X
- - Install, Move, Add, Change	X	

FINANCIAL RESPONSIBILITIES MATRIX

DESCRIPTION -----	RESPONSIBILITY -----	
	IBM ----	CERTEGY -----
Supported Desktops/Laptops (software Standard Products)		
- - Purchases		X
- - Licenses		X
- - Development		X
- - Maintenance		X
- - Additions		X
- - Upgrades		X
- - Replacements		X
- - Training		X
- - Install, Move, Add, Change	X	
- - Level 0, Level 1, Level 2 support	X	
- - Level 3 support (deskside support Services)	X	
- - Level 4		X
Disaster Recovery		
Data Center Services		
- - Up to Configuration (as specified in Schedule G Disaster Recovery)	X	
- - Above Configuration		X
- - End User recovery (including connectivity and support)		X
- - Network recovery (including connectivity and support)		X
- - Disaster declaration fees Will reflect in J above		X
- - Recovery Center usage fees Will reflect in J above		X
- - Off-site data storage and transportation costs	X	
Miscellaneous charges		
- - Required Consents		
- - Administration		X
- - Associated charges/fees (excluding charges/fees related to IBM's rights to access/operate Systems Software as specified in Schedule F (Software))		X
- - Charges/fees related to IBM's rights to access/operate Systems Software (as specified in Schedule B and F (Software))		X
- - Services performed outside the Service Hours		X
- - Travel and living expenses as mutually agreed		X
- - On-site support Services for Nonstandard Products		X
- - End User training (including, for example, course fees, materials, travel and living expenses) if required and agreed by Certegy		X
- - Costs associated with government regulatory compliance		
- - IBM regulatory compliance	X	
- - Certegy regulatory compliance		X
- - Costs associated with Certegy equipment and software storage, disposal, and discontinuance		X
- - Costs associated with transportation of Certegy equipment, software, and other materials		X
- - Services Transfer Assistance		X

FINANCIAL RESPONSIBILITIES MATRIX

DESCRIPTION -----	RESPONSIBILITY -----	
	IBM ----	CERTEGY -----
- - Other Contracts (that are Contracts in Schedule F that are not Software related)		
- - Applicable to periods prior to the Commencement Date		X
- - Applicable to periods on or after the Commencement Date		X
- - IBM locations (for example, occupancy, maintenance, security)	X	
- - Certegy locations (for example, occupancy, maintenance, security)		X
- - Office equipment (for example, workstations, furniture, telephones, FAX) - IBM locations	X	
- - Office equipment (for example, workstations, furniture, telephones, FAX, copiers) - Certegy locations for Certegy staff		X
- - Office equipment (for example, floor space, furniture, telephones, FAX, copiers) - Certegy locations for IBM staff		X
- - Mail room, messenger, courier (IBM internal)	X	
- - Mail room, messenger, courier (Certegy internal)		X
- - End User consumable items (for example, paper, toner, printer cartridges, diskettes, compact disks, tapes, batteries and other such consumable items that comply with original equipment manufacturers' specifications)		X
- - IBM personnel located on Certegy premise office supplies	X	
- - All Certegy site power connection costs including power outlet and PDU costs		X
- - All Certegy site environmental costs including HVAC and network cabling costs		X
- - Certegy personnel office supplies		X

Although particular items, which are not within the Services of this Transaction Document may be identified in the Financial Responsibilities Matrix above, there is no intent to imply that items that are not identified are within the Services. Certegy's and IBM's financial responsibilities are defined fully in the Schedules to this Transaction Document.

SCHEDULE K OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER

APPLICATIONS INSTALLATION STANDARDS (OPERATING ENVIRONMENT IT STANDARDS)

1.0 INTRODUCTION

- 1.1.1 This Schedule K defines the mutually agreed to operating environment standards as of the Commencement Date (hardware and Software) which IBM will support during the term of this Transaction Document. IBM shall develop the operating environment standards during the 180 day Transition Period for Certegy's review. The parties shall agree to the initial operating environment standards prior to the Commencement Date of Services.
- 1.1.2 IBM and Certegy agree to review and define the Application Installation standards for this tower through the term of the agreement.
- 1.1.3 IBM will ensure that the Procedures Manual is updated to record the agreed Application Standards for this tower through the Term of the Agreement.
- 1.1.4 Should there be agreement to a change in standards that would represent a significant impact to the costs that would be incurred by IBM, an adjustment of service fees may be required.
- 1.1.5 Both parties undertake to follow the agreed standards as possible through commercially reasonable steps.
- 1.1.6 These standards represent an agreed target for the Services and Applications and are not to be seen to be subject to Minimum Service Level.

2.0 OPERATING ENVIRONMENT

The column on the left identifies the operating environment as of the Commencement Date of this Agreement.

ZOS

OPERATING ENVIRONMENT	CURRENT
Operating System	ZOS
Job Entry System	JES2
Security	ACF2
Transaction Processing	CICS
Storage Management	SMS
Problem/Change Management	ESM
Performance Management	Performance Reporter and RMF
Analysis/Reporting	SAS

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CERTEGY/IBM CONFIDENTIAL

ZOS

OPERATING ENVIRONMENT	CURRENT
-----------------------	---------

REMOTE OPERATIONS

- - On-line Viewing and Bundling CA-View
- Scheduling CA7
- Tape Management CA1

OUTPUT PROCESSING

- - Compiler COBOL
- - Interactive Development TSO, ISPF

HARDWARE: Mainframe systems and peripheral devices will be compatible with the IBM System/ZOS architecture.

SCHEDULE L OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER

SECURITY PROCEDURES AND RESPONSIBILITIES - DATA AND PHYSICAL

1. SECURITY MANAGEMENT

- 1.1 Certegy and IBM will each provide a focal point with responsibility for security management.
- 1.2 This Schedule L defines the mutually agreed processes for the Security Procedures and Responsibilities which IBM and Certegy will comply with during the term of this Transaction Document.
- 1.3 During the Transition Period, with Certegy's assistance and approval, IBM will develop a detailed document that will define the mutually agreed security controls that IBM will implement for this Transaction Document (the Information Security Controls document) within the Procedure Manual.
- 1.4 IBM and Certegy will jointly agree on the Security and access control procedures for the security and /third party interface hardware supplied by Certegy and operated at IBM or Certegy facilities where IBM has responsibility for such hardware. The specific detail procedures will be developed and included in the Procedures Manual and subject to audit.
- 1.5 IBM and Certegy agree to review and define Security Procedures and Responsibilities for this tower through the term of this Transaction Document.
- 1.6 IBM will ensure that the Procedures Manual is updated to record the agreed Security Procedures for this tower through the term of this Transaction Document.
- 1.7 Should there be agreement to a change in security procedures and responsibilities that would represent a significant impact to the costs that would be incurred by IBM, an adjustment of service fees may be required.
- 1.8 Both parties undertake to follow the agreed Security Procedures and Responsibilities.
- 1.9 Certegy will communicate the security procedures to Authorised Users (e.g., login procedures, password requirements, data and equipment security procedures).
- 1.10 Certegy will notify IBM of changes to Certegy plans to make to its security policies and standards before implementation.

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CERTEGY/IBM CONFIDENTIAL

2. IBM RESPONSIBILITIES FOR PHYSICAL SECURITY

IBM WILL be responsible for the following:

- 2.1 during the Transition Period with Certegy's cooperation, IBM will perform a baseline inventory of removable storage media (e.g., tapes, disks) for which IBM has security responsibility;
- 2.2 be responsible for notifying Certegy for the authorization of access control for IBM staff for all badge reading devices in Certegy facilities;
- 2.3 conduct periodic reviews of the data processing areas for which IBM has security responsibility for unusual occurrences and perform follow-up activities in accordance with the procedures specified in the information security controls document within the Procedures Manual;
- 2.4 implement controls which protect printed output from unauthorized access while under IBM's control;
- 2.5 provide secure storage for removable storage media under IBM's control at IBM data center sites;
- 2.6 provide physical security controls at the IBM Data Center sites which include but is not limited to: providing badge distribution to IBM staff performing the Services and alarm monitoring and response;
- 2.7 restrict access to data processing areas, whether at IBM or Certegy facilities, for which IBM has security responsibility, to authorized personnel only;
- 2.8 protect all network services infrastructure components on IBM's premises from unauthorized access. This includes routers, firewalls, CSU/DSU's, diagnostic equipment, FEP's, etc;
- 2.9 perform an annual audit and reconciliation of the tapes under IBM's control and promptly notify the appropriate Certegy and IBM personnel if discrepancies are discovered;
- 2.10 resolve discrepancies discovered during the annual tape audit and inform Certegy of the resolution;
- 2.11 implement controls for and provide effective elimination of residual information on removable storage media before disposal or reuse outside of Certegy; and
- 2.12 provide security implementation and administration on all remote network equipment installed by IBM at Authorized User locations to perform the Services (includes routers, CSU/DSU's, firewalls, diagnostic modems, etc.).

3. IBM RESPONSIBILITIES FOR LOGICAL SECURITY

IBM will be responsible for the following:

- 3.1 advise Certegy of the latest concepts and techniques associated with system and data access control;
- 3.2 during the Transition Period with Certegy's assistance, will perform a baseline inventory of access IDs for the systems for which IBM has security responsibility;
- 3.3 reset logon ID passwords for Certegy, Certegy Authorized Users, and IBM personnel and disclose such passwords to authorized personnel;
- 3.4 provide annually to Certegy for review (eg., re-verification) a list of existing non-IBM system logon IDs;
- 3.5 review and verify quarterly the system logon IDs for IBM personnel (i.e., re-verification) and delete the IDs of those individuals who no longer have a business need and/or are no longer authorized by management to access the system;
- 3.6 based on information provided by Certegy, delete the system logon IDs of those individuals who no longer have a business need and/or are no longer authorized by Certegy or Certegy's Authorized Users to access the system;
- 3.7 authorize System access to IBM employees, IBM sponsored vendors and contractors and with proper Certegy approval Certegy's Authorized Users only to the extent necessary to perform activities required by the Master Agreement, this Transaction Document and its Schedules;
- 3.8 perform system and data security tasks as agreed and documented in the Procedures Manual;
- 3.9 authorize requests, dependent on proper registration to appropriate IBM personnel, read, write, create, and scratch access to system resources, such as systems commands, restricted utilities operating system files, IBM libraries, and IBM applications;
- 3.10 install, maintain and upgrade new or existing data access control software as deemed necessary by IBM to provide the Services;
- 3.11 implement the functions and features of the access control software that will satisfy Certegy's security practices as defined in the Information Security controls section of the Procedures Manual;
- 3.12 implement the protection requirements for operating system resources via the access control software with all changes being scheduled and performed in accordance with the change management process;
- 3.13 capture and maintain audit records for a mutually agreed retention period, and provide record retention reports to the Certegy Project Executive upon reasonable request;
- 3.14 promptly inform Certegy of any security incident as IBM becomes aware and recommend possible remedial action;

- 3.15 schedule and notify Certegy through the change management process of security or integrity software fixes that must be applied to the systems for which IBM has security responsibility;
- 3.16 provide and support encryption products (i.e., hardware and/or software) as defined in the Procedures Manual under the Information Security Controls section;
- 3.17 establish, change, deactivate and remove System logon IDs and associated System access authorities of Certegy staff and Certegy's Authorized User IDs as authorized by Certegy;
- 3.18 control and be responsible for the security officer/security administrator user profiles on those systems for which IBM has security responsibility;
- 3.19 ensure safeguards are designed to deter intentional or accidental security violations in accordance with the Information Security Controls section within the Procedures Manual;
- 3.20 ensure Authorized Users have unique identifiers to the extent necessary to comply with Certegy's Security policies;
- 3.21 conduct periodic security health checks to validate access control settings, authorized privileged users, operating system resource protection, and installation and operation of virus control programs on the applicable platforms;
- 3.22 in cooperation with Certegy, review the Certegy's security policies and procedures for effectiveness and recommend improvements;
- 3.23 be responsible for maintaining the agreed data security procedures for Systems Software and access to Certegy mainframe production application systems (on-line and batch), development systems and libraries;
- 3.24 be responsible for Certegy's ACF2 administration responsibility to grant read, write, create, and delete access to Certegy's business application files and libraries (i.e., on-line ACF2 updates) and to grant user access to CICS transactions defined as belonging to Certegy business applications (i.e., on-line ACF2 updates), dependent on proper registration whether it be TSO, Batch or CICS Facility; and
- 3.25 ensure that access granted to MVS operating system or APF libraries is granted on a job need basis only and that any maintenance or update work applicable to these libraries is properly reviewed and authorized in accordance with established change control processes.

#### 4. CERTEGY RESPONSIBILITIES FOR PHYSICAL SECURITY

Certegy will be responsible for the following:

- 4.1 the authorization of access control for all badge reading devices in Certegy data center sites;
- 4.2 conducting periodic reviews of the data processing areas for which Certegy has security responsibility for unusual occurrences and perform follow-up activities in accordance with the procedures specified in the information security controls document within the Procedures Manual;

- 4.3 during the Transition Period, assist IBM in performing a baseline inventory of removable storage media for which IBM has security responsibility;
- 4.4 providing secure storage for removable storage media at Certegy's data center sites;
- 4.5 providing physical security controls at the Certegy Data Center sites which include but is not limited to; providing badge distribution and alarm monitoring and response;
- 4.6 restricting access to data processing areas, at Certegy facilities, for which Certegy has security responsibility, to authorized personnel only; and
- 4.7 protecting all network services infrastructure components on Certegy's premises from unauthorized access. This includes routers, firewalls, CSU/DSLTS, diagnostic equipment, FEP's, etc.

#### 5. CERTEGY RESPONSIBILITIES FOR LOGICAL SECURITY

Certegy will be responsible for the following areas of logical security:

- 5.1 during the Transition Period, assisting IBM in performing a baseline inventory of access IDs for the systems for which IBM has security responsibility;
- 5.2 annual review and verification of system logon IDs for Certegy personnel (i.e., re-verification) and notifying IBM to delete the IDs of those individuals who no longer have a business need and/or are no longer authorized by management to access the system;
- 5.3 defining and providing Certegy's data classification and control criteria, data protection and handling requirements, and data encryption requirements to IBM;
- 5.4 administration of all Application Software security;
- 5.5 promptly acknowledge receipt of security exposures notified to Certegy by IBM and inform IBM of Certegy's acceptance or rejection of IBM's recommended remedial action or other remedial action Certegy implements. In the event that Certegy chooses not to implement in accordance with the mutually accepted recommendations and it causes an impact to the Services provided by IBM as determined by root cause analysis, IBM shall be relieved of their responsibilities that they are prevented from performing by such act;
- 5.6 define the protection requirements for application and End User resources via the access control software ACF2;
- 5.7 maintain security for and distribution of encryption keys;
- 5.8 establish the process criteria for resetting passwords and disclosing such passwords to authorized personnel; and
- 5.9 Certegy will provide fully authorised security requests to IBM.

#### 6. SECURITY RESPONSIBILITY MATRIX

- 6.1 The Security Responsibilities Matrix attached hereto as Exhibit L-1 further defines the security responsibilities of the Parties.

EXHIBIT L-1

SECURITY RESPONSIBILITIES MATRIX

R = Identify Requirements  
 A = Assist  
 X = Perform  
 P = Primary  
 S = Secondary

SECURITY MANAGEMENT - - - - -	IBM ---	CERTEGY -----
1. Provide an interface for day-to-day security management.	X	X
2. Develop, document and implement an information security controls document as part of the Procedures Manual.	X	A
3. Provide IBM with Certegy's security policies, including updates as they occur		X
4. Review security policies for effectiveness and recommend improvements.	P	S
5. Review amendments made to Certegy's security policies and standards and advise Certegy whether any proposed changes can be implemented within existing Baselines and/or Annual Services Charge.	X	
6. Create and maintain the Security section of the Procedures Manual	X	A
7. Communicate the security procedures to Certegy's Authorized Users that are affected by this service, such as login procedures, password use, use of anti-virus programs and security for data and equipment.		X
8. Work to develop detailed information security controls document as part of the Procedures Manual	X	A
9. Maintain and update the information security controls document when necessary.	X	A
10. Develop, document and implement and maintain security controls for those subsystems and applications that do not use the access control software for their security.	S	P

PHYSICAL SECURITY

- - - - -

IBM CERTEGY

--- -----

- |  |   |   |
|--|---|---|
| 1. Provide physical security controls at Certegy facilities.   |   | X |
| 2. Provide physical security controls at IBM facilities.   | X |   |
| 3. Restrict access to all data processing areas at IBM facilities to authorized personnel only.  | X |   |
| 4. Restrict access to all data processing areas at Certegy facilities to authorized personnel only.  |   | X |
| 5. Conduct periodic reviews of the data processing areas at Certegy's facilities for unusual occurrences and perform follow-up activities.       |   | X |
| 6. Conduct periodic reviews of the data processing areas at IBM facilities for unusual occurrences and perform follow-up activities.             | X |   |
| 7. Each party shall protect LAN Servers, routers, firewalls and infrastructure devices that they are responsible for at Certegy facilities.      | X | X |
| 8. Protect LAN Servers, routers, firewalls and infrastructure devices at IBM facilities.   | X |   |
| 9. Protect LAN Servers, routers, firewalls and infrastructure devices at Certegy facilities.   |   | X |
| 10. Implement controls which protect printed output from unauthorized access while under IBM's control.  | X |   |
| 11. Provide secure storage for portable storage media including, but not limited to, tapes and disk packs under IBM's control at IBM facilities. | X |   |
| 12. Provide secure storage for portable storage media including, but not limited to, tapes and disk packs at Certegy's facilities.               |   | X |
| 13. During the Transition Period, with the assistance of Certegy, perform a baseline inventory of all portable storage media (e.g. tapes).       | P | S |
| 14. Perform an annual tape audit/reconciliation/resolution and promptly notify Certegy and IBM management when errors are detected.              | X |   |
| 15. Implement controls and provide effective disposal of residual information on portable storage media before disposal.                         | X |   |

## LOGICAL ACCESS CONTROL

IBM      CERTEGY

	IBM	CERTEGY
1. Identify the Certegy data classification/control criteria.		X
2. Install, maintain and upgrade new or existing data access control software when applicable.	X	
3. Implement the functions and features of the access control software which will satisfy Certegy's security practices as defined in the information security controls document in the Procedures Manual.	X	
4. Implement the security system values and features of the supported operating systems which will satisfy Certegy's security practices as defined in the information security controls document in the Procedures Manual.	X	
5. Identify the protection requirements for operating system resources.	X	
6. Implement the protection requirements for operating system resources via the access control software, with all changes being scheduled through the Change Control Process.	X	
7. Identify the protection requirements for Certegy's application resources.		X
8. Implement the protection requirements for Certegy's application resources via the access control software,	X	
9. Implement and maintain security controls for those subsystems and applications which do not use the access control software for their security (excludes DBMS security).		X
10. Identify the protection requirements for Certegy's Authorized User data.		X
11. Implement the protection requirements for Certegy's Authorized User data via the access control software.		X
12. Schedule and notify Certegy through a change control process of security/integrity fixes that must be applied to the in-scope systems as they become available.	X	
13. Identify data encryption requirements.		X
14. Provide and support network encryption products as defined in the "Information Security Controls" document.	X	
15. Maintain and distribute encryption keys.		X
16. During the Transition Period assist IBM in performing a baseline inventory of all access ID's to the Certegy systems to be supported as part of this contract.		X

17. Provide IBM with fully approved and authorised security requests.		X
18. Establish, change, deactivate and remove logon IDs and associated access authorities for Certegy employees and Certegy Authorized Users as authorised by Certegy.	X	
19. Establish, change, deactivate and remove logon IDs and associated access authorities for IBM employees as authorised by Certegy.	X	
20. Quarterly perform a continued business need (re-verification) review of all Certegy logon ID's accessing the systems, removing those which are identified as no longer authorized by management.	S	P
21. Quarterly perform a continued business need (re-verification) review of all IBM logon ID's supporting the service, removing those which are no longer authorized by management.	X	
22. Establish the process criteria for resetting user's passwords and disclosing them to authorized personnel.		X
23. Reset IBM logon ID passwords and disclose passwords to authorized personnel.	X	
24. Reset Certegy and Certegy's Authorized User logon Ids, passwords and disclose passwords to authorized personnel.	X	
25. Review, approve and grant requests for privileged user authorities.	X	
26. Review privileged user authorities quarterly and remove those for which management authorization no longer exists.	X	
27. Control and be responsible for the Security Officer/Administrator user profiles on all systems, when applicable and in the scope of this agreement.	X	
28. Periodically perform system security health checks.	X	A
30. Capture audit records, retain for an agreed period of time, and supply reports to the Certegy Project Executive upon reasonable request.	X	
31. Promptly inform Certegy of any security issues of which IBM is aware and suggest possible remedial action.	X	
32. Promptly acknowledge receipt of security exposures identified by IBM and inform IBM of Certegy's acceptance or rejection of the suggested remedial action.		X
33. Take corrective action as appropriate to remedy security violations IBM has reported.		X
33. Quarterly, review access granted to MVS and APF libraries for IBM support staff in accordance with the information security controls document within the Procedures Manual	X	

DATA NETWORK  
-----

IBM    CERTEGY  
----    -----

- |  |   |   |
|--|---|---|
| 1. Manage and maintain security of all firewall/gateway devices that may connect the IBM front end processors to the Certegy network for the provision of the service. |   | X |
| 2. Manage and maintain security of all firewall/gateway devices that may connect the IBM front end processors to the IBM network for the provision of the service.     | X |   |

SCHEDULE M OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
HELP DESK SERVICES PROCEDURES

1.0 INTRODUCTION:

IBM will staff a function to act as the contact point, via a toll free telephone number, for Certegy End Users including some external Certegy customers, who require assistance in the resolution of problems, concerns, and questions and to request Services (the "Help Desk" or "Customer Service Center" ("CSC")). Calls into the Help Desk will be answered by a single point of contact (SPOC) in English. If a problem cannot be resolved by telephone, IBM will handle the problem via the escalation procedures set forth in the Procedures Manual.

IBM will provide the Help Desk Services from a remote, fully functional IBM Help Desk utilizing metaframe server technology (firewall). IBM will access Certegy's network in order to perform Level 1 problem determination and ID support for the End User population. This is accomplished by connectivity to the Certegy network.

IBM will coordinate knowledge transfer by shadowing current Certegy Help Desk staff to gather knowledge on supported applications, Help Desk processes & procedures, special support requirements, and other pertinent support information during the Transition Period. Certegy and IBM will work together during the Transition Period to effect a transparent transition to the End User.

2.0 DEFINITIONS

LEVEL 1 - means, with respect to Help Desk support responsibilities: 1) answering the incoming call; 2) recording all calls; 3) gathering the End User information; 4) obtaining resource status; 5) accessing on-line information; 6) responding to End User requests for information; 7) handling routine product usage problems; 8) transferring calls to the appropriate support group; 9) dispatching on-site assistance; 10) opening the call record; 11) informing the End User of the status of a call; 12) calling the End User for further information; and 13) closing the call record.

LEVEL 2 - means, with respect to Help Desk support responsibilities: 1) closing problem calls not closed by Level 1, exclusive of product defects; 2) documenting all actions in the call record; 3) calling the End User for further information; 4) performing root cause analysis, as required; 5) working with vendors (as appropriate) to resolve problems; 6) making recommendations for process and tool improvements; 7) contacting other support groups and organizations, as required; 8) dispatching on-site assistance, if needed; 9) interfacing with other systems, networks and operating system environments personnel; and 10) routing calls to other levels of support, as required.

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LEVEL 3 - means, with respect to Help Desk support responsibilities: 1) the on-site diagnosis and repair required to close the problem; 2) documenting all actions in the call record; 3) performing root cause analysis, as required; 4) working with vendors (as appropriate) to attempt to resolve problems; 5) making recommendations for process and tool improvements; and 6) contacting other support groups or organizations, as required.

### 3.0 GENERAL HELP DESK SERVICES:

#### IBM Responsibilities

IBM will:

1. provide, program and maintain the automatic call distribution equipment IBM requires to provide the Services at the IBM Help Desk. Certegy will forward Help Desk Calls to the IBM Help Desk through Certegy's PBX options/switch via an IBM provided 800 number;
2. receive, log and dispatch or transfer Calls, as appropriate;
3. open a Call record to document Calls. A Call record may include information such as End User information, Call record number, date and time opened, service requested, problem description or symptoms, Call assignment (for example, Level 2, Level 3), Call status, and Call resolution and closure information;
4. provide scripted Level 1 support for Certegy's Applications for which Certegy or its third party IBM provides scripts and training;
5. prioritize Calls in accordance with the Severity Codes;
6. perform problem analysis, including identification of the source of the problem;
7. provide Call status as the End User requests;
8. dispatch or arrange for on-site support, if required, for problem determination and/or resolution;
9. notify the Certegy Service Location contact of Hardware or Software systems failures according to the Operations Procedures Manual;
10. provide a systems status recording for in-scope systems with status information such as known major incidents and estimated recovery times;
11. interface with and coordinate problem determination and resolution with the Certegy Service Location contact and/or Third Party service providers;
12. monitor problem status to facilitate problem closure within defined Service Level criteria or escalate in accordance with the escalation procedures the Operations Procedures Manual defines;
13. provide input to Certegy on End User training requirements based on problem Call tracking and analysis;

14. with Certegy's assistance, establish and maintain Call prioritization guidelines and escalation procedures;
15. develop Help Desk operational processes and procedures and provide to Certegy for distribution;
16. maintain a contact list of IBM focal points, including names and telephone, pager and fax numbers, and provide to Certegy for distribution;
17. provide a standard monthly report to Certegy summarizing the Calls (by status code) received and handled by the Help Desk for the prior month;
18. using the information contained in the standard monthly reports, IBM will provide information to Certegy on Call trends and make recommendations (for example, additional End User training requirements), where appropriate; and
19. provide an interface between its Help Desk application and Certegy's Help Desk application (GWI).

#### Certegy Responsibilities

Certegy will:

1. publish a single toll free telephone number for End Users to contact the Help Desk;
2. unless otherwise provided in the Agreement or mutually agreed by the parties, be responsible for all End User training (hardware and software);
3. for Certegy -retained systems, provide systems status information to the Help Desk and updates as they occur. IBM will maintain such information for up to five business days or until Certegy is otherwise notified by IBM within the five business days, after which time IBM will delete it unless Certegy otherwise notifies IBM;
4. maintain and distribute a Certegy contact list, including names and telephone, pager and fax numbers, for use by Help Desk staff to contact appropriate Certegy personnel for problem determination assistance and escalation and ensure such personnel are available as required;
5. assist IBM in establishing Call prioritization guidelines and escalation procedures;
6. ensure End Users have a basic level of understanding of the service delivery processes and procedures and adhere to the processes and procedures for accessing each Service;
7. communicate support responsibilities and procedures to the Certegy Service Location contact and Third Party service providers (for example, providing Call status and resolution to the Help Desk and ensure adherence to such procedures);
8. assist IBM, as requested and in a time frame commensurate with the assigned problem Severity Code and associated Service Level commitment, in the resolution of recurring problems which are the result of End User error;
9. resolve any Certegy Third Party service provider performance problems affecting IBM's provision of the Services;

10. be responsible for all Certegy Third Party support costs (for example, help lines);
11. be responsible for the resolution or closure of all Calls related to products and services that are not within the Services;
12. allow IBM to utilize remote access capability to remotely diagnose problems;
13. provide Level 2 and 3 support for Certegy applications; and
14. provide Level 1 scripts and training for Certegy applications to IBM.

#### 4.0 HELP DESK FOR MAINFRAME RESPONSIBILITIES:

##### IBM Responsibilities

IBM will:

1. except for the Certegy Applications and Network, provide Level 1 support for the Hardware and Software;
2. redirect Calls requiring Level 2 and Level 3 support to the appropriate IBM mainframe support group for problems and questions relating to the mainframe;
3. report on the status of batch jobs upon request;
4. reset passwords and perform logon ID administration in accordance with Certegy - provided security guidelines; and
5. recycle, start and stop devices.

##### Certegy Responsibilities

1. Certegy will provide the security guidelines, including the system access authorization profiles; and
2. Certegy will authorize exceptions to the security guidelines.

#### 5.0 HELP DESK FOR DESKTOP SERVICES:

##### IBM Responsibilities (Standard Products)

IBM will:

1. log and redirect Calls requiring Level 1, Level 2 and Level 3 support for Standard Products to the appropriate IBM deskside support group for problems and questions relating to the deskside;
2. dispatch IBM service personnel to perform on-site Services (for example, deskside support, software maintenance)

##### IBM Responsibilities (Non Standard Products)

IBM will:

1. provide Level 1 support based upon IBM's available resources; and

2. as appropriate, refer problems or questions to the Certegy Service Location contact for resolution.

#### Certegy Responsibilities

Certegy will:

1. communicate the defined Standard Products and Services to End Users;
2. ensure that End Users are authorized to request the Services including the dispatch of service personnel to provide on-site Services; and
3. with respect to Nonstandard Products: provide all Level 2, and Level 3 support, be responsible for the resolution/closure of any problems or questions referred to Certegy by Help Desk staff; and provide training to IBM-designated staff and documentation on Nonstandard Products, as appropriate.

#### 6.0 HELP DESK FOR NETWORK RESPONSIBILITIES:

##### IBM Responsibilities

IBM will:

1. log and redirect Calls requiring Level 1, Level 2 and Level 3 support to the appropriate Certegy network support group for problems and questions relating to the network;

##### Certegy Responsibilities

Certegy will:

1. Certegy will provide the network call guidelines.

#### 7.0 SERVICE LEVEL APPLICABILITY

The Average Call Time Service Level applies only to Level 1 support.

IBM and Certegy acknowledge that the Help Desk Services being provided by IBM and set forth in this Schedule: (i) are related solely to information technology, (ii) are being provided by IBM employees or its Affiliates or Subcontractors, (iii) are being provided from facilities owned or leased by IBM or its Affiliates, and (iv) IBM or its Affiliates are providing substantially all automated call processing and updating all databases associated with such Services. Any changes to the foregoing conditions (i) through (iv) shall require a written amendment to this Transaction Document #03-01 executed by IBM and Certegy and may require additional third party licenses and/or modifications to the indemnity terms set forth in the Master Agreement and/or this Transaction Document.

SCHEDULE N OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
PROJECTS

1.0 INTRODUCTION

This Schedule N describes the methodology by which projects will be performed in conjunction with the Transaction Document and the overall Project Management process that will be implemented in order to support delivery of such projects. The level at which a project will be managed will be determined by the scope of the work and the Deliverables to be provided under the project.

2.0 DEFINITIONS

All capitalized terms used and not defined in this Schedule N shall have the same meanings given elsewhere in the Agreement. As used herein:

- A. "ACCEPTANCE" or "ACCEPTED" means Certegy's concurrence that a Deliverable satisfies the Completion Criteria set forth in the Project Plan.
- B. "COMPLETION CRITERIA" means mutually agreed upon written conditions that IBM is required to meet in order to satisfy its obligations for each project as set forth in the applicable Project Plan.
- C. "DELIVERABLE" means any item delivered to Certegy under a project which is specified in the Project Plan as a Deliverable.
- D. "CHANGE AUTHORIZATION" has the meaning set forth in Section 6.0 herein.
- E. "PROJECT CHANGE REQUEST" OR "PCR" has the meaning set forth in Section 6.0 herein.
- F. "PROJECT PLAN" has the meaning set forth in Section 3.0 herein.
- G. "PROJECT MANAGER" has the meaning set forth in Section 3.0 herein.

3.0 PROJECT MANAGEMENT PROCESS

IBM's Project Management process is based upon the premise that the IBM Account Manager will have overall responsibility and accountability to meet all agreed upon quality, cost, schedule and technical objectives of the project. In addition, each Party will assign an individual to each project to act as its respective representative with responsibility for specific operational roles as described below and further delineated in the Project Plan ("Project Manager"). Based upon the scope of the work and the

Deliverables to be provided under a project, a Project Manager may be assigned to oversee multiple Projects.

Each project whether included as of the Commencement Date or subsequently added at the request of Certegy, subject to Section 9.6 of the Master Agreement, will have a plan developed (the "Project Plan") and, upon approval by both Parties, the Project Plan will be assigned a sequential number and will be attached to, and become a part of, this Schedule (e.g., Mainframe Project Plan M-1/Title, Mainframe Project Plan M-2/Title, etc.). The terms, and conditions of the Master Agreement and the Transaction Document will apply to each project unless otherwise amended by the applicable Project Plan.

#### 4.0 PROJECT MANAGERS

##### A. IBM Responsibilities

IBM will assign a Project Manager who will have the authority to act on behalf of IBM in all matters pertaining to the project with the exception of contractual endorsement. The IBM Project Manager will:

1. manage the project for IBM including planning, directing, and monitoring all project activities;
2. develop the detailed Project Plan in conjunction with the Certegy Project Manager;
3. maintain files of the Project Plan and any associated documentation;
4. establish the project team and, in conjunction with the Certegy Project Manager, apprise team members regarding the Project Management process and the Project Plan, including individual responsibilities, Deliverables, schedules, etc.;
5. be the primary point of contact to Certegy for the project to establish and maintain communications with the Certegy Project Manager;
6. define and monitor the support resources required for the project to ensure these resources are available as scheduled;
7. measure, track and evaluate progress against the Project Plan;
8. take ownership and resolve issues that may arise due to deviations from the Project Plan with the Certegy Project Manager;
9. administer and, in conjunction with the Certegy Project Manager, be accountable for project change control;
10. plan, schedule and participate in periodic project reviews, as applicable, including review of the work products being produced;
11. provide periodic written status reports using a tool and format in a format to be agreed between the Parties to Certegy that provide information such as schedule status, technical progress, issue identification and related action plans; and
12. establish and maintain the necessary financial controls for those areas of the project

for which IBM has responsibility.

B. Certegy Responsibilities

Certegy will assign a Project Manager who will have the authority to act on behalf of Certegy in all matters pertaining to the project with the exception of contractual endorsement. The Certegy Project Manager will:

1. be the single-point-of-contact for the management of Certegy's obligations under the project;
2. serve as the interface between the project team members and Certegy's business functions, units, or Affiliates participating in the project;
3. define Certegy's business and technical requirements for each project;
4. provide input and assist in developing the detailed Project Plan in conjunction with the IBM Project Manager and ensure that the Project Plan meets Certegy's business and technical requirements;
5. establish the project team and, in conjunction with the IBM Project Manager, apprise team members regarding the Project Management process and the Project Plan, including individual responsibilities, Deliverables, schedules, etc.;
6. provide operational guidance to, manage and be accountable for the performance of Certegy personnel assigned to the project;
7. administer and, in conjunction with the IBM Project Manager, be accountable for project change control;
8. attend project planning/review/status meetings, as required;
9. obtain and provide information, data, decisions and approvals, within three days of IBM's request, unless otherwise mutually agreed;
10. coordinate and schedule the attendance of Certegy personnel, as appropriate, at planning/review/status meetings;
11. assist in the resolution of project issues and/or escalate within Certegy for resolution as needed;
12. establish and maintain the necessary financial controls for those areas of the project for which Certegy has responsibility; and
13. review and provide written confirmation that the Deliverables meet the Completion Criteria set forth in the applicable Project Plan.

C. Each Party will give the other Party reasonable advance notice, in writing, of a change to its respective Project Manager and will discuss any objections the other Party may have to such change.

#### 5.0 PROJECT PLAN

A Project Plan must be completed for each project and should contain the following information:

##### A. Project Managers

This section will identify the Parties' respective Project Managers including name, address, telephone number, pager number, and fax number.

##### B. Purpose and Scope of Work

This section will provide a summary of the overall purpose of the project and define the scope of work to be performed.

##### C. Assumptions/Dependencies

This section will describe any key assumptions, dependencies, or critical success factors upon which the project will be based and/or is dependent upon for successful completion.

##### D. Definitions

This section will define any terms specific to a project.

##### E. IBM Responsibilities

This section will describe the responsibilities which IBM is required to perform in order to complete the project.

##### F. Certegy Responsibilities

This section will describe the responsibilities which Certegy is required to perform in order to complete the project.

##### G. Required Equipment and Materials

This section will list all required equipment and materials including, but not limited to, hardware and software, which each Party must provide in order to facilitate completion of the project.

##### H. Deliverables

This section will provide a description of any items to be delivered by IBM under the project.

##### I. Estimated Schedule

This section will provide the planned schedule for completion of the project, including any milestones and target dates for completion.

J. Completion Criteria

This section will state the criteria which IBM must meet in order to satisfy its obligations under the project.

K. Charges/Invoicing

This section will specify the applicable charges for the project and the basis for such charges and the terms for IBM's invoicing if different from those contained in the Transaction Document.

L. Additional or Unique Terms and Conditions

This section will identify any terms and conditions in addition to or different from those contained in the Master Agreement and the Transaction Document.

6.0 PROJECT CHANGE CONTROL

Either Party may request a change to a project subject to the following procedure:

All requests for a project change must be submitted via a Project Change Request ("PCR"). The PCR must describe the change in detail, the rationale for the change and the effect the change will have, if accepted, or the impact it will have if rejected, on the project. The Project Manager of the requesting Party will review the PCR and determine whether to submit the request to the other Party.

If submitted, both Project Managers will review the proposed change and approve it for further investigation, if required, or reject it. If the Parties agree that the proposed change requires further investigation, the Project Managers will authorize such investigation, and any charges by IBM that IBM specifies for such investigation, by signing the PCR. The investigation to be conducted will determine the technical merits and the effect on price, schedule, and other terms and conditions that may result from the implementation of the proposed change. The requesting Party's Project Manager may then approve or reject the change.

If rejected, the PCR will be returned to the requesting Party along with the reason for rejection.

If approved, the change will be implemented by providing written authorization signed by authorized representatives of both Parties ("Change Authorization").

7.0 COMPLETION

IBM will notify Certegy, in writing, when the Completion Criteria for a Deliverable has been met. Certegy must inform IBM, in writing, within ten (10) business days following receipt of IBM's notification if Certegy believes IBM has not met the Completion Criteria, together with reasonable detail as to the reasons for such belief. If IBM does not receive written notice within such period, then the Deliverable(s) will be deemed Accepted.

8.0 POTENTIAL PROJECTS UNDERWAY AT COMMENCEMENT DATE

As of the Execution Date, Certegy is aware of the following projects that could have potential impact on IBM's delivery of the Services:

- new Clearing and Settlement System (replacement for Pass Thru and DEPP)
- new Loyalty Management System

This section is to make IBM aware of these two major projects that will be underway at Commencement Date.

In the event Certegy requests IBM support of these project(s), such support will be a New Service and Certegy shall submit a request for such support, and IBM will provide, in accordance with Schedule N, a Project Plan.

SCHEDULE O OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
AFFECTED EMPLOYEES

As of the Commencement Date, there are no Affected Employees.

Schedule O  
Certegy/IBM CONFIDENTIAL

March 14, 2003

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SCHEDULE P OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
MAINTENANCE TERMS

This Schedule is not applicable to this Transaction Document 03-01.

Schedule P  
CERTEGY/IBM CONFIDENTIAL

March 14, 2003

Page 1 of 1

SCHEDULE Q OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
OUTSTANDING EMPLOYEE CLAIMS

There are no Outstanding Employee Claims.

SCHEDULE R OF  
TRANSACTION DOCUMENT #03-01  
MAINFRAME TOWER  
(UNITED STATES)  
SERVICES TRANSITION ASSISTANCE

1. INTRODUCTION

1.1. This Schedule R defines the assistance IBM will provide to Certegy upon expiration or termination of the Agreement and/or this Transaction Document.

2. SERVICES TRANSFER ASSISTANCE

2.1. It is the intent of the Parties that at or, upon expiration or termination of the Agreement and/or Transaction Document, IBM will cooperate with Certegy to assist with the orderly transfer of the services, functions, responsibility, and operations comprising the Services provided by IBM, hereunder, to another services provider or one or more members of the Certegy Group itself.

2.2. Prior to expiration or termination of the Agreement and/or this Transaction Document, Certegy may request IBM to perform and, if so requested, IBM shall perform (except in the event of termination for cause by IBM) services, in connection with migrating the work of the Certegy Group to another services provider or the Certegy Group itself (through "Services Transfer Assistance").

2.3. Services Transfer Assistance shall be provided:

2.3.1. until the effective date of expiration or termination with respect to the Services; and

2.3.2 for expiration or termination related services that are in addition to the Services, for up to six additional months after the effective date of expiration or termination.

2.4. Services Transfer Assistance shall include providing Certegy and its Affiliates and their agents, contractors and consultants, as necessary, with the following services:

2.4.1. Pre-migration Services:

- (a) assisting the new operations staff in developing a plan for the transition of all requested and appropriate operations from IBM;
- (b) providing the new operations staff personnel training in the performance of the Services being transferred;

- (c) providing the new operations staff with any other information regarding the Services that is required to implement the transition plan and providing such information as necessary for the new operations staff to perform the Services in an orderly manner, minimizing disruption in the operations of Certegy;
- (d) notifying all IBM subcontractors of procedures to be followed during the turnover phase;
- (e) freezing all non-critical Software changes as requested by Certegy;
- (f) reviewing all Software libraries (test and production) with the new service provider and/or Certegy;
- (g) identifying, recording and providing control release levels for the operating Systems Software used by IBM to provide the Services;
- (h) providing documentation to the new or existing operations staff which has been provided to IBM by Certegy, jointly developed between IBM and Certegy, and/or technical documentation as required to support the Services but excluding any documentation which is IBM Confidential Information which is not required to support the services;
- (i) assisting in establishing naming conventions for the new production site;
- (j) providing to the new operations staff reasonable access and use of equipment, software, personnel, third parties, and other resources used by IBM to provide the Services, subject to any prohibitions or restrictions on the use or disclosure of the software as required by the license agreements;
- (k) analyzing space required for the data-bases and Software libraries; and
- (l) generating a tape and listing of the source code in a form reasonably requested by Certegy.

#### 2.4.2. Migration Services:

- (a) unloading the production data bases as requested by Certegy;
- (b) unloading all requested Certegy data files and other Certegy Confidential Information from the System and delivering it to Certegy together with any IBM Confidential Information which is

required to perform the service subject to the requirements of section 2.6.3;

- (c) delivering tapes of production data-bases (with content listings) and printouts of control file information to the new operations staff;
- (d) assisting with the loading of the data-bases;
- (e) providing reasonable assistance to new operations staff with the turnover of operational responsibilities;
- (f) reviewing and explaining the Procedures Manual to the new operations staff;
- (g) assisting the new operations staff in notifying outside vendors of the procedures to be followed during the migration;
- (h) assisting the new operations staff in preparation of and conducting migration testing;
- (i) assisting with the communications network turnover, if applicable; and
- (j) assisting in the execution of a parallel operation until the effective date of expiration or termination of the Agreement and/or this Transaction Document.

2.4.3. Post-migration Services:

- (a) answering questions regarding the Services on an as-needed basis during the 90 day period following the date of expiration or termination; and
- (b) returning to Certegy any remaining Certegy owned reports and documentation still in IBM's possession.

2.5. If any Services Transfer Assistance provided by IBM requires the utilization of additional resources for which there is a current Baseline, Certegy will pay IBM for the incremental resources using the applicable charging methodology set forth in Schedule J of the Transaction Document.

2.6. If the Services Transfer Assistance requires IBM to incur expenses in excess of the expenses that IBM would otherwise incur in the performance of the Agreement and/or this Transaction Document, then:

- 2.6.1. IBM shall notify Certegy of any additional expenses associated with the performance of any additional services pursuant to Section 2.5 and this Section 2.6 within 30 days of receiving a written work-order request from Certegy prior to performing such services;
- 2.6.2. upon Certegy's authorization, IBM shall perform the additional services and upon completion of the services IBM will invoice Certegy for such services; and
- 2.6.3. Additionally, prior to providing any of the Services Transfer Assistance, the new operations staff shall provide to IBM an executed confidentiality agreement regarding IBM's Confidential Information disclosed or provided to the new operations staff while providing the Services Transfer Assistance; and
- 2.6.4. Certegy shall pay IBM for such additional expenses incurred within thirty (30) days of the date of receipt of the applicable invoice.

SCHEDULE S OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)

MAINFRAME TOWER

PERFORMANCE STANDARDS, MINIMUM SERVICE LEVELS, AND SERVICE CREDITS

1 INTRODUCTION

1.1 IBM and Certegy have developed detailed Performance Standards and Minimum Service Levels that will adequately measure and track the performance of Services provided by IBM.

1.2 This Schedule S describes:

1.2.1 The Performance Standards and Minimum Service Levels for the defined Services which IBM is required to meet during the Term of this Agreement. Such Performance Standards and Minimum Service Levels are set forth in Charts C-1 through C-25 of Exhibit C-1 to this Schedule S, the effective date for each of the attendant Service Credits is identified in the attached Charts in the section titled "Implementation Criteria";

1.2.2 Service Credits which are required to be paid to Certegy in accordance with Section 9.9 of the Master Agreement, should IBM fail to meet the Minimum Service Levels as set forth in this Schedule S; and

1.3 Certain Certegy responsibilities.

2 DEFINITIONS

"ACTUAL UPTIME" means, out of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined Application is actually available for use by Authorized Users.

"APPLICATION" means individual subsystems or environments comprising the Applications Software.

"AVAILABILITY" means Actual Uptime plus Excusable Downtime divided by Scheduled Uptime. For purposes of determining whether IBM's performance meets any Performance Standard and Minimum Service Level, Availability will be measured based on a monthly average during each calendar month of the Term of this Agreement, to be calculated once monthly within ten (10) business days following the end of each calendar month.

"CRITICAL SYSTEM PROCESS" means a process or service associated with a Critical Business Application System for which there is a defined Performance Standard and Minimum Service Level.

"EXCUSABLE DOWNTIME" means, out of the Scheduled Uptime, the aggregate number of hours in any calendar month during which the Host System and/or each defined Critical System Process is down due to action or inaction by Certegy or due to a Force Majeure Event, which failure is not attributable to IBM's failure to exercise due care including, without limitation, failure to provide proper preventive or remedial maintenance.

"EXTENDED FUNCTIONALITY" means the state of the Application Software-Certegy when the batch job CP209000 for St. Pete or CP209040 for Madison) or their replacement has completed and the online system has limited update capability.

"FULL FUNCTIONALITY" means the state of the Application Software-Certegy when the batch job CP242000 for St. Pete or CP242040 for Madison or BP2E6780 for Base2000 (Bank Card Availability) or their replacement has completed and the system is current and operational.

"HOST SYSTEM" means Machines and related Systems Software.

"INTERNAL RESPONSE TIME" means the internal response time of CICS transactions in a region as measured by the software tool Omegamon CICS or its equivalent replacement.

"KEY PERFORMANCE INDICATOR" "KPI" means a critical process or service which shall be monitored and reported by exception.

"MEASUREMENT PERIOD" means the time intervals for monitoring, evaluating and calculating IBM's performance against the Performance Standards and Minimum Service Levels and the Service Credits, if any.

"MINIMUM SERVICE LEVEL" or "MSL" means the level of performance set forth in Charts C-1 through C-25 of Exhibit C-1.

"PRIORITY" as used in Chart C-17, 18, and 22 to this Schedule S, refers to the relative importance to Certegy of IBM's attainment of performance in accordance with the Service Level for a particular Critical System Process versus the Service Level of another Critical System Process. The Priority designations are, in order of least importance to most importance: 2 and 1.

"RESPONSE TIME" means the time taken to perform initial problem determination by a problem support area from the time the Help Desk was advised.

"RESOLUTION TIME" means the time taken to effect a permanent fix to a problem from the time the Help Desk was advised.

"SCHEDULED DOWNTIME" means, out of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined Critical System Process is scheduled to be unavailable for use by Authorized Users due to such things as preventive maintenance, system upgrades, etc. The Scheduled Downtime period will be between the hours of 03:00 am to 06:00am on Sundays, unless otherwise agreed in advance by the Parties.

"SERVICE PERIODS" means the days of the week and hours per day that the Host System and/or each defined Critical System Process is scheduled to be available for use by Authorized Users as set forth in Exhibit C-1, subject to adjustment for mutually agreed upon Scheduled Downtime.

"SCHEDULED UPTIME" means of the Service Periods, the aggregate number of hours in any calendar month during which the Host System and/or each defined Critical System Process is scheduled to be available for use by Authorized Users.

"UNAVAILABILITY" means actual downtime less Scheduled Downtime divided by Scheduled Uptime. For purposes of determining whether IBM's performance meets any Performance Standard and Minimum Service Level, Unavailability will be measured based on a monthly average during each calendar month of the Term of this Agreement, to be calculated once monthly within ten (10) business days following the end of each calendar month.

"VALIDATED OR VALIDATION" means that the Service Levels can be demonstrated to have been met or are demonstrated to be attained by IBM during a one-hundred twenty (120) day Measurement Period during the Term of this Agreement utilizing reasonable business practices and providing information about requirements and responsibilities and the measurement process. The "Validation" process is the method for obtaining Validated results. New Performance Standards and Minimum Service Levels which are Validated in accordance with this Schedule S, will go into effect as soon as the IPT agrees that they have been Validated and Exhibit C-1 will be updated accordingly.

"VALIDATION PERIOD" means the one hundred and twenty (120) day period described in Section 6.1(ii) of this Schedule S, or otherwise agreed between the Parties, to define a new SLA, responsibilities and requirements for the SLA, agree to the measurement methods, implement and perform the measurement and jointly verify the results.

All capitalized terms used and not defined in this Schedule S shall have the same meanings given to them elsewhere in the Master Agreement the applicable Transaction Document and its Schedules hereunder.

### 3 REPORTING

By the tenth (10th) business day of each calendar month during the Term of this Agreement, IBM will submit to Certegy a report or set of reports assessing IBM's

performance against the Performance Standards and the Minimum Service Levels during the previous calendar month and detailing IBM's performance in those categories identified on Charts C-1 through C-25. IBM will also be responsible for promptly investigating and correcting failures including failures to meet such Performance Standards and Minimum Service Levels by:

- initiating problem investigations to identify root causes of failures;
- promptly reporting problems to Certegy that reasonably could be expected to have a material adverse effect on Certegy or its Authorized Users' operations; and
- making written recommendations to Certegy for improvement in procedures.

In addition to any Service Credits required by the Master Agreement and Section 7 hereof, IBM with Certegy's assistance shall diligently identify root causes, correct their respective problems, as identified through the root cause analysis, and minimize recurrences of missed Performance Standards and Minimum Service Levels for which it is responsible. IBM will provide Certegy with a report describing the results of its root cause analysis and other facts relating to IBM's failure to attain MSLs

#### 4 PERIODIC REVIEWS

Performance Standards and Minimum Service Levels will be reviewed and adjusted, if applicable, by the IPT. Any such changes will be implemented through the Change Control Process. The Parties intend that the Performance Standards and Minimum Service Levels will not be less favorable to Certegy during the Term of this Agreement to which they are applicable than they are at the initiation of the Services and will be improved over time. Any adjustments to applicable Performance Standards and Minimum Service Levels will be based upon:

- The discussion between the Parties following receipt of the Benchmark Results in accordance with the benchmarking procedures set forth in Section 5.2 of the Transaction Document.
- Technology changes to the environment; and
- Certegy or its Authorized Users' business change.
- Otherwise, the Performance Standards and Minimum Service Levels will remain the same.

#### 5 PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL IMPACT

5.1.1 For any calendar month for which, based on capacity planning activities utilizing Certegy business projections and IBM's historical trend analysis, IBM has provided written performance recommendations to Certegy to allow for continued Performance Standard and Minimum Service Level attainment without any increase in the ASC, Monthly Charges or other costs to Certegy, and with lead time reasonably sufficient for Certegy to verify and approve such recommendations, and these recommendations are valid but declined by Certegy or Certegy does not respond to IBM's recommendations, then IBM will be relieved of its Performance Standard and Minimum Service Level obligations for any calendar month for the environments for which recommendations were made and the capacity was exceeded, to the extent that the root cause analysis of such Performance Standard and/or Minimum Service Level failure demonstrates that the root cause was Certegy's refusal to accept and implement such recommendations.

5.1.2 IBM shall be relieved of its performance obligations under the Performance Standards and Minimum Service Levels for any calendar month to the extent that MIPS and DASD resources provided by IBM meet the capacity set forth in the Supplement, as adjusted by incremental MIPS and DASD requested by Certegy, where the root cause analysis demonstrates that such level of utilization exceeds such capacity and was the cause of IBM failing to satisfy such Performance Standard or Minimum Service Level in such month, except in the event where root cause analysis demonstrates that such level of utilization does not exceed the normal tolerance level of the IBM resources being utilized to provide such capacity.

6 PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL CRITERIA

6.1 The Performance Standards and Minimum Service Levels for the defined Services which IBM will be required to meet under this Agreement will be implemented in six parts as follows:

(i) New Performance Standards and Minimum Service Levels "Report-Only Performance Standards" if applicable, will be implemented and be effective upon agreement.

(ii) The Parties will Validate the new Performance Standards and Minimum Service Levels set forth at Charts C-1 through C-25 by accomplishing one of the following. In the following paragraphs, data to be validated refers not only to substantive confirmation of the measurements of the SLAs and the measurement process, but also information about the requirements and responsibilities to enable the SLAs:

a) Where the latest nine (9) months of the necessary data required for Validation is available prior to the Commencement Date, this data will be reviewed and accepted by IBM during the 180Day Transition Period. If any Service Level is Validated by IBM pursuant to this Section 6.1(ii)(a), the applicable Minimum Service Level and Performance Standard shall be deemed to be implemented and

effective on the Commencement Date of this Agreement and all associated Service Credits shall apply;

- b) Where the necessary data is not available prior to the Commencement Date and subject to agreement to the measurement methods to be used and the identification of the System end points by Certegy, IBM shall within the continuous one hundred and twenty (120) day Measurement Period starting at Commencement Date, measure the performance standards of the Services to verify that the Performance Standards and Minimum Service Levels set forth in this Schedule S can be met or exceeded. Once the Performance Standards and Minimum Service Levels are Validated, they will go into effect and IBM shall meet or exceed such Performance Standards and Minimum Service Levels as of the date of Validation by the Parties and for the remainder of the Term of this Agreement, including any mutually agreed changes; or
- (iii) If, after completing the activities required to Validate a Service Level during the Validation Period, the Parties determine that a Service Level (Performance Standard) cannot be attained, such Service Levels shall be revised to reflect those measured during the Validation Period after agreement of the Parties and acceptance by the IPT. Such revised, agreed and accepted Service Levels, shall become effective when Validated and such Performance Standards and Minimum Service Levels in this Schedule S shall be amended accordingly.
- (iv) If IBM fails to timely complete the activities required to Validate any Service Level in this Schedule S within a Validation Period, then such Performance Standards and Minimum Service Levels set forth in Exhibit C-1 to this Schedule S shall be deemed implemented and effective as of the end of the Validation Period or the Commencement date and the associated Service Credits shall apply. In the event that IBM subsequently completes its measurement activities to Validate such Service Level within a further 120 day period and the Parties determine that a Service Level cannot be attained, such Service Levels shall be revised to reflect those measured by IBM upon agreement of the Parties and acceptance by the IPT. Such revised, agreed and accepted Service Levels, shall become effective upon the agreement of the Parties and the Performance Standards and Minimum Service Levels set forth in Exhibit C-1 to this Schedule S shall be amended accordingly.
- (v) Notwithstanding sub-section (iv) above, if the Parties determine that IBM is unable to Validate any Service Level described herein using commercially reasonable efforts within the Validation Period, the Parties shall, through the IPT process, reasonably attempt to jointly develop an alternative Service Level.
- (vi) Where the Parties agree that the Measurement Period for any one SLA should be deferred for any reason and agree that measurement shall commence on a mutually agreeable date which results in the Measurement Period for that SLA extending beyond the end of the Validation Period the SLA shall become

effective at the later of (a) the end of the Validation Period or (b) the agreed date for the commencement of the Validation Period for that SLA.

During the Validation Period and the Transition Period the Batch transaction workload will be measured. In the event of a significant deviation to the Batch transaction workload through natural growth or through the implementation of a significant change the Parties agree that the SLA will be subject to re-Validation. Upon this event and until such time as the SLA is re-Validated Service Credits shall not be payable.

- 6.2 IBM will perform scheduled batch processing services in accordance with the Performance Standards and Minimum Service Levels set forth in Exhibit C-1. IBM shall be relieved from applicable Performance Standards and Minimum Service Levels and Service Credits if it does not receive certain critical inputs from Certegy or its Authorized Users by time agreed upon by the Parties, where the required files are available and ready for use within the IBM managed infrastructure, and successful completion of the appropriate Application batch job stream to the extent controlled by Certegy unless the reason the critical inputs are not received is due to an error or errors made by IBM in their Performance of the Services which IBM will not be relieved from applicable Performance Standards and Minimum Service Levels. On those occasions where a Service Level appears to be met (i.e. Online systems are up and available on or before the time identified in Exhibit C-1) but a processing error caused specifically by IBM (i.e. restarting a job in the wrong place where the restart procedures were correctly documented) had occurred causing the files to be non current, then IBM will have been deemed to have missed the Service Level.
- 6.3 Certegy recognizes that its deviation from scheduled batch job streams may result in batch output not being available by the scheduled time.
- 6.4 If Certegy or its Authorized Users fails to deliver any critical input by the deadline for the applicable batch processing job, or deviates from scheduled batch job streams, IBM will use commercially reasonable efforts, once the input is received, or corrections are made by Certegy, to complete such batch processing by the scheduled time. In this case, IBM will not be subject to a Service Credit for this application, provided it uses such commercially reasonable efforts.
- 6.5 ADDITIONAL PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS
- 6.5.1 New Applications: Performance Standards and Minimum Service Levels for new Applications which are critically material to Certegy's business shall be set forth in Exhibit C-1. The Performance Standard and Minimum Service Level for each new Application shall be negotiated between IBM and Certegy based on actual performance during the first one-hundred twenty (120) days following implementation balanced with performance forecasts (new Applications shall meet the mutually agreed qualification criteria and be compatible with the Applications Installation Standards specified in Schedule K), provided, however, that the new Application Availability Performance Standard and Minimum Service Level shall be consistent with the standards set forth in

Exhibit C-1 for other comparable Applications. In the event that agreement is not achieved in the one-hundred twenty (120) days, the dispute resolution procedures set forth in Section 16 of the Master Agreement will be followed.

- 6.5.2 New Services: When additional or New Services, other than new Applications, for which there will be a Performance Standard and Minimum Service Level are added to the operating environment, the Performance Standard and Minimum Service Level for each additional or New Service shall be negotiated between IBM and Certegy based on actual performance during the first one-hundred twenty (120) days following implementation. Such mutually agreed upon Performance Standard and Minimum Service Level will be set forth in Exhibit C-1.
- 6.5.3 In the event of a Disaster, IBM will be relieved from the Service Level requirements set forth in Schedule S of this Transaction Document as measured through the "Description of Outages" in Performance Standards and Minimum Service Levels Chart C-1 through C-25 from the time of the initial outage to five (5) calendar days after restoration thereafter.
- 6.5.4 IBM shall monitor and report on all Priority 2 Critical Processes as part of their daily and monthly reporting to Certegy. IBM shall also make commercially reasonable efforts to provide at a minimum the services related to the Certegy development environment as noted in Chart C-26 of this Schedule S.
- 6.5.5 IBM will track and report by exception, on but will not incur Service Credits, for any initial failure by IBM to meet those Service Level standards designated in Charts 17, 18 and 22 as "Priority 2" Service Levels. However, upon any failure by IBM to satisfy any Priority 2 Service Level for two (2) consecutive calendar months (hereinafter such failure is referred to as a "Priority 2 Service Credit Event"), a Service Credit equal to the Priority 1 Service Credit amount, as set forth in Service Credit Table C-3 shall be applied against the IBM invoice for Services in the month immediately following the occurrence of such Priority 2 Service Credit Event. Subsequent failures by IBM to meet the same Minimum Service Level during the six (6) calendar months following the Priority 2 Service Credit Event, as monitored by Certegy and accepted by IBM, shall also require IBM to apply a separate and additional Service Credit. If, however IBM consistently achieves the Minimum Service Level during such six (6) consecutive month period, IBM shall not be liable for Service Credits for the initial failure by IBM to meet or perform in accordance with the applicable Minimum Service Level. Instead, the initial failure following the six (6) consecutive month period shall be deemed a first time failure to achieve a Priority 2 Service Level and shall be treated in the manner described above.
- 6.5.6 The Service Levels included in Exhibit C-1 as of the Effective Date are included in the ASC. Any Service Levels added after the Effective Date are subject to additional charges, if any, and any such additional charges will be reflected in an amendment to this Transaction Document.

7 SERVICE CREDITS

- 7.1 In accordance with Section 3.2 of the Master Agreement, should IBM fail to achieve the Minimum Service Levels as set forth in Exhibit C-1, IBM will pay Service Credit(s) to Certegy. IBM will be relieved of responsibility in accordance with this Schedule S for any Minimum Service Level(s) and any associated Service Credits to the extent affected by the items described below where IBM's failure to meet the Minimum Service Level(s) is due to:
  - 7.1.1 The conditions and considerations outlined in Sections 5.1.1, 5.1.2, 6.2, 6.3 and 6.4 of this Schedule S;
  - 7.1.2 Problems determined to be caused by the actions or inaction of Certegy's personnel;
  - 7.1.3 Changes made to the environment by Certegy directly or by IBM personnel in response to a request from duly authorized Certegy personnel through the recognized work order or Change Control Process;
  - 7.1.4 Certegy's change in prioritization of available resources;
  - 7.1.5 Certegy's failure to perform Certegy's obligations as set forth in this Transaction Document and its Schedules to the extent such failure affects IBM's ability to perform the Services at the specified Minimum Service Levels (e.g., provision of adequate system capacity to provide the Minimum Service Level commitments, environmental factors/facilities, Certegy procedural errors);
  - 7.1.6 Performance or nonperformance by Certegy's third party vendors (i.e. third party software vendors) and suppliers, except where root cause analysis demonstrates that IBM failed to perform its management responsibilities;
  - 7.1.7 A declared Disaster, in which event, the Service Levels are exempted as noted in Section 6.5.3 of this Schedule S.;
  - 7.1.8 Problems resulting from the application being provided by Certegy being demonstrated through root-cause analysis to be insufficient to allow completion or overall throughput of the scheduled application to allow achievement of the required Minimum Service Level for that application;
  - 7.1.9 Problems which may not be determined through root cause analysis.; or
  - 7.1.10 For events which are not under the control of IBM, for example; power outages, errors or bugs within the Software (other than IBM Software), hardware malfunctions or errors (other than IBM Machines), products or services recommended by Certegy (but not products or services recommended by IBM), or actions or inactions of Certegy's Authorized Users and/or customers.
- 7.2 The applicable Service Credits shall be determined or calculated as follows:
  - 7.2.1 For failure to meet the Minimum Service Level in any of the defined Service categories, the Service Credit will be determined as set forth in Exhibit C-1.

7.2.2 Regarding limitations on Service Credits:

- (a) Notwithstanding anything to the contrary, in no event will IBM be liable to pay Service Credits in excess of; (i) in any given calendar month, twenty percent (20%) of the Monthly Charge for such month, or, (ii) in the aggregate, five percent (5%) of the Annual Service Charge during any Contract Year, during the term of this Transaction Document.
- (b) If the outstanding Service Credits for any calendar month (including any Service Credits that have been carried forward from any prior months pursuant to this paragraph) exceed twenty percent (20%) of the Monthly Charge for such month, then, subject to the five percent (5%) limitation set forth in paragraph (a) above, the portion of such Service Credits up to 20% of the Monthly Charge shall be applied to the invoices for such month. Any Service Credits exceeding twenty percent (20%) of such Monthly Charge shall be carried forward and applied in accordance herewith against the Monthly Charge for one or more subsequent calendar months within the same Contract Year until completely exhausted, subject to the five percent (5%) limitation set forth in paragraph (a) above. In no event will any unapplied Service Credits be carried forward from one Contract Year to another.

7.2.3 The Service Credits required to be paid hereunder by IBM that are shown by root cause analysis to be the result of a single event, shall be limited to the largest financial amount that can be calculated pursuant to a single applicable Minimum Service Level or Performance Standard for that month; provided, however, that to the extent that such root cause analysis reveals that such problems constitute separate or unrelated problems, even if caused by such single event, then multiple Minimum Service Levels or Performance Standards may apply.

7.3 IBM shall monitor and report on all Priority 2 Critical Processes, that is Charts 17 and 18 in Exhibit C-1 as part of their daily and monthly reporting to Certegy.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-1

TBS BANK CARD SYSTEM AVAILABILITY-ST. PETERSBURG

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line TBS Bank Card system St. Petersburg environment during the Service Periods set forth in this Chart C-1. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
  
Full Functionality period: 07:00 to 20:00(EST) Sunday-Saturday subject to completion of job CP24200Monday-Friday  
  
Extended Functionality period - all times outside Full Functionality periods.

ENVIRONMENT DESCRIPTION: Historically, TBS System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TBS System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TBS Cardholder System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes or a delay of more than 10 minutes in being back at Full Functionality by 0700 (EST) constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.  The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and Extended Functionality definitions excluding Scheduled Downtime.	Standard IBM reporting tools will identify start/end time of outage.  The measurement is TBS System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-2

TBS BANK CARD SYSTEM AVAILABILITY-MADISON

**SERVICE DESCRIPTION:** Maintain Host System Availability of the on-line TBS Bank Card system Madison environment during the Service Periods set forth in this Chart C-2. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

**SERVICE PERIODS:** The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.

Full Functionality period: 07:00 to 20:00 (EST)  
 Sunday - Saturday subject to completion of batch job CP242040

Extended Functionality period - all times outside Full Functionality periods.

**ENVIRONMENT DESCRIPTION:** Historically, TBS System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TBS System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TBS Cardholder System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes or a delay of more than 10 minutes in being back at Full Functionality by 0700 (EST) constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

**REPORTS:** Daily by exception and weekly outage reports.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.	Standard IBM reporting tools will identify start/end time of outage.
	A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.	The measurement is TBS System Availability in minutes and the number of outage occurrences.
	The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and Extended Functionality definitions excluding Scheduled Downtime.	

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-3

BASE 2000 BANK CARD SYSTEM AVAILABILITY

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line Base 2000 Bank Card System environment during the Service Periods set forth in this Chart C-3. An Authorized User must be able to obtain current up- to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.

Full Functionality period:  
07:00 to 20:00(EST) Sunday - Saturday subject to completion of batch job BP2E6780

Extended Functionality period - all times outside Full Functionality periods

ENVIRONMENT DESCRIPTION: Historically, Base2000 System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Base2000 System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during Base2000 Cardholder System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes or a delay of more than 10 minutes in being back at Full Functionality by 0700 (EST) constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.	Standard IBM reporting tools will identify start/end time of outage.
	A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.	The measurement is Base 2000 Bank Card System Availability in minutes and the number of outage occurrences.
	The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and Extended Functionality definitions excluding Scheduled Downtime.	

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-4

TBS COLLECTIONS SYSTEM AVAILABILITY-ST. PETERSBURG

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line The TBS Collections System environment St. Petersburg during the Service Periods set forth in this Chart C-4. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. On-line up by 0700 (EST). IBM shall provide 7 x 24 support for abend resolution.

SERVICE PERIODS: Sunday-Saturday 24 hours per day Availability (excludes Scheduled Downtime) Measurement Period 07:00 to 23:00 (EST) Sunday - Saturday.

ENVIRONMENT DESCRIPTION: Historically, TCS System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TCS System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TCS Cardholder System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.</p> <p>The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and Extended Functionality definitions excluding Scheduled Downtime.</p>	Standard IBM reporting tools will identify start/end time of outage. The measurement is The TBS Collection System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-5

TBS COLLECTIONS SYSTEM AVAILABILITY-MADISON

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line The TBS Collections System Madison environment during the Service Periods set forth in this Chart C-5. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. On-line up by 0700 (EST). IBM shall provide 7 x 24 support for abend resolution.

SERVICE PERIODS: Sunday-Saturday 24 hours per day Availability (excludes Scheduled Downtime)

Measurement Period 07:00 to 23:00 (EST) Sunday - Saturday.

ENVIRONMENT DESCRIPTION: Historically, TCS System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TCS System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TCS Cardholder System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.</p> <p>The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and Extended Functionality definitions excluding Scheduled Downtime.</p>	Standard IBM reporting tools will identify start/end time of outage. The measurement is The TBS Collection System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-6

BASE 2000 COLLECTION S SYSTEM AVAILABILITY

**SERVICE DESCRIPTION:** Maintain Host System Availability of the on-line Base 2000 Collections System environment during the Service Periods set forth in this Chart C-6. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis.

**SERVICE PERIODS:** The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.

Full Functionality period:  
07:00 to 20:00 (EST) Sunday - Saturday subject to completion of batch job BP2C0990 Extended Functionality period - all times outside Full Functionality periods.

**ENVIRONMENT DESCRIPTION:** Historically Base2000 Collections System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Base2000 Collections System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during Base2000 Collections System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

**REPORTS:** Daily by exception and weekly outage reports.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.</p> <p>The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and Extended Functionality definitions excluding Scheduled Downtime.</p>	Standard IBM reporting tools will identify start/end time of outage. The measurement is Base 2000 Collection System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-7

TBS AUTHORIZATION SYSTEM AVAILABILITY -ST. PETERSBURG

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line TBS Authorizations system St. Petersburg environment during the Service Periods set forth in this Chart C-7. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Certegy's TBS Authorizations System Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday - 24 x 7 Availability

ENVIRONMENT DESCRIPTION: Historically TBS Authorizations System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TBS Authorizations System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TBS Authorizations System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-2.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.  The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.	Standard IBM reporting tools will identify start/end time of outage.  The Measurement is TBS Authorizations System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-8

TBS AUTHORIZATION SYSTEM AVAILABILITY -MADISON

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line TBS Authorizations system Madison environment during the Service Periods set forth in this Chart C-8. An Authorized User must be able to obtain current up-to-date information from, files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Certegy's TBS Authorizations System Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday - 24 x 7 Availability

ENVIRONMENT DESCRIPTION: Historically TBS Authorizations System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TBS Authorizations System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TBS Authorizations System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-2.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.</p> <p>The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.</p>	<p>Standard IBM reporting tools will identify start/end time of outage.</p> <p>The measurement is TBS Authorizations System Availability in minutes and the number of outage occurrences.</p>

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-9

BASE 2000 AUTHORIZATION SYSTEM AVAILABILITY

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line Base 2000 Authorization system environment during the Service Periods set forth in this Chart C-9. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Certegy's Base 2000 Authorizations System Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday - 24 x 7 Availability

ENVIRONMENT DESCRIPTION: Historically Base2000 Authorizations System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Base2000 Authorizations System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during Base2000 Authorizations System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-2.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.</p> <p>The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.</p>	<p>Standard IBM reporting tools will identify start/end time of outage.</p> <p>The measurement is Base 2000 Authorizations System Availability in minutes and the number of outage occurrences.</p>

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-10

TBS SERVICE LINK SYSTEM AVAILABILITY ST. PETERSBURG

SERVICE DESCRIPTION: Maintain Host System Availability of the TBS Service Link Subsystem environment during the Service Periods set forth in this Chart C-10. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with TBS Certegy's Service Link Subsystem Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday-24 x 7 Availability

ENVIRONMENT DESCRIPTION: Historically the TBS Service Link System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TBS Service Link System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TBS Service Link System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.	Standard IBM reporting tools will identify start/end time of outage.
	A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.	The measurement is The TBS Service Link Subsystem Availability in minutes and the number of outage occurrences.
	The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.	

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-11

TBS SERVICE LINK SYSTEM AVAILABILITY MADISON

SERVICE DESCRIPTION: Maintain Host System Availability of the TBS Service Link Subsystem environment during the Service Periods set forth in this Chart C-11. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with TBS Certegy's Service Link Subsystem Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday - 24 x 7 Availability

ENVIRONMENT DESCRIPTION: Historically the TBS Service Link System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the TBS Service Link System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during TBS Service Link System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.  The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.	Standard IBM reporting tools will identify start/end time of outage.  The measurement is The TBS Service Link Subsystem Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-12

BASE 2000 SERVICE LINK SYSTEM AVAILABILITY

SERVICE DESCRIPTION: Maintain Host System Availability of the Base 2000 Service Link Subsystem environment during the Service Periods set forth in this Chart C-12. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Base 2000 Certegy's Service Link Subsystem Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday - 24 x 7 Availability

ENVIRONMENT DESCRIPTION: Historically the Base 2000 Service Link System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Base 2000 Service Link System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during Base 2000 Service Link System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.  The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.	Standard IBM reporting tools will identify start/end time of outage.  The measurement is The Base 2000 Service Link Subsystem Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-13

FALCON SYSTEM AVAILABILITY

SERVICE DESCRIPTION: Maintain Host System Availability of the Falcon System environment during the Service Periods set forth in this Chart C-13. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Certegy's Falcon System Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday - 24 x 7 Availability

ENVIRONMENT DESCRIPTION: Historically the Falcon System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Falcon System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during Falcon System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.</p> <p>The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.</p>	<p>Standard IBM reporting tools will identify start/end time of outage.</p> <p>The measurement is The Falcon System Availability in minutes and the number of outage occurrences.</p>

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-14

P2CICSA REGION SYSTEM AVAILABILITY FOR SCORECARD, PASSTHRU AND LETTERCHECK

**SERVICE DESCRIPTION:** Maintain Host System Availability of the P2CICSA Region that supports the Scorecard, Pass Thru and Lettercheck environments during the Service Periods set forth in this Chart C-14. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Certegy's System Support Group, provide 7 x 24 support for abend resolution.

**SERVICE PERIODS:** The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.

**ENVIRONMENT DESCRIPTION:** Historically the P2CICSA Region Availability Performance Standard and Minimum Service Level attainment has been reported by individual region Outages are tracked by documenting the P2CICSA Region Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during P2CICSA Region Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

**REPORTS:** Daily by exception and weekly outage reports.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.	Standard IBM reporting tools will identify start/end time of outage.
	A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period.	The measurement is P2CICSA Region Availability in minutes and the number of outage occurrences.
	The target Performance Standard shall be one hundred percent (100%) in accordance with Full Functionality and extended Functionality definitions excluding Scheduled Downtime.	

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-15

MERCHANT SYSTEM AVAILABILITY

**SERVICE DESCRIPTION:** Maintain Host System Availability of the on-line Merchant system environment during the Service Periods set forth in this Chart C-15. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Certegy's Merchant System Support Group, provide 7 x 24 support for abend resolution.

**SERVICE PERIODS:** The Service Period is considered to be all times other than the Schedule Downtime. Sunday thru Saturday - 24 x 7 Availability.  
Measurement Period 0700 (EST) - 2000 (EST) Sunday- Saturday.

**ENVIRONMENT DESCRIPTION:** Historically the Merchant System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Merchant System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during Merchant System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability.

**SERVICE CREDITS:** Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

**REPORTS:** Daily by exception and weekly outage reports.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.  A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period,  The target Performance Standard shall be one hundred percent (100%) excluding Scheduled Downtime,	Standard IBM reporting tools will identify start/end time of outage.  The measurement is The Merchant System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-16

OUTBOUND CARDSOURCE FILES

SERVICE DESCRIPTION: Cardsource file transmissions transmitted back to Authorized Users completed by 0600 (EST) Monday through Saturday. IBM shall, in coordination with Certegy's Cardsource System Support Group, provide 7 X 24 support forabend resolution. Further, IBM shall provide to Certegy reports detailing IBM' performance against Performance Standards and Minimum Service Levels on a monthly calendar period.

SERVICE PERIODS: Transmissions out period - completed by 0600 (EST) Monday through Saturday.

ENVIRONMENT DESCRIPTION:

SERVICE CREDITS: Upon any breach of the CardSource MSL, Certegy will receive Service Credits that will be based on the duration and frequency of outages on a monthly calendar basis as defined in the Service Credit Table C-5. The Service Credit amount is a percentage of the total Monthly Charge.

REPORTS: IBM will provide reports on a monthly basis.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL	MEASUREMENT METHOD
Availability to transmit files back to customers by IBM out by 0600 (EST) Monday through Saturday	MSL is for s transmits out to Authorized Users by 0600 (EST) 99% of the time identified in the Service Periods.  Performance Standard shall be one hundred percent (100%) of the transmissions-out are completed within the Service Periods.	The measurement will be Card-Source System Availability by IBM to transmit Cardsource files back to customers with a completion time of 0600 (EST), Card-Source reporting identities completion of Availability for completion of out-bound transmissions by 0600 (EST).

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-17 PART 1

MONETARY SOLUTIONS

SERVICE DESCRIPTION: The following are Critical Processes and agreed targets that must be met in order to meet other requirements.

SERVICE PERIODS: The Service Period is considered to be all times in EST other than the Schedule Downtime,

CRITICAL PROCESSES SCHEDULE OF DELIVERY: The critical processes are listed in Part 2 of Chart C-17. The critical processes for which the Minimum Service Level is applicable are those with a defined priority in Part 2 of Chart C-17 having defined service delivery targets and a defined days of the week for which the MSL is applicable.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the fact that a Service Level was missed based on the Priority 1 Levels as defined in the Service Credit Table C-3. The Service Credit amount is a percentage of the Monthly Charge.

REPORTS: IBM will provide reports on a daily, monthly and quarterly basis by exception.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
The service hours described in Chart C-17 Part 2 for the timely completion of the Critical Processes within the stated time frames.	If a Service Level is missed for non-delivery of Critical Processes during the Measurement Period then a Service Credit is due for those with a Priority of 1.	Mainframe reporting can identify delivery completion times. Until such time that the reporting is automated for all Critical Processes, manual tracking will be utilized.  The measurement is based on missing the specific Service Level and the number of occurrences the Service Level was missed during a calendar month.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-17 PART 2  
CRITICAL SYSTEM PROCESSES  
MONETARY SOLUTIONS

DESCRIPTION	SERVICE REQUIREMENT	TARGET SERVICE LEVEL	DAYS PER WEEK	PRIORITY
1.0 Beginning of day processes. Jobs DP201011, DP311111, DP311011, NS200001, NS200101, NS200201	Started by 6:00 AM EST Sets dates for the daily cycle and clears daily totals. Builds data routing files.	100%	Monday - Sunday	1
2.0 Incoming MasterCard and Visa process. Jobs NS208001, NS258101, NS266001, NS210001	Started by 11:00 AM EST for NS208001, NS258101, NS266001 8:00 - 9:00 AM EST for NS210001	100%	Monday - Sunday	1
3.0 Early Distribution Job TE210001	Started by 10:00 AM EST Must run before early settlement runs		Monday - Friday	1
4.0 Final Closeout job DP220014	Started by 8:00 PM EST Job currently feeds processes to the TBS cardholder system.	All remaining deposit files processed for the day outside of the early settlement files will be processed here. Final cutoff time for deliver to make final closeout is 6:00 PM EST excluding on line processes which are shutdown at 7:00 PM EST	Monday - Friday	1
5.0 Late Distribution job TE210001	Start by 8:00 PM EST job feeds settlement data to the late settlement process	Will contain all deposits processed by distribution that were not processed by the early distribution run.	Sunday - Friday	1
6.0 Outgoing MasterCard and Visa transmissions Jobs DP230111, NS232001, NS274001, NS287001, NS241001	Outbound files transmitted to MasterCard and Visa window by 4:00 AM EST	100%	Sunday - Monday	1
7.0 Set Process day for merchant. Jobs MR200001,	Started by 8:00 PM EST	100%	Monday - Friday	1

DESCRIPTION	SERVICE REQUIREMENT	TARGET SERVICE LEVEL	DAYS PER WEEK	PRIORITY
MS200001				
8.0.0 Merchant Batch processing complete Monthly MS522001, MR501001 Daily MS256101	Completed by 0400	100%	Monday - Friday	1
9.0 Set processing date for Chargeback system CB200001	Started by 0600 AM EST	100%	Monday - Friday	1
10.0 Chargeback Processing Outgoing CB206001	Started by 7:00 PM EST	Creates outgoing chargebacks and retrievals to send to MasterCard and Visa	Monday - Friday	1

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-18 PART I

TBS AND BASE2000 ST. PETERSBURG AND MADISON

SERVICE DESCRIPTION: The following are Critical Processes for TBS for St. Petersburg and Madison as well as Base2000 and agreed targets that must be met in order to meet other requirements.

SERVICE PERIODS: The Service Period is considered to be all times in EST other than the Schedule Downtime.

CRITICAL PROCESSES SCHEDULE OF DELIVERY: The critical processes are listed in Part 2, 3, and 4 of Chart C-18. The critical processes for which the Minimum Service Level is applicable are those with a defined priority in Part 2, 3, and 4 of Chart C-18 having defined service delivery targets and a defined days of the week for which the MSL is applicable.

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the fact that a Service Level was missed based on the Priority 1 Levels as defined in the Service Credit Table C-3.. Each Critical Process is associated with both TBS and Base2000. Therefore, there will be a separate Critical Process SLA for TBS and a Critical Process SLA for Base2000. Therefore, a Service Credit could be due for both a TBS Critical Process and a Base2000 Critical Process. The Service Credit amount is a percentage of the Monthly Charge.

REPORTS: IBM will provide reports on a daily, monthly and quarterly basis by exception.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
The service hours described in Chart C-18 Part 2, 3, and 4 for the timely completion of the Critical Processes within the stated time frames.	If a Service Level is missed for non-delivery of Priority 1 Critical Processes during the Measurement Period then a Service Credit is due.	Mainframe reporting can identify delivery completion times. Until such time that the reporting is automated for all Critical Processes, manual tracking will be utilized.  The measurement is based on missing the specific Service Level and the number of occurrences the Service Level was missed during a calendar month.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-18 PART 2  
 CRITICAL SYSTEM PROCESSES  
 ST. PETERSBURG AND MADISON (TBS, TCS AND B2K)

DESCRIPTION	SERVICE REQUIREMENT	TARGET SERVICE LEVEL	DAYS PER WEEK	PRIORITY
1.0 Referesh of Authorization Inquiry File (BAI) as part of nightly batch processing	Completed by 0600 EST  File open, available, and current	100%  excluding scheduled downtime	Monday-Saturday	1
2.0 Reports/Statement/Letters/Notices from nightly batch processing available for online viewing and/or printing (except Collections reports)	All updated report files available for viewing by 0700 EST	99% - by 0700 EST 100%-by 1000 EST	Nights that run batch (Sunday-Friday)	2
3.0 Embossing Files Available - Daily, Priority, & Reissue Production Files	Embossing Files sent to Card Issuance Group by 0700 EST	100% by 0700 EST	Monday-Saturday	2
4.0 Complete Poster in all Segments  CP217000 thru CP217009 CP217040 thru CP217043	Completed by 2400 EST	100%	Nights that run batch (Sunday-Friday)	1
5.0 IB Billing System Batch Completion	Billing Files must be updated with results from previous night processing at month end so that files can be used by Accounting for Integrated Billing Functions	99% - by 0700 EST 100%-by 1100 EST	6Nights that run batch (Sunday-Friday)	2
6.0 Online availability - screen delay/response time (all online systems)	Average 0.2 seconds internal host response time, not end to end response time	96% of user initiated transactions	7	2
7.0 Card Activation Subsystem (Bank-Card and Pass Thru)	Availability of Card Activation to activate cardholder account plastics along with corresponding update to TBS	100% except for scheduled downtime	7	1
8.0 Collection Letters - files	All files complete and	98% - by 0800 EST	Nights that	2

DESCRIPTION	SERVICE REQUIREMENT	TARGET SERVICE LEVEL	DAYS PER WEEK	PRIORITY
available for printing and mailing	available to Production Services for printing and mailing functions by 0800 EST	100% - by 1100 EST	run batch (Sunday-Friday)	
9.0 Online Viewing of Collections Reports	All Collection report files available for viewing in online environment by 0800 EST	98% - by 0800 EST 100% - by 1000 EST	7	2
10.0 Outgoing Collection Dialer Files form Certegy to Clients	Files will be available for transmission to clients by 0800 EST	99% - files will be available for transmission to clients by 0800 EST  100% - files will be available for transmission to clients by 1100 EST	6 Nights that run batch (Sunday-Friday)	2

## EXHIBIT C-1

## PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-18 PART 3  
CRITICAL SYSTEM PROCESSES - PASS THRU

DESCRIPTION	SERVICE REQUIREMENT	TARGET SERVICE LEVEL	DAYS PER WEEK	PRIORITY
1.0 Receive inbound PBF files and load to Authnet	Daily between 0600 - 2230	Job runs under CA7 every 2 hours	7	1
2.0 Load early CTF outbound files for Authorized Users	Mon - Fri upon processing completion	Completed by 16:00 EST	5	1
3.0 Load late CTF outbound files for Authorized Users	Mon - Fri upon processing completion	Completed by 22:00 EST	5	2
4.0 Completion of nightly batch processing	Daily	Completed by 06:00	7	1
5.0 Same day embossing completion Job PD25642	Mon - Fri	Completed by 15:00	5	2

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-19  
 ONLINE CLAIMS SYSTEM (P1CICSA) AVAILABILITY

SERVICE DESCRIPTION: Maintain Host System Availability of the on-line Claims System environment during the Service Periods set forth in this Chart C-19 Service Periods. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall, in coordination with CERTEGY's Claims System Support Group, provide 7 X 24 support for abend resolution. Further, IBM shall provide to CERTEGY reports detailing IBM' performance against Performance Standards and Minimum Service Levels on a monthly calendar period.

SERVICE PERIODS: Sunday through Saturday - 19 hours per day Availability (excludes Scheduled Downtime) Measurement period - 0700 (EST) through 0200 (EST).

ENVIRONMENT DESCRIPTION: Historically, Claims System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Claims System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. Availability is measured by Actual Uptime and overall attainment of Performance Standards and Minimum Service Levels. The associated on-line systems tools shall be operational during Claims System Service Periods. Any downtime (excluding Scheduled Downtime) of an interconnecting region for more than ten (10) minutes or a delay of more than ten (10) minutes constitutes Unavailability.

SERVICE CREDITS: Upon any breach of the Claims System MSL, CERTEGY will receive Service Credits that will be based on the duration and frequency of outages on a monthly calendar basis as defined in the Service Credit Table C-1. The Service Credit amount is a percentage of the total Monthly Charge.

REPORTS: Daily outage by region (provided in morning problem report) Monthly roll-up

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL	MEASUREMENT METHOD
Sunday through Saturday-19 hours per day (excludes Scheduled Downtime)	MSL for an outage occurrence is ten (10) minutes or less of cumulative Unavailability during the Measurement Period. If an outage occurrence (a) exceeds ten (10) minutes of Unavailability in a day.	OPS MVS reporting identifies start/end time of outage.
Measurement Period of Availability: 0700 - 0200 (EST) Mon - Sun	Performance Standard shall be one hundred percent (100.00%) Availability excluding Scheduled Downtime	The measurement is Claims System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-20

ONLINE ACCOUNTS RECEIVABLE SYSTEM (P4CICSA) AVAILABILITY

**SERVICE DESCRIPTION:** Maintain Host System Availability of the online Accounts Receivable System environment during the Service Periods set forth in this Chart C-20 Service Periods. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. IBM shall, in coordination with CERTEGY's Accounts Receivable System Support Group, provide 7 X 24 support for abend resolution. Further, IBM shall provide to CERTEGY reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period. Ensure each region that comprises the Accounts Receivable System is available for all regions during the Service Period described below.

**SERVICE PERIODS:** Monday through Friday - 15 hours per day  
Availability (excludes Scheduled Downtime)  
Measurement period - 0700 (EST) through 2200 (EST)  
  
Full Functionality period - 0700 to 2200 (EST)

**ENVIRONMENT DESCRIPTION:** Historically, Accounts Receivable System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the Accounts Receivable System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. Availability is measured by Actual Uptime and overall attainment of Performance Standards and Minimum Service Levels. The associated on-line systems tools shall be operational during Accounts Receivable System Service Periods. Any downtime (excluding Scheduled Downtime) of an interconnecting region for more than ten (10) minutes or a delay of more than ten (10) minutes in being available by 0700 (EST) constitutes Unavailability.

**SERVICE CREDITS:** Upon any breach of the Accounts Receivable System MSL, CERTEGY will receive Service Credits that will be based on the duration and frequency of outages on a monthly calendar basis as defined in the Service Credit Table C-1. The Service Credit amount is a percentage of the total Monthly Charge.

**REPORTS:** Daily outage by region (provided in morning problem report) Monthly roll-up

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL	MEASUREMENT METHOD
Monday through Friday - 15 hours per day (excludes Scheduled Downtime)	MSL for an outage occurrence is ten (10) minutes or less of cumulative Unavailability during the Measurement Period. If an outage occurrence (a) exceeds ten (10) minutes of Unavailability in a day.	OPS MVS reporting identifies start/end time of outage.
Measurement Period of Availability: 0700 - 2200 (EST) Mon - Fri	Performance Standard shall be one hundred percent (100.00%) Availability excluding Scheduled Downtime	The measurement is Accounts Receivable System Availability in minutes and the number of outage occurrences.

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-21  
 ONLINE DIFS SYSTEM (P8CICSA) AVAILABILITY

SERVICE DESCRIPTION: Maintain Host System Availability of the online DIFS System environment during the Service Periods set forth in this Chart C-21 Service Periods. An Authorized User must be able to obtain current up-to-date information from Files provided by Applications through the Authorized Users normal process. This includes access to P8CICSA to obtain DIFS information. IBM shall, in coordination with CERTEGY's DIFS System Support Group, provide 7 X 24 support for abend resolution. Further, IBM shall provide to CERTEGY reports detailing IBM' performance against Performance Standards and Minimum Service Levels on a monthly calendar period. Ensure each region that comprises the DIFS System is available during the Service Period described below.

SERVICE PERIODS: Sunday through Saturday - 24 hours per day Availability (excludes Scheduled Downtime) Measurement period - 24 by 7.

ENVIRONMENT DESCRIPTION: Historically, DIFS System Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the DIFSs System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. Availability is measured by Actual Uptime and overall attainment of Performance Standards and Minimum Service Levels. The associated on-line systems tools shall be operational during DIFS System Service Periods. Any downtime (excluding Scheduled Downtime) of an interconnecting region for more than ten (10) minutes or a delay of more than ten (10) minutes in being availability by 0700 (EST) constitutes Unavailability.

SERVICE CREDITS: Upon any breach of the DIFS System MSL, CERTEGY will receive Service Credits that will be based on the duration and frequency of outages on a monthly calendar basis as defined in the Service Credit Table C-1. The Service Credit amount is a flat amount or a percentage of the total Monthly Charge.

REPORTS: Daily outage by region (provided in morning problem report) Monthly roll-up

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL	MEASUREMENT METHOD
Sunday through Saturday-24 hours per day (excludes Scheduled Downtime)  Measurement Period of Availability: 0700 - 0700 (EST) Mon - Sun	MSL for an outage occurrence is ten (10) minutes or less of cumulative Unavailability during the Measurement Period. If an outage occurrence (a) exceeds ten (10) minutes of Unavailability in a day.  Performance Standard shall be one hundred percent (100.00%) Availability excluding Scheduled Downtime	OPS MVS reporting identifies start/end time of outage.  The measurement is DIFS System Availability in minutes and the number of outage occurrences.

CERTEGY CHECK SOLUTIONS (CCS) CRITICAL PROCESS COMPLETION SCHEDULE

**SERVICE DESCRIPTION:** The following are processes that generate output whether print files, data files etc. which have critical schedules which must be met in order to meet other requirements. IBM needs to meet these schedules and provide 7 X 24 support for abend resolution coordinating with the Critical Processes Support, Further, IBM shall provide to CERTEGY reports detailing IBM' performance against Performance Standards and Minimum Service Levels on a monthly calendar period.

**SERVICE PERIODS:** The Service Period and Measurement Period is Sunday through Saturday 24-hours a day excluding mutually agreed upon scheduled down-time

CRITICAL PROCESSES SCHEDULE OF DELIVERY	CRITICAL PROCESSES	COMPLETION SCHEDULE (EST)
	Positive File Update	06:00
	Negative Center 1	06:00
	Negative Center 2	06:00
	Reports available for online viewing	07:00
	Reports printed and microfiche available	07:00
	Claims update	06:00
	DIFS update	06:00
	Pathway update	06:00
	ILF log collect	03:00
	ILF online update	07:00

**SERVICE CREDITS:** Upon any breach of any of the CCS Critical Processes MSL, CERTEGY will receive Service Credits that will be based on the duration and frequency of outages on a monthly calendar basis as defined in the Service Credit Table C-3 as all the above Critical Processes are defined as Priority 1. The Service Credit amount is a percentage of the total Monthly Charge.

**REPORTS:** IBM will provide reports on a daily, monthly and quarterly basis.

**IMPLEMENTATION CRITERIA:** The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL	MEASUREMENT METHOD
The hours described above for the timely completion of the Critical Processes within the stated time frames.	MSL for an outage occurrence is sixty (60) minutes or less of cumulative delivery delay per process during a day, delays are decremented by application support responses to calls and pages - if a delivery delay exceeds sixty (60) minutes of non delivery of Critical Processes during the Measurement Period, then a Service Credit is due.  Performance Standard shall be delivery one hundred percent (100%) of the time on-time excluding Scheduled Downtime.	OPS MVS reporting can identify delivery completion times. Until such time that the reporting is automated for all Critical Processes, manual tracking will be utilized.

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C- 23

MQ SERIES AVAILABILITY

SERVICE DESCRIPTION: Maintain Host System Availability of the MQ Series environment during the Service Periods set forth in this Chart C-23. An Authorized User must be able to obtain current up-to-date information from files provided by Applications through, the Authorized Users normal process. IBM shall provide to Certegy reports detailing IBM's performance against Performance Standards and Minimum Service Levels on a monthly calendar period basis. IBM shall, in coordination with Certegy's MQ Series Support Group, provide 7 x 24 support for abend resolution.

SERVICE PERIODS: The Service Period and Measurement Period are considered to be all times other than the Schedule Downtime.  
Sunday thru Saturday - 24 x 7 Availability.

ENVIRONMENT DESCRIPTION: Historically the MQ Series Availability Performance Standard and Minimum Service Level attainment has been reported by individual regions and as a combined measure. Outages are tracked by documenting the MQ Series System Unavailability, including outage duration, cause code resolution and some Authorized Users verification. The associated on-line system tools shall be operational during the MQ Series System Service Periods. Any downtime (excluding Scheduled Downtime) for more than ten (10) minutes constitutes Unavailability

SERVICE CREDITS: Should IBM fail to meet the agreed MSL, Certegy will receive Service Credits that will be based on the duration and frequency of individual outages on a monthly calendar basis as defined in the Service Credit Table C-1.

REPORTS: Daily by exception and weekly outage reports.

IMPLEMENTATION CRITERIA: The Performance Standards and Minimum Service Levels will be implemented and effective as of the Commencement Date subject to Section 6 of this Schedule S.

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL (MSL)	MEASUREMENT METHOD
Systems to be available at all times excluding Scheduled Downtime.	<p>MSL for an outage occurrence is ten (10) minutes or less Unavailability per event within the Measurement Period.</p> <p>A Service Credit is due if an outage occurrence exceeds ten (10) minutes of Unavailability in any Measurement Period</p> <p>The target Performance Standard shall be one hundred percent (100%) excluding Scheduled Downtime.</p>	<p>Standard IBM reporting tools will identify start/end time of outage.</p> <p>The measurement is the MQ Series System Availability in minutes and the number of outage occurrences.</p>

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-24

HELP DESK SERVICES

SERVICE DESCRIPTION: The Help Desk service provides technical assistance and is the 1st contact point for internal and external customers. IBM will staff the Help Desk to provide assistance and resolve 1st and 2nd level support items and direct to appropriate next level support staff. Further, IBM will provide to Certegy reports detailing Vendor's performance against Performance Standards and Minimum Service Levels on a monthly calendar period.

SERVICE PERIODS: Monday through Sunday - 24 hours per day  
Availability 7 days per week

SERVICE ENVIRONMENT:

SERVICE CREDITS: Service Credits for Help Desk services are noted below if applicable.

REPORTS: IBM will provide reports on a daily, monthly and quarterly basis.

SERVICE DESCRIPTION	MINIMUM SERVICE LEVELS	SERVICE GOAL DESCRIPTION	SERVICE CREDIT
Average Speed Answered	95% of the time.	Help desk calls will be answered by a Vendor representative within an average of one minute. Performance will be measured monthly.	
Average Wait Time	95% of the time	The average wait time for calls coming into the help desk will not exceed three (3) minutes.	
Average Time to Abandon	95% of the time	The average time for an end user to wait before hanging up while waiting for the help desk to respond to the call is less than or equal to two (2 minutes)	
Level 1 Resolution	95% of the time.	Help Desk will provide Level 1 resolution to end users problems within average call time of 3 minutes.	
Average Call Abandon Rate	Less than 8%.	Percentage of calls in which the End user hung up without an answer, excluding those abandoned by end user in less than thirty (30) seconds.	
Customer Satisfaction Surveys	10% of users.	Help Desk users contacted each quarter to determine end user satisfaction with the Services received.	
Average Call Time	(3 Minutes	Vendor call handling time is not to exceed 3 minutes	
Customer Satisfaction Results	90% of Surveyed end users.	End users that rate overall Service support as 4 or 5 on a scale of 1-5 with 5 being excellent.	

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-25

DESKTOP SERVICES

SERVICE DESCRIPTION: The Desktop staff provides assistance to end users with Break/Fix of PCs, assistance with workstation software, IMACs, asset management and other services applicable to Madison and St. Petersburg only. IBM needs to staff the desktop unit to continue to provide these services. Further, IBM shall provide to Certegy reports detailing Vendor's performance against Performance Standards and Minimum Service Levels on a monthly calendar period.

SERVICE PERIODS: Monday through Sunday - 24 hours per day  
Availability  
  
On-site Desktop Staff - 0700 to 1900 (EST) Mon through Fri  
  
On-call for all times other than on-site time.

SERVICE ENVIRONMENT

SERVICE CREDITS: The desktop services will be measured based on the response time and resolution time of problem situations and timing of installations.  
  
Severity Level definitions will be mutually agreed to and documented in the Procedures Manual.

DESKTOP RESPONSETIME		
Severity 1	10 min.	95%
Severity 2	2 hrs.	99%
Severity 3	4 hrs.	99%
Severity 4	8 hrs.	99%

RESOLUTION TIME		
Severity 1	2 hrs.	95%
Severity 2	4 hrs.	99%
Severity 3	8 hrs.	96%
And within	24 hrs.	100%
Severity 4	24 hrs.	90%
And within	5 days	100%

INSTALLATIONS COMPLETED		
Standard	Five Business Days following request	98%
Specials/Emergency	Within 24 hours	

IMACs Responsiveness 95% of the time. Non scheduled individual moves performed within five (5) business days following request, subject to environmental requirements and during Normal Service Hours.

REPORTS: Vendor will provide reports on a daily and monthly basis.

IMPLEMENTATION CRITERIA:

SERVICE CRITERIA	PERFORMANCE STANDARD AND MINIMUM SERVICE LEVEL	MEASUREMENT METHOD
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EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

CHART C-26

CERTEGY DEVELOPMENT ENVIRONMENTS

SERVICE DESCRIPTION: Maintain Host System Availability of the Certegy development environments during the Service Periods set forth in this Chart C-26 Service Periods.

SERVICE PERIODS: Monday through Friday - 13 hours a day excluding mutually agreed upon scheduled down-time  
  
Measurement period - 0700 (EST) through 2000 (EST).

CRITICAL SERVICES	SERVICE	PERIOD	DAYS PER WEEK	DELIVERABLES
Initiators	0600 - 2000 (EST)  Extended hours may be needed for problem resolution and special batch processing.	5 - Mon - Fri	1 Class 0 (TEL2) 2 Class 1 (TEL2) 2 Class 5 (TEL2) 2 Class A (TEL2) 2 Class C (TEL2) 2 Class T (TEL1) Number and type of initiators can be varied to help provide improved throughput.	
TPX / ISPF	0600 - 2000 (EST)	5 - Mon - Fri	TEL2  Access to TPX / ISPF may be required after hours for problem resolution.	
Tape Cartridges	0600 - 2000 (EST)	5 - Mon - Fri	Sufficient supply of scratch tapes, for both internal storage and for tapes sent to external customers.	
CCF PIC's	0900-1700 (EST)	1 - Tues	Normal PIC's process is done on Tuesday with final approval as of the previous Friday with Thursday as a fall back day. Break/Fix PIC's will be done on request on any day.	
Special Run Request	0600 - 2000 (EST)	5 - Mon - Fri	Process run request on a timely basis or at the time requested.	
Test CICS Regions	0600 - 2000 (EST)	5 - Mon - Fri	Test regions Up or Down on request with in 30 minutes of request.	
Test CICS Table Modifications	0600 - 2000 (EST)	5 - Mon - Fri	Additions or changes to CICS tables. With 24 hour turnaround and notification of completion.	

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

SERVICE CREDIT TABLE C-1

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDIT PER 1-3 OCCURRENCES	SERVICE CREDIT 4 OR MORE OCCURRENCES
Each Additional 30 Min.	2.0% of the Monthly Charge	One and a half times the 1 to 3 occurrence amount
> 150 Min. to 180 Min.	6.0% of the Monthly Charge	One and a half times the 1 to 3 occurrence amount
> 120 Min. to 150 Min.	3.0% of the Monthly	One and a half times the 1 to 3 occurrence amount
> 90 Min. to 120 Min.	2.0% of the Monthly Charge	One and a half times the 1 to 3 occurrence amount
> 60 Min. to 90 Min.	1.75% of the Monthly Charge	One and a half times the 1 to 3 occurrence amount
> 30 Min. to 60 Min.	0.75% of the Monthly Charge	One and a half times the 1 to 3 occurrence amount
> 10 to 30 Min.	0.5% of the Monthly Charge	One and a half times the 1 to 3 occurrence amount
0 to 10 Min (MSL)	0	
Occurrences in a calendar month	1 to 3 - per each occurrence	4 & above- per each occurrence

EXHIBIT C-1

PERFORMANCE STANDARDS AND MINIMUM SERVICE LEVELS

SERVICE CREDIT TABLE C-2

DAILY OUTAGES DURING MEASUREMENT PERIOD	SERVICE CREDITS PER 1-3 OCCURRENCES	SERVICE CREDITS PER 4+ OCCURRENCES
Each additional 30	0.5% of the Monthly Charge -	One and a half times the 1 to 3 occurrence amount
> 30-60	2.5% of the Monthly Charge -	One and a half times the 1 to 3 occurrence amount
> 20-30	1.75% of the Monthly Charge -	One and a half times the 1 to 3 occurrence amount
> 10 to 20	0.5% of the Monthly Charge -	One and a half times the 1 to 3 occurrence amount
< 10 minutes (MSL)	0	
Occurrences in a calendar month	1 to 3 - per each occurrence	4 & above- per each occurrence

SERVICE CREDIT TABLE C-3

PRIORITY 1-CRITICAL PROCESSES

DAILY CUMULATIVE MINUTES OF OUTAGE	SERVICE CREDIT 1-3 OCCURRENCES	SERVICE CREDIT 4 OR MORE OCCURRENCES
Each Additional hour or fraction thereof	.125% of Monthly Charges (per process)	One and a half times the 1-3 occurrence amount
121 Min. to 180 Min. over MSL	.125% of Monthly Charges (per process)	One and a half times the 1-3 occurrence amount
61 Min. to 120 Min. over MSL	.1% of Monthly Charges (per process)	One and a half times the 1-3 occurrence amount
1 to 60 Min. over MSL	.075% of Monthly Charges (per process)	One and a half times the 1-3 occurrence amount
Occurrences in a calendar month	1-3 per each occurrence	4 or more-per each occurrence

SERVICE CREDIT TABLE C-5

CARDSOURCE SYSTEM - FILES READY TO TRANSMIT OUT BY 0800 (EST)

< 50%	.15% of total Monthly Charges	.2% of total Monthly Charges
greater than or equal to 50% but < 80%	.1 % of total Monthly Charges	.15% of total Monthly Charges
greater than or equal to 80% but < 90%	.05% of total Monthly Charges	.1% of total Monthly Charges
greater than or equal to 90% but < 95%	.025% of total Monthly Charges	.05% of total Monthly Charges
MSL greater than or equal to 95%	0	0
Occurrences in a calendar month	1 - 3 occurrences per each occurrence	4 or more occurrences per each occurrence

SCHEDULE T OF  
TRANSACTION DOCUMENT #03-01  
MAINFRAME TOWER  
(UNITED STATES)  
CERTEGY PROVIDED OFFICE FURNISHING AND FACILITIES

Certegy shall provide the following Facilities to IBM for use solely in the performance of the Services in accordance of Section 4.7 of this Transaction Document.

1. The Facilities to be provided to IBM shall be substantially similar to those facilities provided by Certegy to its staff.
2. Offices shall be provided for IBM management staff as indicated in Table 1 below, and shall include a secure office with key lock access.
3. Cubicles shall be provided for non-management staff as indicated in Table 2 below, and shall include desks with lock and key.
4. The office environment is to be secure or to provide secure storage, at a level that a key or security pass is required for access.
5. The office environment is to be accessible on a seven (7) day a week twenty-four (24) hour a day basis as required to meet the Service requirements of Certegy.
6. If IBM elects to add staff from time to time in addition to the equivalent number of staff in Table 1 and 2 to this Schedule, any cost associated with acquiring/installing cubicles or office furnishings, wiring, telephone, chairs, copiers or fax machines will be the responsibility of IBM and will be dependent on space availability and prior written approval of Certegy.

Table 1: Office accommodation to be provided to IBM by Certegy for IBM Management at the St. Petersburg, Florida location.

POSITION	OFFICE	DESK	PHONE	LAN ACCESS
1 x Project Executive	Y	Y	Y	Y
1 x Deputy Project Executive	Y	Y	Y	Y
1 x Delivery Project Executive	Y	Y	Y	Y

Table 2: Cubicle accommodation to be provided to IBM by Certegy for IBM general staff

NUMBER OF STAFF POSITIONS	CUBICLES	DESKS	PHONES	NUMBER OF LAN ACCESS PORTS
St. Petersburg, Florida	13	13	13	13
Madison, Wisconsin	2	2	2	2
Salt Lake City, Utah	2	2	2	2
Alpharetta, Georgia	1	1	1	1
Tuscaloosa, Alabama	1	1	1	1

SCHEDULE U  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
BILL OF SALE

IBM BILL OF SALE

INTERNATIONAL BUSINESS MACHINES CORPORATION, having offices at Route 100, Somers, New York 10589 ("Seller"), for consideration of one dollar (\$1.00) the receipt of which is hereby acknowledged, paid by \_\_\_\_\_, a corporation having a place of business at \_\_\_\_\_, \_\_\_\_\_ ("Purchaser"), by this Bill of Sale does sell, transfer, grant and convey to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the equipment, goods and other assets (all of the foregoing being hereinafter collectively referred to as the "Property"), made and effective as of \_\_\_\_\_, 200\_. Seller warrants that it has clear title to the Property free of any liens and encumbrances.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date  
Name (Type or Print)

CERTEGY BILL OF SALE

Certegy Inc., a corporation having a place of business at

\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_ ("Seller"), for consideration

of \_\_\_\_\_ (\$ \_\_\_\_\_) the receipt of  
which is hereby acknowledged, paid by a division of International Business  
Machines Corporation, having its headquarters at Route 100, Somers, New York  
10589 ("Purchaser"), by this Bill of Sale does sell, transfer, grant and convey  
to Purchaser, its successors and assigns, all of Seller's right, title and  
interest in and to the equipment, goods and other assets (all of the foregoing  
being hereinafter collectively referred to as the "Property"), made and  
effective as of \_\_\_\_\_, 200\_. Seller warrants that it has clear  
title to the Property free of any liens and encumbrances.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_.

CERTEGY INC.

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date  
Name (Type or Print)

SCHEDULE V OF  
TRANSACTION DOCUMENT #03-01  
(UNITED STATES)  
MAINFRAME TOWER  
KEY POSITIONS

This Schedule lists the Key Positions pursuant to the Master Agreement and this Transaction Document. The list of Key Positions will be updated as agreed through the term of this Transaction Document.

STAFF POSITION - - - - -	NAME -----
Global Project Executive	Arthur Gopfert
Project Executive	TBD
Deputy Project Executive	Ken Andrews
Delivery Project Executive	TBD

=====

CREDIT AGREEMENT

Dated as of January 18, 2007

among

FIDELITY NATIONAL INFORMATION SERVICES, INC.  
and CERTAIN SUBSIDIARIES,  
as Borrowers,

The LENDERS Party Hereto,

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent, Swing Line Lender and L/C Issuer

and

BANK OF AMERICA, N.A.,  
as Swing Line Lender

-----

J.P. MORGAN SECURITIES INC.,  
BANC OF AMERICA SECURITIES LLC,

and

WACHOVIA CAPITAL MARKETS, LLC,  
Joint Lead Arrangers and Joint Book Running Managers,

BANK OF AMERICA, N.A.  
and  
WACHOVIA BANK, NATIONAL ASSOCIATION,  
Co-Syndication Agents

and

BNP PARIBAS,  
Documentation Agent

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## CREDIT AGREEMENT

This CREDIT AGREEMENT ("AGREEMENT") is entered into as of January 18, 2007, among FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation (the "COMPANY"), certain Subsidiaries of the Company party hereto pursuant to Section 2.15 (each, a "DESIGNATED BORROWER" and, together with the Company, the "BORROWERS" and, each, a "BORROWER") each lender from time to time party hereto (collectively, the "LENDERS" and individually, a "LENDER"), JPMORGAN CHASE BANK, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer and BANK OF AMERICA, N.A., as Swing Line Lender.

### RECITALS

The Company has requested that (a) on the Closing Date the Term Lenders make a Term Loan to the Company in an aggregate principal amount of \$2,100,000,000 and (b) from time to time, the Revolving Credit Lenders lend to the Borrowers and the L/C Issuer issue Letters of Credit for the account of the Borrowers and their Subsidiaries under a \$900,000,000 revolving credit facility (comprised of a \$735,000,000 multicurrency tranche and a \$165,000,000 U.S. dollar-only tranche) for the Borrowers and their Subsidiaries. The applicable Lenders have indicated their willingness to lend and the L/C Issuer has indicated its willingness to so issue Letters of Credit, in each case, on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"1934 ACT" means the Securities Exchange Act of 1934.

"ABSOLUTE RATE" means a fixed rate of interest expressed in multiples of 1/100th of one basis point.

"ABSOLUTE RATE LOAN" means a Bid Loan that bears interest at a rate determined with reference to an Absolute Rate.

"ADDITIONAL ALTERNATIVE CURRENCY" has the meaning set forth in Section 2.01(b).

"ADDITIONAL REVOLVING CREDIT COMMITMENTS" has the meaning specified in Section 2.16(c).

"ADDITIONAL TERM LOANS" has the meaning specified in Section 2.16(b).

"ADDITIONAL TERM LOAN TRANCHE" has the meaning specified in Section 2.16(b).

"ADDITIONAL COMMITMENTS EFFECTIVE DATE" has the meaning specified in Section 2.16(e).

"ADMINISTRATIVE AGENT" means JPMCB in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"ADMINISTRATIVE AGENT'S OFFICE" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Company and the Lenders.

"ADMINISTRATIVE QUESTIONNAIRE" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"AFFILIATE" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "CONTROL" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "CONTROLLING" and "CONTROLLED" have meanings correlative thereto.

"AGENT-RELATED PERSONS" means the Administrative Agent, together with its Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons.

"AGENTS" means, collectively, the Administrative Agent, the Co-Syndication Agents, the Documentation Agent and the Supplemental Administrative Agents (if any).

"AGGREGATE COMMITMENTS" means the Commitments of all the Lenders.

"AGGREGATE REVOLVING CREDIT COMMITMENTS" means, at any time, the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders at such time.

"AGREEMENT" means this Credit Agreement.

"ALTERNATIVE CURRENCY" means each of Euro, Sterling, Australian Dollar and each other currency (other than Dollars) that is approved in accordance with Section 1.09.

"ALTERNATIVE CURRENCY EQUIVALENT" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of such Alternative Currency with Dollars.

"APPLICABLE MARGIN" means a percentage per annum equal to: (a) with respect to any Term Loans, (i) until the Compliance Certificate is received by the Administrative Agent pursuant to Section 6.02(b) for the fiscal quarter ending December 31, 2006, 1.00% if such Loans are Eurocurrency Loans and 0% if such Loans are Base Rate Loans and (ii) thereafter, the

following percentages per annum based upon the Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(b):

Term Loans

Pricing Level	Leverage Ratio	Eurocurrency Rate	Base Rate
1	< or = 2.0:1	0.75%	0%
2	> 2.0:1 and < or = 2.5:1	0.875%	0%
3	> 2.5:1 and < or = 3.25:1	1.00%	0%
4	> 3.25:1	1.25%	0.25%

and (b) with respect to (x) any Revolving Credit Loans, (y) the facility fee to be paid pursuant to Section 2.10(a) (as used below, the "FACILITY FEE") and (z) the Letter of Credit fee (the "L/C FEE"), (i) until the Compliance Certificate is received by the Administrative Agent pursuant to Section 6.02(b) for the fiscal quarter ending December 31, 2006, 0.80% if such Loans are Eurocurrency Loans and 0% if such Loans are Base Rate Loans, the Facility Fee shall be 0.20% and the L/C Fee shall be 0.80% and (ii) thereafter, the following percentages per annum based upon the Leverage Ratio as set forth below:

Revolving Credit Facility

Pricing Level	Leverage Ratio	Eurocurrency Rate/ L/C Fee	Base Rate	Facility Fee
1	< or = 2.0:1	0.60%	0%	0.15%
2	> 2.0:1 and < or = 2.5:1	0.70%	0%	0.175%
3	> 2.5:1 and < or = 3.25:1	0.80%	0%	0.20%
4	> 3.25:1	1.00%	0%	0.25%

Any increase or decrease in the Applicable Margin resulting from a change in the Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(b); provided that at the option of the Administrative Agent or the Required Lenders, Pricing Level 4 shall apply (1) as of the first Business Day after the date on which a Compliance Certificate was required to have been delivered but was not delivered, and shall continue to so apply to and including the date on which such Compliance Certificate is so delivered (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply) and (2) as of the first Business Day after an Event of Default set forth in Section 8.01(a) or (f) shall have occurred and be continuing, and shall continue to so apply to but excluding the date on which such Event of Default is cured or waived (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply).

"APPLICABLE TIME" means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the L/C Issuer, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"APPLICANT BORROWER" has the meaning specified in Section 2.15(a).

"APPROPRIATE LENDER" means, at any time, (a) with respect to Loans of any Class, the Lenders of such Class, (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.04, the Multicurrency Revolving Credit Lenders, (c) with respect to the Swing Line Facility, (i) the Swing Line Lenders and (ii) if any Swing Line Loans are outstanding pursuant to Section 2.05, the Multicurrency Revolving Credit Lenders and (d) with respect to Revolving Credit Loans of any Tranche, the Lenders of such Tranche.

"APPROVED FOREIGN BANK" has the meaning specified in clause (k) of the definition of "Cash Equivalents".

"APPROVED FUND" means any Fund that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"ARRANGERS" means J.P. Morgan Securities Inc., Banc of America Securities LLC and Wachovia Capital Markets, LLC, each in its capacity as a joint lead arranger and joint book running manager of the Facilities.

"ASSIGNEE GROUP" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"ASSIGNMENT AND ASSUMPTION" means an Assignment and Assumption substantially in the form of Exhibit F.

"ATTORNEY COSTS" means and includes all reasonable fees, expenses and disbursements of any law firm or other external counsel.

"ATTRIBUTABLE INDEBTEDNESS" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"AUSTRALIAN DOLLAR" means the lawful currency of the Commonwealth of Australia.

"AUSTRALIAN DOLLAR SUBLIMIT" means an amount equal to \$175,000,000. The Australian Dollar Sublimit is part of, and not in addition to, the Multicurrency Revolving Credit Facility.

"AUTO-RENEWAL LETTER OF CREDIT" has the meaning specified in Section 2.04(b)(iii).

"BANK OF AMERICA" means Bank of America, N.A. and its successors.

"BASE RATE" means for any day a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1% and (b) the rate of interest in effect for such day as publicly announced from time to time by JPMCB as its "prime rate." The "prime rate" is a rate set by JPMCB based upon various factors including JPMCB's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans,

which may be priced at, above, or below such announced rate. Any change in such rate announced by JPMCB shall take effect at the opening of business on the day specified in the public announcement of such change.

"BASE RATE COMMITTED LOAN" means a Committed Loan that is a Base Rate Loan.

"BASE RATE LOAN" means a Loan that bears interest based on the Base Rate. All Base Rate Loans shall be denominated in Dollars.

"BID BORROWING" means a borrowing consisting of simultaneous Bid Loans of the same Type from each of the Lenders whose offer to make one or more Bid Loans as part of such borrowing has been accepted under the auction bidding procedures described in Section 2.03.

"BID LOAN" has the meaning specified in Section 2.03(a).

"BID LOAN LENDER" means, in respect of any Bid Loan, the Lender making such Bid Loan to the Borrower.

"BID REQUEST" means a written request for one or more Bid Loans substantially in the form of Exhibit B-1.

"BORROWERS" has the meaning specified in the introductory paragraph to this Agreement.

"BORROWER MATERIALS" has the meaning specified in Section 6.02.

"BORROWING" means a Revolving Credit Borrowing, a Bid Borrowing, a Swing Line Borrowing or a Term Borrowing, as the context may require.

"BRAZILIAN JOINT VENTURE" means that joint venture among Certegy LTDA, Banco Bradesco S.A. and Banco ABN AMRO Real S.A. and any future members.

"BUSINESS DAY" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office with respect to Obligations denominated in Dollars is located and:

(a) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Dollars, any fundings, disbursements, settlements and payments in Dollars in respect of any such Eurocurrency Rate Loan, or any other dealings in Dollars to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan, means any such day on which dealings in deposits in Dollars are conducted by and between banks in the London interbank eurodollar market;

(b) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Euro, any fundings, disbursements, settlements and payments in Euro in respect of any such Eurocurrency Rate Loan, or any other dealings in Euro to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan, means a TARGET Day;

(c) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in a currency other than Dollars or Euro, means any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the London or other applicable offshore interbank market for such currency; and

(d) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Dollars or Euro in respect of a Eurocurrency Rate Loan denominated in a currency other than Dollars or Euro, or any other dealings in any currency other than Dollars or Euro to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

"CAPITAL LEASING" means FNF Capital Leasing, Inc.

"CAPITALIZED LEASES" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases on a balance sheet of the lessee.

"CASH COLLATERAL" has the meaning specified in Section 2.04(g).

"CASH COLLATERAL ACCOUNT" means a deposit account at the Administrative Agent in the name of the Administrative Agent and under the sole dominion and control of the Administrative Agent, and otherwise established in a manner satisfactory to the Administrative Agent.

"CASH COLLATERALIZE" has the meaning specified in Section 2.04(g).

"CASH EQUIVALENTS" means any of the following types of Investments, to the extent owned by the Company or any of its Restricted Subsidiaries:

(a) operating deposit accounts maintained by the Restricted Companies;

(b) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof having maturities of not more than 12 months from the date of acquisition thereof or other durations approved by the Administrative Agent;

(c) securities issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof having maturities of not more than 12 months from the date of acquisition thereof or other durations approved by the Administrative Agent and, at the time of acquisition, having a rating of at least "A-2" or "P-2" (or long-term ratings of at least "A3" or "A-") from either S&P or Moody's, or, with respect to municipal bonds, a rating of at least MIG 2 or VMIG 2 from Moody's (or the equivalent thereof);

(d) commercial paper issued by any Lender that is a commercial bank or any bank holding company owning any Lender;

(e) commercial paper maturing not more than 12 months after the date of creation thereof or other durations approved by the Administrative Agent and, at the time of acquisition, having a rating of at least A-1 or P-1 from either S&P or Moody's and commercial paper maturing not more than 90 days after the creation thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either S&P or Moody's;

(f) domestic and eurodollar certificates of deposit or bankers' acceptances maturing no more than one year after the date of acquisition thereof or other durations approved by the Administrative Agent which are either issued by any Lender or any other banks having combined capital and surplus of not less than \$100,000,000 (or in the case of foreign banks, the dollar equivalent thereof) or are insured by the Federal Deposit Insurance Corporation for the full amount thereof;

(g) repurchase agreements with a term of not more than 30 days for, and secured by, underlying securities of the type without regard to maturity described in clauses (b), (c) and (f) above entered into with any bank meeting the qualifications specified in clause (f) above or securities dealers of recognized national standing;

(h) shares of investment companies that are registered under the Investment Company Act of 1940 and invest solely in one or more of the types with regard to maturity of securities described in clauses (b) through (g) above;

(i) asset-backed securities and corporate securities that are eligible for inclusion in money market funds;

(j) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody's; provided that the aggregate amount of Investments by any Person in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody's shall not exceed 10% of the aggregate amount of Investments in fixed maturity securities by such Person; and

(k) solely with respect to any Foreign Subsidiary, non-Dollar denominated (i) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an "APPROVED FOREIGN BANK") and maturing within 12 months of the date of acquisition or other durations approved by the Administrative Agent and (ii) (A) equivalents of demand deposit accounts which are maintained with an Approved Foreign Bank or (B) other temporary investments (with maturities less than 12 months or other durations approved by the Administrative Agent) of a non-speculative nature which are made with preservation of principal as the primary objective and in each case in accordance with normal investment practices for cash management of such Foreign Subsidiaries.

"CASH MANAGEMENT PRACTICES" means the cash, Cash Equivalent and short-term investment management practices of the Consolidated Companies as approved by the board of directors or chief financial officer of the Company from time to time, including any Indebtedness of the Consolidated Companies having a maturity of 92 days or less representing borrowings from any financial institution with which the Consolidated Companies have a depository or other investment relationship in connection with such practices (or any Affiliate of such financial institution), which borrowings may be secured by the cash, Cash Equivalents and other short-term investments purchased by the relevant Consolidated Company with the proceeds of such borrowings.

"CASH ON HAND" means, on any day, the sum of the amount of cash, Cash Equivalents and other short-term investments of the Consolidated Companies as set forth on the balance sheet of the Consolidated Companies on the last day of each calendar month ending during the four fiscal quarters most recently ended on or prior to such day, divided by twelve (it being understood that such amount shall exclude in any event any cash and Cash Equivalents identified on such balance sheet as "restricted" or otherwise subject to a security interest in favor of any other Person (other than non-consensual Liens permitted under Section 7.01).

"CASUALTY EVENT" means any event that gives rise to the receipt by the Company or Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

"CERTEGY MERGER" means the merger effected pursuant to the Agreement and Plan of Merger among Certegy Inc., C Co Merger Sub, LLC and Fidelity National Information Services, Inc., dated as of September 14, 2005.

"CHANGE OF CONTROL" means the earliest to occur of (a) (i) a "person" or "group" (as such terms are used in Sections 13(d) and 14(d)(2) of the 1934 Act, but excluding any employee benefit plan of such person and its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the 1934 Act), directly or indirectly, of more than 35% of the then outstanding voting stock of the Company, and (ii) during any period of twelve consecutive months, the board of directors of the Company shall cease to consist of a majority of the Continuing Directors; and

(b) any "Change of Control" (or any comparable term) in any document pertaining to any Permitted Subordinated Indebtedness with an aggregate outstanding principal amount in excess of the Threshold Amount.

"CLASS" (a) when used with respect to Lenders, refers to whether such Lenders are Revolving Credit Lenders or Term Lenders, (b) when used with respect to Commitments, refers to whether such Commitments are Revolving Credit Commitments or Term Commitments and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Revolving Credit Loans or Term Loans.

"CLOSING DATE" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

"CLOSING DATE FORECASTS" has the meaning specified in Section 5.05(c).

"CODE" means the U.S. Internal Revenue Code of 1986.

"COMMITMENT" means a Term Commitment or Revolving Credit Commitment, as the context may require.

"COMMITTED BORROWING" means a borrowing consisting of simultaneous Committed Loans of the same Type and Class, in the same currency and, in the case of Eurocurrency Rate Committed Loans, having the same Interest Period.

"COMMITTED LOAN" means a Term Loan or a Revolving Credit Loan.

"COMMITTED LOAN NOTICE" means a notice of (a) a Committed Borrowing, (b) a conversion of Committed Loans from one Type to the other or (c) a continuation of Eurocurrency Rate Committed Loans, pursuant to Section 2.02, which, if in writing, shall be substantially in the form of Exhibit A.

"COMPANY" has the meaning specified in the introductory paragraph of this Agreement.

"COMPENSATION PERIOD" has the meaning specified in Section 2.13(b)(ii).

"COMPLIANCE CERTIFICATE" means a certificate substantially in the form of Exhibit E.

"CONSOLIDATED COMPANIES" means the Company and its Consolidated Subsidiaries.

"CONSOLIDATED EBITDA" means, as of any date for the applicable period ending on such date with respect to any Person and its Subsidiaries on a consolidated basis, the sum of (a) Consolidated Net Income, plus (b) an amount which, in the determination of Consolidated Net Income for such period, has been deducted for, without duplication,

(i) total interest expense,

(ii) income, franchise and similar taxes,

(iii) depreciation and amortization expense (including amortization of intangibles, goodwill and organization costs),

(iv) letter of credit fees,

(v) non-cash expenses resulting from any employee benefit or management compensation plan or the grant of stock and stock options to employees of the Company or any of its Subsidiaries pursuant to a written plan or agreement or the treatment of such options under variable plan accounting,

(vi) all extraordinary charges,

(vii) non-cash amortization (or write offs) of financing costs (including debt discount, debt issuance costs and commissions and other fees associated with Indebtedness, including the Loans) of such Person and its Subsidiaries,

(viii) cash expenses incurred in connection with the Transaction, the Certegy Merger, the Reorganization or, to the extent permitted hereunder, any Investment permitted under Section 7.02 (including any Permitted Acquisition), Equity Issuance or Debt Issuance (in each case, whether or not consummated),

(ix) any losses realized upon the Disposition of property or assets outside of the ordinary course of business,

(x) to the extent actually reimbursed, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with a Permitted Acquisition,

(xi) to the extent covered by insurance, expenses with respect to liability or casualty events or business interruption,

(xii) management fees permitted under Section 7.08(d),

(xiii) any non-cash purchase accounting adjustment and any non-cash write-up, write-down or write-off with respect to re-valuing assets and liabilities in connection with the Certegy Merger, the Reorganization or any Investment permitted under Section 7.02 (including any Permitted Acquisition),

(xiv) non-cash losses from Joint Ventures and non-cash minority interest reductions,

(xv) fees and expenses in connection with exchanges or refinancings permitted by Section 7.11,

(xvi) (A) non-cash, non-recurring charges with respect to employee severance, (B) other non-cash, non-recurring charges so long as such charges described in this clause (B) do not result in a cash charge in a future period (except as permitted under clause (xvi)(C)) and (C) non-recurring charges other than those referred to in clauses (A) and (B) so long as such charges described in this clause (C) do not exceed \$30,000,000 during any fiscal year, and

(xvii) other expenses and charges of such Person and its Subsidiaries reducing Consolidated Net Income which do not represent a cash item in such period or any future period; minus

(c) an amount which, in the determination of Consolidated Net Income, has been included for

(i) (A) non-cash gains (other than with respect to cash actually received) and (B) all extraordinary gains, and

(ii) any gains realized upon the Disposition of property outside of the ordinary course of business, plus/minus

(d) unrealized losses/gains in respect of Swap Contracts,

all as determined in accordance with GAAP.

"CONSOLIDATED INTEREST CHARGES" means, as of any date for the applicable period ending on such date with respect to any Person and its Subsidiaries on a consolidated basis, the amount payable with respect to such period in respect of (a) total interest expense payable in cash plus pay-in-kind interest in respect of Indebtedness (other than Specified Non-Recourse Indebtedness) of the type set forth in clause (a) of the definition thereof (including the interest component under Capitalized Leases, but excluding, to the extent included in interest expense, (i) fees and expenses associated with the consummation of the Transaction, (ii) annual agency fees paid to the Administrative Agent, (iii) costs associated with obtaining Swap Contracts, (iv) fees and expenses associated with any Investment permitted under Section 7.02, Equity Issuance or Debt Issuance (whether or not consummated) and (v) amortization of deferred financing costs), minus (b) interest income with respect to Cash on Hand of such Person and its Subsidiaries earned during such period, in each case as determined in accordance with GAAP.

"CONSOLIDATED NET INCOME" means, as of any date for the applicable period ending on such date with respect to any Person and its Subsidiaries on a consolidated basis, net income (excluding, without duplication, (i) extraordinary items and (ii) any amounts attributable to Investments in any Joint Venture to the extent that (A) such amounts were not earned by such Joint Venture during the applicable period, (B) there exists any legal or contractual encumbrance or restriction on the ability of such Joint Venture to pay dividends or make any other distributions in cash on the Equity Interests of such Joint Venture held by such Person and its Subsidiaries, but only to the extent so encumbered or restricted or (C) such Person does not have the right to receive or the ability to cause to be distributed its pro rata share of all earnings of such Joint Venture) as determined in accordance with GAAP; provided that Consolidated Net Income for any such period shall not include (w) the cumulative effect of a change in accounting principles during such period, (x) any net after-tax income or loss (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness, (y) any non-cash charges resulting from mark-to-market accounting relating to Equity Interests and (z) any non-cash impairment charges resulting from the application of Statement of Financial Accounting Standards No. 142 - Goodwill and Other Intangibles and No. 144 - Accounting for the Impairment or Disposal of Long-Lived Assets and the amortization of intangibles including arising pursuant to Statement of Financial Accounting Standards No. 141 - Business Combinations.

"CONSOLIDATED SHAREHOLDERS' EQUITY" means, as of any date of determination, the consolidated shareholders' equity of the Company and its Subsidiaries that would be reported as shareholders' equity on a consolidated balance sheet of the Company and its Subsidiaries prepared as of such date in accordance with GAAP.

"CONSOLIDATED SUBSIDIARIES" means, with respect to any Person at any time, all Subsidiaries of such Person that would be consolidated in the financial statements of such Person on such date prepared in accordance with GAAP, but excluding any such consolidated Subsidiary of such Person that would not be so consolidated but for the effect of FIN 46.

"CONTINUING DIRECTORS" shall mean the directors of the Company on the Closing Date, and each other director, if, in each case, such other directors' nomination for election to the board of directors of the Company is recommended by a majority of the then Continuing Directors.

"CONTRACTUAL OBLIGATION" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"CONTROL" has the meaning specified in the definition of "Affiliate."

"CO-SYNDICATION AGENTS" means Bank of America and Wachovia Bank, as co-syndication agents under this Agreement.

"CREDIT EXTENSION" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"DEBT ISSUANCE" means the issuance by any Person and its Subsidiaries of any Indebtedness for borrowed money.

"DEBTOR RELIEF LAWS" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"DEFAULT" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"DEFAULT RATE" means an interest rate equal to (a) the Base Rate plus (b) the Applicable Margin, if any, applicable to Base Rate Loans plus (c) 2.0% per annum; provided that with respect to a Eurocurrency Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin and any Mandatory Cost) otherwise applicable to such Loan plus 2.0% per annum, in each case, to the fullest extent permitted by applicable Laws.

"DEFAULTING LENDER" means any Lender that (a) has failed to fund any portion of the Term Loans, Revolving Credit Loans, participations in L/C Obligations or participations in Swing Line Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, or (c) has been deemed insolvent or become the subject of a bankruptcy or insolvency proceeding.

"DESIGNATED BORROWER" has the meaning specified in the introductory paragraph hereto.

"DESIGNATED BORROWER NOTICE" has the meaning specified in Section 2.15(a).

"DESIGNATED BORROWER REQUEST AND ASSUMPTION AGREEMENT" has the meaning specified in Section 2.15(a).

"DISPOSITION" or "DISPOSE" means the sale, transfer, license, lease or other disposition of any property by any Person (including any sale and leaseback transaction and any sale of Equity Interests, but excluding any issuance by such Person of its own Equity Interests), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"DISQUALIFIED EQUITY INTERESTS" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Maturity Date.

"DOCUMENTATION AGENT" means BNP Paribas, as documentation agent under this Agreement.

"DOLLAR" and "\$" mean lawful money of the United States.

"DOLLAR EQUIVALENT" means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any Alternative Currency, the equivalent amount thereof in Dollars as determined by the Administrative Agent or the L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Currency.

"DOMESTIC SUBSIDIARY" means any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia.

"ELIGIBLE ASSIGNEE" means (a) in the case of any assignment of a Term Loan, (i) a Lender, (ii) an Affiliate of a Lender, (iii) an Approved Fund and (iv) any other Person (other than a natural person) approved by (A) the Administrative Agent and (B) unless an Event of Default has occurred and is continuing under Section 8.01(a) or 8.01(f), the Company (each such approval not to be unreasonably withheld or delayed) and (b) in the case of any assignment of a Revolving Credit Commitment, any Person (other than a natural person) approved by (A) the Administrative Agent, (B) the L/C Issuer, (C) the Swing Line Lenders and (D) unless (x) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund or (y) an Event of Default has occurred and is continuing under Section 8.01(a) or 8.01(f), the Company (each such approval not to be unreasonably withheld or delayed).

"EMU" means the economic and monetary union in accordance with the Treaty of Rome 1957, as amended by the Single European Act 1986, the Maastricht Treaty of 1992 and the Amsterdam Treaty of 1998.

"EMU LEGISLATION" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"ENVIRONMENTAL LAWS" means any and all applicable Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"ENVIRONMENTAL LIABILITY" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Restricted Company resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"EQUITY INTERESTS" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"EQUITY ISSUANCE" means any issuance for cash by any Person and its Subsidiaries to any other Person of (a) its Equity Interests, (b) any of its Equity Interests pursuant to the exercise of options or warrants, (c) any of its Equity Interests pursuant to the conversion of any debt securities to equity or (d) any options or warrants relating to its Equity Interests. A Disposition shall not be deemed to be an Equity Issuance.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA AFFILIATE" means any trade or business (whether or not incorporated) under common control with the Company within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA EVENT" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Company or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by a Borrower or any ERISA

Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums not yet due or premiums due but not yet delinquent under Section 4007 of ERISA, upon the Company or any ERISA Affiliate.

"EURO" and "EUR" mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

"EUROCURRENCY BID MARGIN" means the margin above or below the Eurocurrency Rate to be added to or subtracted from the Eurocurrency Rate, which margin shall be expressed in multiples of 1/100th of one basis point.

"EUROCURRENCY MARGIN BID LOAN" means a Bid Loan that bears interest at a rate based upon the Eurocurrency Rate.

"EUROCURRENCY RATE" means, for any Interest Period with respect to any Eurocurrency Rate Loan:

(a) the rate per annum equal to the rate determined by the Administrative Agent to be the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time), for deposits in the relevant currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period, or

(b) if the rate referenced in the preceding clause (a) is not available, the rate per annum determined by the Administrative Agent as the rate of interest at which deposits in the relevant currency for delivery on the first day of such Interest Period in Same Day Funds in the approximate amount of the Eurocurrency Rate Loan being made, continued or converted by JPMCB and with a term equivalent to such Interest Period would be offered by JPMCB's London Branch to major banks in the London or other offshore interbank market for such currency at their request at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period.

"EUROCURRENCY RATE COMMITTED LOAN" means a Committed Loan that bears interest at a rate based on the Eurocurrency Rate. Eurocurrency Rate Committed Loans that are Revolving Credit Loans may be denominated in Dollars or in an Alternative Currency. Eurocurrency Rate Committed Loans that are Term Loans may be denominated only in Dollars.

"EUROCURRENCY RATE LOAN" means a Eurocurrency Rate Committed Loan or a Eurocurrency Margin Bid Loan.

"EUROCURRENCY RATE REVOLVING CREDIT LOAN" means a Eurocurrency Rate Loan that is a Revolving Credit Loan.

"EVENT OF DEFAULT" has the meaning specified in Section 8.01.

"EXCHANGE COMPANIES" means Investment Property Exchange Services, Inc. and any other Restricted Companies that are engaged in like-kind-exchange operations.

"EXISTING CREDIT AGREEMENT" means that certain Credit Agreement dated as of March 9, 2005, as amended, among the Company and certain of its Subsidiaries, Bank of America, as administrative agent, and a syndicate of lenders.

"FACILITY" means the Term Facility, the Revolving Credit Facility, the US Dollar Revolving Credit Facility, the Multicurrency Revolving Credit Facility, the Swing Line Sublimit or the Letter of Credit Sublimit, as the context may require.

"FEDERAL FUNDS RATE" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the immediately preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to JPMCB on such day on such transactions as determined by the Administrative Agent.

"FEE LETTERS" means, collectively, (i) the letter agreement, dated November 2, 2006, among the Company, the Arrangers and certain Affiliates of the Arrangers and (ii) the letter agreement dated November 2, 2006, between the Company and the Administrative Agent.

"FNF" means an entity formerly known as Fidelity National Financial, Inc., a Delaware corporation, which entity was at one time prior to the Closing Date, the parent of all of the other entities included in the Consolidated Companies.

"FOREIGN LENDER" means, with respect to any Borrower, any Lender that is organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"FOREIGN SUBSIDIARY" means any direct or indirect Subsidiary of the Company which is not a Domestic Subsidiary.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"FUND" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"GOVERNMENTAL AUTHORITY" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"GRANTING LENDER" has the meaning specified in Section 11.07(i).

"GUARANTEE" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "PRIMARY OBLIGOR") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"GUARANTOR PARTY" has the meaning set forth in Section 10.01.

"GUARANTORS" means, collectively, (i) each Guarantor Party and (ii) each Subsidiary Guarantor.

"GUARANTY" means, collectively, (i) the Guarantee by the Company and each other Borrower set forth in Article 10 of this Agreement and (ii) each Subsidiary Guaranty.

"HAZARDOUS MATERIALS" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law as hazardous, toxic, pollutants or contaminants or words of similar meaning or effect.

"HISTORICAL FINANCIAL STATEMENTS" has the meaning specified in Section 5.05(a).

"HONOR DATE" has the meaning specified in Section 2.04(c)(i).

"IMMATERIAL SUBSIDIARIES" means, as of any date of determination, those Restricted Subsidiaries that, individually or collectively, for the four fiscal quarter period ended most recently prior to such date of determination did not generate more than 10% of the Consolidated EBITDA of the Restricted Companies. No Borrower shall be deemed to be an Immaterial Subsidiary.

"INDEBTEDNESS" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments or agreements;

(b) the maximum available amount of all letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under Swap Contracts (with the amount of such net obligations being deemed to be the aggregate Swap Termination Value thereof as of such date);

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business, (ii) any earn-out obligation until such obligation appears in the liabilities section of the balance sheet of such Person, and (iii) any earn-out obligation that appears in the liabilities section of the balance sheet of such Person, to the extent (A) such Person is indemnified for the payment thereof by a solvent Person reasonably acceptable to the Administrative Agent or (B) amounts to be applied to the payment therefore are in escrow);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Equity Interests;

(h) indebtedness or similar financing obligations of such Person under any Securitization Financing; and

(i) all Guarantees of such Person in respect of any of the foregoing paragraphs.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of Indebtedness of any Person for purposes of clause (e) above shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"INDEMNIFIED LIABILITIES" has the meaning set forth in Section 11.05.

"INDEMNITEES" has the meaning set forth in Section 11.05.

"INFORMATION" has the meaning specified in Section 11.09.

"INTEREST COVERAGE RATIO" means, as of the end of any fiscal quarter of the Company for the four fiscal quarter period ending on such date, the ratio of (a) Consolidated EBITDA of the Company and its Subsidiaries for such period to (b) Consolidated Interest Charges of the Company and its Consolidated Subsidiaries for such period.

"INTEREST PAYMENT DATE" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided that if any Interest Period for a Eurocurrency Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan or any Specified Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date.

"INTEREST PERIOD" means (a) as to each Eurocurrency Rate Loan, the period commencing on the date such Eurocurrency Rate Loan is disbursed or (or in the case of any Eurocurrency Rate Committed Loan) converted to or continued as a Eurocurrency Rate Loan and ending on the date one week, two weeks, one month, two months, three months or six months thereafter, or to the extent available (as determined by each relevant Lender) to all relevant Lenders, nine or twelve months thereafter, as selected by the Company in its Committed Loan Notice or Bid Request, as the case may be (or, in the case of Eurocurrency Rate Committed Loans, such other period as agreed by the Company and all applicable Lenders); and (b) as to each Absolute Rate Loan, a period of not less than 14 days and not more than 180 days as selected by the Company in its Bid Request; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Eurocurrency Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the immediately preceding Business Day;

(ii) other than with respect to one and two week Interest Periods, any Interest Period pertaining to a Eurocurrency Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Maturity Date.

"INVESTMENT" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs debt of the type referred to in clause (h) of the definition of "Indebtedness" set forth in this Section 1.01 in respect of such Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For all purposes of this Agreement, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"IRS" means the United States Internal Revenue Service.

"JOINT VENTURE" means (a) any Person which would constitute an "equity method investee" of the Company or any of its Subsidiaries, (b) any other Person designated by the Company in writing to the Administrative Agent (which designation shall be irrevocable) as a "Joint Venture" for purposes of this Credit Agreement and at least 50% but less than 100% of whose Equity Interests are directly owned by the Company or any of its Subsidiaries, and (c) any Person in whom the Company or any of its Subsidiaries beneficially owns any Equity Interest that is not a Subsidiary.

"JPMCB" means JPMorgan Chase Bank, N.A. and its successors.

"LAWS" means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"L/C ADVANCE" means, with respect to each Revolving Credit Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Pro Rata Share. All L/C Advances shall be denominated in Dollars.

"L/C BORROWING" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Revolving Credit Borrowing. All L/C Borrowings shall be denominated in Dollars.

"L/C CREDIT EXTENSION" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

"L/C ISSUER" means JPMCB or any other Revolving Lender (or Affiliate thereof) that agrees in writing with the Company and the Administrative Agent to act as an L/C Issuer, in each case in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

"L/C OBLIGATIONS" means, as at any date of determination, the aggregate undrawn amount of all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings.

"LEASING COMPANIES" means Capital Leasing and its Subsidiaries.

"LENDER" has the meaning specified in the introductory paragraph to this Agreement and, as the context requires, includes the L/C Issuer and the Swing Line Lender.

"LENDER PARTIES" means, collectively, the Administrative Agent, the Lenders, the Supplemental Administrative Agents (if any) and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.02.

"LENDING OFFICE" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrowers and the Administrative Agent.

"LETTER OF CREDIT" means any letter of credit issued hereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit. Letters of Credit may be issued in Dollars or in an Alternative Currency.

"LETTER OF CREDIT APPLICATION" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"LETTER OF CREDIT EXPIRATION DATE" means the day that is five days prior to the scheduled Maturity Date then in effect for the Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

"LETTER OF CREDIT SUBLIMIT" means an amount equal to \$250,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Multicurrency Revolving Credit Facility.

"LEVERAGE RATIO" means, as of the end of any fiscal quarter of the Company for the four fiscal quarter period ending on such date, the ratio of (a) Total Indebtedness on the last day of such period to (b) Consolidated EBITDA of the Consolidated Companies for such period; provided that the amount of Total Indebtedness determined pursuant to clause (a) above at any date shall be reduced, in the case of any such Indebtedness of a Majority-Owned Subsidiary, by an amount directly proportional to the amount (if any) by which Consolidated EBITDA determined pursuant to clause (b) above for such date was reduced (including through the calculation of Consolidated Net Income) by the elimination of a minority interest in such Majority-Owned Subsidiary owned by a Person other than a Consolidated Company.

"LIEN" means any mortgage, pledge, hypothecation, assignment for security, deposit arrangement for security, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing but excluding operating leases).

"LOAN" means an extension of credit by a Lender to a Borrower under Article 2 in the form of a Term Loan, a Revolving Credit Loan, a Bid Loan or a Swing Line Loan.

"LOAN DOCUMENTS" means, collectively, (a) this Agreement, (b) the Notes, (c) the Guaranty, (d) the Fee Letters, (e) each Letter of Credit Application and (f) each Designated Borrower Request and Assumption Agreement.

"LOAN PARTIES" means, collectively, the Company, each Guarantor and each Designated Borrower.

"MAJORITY-OWNED SUBSIDIARY" means a Consolidated Subsidiary that is not wholly-owned (directly or indirectly) by the Company.

"MANAGEMENT AGREEMENT" means each of the agreements set forth on Schedule 1.01C.

"MANDATORY COST" means, with respect to any period, the percentage rate per annum determined in accordance with Schedule 1.01A.

"MATERIAL ADVERSE EFFECT" means (a) a material adverse effect on the business, assets, liabilities, results of operations, or financial position of the Company and its Subsidiaries, taken as a whole, (b) a material and adverse effect on the ability of any Loan Party to perform its obligations under the Loan Documents or (c) a material and adverse effect on the rights and remedies of the Lenders under the Loan Documents.

"MATERIAL COMPANIES" means the Company and all Restricted Subsidiaries (other than Immaterial Subsidiaries).

"MATURITY DATE" means the fifth anniversary of the Closing Date.

"MAXIMUM RATE" has the meaning specified in Section 11.11.

"MOODY'S" means Moody's Investors Service, Inc. and any successor thereto.

"MULTICURRENCY REVOLVING CREDIT BORROWING" means a borrowing consisting of simultaneous Multicurrency Revolving Credit Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the Multicurrency Revolving Credit Lenders pursuant to Section 2.01(b).

"MULTICURRENCY REVOLVING CREDIT COMMITMENT" means, as to each Multicurrency Revolving Credit Lender, its obligation to (a) make Multicurrency Revolving Credit Loans to the Borrowers pursuant to Section 2.01(b), (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the Dollar amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Multicurrency Revolving Credit Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto under the caption "Multicurrency Revolving Credit Commitment", as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate Multicurrency Revolving Credit Commitments of all Multicurrency Revolving Credit Lenders shall be \$735,000,000 on the Closing Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.

"MULTICURRENCY REVOLVING CREDIT FACILITY" means, at any time, the aggregate amount of the Multicurrency Revolving Credit Commitments at such time.

"MULTICURRENCY REVOLVING CREDIT LENDER" means, at any time, any Lender that has a Multicurrency Revolving Credit Commitment at such time.

"MULTICURRENCY REVOLVING CREDIT LOAN" has the meaning specified in Section 2.01(b).

"MULTICURRENCY REVOLVING CREDIT NOTE" means a promissory note of a Borrower payable to any Multicurrency Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit D-3 hereto, evidencing the aggregate indebtedness of such Borrower to such Multicurrency Revolving Credit Lender resulting from the Multicurrency Revolving Credit Loans made by such Multicurrency Revolving Credit Lender.

"MULTIEMPLOYER PLAN" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Company or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"NET CASH PROCEEDS" means:

(a) with respect to the Disposition of any asset by any Restricted Company or any Casualty Event, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received

by or paid to or for the account of such Restricted Company) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event and that is repaid in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents), (B) the out-of-pocket expenses (including attorneys' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees) actually incurred by such Restricted Company in connection with such Disposition or Casualty Event, (C) taxes paid or reasonably estimated to be payable by such Restricted Company or any of the direct or indirect members thereof and attributable to such Disposition (including, in respect of any proceeds received in connection with a Disposition or Casualty Event of any asset of any Foreign Subsidiary, deductions in respect of withholding taxes that are or would be payable in cash if such funds were repatriated to the United States), and (D) any reserve for adjustment in respect of (1) the sale price of such asset or assets established in accordance with GAAP and (2) any liabilities associated with such asset or assets and retained by such Restricted Company after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction and it being understood that "Net Cash Proceeds" shall include any cash or Cash Equivalents (I) received upon the Disposition of any non-cash consideration received by such Restricted Company in any such Disposition and (II) upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (D) of the preceding sentence or, if such liabilities have not been satisfied in cash and such reserve not reversed within 365 days after such Disposition or Casualty Event, the amount of such reserve; provided that (x) no proceeds realized in a single transaction or series of related transactions shall constitute Net Cash Proceeds unless such proceeds shall exceed \$5,000,000 and (y) no proceeds shall constitute Net Cash Proceeds under this clause (a) in any fiscal year until the aggregate amount of all such proceeds in such fiscal year shall exceed \$25,000,000 (and thereafter only proceeds in excess of such amount shall constitute Net Cash Proceeds under this clause (a)); and

(b) with respect to the incurrence or issuance of any Indebtedness by any Restricted Company, the excess, if any, of (i) the sum of the cash received in connection with such sale over (ii) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by such Restricted Company (or, in the case of taxes, any member thereof) in connection with such incurrence or issuance and, in the case of Indebtedness of any Foreign Subsidiary, deductions in respect of withholding taxes that are or would otherwise be payable in cash if such funds were repatriated to the United States.

"NON-CONSENTING LENDER" has the meaning specified in Section 3.09(e).

"NONRENEWAL NOTICE DATE" has the meaning specified in Section 2.04(b)(iii).

"NOTE" means a Term Note or a Revolving Credit Note, as the context may require.

"OBLIGATIONS" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption),

absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party under any Loan Document and (b) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party.

"ORGANIZATION DOCUMENTS" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-US. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"OTHER TAXES" has the meaning specified in Section 3.01(c).

"OUTSTANDING AMOUNT" means (a) with respect to the Term Loans, Revolving Credit Loans and Swing Line Loans on any date, the principal amount thereof (or, in the case of the Revolving Credit Loans, the Dollar Equivalent amount thereof) after giving effect to any borrowings and prepayments or repayments of Term Loans, Revolving Credit Loans (including any refinancing of outstanding unpaid drawings under Letters of Credit or L/C Borrowings as a Revolving Credit Borrowing) and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the Dollar Equivalent amount of the aggregate outstanding amount thereof on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes thereto as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit (including any refinancing of outstanding unpaid drawings under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing) or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"OVERNIGHT RATE" means, for any day, (a) with respect to any amount denominated in Dollars, the Federal Funds Rate and (b) with respect to any amount denominated in an Alternative Currency, the rate of interest per annum at which overnight deposits in the applicable Alternative Currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of JPMCB in the applicable offshore interbank market for such currency to major banks in such interbank market.

"PARTICIPANT" has the meaning specified in Section 11.07(f).

"PARTICIPATING MEMBER STATE" means each state so described in any EMU Legislation.

"PBGC" means the Pension Benefit Guaranty Corporation.

"PENSION PLAN" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Company or any ERISA Affiliate or to which the Company or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"PERMITTED ACQUISITION" has the meaning specified in Section 7.02(h).

"PERMITTED REFINANCING" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder or as otherwise permitted pursuant to Section 7.03, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole, (d) the terms and conditions (including, if applicable, as to collateral) of any such modified, refinanced, refunded, renewed or extended Indebtedness are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole, (e) such modification, refinancing, refunding, renewal or extension is incurred by the Person who is the obligor (or another of the Restricted Companies, at the election of the Company, provided that if the obligor is a Loan Party, such other Restricted Company must also be a Loan Party) on the Indebtedness being modified, refinanced, refunded, renewed or extended, and such new or additional obligors as are or become Loan Parties in accordance with Section 6.12 and with respect to subordinated Indebtedness the obligations of such obligors shall be subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in documentation governing the Indebtedness, taken as a whole and (f) at the time thereof, no Event of Default shall have occurred and be continuing.

"PERMITTED SUBORDINATED INDEBTEDNESS" means any unsecured Indebtedness that (a) is expressly subordinated to the prior payment in full in cash of the Obligations on terms not materially less favorable to the Lenders, taken as a whole, than the terms set forth on Exhibit J hereto or on such other terms as shall be reasonably acceptable to the Administrative Agent, (b)

is not scheduled to mature prior to the date that is 91 days after the scheduled maturity date of the Term Loans (or any later scheduled maturity date of any Additional Term Loans outstanding on the date of issuance of such Indebtedness), (c) has no scheduled amortization or payments of principal prior to the scheduled maturity date of the Term Loans (or any later scheduled maturity date of any Additional Term Loans outstanding on the date of issuance of such Indebtedness), and (d) in the case of such Indebtedness (or series of related Indebtedness) in excess of the Threshold Amount, has mandatory prepayment, repurchase or redemption provisions no more onerous or expansive in scope, taken as a whole, than those contained in this Agreement for the Term Loans or are otherwise reasonably acceptable to the Administrative Agent.

"PERSON" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"PLAN" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) maintained or sponsored by the Company or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"PLATFORM" has the meaning specified in Section 6.02.

"PRO FORMA BASIS", "PRO FORMA COMPLIANCE" and "PRO FORMA EFFECT" means, for purposes of calculating compliance with the Leverage Ratio or each of the financial covenants set forth in Section 7.10 in respect of a Specified Transaction, that such Specified Transaction and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction", shall be included, (b) any retirement of Indebtedness, and (c) any Indebtedness incurred or assumed by any Restricted Company in connection with such Specified Transaction, and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided that the foregoing pro forma adjustments may be applied to the Leverage Ratio and the financial covenants set forth in Section 7.10 to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and may take into account cost savings for which the necessary steps have been implemented or are reasonably expected to be implemented within twelve months after the closing of the applicable Permitted Acquisition.

"PRO RATA SHARE" means, with respect to each Lender at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitments of such Lender under the applicable Facility or Facilities at such time and the denominator of which is the amount of the Aggregate Commitments under the applicable Facility or Facilities at such time.

"PUBLIC LENDER" has the meaning specified in Section 6.02.

"REGISTER" has the meaning set forth in Section 11.07(e).

"REORGANIZATION" means the series of transactions in which the operations of FNF and its Subsidiaries were reorganized such that (i) the Separated Operations ceased to be owned, directly or indirectly, by FNF, (ii) FNF's interests in Capital Leasing and its Subsidiaries were transferred to the Company and (iii) FNF was merged into the Company.

"REPORTABLE EVENT" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"REQUEST FOR CREDIT EXTENSION" means (a) with respect to a Borrowing, conversion or continuation of Term Loans or Revolving Credit Loans, a Committed Loan Notice, (b) with respect to a Bid Loan, a Bid Request, (c) with respect to an L/C Credit Extension, a Letter of Credit Application, and (d) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"REQUIRED LENDERS" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition), (b) aggregate unused Term Commitments, if any, and (c) aggregate unused Revolving Credit Commitments, if any; provided that the unused Term Commitment, unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders; provided further that Bid Loans shall not be included in the determination of Total Outstandings above except (x) for purposes of declaring Loans to be due and payable pursuant to Section 8.02 and (y) for all purposes after the Loans become due and payable pursuant to Section 8.02 or after the Aggregate Revolving Credit Commitments expire or terminate.

"RESPONSIBLE OFFICER" means the chief executive officer, president, any vice president, chief financial officer, treasurer or assistant treasurer or other similar officer of a Loan Party (or any other person duly authorized by a Loan Party to act with respect to the Loan Documents on behalf of such Loan Party) and, as to any document delivered on the Closing Date, secretary or assistant secretary. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"RESTRICTED COMPANIES" means the Company and its Restricted Subsidiaries, and "RESTRICTED COMPANY" means any of the foregoing.

"RESTRICTED PAYMENT" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Restricted Company, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to the Company's stockholders, partners or members (or the equivalent Persons thereof).

"RESTRICTED SUBSIDIARY" means any Subsidiary of the Company other than an Unrestricted Subsidiary (including in any event each Designated Borrower).

"REVALUATION DATE" means (a) with respect to any Loan, each of the following: (i) each date of a Borrowing of a Eurocurrency Rate Loan denominated in an Alternative Currency, (ii) each date of a continuation of a Eurocurrency Rate Loan denominated in an Alternative Currency pursuant to Section 2.02, and (iii) such additional dates as the Administrative Agent shall determine or the Required Lenders shall require; and (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (ii) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof (solely with respect to the increased amount), (iii) each date of any payment by the L/C Issuer under any Letter of Credit denominated in an Alternative Currency and (iv) such additional dates as the Administrative Agent or the L/C Issuer shall determine or the Required Lenders shall require.

"REVOLVING CREDIT BORROWING" means a Multicurrency Revolving Credit Borrowing or a US Dollar Revolving Credit Borrowing, as the context may require.

"REVOLVING CREDIT COMMITMENT" means Multicurrency Revolving Credit Commitment or US Dollar Revolving Credit Commitment, as the context may require.

"REVOLVING CREDIT FACILITY" means, collectively, the US Dollar Revolving Credit Facility and the Multicurrency Revolving Credit Facility.

"REVOLVING CREDIT LENDER" means a Multicurrency Revolving Credit Lender or a US Dollar Revolving Credit Lender, as the context may require.

"REVOLVING CREDIT LOAN" has the meaning specified in Section 2.01(b).

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

"SAME DAY FUNDS" means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be determined by the Administrative Agent or the L/C Issuer, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"SECURITIZATION ASSETS" means any accounts receivable, royalty or revenue streams, other financial assets, proceeds and books, records and other related assets incidental to the foregoing subject to a Securitization Financing.

"SECURITIZATION FINANCING" has the meaning referred to in Section 7.03(u).

"SECURITIZATION VEHICLE" means one or more special purpose vehicles that are, directly or indirectly, wholly-owned Subsidiaries of the Company and are Persons organized for the limited purpose of entering into a Securitization Financing by purchasing, or receiving by way of capital

contributions, sale or other transfer, assets from the Company and its Subsidiaries and obtaining financing for such assets from third parties, and whose structure is designed to insulate such vehicle from the credit risk of the Company.

"SEPARATED OPERATIONS" means Fidelity National Title Group, Sedgwick CMS, Fidelity National Insurance Company and certain other assets of FNF and its Subsidiaries (prior to giving effect to the Reorganization), excluding, however, the Company and Capital Leasing and their respective Subsidiaries.

"SOLVENT" and "SOLVENCY" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"SPC" has the meaning specified in Section 11.07(i).

"SPECIFIED NON-RECOURSE INDEBTEDNESS" has the meaning set forth in Section 7.03(f).

"SPECIFIED RATE LOAN" means a loan that bears interest at a rate per annum equal to (x) the Federal Funds Rate plus the Applicable Margin specified for Eurocurrency Rate Revolving Credit Loans or (y) such other rate as may be agreed between the Company and the Swing Line Lenders.

"SPECIFIED RESPONSIBLE OFFICER" means the chief executive officer, president, chief operating officer, chief financial officer, treasurer, comptroller or general counsel of the Company.

"SPECIFIED TRANSACTION" means, any Investment or incurrence of Indebtedness in respect of which compliance with the financial covenants set forth in Section 7.10 is by the terms of this Agreement required to be calculated on a Pro Forma Basis.

"SPOT RATE" for a currency means the rate determined by the Administrative Agent or the L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent or the L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or the L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency;

and provided further that the L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency.

"STERLING" and "(POUND)" mean the lawful currency of the United Kingdom.

"SUBSIDIARY" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Company.

"SUBSIDIARY GUARANTOR" has the meaning specified in Section 6.12(a).

"SUBSIDIARY GUARANTY" means, collectively, the guaranty in respect of the Obligations made by those Subsidiaries of the Company that are Subsidiary Guarantors in favor of the Administrative Agent on behalf of the Lenders, substantially in the form of Exhibit G, together with any other guaranty and guaranty supplement delivered pursuant to Section 6.12.

"SUPPLEMENTAL ADMINISTRATIVE AGENT" has the meaning specified in Section 9.13 and "Supplemental Administrative Agents" shall have the corresponding meaning.

"SWAP CONTRACT" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward contracts, futures contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, repurchase agreements, reverse repurchase agreements, sell buy backs and buy sell back agreements, and securities lending and borrowing agreements or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement or related schedules, including any such obligations or liabilities arising therefrom.

"SWAP TERMINATION VALUE" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or

other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"SWING LINE BORROWING" means a borrowing of a Swing Line Loan pursuant to Section 2.05.

"SWING LINE FACILITY" means the revolving credit facility made available by the Swing Line Lenders pursuant to Section 2.05.

"SWING LINE LENDER" means JPMCB or Bank of America in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

"SWING LINE LOAN" has the meaning specified in Section 2.05(a).

"SWING LINE LOAN NOTICE" means a notice of a Swing Line Borrowing pursuant to Section 2.05(b), which, if in writing, shall be substantially in the form of Exhibit C.

"SWING LINE SUBLIMIT" means an amount equal to \$250,000,000. The Swing Line Sublimit is part of, and not in addition to, the Multicurrency Revolving Credit Facility.

"TARGET DAY" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

"TAXES" has the meaning specified in Section 3.01(a).

"TERM BORROWING" means a borrowing consisting of simultaneous Term Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the Term Lenders pursuant to Section 2.01(a).

"TERM COMMITMENT" means, as to each Term Lender, its obligation to make a Term Loan to the Company pursuant to Section 2.01(a) in an aggregate amount not to exceed the amount set forth opposite such Term Lender's name on Schedule 2.01 under the caption "Term Commitment" or in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Term Commitments is \$2,100,000,000.

"TERM FACILITY" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Term Commitments at such time and (b) thereafter, the aggregate principal amount of the Term Loans of all Term Lenders outstanding at such time.

"TERM LENDER" means, at any time, any Lender that has a Term Commitment or Term Loans at such time.

"TERM LOAN" means a Loan made pursuant to Section 2.01(a).

"TERM NOTE" means a promissory note of the Borrower payable to any Term Lender or its registered assigns, in substantially the form of Exhibit D-1 hereto, evidencing the aggregate indebtedness of the Borrower to such Term Lender resulting from the Term Loans made by such Term Lender.

"THRESHOLD AMOUNT" means \$150,000,000.

"TOTAL ASSETS" means, at any time with respect to any Person, the total assets appearing on the most recently prepared consolidated balance sheet of such Person as of the end of the most recent fiscal quarter of such Person for which such balance sheet is available, prepared in accordance with GAAP.

"TOTAL CONSOLIDATED ASSETS" means, at any time, the total assets appearing on the most recently prepared consolidated balance sheet of the Company and its Consolidated Subsidiaries as of the end of the most recent fiscal quarter of the Company and its Consolidated Subsidiaries for which such balance sheet is available, prepared in accordance with GAAP.

"TOTAL INDEBTEDNESS" means, without duplication, (a) the aggregate Outstanding Amount of all Loans, the aggregate undrawn amount of all outstanding trade Letters of Credit and all Unreimbursed Amounts and (b) all other Indebtedness of the Consolidated Companies of the type referred to in clauses (a), (b) (but solely in respect of letters of credit and bankers' acceptances, and solely to the extent drawn and not yet reimbursed), (d), (e), (f) and (h) of the definition thereof and all Guarantees of the Company and its Subsidiaries in respect of such Indebtedness of any other Person, in each case other than Specified Non-Recourse Indebtedness.

"TOTAL OUTSTANDINGS" means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

"TOTAL REVOLVING OUTSTANDINGS" means the aggregate Outstanding Amount of all Revolving Credit Loans, all L/C Obligations, Bid Loans and Swing Line Loans.

"TRANCHE" (a) when used with respect to Revolving Credit Lenders, refers to whether such Lenders are Multicurrency Revolving Credit Lenders or US Dollar Revolving Credit Lenders, (b) when used with respect to Revolving Credit Commitments, refers to whether such Commitments are Multicurrency Revolving Credit Commitments or US Dollar Revolving Credit Commitments and (c) when used with respect to Revolving Credit Loans or a Revolving Credit Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Multicurrency Revolving Credit Loans or US Dollar Revolving Credit Loans.

"TRANSACTION" means, collectively, (a) the execution, delivery and performance by the Loan Parties of this Agreement, (b) the funding of the Term Loans and (c) the payment of the fees and expenses incurred in connection with any of the foregoing.

"TYPE" means (a) with respect to a Committed Loan, its character as a Base Rate Loan or a Eurocurrency Rate Loan and (b) with respect to a Bid Loan, its character as an Absolute Rate Loan or a Eurocurrency Margin Bid Loan.

"US DOLLAR REVOLVING CREDIT BORROWING " means a borrowing consisting of simultaneous US Dollar Revolving Credit Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the US Dollar Revolving Credit Lenders pursuant to Section 2.01(b).

"US DOLLAR REVOLVING CREDIT COMMITMENT" means, as to each US Dollar Revolving Credit Lender, its obligation to make US Dollar Revolving Credit Loans to the Company pursuant to Section 2.01(b) in an aggregate principal amount at any one time outstanding not to exceed the Dollar amount set forth opposite such Lender's name on Schedule 2.01 under the caption "US Dollar Revolving Credit Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto under the caption "US Dollar Revolving Credit Commitment", as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate US Dollar Revolving Credit Commitments of all US Dollar Revolving Credit Lenders shall be \$165,000,000 on the Closing Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.

"US DOLLAR REVOLVING CREDIT FACILITY" means, at any time, the aggregate amount of the US Dollar Revolving Credit Commitments at such time.

"US DOLLAR REVOLVING CREDIT LENDER" means, at any time, any Lender that has a US Dollar Revolving Credit Commitment at such time.

"US DOLLAR REVOLVING CREDIT NOTE" means a promissory note of the Company payable to any US Dollar Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit D-2 hereto, evidencing the aggregate indebtedness of the Company to such Revolving Credit Lender resulting from the US Dollar Revolving Credit Loans made by such US Dollar Revolving Credit Lender.

"U.S. LENDER" has the meaning set forth in Section 11.16(b).

"UNITED STATES" and "U.S." mean the United States of America.

"UNREIMBURSED AMOUNT" has the meaning set forth in Section 2.04(c)(i).

"UNRESTRICTED SUBSIDIARY" means (a) each Subsidiary of the Company listed on Schedule 1.01D and (b) any Subsidiary of the Company designated by the board of directors of the Company as an Unrestricted Subsidiary pursuant to Section 6.14 subsequent to the Closing Date (and continuing until such time that such designation may be thereafter revoked by the Company).

"VAULT CASH OPERATIONS" means the vault cash or other arrangements pursuant to which various financial institutions fund the cash requirements of automated teller machines and cash access facilities operated by the Consolidated Companies at customer locations.

"WACHOVIA BANK" means Wachovia Bank, National Association and its successors.

"WACHOVIA CREDIT AGREEMENT" means the Amended and Restated Credit Agreement dated as of February 1, 2006 between the Company and Wachovia Bank.

"WEIGHTED AVERAGE LIFE TO MATURITY" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(f) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.03. Accounting Terms. (a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations pursuant to Section 7.10) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, as in effect from time to time, applied on a basis consistent (except for changes concurred in by the Company's independent public accountants) with the most recent audited consolidated financial statements of the Company and its Subsidiaries delivered to the Lenders pursuant to Section 6.01 or, prior to such delivery, the Historical Financial Statements for the fiscal year ended December 31, 2005.

(b) If at any time any change in GAAP would affect the computation of any financial ratio set forth in any Loan Document, and either the Company or the Required Lenders shall so request, the Administrative Agent and the Company shall negotiate in good faith to amend such ratio to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Company shall provide to the Administrative Agent and the Lenders a written reconciliation in form

reasonably satisfactory to the Administrative Agent, between calculations of such ratio made before and after giving effect to such change in GAAP.

(c) Notwithstanding anything to the contrary contained herein, financial ratios and other financial calculations pursuant to this Agreement shall, following any Specified Transaction, be calculated on a Pro Forma Basis until the completion of four full fiscal quarters following such Specified Transaction.

Section 1.04. Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05. References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

Section 1.06. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07. Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, with respect to any payment of interest on or principal of Eurocurrency Rate Loans, if such extension would cause any such payment to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

Section 1.08. Exchange Rates; Currency Equivalents. (a) The Administrative Agent or the L/C Issuer, as applicable, shall determine the Spot Rates as of each Revaluation Date to be used for calculating Dollar Equivalent amounts of Credit Extensions and Outstanding Amounts denominated in Alternative Currencies. Such Spot Rates shall become effective as of such Revaluation Date and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur. Except for purposes of financial statements delivered by Loan Parties hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the L/C Issuer, as applicable.

(b) Wherever in this Agreement in connection with a Revolving Credit Borrowing, conversion, continuation or prepayment of a Eurocurrency Rate Revolving Credit Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Revolving Credit Borrowing, Eurocurrency Rate Revolving Credit Loan or Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant Alternative Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the L/C Issuer, as the case may be.

Section 1.09. Additional Alternative Currencies. (a) The Company may from time to time request that Eurocurrency Rate Revolving Credit Loans be made and/or Letters of Credit be issued in a currency other than those specifically listed in the definition of "Alternative Currency;" provided that such requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars. In the case of any such request with respect to the making of Eurocurrency Rate Revolving Credit Loans, such request shall be subject to the approval of the Administrative Agent and the Multicurrency Revolving Credit Lenders; and in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent and the L/C Issuer.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., 15 Business Days prior to the date of the desired Credit Extension (or such earlier time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the L/C Issuer, in its or their sole discretion). In the case of any such request pertaining to Eurocurrency Rate Revolving Credit Loans, the Administrative Agent shall promptly notify each Multicurrency Revolving Credit Lender thereof; and in the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify the L/C Issuer thereof. Each Multicurrency Revolving Credit Lender (in the case of any such request pertaining to Eurocurrency Rate Revolving Credit Loans) or the L/C Issuer (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 11:00 a.m., ten Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Eurocurrency Rate Revolving Credit Loans or the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by a Multicurrency Revolving Credit Lender or the L/C Issuer, as the case may be, to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Lender or the L/C Issuer, as the case may be, to permit Eurocurrency Rate Revolving Credit Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the Multicurrency Revolving Credit Lenders consent to making Eurocurrency Rate Revolving Credit Loans in such requested currency, the Administrative Agent shall so notify the Company and such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes of any Committed Borrowings of Eurocurrency Rate Revolving Credit Loans; and if the Administrative Agent and the L/C Issuer consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the Company and such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes of any Letter of Credit issuances. If the Administrative Agent shall fail to obtain consent to any

request for an additional currency under this Section 1.06, the Administrative Agent shall promptly so notify the Company, it being acknowledged and agreed that the Company shall be permitted to create a subtranche of the Multicurrency Revolving Credit Facility in respect of such currency pursuant to and in accordance with the last sentence of Section 2.01(b).

ARTICLE 2  
THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01. The Committed Loans. (a) The Term Borrowings. Subject to the terms and conditions set forth herein, each Term Lender severally agrees to make, on the Closing Date, a single loan in Dollars to the Company in an amount equal to 100% of such Term Lender's Term Commitment. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Term Loans may be Base Rate Loans or Eurocurrency Rate Loans, as further provided herein.

(b) The Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, (i) each US Dollar Revolving Credit Lender severally agrees to make loans (each such loan, a "US DOLLAR REVOLVING CREDIT LOAN") to the Company in Dollars from time to time, on any Business Day until the Maturity Date, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's US Dollar Revolving Credit Commitment and (ii) each Multicurrency Revolving Credit Lender severally agrees to make loans (each such loan, a "MULTICURRENCY REVOLVING CREDIT LOAN" and, together with the Multicurrency Revolving Credit Loans, the "REVOLVING CREDIT LOANS") to the Borrowers in Dollars or in one or more Alternative Currencies from time to time, on any Business Day until the Maturity Date, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Multicurrency Revolving Credit Commitment, provided that after giving effect to any Multicurrency Revolving Credit Borrowing, (x) the aggregate Outstanding Amount of the Multicurrency Revolving Credit Loans of any Lender, plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Multicurrency Revolving Credit Commitment, (y) the aggregate Outstanding Amount of all Multicurrency Revolving Credit Loans denominated in Australian Dollars, plus the Outstanding Amount of all L/C Obligations denominated in Australian Dollars shall not exceed the Australian Dollar Sublimit and (z) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Credit Commitments. Within the limits of each Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, a Borrower may borrow under this Section 2.01(b), prepay under Section 2.06 and reborrow under this Section 2.01(b). Revolving Credit Loans may be Base Rate Loans or Eurocurrency Rate Loans, as further provided herein. Notwithstanding the foregoing, in the event the Borrowers desire to make a Revolving Credit Borrowing in a currency other than Dollars or an Alternative Currency and some, but not all, of the Multicurrency Revolving Credit Lenders are willing to fund such Borrowing in the Borrowers' desired currency, the Borrowers shall be permitted, with the reasonable consent of the Administrative Agent, to create a subtranche of the Multicurrency Revolving Credit Facility in which only Multicurrency Revolving Credit Lenders willing to fund in the desired currency (each, an "ADDITIONAL ALTERNATIVE CURRENCY") shall participate, and with respect to such

subtranche, such Additional Alternative Currency shall be deemed to be an Alternative Currency for all purposes hereof. Each Multicurrency Revolving Credit Lender may, at its option, make any Multicurrency Revolving Credit Loan denominated in an Alternative Currency available to any Designated Borrower that is a Foreign Subsidiary by causing any foreign or domestic branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of such Designated Borrower to repay such Loan in accordance with the terms of this Agreement.

Section 2.02. Borrowings, Conversions and Continuations of Committed Loans. (a) Each Term Borrowing, each Revolving Credit Borrowing, each conversion of Term Loans or Revolving Credit Loans from one Type to the other, and each continuation of Eurocurrency Rate Committed Loans shall be made upon the Company's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than (i) 1:00 p.m. three Business Days prior to the requested date of any Borrowing of Eurocurrency Rate Committed Loans denominated in Dollars, continuation of Eurocurrency Rate Committed Loans denominated in Dollars or any conversion of Base Rate Committed Loans to Eurocurrency Rate Committed Loans denominated in Dollars, (ii) 1:00 p.m. four Business Days prior to the requested date of any Borrowing or continuation of Eurocurrency Rate Committed Loans denominated in Alternative Currencies, and (iii) 12:00 p.m. on the requested date of any Borrowing of Base Rate Committed Loans. Each telephonic notice by the Company pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Company. Each Borrowing of, conversion to or continuation of Eurocurrency Rate Committed Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof. Except as provided in Section 2.04(c) (i) and Section 2.05(c) (i), each Committed Borrowing of or conversion to Base Rate Committed Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Committed Loan Notice (whether telephonic or written) shall specify (i) whether the Company is requesting a Term Borrowing, a Revolving Credit Borrowing, a conversion of Term Loans or Revolving Credit Loans from one Type to the other, or a continuation of Eurocurrency Rate Committed Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Committed Loans to be borrowed, converted or continued, (iv) the Type of Committed Loans to be borrowed or which existing Term Loans or Revolving Credit Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto, (vi) in the case of a Revolving Credit Borrowing, the relevant currency and (vii) if applicable, the Designated Borrower. If the Company fails to specify a currency in a Committed Loan Notice requesting a Borrowing, then the Committed Loans so requested shall be made in Dollars. If the Company fails to specify a Type of Loan in a Committed Loan Notice or fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loans or Revolving Credit Loans shall be made as, or converted to, a Eurocurrency Rate Committed Loan with an

Interest Period of one month (subject to the definition of Interest Period). Any such automatic conversion to Eurocurrency Rate Committed Loans with an Interest Period of one month shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurocurrency Rate Loans. If a Borrower requests a Borrowing of, conversion to, or continuation of Eurocurrency Rate Committed Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. No Committed Loan may be converted into or continued as a Committed Loan denominated in a different currency, but instead must be prepaid in the original currency of such Committed Loan and reborrowed in the other currency.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Appropriate Lender of the amount (and currency) of its Pro Rata Share of the applicable Class of Loans, and if no timely notice of a conversion or continuation is provided by the Company, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Eurocurrency Rate Loans with an Interest Period of 1 month or continuation described in Section 2.02(a). In the case of each Committed Borrowing, each Appropriate Lender shall make the amount of its Committed Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office for the applicable currency not later than 1:00 p.m., in the case of any Committed Loan denominated in Dollars, and not later than the Applicable Time specified by the Administrative Agent in the case of any Committed Loan in an Alternative Currency, in each case on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the relevant Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the relevant Borrower on the books of JPMCB with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Company; provided that if, on the date the Committed Loan Notice with respect to such Borrowing is given by the Company, there are Swing Line Loans or L/C Borrowings outstanding, then the proceeds of such Borrowing denominated in Dollars shall be applied, first, to the payment in full of any such L/C Borrowings, second, to the payment in full of any such Swing Line Loans, and third, to the relevant Borrower as provided above.

(c) Except as otherwise provided herein, a Eurocurrency Rate Committed Loan may be continued or converted only on the last day of an Interest Period for such Eurocurrency Rate Committed Loan unless the relevant Borrower pays the amount due, if any, under Section 3.07 in connection therewith. During the existence of an Event of Default, the Administrative Agent or the Required Lenders may require that no Loans may be converted to or continued as Eurocurrency Rate Loans.

(d) The Administrative Agent shall promptly notify the Company and the Lenders of the interest rate applicable to any Interest Period for Eurocurrency Rate Committed Loans upon determination of such interest rate. The determination of the Eurocurrency Rate by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Company and the Lenders of any change in JPMCB's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Term Borrowings, all Revolving Credit Borrowings, all conversions of Term Loans or Revolving Credit Loans from one Type to the other, and all continuations of Term Loans or Revolving Credit Loans as the same Type, there shall not be more than 20 Interest Periods in effect with respect to Committed Loans.

(f) The failure of any Lender to make the Committed Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Committed Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Committed Loan to be made by such other Lender on the date of any Borrowing.

Section 2.03. Bid Loans. (a) General. Subject to the terms and conditions set forth herein, each Revolving Credit Lender agrees that the Company may from time to time request the Revolving Credit Lenders of any Tranche or both Tranches to submit offers to make loans (each such loan, a "BID LOAN") to the Company prior to the Maturity Date pursuant to this Section 2.03; provided, however, that after giving effect to any Bid Borrowing, the Total Revolving Outstandings shall not exceed the Aggregate Revolving Credit Commitments.

(b) Requesting Competitive Bids. The Company may request the submission of Competitive Bids by delivering a Bid Request to the Administrative Agent not later than 12:00 noon (i) one Business Day prior to the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, or (ii) four Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans. Each Bid Request shall specify (i) the requested date of the Bid Borrowing (which shall be a Business Day), (ii) the aggregate principal amount of Bid Loans requested (which must be \$10,000,000 or a whole multiple of \$1,000,000 in excess thereof), (iii) the Type of Bid Loans requested, (iv) the requested currency and (v) the duration of the Interest Period with respect thereto, and shall be signed by a Responsible Officer of the Company. No Bid Request shall contain a request for (i) more than one Type of Bid Loan or (ii) Bid Loans having more than three different Interest Periods. Unless the Administrative Agent otherwise agrees in its sole and absolute discretion, the Company may not submit a Bid Request if it has submitted another Bid Request within the prior five Business Days.

(c) Submitting Competitive Bids.

(i) The Administrative Agent shall promptly notify each Revolving Credit Lender of each Bid Request received by it from the Company and the contents of such Bid Request.

(ii) Each Revolving Credit Lender may (but shall have no obligation to) submit a Competitive Bid containing an offer to make one or more Bid Loans in response to such Bid Request. Such Competitive Bid must be delivered to the Administrative Agent not later than 10:30 a.m. (A) on the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, and (B) three Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans; provided, however, that any Competitive Bid submitted by JPMCB in its capacity as a Revolving Credit Lender in response to any Bid Request must be submitted to the Administrative Agent not later than 10:15 a.m. on the date on which Competitive Bids are required to be delivered by the other Lenders in response to such Bid Request. Each Competitive Bid shall specify (A) the proposed date of the Bid Borrowing; (B) the principal amount of each Bid Loan for which such Competitive Bid is being made, which principal amount (x) may be equal to, greater than or less than the Commitment of the bidding Lender, (y) must be \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof, and (z) may not

exceed the principal amount of Bid Loans for which Competitive Bids were requested; (C) if the proposed Bid Borrowing is to consist of Absolute Rate Bid Loans, the Absolute Rate offered for each such Bid Loan and the Interest Period applicable thereto; (D) the proposed currency of each Bid Loan; (E) if the proposed Bid Borrowing is to consist of Eurocurrency Margin Bid Loans, the Eurocurrency Bid Margin with respect to each such Eurocurrency Margin Bid Loan and the Interest Period applicable thereto; and (F) the identity of the bidding Lender.

(iii) Any Competitive Bid shall be disregarded if it (A) is received after the applicable time specified in clause (ii) above, (B) is not substantially in the form of a Competitive Bid as specified herein, (C) contains qualifying, conditional or similar language, (D) proposes terms other than or in addition to those set forth in the applicable Bid Request, or (E) is otherwise not responsive to such Bid Request. Any Revolving Credit Lender may correct a Competitive Bid containing a manifest error by submitting a corrected Competitive Bid (identified as such) not later than the applicable time required for submission of Competitive Bids. Any such submission of a corrected Competitive Bid shall constitute a revocation of the Competitive Bid that contained the manifest error. The Administrative Agent may, but shall not be required to, notify any Revolving Credit Lender of any manifest error it detects in such Lender's Competitive Bid.

(iv) Subject only to the provisions of Sections 3.02, 3.03 and 4.02 and clause (iii) above, each Competitive Bid shall be irrevocable.

(d) Notice to Company of Competitive Bids. Not later than 11:00 a.m. (i) on the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, or (ii) three Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans, the Administrative Agent shall notify the Company of the identity of each Lender that has submitted a Competitive Bid that complies with Section 2.03(c) and of the terms of the offers contained in each such Competitive Bid.

(e) Acceptance of Competitive Bids. Not later than 12:00 p.m. (x) on the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, and (y) three Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans, the Company shall notify the Administrative Agent of its acceptance or rejection of the offers notified to it pursuant to Section 2.03(d). The Company shall be under no obligation to accept any Competitive Bid and may choose to reject all Competitive Bids. In the case of acceptance, such notice shall specify the aggregate principal amount of Competitive Bids for each Interest Period that is accepted. The Company may accept any Competitive Bid in whole or in part; provided that:

(i) the aggregate principal amount of each Bid Borrowing may not exceed the applicable amount set forth in the related Bid Request;

(ii) the principal amount of each Bid Loan must be \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof;

(iii) the acceptance of offers may be made only on the basis of ascending Absolute Rates or Eurocurrency Bid Margins within each Interest Period; and

(iv) the Company may not accept any offer regarding which the Administrative Agent has notified the Company that such offer is either (a) of the type described in Section 2.03(c)(iii) or (b) otherwise fails to comply with the requirements hereof.

(f) Procedure for Identical Bids. If two or more Lenders have submitted Competitive Bids at the same Absolute Rate or Eurocurrency Bid Margin, as the case may be, for the same Interest Period, and the result of accepting all of such Competitive Bids in whole (together with any other Competitive Bids at lower Absolute Rates or Eurocurrency Bid Margins, as the case may be, accepted for such Interest Period in conformity with the requirements of Section 2.03(e)(iii)) would be to cause the aggregate outstanding principal amount of the applicable Bid Borrowing to exceed the amount specified therefor in the related Bid Request, then, unless otherwise agreed by the Company, the Administrative Agent and such Lenders, such Competitive Bids shall be accepted as nearly as possible in proportion to the amount offered by each such Lender in respect of such Interest Period, with such accepted amounts being rounded to the nearest whole multiple of \$1,000,000.

(g) Notice to Lenders of Acceptance or Rejection of Bids. The Administrative Agent shall promptly notify each Lender having submitted a Competitive Bid whether or not its offer has been accepted and, if its offer has been accepted, of the amount of the Bid Loan or Bid Loans to be made by it on the date of the applicable Bid Borrowing. Any Competitive Bid or portion thereof that is not accepted by the Company by the applicable time specified in Section 2.03(e) shall be deemed rejected.

(h) Notice of Eurocurrency Rate. If any Bid Borrowing is to consist of Eurocurrency Margin Loans, the Administrative Agent shall determine the Eurocurrency Rate for the relevant Interest Period, and promptly after making such determination, shall notify the Company and the Lenders that will be participating in such Bid Borrowing of such Eurocurrency Rate.

(i) Funding of Bid Loans. Each Lender that has received notice pursuant to Section 2.03(g) that all or a portion of its Competitive Bid has been accepted by the Company shall make the amount of its Bid Loan(s) available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the date of the requested Bid Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02, the Administrative Agent shall make all funds so received available to the Company in like funds as received by the Administrative Agent.

(j) Notice of Range of Bids. After each Competitive Bid auction pursuant to this Section 2.03, the Administrative Agent shall notify each Lender that submitted a Competitive Bid in such auction of the ranges of bids submitted (without the bidder's name) and accepted for each Bid Loan and the aggregate amount of each Bid Borrowing.

Section 2.04. Letters of Credit. (a) The Letter of Credit Commitment. (i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements

of the other Multicurrency Revolving Credit Lenders set forth in this Section 2.04, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars or in one or more Alternative Currencies for the account of the relevant Borrower and to amend or renew Letters of Credit previously issued by it, in accordance with Section 2.04(b), and (2) to honor drafts under the Letters of Credit; and (B) the Multicurrency Revolving Credit Lenders severally agree to participate in Letters of Credit issued for the account of the relevant Borrower; provided that the L/C Issuer shall not be obligated to make any L/C Credit Extension with respect to any Letter of Credit, and no Lender shall be obligated to participate in any Letter of Credit if as of the date of such L/C Credit Extension or after giving effect thereto, (w) the Total Revolving Outstandings would exceed the Aggregate Revolving Credit Commitments, (x) the aggregate Outstanding Amount of the Multicurrency Revolving Credit Loans of any Lender, plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans would exceed such Lender's Multicurrency Revolving Credit Commitment, (y) the Outstanding Amount of the L/C Obligations would exceed the Letter of Credit Sublimit or (z) the aggregate Outstanding Amount of all Multicurrency Revolving Credit Loans denominated in Australian Dollars, plus the Outstanding Amount of all L/C Obligations denominated in Australian Dollars would exceed the Australian Dollar Sublimit. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrowers' ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall be under no obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which, in each case, the L/C Issuer in good faith deems material to it;

(B) subject to Section 2.04(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last renewal, unless the Multicurrency Revolving Credit Lenders (other than any Multicurrency Revolving Credit Lender that is a Defaulting Lender) have approved such expiry date;

(C) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Multicurrency Revolving

Credit Lenders (other than any Multicurrency Revolving Credit Lender that is a Defaulting Lender) have approved such expiry date; or

(D) the issuance of such Letter of Credit would violate any Laws or one or more policies of the L/C Issuer.

(iii) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Renewal Letters of Credit. (i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Company delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Company. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 1:00 p.m. at least two Business Days prior to the proposed issuance date or date of amendment, as the case may be, or such later date and time as the L/C Issuer may agree in a particular instance in its sole discretion. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may reasonably request. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the L/C Issuer may reasonably request. In the event that any Letter of Credit Application includes representations and warranties, covenants and/or events of default that do not contain the materiality qualifiers, exceptions or thresholds that are applicable to the analogous provisions of this Agreement or other Loan Documents, or are otherwise more restrictive, the relevant qualifiers, exceptions and thresholds contained herein shall be incorporated therein or, to the extent more restrictive, shall be deemed for purposes of such Letter of Credit Application to be the same as the analogous provisions herein.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Company and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Upon receipt by the L/C Issuer of confirmation from the Administrative Agent that the requested issuance or amendment is permitted in accordance with the terms hereof (such confirmation to be promptly provided by the Administrative Agent), then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the relevant Borrower or enter into the

applicable amendment, as the case may be. Immediately upon the issuance of each Letter of Credit, each Multicurrency Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Pro Rata Share times the amount of such Letter of Credit.

(iii) If the Company so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic renewal provisions (each, an "AUTO-RENEWAL LETTER OF CREDIT"); provided that any such Auto-Renewal Letter of Credit must permit the L/C Issuer to prevent any such renewal at least once in each twelve month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "NONRENEWAL NOTICE DATE") in each such twelve month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Company shall not be required to make a specific request to the L/C Issuer for any such renewal. Once an Auto-Renewal Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the renewal of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided that the L/C Issuer shall not permit any such renewal if (A) the L/C Issuer has determined that it would have no obligation at such time to issue such Letter of Credit in its renewed form under the terms hereof (by reason of the provisions of Section 2.04(a) (ii) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Nonrenewal Notice Date from the Administrative Agent, any Multicurrency Revolving Credit Lender or the Company that one or more of the applicable conditions specified in Section 4.02 is not then satisfied.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Company and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations. (i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Company and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the relevant Borrower shall reimburse the L/C Issuer in such Alternative Currency, unless (A) the L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Company shall have notified the L/C Issuer promptly following receipt of the notice of drawing that the relevant Borrower will reimburse the L/C Issuer in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative Currency, the L/C Issuer shall notify the Company of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Not later than 3:00 p.m. on the date of any payment by the L/C Issuer under a Letter of Credit to be reimbursed in Dollars, or the Applicable Time on the date of any payment by the L/C Issuer under a Letter of Credit to be reimbursed in an Alternative Currency (each such date, an "HONOR DATE"), the Company shall reimburse the L/C Issuer through the

Administrative Agent in an amount equal to the amount of such drawing and in the applicable currency; provided that if notice of such drawing is not provided to the Company prior to 1:00 p.m. on the Honor Date, then the relevant Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing and in the applicable currency on the next succeeding Business Day and such extension of time shall be reflected in computing fees in respect of any such Letter of Credit. If the relevant Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Multicurrency Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative Currency) (the "UNREIMBURSED AMOUNT"), and the amount of such Multicurrency Revolving Credit Lender's Pro Rata Share thereof. In such event, the Company shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02(a) for the principal amount of Base Rate Loans but subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.04(c) (i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Multicurrency Revolving Credit Lender (including the Lender acting as L/C Issuer) shall upon any notice pursuant to Section 2.04(c) (i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office for Dollar-denominated payments in an amount equal to its Pro Rata Share of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.04(c) (iii), each Multicurrency Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Company in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer in Dollars.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Credit Borrowing of Base Rate Loans, the Company shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Multicurrency Revolving Credit Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.04(c) (ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.04.

(iv) Until each Multicurrency Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this Section 2.04(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Pro Rata Share of such amount shall be solely for the account of the L/C Issuer.

(v) Each Multicurrency Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.04(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrowers or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default; or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided that each Multicurrency Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02 (other than delivery by a Borrower of a Committed Loan Notice ). No such making of an L/C Advance shall relieve or otherwise impair the obligation of any Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Multicurrency Revolving Credit Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c) (ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the applicable Overnight Rate from time to time in effect. If such Lender pays such amount (with interest as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Committed Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Multicurrency Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.04(c) (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations. (i) If, at any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Multicurrency Revolving Credit Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.04(c), the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from a Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Pro Rata Share thereof in Dollars and in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.04(c) (i) is required to be returned under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Multicurrency Revolving Credit Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the applicable Overnight Rate from time to time in effect.

(e) Obligations Absolute. The obligation of the Borrowers to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any release or amendment or waiver of or consent to departure from the Guaranty or any other guarantee, for all or any of the Obligations of the Borrowers in respect of such Letter of Credit;

(vi) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to a Borrower or in the relevant currency markets generally; or

(vii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrowers;

provided that the foregoing shall not excuse the L/C Issuer from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are waived by the Borrowers to the extent permitted by applicable law) suffered by the Borrowers that are caused by the L/C Issuer's gross negligence or willful misconduct. The Borrowers shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the relevant

Borrower's instructions or other irregularity, such Borrower will promptly notify the L/C Issuer. The Borrowers shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the Borrowers agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, any Agent-Related Person nor any of the respective correspondents, participants or assignees of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrowers hereby assume all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrowers from pursuing such rights and remedies as it may have against the beneficiary or transferee at Law or under this Agreement or any other agreement. None of the L/C Issuer, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of the L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (vii) of Section 2.04(e); provided that anything in such clauses to the contrary notwithstanding, the Borrowers may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrowers, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by a Borrower which such Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful or grossly negligent failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral. Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing and the conditions set forth in Section 4.02 to a Revolving Credit Borrowing cannot then be met, or (ii) if, as of the Letter of Credit Expiration Date, any Letter of Credit may for any reason remain outstanding and partially or wholly undrawn, the relevant Borrower shall, within three Business Days, Cash Collateralize the then Outstanding Amount of all L/C Obligations (in an amount equal to such Outstanding Amount determined as of the date of such L/C Borrowing or the Letter of Credit Expiration Date, as the case may be) or, in the case of clause (ii), provide a back-to-back letter of credit in a face amount at least equal to the then undrawn amount of such Letter of Credit from an issuer and in form and substance reasonably satisfactory to the L/C Issuer. Unless at the option of the Company, Cash Collateral

was deposited in the foreign currency in which the applicable Letter of Credit was issued, the Administrative Agent may, at any time and from time to time after the initial deposit of Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of exchange rate fluctuations. For purposes hereof, "CASH COLLATERALIZE" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, as collateral for the L/C Obligations, cash or deposit account balances ("CASH COLLATERAL") pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuer (which documents are hereby consented to by the Lenders). Derivatives of such term have corresponding meanings. Cash Collateral shall be maintained in a Cash Collateral Account. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than rights or claims of the Administrative Agent arising by operation of law or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Borrowers will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent, as additional funds to be deposited and held in the Cash Collateral Account, an amount equal to the excess of (a) such aggregate Outstanding Amount over (b) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Law, to reimburse the L/C Issuer. To the extent the amount of any Cash Collateral exceeds the aggregate Outstanding Amount of all L/C Obligations and so long as no Event of Default has occurred and is continuing, the excess shall be refunded to the Borrowers.

(h) Applicability of ISP98 and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Company when a Letter of Credit is issued, (i) the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Letter of Credit.

(i) Letter of Credit Fees. The Borrowers shall pay to the Administrative Agent for the account of each Multicurrency Revolving Credit Lender in accordance with its Pro Rata Share a Letter of Credit fee for each Letter of Credit issued for the account of a Borrower equal to the Applicable Margin times the Dollar Equivalent of the daily maximum amount then available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Letter of Credit). Such letter of credit fees shall be computed on a quarterly basis in arrears. Such letter of credit fees shall be due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Margin during any quarter, the daily maximum amount of each Letter of Credit shall be computed and multiplied by the Applicable Margin separately for each period during such quarter that such Applicable Margin was in effect.

(j) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Borrowers shall pay directly to the L/C Issuer for its own account, in Dollars, a fronting fee

with respect to each Letter of Credit issued for the account of a Borrower equal to 0.125% per annum (or, in the case of any L/C Issuer, any lesser percentage that may be agreed by the Borrowers and such L/C Issuer) of the Dollar Equivalent of the daily maximum amount then available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Letter of Credit). Such fronting fees shall be computed on a quarterly basis in arrears. Such fronting fees shall be due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. In addition, the Borrowers shall pay directly to the L/C Issuer for its own account, in Dollars, the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable within five Business Days of demand and are nonrefundable.

(k) Conflict with Letter of Credit Application. In the event of any conflict between the terms hereof and the terms of any Letter of Credit Application, the terms hereof shall control.

Section 2.05. Swing Line Loans. (a) The Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lenders agree to make loans in Dollars (each such loan, a "SWING LINE LOAN") to the Company from time to time on any Business Day (other than the Closing Date) until the Maturity Date in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Pro Rata Share of the Outstanding Amount of Multicurrency Revolving Credit Loans and L/C Obligations of any Lender acting as Swing Line Lender, may exceed the amount of such Lender's Multicurrency Revolving Credit Commitment; provided that after giving effect to any Swing Line Loan, (x) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Credit Commitments and (y) the aggregate Outstanding Amount of the Multicurrency Revolving Credit Loans of any Lender, plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Multicurrency Revolving Credit Commitment; provided further that the Company shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Company may borrow under this Section 2.05, prepay under Section 2.06 and reborrow under this Section 2.05. Each Swing Line Loan shall be a Specified Rate Loan. Immediately upon the making of a Swing Line Loan, each Multicurrency Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lenders a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Pro Rata Share times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Company's irrevocable notice to the Swing Line Lenders and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lenders and the Administrative Agent not later than 3:00 p.m. on the requested borrowing date or such later time on the requested borrowing date as may be approved by the Swing Line Lenders in their sole discretion, and shall specify (i) the amount to be borrowed, which shall be a minimum of

\$100,000, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lenders and the Administrative Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Company. Promptly after receipt by the Swing Line Lenders of any telephonic Swing Line Loan Notice, the Swing Line Lenders will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lenders will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lenders have received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Multicurrency Revolving Credit Lender) prior to 3:30 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lenders not to make such Swing Line Loan as a result of the limitations set forth in the provisos to the first sentence of Section 2.05(a), or (B) that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lenders will, not later than 4:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Company. Unless otherwise agreed between the Swing Line Lenders, each Swing Line Lender shall make 50% of each Swing Line Loan.

(c) Refinancing of Swing Line Loans. (i) The Swing Line Lenders at any time in their sole and absolute discretion may request, on behalf of the Company (which hereby irrevocably authorizes the Swing Line Lenders to so request on its behalf), that each Multicurrency Revolving Credit Lender make a Specified Rate Loan in an amount equal to such Lender's Pro Rata Share of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02(a), without regard to the minimum and multiples specified therein for the principal amount of Specified Rate Loans, but subject to the unutilized portion of the Multicurrency Revolving Credit Facility and the conditions set forth in Section 4.02. The Swing Line Lenders shall furnish the Company with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each Multicurrency Revolving Credit Lender shall make an amount equal to its Pro Rata Share of the amount specified in such Committed Loan Notice available to the Administrative Agent in immediately available funds for the account of the Swing Line Lenders at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Committed Loan Notice, whereupon, subject to Section 2.05(c)(ii), each Multicurrency Revolving Credit Lender that so makes funds available shall be deemed to have made a Specified Rate Loan to the Company in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lenders.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with Section 2.05(c)(i), the request for Specified Rate Loans submitted by the Swing Line Lenders as set forth herein shall be deemed to be a request by the Swing Line Lenders that each of the Multicurrency Revolving Credit Lenders fund its risk participation in the relevant Swing Line Loan and each Multicurrency Revolving Credit Lender's payment to the Administrative Agent for

the account of the Swing Line Lenders pursuant to Section 2.05(c) (i) shall be deemed payment in respect of such participation.

(iii) If any Multicurrency Revolving Credit Lender fails to make available to the Administrative Agent for the account of the Swing Line Lenders any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.05(c) by the time specified in Section 2.05(c) (i), the Swing Line Lenders shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lenders at a rate per annum equal to the applicable Federal Funds Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the Swing Line Lenders (or either of them) in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Committed Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lenders submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Multicurrency Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.05(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against any Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided that each Multicurrency Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.05(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Company of a Committed Loan Notice). No such funding of risk participations shall relieve or otherwise impair the obligation of the Company to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations. (i) At any time after any Multicurrency Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lenders receive any payment on account of such Swing Line Loan, the Swing Line Lenders will distribute to such Lender its Pro Rata Share of such payment in the same funds as those received by the Swing Line Lenders.

(ii) If any payment received by the Swing Line Lenders in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lenders under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by the Swing Line Lenders in their discretion), each Multicurrency Revolving Credit Lender shall pay to the Swing Line Lenders its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the

applicable Federal Funds Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lenders.

(e) Interest for Account of Swing Line Lenders. The Swing Line Lenders shall be responsible for invoicing the Company for interest on the Swing Line Loans. Until each Multicurrency Revolving Credit Lender funds its Specified Rate Loan or risk participation pursuant to this Section 2.05 to refinance such Lender's Pro Rata Share of any Swing Line Loan, interest in respect of such Pro Rata Share shall be solely for the account of the Swing Line Lenders.

(f) Payments Directly to Swing Line Lenders. The Company shall make all payments of principal and interest in respect of the Swing Line Loans directly to each Swing Line Lender.

Section 2.06. Prepayments. (a) Optional. (i) Each Borrower may, upon notice from the Company to the Administrative Agent, at any time or from time to time, voluntarily prepay the Term Loans and Revolving Credit Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent not later than 11:00 a.m. (1) three Business Days prior to any date of prepayment of Eurocurrency Rate Loans denominated in Dollars, (2) four Business Days prior to any date of prepayment of Eurocurrency Rate Loans denominated in Alternative Currencies and (3) on the date of prepayment of Base Rate Committed Loans; (B) any prepayment of Eurocurrency Rate Committed Loans shall be in a minimum principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof; and (C) any prepayment of Base Rate Committed Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Class(es) and Type(s) of Committed Loans to be prepaid. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's Pro Rata Share of such prepayment. If such notice is given by the Company, the applicable Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurocurrency Rate Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.07. Each prepayment of the Loans pursuant to this Section 2.06(a) shall be applied among the Facilities in such amounts as the Company may direct in its sole discretion, provided that any such prepayment of the Term Loans shall be applied against the then remaining scheduled amortization payments under the Term Loans in order of their maturities. Each prepayment in respect of a particular Facility shall be paid to the Appropriate Lenders in accordance with their respective Pro Rata Shares.

(ii) No Bid Loan may be prepaid without the prior consent of the applicable Bid Loan Lender; provided that in connection with the repayment in full or refinancing of all of the Facilities, if any Bid Loan is outstanding at such time, the Company shall be permitted to deposit with the Administrative Agent cash or deposit account balances (or a letter of credit) pursuant to documentation reasonably satisfactory to such Bid Loan Lender in an amount equal to the sum of the outstanding principal amount of such Bid Loan and the remaining interest payments on such Bid Loan.

(iii) The Company may, upon notice to the Swing Line Lenders (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Swing Line Lenders and the Administrative Agent not later than 3:00 p.m. on the date of the prepayment, (B) any such prepayment shall be in a minimum principal amount of the lesser of \$100,000 and the total principal amount of the Swing Line Loans then outstanding and (C) any such prepayment shall be applied ratably to the outstanding Swing Line Loans held by the respective Swing Line Lenders. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Company, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(iv) Notwithstanding anything to the contrary contained in this Agreement, the Company may rescind any notice of prepayment under Section 2.06(a) (i) or 2.06(a) (iii) if such prepayment would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or shall otherwise be delayed.

(b) Mandatory.

(i) (A) If (1) any Restricted Company Disposes of any property or assets pursuant to Section 7.05(l) (ii), Section 7.05(q) or Section 7.05(s), or (2) any Casualty Event occurs, which in the aggregate results in the realization or receipt by any Restricted Company of Net Cash Proceeds in excess of \$1,000,000 in any fiscal year, the Company shall cause to be prepaid on or prior to the date which is ten Business Days after the date of the realization or receipt of such Net Cash Proceeds an aggregate principal amount of Term Loans in an amount equal to 100% of all Net Cash Proceeds received; provided that no such prepayment shall be required pursuant to this Section 2.06(b) (i) (A) if, on or prior to such date, the Company shall have given written notice to the Administrative Agent of its intention to reinvest all or a portion of such Net Cash Proceeds in accordance with Section 2.06(b) (i) (B) (which election may only be made if no Event of Default has occurred and is then continuing);

(B) With respect to any Net Cash Proceeds realized or received with respect to any Disposition or any Casualty Event required to be applied in accordance with Section 2.06(b) (i) (A), at the option of the Company, and so long as no Event of Default shall have occurred and be continuing, the Company may reinvest all or any portion of such Net Cash Proceeds in the acquisition, improvement or maintenance of assets useful in the operations of the Restricted Companies (1) in the case of any Net Cash Proceeds received with respect to any Disposition, within (x) 12 months following receipt of such Net Cash Proceeds or (y) if the Company enters into a contract to reinvest such Net Cash Proceeds within such 12 month period following receipt thereof, 18 months following receipt of such Net Cash Proceeds and (2) in the case of any Net Cash Proceeds received with respect to any Casualty Event, within (x) 24 months following receipt of such Net Cash Proceeds or (y) if the Company enters into a contract to reinvest such Net Cash Proceeds within such 24 month period following receipt thereof, 30 months following receipt of such Net Cash Proceeds; provided that if

any Net Cash Proceeds are no longer intended to be so reinvested at any time after delivery of a notice of reinvestment election or are not so reinvested during (I) in the case of any such Disposition, such 12 month period or 18 month period, as applicable and (II) in the case of any such Casualty Event, such 24 month period or 30 month period, as applicable, an amount equal to any such Net Cash Proceeds shall be immediately applied to the prepayment of the Term Loans as set forth in this Section 2.06.

(ii) If any Restricted Company incurs or issues any Indebtedness not expressly permitted to be incurred or issued pursuant to Section 7.03, the Company shall cause to be prepaid an aggregate principal amount of Term Loans in an amount equal to 100% of all Net Cash Proceeds received therefrom on or prior to the date which is five Business Days after the receipt of such Net Cash Proceeds.

(iii) Each prepayment of Term Loans pursuant to this Section 2.06(b) shall be applied in direct order of maturities to the principal repayment installments of the Term Loans that are due after the date of such prepayment. Each such prepayment shall be paid to the Lenders in accordance with their respective Pro Rata Shares.

(iv) The Borrowers shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to clauses (i) and (ii) of this Section 2.06(b) at least (A) in the case of the prepayment of Term Loans which are Base Rate Loans, three Business Days and (B) in the case of prepayments of Term Loans which are Eurocurrency Rate Loans, five Business Days, in each case prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Appropriate Lender of the contents of the Borrowers' prepayment notice and of such Appropriate Lender's Pro Rata Share of the prepayment.

(v) If the Administrative Agent notifies the Company at any time that the Total Revolving Outstandings at such time exceed an amount equal to 105% of the Aggregate Revolving Credit Commitments then in effect, then, within five Business Days after receipt of such notice, the Borrowers shall prepay Loans and/or Cash Collateralize the L/C Obligations in an aggregate amount sufficient to reduce the Total Revolving Outstandings as of such date of payment to an amount not to exceed 100% of the Aggregate Revolving Credit Commitments then in effect (provided that in the case of any Eurocurrency Rate Loan, if the Borrowers deposit in an escrow account on terms satisfactory to the Administrative Agent an amount (the "ESCROWED AMOUNT") for the prepayment of such Eurocurrency Rate Loan on the last day of then next-expiring Interest Period for such Eurocurrency Rate Loan, the Total Revolving Outstandings shall be deemed to be reduced by an amount equal to the Escrowed Amount for purposes of this Section 2.06(b)(v), it being agreed and understood that interest in respect of any Escrowed Amount shall continue to accrue thereon at the rate provided hereunder for the Eurocurrency Rate Loan which such Escrowed Amount is intended to repay until such Escrowed Amount shall have been used in full to repay such Eurocurrency Rate Loan)

(c) Funding Losses, Etc. All prepayments under this Section 2.06 shall be made together with, in the case of any such prepayment of a Eurocurrency Rate Loan on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such Eurocurrency Rate Loan pursuant to Section 3.07. Notwithstanding any of the other provisions of Section 2.06(b), so long as no Event of Default shall have occurred and be continuing, if any prepayment of Eurocurrency Rate Loans is required to be made under Section 2.06(b), other than on the last day of the Interest Period therefor, the Company may, in its sole discretion, deposit the amount of any such prepayment otherwise required to be made thereunder into a Cash Collateral Account until the last day of such Interest Period, at which time the Administrative Agent shall be authorized (without any further action by or notice to or from the Company or any other Loan Party) to apply such amount to the prepayment of such Loans in accordance with Section 2.06(b). Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall also be authorized (without any further action by or notice to or from the Company or any other Loan Party) to apply such amount to the prepayment of the outstanding Loans in accordance with Section 2.06(b).

Section 2.07. Termination or Reduction of Commitments. (a) Optional. The Company may, upon written notice to the Administrative Agent, terminate the Aggregate Revolving Credit Commitments, or from time to time permanently reduce the Aggregate Revolving Credit Commitments of any Tranche; provided that (i) any such notice shall be received by the Administrative Agent one Business Day prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount (A) of \$500,000 or any whole multiple of \$100,000 in excess thereof or (B) equal to the Aggregate Revolving Credit Commitments of such Tranche at such time, (iii) if, after giving effect to any reduction of the Aggregate Revolving Credit Commitments, (A) the Letter of Credit Sublimit, the Swing Line Sublimit, the US Dollar Revolving Credit Facility or the Multicurrency Revolving Credit Facility exceeds the amount of the Aggregate Revolving Credit Commitments, such sublimit or facility commitments shall be automatically reduced by the amount of such excess. Notwithstanding the foregoing, the Company may rescind or postpone any notice of termination of the Aggregate Revolving Credit Commitments if such termination would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or otherwise shall be delayed.

(b) Mandatory. Subject to Section 2.16, the Term Commitment of each Term Lender shall be automatically and permanently reduced to \$0 on the Closing Date upon the funding of the Term Loans in accordance with Section 2.01. The Revolving Credit Commitments shall be automatically and permanently reduced to \$0 on the Maturity Date.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of unused portions of the Letter of Credit Sublimit or the Swing Line Sublimit or the unused Commitments of any Class or Tranche under this Section 2.07. Upon any reduction of unused Commitments of any Class or Tranche, the Commitment of each Lender of such Class or Tranche shall be reduced by such Lender's Pro Rata Share of the amount by which such Commitments are reduced (other than the termination of the Commitment of any Lender as provided in Section 3.09). All facility fees accrued until the effective date of any termination of the Revolving Credit Commitments shall be paid on the effective date of such termination.

Section 2.08. Repayment of Loans. (a) Term Loans. The Company shall repay to the Administrative Agent for the ratable account of the Term Lenders the aggregate principal amount of all Term Loans outstanding in quarterly installments as follows (which installments shall be (i) reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.06(b)(iii) and (ii) increased by an amount equal to (x) in the case of each installment other than the installment payable on the Maturity Date, an amount equal to the applicable quarterly installment amount of any Additional Term Loans made pursuant to Section 2.16 as additional Term Loans and (y) in the case of the installment payable on the Maturity Date, an amount equal to the remainder of the aggregate principal amount of any such Additional Term Loans made as additional Term Loans), each such payment to be made on or prior to the date specified below:

PAYMENT DATE -----	AGGREGATE TERM LOAN PRINCIPAL AMORTIZATION PAYMENT -----
March 31, 2007	\$ 13,125,000
June 30, 2007	\$ 13,125,000
September 30, 2007	\$ 13,125,000
December 31, 2007	\$ 13,125,000
March 31, 2008	\$ 13,125,000
June 30, 2008	\$ 13,125,000
September 30, 2008	\$ 13,125,000
December 31, 2008	\$ 13,125,000
March 31, 2009	\$ 26,250,000
June 30, 2009	\$ 26,250,000
September 30, 2009	\$ 26,250,000
December 31, 2009	\$ 26,250,000
March 31, 2010	\$ 52,500,000
June 30, 2010	\$ 52,500,000
September 30, 2010	\$ 52,500,000
December 31, 2010	\$ 52,500,000
March 31, 2011	\$ 52,500,000
June 30, 2011	\$ 52,500,000
September 30, 2011	\$ 52,500,000
Maturity Date	\$ 1,522,500,000

provided that the final principal repayment installment of the Term Loans shall be repaid on the Maturity Date and in any event shall be in an amount equal to the aggregate principal amount of all Term Loans outstanding on such date.

(b) Revolving Credit Loans. Each Borrower shall repay to the Administrative Agent for the ratable account of the applicable Revolving Credit Lenders on the Maturity Date the aggregate principal amount of all of its Revolving Credit Loans outstanding on such date.

(c) The Company shall repay each Bid Loan on the last day of the Interest Period in respect thereof.

(d) Swing Line Loans. The Company shall repay its Swing Line Loans on the earlier to occur of (i) the date ten (10) Business Days after such Loan is made and (ii) the Maturity Date.

Section 2.09. Interest. (a) Subject to the provisions of Section 2.09(b), (i) each Eurocurrency Rate Committed Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurocurrency Rate for such Interest Period plus the Applicable Margin plus (in the case of a Eurocurrency Rate Loan of any Lender which is lent from a Lending Office in the United Kingdom or a Participating Member State) the Mandatory Cost, (ii) each Committed Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin, (iii) each Bid Loan shall bear interest on the outstanding principal amount thereof for the Interest Period therefor at a rate per annum equal to the Eurocurrency Rate for such Interest Period plus (or minus) the Eurocurrency Bid Margin, or at the Absolute Rate for such Interest Period, as the case may be, and (iv) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Federal Funds Rate plus the Applicable Margin for Eurocurrency Rate Revolving Credit Loans, or at such other rates as may be agreed between the Company and the Swing Line Lenders.

(b) While any Event of Default set forth in Section 8.01(a) or (f) exists (but, in the case of any Event of Default set forth in Section 8.01(a), only upon the election of the Administrative Agent or the Required Lenders), the Borrowers shall pay interest on all overdue Obligations hereunder (regarding which all applicable grace periods set forth in Section 8.01 have expired) at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.10. Fees. In addition to certain fees described in Sections 2.04(i) and (j):

(a) Facility Fee. The Borrowers shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Pro Rata Share, a facility fee in Dollars equal to the Applicable Margin times the actual daily amount of the Aggregate Revolving Credit Commitments (or, if the Aggregate Revolving Credit Commitments have terminated, on the Outstanding Amount of all Committed Loans, Swing Line Loans and L/C Obligations), regardless of usage. The facility fee shall accrue at all times from the date hereof until the date on which the Aggregate Revolving Credit Commitments have terminated, the Outstanding Amounts on all Committed Loans and Swing Line Loans have been paid and the Outstanding Amounts on all L/C Obligations have been paid or Cash Collateralized (the "TERMINATION DATE"), including at any time during which one or more of the conditions in Article 4 is not met, and shall be due and payable quarterly in

arrears on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the Termination Date. The facility fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Margin during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Margin separately for each period during such quarter that such Applicable Margin was in effect.

(b) Other Fees. The Borrowers shall pay to the Agents such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

Section 2.11. Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by JPMCB's "prime rate" shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year), or, in the case of interest in respect of Committed Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, in accordance with such market practice. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.13(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.12. Evidence of Indebtedness. (a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, acting solely for purposes of Treasury Regulation Section 5f.103-1(c), as agent for the Borrowers, in each case in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be prima facie evidence absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender to a Borrower made through the Administrative Agent, such Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note payable to such Lender, which shall evidence such Lender's Loans to such Borrower in addition to such accounts or records. Each Lender may attach schedules to a Note and endorse thereon the date, Type (if applicable), amount, currency and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.12(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records and, in the case of the Administrative Agent, entries in the Register, evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative

Agent shall control in the absence of manifest error.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.12(a) and (b), and by each Lender in its account or accounts pursuant to Section 2.12(a) and (b), shall be prima facie evidence of the amount of principal and interest due and payable or to become due and payable from the Borrowers to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement and the other Loan Documents, absent manifest error; provided that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrowers under this Agreement and the other Loan Documents.

Section 2.13. Payments Generally. (a) All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein and except with respect to principal of and interest on Loans denominated in an Alternative Currency, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m. (or, in the case of Section 2.06(a)(iii), 3:00 p.m.) on the date specified herein. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder with respect to principal and interest on Loans denominated in an Alternative Currency shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in such Alternative Currency and in Same Day Funds not later than the Applicable Time specified by the Administrative Agent on the dates specified herein. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments due under this Agreement be made in the United States. If, for any reason, any Borrower is prohibited by any Law from making any required payment hereunder in an Alternative Currency, such Borrower shall make such payment in Dollars in the Dollar Equivalent of the Alternative Currency payment amount. The Administrative Agent will promptly distribute to each Lender its Pro Rata Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent (i) after 2:00 p.m. (or, in the case of Section 2.06(a)(iii), 3:00 p.m.), in the case of payments in Dollars, or (ii) after the Applicable Time specified by the Administrative Agent in the case of payments in an Alternative Currency, shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by any Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) Unless a Borrower or any Lender has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that such Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that such Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make

available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if a Borrower failed to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in Same Day Funds at the Overnight Rate; and

(ii) if any Lender failed to make such payment with respect to any Committed Borrowing, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in Same Day Funds together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the relevant Borrower to the date such amount is recovered by the Administrative Agent (the "COMPENSATION PERIOD") at a rate per annum equal to the Overnight Rate. When such Lender makes payment to the Administrative Agent (together with all accrued interest thereon), then such payment amount (excluding the amount of any interest which may have accrued and been paid in respect of such late payment) shall constitute such Lender's Committed Loan included in the applicable Committed Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrowers, and the Borrowers shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Committed Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrowers may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or a Borrower with respect to any amount owing under this Section 2.13(b) shall be conclusive, absent manifest error.

(c) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article 2, and such funds are not made available to the relevant Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article 4 are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) The obligations of the Lenders hereunder to make Committed Loans and to fund participations in Letters of Credit and Swing Line Loans are several and not joint. The failure of any Lender to make any Committed Loan or to fund any such participation on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan or purchase its participation.

(e) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.03. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Pro Rata Share of the sum of (i) the Outstanding Amount of all Loans outstanding at such time and (ii) the Outstanding Amount of all L/C Obligations outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

Section 2.14. Sharing of Payments. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Committed Loans made by them and/or such subparticipations in the participations in L/C Obligations or Swing Line Loans held by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Committed Loans or such participations, as the case may be, pro rata with each of them; provided that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. The Borrowers agree that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of setoff, but subject to Section 11.10) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.14 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.14 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under

this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

Section 2.15. Designated Borrowers.

(a) The Company may at any time, upon not less than ten (10) Business Days' notice from the Company to the Administrative Agent (or such shorter period as may be agreed by the Administrative Agent in its sole discretion), designate any Restricted Subsidiary of the Company (an "APPLICANT BORROWER") as a Designated Borrower to receive Revolving Credit Loans hereunder that are denominated in an Alternative Currency by delivering to the Administrative Agent (which shall promptly deliver counterparts thereof to each Lender) a duly executed notice and agreement in substantially the form of Exhibit H (a "DESIGNATED BORROWER REQUEST AND ASSUMPTION AGREEMENT"). The parties hereto acknowledge and agree that prior to any Applicant Borrower becoming entitled to utilize the credit facilities provided for herein the Administrative Agent and the Lenders shall have received such supporting resolutions, incumbency certificates, opinions of counsel and other documents or information, in form, content and scope reasonably satisfactory to the Administrative Agent, as may be required by the Administrative Agent or the Required Lenders in their sole discretion, and Notes signed by such new Borrowers to the extent any Lenders so require. Promptly following receipt of all such requested resolutions, incumbency certificates, opinions of counsel and other documents or information, the Administrative Agent shall send a notice in substantially the form of Exhibit I (a "DESIGNATED BORROWER NOTICE") to the Company and the Lenders specifying the effective date upon which the Applicant Borrower shall constitute a Designated Borrower for purposes hereof, whereupon each of the Lenders agrees to permit such Designated Borrower to receive Revolving Credit Loans hereunder that are denominated in an Alternative Currency, on the terms and conditions set forth herein; provided that no Committed Loan Notice or Letter of Credit Application may be submitted by or on behalf of such Designated Borrower until the date that is five Business Days after such effective date.

(b) The Obligations of the Company and each Designated Borrower that is a Domestic Subsidiary shall be joint and several in nature. The Obligations of all Designated Borrowers that are Foreign Subsidiaries shall be several in nature.

(c) Each Restricted Subsidiary of the Company that becomes a "Designated Borrower" pursuant to this Section 2.15 hereby irrevocably appoints the Company as its agent for all purposes relevant to this Agreement and each of the other Loan Documents, including (i) the giving and receipt of notices (including as agent for service of process), (ii) the execution and delivery of all documents, instruments and certificates contemplated herein and all modifications hereto, and (iii) the receipt of the proceeds of any Loans made by the Lenders to any such Designated Borrower hereunder. Any acknowledgment, consent, direction, certification or other action which might otherwise be valid or effective only if given or taken by all Borrowers, or by each Borrower acting singly, shall be valid and effective if given or taken only by the Company, whether or not any such other Borrower joins therein. Any notice, demand, consent, acknowledgement, direction, certification or other communication delivered to the Company in accordance with the terms of this Agreement shall be deemed to have been delivered to each Designated Borrower.

(d) The Company may from time to time, upon not less than ten (10) Business Days' notice from the Company to the Administrative Agent (or such shorter period as may be agreed by the Administrative Agent in its sole discretion), terminate a Designated Borrower's status as such, provided that there are no outstanding Loans or L/C Obligations payable by such Designated Borrower, or other amounts payable by such Designated Borrower on account of any Loans or Letters of Credit made to it, as of the effective date of such termination. The Administrative Agent will promptly notify the Lenders of any such termination of a Designated Borrower's status.

(e) Notwithstanding anything to the contrary herein, the status of any Subsidiary as a Designated Borrower shall terminate immediately if, at any time, the Company and such Subsidiary are not able to make any of the representations set forth below with respect to such Subsidiary at such time (the occurrence of such situation with respect to such Subsidiary, a "SPECIFIED REPRESENTATION DEFAULT"):

(i) Such Designated Borrower is subject to civil and commercial Laws with respect to its obligations under this Agreement and the other Loan Documents to which it is a party (collectively as to such Designated Borrower, the "APPLICABLE DESIGNATED BORROWER DOCUMENTS"), and the execution, delivery and performance by such Designated Borrower of the Applicable Designated Borrower Documents constitute and will constitute private and commercial acts and not public or governmental acts. Neither such Designated Borrower nor any of its property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the jurisdiction in which such Designated Borrower is organized and existing in respect of its obligations under the Applicable Designated Borrower Documents.

(ii) The Applicable Designated Borrower Documents are in proper legal form under the Laws of the jurisdiction in which such Designated Borrower is organized and existing for the enforcement thereof against such Designated Borrower under the Laws of such jurisdiction, and to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Designated Borrower Documents.

(iii) It is not necessary to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Designated Borrower Documents that the Applicable Designated Borrower Documents be filed, registered or recorded with, or executed or notarized before, any court or other authority in the jurisdiction in which such Designated Borrower is organized and existing or that any registration charge or stamp or similar tax be paid on or in respect of the Applicable Designated Borrower Documents or any other document, except for (i) any such filing, registration, recording, execution or notarization as has been made or is not required to be made until the Applicable Designated Borrower Document or any other document is sought to be enforced and (ii) any charge or tax as has been timely paid.

(iv) There is no tax, levy, impost, duty, fee, assessment or other governmental charge, or any deduction or withholding, imposed by any Governmental Authority in or of the jurisdiction in which such Designated Borrower is organized and existing either (i)

on or by virtue of the execution or delivery of the Applicable Designated Borrower Documents or (ii) on any payment to be made by such Designated Borrower pursuant to the Applicable Designated Borrower Documents, except as has been disclosed to the Administrative Agent.

(v) The execution, delivery and performance of the Applicable Designated Borrower Documents executed by such Designated Borrower are, under applicable foreign exchange control regulations of the jurisdiction in which such Designated Borrower is organized and existing, not subject to any notification or authorization except (i) such as have been made or obtained or (ii) such as cannot be made or obtained until a later date (provided that any notification or authorization described in clause (ii) shall be made or obtained as soon as is reasonably practicable).

The Company agrees to give prompt notice to the Administrative Agent of any Specified Representation Default with respect to any Subsidiary that is a Designated Borrower, and within the later of (x) five (5) Business Days after the occurrence of such Specified Representation Default or (y) in the case of Eurocurrency Rate Loans, the ending date of the applicable Interest Period, such Subsidiary shall pay in full the unpaid principal of and interest on all its outstanding Loans and Cash Collateralize the then Outstanding Amount of all its L/C Obligations (in an amount equal to the then Outstanding Amount thereof), failing which the Company shall forthwith make such payments and post such Cash Collateral pursuant to its guarantee thereof set forth in Article 10. Nothing in this Section 2.15(e) shall limit or otherwise affect the Guarantor Parties' obligations under Article 10.

Section 2.16. Increase in Commitments. (a) Upon notice to the Administrative Agent (which shall promptly notify the Lenders), at any time after the Closing Date, the Company may on up to ten different occasions request additional Term Commitments and/or additional Revolving Credit Commitments; provided that (i) after giving effect to any such addition, the aggregate amount of all additional Term Commitments and additional Revolving Credit Commitments that have been added pursuant to this Section 2.16 shall not exceed \$600,000,000, and (ii) any such addition shall be in an aggregate amount of \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof.

(b) Any loans made in respect of any such additional Term Commitments (the "ADDITIONAL TERM LOANS") may be made, at the option of the Company, either by (i) increasing the Term Loans with the same terms (including pricing) as the existing Term Loans, or (ii) creating a new tranche of terms loans (an "ADDITIONAL TERM LOAN TRANCHE"); provided that any Additional Term Loan Tranche (A) shall not mature prior to the stated Maturity Date and (B) the Weighted Average Life to Maturity of any Additional Term Loan Tranche shall be no less than the Weighted Average Life to Maturity of the Term Loans.

(c) Any such additional Revolving Credit Commitments (the "ADDITIONAL REVOLVING CREDIT COMMITMENTS") may be made, at the option of the Company, by either (i) increasing the US Dollar Revolving Credit Commitments or the Multicurrency Revolving Credit Commitments with the same terms (including pricing and currency) as the existing US Dollar Revolving Credit Commitments or Multicurrency Revolving Credit Commitments, as the case may be or (ii) creating a new tranche of the Multicurrency Revolving Credit Facility with the Additional

Revolving Credit Commitments of Lenders willing to fund in an Additional Alternative Currency pursuant to which Multicurrency Revolving Credit Loans under such new tranche may be denominated in such Additional Alternative Currency.

(d) At the time of the sending of notice requesting additional Term Commitments and/or additional Revolving Credit Commitments, the Company (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders). Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to provide an additional Term Commitment or Revolving Credit Commitment, as applicable, and, if so, whether by an amount equal to, greater than, or less than its Pro Rata Share of such requested increase (which shall be calculated on the basis of the amount of the funded and unfunded exposure under all the Facilities held by each Lender). Any Lender not responding within such time period shall be deemed to have declined to provide an additional Term Commitment or Revolving Credit Commitment, as applicable. The Administrative Agent shall notify the Company and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase, the Company may also invite additional Eligible Assignees to become Term Lenders or Revolving Credit Lenders, as applicable, pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(e) If any Term Commitments or Revolving Credit Commitments are added in accordance with this Section 2.16, the Administrative Agent and the Company shall determine the effective date (the "ADDITIONAL COMMITMENTS EFFECTIVE DATE") and the final allocation of such addition. The Administrative Agent shall promptly notify the Company and the Lenders of the final allocation of such addition and the Additional Commitments Effective Date. As a condition precedent to such addition, the Company shall deliver to the Administrative Agent a certificate of the Company dated as of the Additional Commitments Effective Date signed by a Responsible Officer of the Company certifying that, before and after giving effect to such increase, (i) the representations and warranties contained in Article 5 and the other Loan Documents are true and correct in all material respects on and as of the Additional Commitments Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.16(e), the representations and warranties contained in Section 5.05(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01, and (ii) no Default exists before or after giving effect to such addition.

(f) On each Additional Commitments Effective Date, (i) each Lender or Eligible Assignee which is providing an additional Term Commitment (A) shall become a "Term Lender" for all purposes of this Agreement and the other Loan Documents, and (B) shall make an Additional Term Loan to the Company in a principal amount equal to such additional Term Commitment, and such Additional Term Loan shall be a "Term Loan" for all purposes of this Agreement and the other Loan Documents (except that the interest rate applicable to any Additional Term Loan under an Additional Term Loan Tranche may be as agreed by the Company and the applicable Lenders providing the additional Term Commitments) and (ii) each Lender or Eligible Assignee which is providing an additional Revolving Credit Commitment

shall become a "Revolving Credit Lender" for all purposes of this Agreement and the other Loan Documents with a Revolving Credit Commitment that is increased by (in the case of an existing Revolving Credit Lender) or equal to (in the case of a new Revolving Credit Lender) such additional Revolving Credit Commitment.

ARTICLE 3  
TAXES, INCREASED COSTS AND ILLEGALITY

Section 3.01. Taxes. (a) Except as provided in this Section 3.01, any and all payments by any Borrower to or for the account of any Agent or any Lender under any Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities (including additions to tax, penalties and interest) with respect thereto, excluding, in the case of each Agent and each Lender, taxes imposed on or measured by its net income or overall gross income (including branch profits), and franchise (and similar) taxes imposed on it in lieu of net income taxes, by the jurisdiction (or any political subdivision thereof) under the Laws of which such Agent or such Lender, as the case may be, is organized, is (or was, during the relevant period) doing business or maintains a Lending Office, and all liabilities (including additions to tax, penalties and interest) with respect thereto (all such non-excluded taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and liabilities being hereinafter referred to as "TAXES"). Notwithstanding anything to the contrary contained herein, any withholding tax imposed at any time on payments made by or on behalf of a Designated Borrower to any Lender hereunder or under any other Loan Document shall be deemed to be Taxes hereunder so long as such Lender shall have complied with Section 11.16.

(b) If any Borrower shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document to any Agent or any Lender, (i) except to the extent provided in Sections 3.01(e) and 3.01(f) below, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01), each of such Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Borrower shall make such deductions, (iii) such Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws, and (iv) within 30 days after the date of such payment, such Borrower shall furnish to such Agent or Lender (as the case may be) the original or a certified copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent.

(c) Each Borrower also agrees to pay any and all present or future stamp, court or documentary taxes and any other excise, property, intangible or mortgage recording taxes or charges or similar levies which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (hereinafter referred to as "OTHER TAXES").

(d) Each Borrower agrees to indemnify each Agent and each Lender for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by

any jurisdiction on amounts payable under this Section 3.01) paid by such Agent and such Lender, and (ii) any liability (including additions to tax, penalties, interest and expenses) arising therefrom or with respect thereto, in each case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided such Agent or Lender, as the case may be, provides such Borrower with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts. Payment under this Section 3.01(d) shall be made within 30 days after the date such Lender or such Agent makes a demand therefor.

(e) No Borrower shall be required pursuant to this Section 3.01 to pay any additional amount to, or to indemnify, any Lender or Agent, as the case may be, to the extent that such Lender or such Agent becomes subject to Taxes subsequent to the Closing Date (or, if later, the date such Lender or Agent becomes a party to this Agreement) as a result of a change in the place of organization of such Lender or Agent or a change in the Lending Office of such Lender, except to the extent that any such change is requested or required in writing by any Borrower (and provided that nothing in this clause (e) shall be construed as relieving any Borrower from any obligation to make such payments or indemnification in the event of a change in Lending Office or place of organization that precedes a change in Law to the extent such Taxes result from a change in Law).

(f) If a Lender or an Agent is subject to United States withholding tax at a rate in excess of zero percent at the time such Lender or such Agent, as the case may be, first becomes a party to this Agreement, withholding tax at such rate shall be considered excluded from Taxes unless and until such Lender or Agent, as the case may be, provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such forms; provided that, if at the date of the Assignment and Assumption pursuant to which a Lender becomes a party to this Agreement, the Lender assignor was entitled to payments under clause (a) of this Section 3.01 in respect of United States withholding tax with respect to interest paid at such date, then, to such extent, the term Taxes shall include (in addition to withholding taxes that may be imposed in the future or other amounts otherwise includable in Taxes) United States withholding tax, if any, applicable with respect to the Lender assignee on such date.

(g) If any Lender or Agent shall become aware that it is entitled to receive a refund in respect of amounts paid by any Borrower pursuant to this Section 3.01, which refund in the good faith judgment of such Lender or Agent is allocable to such payment, it shall promptly notify such Borrower of the availability of such refund and shall, within 30 days after the receipt of a request by such Borrower, apply for such refund; provided that in the sole reasonable judgment of the Lender or Agent, applying for such refund would not be disadvantageous to it.

(h) If any Lender or Agent receives a refund in respect of any Taxes or Other Taxes as to which indemnification or additional amounts have been paid to it by a Borrower pursuant to this Section 3.01, it shall promptly remit such refund (including any interest included in such refund) to such Borrower (to the extent that it determines that it can do so without prejudice to the retention of the refund), net of all out-of-pocket expenses of the Lender or Agent, as the case may be; provided that the relevant Borrower, upon the request of the Lender or Agent, as the case may be, agrees promptly to return such refund to such party in the event such party is

required to repay such refund to the relevant taxing authority. Such Lender or Agent, as the case may be, shall, at such Borrower's request, provide such Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant taxing authority; provided that such Lender or Agent may delete any information therein that such Lender or Agent deems confidential.

(i) Nothing in this Section 3.01 shall interfere with the right of a Lender or Agent to arrange its tax affairs in whatever manner it thinks fit nor oblige any Lender or Agent to claim any tax refund or to disclose any information relating to its tax affairs or any computations in respect thereof or require any Lender or Agent to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

Section 3.02. Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Eurocurrency Rate Loans (whether denominated in Dollars or an Alternative Currency), or to determine or charge interest rates based upon the Eurocurrency Rate, then, on notice thereof by such Lender to the Borrowers through the Administrative Agent, any obligation of such Lender to make or continue Eurocurrency Rate Loans in the affected currency or currencies or, in the case of Eurocurrency Rate Loans in Dollars, to convert Base Rate Committed Loans to Eurocurrency Rate Loans, shall be suspended until such Lender notifies the Administrative Agent and the Company that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable and such Loans are denominated in Dollars, convert all Eurocurrency Rate Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurocurrency Rate Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

Section 3.03. Inability to Determine Rates. If the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan (whether denominated in Dollars or an Alternative Currency), or that the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, or that deposits (whether in Dollars or an Alternative Currency) are not being offered to banks in the applicable offshore interbank market for such currency for the applicable amount and Interest Period of such Eurocurrency Rate Loan, the Administrative Agent will promptly so notify the Borrowers and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurocurrency Rate Loans in the affected currency or currencies shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Company may revoke any pending request for a Borrowing of, conversion to or continuation of Eurocurrency Rate Committed Loans in the affected currency or currencies or, failing that,

will be deemed to have converted such request into a request for a Committed Borrowing of Base Rate Loans in the amount specified therein.

Section 3.04. Increased Cost and Reduced Return. If any Lender determines that as a result of the introduction of or any change in or in the interpretation of any Law, in each case after the date hereof, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining Eurocurrency Rate Loans or (as the case may be) issuing or participating in Letters of Credit, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this Section 3.04 any such increased costs or reduction in amount resulting from (i) Taxes or Other Taxes (as to which Section 3.01 and Section 11.16 shall govern), (ii) changes in the basis of taxation of overall net income or overall gross income (including branch profits), and franchise (and similar) taxes imposed in lieu of net income taxes, by the United States or any foreign jurisdiction or any political subdivision of either thereof under the Laws of which such Lender is organized, is doing business or maintains a Lending Office, (iii) reserve requirements contemplated by Section 3.06 and (iv) the requirements of the Bank of England and the Financial Services Authority or the European Central Bank reflected in the Mandatory Cost to the extent the Mandatory Cost, as calculated hereunder, is sufficient to cover the cost to the applicable Lender of complying with the requirements of the Bank of England and/or the Financial Services Authority or the European Central Bank in relation to its making, funding or maintaining Eurocurrency Rate Loans), then from time to time within 30 days following written demand of such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.08), the Company shall pay (or cause the applicable Designated Borrower to pay) to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

Section 3.05. Capital Adequacy. If any Lender determines that the introduction of any Law regarding capital adequacy or any change therein or in the interpretation thereof, in each case after the date hereof, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any Person controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration such Lender's policies with respect to capital adequacy and desired return on capital), then from time to time within 30 days following written demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.08), the Company shall pay (or cause the applicable Designated Borrower to pay) to such Lender such additional amounts as will compensate such Lender for such reduction.

Section 3.06. Reserves on Eurocurrency Rate Loans. (a) If any Lender is required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), the Company shall pay (or cause the applicable Designated Borrower to pay) to such Lender additional interest on the unpaid principal amount of each Eurocurrency Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of manifest error).

(b) If any Lender is required to comply with any reserve ratio requirement or analogous requirement of any other Governmental Authority imposed in respect of the maintenance of the Commitments or the funding of the Eurocurrency Rate Loans, the Company shall pay (or cause the applicable Designated Borrower to pay) such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such Loan. Any Lender requesting payment from any Borrower under Section 3.06(a) or (b) shall give such Borrower at least fifteen days' prior notice (with a copy to the Administrative Agent). If a Lender fails to give notice fifteen days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable fifteen days from receipt of such notice.

Section 3.07. Funding Losses. Upon demand of any Lender (with a copy to the Administrative Agent), the Company shall promptly compensate (or cause the applicable Designated Borrower to compensate) such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by any Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Company or the applicable Designated Borrower; or

(c) any failure by any Borrower to make payment of any Loan or drawing under any Letter of Credit (or interest due thereon) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency;

including any loss or expense arising from the liquidation or reemployment of funds obtained by such Lender to maintain such Loan, any foreign exchange losses or from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract.

For purposes of calculating amounts payable by the Company (or the applicable Designated Borrower) to any Lender under this Section 3.07, such Lender shall be deemed to have funded each Eurocurrency Rate Committed Loan made by it at the Eurocurrency Rate for such Loan by a matching deposit or other borrowing in the offshore interbank market for such currency for a comparable amount and for a comparable period, whether or not such Eurocurrency Rate Committed Loan was in fact so funded.

Section 3.08. Matters Applicable to All Requests for Compensation. (a) Any Agent or any Lender claiming compensation under this Article 3 shall deliver a certificate to the Company contemporaneously with the demand for payment setting forth in reasonable detail a calculation of the additional amount or amounts to be paid to it hereunder which shall be conclusive in the

absence of manifest error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under any of Sections 3.01 through Section 3.07, no Borrower shall be required to compensate such Lender for any amount incurred more than 180 days prior to the date that such Lender notifies the relevant Borrower of the event that gives rise to such claim; provided that, if the circumstance giving rise to such increased cost or reduction is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Lender requests compensation from any Borrower under any of Sections 3.04 through 3.06, such Borrower may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue from one Interest Period to another Eurocurrency Rate Loans, or to convert Base Rate Loans into Eurocurrency Rate Loans, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.08(c) shall be applicable); provided that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(c) If the obligation of any Lender to make or continue from one Interest Period to another any Eurocurrency Rate Loan (or to convert Base Rate Loans into Eurocurrency Rate Loans) shall be suspended pursuant to Section 3.08(b) hereof, such Lender's Eurocurrency Rate Loans shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such Eurocurrency Rate Loans (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Sections 3.01 through 3.06 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's Eurocurrency Rate Loans have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Eurocurrency Rate Loans shall be applied instead to its Base Rate Loans; and

(ii) all Loans that would otherwise be made or continued from one Interest Period to another by such Lender as Eurocurrency Rate Loans shall be made or continued instead as Base Rate Loans, and all Base Rate Loans of such Lender that would otherwise be converted into Eurocurrency Rate Loans shall remain as Base Rate Loans.

(d) If any Lender gives notice to any Borrower (with a copy to the Administrative Agent) that the circumstances specified in any of Sections 3.01 through 3.06 that gave rise to the conversion of such Lender's Eurocurrency Rate Loans pursuant to this Section 3.08 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Eurocurrency Rate Loans made by other Lenders are outstanding, such Lender's Base Rate Loans shall be automatically converted, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Eurocurrency Rate Loans, to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding Eurocurrency Rate Loans and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Commitments.

(e) Each Lender agrees that (i) upon the occurrence of any event giving rise to the operation of Section 3.01(b) or (d) with respect to such Lender it will, if requested by any Borrower, use commercially reasonable efforts (subject to such Lender's internal policies and any legal or regulatory restrictions) to avoid the consequences of such event, including to designate another Lending Office for any Loan or Letter of Credit affected by such event and (ii) if any Lender (A) requests compensation under any of Sections 3.04 through 3.06, or (B) notifies any Borrower that it has determined that it is unlawful for its applicable Lending Office to make, maintain or fund Eurocurrency Rate Loans, or to determine or charge interest rates based upon the Eurocurrency Rate, then such Lender will, if requested by such Borrower, use commercially reasonable efforts to designate another Lending Office for any Loan or Letter of Credit affected by such event; provided that in each case, such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its Lending Office(s) to suffer no material economic, legal or regulatory disadvantage, and provided further that nothing in this Section 3.08(e) shall affect or postpone any of the Obligations of any Borrower or the rights of such Lender pursuant to Section 3.01(b) or (d), 3.02 or 3.04 through 3.06.

Section 3.09. Replacement of Lenders Under Certain Circumstances. (a) If at any time:

(i) any Borrower becomes obligated to pay additional amounts or indemnity payments described in Section 3.01 or Sections 3.04 through 3.06, as a result of any condition described in such Sections or any Lender ceases to make Eurocurrency Rate Loans as a result of any condition described in Section 3.02 or Sections 3.04 through 3.06,

(ii) any Lender becomes a Defaulting Lender or

(iii) any Lender becomes a "Non-Consenting Lender" (as defined below in this Section 3.09),

then the Company may, on ten Business Days' prior written notice to the Administrative Agent and such Lender, either:

(iv) replace such Lender by causing such Lender to (and such Lender shall be obligated to) assign 100% of its relevant Commitments and the principal of its relevant outstanding Loans plus any accrued and unpaid interest pursuant to Section 11.07(d) (with the assignment fee to be paid by such Borrower unless waived by the Administrative Agent in such instance) all of its relevant rights and obligations under this Agreement to one or more Eligible Assignees; provided that (A) the replacement Lender shall agree to the consent, waiver or amendment to which the Non-Consenting Lender did not agree and (B) neither the Administrative Agent nor any Lender shall have any obligation to any Borrower to find a replacement Lender or other such Person or

(v) terminate the Commitment of such Lender and repay all obligations of the Borrowers owing to such Lender relating to the Loans and participations held by such Lender as of such termination date.

(b) Any Lender being replaced pursuant to Section 3.09(a) above shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans and participations in L/C Obligations and Swing Line Loans, and (ii) deliver any Notes evidencing such Loans to the relevant Borrower or the Administrative Agent.

(c) Pursuant to an Assignment and Assumption arising by operation of Section 3.09(b), (i) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Commitment and outstanding Loans and participations in L/C Obligations and Swing Line Loans, (ii) all obligations of each Borrower owing to the assigning Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender to such assigning Lender concurrently with the execution of such Assignment and Assumption and (iii) upon such payment and, if so requested by the assignee Lender, delivery to the assignee Lender of the appropriate Note or Notes executed by each relevant Borrower, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to be a Lender hereunder with respect to such assigned Loans, Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender.

(d) Notwithstanding anything to the contrary, (i) any Lender that acts as L/C Issuer may not be replaced by operation of this Section 3.09 at any time that it has any Letter of Credit outstanding unless arrangements reasonably satisfactory to such L/C Issuer (including the furnishing of a back-up standby letter of credit in form and substance, and issued by an issuer reasonably satisfactory to such L/C Issuer or the depositing of cash collateral into a Cash Collateral Account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Issuer) have been made with respect to such outstanding Letter of Credit and (ii) any Lender that acts as Administrative Agent may not be replaced by operation of this Section 3.09 except in accordance with the terms of Section 9.09.

(e) If (i) any Borrower or the Administrative Agent requests the Lenders to consent to a departure or waiver of any provisions of the Loan Documents or to agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all affected Lenders in accordance with the terms of Section 11.01 or all the Lenders with respect to a certain class of the Loans and (iii) one or more of the Lenders have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "NON-CONSENTING LENDER."

Section 3.10. Survival. All of the Borrowers' obligations under this Article 3 shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

#### ARTICLE 4 CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

Section 4.01. Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, or electronic copies or facsimiles followed promptly by originals (unless otherwise specified), each properly executed by a Responsible Officer of the signing Loan Party (as applicable), each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) executed counterparts of this Agreement and each Guaranty;

(ii) a Note executed by the Company in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party;

(iv) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, validly existing, in good standing and qualified to engage in business in its jurisdiction of organization;

(v) an opinion of Nelson Mullins Riley & Scarborough LLP, counsel to the Loan Parties, addressed to each Agent and each Lender and in form and substance reasonably satisfactory to the Administrative Agent;

(vi) a certificate signed by a Responsible Officer of the Company certifying as to the satisfaction of the conditions set forth in Section 4.02(a) (other than with respect to the representation and warranty in Section 5.05(b)) and Section 4.02(b);

(vii) a Committed Loan Notice or Letter of Credit Application, as applicable, relating to the initial Credit Extension.

(b) The Company is in compliance with the Fee Letters and all fees and expenses required to be paid on or before the Closing Date shall have been paid in full in cash.

(c) All governmental and third party consents and approvals necessary in connection with the Loan Documents and the transactions contemplated thereby shall have been obtained.

(d) The Administrative Agent shall have received evidence reasonably satisfactory to it that (i) the Existing Credit Agreement has been or concurrently with the Closing Date is being terminated, all Liens securing obligations under the Existing Credit Agreement have been or concurrently with the Closing Date are being released and all amounts outstanding thereunder have been (or will be with Cash on Hand and the proceeds of the Loans on the Closing Date) paid in full and (ii) the Wachovia Credit Agreement has been or concurrently with the Closing Date is being terminated and all amounts outstanding thereunder have been (or will be, at the

option of the Company, with Cash on Hand and the proceeds of the Loans on the Closing Date) paid in full.

(e) There has been no change, occurrence or development since December 31, 2005 that either individually or in the aggregate, would constitute or would reasonably be expected to (1) have a material adverse effect on the business, assets, liabilities, results of operations or financial position of the Restricted Companies, taken as a whole, (2) materially and adversely affect the ability of any Loan Party to perform its obligations under the Loan Documents or (3) materially and adversely affect the rights and remedies of the Lenders under the Loan Documents.

Section 4.02. Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Committed Loans to the other Type, or a continuation of Eurocurrency Rate Committed Loans) is subject to the following conditions precedent:

(a) The representations and warranties of each Loan Party contained in Article 5 or any other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date and (ii) that for purposes of this Section 4.02(a), the representations and warranties contained in Section 5.05(a) shall be deemed to refer to the most recent financial statements furnished pursuant to Section 6.01(a) and Section 6.01(b) and, in the case of the financial statements furnished pursuant to Section 6.01(b), the representations contained in Section 5.05(a), as modified by this clause (ii), shall be qualified by the statement that such financial statements are subject to the absence of footnotes and year-end audit adjustments.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

(c) The Administrative Agent and, if applicable, the L/C Issuer or the applicable Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) If the applicable Borrower is a Designated Borrower, then the conditions of Section 2.15 to the designation of such Borrower as a Designated Borrower shall have been met to the reasonable satisfaction of the Administrative Agent.

(e) In the case of a Credit Extension to be denominated in an Alternative Currency, there shall not have occurred any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which in the reasonable opinion of the Administrative Agent, the Required Lenders (in the case of any Loans to be denominated in an Alternative Currency) or the L/C Issuer (in the case of any Letter of Credit to be denominated in an Alternative Currency) would make it impracticable for such Credit Extension to be denominated in the relevant Alternative Currency.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Committed Loans to the other Type or a continuation of Eurocurrency Rate Committed Loans) submitted by the Company shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE 5  
REPRESENTATIONS AND WARRANTIES

The Company and each other Borrower represents and warrants to the Agents and the Lenders that:

Section 5.01. Existence, Qualification and Power; Compliance with Laws. Each Restricted Company (a) is a Person, validly existing and in good standing under the Laws of the jurisdiction of its organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws (including, without limitation, Environmental Laws), orders, writs and injunctions, and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clauses (a) (other than with respect to the Borrowers), (c), (d) or (e), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 5.02. Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party are (a) within such Loan Party's corporate or other powers, (b) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (c) do not and will not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01), or require any payment to be made under, (A) any documentation governing any Permitted Subordinated Indebtedness, (B) any other Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (C) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which such Person or its property is subject, or (iii) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (ii) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

Section 5.03. Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required to be made or obtained by any Loan Party in connection with (a) the execution, delivery or performance by any Loan Party of this Agreement or any other Loan Document or (b) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents, except for (i) the approvals, consents,

exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and (ii) those approvals, consents, exemptions, authorizations, actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

Section 5.04. Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document constitutes a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against such Loan Party in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

Section 5.05. Financial Statements; No Material Adverse Effect. (a) The (i) audited consolidated balance sheet of the Company and its Subsidiaries for the fiscal year ended December 31, 2005, and the related consolidated statements of income, shareholders' equity and cash flows for such fiscal year of the Company and its Subsidiaries, including the notes thereto and (ii) unaudited consolidated balance sheet of the Company and its Subsidiaries dated September 30, 2006, and the related consolidated statements of income, shareholders' equity and cash flows for the three fiscal quarter period ended on such date (collectively, the "HISTORICAL FINANCIAL STATEMENTS") fairly present in all material respects the financial condition of the Company and its Subsidiaries as of the date thereof and their results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein (and, with respect to unaudited financial statements, the absence of footnotes and subject to such adjustments as would be made in connection with the audit of financial statements for the relevant period).

(b) Since December 31, 2005, there has been no change, effect, event or, occurrence that has had or would reasonably be expected to have a Material Adverse Effect.

(c) The forecasts prepared by management of the Company of consolidated balance sheets, income statements and cash flow statements for each year commencing with the fiscal year ending on December 31, 2006 through the fiscal year ending on December 31, 2011 (the "CLOSING DATE FORECASTS"), copies of which have been furnished to the Administrative Agent and the Lenders prior to the Closing Date, have been prepared in good faith based upon assumptions believed in good faith by the Company to be reasonable in light of conditions existing at the time of preparation, it being understood that (i) such forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such forecasts may differ significantly from the forecasted results and that such differences may be material and that such forecasts are not a guarantee of financial performance and (ii) no representation is made with respect to information of a general economic or general industry nature.

Section 5.06. Litigation. Except as disclosed in Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrowers, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority or Regulatory Supervising Organization, by or against any Borrower or any of its Restricted Subsidiaries or

against any of their properties or revenues that either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 5.07. Ownership of Property; Liens. Each Loan Party and each of its Restricted Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all real property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and Liens permitted by Section 7.01 and except where the failure to have such title or the existence of such Lien could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.08. [Intentionally Omitted].

Section 5.09. Taxes. The Company and its Subsidiaries have filed all Federal and material state and other tax returns and reports required to be filed, and have paid all Federal and material state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (a) which are not overdue by more than 30 days, (b) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (c) with respect to which the failure to make such filing or payment could not reasonably be expected to have a Material Adverse Effect.

Section 5.10. ERISA Compliance. (a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA and the Code except to the extent that non-compliance could not reasonably be expected to have a Material Adverse Effect. In the preceding five years, each Loan Party and each ERISA Affiliate have made all required contributions to each Pension Plan subject to Section 412 of the Code, and in the preceding five years, no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan, except to the extent a failure to make such contributions or application, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

(b) There are no pending or, to the knowledge of any Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that would reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or would reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has an "accumulated funding deficiency" (as defined in Section 412 of the Code), whether or not waived, and no application for a waiver of the minimum funding standard has been filed with respect to any Pension Plan; (iii) none of the Borrowers nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums not yet due or premiums due and not yet delinquent under Section 4007 of ERISA); (iv) none of the Borrowers nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of

notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of the Borrowers nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 5.10(c), as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.11. Subsidiaries; Equity Interests. As of the Closing Date, (a) the Equity Interests of each Restricted Subsidiary that are owned directly or indirectly by the Company are owned free and clear of all Liens except for any Lien permitted under Section 7.01 and (b) Schedule 5.11 (i) sets forth the name and jurisdiction of organization of each Subsidiary (other than Subsidiaries that in the aggregate represent less than the greater of (x) 5% of the Total Consolidated Assets and (y) 5% of the Consolidated EBITDA of the Company and its Consolidated Subsidiaries) and (ii) sets forth the ownership interest of the Company and any other Subsidiary in each such Subsidiary, including the percentage of such ownership.

Section 5.12. Margin Regulations; Investment Company Act. (a) No proceeds of any Borrowings or drawings under any Letter of Credit will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock in violation of Regulation U issued by the FRB.

(b) None of the Borrowers, any Person Controlling any of the foregoing, nor any Restricted Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

Section 5.13. Disclosure. No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole (and considered together with all information publicly disclosed by the Consolidated Companies) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under and at the time which they were made, not materially misleading; provided that, with respect to financial estimates, projected or forecasted financial information and other forward-looking information, the Company and each other Borrower represent and warrant only that such information was prepared in good faith based upon assumptions believed by the Company to be reasonable in light of conditions existing at the time of preparation; it being understood that (A) such projections and forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such projections or forecasts may differ significantly from the projected or forecasted results and that such differences may be material and that such projections and forecasts are not a guarantee of financial performance and (B) no representation is made with respect to information of a general economic or general industry nature.

Section 5.14. Solvency. On the Closing Date after giving effect to the Transaction, the Loan Parties, on a consolidated basis, are Solvent.

ARTICLE 6  
AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder which is accrued and payable shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding or not otherwise provided for in full in a manner reasonably satisfactory to the L/C Issuer, the Company shall, and shall (except in the case of the covenants set forth in Section 6.01, Section 6.02, Section 6.03 and Section 6.14) cause each Restricted Subsidiary to:

Section 6.01. Financial Statements. Deliver to the Administrative Agent for further distribution to each Lender:

(a) as soon as available, but in any event within 105 days after the end of each fiscal year of the Company beginning with the fiscal year ending on December 31, 2006, a consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, and audited and accompanied by a report and opinion of KPMG LLP or any other independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; provided that if the independent auditor provides an attestation and a report with respect to management's report on internal control over financial reporting and its own evaluation of internal control over financial reporting, then such report may include a qualification or limitation due to the exclusion of any acquired business from such report to the extent such exclusion is permitted under rules or regulations promulgated by the SEC or the Public Company Accounting Oversight Board;

(b) as soon as available, but in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Company beginning with the fiscal quarter ending on March 31, 2007, a consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the fiscal year then ended, setting forth, in each case, in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Company as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of the Company and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) as soon as available, but in any event no later than 105 days after the end of each fiscal year, forecasts prepared by management of the Company, in form reasonably satisfactory to the Administrative Agent of consolidated balance sheets, income statements and cash flow statements of the Company and its Subsidiaries for the fiscal year following such fiscal year then ended, which shall be prepared in good faith upon reasonable assumptions at the time of

preparation and which shall state therein all the material assumptions on the basis of which such forecasts were prepared), it being understood that actual results may vary from such forecasts and that such variations may be material; provided that compliance with this Section 6.01(c) shall not be required so long as the Company achieves and maintains at least two of the following three ratings: (i) a corporate credit rating of BBB- or higher from S&P, (ii) a corporate family rating of Baa3 or higher from Moody's and (iii) an issuer default rating of BBB- or higher from Fitch Ratings; and

(d) if there are any Unrestricted Subsidiaries as of the last day of any fiscal quarter, simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.01(a) and 6.01(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries from such consolidated financial statements.

Section 6.02. Certificates; Other Information. Deliver to the Administrative Agent for further distribution to each Lender:

(a) no later than five days after the delivery of each set of consolidated financial statements referred to in Section 6.01(a), a certificate of the Company's independent certified public accountants certifying such financial statements and stating that in making the examination necessary therefor no knowledge was obtained of any Event of Default under Section 7.10 or, if any such Event of Default shall exist, stating the nature and status of such event;

(b) no later than five days after the delivery of each set of consolidated financial statements referred to in Section 6.01(a) and 6.01(b), a duly completed Compliance Certificate signed by a Responsible Officer of the Company;

(c) promptly after the same are publicly available, copies of each annual report, proxy or financial statement sent to the stockholders of the Company, and copies of all annual, regular, periodic and special reports and registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) which the Company files, copies of any report, filing or communication with the SEC under Section 13 or 15(d) of the 1934 Act, or with any Governmental Authority that may be substituted therefor, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(d) promptly after the furnishing thereof, copies of any notices of default or acceleration received by any Loan Party or notices of default or acceleration furnished by any Loan Party to any holder of debt securities of any of the Restricted Companies pursuant to the terms of any documentation governing any Permitted Subordinated Indebtedness in a principal amount greater than the Threshold Amount and not otherwise required to be furnished to the Lenders;

(e) promptly after the receipt thereof by a Specified Responsible Officer of the Company, copies of each notice or other correspondence received from any Governmental Authority concerning any material investigation or other material inquiry regarding any material

violation of applicable Law by any Restricted Company which would reasonably be expected to have a Material Adverse Effect;

(f) together with the delivery of each Compliance Certificate pursuant to Section 6.02(b), a description of each event, condition or circumstance during the last fiscal quarter covered by such Compliance Certificate requiring a mandatory prepayment under Section 2.06(b); and

(g) promptly after any request therefor, such additional information regarding the business, legal, financial or corporate affairs of any Restricted Company, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which the Company posts such documents, or provides a link thereto on the Company's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Company's behalf on IntraLinks or other relevant website, to which each Lender and the Administrative Agent are granted access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the Company shall notify (which may be by facsimile or electronic mail or by an automated electronic alert of a posting) the Administrative Agent of the posting of any such documents which notice may be included in the certificate delivered pursuant to Section 6.02(b). Except for such Compliance Certificates, the Administrative Agent shall have no obligation to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Company with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents. The Borrowers hereby acknowledge that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "BORROWER MATERIALS") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "PLATFORM") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrowers or their securities) (each, a "PUBLIC LENDER"). The Borrowers hereby agree that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrowers shall be deemed to have authorized the Administrative Agent, the Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrowers or their securities for purposes of United States Federal and state securities laws; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent and the Arrangers shall treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

Section 6.03. Notices. Promptly notify the Administrative Agent after a Specified Responsible Officer obtains knowledge of:

(a) the occurrence of any Default; and

(b) any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including any matter arising out of or resulting from (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary, (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Restricted Subsidiary and any Governmental Authority, (iii) the commencement of, or any material adverse development in, any litigation, investigation or proceeding affecting any Loan Party or any Subsidiary, or (iv) the occurrence of any ERISA Event.

Each notice pursuant to this Section 6.03 shall be accompanied by a written statement of a Responsible Officer of the Company (x) that such notice is being delivered pursuant to Section 6.03(a) or (b) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action the Company has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity to the extent known any and all provisions of this Agreement and any other Loan Document in respect of which such Default exists.

Section 6.04. Payment of Obligations. Pay, discharge or otherwise satisfy as the same shall become due and payable, all of its obligations and liabilities except, in each case, to the extent the failure to pay or discharge the same could not reasonably be expected to have a Material Adverse Effect or such obligations or liabilities are being contested in good faith by appropriate proceedings.

Section 6.05. Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.05 (and, in the case of any Restricted Subsidiary, other than a Designated Borrower, to the extent the failure to do so, could not reasonably be expected to have a Material Adverse Effect) and (b) take all reasonable action to maintain all rights, privileges (including its good standing), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.06. Maintenance of Properties. Except if the failure to do so could not reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, ordinary wear and tear excepted and casualty and condemnation excepted, and (b) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions to material properties and equipment in accordance with prudent industry practice.

Section 6.07. Maintenance of Insurance. Maintain with financially sound and reputable insurance companies, insurance of such types and in such amounts (after giving effect to any self-insurance) reasonable and customary for similarly situated Persons engaged in the same or

similar businesses as the Borrowers and the Restricted Subsidiaries) as are customarily carried under similar circumstances by such other Persons except, in the case of Foreign Subsidiaries, to the extent that the failure to maintain such insurance with respect to one or more Foreign Subsidiaries could not reasonably be expected to result in a Material Adverse Effect.

Section 6.08. Compliance with Laws. Comply in all material respects with the requirements of all Laws (including, without limitation, Environmental Laws) and all orders, writs, injunctions, and decrees applicable to it or to its business or property, except if the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect or the necessity of compliance therewith is being contested in good faith by appropriate proceedings.

Section 6.09. Books and Records. Maintain proper books of record and account, in a manner to allow financial statements to be prepared in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of such Borrower or such Restricted Subsidiary, as the case may be.

Section 6.10. Inspection Rights. With respect to any Loan Party, permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the expense of the Borrowers and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrowers; provided that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 6.10 and the Administrative Agent shall not exercise such rights more often than once during any calendar year absent the existence of an Event of Default and such inspections shall be conducted at the sole expense of the Administrative Agent without charge to the Borrowers; provided further that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Company the opportunity to participate in any discussions with the Company's accountants.

Section 6.11. Use of Proceeds. Use the proceeds of the Credit Extensions (i) to repay existing Indebtedness of the Consolidated Companies, (ii) to pay fees and expenses incurred in connection with the Transaction and (iii) to provide ongoing working capital and for other general corporate purposes of the Consolidated Companies (including Permitted Acquisitions).

Section 6.12. Covenant to Guarantee Obligations. (a) Cause the following Restricted Subsidiaries to guarantee the Obligations (each a "SUBSIDIARY GUARANTOR"): such Restricted Subsidiaries as shall constitute (x) at least 95% of the Consolidated EBITDA of the Company and its Domestic Subsidiaries (excluding, for the purposes of such calculation, all Unrestricted Subsidiaries, but including any Subsidiaries that were, at one time, designated as Unrestricted Subsidiaries, but have been redesignated as Restricted Subsidiaries pursuant to Section 6.14) for the four fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 6.01 and (y) at least 95% of the Total Assets of the Company and its

Domestic Subsidiaries (excluding, for the purposes of such calculation, all Unrestricted Subsidiaries, but including any Subsidiaries that were, at one time, designated as Unrestricted Subsidiaries, but have been redesignated as Restricted Subsidiaries pursuant to Section 6.14) as of the last day of the fiscal quarter most recently ended for which financial statements have been delivered pursuant to Section 6.01. Notwithstanding the foregoing, (i) any Restricted Subsidiary that is a guarantor of any Permitted Subordinated Indebtedness shall also be required to be a Subsidiary Guarantor, (ii) no Subsidiary shall be required to be a Subsidiary Guarantor if such Subsidiary is a Foreign Subsidiary or a Domestic Subsidiary of a Foreign Subsidiary and (iii) no Restricted Subsidiary that is prohibited from guaranteeing the Obligations pursuant to documents governing any Indebtedness assumed in connection with a Permitted Acquisition and not incurred in contemplation thereof shall be required to become a Subsidiary Guarantor for so long as such Indebtedness remains outstanding.

(b) At the end of each fiscal quarter of the Company, the Company shall determine whether any Restricted Companies that are not currently Subsidiary Guarantors shall be required, pursuant to the provisions of Section 6.12(a) to become Subsidiary Guarantors and, within 30 days after the end of such fiscal quarter (or such longer period as the Administrative Agent may agree in its reasonable discretion), will at the Company's expense cause any new Subsidiary Guarantors to duly execute and deliver to the Administrative Agent a guaranty substantially in the form of Exhibit G (either directly or via a guaranty supplement) or such other form of guaranty or guaranty supplement to guarantee the Obligations in form and substance reasonably satisfactory to the Administrative Agent and the Company, it being understood and agreed that each Subsidiary that is required to be a Subsidiary Guarantor on the Closing Date shall duly execute and deliver to the Administrative Agent a Subsidiary Guaranty on the Closing Date; provided that in connection with any acquisition of any Restricted Company, if any Subsidiary that is not already a Subsidiary Guarantor shall be required, pursuant to the provisions of Section 6.12(a) to become a Subsidiary Guarantor, the Company shall, in each case at the Company's expense and within 30 days of being so required, cause such Subsidiary to duly execute and deliver to the Administrative Agent a Subsidiary Guaranty. To the extent that the Company shall determine at any time that certain Restricted Subsidiaries that are not required to be Subsidiary Guarantors pursuant to the provisions of Section 6.12(a) above are parties to a Subsidiary Guaranty, the Company shall be entitled to give notice to that effect to the Administrative Agent whereupon such Restricted Subsidiaries shall no longer be deemed to be Subsidiary Guarantors and the Administrative Agent shall promptly release each such Restricted Subsidiary from its Subsidiary Guaranty.

Section 6.13. [Intentionally Omitted].

Section 6.14. Designation of Subsidiaries. The Company may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (a) other than in the case of the designation of a Joint Venture in existence on the Closing Date that thereafter becomes a Subsidiary (an "EXCLUDED UNRESTRICTED SUBSIDIARY"), immediately before and after such designation, no Default shall have occurred and be continuing, (b) other than in the case of the designation of a Excluded Unrestricted Subsidiary, immediately after giving effect to such designation, the Company and its Consolidated Subsidiaries shall be in compliance, on a Pro Forma Basis, with the covenants set forth in Section 7.10 (and, as a condition precedent to the effectiveness of any such

designation, the Company shall deliver to the Administrative Agent a certificate setting forth in reasonable detail the calculations demonstrating such compliance), (c) no Borrower may be designated as an Unrestricted Subsidiary, (d) no designation of a Restricted Subsidiary as an Unrestricted Subsidiary, other than an Excluded Unrestricted Subsidiary, shall be effective if, immediately after such designation, (i) the Consolidated EBITDA of the Unrestricted Subsidiaries would exceed 10% of the Consolidated EBITDA of the Consolidated Companies for the four fiscal quarter period then most recently ended or (ii) the Total Assets of all Unrestricted Subsidiaries would exceed 5% of the Total Consolidated Assets, in each case determined without regard to any Excluded Unrestricted Subsidiary at any time after such Person becomes a Subsidiary, and (e) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of any Permitted Subordinated Indebtedness. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the applicable Restricted Companies therein at the date of designation in an amount equal to the net book value (or, in the case of any guarantee or similar Investment, the amount) of the Restricted Companies' Investments therein. If any Person becomes a Restricted Subsidiary on any date after the Closing Date (including by redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary), the Indebtedness of such Person outstanding on such date will be deemed to have been incurred by such Person on such date for purposes of Section 7.03, but will not be considered the sale or issuance of Equity Interests for purposes of Section 7.05.

ARTICLE 7  
NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder which is accrued and payable shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding or not otherwise provided for in full in a manner reasonably satisfactory to the L/C Issuer, the Company shall not, nor shall it permit any Restricted Subsidiary to, directly or indirectly:

Section 7.01. Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the Closing Date and listed on Schedule 7.01 and any modifications, replacements, renewals or extensions thereof; provided that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 7.03, and (B) proceeds and products thereof and (ii) the modification, replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens (if such obligations constitute Indebtedness) is permitted by Section 7.03;

(c) Liens for taxes, assessments or governmental charges which are not overdue for a period of more than 30 days, or, if more than 30 days overdue, (i) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or (ii)

with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(d) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens arising in the ordinary course of business which secure amounts not overdue for a period of more than 30 days or, if more than 30 days overdue, (i) no action has been taken to enforce such Lien, (ii) such Lien is being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or (iii) with respect to which the failure to make payment as to all such amounts, in the aggregate, could not reasonably be expected to have a Material Adverse Effect;

(e) (i) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, (ii) Liens incurred in the ordinary course of business securing insurance premiums or reimbursement obligations under insurance policies or (iii) obligations in respect of letters of credit or bank guarantees that have been posted by a Restricted Company to support the payment of the items set forth in clauses (i) and (ii) of this Section 7.01(e);

(f) (i) deposits to secure the performance of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds, performance and completion guarantees and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business and (ii) obligations in respect of letters of credit or bank guarantees that have been posted by a Restricted Company to support the payment of items set forth in clause (i) of this Section 7.01(f);

(g) easements, rights-of-way, restrictions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which, in the aggregate, do not in any case materially and adversely interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens arising in connection with the Cash Management Practices, including Liens securing borrowings from financial institutions and their Affiliates permitted under Section 7.03(m) to the extent specified therein;

(j) (i) leases, licenses, subleases or sublicenses granted to other Persons in the ordinary course of business which do not (A) interfere in any material respect with the business of the Company or any of its material Restricted Subsidiaries or (B) secure any Indebtedness (other than any obligation that is Indebtedness solely as a result of the operation of clause (e) of the definition thereof) and (ii) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by any Restricted Company or by a statutory provision to terminate any such lease, license, franchise, grant or permit or to require periodic payments as a condition to the continuance thereof;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(l) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, (iii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry and (iv) of financial institutions funding the Vault Cash Operations in the cash provided by such institutions for such Vault Cash Operations;

(m) Liens (i) (A) on advances of cash or Cash Equivalents in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.02(h) and (l) to be applied against the purchase price for such Investment, and (B) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05 and (ii) on cash earnest money deposits made by any Restricted Company in connection with any letter of intent or purchase agreement permitted hereunder;

(n) Liens on property of any Foreign Subsidiary securing Indebtedness of such Foreign Subsidiary to the extent permitted under Section 7.03;

(o) Liens in favor of any Restricted Company securing Indebtedness permitted under Section 7.03(e) or other obligations other than Indebtedness owed by a Restricted Company to another Restricted Company;

(p) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary, in each case after the date hereof and any modifications, replacements, renewals or extensions thereof; provided that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) in the case of Liens securing purchase money Indebtedness or Capitalized Leases, such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and after-acquired property subjected to a Lien pursuant to terms existing at the time of such acquisition, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition); provided that individual financings otherwise permitted to be secured hereunder provided by one Person (or its affiliates) may be cross collateralized to other such financings provided by such Person (or its affiliates), (iii) in the case of Liens securing Indebtedness other than purchase money Indebtedness or Capitalized Leases, such Liens do not extend to the property of any Person other than the Person acquired or formed to make such acquisition and the subsidiaries of such Person and (iv) the Indebtedness secured thereby (or, as applicable, any modifications, replacements, renewals or extensions thereof) is permitted under Section 7.03;

(q) Liens arising from precautionary UCC financing statement filings (or similar filings under applicable Law) regarding leases entered into by the Company or any of its

Restricted Subsidiaries in the ordinary course of business (and Liens consisting of the interests or title of the respective lessors thereunder);

(r) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by any Restricted Company in the ordinary course of business not prohibited by this Agreement;

(s) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness (other than Indebtedness described in clause (e) of the definition thereof), (ii) relating to pooled deposit or sweep accounts of any Restricted Company to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of such Restricted Company and (iii) relating to purchase orders and other similar agreements entered into in the ordinary course of business;

(t) Liens securing obligations permitted under Section 7.03(u) to the extent specified therein;

(u) Liens on the assets of a Securitization Vehicle securing Indebtedness under any Securitization Financing permitted under Section 7.03(v);

(v) Liens securing the Specified Non-Recourse Indebtedness permitted under Section 7.03(f) to the extent specified therein; and

(w) other Liens securing Indebtedness or other obligations outstanding in an aggregate principal amount not to exceed the greater of (i) 5% of Total Consolidated Assets and (ii) \$150,000,000.

Section 7.02. Investments. Make or hold any Investments, except:

(a) Investments by a Restricted Company in assets that were Cash Equivalents when such Investment was made, and the holding of cash at any time by a Restricted Company;

(b) loans or advances to directors, officers, members of management, employees and consultants of a Restricted Company in an aggregate amount not to exceed \$20,000,000 at any time outstanding, for business related travel, entertainment, relocation and analogous ordinary business purposes or in connection with such Person's purchase of Equity Interests of the Company;

(c) Investments (i) by any Loan Party in any other Loan Party, (ii) by the Company or any of its Domestic Subsidiaries in the Company or any of its Domestic Subsidiaries, (iii) by any Restricted Subsidiary that is not a Loan Party in any Restricted Company and (iv) by any Loan Party in any Restricted Subsidiary that is not a Loan Party in an aggregate amount for all such Investments under this clause (iv) not to exceed, at the time such Investment is made and after giving effect to such Investment, the sum of (A) \$100,000,000, plus (B) the amount (if positive) by which 5% of the Total Consolidated Assets exceeds the aggregate amount of all Investments in Unrestricted Subsidiaries made or deemed to be made pursuant to Section 7.02(n), plus (C) the

aggregate amount of any cash repayment of or return on such Investments theretofore received by the Loan Parties;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(e) Investments consisting of Liens, Indebtedness, Dispositions and Restricted Payments permitted under Section 7.01, 7.03, 7.05 and 7.06, respectively;

(f) Investments existing or contemplated on the Closing Date (including those in the Brazilian Joint Venture) and set forth on Schedule 7.02 and any modification, replacement, renewal or extension thereof; provided that the amount of the original Investment is not increased except by the terms of such Investment or as otherwise permitted by this Section 7.02;

(g) promissory notes and other noncash consideration received in connection with Dispositions permitted by Section 7.05;

(h) the purchase or other acquisition of all or substantially all of the property and assets or business of, any Person or of assets constituting a business unit, a line of business or division of such Person, or of more than 50% of the Equity Interests in a Person that, upon the consummation thereof, will be owned directly by the Company or one or more of its wholly owned Subsidiaries (including as a result of a merger or consolidation); provided that, with respect to each purchase or other acquisition made pursuant to this Section 7.02(h) (each, a "PERMITTED ACQUISITION"):

(i) the Company and any such newly created or acquired Subsidiary shall, or will within the times specified therein, have complied with the requirements of Section 6.12;

(ii) any Indebtedness incurred in connection with such acquisition by the Company or any Restricted Subsidiary shall be permitted by Section 7.03;

(iii) (A) immediately before and immediately after giving Pro Forma Effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing and (B) immediately after giving effect to such purchase or other acquisition, the Borrowers shall be in Pro Forma Compliance with all of the covenants set forth in Section 7.10, in each case such compliance to be determined on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders (either pursuant to Section 6.01(a) or (b) or in any subsequent delivery of financial information by the Company to the Administrative Agent prior to such purchase or other acquisition) as though such purchase or other acquisition had been consummated as of the first day of the fiscal period covered thereby and, with respect to each such purchase or other acquisition having total consideration in excess of \$100,000,000, evidenced by a certificate from the chief financial officer (or other equivalent officer) of the Company demonstrating such compliance calculation in reasonable detail;

(iv) if the total consideration of such Permitted Acquisition exceeds \$100,000,000, the Company shall have delivered to the Administrative Agent, on behalf of the Lenders, no later than five Business Days after the date on which any such purchase or other acquisition is consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this Section 7.02(h) have been satisfied or will be satisfied on or prior to the consummation of such purchase or other acquisition; and

(v) such purchase or other acquisition was approved by the board of the directors (or other applicable governing body) of the Person being acquired;

(i) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of any Person and in settlement of obligations of, or other disputes with, any Person arising in the ordinary course of business and upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(j) Investments and transfers of funds among the Consolidated Companies that are made in accordance with the Cash Management Practices;

(k) advances of payroll payments to employees in the ordinary course of business;

(l) Guarantees by a Restricted Company of leases (other than Capital Lease Obligations) entered into in the ordinary course of business;

(m) Investments in the ordinary course consisting of endorsements for collection or deposit;

(n) Investments by Restricted Companies in Unrestricted Subsidiaries after the Closing Date (it being understood and agreed that the book value of the assets of an Unrestricted Subsidiary at the time of its designation as such pursuant to Section 6.14 shall be deemed to be an Investment made in such Unrestricted Subsidiary in an amount equal to such book value, but if such Unrestricted Subsidiary is not wholly-owned by the Restricted Companies, only an amount proportional to such Restricted Companies' ownership therein shall be included in this calculation) in an aggregate amount for all such Investments (less an amount equal to the book value of all Unrestricted Subsidiaries that, after the Closing Date, are redesignated by the Company to be Restricted Subsidiaries, calculated as of the date of such redesignation) not to exceed, at the time such Investment is made and after giving effect to such Investment, the sum of (i) an amount equal to 5% of the Total Consolidated Assets as of such time (net of any Investment made pursuant to Section 7.02(c)(iv)(B)), plus (ii) the aggregate amount of any cash repayment of or return on such Investments theretofore received by Restricted Companies after the Closing Date;

(o) Investments consisting of Swap Contracts entered into in the ordinary course of business and not for speculative purposes;

(p) Investments of funds held by the Exchange Companies for the benefit of their customers in connection with their like-kind-exchange operations;

(q) any Investment in a Securitization Vehicle or any Investment by a Securitization Vehicle in any other Person in connection with a Securitization Financing permitted by Section 7.03(v), including Investments of funds held in accounts permitted or required by the arrangements governing the Securitization Financing or any related Indebtedness; provided that any Investment in a Securitization Vehicle is in the form of a purchase money note, contribution of additional Securitization Assets or equity investments; and

(r) so long as immediately after giving effect to any such Investment, no Event of Default has occurred and is continuing, other Investments in an aggregate amount for all such Investments (calculated using the actual amount of such Investments as funded by the Restricted Companies) not to exceed at any time the sum of (i) \$250,000,000 and (ii) the aggregate amount of any cash repayment of or return on such Investments theretofore received by the Restricted Companies.

Section 7.03. Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Permitted Subordinated Indebtedness;

(b) Indebtedness of the Loan Parties under the Loan Documents;

(c) Indebtedness outstanding on the Closing Date and listed on Schedule 7.03 and any Permitted Refinancing thereof;

(d) Guarantees by a Restricted Company in respect of Indebtedness of another Restricted Company otherwise permitted hereunder; provided that (x) no Guarantee by any Restricted Subsidiary of any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) shall be permitted unless such Restricted Subsidiary shall have also provided a Guarantee of the Obligations substantially on the terms set forth in the Subsidiary Guarantee in accordance with Section 6.12 and (y) if the Indebtedness being Guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness;

(e) Indebtedness of a Restricted Company that constitutes an Investment permitted by Section 7.02;

(f) (i) Indebtedness incurred in the ordinary course of business by the Exchange Companies in connection with "1031 exchange" transactions under Section 1031 of the Code (or regulations promulgated thereunder, including Revenue Procedure 2000-37) that is limited in recourse to the properties (real or personal) which are the subject of such "1031 exchange" transactions and (ii) Indebtedness incurred in the ordinary course of business by the Leasing Companies in connection with their leasing business that is limited in recourse to the assets being financed by such Indebtedness (collectively, the "SPECIFIED NON-RECOURSE INDEBTEDNESS");

(g) Indebtedness of Foreign Subsidiaries of the Company;

(h) Indebtedness of a Restricted Company assumed in connection with any Permitted Acquisition and not incurred in contemplation thereof, and any Permitted Refinancing thereof;

(i) Indebtedness incurred by any Restricted Company representing deferred compensation to employees of a Restricted Company incurred in the ordinary course of business;

(j) Indebtedness consisting of promissory notes issued by any Restricted Company to future, present or former directors, officers, members of management, employees or consultants of the Company or any of its Subsidiaries or their respective estates, heirs, family members, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Company permitted by Section 7.06;

(k) Indebtedness incurred by a Restricted Company in a Permitted Acquisition or Disposition under agreements providing for indemnification, the adjustment of the purchase price or similar adjustments;

(l) Indebtedness consisting of obligations of any Restricted Company under deferred compensation or other similar arrangements incurred by such Person in connection with Permitted Acquisitions;

(m) Indebtedness (including intercompany Indebtedness among the Consolidated Companies) in respect of the Cash Management Practices;

(n) obligations of the Consolidated Companies with respect to liabilities arising from the Vault Cash Operations;

(o) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations of a Restricted Company contained in supply arrangements, in each case, in the ordinary course of business;

(p) Indebtedness incurred by a Restricted Company constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to such similar reimbursement-type obligations; provided that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;

(q) obligations in respect of bid, performance, stay, customs, appeal and surety bonds and performance and completion guarantees provided by a Restricted Company or obligations in respect of letters of credit related thereto, in each case in the ordinary course of business or consistent with past practice;

(r) Guarantees by the Company of Indebtedness permitted under this Section 7.03;

(s) Indebtedness in respect of Swap Contracts entered into in the ordinary course of business and not for speculative purposes;

(t) Indebtedness in respect of any letter of credit or bankers' acceptance supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(u) Indebtedness incurred in the ordinary course of business in connection with relocation service transactions and secured by the properties which are the subject of such transactions;

(v) Indebtedness incurred in connection with a receivables securitization transaction involving the Restricted Companies and a Securitization Vehicle (a "SECURITIZATION FINANCING"); provided that (i) such Indebtedness when incurred shall not exceed 100% of the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition, (ii) such Indebtedness is created and any Lien attaches to such property concurrently with or within forty-five (45) days of the acquisition thereof, and (iii) such Lien does not at any time encumber any property other than the property financed by such Indebtedness;

(w) Indebtedness (i) of the type described in clause (e) of the definition thereof subject to Liens permitted under Section 7.01 or (ii) secured by Liens permitted under Sections 7.01(e)(ii), 7.01(e)(iii), 7.01(f), or 7.01(r);

(x) other Indebtedness of Restricted Companies in an aggregate principal amount not to exceed the greater of (i) 10% of Total Consolidated Assets and (ii) \$300,000,000 at any time outstanding;

(y) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (x) above;

provided that at the time of incurrence or assumption of any Specified Debt described below, after giving effect to such Specified Debt, the aggregate principal amount of all Specified Debt shall not exceed the greater of \$500,000,000 and 15% of Consolidated Shareholders' Equity. For purposes hereof, "SPECIFIED DEBT" means, without duplication, (A) any Indebtedness of a Loan Party that is secured by Liens permitted by clause (b), (n), (p) or (w) of Section 7.01 and (B) any Indebtedness of a Restricted Subsidiary that is not a Loan Party, in each case other than (1) Indebtedness permitted by clause (a), (b), (d), (e), (f), (i) through (v), (w)(ii) or (y) of this Section 7.03 (the "EXCLUDED DEBT") and (2) any Guarantee of Excluded Debt permitted by this Section 7.03.

Section 7.04. [Intentionally Omitted].

Section 7.05. Dispositions. Make any Disposition of any of its property to Persons that are not Restricted Companies except:

(a) Dispositions of obsolete, used, surplus or worn out property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Restricted Companies;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions pursuant to and in accordance with the Cash Management Practices and in connection with the Vault Cash Operations;

(e) Dispositions permitted by Sections 7.02 and 7.06 and Liens permitted by Section 7.01;

(f) Dispositions by any Restricted Company of property pursuant to sale-leaseback transactions; provided that (i) the fair market value of all property so Disposed of shall not exceed \$50,00,000 from and after the Closing Date and (ii) the purchase price for such property shall be paid to such Restricted Company for not less than 75% cash consideration;

(g) Dispositions of cash and Cash Equivalents;

(h) Dispositions of accounts receivable in connection with the collection or compromise thereof;

(i) leases, subleases, licenses or sublicenses of property in the ordinary course of business and which do not materially interfere with the business of the Restricted Companies;

(j) transfers of property subject to Casualty Events upon receipt of the Net Cash Proceeds of such Casualty Event;

(k) Dispositions in the ordinary course of business consisting of the abandonment of intellectual property rights which, in the reasonable good faith determination of the Company, are not material to the conduct of the business of the Restricted Companies;

(l) Dispositions of Investments in Joint Ventures to the extent required by, or made pursuant to buy/sell arrangements between the joint venture parties set forth in, joint venture arrangements and similar binding arrangements (i) in substantially the form as such arrangements are in effect on the Closing Date or (ii) to the extent that the Net Cash Proceeds of such Disposition are either reinvested or applied to prepay the Term Loans pursuant to Section 2.06(b);

(m) Dispositions of property to an Unrestricted Subsidiary; provided that to the extent constituting an Investment, such Investment must be an Investment permitted by Section 7.02.

(n) Dispositions of real property and related assets in the ordinary course of business in connection with relocation activities for directors, officers, members of management, employees or consultants of the Restricted Companies;

(o) Dispositions of tangible property in the ordinary course of business as part of a like-kind exchange under Section 1031 of the Code;

(p) voluntary terminations of Swap Contracts;

(q) Dispositions of Unrestricted Subsidiaries;

(r) Dispositions of Securitization Assets (or a fractional undivided interest therein) in a Securitization Financing permitted under Section 7.03(v); and

(s) Dispositions of property not otherwise permitted under this Section 7.05 by a Restricted Company to Persons that are not Affiliates of the Loan Parties; provided that (i) such Disposition is made in good faith on an arms' length basis and (iii) the Net Cash Proceeds of such Disposition are either reinvested or applied to prepay the Term Loans pursuant to Section 2.06(b).

Section 7.06. Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except:

(a) each Restricted Subsidiary may make Restricted Payments to any other Restricted Company (and, in the case of a Restricted Payment by a non-wholly owned Restricted Subsidiary, to (i) any other Restricted Company and (ii) each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests);

(b) any Restricted Company may declare and make dividend payments or other distributions payable solely in the Equity Interests (other than Disqualified Equity Interests) of such Person;

(c) so long as no Event of Default shall have occurred and be continuing or would result therefrom, the Company may make Restricted Payments;

(d) to the extent constituting Restricted Payments, the Company and its Restricted Subsidiaries may enter into transactions expressly permitted by Section 7.05 or 7.08;

(e) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants; and

(f) the Company may make cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the Company and its Restricted Companies.

Section 7.07. [Intentionally Omitted].

Section 7.08. Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Company, whether or not in the ordinary course of business, other than (a) transactions among the Restricted Companies, (b) on fair and reasonable terms substantially as favorable to a Restricted Company as would be obtainable by such Restricted Company at the time in a comparable arm's-length transaction with a Person other than an Affiliate, (c) the payment of fees and expenses in connection with the consummation of the Transaction, (d) so long as no Event of Default shall have occurred and be continuing under Section 8.01(f), the payment of fees under the Management Agreements as such fee provisions are set forth in the Management Agreements as in effect on the Closing Date, (e) loans and other transactions by the Company and its Restricted Subsidiaries to the extent permitted under this Article 7, (f) customary fees payable to any directors of the Company and reimbursement of reasonable out of pocket costs of the directors of the Company, (g) employment and severance arrangements between any Restricted Company and their officers and employees in the ordinary course of business, (h) payments by any Restricted Company pursuant to the tax sharing agreements among the Company and its Subsidiaries on customary terms, (i) the payment of customary fees and indemnities to directors, officers and employees of the Company and its Subsidiaries in the ordinary course of business, (j) transactions pursuant to agreements in existence on the Closing Date and set forth on Schedule 7.08 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect, (k) Restricted Payments permitted under Section 7.06, (l) any transaction with a Securitization Vehicle as part of a Securitization Financing permitted under Section 7.03(v), and (m) transactions engaged in by Restricted Companies with Unrestricted Subsidiaries in good faith to effect (i) the Cash Management Practices and Vault Cash Operations, (ii) the operations, governance, administration and corporate overhead of the Consolidated Companies and (iii) the tax management of the Consolidated Companies. For the purposes of this Section 7.08, (x) each Unrestricted Subsidiary shall be deemed to be an Affiliate of each Restricted Company and (y) from and after the consummation of the Reorganization, the entities conducting the Separated Operations shall no longer be deemed to be Affiliates of the Restricted Companies.

Section 7.09. Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that limits the ability of any Restricted Subsidiary to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party; provided that the foregoing shall not apply to Contractual Obligations which (i) (x) exist on the date hereof and (to the extent not otherwise permitted by this Section 7.09) are listed on Schedule 7.09 hereto and (y) to the extent Contractual Obligations permitted by clause (x) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted renewal, extension or refinancing of such Indebtedness so long as such renewal, extension or refinancing does not expand the scope of such restrictions that are contained in such Contractual Obligation, (ii) are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such Contractual Obligations were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary, (iii) arise in connection with any Disposition permitted by Section 7.05, (iv) are customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures permitted under Section 7.02 and applicable solely to such Joint Venture entered into in the ordinary course of business, (v) are negative pledges in favor of any holder of Indebtedness permitted under Section 7.03 but

solely to the extent any negative pledge relates to the property financed by or the subject of such Indebtedness, (vi) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions may relate to the assets subject thereto, (vii) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest, or (viii) are customary provisions restricting assignment or transfer of any agreement entered into in the ordinary course of business.

Section 7.10. Financial Covenants. (a) Maximum Leverage Ratio. Permit the Leverage Ratio as of the end of any fiscal quarter of the Company set forth below to be greater than the ratio set forth below opposite the applicable period ending date:

PERIOD ENDING DATE	LEVERAGE RATIO
December 31, 2006 through December 31, 2008	3.50:1
March 31, 2009 through December 31, 2009	3.25:1
March 31, 2010 and thereafter	3.00:1

(b) Minimum Interest Coverage Ratio. Permit the Interest Coverage Ratio as of the end of any fiscal quarter of the Company set forth below to be less than the ratio set forth below opposite the applicable period ending date:

PERIOD ENDING DATE	INTEREST COVERAGE RATIO
December 31, 2006 through December 31, 2008	3.50:1
March 31, 2009 and thereafter	4.00:1

Section 7.11. Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled interest shall be permitted) any Permitted Subordinated Indebtedness or make any payment in violation of any subordination terms of any Permitted Subordinated Indebtedness, except (i) the refinancing thereof with the Net Cash Proceeds of any Permitted Subordinated Indebtedness or with the proceeds of any issuance of Equity Interests (other than Disqualified Equity Interests) of any Consolidated Company, (ii) the conversion of any Permitted Subordinated Indebtedness to Equity Interests (other than Disqualified Equity Interests) and (iii) so long as no Event of Default has occurred and is continuing or would result therefrom, prepayments, redemptions or repurchases of Permitted Subordinated Indebtedness if after giving effect to such prepayment, redemption or repurchase, the Leverage Ratio, calculated on a Pro Forma Basis, shall not be greater than 3.25:1 (and, in the case of any such prepayment, redemption or repurchase pursuant to this clause (iii) in respect of aggregate principal amounts exceeding \$25,000,000 in any fiscal year, evidenced by a certificate from a Responsible Officer of the Company demonstrating such compliance calculation in reasonable detail).

ARTICLE 8  
EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any of the following shall constitute an "EVENT OF DEFAULT":

(a) Non-Payment. Any Restricted Company fails to pay (i) when due, any amount of principal of any Loan, or (ii) within five Business Days after the same becomes due, any interest on any Loan or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. Any Restricted Company fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a), 6.05(a) (solely with respect to the Borrowers) or Article 7; or

(c) Other Defaults. Any Restricted Company fails to perform or observe any other term, covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after notice thereof by the Administrative Agent to the Company; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Restricted Company herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material and adverse respect when made or deemed made; or

(e) Cross-Default. Any Material Company (i) fails to make any payment after the applicable grace period with respect thereto, if any, (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder and Indebtedness owed by one Restricted Company to another Restricted Company) having an aggregate outstanding principal amount of not less than the Threshold Amount or (ii) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, (x) such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or (y) a mandatory offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (e)(ii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or

(f) Insolvency Proceedings, Etc. Any Material Company institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Material Company becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any Material Company in an amount exceeding the Threshold Amount and is not paid, released, vacated or fully bonded within 60 days after its issue or levy; or

(h) Judgments. There is entered against any Material Company a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny coverage) and there is a period of 60 consecutive days during which such judgment has not been paid and during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Company under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, or (ii) the Company or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Change of Control. There occurs any Change of Control.

Section 8.02. Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the Commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such Commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Borrower;

(c) require that each Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law;

provided that upon the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code of the United States (or, in the case of any Designated Borrower that is a Foreign Subsidiary, under the comparable laws of the applicable

jurisdiction), the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of each Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

Section 8.03. Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including Attorney Costs payable under Section 11.04 and amounts payable under Article 3 but excluding principal of, and interest on, any Loan) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs payable under Section 11.05 and amounts payable under Article 3), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and L/C Borrowings, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Sixth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Lender Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Lender Parties on such date; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the Company or as otherwise required by Law.

Subject to Section 2.04(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all

Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above and, if no Obligations remain outstanding, delivered to the Company.

ARTICLE 9  
ADMINISTRATIVE AGENT AND OTHER AGENTS

Section 9.01. Appointment and Authorization of Agents. (a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent shall have no duties or responsibilities, except those expressly set forth herein or therein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (i) provided to the Agents in this Article 9 with respect to any acts taken or omissions suffered by each L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the applications and agreements for letters of credit pertaining to such Letters of Credit as fully as if the term "Agent" as used in this Article 9 and in the definition of "Agent-Related Person" included such L/C Issuer with respect to such acts or omissions, and (ii) as additionally provided herein with respect to such L/C Issuer.

Section 9.02. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys-in-fact, such sub-agents as shall be deemed necessary by the Administrative Agent and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 9.03. Liability of Agents. No Agent-Related Person shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Lender or participant for any recital, statement,

representation or warranty made by any Loan Party or any of their Subsidiaries or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of any Restricted Company or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any of their Subsidiaries or any Affiliate thereof.

Section 9.04. Reliance by Agents. (a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party or any of their Subsidiaries), independent accountants and other experts selected by such Agent. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 9.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or a Loan Party referring to this Agreement, describing such Default and stating that such notice is a "notice of default." The Administrative Agent will notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Article 8; provided that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking

such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 9.06. Credit Decision; Disclosure of Information by Agents. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any of their Subsidiaries thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of each Loan Party, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of each Loan Party or any of their Subsidiaries. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, such Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Loan Party or any of their Subsidiaries which may come into the possession of any Agent-Related Person.

Section 9.07. Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it; provided that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence or willful misconduct; provided that no action taken in accordance with the directions of the Required Lenders shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.07; provided further that to the extent an L/C Issuer is entitled to indemnification under this Section 9.07 solely in connection with its role as an L/C Issuer, only the Multicurrency Revolving Credit Lenders shall be required to indemnify such L/C Issuer in accordance with this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment

or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrowers. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

Section 9.08. Agents in their Individual Capacities. JPMCB and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each Loan Party or any of their Subsidiaries as though JPMCB were not the Administrative Agent or the L/C Issuer hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, JPMCB or its Affiliates may receive information regarding any Loan Party or any of their Subsidiaries (including information that may be subject to confidentiality obligations in favor of such Loan Party or any of their Subsidiaries) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, JPMCB shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent or the L/C Issuer, and the terms "Lender" and "Lenders" include JPMCB in its individual capacity.

Section 9.09. Successor Agents. The Administrative Agent may resign as the Administrative Agent upon 30 days' notice to the Lenders and the Company. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall be consented to by the Company at all times other than during the existence of an Event of Default under Section 8.01(f) (which consent of the Company shall not be unreasonably withheld or delayed). If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Company, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term "Administrative Agent," shall mean such successor administrative agent and/or supplemental administrative agent, as the case may be, and the retiring Administrative Agent's appointment, powers and duties as the Administrative Agent shall be terminated. After the retiring Administrative Agent's resignation hereunder as the Administrative Agent, the provisions of this Article 9 and Section 11.04 and 11.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent by the date which is 30 days following the retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor, the Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be

discharged from its duties and obligations under the Loan Documents. After the retiring Administrative Agent's resignation hereunder as the Administrative Agent, the provisions of this Article 9 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent.

Section 9.10. Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 2.04(i) and (j), 2.10 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due the Administrative Agent under Section 2.10 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.11. Guaranty Matters. The Lenders irrevocably authorize the Administrative Agent to release any Guarantor from its obligations under any Loan Document to which it is a party if such Person ceases to be a Restricted Subsidiary as a result of a transaction or designation permitted hereunder; provided that no such release shall occur if such Guarantor continues to be a guarantor in respect of any Permitted Subordinated Indebtedness unless and until such Guarantor is (or is being simultaneously) released from its guarantee with respect to such Permitted Subordinated Indebtedness. Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release any Guarantor from its obligations under the Loan Documents pursuant to this Section 9.11. In each case as specified in this Section 9.11, the Administrative Agent will, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such Guarantor from its obligations under the Loan Documents in accordance with the terms of the Loan Documents and this Section 9.11.

Section 9.12. Other Agents; Arrangers and Managers. None of the Lenders or other Persons identified on the facing page and/or signature pages of this Agreement as a "co-syndication agent," "documentation agent," "joint book-running manager," "arranger," or "joint lead arranger" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 9.13. Appointment of Supplemental Administrative Agents. (a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, the Administrative Agent is hereby authorized to appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, administrative sub-agent or administrative co-agent (any such additional individual or institution being referred to herein individually as a "SUPPLEMENTAL ADMINISTRATIVE AGENT" and collectively as "SUPPLEMENTAL ADMINISTRATIVE AGENTS").

(b) Should any instrument in writing from any Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Company, shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative

Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

ARTICLE 10  
GUARANTY

Section 10.01. Guaranty. Each Borrower (other than a Designated Borrower that is a Foreign Subsidiary) hereby guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all Obligations of each other Borrower, in each case now or hereafter existing (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, fees, indemnities, contract causes of action, costs, expenses or otherwise (each Borrower in its capacity as guarantor under this Article 10, a "GUARANTOR PARTY", and such Obligations, for any Guarantor Party, its "GUARANTEED OBLIGATIONS"). Without limiting the generality of the foregoing, the liability of each Guarantor Party shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Lender Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

Section 10.02. Contribution. Subject to Section 10.03, each Guarantor Party hereby unconditionally agrees that in the event any payment shall be required to be made to any Lender Party under this Article 10 or any Subsidiary Guaranty, such Guarantor Party in its capacity as such will contribute, to the maximum extent permitted by law, such amounts to each other Guarantor so as to maximize the aggregate amount paid to the Lender Parties under or in respect of the Loan Documents.

Section 10.03. Guaranty Absolute. Each Guarantor Party guarantees that its Guaranteed Obligations will be paid in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender Party with respect thereto. The Obligations of each Guarantor Party under or in respect of this Article 10 are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Guarantor Party to enforce this Article 10, irrespective of whether any action is brought against any Borrower or any other Loan Party or whether any Borrower or any other Loan Party is joined in any such action or actions. The liability of each Guarantor Party under this Article 10 shall be irrevocable, absolute and unconditional, and each Guarantor Party hereby irrevocably waives any defenses (other than payment in full of the Guaranteed Obligations) it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of its Guaranteed Obligations or any other Obligations of any other Loan Party under or in

respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in its Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of its Guaranteed Obligations;

(d) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(e) any failure of any Lender Party to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender Party (each Guarantor Party waiving any duty on the part of the Lender Parties to disclose such information);

(f) the failure of any other Person to execute or deliver any other guaranty or agreement or the release or reduction of liability of any other guarantor or surety with respect to its Guaranteed Obligations; or

(g) any other circumstance or any existence of or reliance on any representation by any Lender Party that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety other than satisfaction in full of the Obligations.

This Article 10 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of such Guarantor Party's Guaranteed Obligations is rescinded or must otherwise be returned by any Lender Party or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

Section 10.04. Waiver and Acknowledgments. (a) Each Guarantor Party hereby waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of its Guaranteed Obligations and this Article 10 (other than any notice expressly required by the Loan Documents) and any requirement that any Lender Party exhaust any right or take any action against any Loan Party or any other Person.

(b) Each Guarantor Party hereby unconditionally and irrevocably waives any right to revoke this Article 10 and acknowledges that this Article 10 is continuing in nature and applies to all of its Guaranteed Obligations, whether existing now or in the future.

(c) Each Guarantor Party hereby unconditionally and irrevocably waives any defense arising by reason of any claim or defense based upon an election of remedies by any Lender Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor Party or other rights of such Guarantor Party to proceed against any of the other Loan Parties, any other guarantor or any other Person and any defense based on any right of set-off or

counterclaim against or in respect of the Obligations of such Guarantor Party under this Article 10.

(d) Each Guarantor Party hereby unconditionally and irrevocably waives any duty on the part of any Lender Party to disclose to such Guarantor Party any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender Party.

(e) Each Guarantor Party acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in this Article 10 are knowingly made in contemplation of such benefits.

Section 10.05. Subrogation. Each Guarantor Party hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any other Loan Party (including, in the case of each Borrower and Guarantor Party, each other Borrower) or any other insider guarantor that arise from the existence, payment, performance or enforcement of such Guarantor Party's Obligations under or in respect any Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender Party against any other Loan Party or any other insider guarantor, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any other Loan Party or any other insider guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of such Guarantor Party's Guaranteed Obligations and all other amounts payable under this Article 10 shall have been paid in full in cash, all Letters of Credit shall have expired or been terminated or otherwise provided for in full in a manner reasonably satisfactory to the L/C Issuer and the Commitments shall have expired or been terminated. If any amount shall be paid to any Guarantor Party in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Article 10, (b) the Maturity Date and (c) the latest date of expiration or termination of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the L/C Issuer, such amount shall be received and held in trust for the benefit of the Lender Parties, shall be segregated from other property and funds of such Guarantor Party and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to such Guarantor Party's Guaranteed Obligations and all other amounts payable by it under this Article 10, whether matured or unmatured, in accordance with the terms of the Loan Documents. If (i) all of the Guaranteed Obligations and all other amounts payable under this Article 10 shall have been paid in full in cash, (ii) the Maturity Date shall have occurred and (iii) all Letters of Credit shall have expired or been terminated or other provision therefor in full shall have been made in a manner reasonably satisfactory to the L/C Issuer, the Lender Parties will, at any Guarantor Party's request and expense, execute and deliver to such Guarantor Party appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor Party of an interest in the Guaranteed Obligations resulting from such payment made by such Guarantor Party pursuant to this Article 10.

Section 10.06. Payment Free and Clear of Taxes. Any and all payments by any Guarantor Party under this Article 10 shall be made in accordance with the provisions of this Agreement, including the provisions of Section 3.01 (and such Guarantor Party shall make such payments of Taxes or Other Taxes to the extent described in Section 3.01), as though such payments were made by a Borrower.

Section 10.07. No Waiver; Remedies. No failure on the part of any Lender Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 10.08. Right of Set-Off. Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 8.02 to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of said Section 8.02, the Administrative Agent and, after obtaining the prior written consent of the Administrative Agent, each other Agent and each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, but not any deposits held in a custodial, trust or other fiduciary capacity) at any time held and other indebtedness at any time owing by such Agent, such Lender or such Affiliate to or for the credit or the account of any Guarantor Party against any and all of the Obligations of such Guarantor Party now or hereafter existing under any Loan Document, irrespective of whether such Agent or such Lender shall have made any demand under any Loan Document and although such Obligations may be unmaturing. Each Agent and each Lender agrees promptly to notify such Guarantor Party after any such set-off and application; provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Agent and each Lender and their respective Affiliates under this Section 10.08 are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Agent, such Lender and their respective Affiliates may have.

Section 10.09. Continuing Guaranty; Assignments under the Credit Agreement. This Article 10 is a continuing guaranty and shall (a) remain in full force and effect until the latest of (i) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Article 10, (ii) the Maturity Date and (iii) the latest date of expiration or termination of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the L/C Issuer, (b) be binding upon each Guarantor Party, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lender Parties and their permitted successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender Party may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender Party herein or otherwise, in each case as and to the extent provided in Section 11.07. No Guarantor Party shall have the right to assign its rights hereunder or any interest herein without the prior written consent of all Lenders.

Section 10.10. Subordination of Certain Intercompany Indebtedness. Each Guarantor Party hereby agrees that any Indebtedness owed by it to another Loan Party shall be subordinated to the Obligations of such Guarantor Party and that any Indebtedness owed to it by another Loan Party shall be subordinated to the Obligations of such other Loan Party, it being understood that such Guarantor Party or such other Loan Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Default has occurred and is continuing.

ARTICLE 11  
MISCELLANEOUS

Section 11.01. Amendments, Etc. (a) No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Company or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that:

(i) no amendment, waiver or consent shall, without the written consent of each Lender directly affected thereby:

(A) extend or increase the Commitment of any Lender (it being understood that a waiver of any condition precedent set forth in Section 4.01 or 4.02 or the waiver of any Default, Event of Default or mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(B) postpone any date scheduled for any payment of principal or interest under Section 2.08 or 2.09 or fees under Section 2.04(i) or 2.10(a), it being understood that the waiver of any mandatory prepayment of the Term Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest;

(C) reduce or forgive the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iii) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, it being understood that any change to the definition of Leverage Ratio or in the component definitions thereof shall not constitute a reduction in the rate of interest; provided that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of any Borrower to pay interest at the Default Rate; or

(D) change Section 2.14 or 8.03 in any manner that would alter the pro rata sharing of payments required thereby; and

(ii) no amendment, waiver or consent shall, without the written consent of each Lender:

(A) change any provision of this Section 11.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder; or

(B) release all or substantially all of the value of the Guaranty;

provided further that:

(1) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Letter of Credit Application relating to any Letter of Credit issued or to be issued by it;

(2) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lenders in addition to the Lenders required above, affect the rights or duties of the Swing Line Lenders under this Agreement;

(3) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document;

(4) Section 11.07(i) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; and

(5) the Fee Letters may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

(b) Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded from a vote of the Lenders hereunder requiring any consent of the Lenders).

(c) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Company (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the Revolving Credit Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

(d) Notwithstanding anything to the contrary contained herein, in order to implement any Additional Term Loan Tranche or Additional Revolving Credit Commitments in accordance with Section 2.16, this Agreement may be amended for such purpose (but solely to the extent necessary to add such Additional Term Loan Tranche or Additional Revolving Credit Commitments in accordance with Section 2.16) by the Company, the Administrative Agent and the relevant Lenders providing such Additional Term Loan Tranche or Additional Revolving Credit Commitments.

(e) In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Company and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing of all outstanding Term Loans ("REFINANCED TERM LOANS") with a replacement term loan tranche hereunder ("REPLACEMENT TERM LOANS"); provided that (i) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans, (ii) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Refinanced Term Loans, (iii) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Refinanced Term Loans at the time of such refinancing and (iv) all other terms applicable to such Replacement Term Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Term Loans than, those applicable to such Refinanced Term Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Term Loans in effect immediately prior to such refinancing.

(f) Notwithstanding anything to the contrary contained in this Section 11.01, in the event that the Company requests that this Agreement be modified or amended in a manner that would require the unanimous consent of all of the Lenders and such modification or amendment is agreed to by one or more Lenders (the "CONSENTING LENDERS"), then with the consent of the Company and the Consenting Lenders, the Company and the Consenting Lenders shall be permitted to amend this Agreement without the consent of the Lender or Lenders that did not agree to the modification or amendment requested by the Company (such Lender or Lenders, collectively the "DISSENTING LENDERS") to provide for (i) the termination of the Commitment of each of the Dissenting Lenders, (ii) the addition to this Agreement of one or more other financial institutions (each of which shall be an Eligible Assignee), or an increase in the Commitment of one or more of the Consenting Lenders (with the written consent thereof), so that the total Commitment after giving effect to such amendment shall be in the same amount as the total Commitment immediately before giving effect to such amendment, (iii) if any Loans (including, for the avoidance of doubt, any L/C Advances and Specified Rate Loans made by any Dissenting Lender) are outstanding at the time of such amendment, the making of such additional Loans by such new financial institutions or Consenting Lender or Lenders, as the case may be, as may be necessary to repay in full, at par, the outstanding Loans of the Dissenting Lenders immediately before giving effect to such amendment and (iv) such other modifications to this Agreement as may be appropriate to effect the foregoing clauses (i), (ii) and (iii).

Section 11.02. Notices and Other Communications; Facsimile Copies. (a) Generally. Unless otherwise expressly provided herein, all notices and other communications provided for under any Loan Document shall be in writing (including by facsimile transmission and, except as

otherwise specifically provided herein, electronic mail). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or (subject to Section 11.02(c)) electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Borrower, the Administrative Agent, the L/C Issuer or the Swing Line Lenders, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 11.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Company, the Administrative Agent, the L/C Issuer and the Swing Line Lenders.

All such notices and other communications shall be deemed to be given or made upon the earlier of (x) actual receipt by the relevant party and (y) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party; (B) if delivered by mail, four Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail, when delivered; provided that notices and other communications to the Administrative Agent, the L/C Issuer and the Swing Line Lenders pursuant to Article 2 shall not be effective until actually received by such Person. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

(b) Effectiveness of Facsimile Documents and Signatures. Loan Documents may be transmitted and/or signed by facsimile or other electronic means. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on each Loan Party, each Agent and each Lender. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

(c) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including electronic mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article 2 if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Company may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(d) Reliance by Agents and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of any Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Such Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of such Borrower in the absence of gross negligence or willful misconduct.

Section 11.03. No Waiver; Cumulative Remedies. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided under each Loan Document are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 11.04. Attorney Costs, Expenses and Taxes. Each Borrower agrees (a) to pay or reimburse the Administrative Agent for all reasonable out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, syndication and execution of this Agreement and the other Loan Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all Attorney Costs of a single firm of attorneys acting as counsel to the Administrative Agent, and (b) to pay or reimburse the Administrative Agent and each Lender for all reasonable out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law), including all Attorney Costs of counsel to the Administrative Agent. All amounts due under this Section 11.04 shall be paid within ten (10) Business Days after receipt by the Company of an invoice in reasonable detail. The agreements in this Section 11.04 shall survive the termination of the Aggregate Commitments and repayment of all other Obligations. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent or any Lender, in its sole discretion.

Section 11.05. Indemnification by the Borrowers. Whether or not the transactions contemplated hereby are consummated, the Borrowers shall jointly and severally indemnify and hold harmless each Agent, each Lender and their respective Affiliates, directors, officers, employees, counsel, agents, attorneys-in-fact, trustees and advisors (collectively the "INDEMNITEES") from and against any and all liabilities, losses, damages, claims and costs (including Attorney Costs, which shall be limited to one counsel to the Administrative Agent and the Lenders (exclusive of one local counsel to the Administrative Agent and the Lenders in each relevant jurisdiction), unless (x) the interests of the Administrative Agent and the Lenders are sufficiently divergent, in which case one additional counsel may be appointed and (y) if the

interests of any Lender or group of Lenders (other than all of the Lenders) are distinctly or disproportionately affected, one additional counsel for such Lender or group of Lenders in the case of clause (a) below) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with:

(a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby;

(b) any Commitment, Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit); or

(c) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by any Restricted Company or any of their Subsidiaries, or any Environmental Liability related in any way to any Restricted Company or any of their Subsidiaries; or

(d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto;

(all the foregoing, collectively, the "INDEMNIFIED LIABILITIES"), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, losses, damages, claims and costs (x) have resulted from the gross negligence or willful misconduct of such Indemnitee or breach of the Loan Documents by such Indemnitee as determined by the final non-appealable judgment of a court of competent jurisdiction or (y) arise from claims of any of the Lenders solely against one or more Lenders that have not resulted from any misrepresentation, default or the breach of any Loan Document or any actual or alleged performance or non-performance by a Borrower or one of its Subsidiaries or other Affiliates or any of their respective officers, directors, stockholders, partners, members, employees, agents, representatives or advisors. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement, except to the extent resulting from the willful misconduct or gross negligence of such Indemnitee as determined by the final non-appealable judgment of a court of competent jurisdiction, nor shall any Indemnitee or any Loan Party have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 11.05 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors or an Indemnitee or any other

Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated. All amounts due under this Section 11.05 shall be paid promptly after receipt by the Company of an invoice in reasonable detail. The agreements in this Section 11.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

Section 11.06. Payments Set Aside. To the extent that any payment by or on behalf of any Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then:

(a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and

(b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Federal Funds Rate from time to time in effect.

Section 11.07. Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 11.07(f) and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Notwithstanding Section 11.07(a), neither the Company nor any other Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender.

(c) Notwithstanding Section 11.07(a), no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 11.07(d), (ii) by way of participation in accordance with the provisions of Section 11.07(f), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.07(h) and Section 11.07(j) or (iv) to an SPC in accordance with the provisions of Section 11.07(i) (and any other attempted assignment or transfer by any party hereto shall be null and void).

(d) Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement; provided that

(i) except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or, in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the outstanding principal balance of the Loan of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$25,000,000, in the case of any assignment in respect of the Revolving Credit Facility, or \$10,000,000, in the case of any assignment in respect of any Term Loans, unless each of the Administrative Agent and, so long as no Event of Default in respect of Section 8.01(a) or (f) has occurred and is continuing, the Company otherwise consents (each such consent not to be unreasonably withheld or delayed);

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not (x) apply to rights in respect of Swing Line Loans or (y) prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis;

(iii) any assignment of a Term Loan or a Revolving Credit Commitment to an Eligible Assignee must be approved, if applicable, by the Persons specified for such assignment in the definition of Eligible Assignee;

(iv) the parties (other than the Company unless its consent to such assignment is required hereunder) to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 (which fee the Company shall have no obligation to pay except as required in Section 3.09); and

(v) the assigning Lender shall deliver any Notes evidencing such Loans to the Company or the Administrative Agent (and the Administrative Agent shall deliver such Notes to the Company). Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 11.07(e), from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 3.01, 3.04, 3.05, 3.07, 11.04 and 11.05 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, and the surrender by the assigning Lender of its Note, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender.

Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this clause (d) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.07(f).

(e) The Administrative Agent, acting solely for this purpose as an agent of each Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and related interest amounts) of the Loans, L/C Obligations (specifying the Unreimbursed Amounts), L/C Borrowings and amounts due under Section 2.04 owing to each Lender pursuant to the terms hereof from time to time (the "REGISTER"). The entries in the Register shall be conclusive, absent manifest error, and each Borrower, each Agent and each Lender shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by any Borrower, any Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(f) Any Lender may at any time, without the consent of, or notice to, any Borrower or the Administrative Agent, sell participations to any Person (other than a natural person) (each, a "PARTICIPANT") in all or a portion of such Lender's rights and/or obligations under this Agreement; provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) each Borrower, each Agent and each other Lender shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 11.01(a)(i) that directly affects such Participant. Subject to Section 11.07(g), each Participant shall be entitled to the benefits of Section 3.01, and Sections 3.04 through 3.07 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.07(d). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.10 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.14 as though it were a Lender.

(g) A Participant shall not be entitled to receive any greater payment under Section 3.01 and Sections 3.04 through 3.07 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with each Borrower's prior written consent and such Participant complies with Section 11.16 as if such Participant were a Lender under Section 11.16. A Participant shall not be entitled to the benefits of Section 3.01 unless each Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of each Borrower, to comply with Section 11.16 as though it were a Lender.

(h) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement under its Note, if any to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(i) Notwithstanding anything to the contrary contained herein:

(i) any Lender (a "GRANTING LENDER") may grant to a special purpose funding vehicle (an "SPC") identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Company the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that

(A) nothing herein shall constitute a commitment by any SPC to fund any Loan, and

(B) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof.

(ii) (A) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of any Borrower under this Agreement (including its obligations under Section 3.01 or 3.04 through 3.07), (B) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (C) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender.

(iii) any SPC may (A) with notice to, but without prior consent of any Borrower or the Administrative Agent and with the payment of a processing fee of \$3,500, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (B) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

(j) Notwithstanding anything to the contrary contained herein, any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 11.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents, (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan

Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise (unless such trustee is an Eligible Assignee which has complied with the requirements of Section 11.07(d)).

Section 11.08. Successors. Notwithstanding anything to the contrary contained herein, either or both of JPMCB and Bank of America may, upon 30 days' notice to the Company and the Lenders, resign as L/C Issuer and/or Swing Line Lender; provided that on or prior to the expiration of such 30-day period with respect to JPMCB's resignation as L/C Issuer, JPMCB shall have identified a successor L/C Issuer reasonably acceptable to the Company willing to accept its appointment as successor L/C Issuer. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Company shall be entitled to appoint a successor L/C Issuer or Swing Line Lender from among the Lenders willing to accept such appointment; provided that a failure by the Company to appoint any such successor shall not affect the resignation of JPMCB or Bank of America as L/C Issuer or Swing Line Lender, as the case may be, except as provided above. If JPMCB resigns as L/C Issuer, it shall retain all the rights and obligations of the L/C Issuer with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.04(c)). If JPMCB or Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Specified Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.05(c).

Section 11.09. Confidentiality. Each Agent and each Lender agrees to maintain the confidentiality of the Information, except that the Information may be disclosed (a) to its directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and who have agreed or are otherwise obligated to keep such Information confidential, and the applicable Agent or Lender shall be responsible for compliance by such Persons with such obligations); (b) to the extent requested by any regulatory authority having jurisdiction over the applicable Agent or Lender; (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process; provided that the Agent or Lender that discloses any Information pursuant to this clause (c) shall provide the Company prompt notice of such disclosure; (d) to any other party to this Agreement; (e) subject to an agreement containing provisions substantially the same as (or no less restrictive than) those of this Section 11.09 (or as may otherwise be reasonably acceptable to each Borrower), (x) to any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement or (y) to any direct, indirect, actual or prospective counterparty (and its advisor) to any swap, derivative or securitization transaction related to its obligations under this Agreement; (f) with the written consent of the Company; (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 11.09; (h) to any state, Federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any other similar organization) regulating any Lender; or (i) to any rating agency when required by it (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any

Information relating to the Loan Parties received by it from such Lender). In addition, any Agent and any Lender may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to any Agent and any Lender in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments, and the Credit Extensions. For the purposes of this Section 11.09, "INFORMATION" means all information received from any Loan Party relating to any Loan Party or its business, other than any such information that is publicly available to any Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 11.09.

Section 11.10. Set-off. In addition to any rights and remedies of each Lender provided by Law, upon the occurrence and during the continuance of any Event of Default, after obtaining the prior written consent of the Administrative Agent, each Lender is authorized at any time and from time to time, without prior notice to any Loan Party, any such notice being waived by each Borrower (on its own behalf and on behalf of each other Loan Party) to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, but not any deposits held in a custodial, trust or other fiduciary capacity), at any time held by, and other Indebtedness at any time owing by, such Lender to or for the credit or the account of the respective Loan Parties against any and all Obligations owing to such Lender hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Lender agrees promptly to notify the Company and the Administrative Agent after any such set off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent and each Lender under this Section 11.10 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent and such Lender may have.

Section 11.11. Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under any Loan Document shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "MAXIMUM RATE"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to such Borrower. In determining whether the interest contracted for, charged, or received by an Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 11.12. Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other

Loan Document. The Agents may also require that any such documents and signatures delivered by telecopier be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier.

Section 11.13. Integration. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of any Agent or any Lender in any other Loan Document shall not be deemed a conflict with this Agreement and subject, in the case of Letter of Credit Applications, to the last sentence of Section 2.04(b)(i). Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 11.14. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

Section 11.15. Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 11.16. Tax Forms. (a) (i) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which a Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Company (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Administrative Agent as will enable the Company or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(ii) Without limiting the generality of the foregoing, in the event that a Borrower is resident for tax purposes in the United States, any Foreign Lender shall

deliver to the Company and the Administrative Agent, on or prior to the date which is ten Business Days after the Closing Date (or upon accepting an assignment of an interest herein), two duly signed, properly completed copies of either IRS Form W-8BEN or any successor thereto (relating to such Foreign Lender and entitling it to an exemption from, or reduction of, United States withholding tax on all payments to be made to such Foreign Lender by the Company or any other Loan Party pursuant to this Agreement or any other Loan Document) or IRS Form W-8ECI or any successor thereto (relating to all payments to be made to such Foreign Lender by the Company or any other Loan Party pursuant to this Agreement or any other Loan Document) or such other evidence reasonably satisfactory to the Company and the Administrative Agent that such Foreign Lender is entitled to an exemption from, or reduction of, United States withholding tax, including any exemption pursuant to Section 881(c) of the Code, and in the case of a Foreign Lender claiming such an exemption under Section 881(c) of the Code, a certificate that establishes in writing to the Company and the Administrative Agent that such Foreign Lender is not (A) a "bank" as defined in Section 881(c)(3)(A) of the Code, (B) a 10-percent shareholder within the meaning of Section 871(h)(3)(B) of the Code, or (C) a controlled foreign corporation related to the Company within the meaning of Section 864(d) of the Code. Thereafter and from time to time, each such Foreign Lender shall (1) promptly submit to the Company and the Administrative Agent such additional duly and properly completed and signed copies of one or more of such forms or certificates (or such successor forms or certificates as shall be adopted from time to time by the relevant United States taxing authorities) as may then be available under then current United States laws and regulations to avoid, or such evidence as is reasonably satisfactory to the Company and the Administrative Agent of any available exemption from, or reduction of, United States withholding taxes in respect of all payments to be made to such Foreign Lender by the Borrowers or other Loan Party pursuant to this Agreement, or any other Loan Document, in each case, (x) on or before the date that any such form, certificate or other evidence expires or becomes obsolete, (y) after the occurrence of any event requiring a change in the most recent form, certificate or evidence previously delivered by it to the Company and the Administrative Agent and (z) from time to time thereafter if reasonably requested by the Company or the Administrative Agent, and (2) promptly notify the Company and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(iii) Each Foreign Lender, to the extent it does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to such Foreign Lender under any of the Loan Documents (for example, in the case of a typical participation by such Foreign Lender), shall deliver to the Company and the Administrative Agent on the date when such Foreign Lender ceases to act for its own account with respect to any portion of any such sums paid or payable, and at such other times as may be necessary in the determination of the Company or the Administrative Agent (in either case, in the reasonable exercise of its discretion), (A) two duly signed, properly completed copies of the forms or statements required to be provided by such Foreign Lender as set forth above, to establish the portion of any such sums paid or payable with respect to which such Foreign Lender acts for its own account that is not

subject to United States withholding tax, and (B) two duly signed, properly completed copies of IRS Form W-8IMY (or any successor thereto), together with any information such Foreign Lender chooses to transmit with such form, and any other certificate or statement of exemption required under the Code, to establish that such Foreign Lender is not acting for its own account with respect to a portion of any such sums payable to such Foreign Lender.

(iv) Without limiting the obligations of the Lenders set forth above regarding delivery of certain forms and documents to establish each Lender's status for U.S. withholding tax purposes, each Lender agrees promptly to deliver to the Administrative Agent or the Company, as the Administrative Agent or the Company shall reasonably request, on or prior to the Closing Date, and in a timely fashion thereafter, such other documents and forms required by any relevant taxing authorities under the Laws of any other jurisdiction, duly executed and completed by such Lender, as are required under such Laws to confirm such Lender's entitlement to any available exemption from, or reduction of, applicable withholding taxes in respect of all payments to be made to such Lender outside of the U.S. by the Borrowers pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in such other jurisdiction. Each Lender shall promptly (i) notify the Administrative Agent of any change in circumstances which would modify or render invalid any such claimed exemption or reduction, and (ii) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any such jurisdiction that any Borrower make any deduction or withholding for taxes from amounts payable to such Lender. Additionally, each of the Borrowers shall promptly deliver to the Administrative Agent or any Lender, as the Administrative Agent or such Lender shall reasonably request, on or prior to the Closing Date, and in a timely fashion thereafter, such documents and forms required by any relevant taxing authorities under the Laws of any jurisdiction, duly executed and completed by such Borrower, as are required to be furnished by such Lender or the Administrative Agent under such Laws in connection with any payment by the Administrative Agent or any Lender of Taxes or Other Taxes, or otherwise in connection with the Loan Documents, with respect to such jurisdiction.

(v) The Borrowers shall not be required to pay any additional amount or any indemnity payment under Section 3.01 to (A) any Foreign Lender with respect to any Taxes required to be deducted or withheld on the basis of the information, certificates or statements of exemption such Lender transmits pursuant to this Section 11.16(a), (B) any Foreign Lender if such Foreign Lender shall have failed to satisfy the foregoing provisions of this Section 11.16(a), or (C) any U.S. Lender if such U.S. Lender shall have failed to satisfy the provisions of Section 11.16(b); provided that if such Lender shall have satisfied the requirement of this Section 11.16(a) or Section 11.16(b), as applicable, on the date such Lender became a Lender or ceased to act for its own account with respect to any payment under any of the Loan Documents, nothing in this Section 11.16(a) or Section 11.16(b) shall relieve the Borrowers of their obligation to pay any amounts pursuant to Section 3.01 in the event that, as a result of any change in any

applicable Law, treaty or governmental rule, regulation or order, or any change in the interpretation, administration or application thereof, such Lender is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing the fact that such Lender or other Person for the account of which such Lender receives any sums payable under any of the Loan Documents is not subject to withholding or is subject to withholding at a reduced rate.

(vi) The Administrative Agent may deduct and withhold any taxes required by any Laws to be deducted and withheld from any payment under any of the Loan Documents.

(b) Each Lender and Agent that is a "United States person" within the meaning of Section 7701(a)(30) of the Code (each, a "U.S. LENDER") shall deliver to the Administrative Agent and the Company two duly signed, properly completed copies of IRS Form W-9 on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), certifying that such U.S. Lender is entitled to an exemption from United States backup withholding tax, or any successor form. If such U.S. Lender fails to deliver such forms, then the Administrative Agent may withhold from any payment to such U.S. Lender an amount equivalent to the applicable backup withholding tax imposed by the Code and the Borrowers shall not be liable for any additional amounts with respect to such withholding.

(c) If any Governmental Authority asserts that the Borrowers or the Administrative Agent did not properly withhold or backup withhold, as the case may be, any tax or other amount from payments made to or for the account of any Foreign Lender or U.S. Lender, such Foreign Lender or U.S. Lender shall indemnify the Borrowers and the Administrative Agent therefor, including all penalties and interest, any taxes imposed by any jurisdiction on the amounts payable to the Borrowers and the Administrative Agent under this Section 11.16, and costs and expenses (including Attorney Costs) of the Borrowers and the Administrative Agent. The obligation of the Foreign Lenders or U.S. Lenders, severally, under this Section 11.16 shall survive the termination of the Aggregate Commitments, repayment of all other Obligations hereunder and the resignation of the Administrative Agent.

Section 11.17. Governing Law. (a) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH BORROWER, EACH AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH BORROWER, EACH AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH

JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

Section 11.18. Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 11.18 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 11.19. Binding Effect. This Agreement shall become effective when it shall have been executed by each Borrower and the Administrative Agent shall have been notified by each Lender, each Swing Line Lender and the L/C Issuer that each such Lender, Swing Line Lender and the L/C Issuer has executed it and thereafter shall be binding upon and inure to the benefit of the Borrowers, each Agent and each Lender and their respective successors and assigns, except that no Borrower shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

Section 11.20. No Implied Duties. The Borrowers acknowledge that (a) the sole role of the Arrangers is to syndicate the Facilities and to arrange for future amendments and other modifications hereto and (b) no Agent has any duty other than as expressly provided herein. Without limiting the generality of the foregoing, the Borrowers agree that no Arranger or Agent shall in any event be subject to any fiduciary or other implied duties. Additionally, the Borrowers acknowledge and agree that the Arrangers are not advising the Borrower as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Borrowers have consulted and will continue to consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby (including any amendments or other modifications hereto), and no Arranger or Lender Party shall have any responsibility or liability to any Borrower with respect thereto. Any review by any Arranger or Lender Party of the Borrowers, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of such Arranger or Lender Party and shall not be on behalf of any Borrower.

Section 11.21. USA Patriot Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "ACT"), it is required to obtain, verify and record information that identifies each Borrower and each Guarantor, which information includes the name and address of such Borrower or Guarantor and other information that will

allow such Lender or the Administrative Agent, as applicable, to identify such Borrower or Guarantor in accordance with the Act.

Section 11.22. Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "JUDGMENT CURRENCY") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "AGREEMENT CURRENCY"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from any Borrower in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to such Borrower (or to any other Person who may be entitled thereto under applicable law).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

FIDELITY NATIONAL  
INFORMATION SERVICES, INC.

By: /s/ Michael E. Sax

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Name: Michael E. Sax  
Title: Senior Vice President and  
Treasurer

JPMORGAN CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT, SWING LINE  
LENDER AND L/C ISSUER AND AS A  
LENDER

By:/s/ Robert Anastasio

-----  
Name:Robert Anastasio  
Title: Vice President

BANK OF AMERICA, N.A., AS  
SWING LINE LENDER AND AS A LENDER

By:/s/ Joshua A. Podietz

-----  
Name:Joshua A. Podietz  
Title:Vice President

NAME OF LENDER: -----

By: -----

Name:

Title:

NAME OF LENDER: -----

By: -----

Name:

Title:

By: -----

Name:

Title:

MANDATORY COST FORMULAE

1. The Mandatory Cost (to the extent applicable) is an addition to the interest rate to compensate Multicurrency Revolving Credit Lenders for the cost of compliance with:

- (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions); or
- (b) the requirements of the European Central Bank.

2. On the first day of each Interest Period (or as soon as possible thereafter) the Administrative Agent shall calculate, as a percentage rate, a rate (the "ADDITIONAL COST RATE") for each Multicurrency Revolving Credit Lender, in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Administrative Agent as a weighted average of the Lenders' Additional Cost Rates (weighted in proportion to the percentage participation of each Lender in the relevant Revolving Credit Loan) and will be expressed as a percentage rate per annum. The Administrative Agent will, at the request of the Company or any Multicurrency Revolving Credit Lender, deliver to the Company or such Lender as the case may be, a statement setting forth the calculation of any Mandatory Cost.

3. The Additional Cost Rate for any Multicurrency Revolving Credit Lender lending from a Lending Office in a Participating Member State will be the percentage notified by that Lender to the Administrative Agent. This percentage will be certified by such Lender in its notice to the Administrative Agent to be its reasonable determination of the cost (expressed as a percentage of such Lender's participation in all Revolving Credit Loans made from such Lending Office) of complying with the minimum reserve requirements of the European Central Bank in respect of Revolving Credit Loans made from that Lending Office.

4. The Additional Cost Rate for any Multicurrency Revolving Credit Lender lending from a Lending Office in the United Kingdom will be calculated by the Administrative Agent as follows:

- (a) in relation to any Revolving Credit Loan in Sterling:

$$\frac{AB+C(B-D)+E \times 0.01}{100 - (A+C)} \text{ per cent per annum}$$

- (b) in relation to any Revolving Credit Loan in any currency other than Sterling:

$$\frac{E \times 0.01}{300} \text{ per cent per annum}$$

Where:

- "A" is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.
- "B" is the percentage rate of interest (excluding the Applicable Rate, the Mandatory Cost and any interest charged on overdue amounts pursuant to the first sentence of Section 2.09(b) and, in the case of interest (other than on overdue amounts) charged at the Default Rate, without counting any increase in interest rate effected by the charging of the Default Rate) payable for the relevant Interest Period of such Loan.
- "C" is the percentage (if any) of Eligible Liabilities which that Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.
- "D" is the percentage rate per annum payable by the Bank of England to the Administrative Agent on interest bearing Special Deposits.
- "E" is designed to compensate Multicurrency Revolving Credit Lenders for amounts payable under the Fees Rules and is calculated by the Administrative Agent as being the average of the most recent rates of charge supplied by the Lenders to the Administrative Agent pursuant to paragraph 7 below and expressed in pounds per (pound)1,000,000.

5. For the purposes of this Schedule:

- (a) "Eligible Liabilities" and "Special Deposits" have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;
- (b) "Fees Rules" means the rules on periodic fees contained in the FSA Supervision Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;
- (c) "Fee Tariffs" means the fee tariffs specified in the Fees Rules under the activity group A.1 Deposit acceptors (ignoring any minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate); and
- (d) "Tariff Base" has the meaning given to it in, and will be calculated in accordance with, the Fees Rules.

6. In application of the above formulae, A, B, C and D will be included in the formulae as percentages (i.e. 5% will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.
7. If requested by the Administrative Agent or the Company, each Multicurrency Revolving Credit Lender with a Lending Office in the United Kingdom or a Participating Member State shall, as soon as practicable after publication by the Financial Services Authority, supply to the Administrative Agent and the Company, the rate of charge payable by such Lender to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by such Lender as being the average of the Fee Tariffs applicable to such Lender for that financial year) and expressed in pounds per (pound)1,000,000 of the Tariff Base of such Lender.
8. Each Multicurrency Revolving Credit Lender shall supply any information required by the Administrative Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Multicurrency Revolving Credit Lender shall supply the following information in writing on or prior to the date on which it becomes a Multicurrency Revolving Credit Lender:
  - (a) the jurisdiction of the Lending Office out of which it is making available its participation in the relevant Loan; and
  - (b) any other information that the Administrative Agent may reasonably require for such purpose.

Each Multicurrency Revolving Credit Lender shall promptly notify the Administrative Agent in writing of any change to the information provided by it pursuant to this paragraph.

9. The percentages of each Multicurrency Revolving Credit Lender for the purpose of A and C above and the rates of charge of each Multicurrency Revolving Credit Lender for the purpose of E above shall be determined by the Administrative Agent based upon the information supplied to it pursuant to paragraphs 7 and 8 above and on the assumption that, unless a Multicurrency Revolving Credit Lender notifies the Administrative Agent to the contrary, each Multicurrency Revolving Credit Lender's obligations in relation to cash ratio deposits and Special Deposits are the same as those of a typical bank from its jurisdiction of incorporation with a Lending Office in the same jurisdiction as its Lending Office.
10. The Administrative Agent shall have no liability to any Person if such determination results in an Additional Cost Rate which over- or under-compensates any Multicurrency Revolving Credit Lender and shall be entitled to assume that the information provided by any Lender pursuant to paragraphs 3, 7 and 8 above is true and correct in all respects.
11. The Administrative Agent shall distribute the additional amounts received as a result of the Mandatory Cost to the Multicurrency Revolving Credit Lenders on the basis of the

Additional Cost Rate for each Multicurrency Revolving Credit Lender based on the information provided by each Multicurrency Revolving Credit Lender pursuant to paragraphs 3, 7 and 8 above.

12. Any determination by the Administrative Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Multicurrency Revolving Credit Lender shall, in the absence of manifest error, be conclusive and binding on all parties hereto.
13. The Administrative Agent may from time to time, after consultation with the Company and the Multicurrency Revolving Credit Lenders, determine and notify to all parties any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all parties hereto.

SCHEDULE 1.01A

MANDATORY COST FORMULAE

1. The Mandatory Cost (to the extent applicable) is an addition to the interest rate to compensate Multicurrency Revolving Credit Lenders for the cost of compliance with:
  - (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions); or
  - (b) the requirements of the European Central Bank.
2. On the first day of each Interest Period (or as soon as possible thereafter) the Administrative Agent shall calculate, as a percentage rate, a rate (the "ADDITIONAL COST RATE") for each Multicurrency Revolving Credit Lender, in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Administrative Agent as a weighted average of the Lenders' Additional Cost Rates (weighted in proportion to the percentage participation of each Lender in the relevant Revolving Credit Loan) and will be expressed as a percentage rate per annum. The Administrative Agent will, at the request of the Company or any Multicurrency Revolving Credit Lender, deliver to the Company or such Lender as the case may be, a statement setting forth the calculation of any Mandatory Cost.
3. The Additional Cost Rate for any Multicurrency Revolving Credit Lender lending from a Lending Office in a Participating Member State will be the percentage notified by that Lender to the Administrative Agent. This percentage will be certified by such Lender in its notice to the Administrative Agent to be its reasonable determination of the cost (expressed as a percentage of such Lender's participation in all Revolving Credit Loans made from such Lending Office) of complying with the minimum reserve requirements of the European Central Bank in respect of Revolving Credit Loans made from that Lending Office.
4. The Additional Cost Rate for any Multicurrency Revolving Credit Lender lending from a Lending Office in the United Kingdom will be calculated by the Administrative Agent as follows:
  - (a) in relation to any Revolving Credit Loan in Sterling:
$$\frac{AB+C(B-D)+E \times 0.01}{100 - (A+C)} \text{ per cent per annum}$$
  - (b) in relation to any Revolving Credit Loan in any currency other than Sterling:
$$\frac{E \times 0.01}{300} \text{ per cent per annum}$$

Where:

- "A" is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.
- "B" is the percentage rate of interest (excluding the Applicable Rate, the Mandatory Cost and any interest charged on overdue amounts pursuant to the first sentence of Section 2.09(b) and, in the case of interest (other than on overdue amounts) charged at the Default Rate, without counting any increase in interest rate effected by the charging of the Default Rate) payable for the relevant Interest Period of such Loan.
- "C" is the percentage (if any) of Eligible Liabilities which that Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.
- "D" is the percentage rate per annum payable by the Bank of England to the Administrative Agent on interest bearing Special Deposits.
- "E" is designed to compensate Multicurrency Revolving Credit Lenders for amounts payable under the Fees Rules and is calculated by the Administrative Agent as being the average of the most recent rates of charge supplied by the Lenders to the Administrative Agent pursuant to paragraph 7 below and expressed in pounds per L1,000,000.

5. For the purposes of this Schedule:

- (a) "Eligible Liabilities" and "Special Deposits" have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;
- (b) "Fees Rules" means the rules on periodic fees contained in the FSA Supervision Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;
- (c) "Fee Tariffs" means the fee tariffs specified in the Fees Rules under the activity group A.1 Deposit acceptors (ignoring any minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate); and
- (d) "Tariff Base" has the meaning given to it in, and will be calculated in accordance with, the Fees Rules.

6. In application of the above formulae, A, B, C and D will be included in the formulae as percentages (i.e. 5% will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.
7. If requested by the Administrative Agent or the Company, each Multicurrency Revolving Credit Lender with a Lending Office in the United Kingdom or a Participating Member State shall, as soon as practicable after publication by the Financial Services Authority, supply to the Administrative Agent and the Company, the rate of charge payable by such Lender to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by such Lender as being the average of the Fee Tariffs applicable to such Lender for that financial year) and expressed in pounds per £1,000,000 of the Tariff Base of such Lender.
8. Each Multicurrency Revolving Credit Lender shall supply any information required by the Administrative Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Multicurrency Revolving Credit Lender shall supply the following information in writing on or prior to the date on which it becomes a Multicurrency Revolving Credit Lender:
  - (a) the jurisdiction of the Lending Office out of which it is making available its participation in the relevant Loan; and
  - (b) any other information that the Administrative Agent may reasonably require for such purpose.

Each Multicurrency Revolving Credit Lender shall promptly notify the Administrative Agent in writing of any change to the information provided by it pursuant to this paragraph.

9. The percentages of each Multicurrency Revolving Credit Lender for the purpose of A and C above and the rates of charge of each Multicurrency Revolving Credit Lender for the purpose of E above shall be determined by the Administrative Agent based upon the information supplied to it pursuant to paragraphs 7 and 8 above and on the assumption that, unless a Multicurrency Revolving Credit Lender notifies the Administrative Agent to the contrary, each Multicurrency Revolving Credit Lender's obligations in relation to cash ratio deposits and Special Deposits are the same as those of a typical bank from its jurisdiction of incorporation with a Lending Office in the same jurisdiction as its Lending Office.
10. The Administrative Agent shall have no liability to any Person if such determination results in an Additional Cost Rate which over- or under-compensates any Multicurrency Revolving Credit Lender and shall be entitled to assume that the information provided by any Lender pursuant to paragraphs 3, 7 and 8 above is true and correct in all respects.

11. The Administrative Agent shall distribute the additional amounts received as a result of the Mandatory Cost to the Multicurrency Revolving Credit Lenders on the basis of the Additional Cost Rate for each Multicurrency Revolving Credit Lender based on the information provided by each Multicurrency Revolving Credit Lender pursuant to paragraphs 3, 7 and 8 above.
12. Any determination by the Administrative Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Multicurrency Revolving Credit Lender shall, in the absence of manifest error, be conclusive and binding on all parties hereto.
13. The Administrative Agent may from time to time, after consultation with the Company and the Multicurrency Revolving Credit Lenders, determine and notify to all parties any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all parties hereto.

Schedule 1.01A-4

## SCHEDULE 1.01B

## CLOSING DATE GUARANTORS

COMPANY	JURISDICTION OF ORGANIZATION
Aurum Technology Inc.	Delaware
Certegy Check Services, Inc.	Delaware
Certegy Payment Recovery Services, Inc.	Georgia
Clear Par, LLC	New York
DOCX, LLC	Georgia
Fidelity Information Services, Inc.	Arkansas
Fidelity Information Services International Holdings, Inc.	Delaware
Fidelity International Resource Management, Inc.	Delaware
Fidelity National Agency Sales and Posting	California
Fidelity National Card Services, Inc.	Florida
Fidelity National Credit Services, Inc.	New York
Fidelity National E-Banking Services, Inc.	Georgia
Fidelity National Field Services, Inc.	Delaware
Fidelity National Foreclosure Solutions, Inc.	Delaware
Fidelity National Global Card Services, Inc.	Florida
Fidelity National Information Services, LLC	Delaware
Fidelity National Information Solutions, Inc.	Delaware
Fidelity National Payment Services, Inc.	Delaware
Fidelity National Tax Service, Inc.	California
Fidelity National Transaction Services, Inc.	Georgia
Fidelity Output Solutions, LP	Texas
FNF Capital Leasing, Inc.	Delaware
FNF Capital, LLC	California
FNIS Flood Group, LLC	Delaware
FNIS Flood Services, L.P.	Delaware
Game Financial Corporation	Minnesota
Geotrac, Inc.	Delaware
Hansen Quality, LLC	California
InterCept, Inc.	Georgia
InterCept Services, LLC	Georgia
InterCept TX I, LLC	Georgia
International Data Management Corporation	California
Investment Property Exchange Services, Inc.	California
LRT Record Services, Inc.	Texas
LSI Appraisal, LLC	Delaware
LSI Title Agency, Inc.	Illinois

COMPANY

JURISDICTION OF ORGANIZATION

-----  
LSI Title Company  
Property Insight, LLC

-----  
California  
California

Schedule 1.01B-2

SCHEDULE 1.01C

MANAGEMENT AGREEMENTS

None.

Schedule 1.01C

SCHEDULE 1.01D

UNRESTRICTED SUBSIDIARIES

None.

Schedule 1.01D

## SCHEDULE 2.01

## COMMITMENTS

(ALL FIGURES IN U.S. DOLLARS)

	MULTICURRENCY REVOLVING CREDIT COMMITMENT	US DOLLAR REVOLVING CREDIT COMMITMENT	TERM LOAN COMMITMENT	TOTAL COMMITMENT
	-----	-----	-----	-----
JPMorgan Chase Bank, N.A.	\$114,500,000	\$ 2,500,000	\$ 273,000,000	\$ 390,000,000
Bank of America, N.A.	114,500,000	2,500,000	273,000,000	390,000,000
Wachovia Bank, National Association	114,500,000	2,500,000	273,000,000	390,000,000
BNP Paribas	90,000,000	--	210,000,000	300,000,000
Wells Fargo Bank, National Association	--	45,000,000	105,000,000	150,000,000
U.S. Bank National Association	30,000,000	--	70,000,000	100,000,000
Bear Stearns Corporate Lending Inc.	30,000,000	--	70,000,000	100,000,000
The Bank of Nova Scotia	30,000,000	--	70,000,000	100,000,000
Mizuho Corporate Bank Ltd New York Branch	30,000,000	--	70,000,000	100,000,000
SunTrust Bank	22,500,000	--	52,500,000	75,000,000
Union Bank of California, N.A.	--	21,000,000	49,000,000	70,000,000
Citibank, N.A.	15,000,000	--	35,000,000	50,000,000
Calyon New York Branch	--	15,000,000	35,000,000	50,000,000
National City Bank	15,000,000	--	35,000,000	50,000,000
Credit Suisse, Cayman Island Branch	15,000,000	--	35,000,000	50,000,000
United Overseas Bank Limited, New York Agency	--	15,000,000	35,000,000	50,000,000
KBC Bank N.V.	15,000,000	--	35,000,000	50,000,000
The Governor and Company of the Bank of Ireland	15,000,000	--	35,000,000	50,000,000
Citizens Bank of Massachusetts	15,000,000	--	35,000,000	50,000,000
Regions Bank	--	10,500,000	24,500,000	35,000,000
Comerica Bank U.S. Banking-South	9,000,000	--	21,000,000	30,000,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd., NY Branch	--	9,000,000	21,000,000	30,000,000
Goldman Sachs Credit Partners L.P.	7,500,000	--	17,500,000	25,000,000
Commerzbank	--	7,500,000	17,500,000	25,000,000
Lehman Commercial Paper Inc.	7,500,000	--	17,500,000	25,000,000
Bank of New York	7,500,000	--	17,500,000	25,000,000
Bank of China, New York Branch	7,500,000	--	17,500,000	25,000,000
HSBC Bank USA, N.A.	7,500,000	--	17,500,000	25,000,000
PNC Bank, National Association	7,500,000	--	17,500,000	25,000,000
EverBank	--	7,500,000	17,500,000	25,000,000
Bank of the West	7,500,000	--	17,500,000	25,000,000
RBC Centura Bank (Royal Bank of Canada)	--	6,000,000	14,000,000	20,000,000
E.Sun Commercial Bank, Ltd., Los Angeles Branch	--	4,500,000	10,500,000	15,000,000
Fifth Third Bank, A Michigan Banking Corporation	4,500,000	--	10,500,000	15,000,000
Chang Hwa Commercial Bank, Ltd., New York Branch	--	4,500,000	10,500,000	15,000,000
Taipei Fubon Commercial Bank, New York Agency	3,000,000	--	7,000,000	10,000,000
The Bank of Kentucky, Inc	--	3,000,000	7,000,000	10,000,000
Hua Nan Commercial Bank, Ltd. New York Agency	--	3,000,000	7,000,000	10,000,000
Chinatrust	--	3,000,000	7,000,000	10,000,000
Bank of Communications Co.,Ltd, New York Branch	--	1,500,000	3,500,000	5,000,000
First Commercial Bank, New York Agency	--	1,500,000	3,500,000	5,000,000
TOTAL	\$735,000,000	\$165,000,000	\$2,100,000,000	\$3,000,000,000
	=====	=====	=====	=====

Schedule 2.01

SCHEDULE 5.06

LITIGATION

None.

Schedule 5.06

SCHEDULE 5.11

SUBSIDIARIES (1)

FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation,

- A. Fidelity National Asia Pacific Holdings, LLC, a Georgia limited liability company
- B. Fidelity National Asset Management, Inc., a Georgia corporation
- C. Fidelity National Capital, Inc., a Georgia corporation
- D. Fidelity National Europe LLC, a Georgia limited liability company
  - 1. Certegy International Investments C.V., a Netherlands company
    - a. Aircrown Ltd., a United Kingdom company
      - i. Certegy Canada Company, a Nova Scotia company
    - b. Fidelity National Canada Holdings LLC, a Georgia limited liability company
    - c. Certegy Dutch Holdings B.V., a Netherlands company
      - i. Certegy Card Services B.V., a Netherlands company
    - d. Certegy UK Holdings B.V., a Netherlands company
      - i. Certegy Card Services Australia Pty Ltd., an Australia company
      - ii. Certegy Ltd., a United Kingdom company
        - 1. Certegy Card Services Ltd., a United Kingdom company
        - 2. Transax Limited, a United Kingdom company
          - a. Central Credit Services, Ltd., a United Kingdom company
          - b. Certegy Australia Limited, a United Kingdom company
            - i. Certegy Ezi-Pay Pty Ltd., an Australia company
            - ii. The Ezi-Travel Club Pty Ltd., an Australia company
          - c. Certegy France Ltd., a United Kingdom company
            - i. Certegy SNC, a France company
          - d. Certegy Ireland Limited, an Ireland company
          - e. Certegy New Zealand Ltd., a New Zealand company
          - f. Certegy Pty Ltd., an Australia company

- -----  
\* Unless otherwise noted by indicating a percentage (%), each entity is wholly-owned by the entity appearing one numbering level directly above it in this Schedule.

- g. Retail Credit Management Limited, a United Kingdom company
  - h. Viv plc, a United Kingdom company
- E. Fidelity National Payment Services, Inc., a Delaware corporation
  - 1. Fidelity National Card Services, Inc., a Florida corporation
    - a. Certegy Card Services (Thailand) Co., Ltd., a Thailand company
    - b. Fidelity National Global Card Services, Inc., a Florida corporation
    - c. Crittson Financial Corporation, an Indiana corporation
      - i. Crittson Financial LLC, an Indiana limited liability company
    - d. Payment South America Holdings, Inc., a Georgia corporation
      - i. Card Brazil Holdings, Inc., a Georgia corporation
        - 1. AGES Participacoes Ltda., a Brazil company (60.75%)
          - a. Fidelity Participacoes e Servicos Ltda., a Brazil company (72.13%)
            - i. Arcturus S.A., a Brazil company
            - ii. Holdco One Brasil S.A., a Brazil company
              - 1. Celta Holdings, S.A., a Brazil company (51%)
                - a. Fidelity Processadora e Servicos S.A., a Brazil company
            - 2. Card Brazil LLC, a Georgia limited liability company
          - ii. Certegy Card Services Caribbean, Ltd., a Barbados company
          - iii. Payment Brasil Holdings Ltda., a Brazil company
            - 1. Certegy (Cayman Islands) Limited, a Cayman Islands company
            - 2. Fidelity Participacoes e Servicos Ltda., a Brazil company (27.87%)
            - 3. Partech Ltda., a Brazil company (51%)
        - iv. Payment Chile S.A., a Chile company
          - 1. Certegy S.A., a Chile company
        - v. Payment South America LLC, a Georgia limited liability company
  - 2. Certegy Check Services, Inc., a Delaware corporation
    - a. Certegy Payment Recovery Services, Inc., a Georgia corporation
  - 3. Fidelity National E-Banking Services, Inc., a Georgia corporation
  - 4. Fidelity National Transaction Services, Inc., a Georgia corporation
    - a. Game Financial Corporation, a Minnesota corporation
      - i. Game Financial Caribbean N.V., a Netherlands Antilles company

- 5. Financial Insurance Marketing Group, Inc., a District of Columbia company
- F. Fidelity National First Bankcard Systems, Inc., a Georgia corporation
- G. Fidelity National Licensing Services, Inc., a Georgia corporation
- H. Fidelity National Information Services, LLC, a Delaware limited liability company
- 1. Fidelity National Information Solutions, Inc., a Delaware corporation ("OLD FNIS")
  - a. Arizona Sales and Posting, Inc., an Arizona corporation
  - b. A.S.A.P. Legal Publication Services, Inc., a California corporation
  - c. Comstock Net Services, Inc., a Delaware corporation
  - d. DOCX, LLC, a Georgia limited liability company
  - e. Fidelity Information Services, Inc., an Arkansas corporation ("OLD FIS")
    - i. BenchMark Consulting International N A, Inc., a Georgia corporation
      - 1. BenchMark Consulting International Europe GmbH, a Germany company
    - ii. Aurum Technology Inc., a Delaware corporation
    - iii. Clear Par, LLC, a New York limited liability company
    - iv. Fidelity Information Services (Hong Kong) Limited, a Hong Kong company (99.9%)
    - v. Fidelity Information Services (Thailand) Limited, a Thai company (99.9%)
    - vi. Fidelity Information Services International, Ltd., a Delaware corporation
    - vii. Fidelity Information Services International Holdings, Inc., a Delaware corporation
      - 1. Fidelity Information Services Limited, a United Kingdom company
      - 2. Fidelity Information Services S.p.Z.o.o., a Poland company
      - 3. ALLTEL Servicios de Informacion (Costa Rica) S.A., a Costa Rica company
      - 4. Fidelity Information Services (France) SARL, a France company
      - 5. Fidelity Information Services (Germany) GmbH, a Germany company
      - 6. Fidelity Information Services Canada Limited (Canada), a Canada company
      - 7. Fidelity Information Services (New Zealand) Limited, a New Zealand company

8. Fidelity Information Services Pakistan (Private) Company Limited, a Pakistan company
9. Fidelity Information Services Taiwan Company Limited, a Taiwan company
- viii. Fidelity Information Services International Holdings, C.V., (FISHI-Netherlands) a Netherlands company (90% owned by Old FIS; 10% owned by FIRM)
  1. Fidelity National Information Services, C.V., a Netherlands company (90% owned by FISHI-Netherlands; 10% owned by FIRM)
    - i. Fidelity Information Services Holdings B.V., a Netherlands company
      1. Fidelity Information and Technology Services (Beijing) Co., Ltd., a China company
      2. Fidelity Information Services Holding GmbH, a Germany company
        - i. KORDOBA GmbH & Co. KG, a Germany company
        - ii. KORDOBA Verwaltungs GmbH, a Germany company
      3. Fidelity Information Services Brasil Participacoes Ltda., a Brazil corporation, (99.9%; .1% owned by Fidelity Information Services International Holdings, CV)
        - i. Fidelity Servicos de Informatica Brasil Ltda. a Brazil company, (99.9%)
      4. FNIS Holding Brazil Ltda., a Brazil company
        - i. Proservvi Banco de Servicos S.A., a Brazil company (99.9%)
          - a. Proservvi Empreendimentos e Servicos Ltda., a Brazil company (99.9%)
      5. Fidelity Business Solutions India Private Limited, an Indian company
- ix. Fidelity International Resource Management, Inc., ("FIRM"), a Delaware corporation
- x. FIS Management Services, LLC, a Delaware limited liability company

- xi. Fidelity National Information Services (Netherlands) B.V., a Netherlands company
  - 1. KORDOBA B.V., a Netherlands company
- xii. InterCept, Inc., a Georgia corporation
  - 1. InterCept Data Services, Inc., an Alabama corporation
  - 2. InterCept Services, LLC, a Georgia limited liability company
    - i. Fidelity Output Solutions, LP, a Texas limited partnership
    - ii. Fidelity Supply, LP, a Texas limited partnership
    - iii. InterCept TX I, LLC, a Georgia limited liability company
- xiii. Sanchez Computer Associates, LLC, a Delaware limited liability company
  - 1. Fidelity Outsourcing Services, Inc., a Delaware corporation
  - 2. Profile Venture Partners Capital Fund I, LP, a Delaware limited partnership (64.75%)
  - 3. PVP Advisors, LLC, a Delaware limited liability company (62%)
  - 4. Sanchez Advisors, LLC, a Delaware limited liability company
  - 5. Sanchez Software, Ltd., a Delaware corporation
    - i. Sanchez Computer Associates Pty Limited (Australia)
    - ii. FNIS Canada Inc. (Ontario Canada)
- f. Fidelity National Agency Sales and Posting, a California corporation
- g. Fidelity National Loan Portfolio Services, Inc., a California corporation
- h. Fidelity National Credit Services, Inc., a New York corporation
- i. FIS Capital Markets, LLC, a Delaware limited liability company
- j. FNIS Flood Group, LLC, a Delaware limited liability company
  - i. FNIS Flood of California, LLC, a Delaware limited liability company
    - 1. FNIS Flood Services, L.P., a Delaware limited partnership (99%)
  - ii. FNIS Flood Services, L.P., a Delaware limited partnership (1%)
- k. FNIS Intellectual Property Holdings, Inc., a Delaware corporation
- l. FNIS MLS Services, Inc., a Delaware corporation
- m. FNIS Services, Inc., a Delaware corporation
- n. Geosure, Inc., a Delaware corporation
  - i. Geosure, L.P., a New York limited partnership (83%)

1. NRC Insurance Services, Inc. a North Carolina corporation
  - o. Geotrac, Inc., a Delaware corporation
    - i. OnePointCity, L.L.C., an Ohio limited liability company
  - p. Hansen Quality, LLC, a California limited liability company
  - q. HomeBuilders Financial Network, LLC, a Delaware limited liability company (75%)
    - i. HomeBuilders Investment, LLC, a Delaware limited liability company
      1. Builders Affiliated Mortgage Services, a Florida partnership
    - ii. HomeBuyers Mortgage Network, LLC, a Florida limited liability company
    - iii. National Underwriting Services, LLC, a Delaware limited liability company
  - r. I-Net Reinsurance Ltd., a Turks and Caicos company
  - s. International Data Management Corporation, a California corporation
  - t. Fidelity National Information Solutions Canada Inc., a Canada company
  - u. Geosure, LP, a New York limited partnership (17%)
2. Fidelity National Tax Service, Inc. a California corporation ("FNTAX")
  - a. Fidelity National Asset Management Solutions, Inc., a Colorado corporation
    - i. RealEC Technologies, Inc., a Delaware corporation (56%)
  - b. Fidelity National Field Services, Inc., a Delaware corporation
  - c. Investment Property Exchange Services, Inc., a California corporation
    - i. Chase Vehicle Exchange, Inc., a Delaware corporation
    - ii. Indiana Residential Nominee Services, LLC, an Indiana limited liability company
    - iii. Maine Residential Nominee Services, LLC, a Maine limited liability company
    - iv. Massachusetts Residential Nominee Services, LLC, a Massachusetts limited liability company
    - v. National Residential Nominee Services Inc., a Delaware corporation
    - vi. National Safe Harbor Exchanges, a California corporation
    - vii. Strategic Property Investments, Inc., a Delaware corporation
    - viii. Vermont Residential Nominee Services, LLC, a Vermont limited liability company
  - d. LSI Title Company, a California corporation
    - i. Fidelity National Foreclosure Solutions, Inc., a Delaware corporation

1. New Invoice, L.L.C., a Georgia limited liability company
- ii. Lender's Service Title Agency, Inc., an Ohio corporation
- iii. LSI Title Company of Oregon, LLC, an Oregon limited liability company
- iv. LSI Alabama, LLC, an Alabama limited liability company
- v. LSI Maryland, Inc., a Maryland corporation
- vi. LSI Title Agency, Inc., an Illinois corporation
  1. LSI Appraisal, LLC, a Delaware limited liability company
- vii. LSI Title Insurance Agency of Utah, Inc., a Utah corporation
- viii. LRT Record Services, Inc., a Texas corporation
- ix. NCLSIGP, LLC, a Pennsylvania limited liability company
- x. NCLSI, L.P., a Pennsylvania limited partnership
- xi. Property Insight, LLC, a California limited liability company
  1. APTitude Solutions, Inc., a Florida corporation
- e. National Title Insurance of New York Inc., a New York corporation
- f. RealInfo, L.L.C., an Illinois limited liability company (50%)
- g. Title-Tax, Inc., a California corporation
- I. FNF Capital Leasing, Inc., a Delaware corporation
  - a. FNF Capital, LLC, a California limited liability company

SCHEDULE 7.01

EXISTING LIENS

Liens in connection with equipment leased pursuant to the Master Lease Agreement dated September 26, 2001 between Fidelity National Information Services, Inc. and GATX Technology Services Corporation.

Liens in connection with equipment leased by Fidelity National Information Services, Inc. from CIT Technology Financing Services, Inc.

Liens in connection with equipment leased by Fidelity National Information Services, Inc. from IBM Credit LLC.

Liens in connection with vendor purchase money lines of credit for equipment purchased by Fidelity National Information Services, Inc. from Pitney Bowes, Inc.

Liens in connection with vendor purchase money lines of credit (including but not limited to the purchase money line of credit with IBM for the purchase of equipment and related property, pursuant to the Agreement for Wholesale Financing (Credit Agreement), dated December 13, 1999, between Fidelity Information Services, Inc. and IBM Credit LLC (as amended by an Amendment dated August 27, 2003)).

Security interest between Vista Information Solutions, Inc. and Sirrom Capital Corporation recorded with the U.S. Trademark Office on June 3, 1996 under Reel/Frame 1471/0212.

Security interest between Vista Information Solutions, Inc. and Moore Corporation Limited recorded with the USPTO on January 27, 2000 under Reel/Frame 2027/0599.

Security interest between Lender's Service, Inc. (et al.) and Fleet National Bank recorded with the U.S. Trademark Office on August 24, 1998 under Reel/Frame 1774/0822.

Vista Information Solutions, Inc. is one of several parties (including Vista DMS, Inc., Vista Environmental Information, Inc., E/Risk Information Services, Geosure, Inc., Geosure L.P., NRC Insurance Services, Inc., NRC Acquisition, LLC, Ensite Corporation of Denver, Ecosearch Acquisition, Inc. & Ecosearch Environmental Resources, Inc.) named in a security agreement with Moore North America, Inc. and Moore Corporation Ltd. signed on December 17, 1999.

Aurum Technology, Inc. is party to a security agreement with Fleet National Bank (Boston) for Copyright Registration Nos. TXu 302-455 and TXu 506-509. It appears that these registrations may have been acquired by NewTrend, L.P., however, no assignment was recorded with the Copyright Office.

Liens in connection with equipment leased by Certegy Check Services, Inc. from IBM Credit Corporation.

Liens in connection with equipment leased pursuant to the Master Equipment Lease Agreement dated May 6, 2003 between Certegy Check Services, Inc. and Relational, LLC f/k/a Relational Funding Corporation, as assigned to IBM Credit LLC and Banc of America Leasing & Capital, LLC.

Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated April 16, 2004 between Certegy Check Services, Inc. and Cavalry SPV I, LLC.

Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated July 17, 2003 between Certegy Check Services, Inc. and Arrow Financial Services LLC, as assigned to AFS Receivables Master Trust 1999.

Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated April 16, 2004 between Certegy Check Services, Inc. and Cavalry SPV I, LLC.

Liens in connection with equipment leased by Certegy Check Services, Inc. from FNF Capital, LLC.

Liens in connection with equipment leased by Certegy Payment Recovery Services, Inc. from IBM Credit LLC.

Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Bell & Howell Financing Services Company.

Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Oce Financial Services, Inc. and Oce North American, Inc.

Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Alfa Financial Corporation dba OFC Capital.

Liens in connection with equipment leased pursuant to the Master Lease Agreement between Fidelity National Payment Services, Inc. and Hewlett-Packard Financial Services, Inc.

Liens granted in connection with Lease Agreement (Florida Property) dated December 30, 1999 between SunTrust Bank, Atlanta, as Lessor, and Equifax, Inc. (predecessor in interest to the Company), as Lessee, and all related documents, as further set forth in Schedule 7.03.

Liens granted in connection with Lease Agreement (Wisconsin Property) dated December 23, 1997 between SunTrust Banks, Inc., as Lessor, and Equifax Inc. (predecessor in interest to the Company), as Lessee, and all related documents, as further set forth in Schedule 7.03.

Under the existing Bank of America facility, liens in various property have been granted by Borrower and various subsidiaries. The indebtedness secured by such liens is being repaid with the proceeds of the initial advance under the credit facility and these liens are being terminated after such repayment.

Liens identified on attached charts.

Schedule 7.01-3

FIDELITY NATIONAL INFORMATION SERVICES, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative - -Fulton County - UCC Liens	SunTrust Banks, Inc.	060-2001-13144	07/18/01	Real property, including fixtures, in regard to certain leased property in Madison, Wisconsin	
Georgia Cooperative - -Fulton County - UCC Liens	SunTrust Bank, as Agent Prefco VI Limited Partnership	060-2001-13145	07/18/01	Real property, including fixtures, in regard to certain leased property in St. Petersburg, Florida	
Georgia Cooperative - -Fulton County - UCC Liens	GAXT Technology Services Corporation	060-2002-01741	02/04/02	Leased equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2003-003553	03/31/03	Leased equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2003-011217	10/07/03	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	Pitney Bowes Credit Corporation	007-2003-012213	10/30/03	All equipment financed by Pitney Bowes, Inc. and/or its subsidiaries	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2003-012483	11/04/03	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2003-013251	11/21/03	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2003-014749	12/31/03	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-000422	01/12/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-000650	01/20/04	Leased computer equipment	

FIDELITY NATIONAL INFORMATION SERVICES, INC. (CONTINUED)

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-001990	02/20/04	Leased computer equipment	
Georgia Cooperative - -Fulton County - UCC Liens	Pitney Bowes Credit Corporation	060-2004-02972	03/05/04	All equipment financed by Pitney Bowes, Inc. and/or its subsidiaries	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-003430	03/22/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-005642	05/03/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2004-006782	05/26/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-007682	06/11/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2004-008509	06/29/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2004-009848	07/27/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2004-009849	07/27/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-011022	08/18/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-013358	10/04/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-013698	10/08/04	Leased computer equipment	

FIDELITY NATIONAL INFORMATION SERVICES, INC. (CONTINUED)

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2004-016140	11/23/04	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-000246	01/04/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2005-001472	01/31/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-001750	02/03/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-003809	03/11/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2005-004802	03/30/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2005-004975	04/01/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-005026	04/04/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-005127	04/05/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-009233	06/20/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2005-009418	06/23/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2005-010965	07/22/05	Leased computer equipment	

FIDELITY NATIONAL INFORMATION SERVICES, INC. (CONTINUED)

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative - -Barrow County - UCC Liens	CIT Technology Financing Services, Inc.	007-2005-012565	08/23/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-015102	10/06/05	Leased computer equipment	
Georgia Cooperative - -Barrow County - UCC Liens	IBM Credit LLC	007-2005-015860	10/24/05	Leased computer equipment	
Georgia - Central Index	Banc of America Leasing & Capital, LLC	06706001573	02/15/06	Leased aircraft	Note: As further set forth in Schedule 7.03.
Georgia - Central Index	Banc of America Leasing & Capital, LLC	06706001574	02/15/06	Leased aircraft	Amendment filed 11/30/06, file number 06706012097, deleting as co-debtor Fidelity National Financial, Inc. Note: As further set forth in Schedule 7.03.
Georgia - Central Index	Bank of America, N.A.	06706001575	02/15/06	Leased aircraft	Note: As further set forth in Schedule 7.03.
Georgia - Central Index	FNF Capital, LLC	06006008194	07/03/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006010469	08/21/06	Leased equipment	
Georgia - Central Index	CIT Technology Financing Services, Inc.	00706015323	08/25/06	Leased equipment	
Georgia - Central Index	CIT Technology Financing Services, Inc.	00706017369	09/26/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006012354	10/06/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06706010712	10/20/06	Leased equipment	Assignment filed 11/08/06, file number 06706011366, to Fifth Third Bank
Georgia - Central Index	FNF Capital, LLC	06706010713	10/20/06	Leased equipment	Assignment filed 11/08/06, file number 06706011368, to Fifth Third Bank

FIDELITY NATIONAL INFORMATION SERVICES, INC. (CONTINUED)

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia - Central Index	FNF Capital, LLC	06706010730	10/20/06	Leased equipment	Assignment filed 11/08/06, file number 06706011367, to Fifth Third Bank
Georgia - Central Index	FNF Capital, LLC	06006013233	10/26/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006013235	10/27/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006013236	10/27/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006013237	10/27/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06706011228	11/03/06	Leased equipment	Assignment filed 11/16/06, file number 06706011726, to Fifth Third Bank
Georgia - Central Index	FNF Capital, LLC	06706011242	11/03/06	Leased equipment	Assignment filed 11/16/06, file number 06706011724, to Fifth Third Bank
Georgia - Central Index	FNF Capital, LLC	06706011256	11/03/06	Leased equipment	Assignment filed 11/16/06, file number 06706011725, to Fifth Third Bank
Georgia - Central Index	FNF Capital, LLC	06006014029	11/15/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006014030	11/15/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06706011916	11/22/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006014480	11/28/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006014987	12/11/06	Leased equipment	
Georgia - Central Index	FNF Capital, LLC	06006014988	12/11/06	Leased equipment	

AURUM TECHNOLOGY INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Texas Secretary of State	Bankers/Softech Divisions of EAB Leasing Corp.	00-643254	12/14/00	Leased hardware	Continued 7/25/05
Texas Secretary of State	Bankers/Softech Divisions of EAB Leasing Corp.	00-643257	12/14/00	Leased hardware	Continued 7/25/05
Texas Secretary of State	BCL Capital	01-027886	02/12/01	Leased fax machines	
Texas Secretary of State	Bankers/Softech Divisions of EAB Leasing Corp.	02-0031882185	05/30/02	Leased equipment	
Texas Secretary of State	Xerox Capital Services LLC	04-0053716713	01/12/04	Leased equipment	
Texas Secretary of State	Xerox Capital Services LLC	04-0053999241	01/14/04	Leased equipment	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	20839575	04/04/02	Leased equipment	Amendment #21083488 filed 05/01/02 for total assignment
Delaware Secretary of State - UCC Liens	Janna Carson	21562341	05/28/02	Leased equipment	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	21637770	06/03/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	21663537	06/06/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	21681752	06/10/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	21839442	06/28/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	21882582	07/03/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	21954654	07/17/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22070963	08/09/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	Softech/Bankers Division of EAB Leasing Corp.	22072696	08/12/02	General intangibles and property	

AURUM TECHNOLOGY INC. (CONTINUED)

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	Softech/Bankers Division of EAB Leasing Corp.	22079576	08/13/02	Leased goods	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22102063	08/15/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22154742	08/20/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	Key Equipment Finance	22178683	08/23/02	Leased equipment	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22234270	08/30/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22263865	09/03/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22271017	09/04/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22325797	09/11/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22341786	09/12/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22507204	09/27/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22534729	10/01/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22553877	10/04/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22643017	10/09/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22665044	10/11/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22680811	10/15/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22707945	10/16/02	Computer equipment and related software	

AURUM TECHNOLOGY INC. (CONTINUED)

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22729253	10/18/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22863920	10/31/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	22901548	11/06/02	Computer equipment and related software	
Delaware Secretary of State - UCC Liens	IOS Capital, LLC	30208861	01/24/03	Leased equipment	
Delaware Secretary of State - UCC Liens	IOS Capital, LLC	30208978	01/24/03	Leased equipment	
Delaware Secretary of State - UCC Liens	IOS Capital, LLC	30344880	02/07/03	Leased equipment	
Delaware Secretary of State - UCC Liens	IOS Capital, LLC	30345028	02/07/03	Leased equipment	
Delaware Secretary of State - UCC Liens	IOS Capital, LLC	30406804	02/17/03	Leased equipment	
Delaware Secretary of State - UCC Liens	IBM Credit LLC	30903123	04/07/03	Leased equipment	
Delaware Secretary of State - UCC Liens	CitiCapital Technology Finance, Inc.	31967143	07/08/03	Leased equipment	
Delaware Secretary of State - UCC Liens	Dynamic Funding Inc.	32634312	10/09/03	Leased equipment	
Delaware Secretary of State - UCC Liens	Merrill Lynch Capital	32830787	10/28/03	Leased equipment	
Delaware Secretary of State - UCC Liens	Merrill Lynch Capital	33333849	12/17/03	Leased property	Amendment #40074619 filed 01/12/04; Amendment #40083693 filed 01/12/04; Amendment #40103632 filed 01/14/04; and Amendment #41269333 filed 04/23/04
Delaware Secretary of State - UCC Liens	Merrill Lynch Capital	33373589	12/19/03	Leased property	Amendment #40141137 filed 01/16/04 and Amendment #40141152 filed 01/16/04

AURUM TECHNOLOGY INC. (CONTINUED)

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	IOS Capital	40532608	02/17/04	Leased equipment	
Delaware Secretary of State - UCC Liens	Key Equipment Finance Inc.	51866319	06/17/05	Continuation filing	Amendment #51866350 filed 06/17/05 and Amendment #51866392 filed 06/17/05

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CERTEGY CHECK SERVICES, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	IBM Credit Corporation	30141567	12/27/02	Leased equipment	
Delaware Secretary of State - UCC Liens	Relational Funding Corporation	32347790	09/11/03	Goods leased pursuant to Master Lease Agreement	Partial Release # 43587005 filed on 12/14/04 assigning to Banc of America Leasing & Capital, LLC; Partial Release # 51620815 filed on 05/19/05 assigning to IBM Credit LLC; Assignment # 53734663 filed on 11/28/05 assigning to IBM Credit LLC; Assignment #61861863 filed on 05/30/06 assigning to Banc of America Leasing & Capital, LLC
Delaware Secretary of State - UCC Liens	Cavalry SPV I, LLC	40968364	04/06/04	Accounts purchased pursuant to Account Purchase Agreement	
Delaware Secretary of State - UCC Liens	Arrow Financial Services LLC	50787789	03/11/05	Accounts purchased pursuant to Account Purchase Agreement	
Delaware Secretary of State - UCC Liens	FNF Capital, LLC	53692481	11/22/05	Leased computer equipment	Assignment #54021292 filed on 12/27/05 to Banc of America Leasing & Capital LLC
Delaware Secretary of State - UCC Liens	FNF Capital, LLC	53692507	11/22/05	Leased computer equipment	
Delaware Secretary of State - UCC Liens	Cavalry Investments, LLC	60236695	01/20/06	Accounts purchased pursuant to Account Purchase Agreement	
Delaware Secretary of State - UCC Liens	FNF Capital, LLC	61986181	06/12/06	Leased equipment	Amendment #62010643 filed on 06/13/06 changing name of FNF Capital to Fidelity National Information Services; Assignment #62094902 filed on 06/14/06 assigning to Banc of America Leasing & Capital, LLC
Delaware Secretary of State - UCC Liens	Cavalry Investments, LLC	62292902	07/03/06	Accounts purchased pursuant to Account Purchase Agreement	

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	FNF Capital, LLC	64073573	11/03/06	Leased computer equipment	
Delaware Secretary of State - UCC Liens	FNF Capital, LLC	20070015643	12/26/06	Leased computer equipment	
Delaware Secretary of State - UCC Liens	FNF Capital, LLC	20070015734	12/26/06	Leased computer equipment	

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CERTEGY PAYMENT RECOVERY SERVICES, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative - Barrow County - UCC Liens	IBM Credit LLC	007-2004-016808	12/09/04	Leased computer equipment	

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FIDELITY INFORMATION SERVICES, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Arkansas Secretary of State - UCC Liens	Fleet Capital Corporation, successor by merger to BancBoston Leasing, Inc.	00-01222876	01/03/2000	Equipment Schedule No. 8 of computer equipment to Master Lease Agreement	Amendment #03-12493136 filed 04/07/2003 changing Secured Party name; Amendment #03-12518147 filed 06/16/2003 changing Debtor name; Continuation #04-12640225 filed 07/16/2004
Arkansas Secretary of State - UCC Liens	Fleet Capital Corporation, successor-by-merger to BancBoston Leasing, Inc.	03-01249312611	04/07/2003	Equipment described as various computers, retail and furnishings equipment to Master Lease Agreement	Amendment #03-12518145 filed 06/16/2003 changing Debtor name
Arkansas Secretary of State - UCC Liens	IBM Credit LLC	03-1253400199	08/01/2003	Computer equipment	
Arkansas Secretary of State - UCC Liens	IBM Corporation	04-1255521186	10/10/2003	Computer equipment and software	
Arkansas Secretary of State - UCC Liens	Minolta Business Solutions	04-1255916609	10/24/2003	Leased equipment	
Arkansas Secretary of State - UCC Liens	IBM Credit LLC	04-1257383942	12/18/2003	Computer equipment and related software	
Arkansas Secretary of State - UCC Liens	IBM Credit LLC	04-1257671841	12/31/2003	Computer equipment and related software	
Arkansas Secretary of State - UCC Liens	IBM Credit LLC	04-1258900150	02/11/2004	Computer equipment and related software	
Arkansas Secretary of State - UCC Liens	IBM Credit LLC	04-1260763069	04/07/2004	Computer equipment and related software	
Arkansas Secretary of State - UCC Liens	Unisys Corporation	05-1266916319	10/22/2004	Computer equipment and related items	
Arkansas Secretary of State - UCC Liens	IBM Credit LLC	06-1270528809	02/28/05	Computer equipment and related software	

FIDELITY NATIONAL CARD SERVICES, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Florida-Secured Transaction Registry - UCC Liens	Bell & Howell Financial Services Company	200100155043-9	07/16/01	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Oce Financial Services, Inc.	200405971158	01/22/04	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Oce Financial Services, Inc. Oce North America, Inc.	200406320207	03/05/04	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Oce Financial Services, Inc. Oce North America, Inc.	200406356740	03/10/04	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Alfa Financial Corporation dba OFC Capital	200406580594	04/06/04	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Oce North America, Inc.	200407831787	09/08/04	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Oce Financial Services, Inc. Oce North America, Inc.	200407973875	09/29/04	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Oce Financial Services, Inc.	200508903589	02/04/05	Leased equipment	
Florida-Secured Transaction Registry - UCC Liens	Oce North America, Inc.	200509764779	05/24/05	Leased equipment	

FIDELITY NATIONAL INFORMATION SOLUTIONS, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	EMC Corporation	20280721	01/07/2002	(1) Symmetrix 8430-73 (48) 8031-73M1 (2) DP3-FCD2 (2) DP3-USD4H (1) MEM3-8192	
Delaware Secretary of State - UCC Liens	De Lage Landen Financial Services, Inc.	21693559	06/10/2002	Leased Computer Equipment	Amendment #40640674 filed on 03/05/2004 amending Debtor's name; Amendment #41005489 filed on 04/08/2004 amending Debtor's name
Delaware Secretary of State - UCC Liens	De Lage Landen Financial Services, Inc.	21693567	06/10/2002	Leased Computer Equipment	Amendment #40640633 filed on 03/05/2004 amending Debtor's name; Amendment #41005471 filed on 04/08/2004 amending Debtor's name
Delaware Secretary of State - UCC Liens	De Lage Landen Financial Services, Inc.	22990376	11/15/2002	Computer Equipment	
Delaware Secretary of State - UCC Liens	De Lage Landen Financial Services, Inc.	31529257	06/17/2003	Computer Equipment	
Delaware Secretary of State - UCC Liens	De Lage Landen Financial Services, Inc.	31529661	06/17/2003	Computer Equipment	
Delaware Secretary of State - UCC Liens	De Lage Landen Financial Services, Inc.	32989112	11/13/2003	Computer Equipment	

FIDELITY NATIONAL PAYMENT SERVICES, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	Hewlett-Packard Financial Services, Inc.	32308982	09/08/03	All computer equipment leased pursuant to Master Lease Agreement	

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FNIS FLOOD SERVICES, LP

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Delaware Secretary of State - UCC Liens	AT&T Capital Services, Inc.	63973682	11/14/2006	Telecommunications and data equipment	

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INTERCEPT, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital, LLC	2003008567	08/13/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	Key Equipment Finance	2002013110	12/31/2002	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IBM Credit LLC	2003007918	07/21/2003	Leased equipment and software	
Georgia Cooperative-Gwinnett County - UCC Liens	IBM Credit LLC	2003007989	07/22/2003	Leased equipment and software	
Georgia Cooperative-Gwinnett County - UCC Liens	Bell & Howell Financial Services Company	2003008847	08/11/2003	Leased equipment	Amendments, file # 2003014598 filed 12/24/2003 adding collateral
Georgia Cooperative-Gwinnett County - UCC Liens	Bell & Howell Financial Services Company	2003008851	08/11/2003	Leased equipment	Amendments, file # 2004000261 filed 1/17/2004 restating collateral description
Georgia Cooperative-Gwinnett County - UCC Liens	Bell & Howell Financial Services Company	2003008852	08/11/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	Forum Financial Services, Inc.	2002009694	09/19/2002	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	General Electric Capital Corporation	2003010686	10/08/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	General Electric Capital Corporation	2003010687	10/08/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2003010729	10/09/2003	Leased equipment	

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JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2003010830	10/13/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2003010831	10/13/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	General Electric Capital Corporation	2003010921	10/15/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	General Electric Capital Corporation	2003010995	10/16/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IBM Credit LLC	2004003230	03/17/2004	Leased equipment and software	
Georgia Cooperative-Gwinnett County - UCC Liens	BBH Financial Services Company	2004010560	08/09/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IBM Credit LLC	2004012396	09/15/2004	Leased equipment and software	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2003012185	11/18/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2003013262	12/16/2003	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2004001611	02/17/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2004001687	02/18/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2004006473	06/29/2004	Leased equipment	

Schedule 7.01-22

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Georgia Cooperative-Gwinnett County - UCC Liens	General Electric Capital Corporation	2004006744	07/06/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	General Electric Capital Corporation	2004006745	07/06/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2004007758	07/30/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2004008682	08/24/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2004009871	10/01/2004	Leased equipment	
Georgia Cooperative-Gwinnett County - UCC Liens	IOS Capital	2004010394	10/18/2004	Leased equipment	

Schedule 7.01-23

INVESTMENT PROPERTY EXCHANGE SERVICES, INC.

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
California Secretary of State - UCC Liens	BWC Equipment Leasing	0106160186	02/27/01	Leased Furniture	
California Secretary of State - UCC Liens	BWC Equipment Leasing	0113760270	05/14/01	Leased Furniture	
California Secretary of State - UCC Liens	Liberty Associates, L.P.	0113860054	05/17/01	All Debtor's interest in and to the Exchange Amount, created under that certain Agreement for Exchange of Real Property	

Schedule 7.01-24

LSI APPRAISAL, LLC

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Massachusetts Secretary of the Commonwealth - UCC Liens	De Lage Landen Financial Services, Inc.	200102281 310	05/14/01	Equipment located at 105 South Street, Hopkinton, MA 01748	
Massachusetts Secretary of the Commonwealth - UCC Liens	De Lage Landen Financial Services Corporation	200208331 270	01/15/02	Equipment located at 37 Birch Street, Milford, MA 01757	

Schedule 7.01-25

PROPERTY INSIGHT, LLC

JURISDICTION	SECURED PARTY	FILE NUMBER	FILING DATE	SUMMARY COLLATERAL DESCRIPTION	ADDITIONAL FILINGS
Arizona Secretary of State - UCC Liens	US Bancorp	200312711 398	07/22/03	Leased printer and copier	

Schedule 7.01-26

SCHEDULE 7.02

EXISTING INVESTMENTS

Investments as follows:

1. Ownership by the Consolidated Companies of 29% of the outstanding equity interests in Covansys Corporation.
2. Ownership by the Consolidated Companies of 39% of the outstanding equity interests in FNRES Holdings, Inc.
3. Ownership by the Consolidated Companies of 30% of the outstanding equity interests in Profile Partners, GP, LP.
4. Ownership by the Consolidated Companies of 34% of the outstanding equity interests in PVP Management, LLC.
5. Ownership by the Consolidated Companies of 20% of the outstanding equity interests in Sanchez Capital Services Private Limited.
6. Contemplated investment by Fidelity Information Services, Inc. into Fidelity Information Services International Holdings, C.V. and related contemplated acquisition of Transworld ICT Solutions PVT Limited by Fidelity Business Solutions India Private Limited. The contemplated initial investment amount totals approximately \$1 million.
7. The Brazilian Joint Venture, as more particularly described in the following related documents (together with the Development Notes, Migration Notes and Volume Notes referenced therein):
  - A. Common Terms Agreement (Contrato de Termos Comuns), dated March 24, 2006.
  - B. Investment Agreement (Contrato de Investimento), dated March 27, 2006.
  - C. Guaranty Agreement among Fidelity National Information Services, Inc., Banco Bradesco S.A. and Banco ABN AMRO Real S.A., dated April 18, 2006.
  - D. Redemption Letter from Holdco One S.A. to Uniao Participacoes Ltda and Banco ABN Amro Real S.A., dated April 18, 2006.
  - E. Tax Indemnity Letter, dated March 27, 2006.
  - F. Amended and Restated Software License Agreement, Dated March 27, 2006.

- G. Contingent Software License Agreement, dated April 18, 2006.
  - H. Non-Competition Agreement, dated April 18, 2006.
  - I. Shareholders' Agreement of Celta Holdings S.A., dated April 18, 2006.
  - J. Shareholders' Agreement of Fidelity Processadora e Servicos S.A. (form attached to the Investment Agreement).
- 8. CAD 35,000,000 Revolving Promissory Note, dated July 3, 2002, made by FNIS Canada Inc. payable to Sanchez Software, Ltd.
  - 9. Guaranties by various restricted companies of the capital leases listed on Schedule 7.03.
  - 10. \$1,000,000 Promissory Note issued by ICUL Service Corporation to Fidelity National Card Services, Inc.
  - 11. Various investments by Domestic Subsidiaries in Foreign Subsidiaries, as set forth on attached chart entitled "Certain Foreign Investments as of 11/30/06".
  - 12. Various holdings of bonds, as set forth on attached chart entitled "Portfolio Holdings Report", with aggregate market value of \$9,742,052.05.

Schedule 7.02-2

CERTAIN FOREIGN INVESTMENTS AS OF 11/30/06  
ALL AMOUNTS IN US DOLLARS EQUIVALENT AS OF 11/30/06

DOMESTIC SUBSIDIARY MAINTAINING INVESTMENT	FOREIGN SUBSIDIARY IN WHICH INVESTMENT MAINTAINED	EQUITY INVESTMENTS*	DEBT INVESTMENT*
Fidelity National Europe LLC	Certegy International Investments C.V., a Netherlands company	323,677,404	60,279,163
Fidelity National Card Services, Inc.	Certegy Card Services (Thailand) Co., Ltd., a Thailand company	215,271	531,548
Card Brazil Holdings, Inc.	AGES Participacoes Ltda., a Brazil company	112,232,168	490,895
Payment South America Holdings, Inc.	Certegy Card Services Caribbean, Ltd., a Barbados company	7,226,326	160,719
Payment South America Holdings, Inc.	Payment Brasil Holdings Ltda., a Brazil company	75,172,482	--
Payment South America Holdings, Inc.	Payment Chile S.A., a Chile company	14,219,402	--
Fidelity Information Services, Inc.	Fidelity Information Services (Thailand) Limited, a Thai company (99.9%)	26,949,779	--
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Limited, a United Kingdom company	4,369,372	--
Fidelity Information Services International Holdings, Inc.	ALLTEL Servicios de Informacion (Costa Rica) S.A., a Costa Rica company	10,120	1
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services (Germany) GmbH, a Germany company	192,494	36,684
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Canada Limited (Canada), a Canada company	3,398,358	--
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services (New Zealand) Limited, a New Zealand company	44,627	--
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Taiwan Company Limited, a Taiwan company	119,077	36,766
Fidelity Information Services, Inc.	Fidelity Information Services International Holdings, C.V., (FISHI-Netherlands) a Netherlands company	191,633,504	--
Fidelity Information Services, Inc.	Fidelity National Information Services (Netherlands) B.V., a Netherlands company	25,148	--
Fidelity National Information Solutions, Inc.	I-Net Reinsurance Ltd., a Turks and Caicos company	7,021,268	552,577
Fidelity National Information Solutions, Inc.	Fidelity National Information Solutions Canada Inc., a Canada company	7,443,095	--

\* Internal book value of investment as of November 30, 2006.

SCHEDULE 7.03

EXISTING INDEBTEDNESS

1. Any outstanding amounts under vendor purchase money lines of credit (including but not limited to, purchase money line of credit with IBM for the purchase of equipment and related property, pursuant to the Agreement for Wholesale Financing (Credit Agreement), dated December 13, 1999, between Fidelity Information Services, Inc. and IBM Credit LLC (as amended by an Amendment dated August 27, 2003)).
2. Indenture dated as of September 10, 2003, between Certegy Inc. and SunTrust Bank, as the same has been amended, supplemented or otherwise modified, regarding the issuance of \$200 million in 4.75% Notes due 2008.
3. Lease Documentation for St. Petersburg, Florida Facility:
  - A. Master Agreement (Florida Property) dated as of December 30, 1999 between Equifax Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor), Atlantic Financial Group, Ltd., and SunTrust Bank, Atlanta (as agent and lender).
  - B. Lease Agreement dated as of December 30, 1999 between Prefco VI Limited Partnership (as lessor) and Equifax Inc. (as lessee).
  - C. Loan Agreement dated as of December 30, 1999 between Prefco VI Limited Partnership (as lessor and borrower) and SunTrust Bank, Atlanta (as agent).
  - D. Mortgage and Security Agreement dated as of December 30, 1999 made by Prefco VI Limited Partnership (as mortgagor) in favor of SunTrust Bank, Atlanta (as agent and mortgagee).
  - E. Assignment of Lease and Rents dated as of December 30, 1999 made by Prefco VI Limited Partnership Inc. (as assignor) in favor of SunTrust Bank, Atlanta (as assignee).
  - F. Operative Guaranty dated as of December 30, 1999 made by Equifax Inc. (as guarantor).
  - G. Assignment and Assumption of Lease and Other Operative Documents dated as of June 25, 2001 among Equifax Inc. (as assignor), Certegy Inc. (as assignee), Prefco VI Limited Partnership (as lessor), Atlantic Financial Group, Ltd., and SunTrust Bank (as agent and lender).
  - H. Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of September 17, 2004 among

Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).

- I. Second Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of February 1, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- J. Third Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of April 28, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- K. Fourth Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated on or about January 18, 2007 (as amended) among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- L. Subsidiary Guaranty Agreement dated as of February 1, 2006 (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.
- M. The other "Operative Documents" as defined in the aforesaid Master Agreement.

4. Lease Documentation for Madison, Wisconsin Facility:

- A. Master Agreement (Wisconsin Property) dated as of December 23, 1997 between Equifax Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor), and SunTrust Bank, Atlanta (as agent).
- B. Lease Agreement dated as of December 23, 1997 between SunTrust Banks, Inc. (as lessor), and Equifax Inc. (as lessee).
- C. Lease Participation Agreement dated as of December 23, 1997 between SunTrust Banks, Inc. (as lessor), and SunTrust Bank, Atlanta (as lease participant).
- D. Lease Supplement dated December 23, 1997 between Equifax Inc. (as lessee and SunTrust Banks, Inc. (as lessor).

- E. Operative Guaranty dated as of December 23, 1997 made by Equifax Inc. (as guarantor).
  - F. Assignment and Assumption of Lease and Other Operative Documents dated as of June 25, 2001 among Equifax Inc. (as assignor), Certegy Inc. (as assignee), SunTrust Banks, Inc. (as lessor), and SunTrust Bank (as agent and lease participant).
  - G. Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of April 11, 2003 among Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
  - H. Second Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of September 3, 2003 among Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
  - I. Third Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of September 17, 2004 among Certegy Inc (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
  - J. Fourth Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of February 1, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
  - K. Fifth Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated on or about January 18, 2007 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
  - L. Subsidiary Guaranty Agreement dated as of February 1, 2006 (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.
  - M. The other "Operative Documents" as defined in the aforesaid Master Agreement.
5. That certain Guaranty made in connection with the Brazil Joint Venture listed in Schedule 7.02.

6. \$20,000,000 Line of Credit dated November 21, 2003 between FNF Capital, LLC, as borrower, Bremer, as lender and Fidelity National Information Services, Inc. as guarantor. The outstanding balance as of December 31, 2006 was approximately \$1,000,000.
7. Lease Documentation related to the leasing of aircraft by Fidelity National Information Services, Inc.:
  - A. Aircraft Lease (S/N 4008) dated as of August 12, 2004 among Bank of America, N.A. (successor by merger to Fleet National Bank), as lessor, and Fidelity National Financial, Inc. and Fidelity National Information Services, Inc., as co-lessees, as amended, supplemented and assigned thereafter.
  - B. Aircraft Lease (S/N 258598) dated as of December 23, 2002 among Banc of America Leasing & Capital, LLC (successor by merger to Fleet Capital Corporation), as lessor, and Fidelity National Financial, Inc. and Fidelity National Information Services, Inc., as co-lessees (successors in interest to Rocky Mountain Aviation, Inc.), as amended, supplemented and assigned thereafter.
  - C. Aircraft Lease (S/N 258568) dated as of December 13, 2002 among Banc of America Leasing & Capital, LLC (successor by merger to Fleet Capital Corporation), as lessor, and Fidelity National Financial, Inc. and Fidelity National Information Services, Inc., as co-lessees (successors in interest to Rocky Mountain Aviation, Inc.), as amended, supplemented and assigned thereafter.
8. 5 year term debt agreement dated October 27, 2006 between FNF Capital, LLC, as borrower and Fidelity National Financial, Inc, as lender. The outstanding balance as of December 31, 2006 was \$13,878,378.37.
9. \$100,000 Line of Credit dated December 22, 2006 between Game Financial Corporation, as borrower, and National City Bank, as lender.
10. Indebtedness associated with equipment loans and leases related to the liens therefor listed on Schedule 7.01.
11. Indebtedness set forth on the attached chart, entitled "Certain Debt to Foreign Subsidiaries as of 11/30/06".
12. Capital Leases identified below:

CAPITAL LEASES

LESSEE	LESSOR	DESCRIPTION OF GOODS	REMAINING BALANCE AS OF 12/31/06	DATE OF LEASE
Fidelity National Card Services Inc.	Pitney Bowes	2 asp Inserters	\$396,000	April 2003
Fidelity National Card Services Inc.	Pitney Bowes	3rd asp Inserter	\$323,000	January 2004
Fidelity National Card Services Inc.	OCE	1 Duplex Printer	\$516,000	March 2005
Fidelity National Card Services Inc.	OCE	1 Triplex Printer	\$685,000	April 2004
Fidelity National Card Services Inc.	CompServe	Tape Library	\$190,000	April 2005

Schedule 7.03-5

CERTAIN DEBT TO FOREIGN SUBSIDIARIES AS OF 11/30/06  
 ALL AMOUNTS IN US DOLLARS EQUIVALENT AS OF 11/30/06

DOMESTIC DEBTOR	FOREIGN CREDITOR	DEBT AMOUNT*
Payment South America Holdings, Inc.	Payment Brasil Holdings Ltda., a Brazil company	295,508
Payment South America Holdings, Inc.	Payment Chile S.A., a Chile company	160,968
Fidelity Information Services, Inc.	Fidelity Information Services (Thailand) Limited, a Thai company (99.9%)	24,349,406
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Limited, a United Kingdom company	2,937,517
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Canada Limited (Canada), a Canada company	3,067,998
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services (New Zealand) Limited, a New Zealand company	44,875
Fidelity Information Services, Inc.	Fidelity Information Services International Holdings, C.V., (FISHI-Netherlands) a Netherlands company	11,370,793
Fidelity National Information Solutions, Inc.	Fidelity National Information Solutions Canada Inc., a Canada company	494,020

\* Internal book value of investment as of November 30, 2006.

SCHEDULE 7.08

TRANSACTIONS WITH AFFILIATES

None.

Schedule 7.08

SCHEDULE 7.09

EXISTING RESTRICTIONS

None.

Schedule 7.09

SCHEDULE 11.02

ADMINISTRATIVE AGENT'S OFFICE; CERTAIN ADDRESSES FOR NOTICES

ADMINISTRATIVE AGENT, SWING LINE LENDER AND L/C ISSUER

Administrative Contact:

JPMorgan Chase Bank, N.A.  
1111 Fannin Street, Floor 10  
Houston, Texas 77002-6925  
Attention: Timothy Rojas  
Tel: 713-750-2832  
Fax: 713-750-2223  
Email: timothy.e.rojas@jpmchase.com

Swing Line Lender:

JPMorgan Chase Bank, N.A.  
1111 Fannin Street, Floor 10  
Houston, Texas 77002-6925  
Attention: Timothy Rojas  
Tel: 713-750-2832  
Fax: 713-750-2223  
Email: timothy.e.rojas@jpmchase.com

Account No: 323226388  
ABA#: 021000021

Administrative Contact (copy):

JPMorgan Chase Bank, N.A.  
270 Park Avenue, 4th Floor  
New York, NY 10017  
Attention: Desiree E. Szolnok  
Tel: (212) 270-7671  
Fax: (212) 270-4164  
E-mail: desiree.e.szolnok@jpmorgan.com

L/C Issuer:

JPMorgan Chase Bank, N.A.  
1111 Fannin Street, Floor 10  
Houston, Texas 77002-6925  
Attention: Timothy Rojas  
Tel: 713-750-2832  
Fax: 713-750-2223  
Email: timothy.e.rojas@jpmchase.com

SWING LINE LENDER

Bank of America, N.A.  
901 Main Street  
Dallas, TX 75202-3714  
Mail Code: TX1-492-14-14  
Attention: Marija Farmer  
Telephone: 1-214-209-0183  
Facsimile: 1-214-290-9428  
E-mail: marija.farmer@bankofamerica.com

Account No.: 1366212250600  
Ref: Fidelity National  
ABA#: 026009593

BORROWER

Copy:

Fidelity National Information Services, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attention: Michael Sax, Treasurer  
Tel: 904-854-3244  
Fax: 904-357-1023  
E-Mail: Michael.Sax@fnf.com

Fidelity National Information  
Services, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attention: Ronald D. Cook,  
General Counsel  
Tel: 904-854-3453  
Fax: 904-357-1005  
E-Mail: Ron.Cook@fnf.com

Schedule 11.02-2

FORM OF COMMITTED LOAN NOTICE

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

To: JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The Company hereby requests, on behalf of itself or, if applicable, the Designated Borrower referenced in item 6 below (the "APPLICABLE DESIGNATED BORROWER") (select one):

A Borrowing of Committed Loans       A conversion or continuation of Loans

1. On \_\_\_\_\_ (a Business Day).
2. In the amount of \_\_\_\_\_.
3. Comprised of \_\_\_\_\_.  
[Class, Tranche and Type of Loan requested or to be converted]
4. For Multicurrency Revolving Credit Loans, in the following currency:  
\_\_\_\_\_
5. For Eurocurrency Rate Loans: with an Interest Period of \_\_\_ months.
6. On behalf of \_\_\_\_\_ [insert name of applicable Designated Borrower].

[The Borrowing requested herein complies with the proviso to the first sentence of Section 2.01(b) of the Agreement.](1)

FIDELITY NATIONAL INFORMATION SERVICES,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

- \_\_\_\_\_  
(1) Include if Multicurrency Revolving Credit Borrowing requested.

FORM OF BID REQUEST

\_\_\_\_\_/ \_\_\_\_

To: JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The Revolving Credit Lenders are invited to make Bid Loans:

1. On \_\_\_\_\_ (a Business Day).
2. In an aggregate amount not exceeding \$ \_\_\_\_\_ (with any sublimits set forth below).
3. Requested currency: \_\_\_\_\_.
4. Comprised of (select one):  
 Bid Loans based on an Absolute Rate  
 Bid Loans based on Eurocurrency Bid Margin

BID LOAN NO.	INTEREST PERIOD REQUESTED	MAXIMUM PRINCIPAL AMOUNT REQUESTED
1	_____ days/mos	\$ _____
2	_____ days/mos	\$ _____
3	_____ days/mos	\$ _____

The Bid Borrowing requested herein complies with the requirements of the proviso to the first sentence of Section 2.03(a) of the Agreement.

The Company authorizes the Administrative Agent to deliver this Bid Request to the Revolving Credit Lenders. Responses by the Revolving Credit Lenders must be in substantially the form of Exhibit B-2 to the Agreement and must be received by the Administrative Agent by the time specified in Section 2.03 of the Agreement for submitting Competitive Bids.

FIDELITY NATIONAL INFORMATION SERVICES,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

B-1-2

FORM OF COMPETITIVE BID

\_\_\_\_\_, \_\_\_\_

To: JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

In response to the Bid Request dated \_\_\_\_\_, \_\_\_\_\_, the undersigned offers to make the following Bid Loan(s):

1. Borrowing date: \_\_\_\_\_ (a Business Day).
2. In an aggregate amount not exceeding \$ \_\_\_\_\_ (with any sublimits set forth below).
3. Currency: \_\_\_\_\_.
4. Comprised of:

BID LOAN NO.	INTEREST PERIOD OFFERED	BID MAXIMUM	ABSOLUTE RATE OR EURO CURRENCY BID MARGIN*
1	_____ days/mos	\$ _____	(- +) _____ %
2	_____ days/mos	\$ _____	(- +) _____ %
3	_____ days/mos	\$ _____	(- +) _____ %

\* Expressed in multiples of 1/100th of a basis point.

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

[NAME OF LENDER]

By: \_\_\_\_\_

Name:  
Title:

\*\*\*\*\*

THIS SECTION IS TO BE COMPLETED BY THE COMPANY IF IT WISHES TO ACCEPT ANY OFFERS  
CONTAINED IN THIS COMPETITIVE BID:

The offers made above are hereby accepted in the amounts set forth below:

BID LOAN NO.	PRINCIPAL AMOUNT ACCEPTED
-----	-----
	\$ _____
	\$ _____
	\$ _____

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: \_\_\_\_\_

Name:  
Title:

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

FORM OF SWING LINE LOAN NOTICE

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

To: JPMorgan Chase Bank, N.A., as Swing Line Lender and Administrative Agent  
Bank of America, N.A., as Swing Line Lender

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The Company hereby requests a Swing Line Loan:

1. On \_\_\_\_\_ (a Business Day).

2. In the amount of \$\_\_\_\_\_.

3. The aggregate principal balance of Swing Line Loans outstanding (after giving effect to the advance requested hereunder) is \$\_\_\_\_\_ (after giving effect to all repayments of the Swing Line Loans being made on such date).

The Swing Line Borrowing requested herein complies with the requirements of the provisos to the first sentence of Section 2.05(a) of the Agreement.

FIDELITY NATIONAL INFORMATION SERVICES,  
INC.

By: \_\_\_\_\_

Name:

Title:

## FORM OF TERM NOTE

FOR VALUE RECEIVED, the undersigned (the "BORROWER"), hereby promises to pay to \_\_\_\_\_ or its registered assigns (the "TERM LENDER"), in accordance with the provisions of the Agreement (as hereinafter defined), the aggregate unpaid principal amount of each Term Loan made by the Term Lender to the Borrower under that certain Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation, the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The Borrower promises to pay interest on the aggregate unpaid principal amount of each Term Loan made by the Term Lender to the Borrower under the Agreement from the date of such Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Term Lender in Dollars in immediately available funds. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Term Note is one of the Term Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term Note is also entitled to the benefits of the Guaranty. Upon the occurrence and during the continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Term Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Term Loans made by the Term Lender shall be evidenced by one or more loan accounts or records maintained by the Term Lender in the ordinary course of business. The Term Lender may also attach schedules to this Term Note and endorse thereon the date, amount and maturity of its Term Loans and payments with respect thereto.

The Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Term Note.

THIS TERM NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

FIDELITY NATIONAL INFORMATION SERVICES,  
INC.

By: \_\_\_\_\_

Name:  
Title:

D-1-2

TERM LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Term Loan Made	Amount of Term Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By
-----	-----	-----	-----	-----	-----	-----

## FORM OF US DOLLAR REVOLVING CREDIT NOTE

FOR VALUE RECEIVED, the undersigned (the "BORROWER"), hereby promises to pay to \_\_\_\_\_ or registered assigns (the "US DOLLAR REVOLVING CREDIT LENDER"), in accordance with the provisions of the Agreement (as hereinafter defined), the aggregate unpaid principal amount of each US Dollar Revolving Credit Loan made by the US Dollar Revolving Credit Lender from time to time to the Borrower under that certain Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation, the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The Borrower promises to pay interest on the aggregate unpaid principal amount of each US Dollar Revolving Credit Loan made from time to time by the US Dollar Revolving Credit Lender to the Borrowers under the Agreement from the date of such US Dollar Revolving Credit Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the US Dollar Revolving Credit Lender in Dollars and in immediately available funds. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This US Dollar Revolving Credit Note is one of the US Dollar Revolving Credit Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This US Dollar Revolving Credit Note is also entitled to the benefits of the Guaranty. Upon the occurrence and during the continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this US Dollar Revolving Credit Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. US Dollar Revolving Credit Loans made by the US Dollar Revolving Credit Lender shall be evidenced by one or more loan accounts or records maintained by the US Dollar Revolving Credit Lender in the ordinary course of business. The US Dollar Revolving Credit Lender may also attach schedules to this US Dollar Revolving Credit Note and endorse thereon the date, amount and maturity of its US Dollar Revolving Credit Loans and payments with respect thereto.

The Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Revolving Credit Note.

THIS US DOLLAR REVOLVING CREDIT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

FIDELITY NATIONAL INFORMATION  
SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By
-----	-----	-----	-----	-----	-----	-----

## FORM OF MULTICURRENCY REVOLVING CREDIT NOTE

FOR VALUE RECEIVED, the undersigned (the "BORROWER"), hereby promises to pay to \_\_\_\_\_ or registered assigns (the "MULTICURRENCY REVOLVING CREDIT LENDER"), in accordance with the provisions of the Agreement (as hereinafter defined), the aggregate unpaid principal amount of each Multicurrency Revolving Credit Loan made by the Multicurrency Revolving Credit Lender from time to time to the Borrower under that certain Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation, the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The Borrower promises to pay interest on the aggregate unpaid principal amount of each Multicurrency Revolving Credit Loan made from time to time by the Multicurrency Revolving Credit Lender to the Borrower under the Agreement from the date of such Multicurrency Revolving Credit Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. Except as otherwise provided in Section 2.05(f) of the Agreement with respect to Swing Line Loans, all payments of principal and interest shall be made to the Administrative Agent for the account of the Multicurrency Revolving Credit Lender in the currency in which such Multicurrency Revolving Credit Loan was denominated and in Same Day Funds at the Administrative Agent's Office for such currency. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Multicurrency Revolving Credit Note is one of the Multicurrency Revolving Credit Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Multicurrency Revolving Credit Note is also entitled to the benefits of the Guaranty. Upon the occurrence and during the continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Multicurrency Revolving Credit Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Multicurrency Revolving Credit Loans made by the Multicurrency

Revolving Credit Lender shall be evidenced by one or more loan accounts or records maintained by the Multicurrency Revolving Credit Lender in the ordinary course of business. The Multicurrency Revolving Credit Lender may also attach schedules to this Multicurrency Revolving Credit Note and endorse thereon the date, amount, currency and maturity of its Multicurrency Revolving Credit Loans and payments with respect thereto.

The Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Multicurrency Revolving Credit Note.

THIS MULTICURRENCY REVOLVING CREDIT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[BORROWER]

By: \_\_\_\_\_  
Name:  
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Currency and Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By
-----	-----	-----	-----	-----	-----	-----

## FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: \_\_\_\_\_, \_\_\_\_

To: JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The undersigned, a Specified Responsible Officer of the Company, hereby certifies as of the date hereof that he/she is the \_\_\_\_\_ of the Company, and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of the Company and its Restricted Subsidiaries, and hereby certifies on behalf of the Company that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.01(a) of the Agreement for the fiscal year of the Company and its Subsidiaries ended as of the above date, together with the report and opinion of the independent certified public accountant required by such Section.

[Use following paragraph 1 for fiscal quarter financial statements]

1. Attached hereto as Schedule 1 are the unaudited financial statements required by Section 6.01(b) of the Agreement for the fiscal quarter of the Company ended as of the above date. Such financial statements fairly present in all material respects the financial condition, results of operations, shareholders' equity and cash flows of the Company and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. To the knowledge of the undersigned Specified Responsible Officer, the Company has caused to be made, a review of the activities of the Company and its Restricted Subsidiaries in regard to the matters relevant to this Compliance

Certificate during such fiscal period and has required that the results thereof be reported to the undersigned Specified Responsible Officer.

[select one:]

[To the knowledge of the undersigned Specified Responsible Officer after taking into account the review reports described above, no Default has occurred during such fiscal period and is continuing on the Financial Statement Date.]

-or-

[To the knowledge of the undersigned Specified Responsible Officer after taking into account the review reports described above, the following is a list of each Default (and its nature and status) that has occurred during such fiscal period and is continuing on the Financial Statement Date:]

3. The financial covenant analyses and information set forth on Schedule 2 attached hereto are delivered in compliance with Section 6.02(b).

4. Attached hereto as Schedule 3 is a description of all events, conditions or circumstances during the fiscal quarter ended as of the above date requiring a mandatory prepayment under Section 2.06(b) of the Agreement (excluding any event regarding which the Company has notified the Administrative Agent that the Company intends to reinvest the Net Cash Proceeds thereof, provided that either such reinvestment has been made or the time permitted for such reinvestment has not expired during such period), in each case as required by Section 6.02(f) of the Agreement.

IN WITNESS WHEREOF, the undersigned Specified Responsible Officer has executed this Certificate on behalf of the Company as of \_\_\_\_\_.

FIDELITY NATIONAL INFORMATION  
SERVICES, INC.

By: \_\_\_\_\_

Name:  
Title:

SCHEDULE 1  
to the Compliance Certificate

[Audited or unaudited financial statements required by Section 6.01(a) or (b) of  
the Agreement]

SCHEDULE 2  
to the Compliance Certificate  
(\$ in 000's)

For the Quarter/Year ended \_\_\_\_\_ ("FINANCIAL STATEMENT DATE")

"SUBJECT PERIOD" means the four consecutive fiscal quarters ending on the Financial Statement Date.

All Section references refer to the Agreement.

I. SECTION 7.11(A)--LEVERAGE RATIO(2)

A. Consolidated EBITDA of the Consolidated Companies

1. Consolidated Net Income:	\$ =====
2. The sum of the amount which, in the determination of Consolidated Net Income for such period, was deducted for, without duplication:	
(i) total interest expense:	\$ -----
(ii) income, franchise and similar taxes:	\$ -----
(iii) depreciation and amortization expense (including amortization of intangibles, goodwill and organization costs):	\$ -----
(iv) letter of credit fees:	\$ -----
(v) non-cash expenses resulting from any employee benefit or management compensation plan or the grant of stock and stock options to employees of the Company or any of its Subsidiaries pursuant to a written plan or agreement or the treatment of such options under variable plan accounting:	\$ -----
(vi) extraordinary charges:	\$ -----
(vii) non-cash amortization (or write offs) of financing costs (including debt discount, debt issuance costs and commissions and other fees associated with Indebtedness, including the Loans):	\$ -----

-----  
(2) Calculated as of the end of any fiscal quarter of the Company for the Subject Period.

(viii)	cash expenses incurred in connection with the Certegy Merger, Reorganization, or, to the extent permitted under the Agreement, any Investment permitted under Section 7.02 (including any Permitted Acquisition), Equity Issuance or Debt Issuance (in each case, whether or not consummated):	\$ -----
(ix)	losses realized upon the Disposition of property or assets outside of the ordinary course of business:	\$ -----
(x)	to the extent actually reimbursed, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with a Permitted Acquisition:	\$ -----
(xi)	to the extent covered by insurance, expenses with respect to liability or casualty events or business interruption:	\$ -----
(xii)	management fees permitted under Section 7.08(d):	\$ -----
(xiii)	non-cash purchase accounting adjustment and any non-cash write-up, write-down or write-off with respect to re-valuing assets and liabilities in connection with the Certegy Merger, the Reorganization or any Investment permitted under Section 7.02 (including any Permitted Acquisition):	\$ -----
(xiv)	non-cash losses from Joint Ventures and non-cash minority interest reductions:	\$ -----
(xv)	fees and expenses in connection with exchanges or refinancings permitted by Section 7.11:	\$ -----
(xvi)	(A) non-cash, non-recurring charges with respect to employee severance, (B) other non-cash, non-recurring charges so long as such charges described in this clause (B) do not result in a cash charge in a future period (except as permitted in clause (xvi)(C)) and (C) non-recurring charges other than those referred to in clauses (A) and (B) so long as such charges described in this clause (C) do not exceed \$30,000,000 during any fiscal year:	\$ -----
(xvii)	other expenses or charges reducing Consolidated Net Income which do not represent a cash item in such period or any future period:	\$ -----
	Total	\$ =====

3. The sum of the amount which, in the determination of Consolidated Net Income, has been included for:

(i)	non-cash gains (other than with respect to cash actually received) and extraordinary gains:	\$	-----
(ii)	gains realized upon the Disposition of property outside of the ordinary course of business:	\$	-----
	Total	\$	=====
4.	Unrealized losses/gains in respect of Swap Contracts:	\$	=====
5.	Consolidated EBITDA (Line I.A.1 + Total for I.A.2 - Total for I.A.3 (+/-) Line I.A.4)	\$	=====

B. Total Indebtedness at the Financial Statement Date(3)

1.	The aggregate Outstanding Amount of all Loans, the aggregate undrawn amount of all outstanding trade Letters of Credit and all Unreimbursed Amounts:	\$	-----
2.	The sum of the following other Indebtedness of the Consolidated Companies, in each case other than Specified Non-Recourse Indebtedness:(4)		
(i)	all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments or agreements:	\$	-----
(ii)	the maximum available amount of all letters of credit (including standby and commercial) and bankers' acceptances, in each case solely to the extent drawn and unreimbursed:	\$	-----
(iii)	all obligations to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business, (ii) any earn-out obligation until such obligation appears in the liabilities section of the balance sheet, and (iii) any earn-out obligation that appears in the liabilities section of the balance sheet, to the extent (A) indemnified for the payment thereof by a solvent Person reasonably acceptable to the Administrative Agent or (B) amounts to be applied to the payment therefore are in escrow):	\$	-----

- 
- (3) For any amounts listed in items 1 or 2 (including items (i) through (vii) of 2) consisting of revolving borrowings, use the average daily outstanding amount for the Subject Period.
- (4) Item 2 shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person.

(iv) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse (the amount for purposes of this Item (iv) shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith): \$ -----

(v) all Attributable Indebtedness: \$ -----

(vi) all indebtedness or similar financing obligations under any Securitization Financing: \$ -----

(vii) all Guarantees of the Consolidated Companies of any of items (i) through (vi): \$ -----

Subtotal: \$ =====

3. Total Indebtedness (Item 1 + Subtotal for Item 2):(5) \$ =====

LEVERAGE RATIO (Line I.B.3 / Line I.A.5) \_\_\_\_\_: 1.00

Maximum permitted:

Period Ending Date -----	Leverage Ratio -----
December 31, 2006 through December 31, 2008	3.50:1
March 31, 2009 through December 31, 2009	3.25:1
March 31, 2010 and thereafter	3.00:1

-----

(5) To be reduced, in the case of any Indebtedness of a Majority-Owned Subsidiary, by an amount directly proportional to the amount by which Consolidated EBITDA determined pursuant to Section I.A. above was reduced (including through the calculation of Consolidated Net Income) by the elimination of a minority interest in such Majority-Owned Subsidiary owned by a Person other than a Consolidated Company.

II. SECTION 7.11(B)--INTEREST COVERAGE RATIO(6)

A.	Consolidated EBITDA of the Consolidated Companies (Line I.A.5 above):	\$ -----
B.	Consolidated Interest Charges of the Consolidated Companies for the Subject Period, which is the amount payable with respect to:	-----
1.	total interest expense payable in cash plus pay-in-kind interest in respect of all obligations (in each case other than Specified Non-Recourse Indebtedness) for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or similar instruments or agreements (including the interest component under Capitalized Leases, but excluding, to the extent included in interest expense, (i) fees and expenses associated with the consummation of the Transaction, (ii) annual agency fees paid to the Administrative Agent, (iii) costs associated with obtaining Swap Contracts, (iv) fees and expenses associated with any Investment permitted under Section 7.02, Equity Issuance or Debt Issuance (whether or not consummated) and (v) amortization of deferred financing costs):	\$ -----
2.	interest income with respect to Cash on Hand:	\$ -----
	Consolidated Interest Charges Total (Line II.B.1 - Line II.B.2)	=====
	INTEREST COVERAGE RATIO (Line II.A.5 / Line II.B)	_____:1.00 -----

Minimum required:

Period Ending Date -----	Interest Coverage Ratio -----
December 31, 2006 through December 31, 2008	3.50:1
March 31, 2009 and thereafter	4.00:1

- -----  
 (6) Calculated as of the end of any fiscal quarter of the Company for the four fiscal quarters ending on the Financial Statement Date.

SCHEDULE 3  
to the Compliance Certificate  
(Items required by Section 6.02(f) of the Agreement)

Mandatory Prepayment Events:

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## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "ASSIGNMENT AND ASSUMPTION") is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the "ASSIGNOR") and [Insert name of Assignee] (the "ASSIGNEE"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "CREDIT AGREEMENT"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions as set forth in Annex 1 hereto and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including, without limitation, Letters of Credit, Guaranties and Swing Line Loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "ASSIGNED INTEREST"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_ [and is an  
Affiliate/Approved Fund of [identify Lender]]

- 3. Borrower(s): Fidelity National Information Services, Inc. (and Designated Borrowers, if any)
- 4. Administrative Agent: JPMORGAN CHASE BANK, N.A., as the administrative agent under the Credit Agreement
- 5. Credit Agreement: The Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation, the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender
- 6. Assigned Interest:

Facility Assigned -----	Aggregate Amount of Commitment/Loans for all Lenders -----	Amount of Commitment/Loans Assigned -----	Percentage Assigned of Commitment/Loans -----	CUSIP Number -----
Multicurrency Revolving Credit Facility	_____	_____	_____	_____
US Dollar Revolving Credit Facility	_____	_____	_____	_____
Term Facility	_____	_____	_____	_____

7. Trade Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR  
[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Title:

ASSIGNEE  
[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Title:

[Consented to and] Accepted:  
JPMORGAN CHASE BANK, N.A., as  
Administrative Agent, Swing Line Lender  
and L/C Issuer

By: \_\_\_\_\_  
Title:

[Consented to:]  
BANK OF AMERICA, N.A., as  
Swing Line Lender

By: \_\_\_\_\_  
Title:]

[Consented to:  
FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: \_\_\_\_\_  
Title:]

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) the sale and assignment of the Assigned Interest is made by this Assignment and Assumption in accordance with the terms and conditions contained in the Credit Agreement; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates, or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Company, any of its Subsidiaries or Affiliates, or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it

shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to or on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption.

4. GOVERNING LAW. THIS ASSIGNMENT AND ASSUMPTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SUBSIDIARY GUARANTY

Dated as of January 18, 2007

From

THE SUBSIDIARY GUARANTORS NAMED HEREIN

and

THE ADDITIONAL SUBSIDIARY GUARANTORS REFERRED TO HEREIN

as Subsidiary Guarantors

in favor of

THE LENDER PARTIES REFERRED TO IN  
THE CREDIT AGREEMENT REFERRED TO HEREIN

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Exhibit A - Guaranty Supplement	

SUBSIDIARY GUARANTY

SUBSIDIARY GUARANTY dated as of January 18, 2007 (this "GUARANTY") made by the Persons listed on the signature pages hereof under the caption "Subsidiary Guarantors" and the Additional Subsidiary Guarantors (as defined in Section 8) (such Persons so listed and the Additional Subsidiary Guarantors being, collectively, the "SUBSIDIARY GUARANTORS" and, individually, a "SUBSIDIARY GUARANTOR") in favor of the Lender Parties (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENT

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "CREDIT AGREEMENT"; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, certain Lenders party thereto, JPMorgan Chase Bank, N.A., as L/C Issuer, Swing Line Lender and Administrative Agent, and Bank of America, N.A., as Swing Line Lender. Each Subsidiary Guarantor may receive, directly or indirectly, a portion of the proceeds of the Loans under the Credit Agreement and will derive substantial direct and indirect benefits from the transactions contemplated by the Loan Documents. It is a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement that each Subsidiary Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and to issue Letters of Credit under the Credit Agreement, each Subsidiary Guarantor, jointly and severally with each other Subsidiary Guarantor, hereby agrees as follows:

SECTION 1. Guaranty; Limitation of Liability. (a) Each Subsidiary Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all Obligations of each Loan Party now or hereafter existing (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "GUARANTEED OBLIGATIONS"). Without limiting the generality of the foregoing, the liability of each Subsidiary Guarantor shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Lender Party under or in respect of the Loan Documents but for the fact that they are

unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(B) Each Subsidiary Guarantor, and by its acceptance of this Guaranty, the Administrative Agent, on behalf of itself and each other Lender Party, hereby confirms that it is the intention of all such Persons that this Guaranty and the Obligations of each Subsidiary Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lender Parties and the Subsidiary Guarantors hereby irrevocably agree that the Obligations of each Subsidiary Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of such Subsidiary Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law. For purposes hereof, "BANKRUPTCY LAW" means any proceeding of the type referred to in Section 8.01(f) of the Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state law for the relief of debtors.

(C) Subject to Section 4 of this Guaranty, each Subsidiary Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender Party under this Guaranty or Article 10 of the Credit Agreement or any other guaranty, such Subsidiary Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Subsidiary Guarantor so as to maximize the aggregate amount paid to the Lender Parties under or in respect of the Loan Documents.

(D) Each Subsidiary Guarantor hereby agrees that any Indebtedness owed by it to another Loan Party shall be subordinated to the Obligations of such Subsidiary Guarantor and that any Indebtedness owed to it by another Loan Party shall be subordinated to the Obligations of such other Loan Party, it being understood that such Subsidiary Guarantor or such other Loan Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Default has occurred and is continuing.

SECTION 2. Guaranty Absolute. Each Subsidiary Guarantor guarantees that the Guaranteed Obligations will be paid in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender Party with respect thereto. The Obligations of each Subsidiary Guarantor under or in respect of this Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Subsidiary Guarantor to enforce this Guaranty, irrespective of

whether any action is brought against any Borrower or any other Loan Party or whether any Borrower or any other Loan Party is joined in any such action or actions. The liability of each Subsidiary Guarantor under this Guaranty shall be irrevocable, absolute and unconditional, and each Subsidiary Guarantor hereby irrevocably waives any defenses (other than payment in full of the Guaranteed Obligations) it may now have or hereafter acquire in any way relating to, any or all of the following:

(A) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(B) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(C) any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the Guaranteed Obligations;

(D) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(E) any failure of any Lender Party to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender Party (each Subsidiary Guarantor waiving any duty on the part of the Lender Parties to disclose such information);

(F) the failure of any other Person to execute or deliver this Guaranty, any Guaranty Supplement (as hereinafter defined) or any other guaranty or agreement or the release or reduction of liability of any Subsidiary Guarantor or other guarantor or surety with respect to the Guaranteed Obligations; or

(G) any other circumstance or any existence of or reliance on any representation by any Lender Party that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety other than satisfaction in full of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Lender Party or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

SECTION 3. Waivers and Acknowledgments. (a) Each Subsidiary Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty (other than any demand, presentment or notice required by the Loan Documents) and any requirement that any Lender Party exhaust any right or take any action against any Loan Party or any other Person.

(B) Each Subsidiary Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(C) Each Subsidiary Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Subsidiary Guarantor or other rights of such Subsidiary Guarantor to proceed against any other Loan Party, any other guarantor or any other Person and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Obligations of such Subsidiary Guarantor hereunder.

(D) Each Subsidiary Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Lender Party to disclose to such Subsidiary Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender Party.

(E) Each Subsidiary Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 2 and this Section 3 are knowingly made in contemplation of such benefits.

SECTION 4. Subrogation. Each Subsidiary Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any other Loan Party that arise from the existence, payment, performance or enforcement of such Subsidiary Guarantor's Obligations under or in respect of this Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender Party against any other Loan Party, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any other Loan Party, directly or indirectly, in cash or other property or by set-off or in any other

manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash, all Letters of Credit shall have expired or been terminated or otherwise provided for in full in a manner reasonably satisfactory to the L/C Issuer and the Commitments shall have expired or been terminated. If any amount shall be paid to any Subsidiary Guarantor in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, (b) the final Maturity Date and (c) the latest date of expiration or termination of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the L/C Issuer, such amount shall be received and held in trust for the benefit of the Lender Parties, shall be segregated from other property and funds of such Subsidiary Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Loan Documents. If (i) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash, (ii) the final Maturity Date shall have occurred and (iii) all Letters of Credit shall have expired or been terminated or other provision therefor in full shall have been made in a manner reasonably satisfactory to the L/C Issuer, the Lender Parties will, at any Subsidiary Guarantor's request and expense, execute and deliver to such Subsidiary Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Subsidiary Guarantor of an interest in the Guaranteed Obligations resulting from such payment made by such Subsidiary Guarantor pursuant to this Guaranty.

SECTION 5. Payments Free and Clear of Taxes, Etc. Any and all payments by any Subsidiary Guarantor under this Guaranty or any other Loan Document shall be made in accordance with the terms of the Credit Agreement, including the provisions of Section 3.01 of the Credit Agreement (and such Subsidiary Guarantor shall make such payments of Taxes and Other Taxes to the extent described in Section 3.01), as though such payments were made by a Borrower.

SECTION 6. Covenants. Each Subsidiary Guarantor covenants and agrees that, so long as any part of the Guaranteed Obligations shall remain unpaid, any Letter of Credit shall be outstanding or not otherwise provided for in full in a manner reasonably satisfactory to the L/C Issuer or any Lender shall have any Commitment, such Subsidiary Guarantor will perform and observe, and cause each of its Restricted Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents on its or their part to be performed or observed or that the Company has agreed to cause such Subsidiary Guarantor or such Restricted Subsidiaries to perform or observe.

SECTION 7. Amendments, Release of Subsidiary Guarantors, Etc. No amendment or waiver of any provision of this Guaranty and no consent to any departure by any Subsidiary Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the Subsidiary Guarantors (with the consent of the requisite number of Lenders specified in the Credit Agreement) and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. A Subsidiary Guarantor shall automatically be released from this Guaranty and its obligations hereunder (a) upon consummation of any transaction or designation permitted by the Credit Agreement as a result of which such Subsidiary Guarantor (i) ceases to be a Restricted Subsidiary, (ii) ceases to be a Subsidiary or (iii) becomes a Foreign Subsidiary or a Domestic Subsidiary of a Foreign Subsidiary, in each case to the extent permitted by the Credit Agreement (provided that no such release shall occur if such Subsidiary Guarantor is a guarantor in respect of Permitted Subordinated Indebtedness) or (b) if the Company determines that such Subsidiary Guarantor is no longer required under Section 6.12 of the Credit Agreement to be a Subsidiary Guarantor and gives notice to that effect to the Administrative Agent. The Administrative Agent will, at the Company's expense, execute and deliver to such Subsidiary Guarantor such documents as the Company shall reasonably request to evidence the release of such Subsidiary Guarantor from its Guarantee hereunder pursuant to this Section 7; provided that the Company shall have delivered to the Administrative Agent a written request therefor and a certificate of the Company to the effect that the transaction, designation or determination, as the case may be, is in compliance with the Loan Documents. The Administrative Agent shall be authorized to rely on any such certificate without independent investigation.

SECTION 8. Guaranty Supplements. Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Annex A hereto (each, a "GUARANTY SUPPLEMENT"), (a) such Person shall be referred to as an "ADDITIONAL SUBSIDIARY GUARANTOR" and shall become and be a Subsidiary Guarantor hereunder, and each reference in this Guaranty to a "SUBSIDIARY GUARANTOR" shall also mean and be a reference to such Additional Subsidiary Guarantor, and each reference in any other Loan Document to a "SUBSIDIARY GUARANTOR" shall also mean and be a reference to such Additional Subsidiary Guarantor, and (b) each reference herein to "THIS GUARANTY", "HEREUNDER", "HEREOF" or words of like import referring to this Guaranty, and each reference in any other Loan Document to the "SUBSIDIARY GUARANTY", "THEREUNDER", "THEREOF" or words of like import referring to this Guaranty, shall mean and be a reference to this Guaranty as supplemented by such Guaranty Supplement.

SECTION 9. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including, without limitation, telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered to it, if to any Subsidiary Guarantor, addressed to it in care of the Company at the Company's

address specified in Section 11.02 of the Credit Agreement, if to any Agent or any Lender, at its address specified in Section 11.02 of the Credit Agreement, or, as to any party, at such other address as shall be designated by such party in a written notice to each other party. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 11.02 of the Credit Agreement. Delivery by telecopier or electronic mail of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty or of any Guaranty Supplement to be executed and delivered hereunder shall be effective as delivery of an original executed counterpart thereof.

SECTION 10. No Waiver; Remedies. No failure on the part of any Lender Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 11. Right of Set-off. Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 8.02 of the Credit Agreement to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of said Section 8.02, the Administrative Agent and, after obtaining the prior written consent of the Administrative Agent, each other Agent and each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, but not any deposits held in a custodial, trust or other fiduciary capacity) at any time held and other indebtedness at any time owing by such Agent or such Lender to or for the credit or the account of any Subsidiary Guarantor against any and all of the Obligations of such Subsidiary Guarantor now or hereafter existing under any Loan Document, irrespective of whether such Agent or such Lender shall have made any demand under this Guaranty or any other Loan Document and although such Obligations may be unmatured. Each Agent and each Lender agrees promptly to notify such Subsidiary Guarantor after any such set-off and application; provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Agent and such Lender may have.

SECTION 12. Continuing Guaranty; Assignments under the Credit Agreement. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the latest of (i) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, (ii) the final Maturity Date and (iii) the latest date of expiration or termination of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the

L/C Issuer, (b) be binding upon each Subsidiary Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lender Parties and their permitted successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender Party may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender Party herein or otherwise, in each case as and to the extent provided in Section 11.07 of the Credit Agreement. Except as expressly provided in the Credit Agreement, no Subsidiary Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of all Lenders.

SECTION 13. Execution in Counterparts. This Guaranty and each amendment, waiver and consent with respect hereto may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty by telecopier shall be effective as delivery of an original executed counterpart of this Guaranty.

SECTION 14. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC. (a) THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(B) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(C) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR

OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE  
TRANSACTIONS RELATED THERETO.

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IN WITNESS WHEREOF, each Subsidiary Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized signatory as of the date first above written.

Subsidiary Guarantors:

Aurum Technology Inc.  
Certegey Check Services, Inc.  
Certegey Payment Recovery Services, Inc.  
Clear Par, LLC  
DOCX, LLC  
Fidelity Information Services, Inc.  
Fidelity Information Services International Holdings, Inc.  
Fidelity International Resource Management, Inc.  
Fidelity National Agency Sales and Posting  
Fidelity National Card Services, Inc.  
Fidelity National Credit Services, Inc.  
Fidelity National E-Banking Services, Inc.  
Fidelity National Field Services, Inc.  
Fidelity National Foreclosure Solutions, Inc.  
Fidelity National Global Card Services, Inc.  
Fidelity National Information Services, LLC  
Fidelity National Information Solutions, Inc.  
Fidelity National Payment Services, Inc.  
Fidelity National Tax Service, Inc.  
Fidelity National Transaction Services, Inc.  
Fidelity Output Solutions, LP  
FNF Capital Leasing, Inc.  
FNF Capital, LLC  
FNIS Flood Group, LLC  
FNIS Flood Services, L.P.  
Game Financial Corporation  
Geotrac, Inc.  
Hansen Quality, LLC  
InterCept, Inc.  
InterCept Services, LLC  
InterCept TX I, LLC  
International Data Management Corporation  
Investment Property Exchange Services, Inc.  
LRT Record Services, Inc.

LSI Appraisal, LLC  
LSI Title Agency, Inc.  
LSI Title Company  
Property Insight, LLC

Each By: -----  
Name:  
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:

-----  
Name:  
Title:

ANNEX A  
TO THE  
SUBSIDIARY GUARANTY

FORM OF SUBSIDIARY GUARANTY SUPPLEMENT

\_\_\_\_\_ / \_\_\_\_\_

JPMorgan Chase Bank, N.A., as Administrative Agent  
1111 Fannin Street, Floor 10  
Houston, Texas 77002-6925

Attention: \_\_\_\_\_

Re: Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "CREDIT AGREEMENT") among Fidelity National Information Services, Inc., a Georgia corporation, the Designated Borrowers from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as L/C Issuer, Swing Line Lender and Administrative Agent, and Bank of America, N.A., as Swing Line Lender.

Ladies and Gentlemen:

Reference is made to the Credit Agreement and to the Subsidiary Guaranty referred to therein (such Subsidiary Guaranty, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Subsidiary Guaranty Supplement (this "GUARANTY SUPPLEMENT"), being the "SUBSIDIARY GUARANTY"). The capitalized terms defined in the Subsidiary Guaranty or in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

Section 1. Guaranty; Limitation of Liability. (a) The undersigned hereby, jointly and severally with the other Subsidiary Guarantors, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all Obligations of each other Loan Party now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "GUARANTEED OBLIGATIONS"). Without limiting the generality of the foregoing, the undersigned's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Lender Party under or in respect of

the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) The undersigned, and by its acceptance of this Guaranty Supplement, the Administrative Agent, on behalf of itself and each other Lender Party, hereby confirms that it is the intention of all such Persons that this Guaranty Supplement, the Subsidiary Guaranty and the Obligations of the undersigned hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty Supplement and the Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lender Parties and the undersigned hereby irrevocably agree that the Obligations of the undersigned Guarantor under this Guaranty Supplement and the Subsidiary Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of the undersigned under this Guaranty Supplement and the Subsidiary Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law.

(c) Subject to Section 4 of the Subsidiary Guaranty, the undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender Party under this Guaranty Supplement, the Subsidiary Guaranty, Article 10 of the Credit Agreement or any other guaranty, the undersigned will contribute, to the maximum extent permitted by applicable law, such amounts to each other Subsidiary Guarantor so as to maximize the aggregate amount paid to the Lender Parties under or in respect of the Loan Documents.

(d) The undersigned hereby agrees that any Indebtedness owed by it to another Loan Party shall be subordinated to the Obligations of the undersigned and that any Indebtedness owed to it by another Loan Party shall be subordinated to the Obligations of such other Loan Party, it being understood that the undersigned or such other Loan Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Default has occurred and is continuing.

Section 2. Obligations Under the Guaranty. The undersigned hereby agrees, as of the date first above written, to be bound as a Subsidiary Guarantor by all of the terms and conditions of the Subsidiary Guaranty to the same extent as each of the other Subsidiary Guarantors thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Subsidiary Guaranty to an "ADDITIONAL SUBSIDIARY GUARANTOR" or a "SUBSIDIARY GUARANTOR" shall also mean and be a reference to the undersigned, and each reference in any other Loan Document to a "SUBSIDIARY GUARANTOR" or a "LOAN PARTY" shall also mean and be a reference to the undersigned.

Section 3. Delivery by Telecopier. This Guaranty Supplement may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty Supplement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

Section 4. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC. (a) THIS GUARANTY SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY SUPPLEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

Very truly yours,

[NAME OF ADDITIONAL SUBSIDIARY  
GUARANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

FORM OF DESIGNATED BORROWER  
REQUEST AND ASSUMPTION AGREEMENT

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

To: JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

This Designated Borrower Request and Assumption Agreement is made and delivered pursuant to Section 2.15 of that certain Credit Agreement, dated as of January 18, 2007 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"), among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender. All capitalized terms used in this Designated Borrower Request and Assumption Agreement and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

Each of \_\_\_\_\_ (the "DESIGNATED BORROWER") and the Company hereby confirms, represents and warrants to the Administrative Agent and the Lenders that the Designated Borrower is a [Domestic/Foreign] Subsidiary of the Company.

The documents required to be delivered to the Administrative Agent under Section 2.15 of the Agreement will be furnished to the Administrative Agent in accordance with the requirements of the Agreement.

The true and correct unique identification number that has been issued to the Designated Borrower by its jurisdiction of organization and the name of such jurisdiction are set forth below:

IDENTIFICATION NUMBER	JURISDICTION OF ORGANIZATION
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The parties hereto hereby confirm that with effect from the date hereof, the Designated Borrower shall have obligations, duties and liabilities toward each of the other parties to the Agreement identical to those which the Designated

Borrower would have had if the Designated Borrower had been an original party to the Agreement on the Closing Date as a Designated Borrower. The Designated Borrower confirms its acceptance of, and consents to, all representations and warranties, covenants, and other terms and provisions of the Agreement applicable to such Designated Borrower.

The parties hereto hereby request that the Designated Borrower be entitled to receive Loans under the Agreement, and understand, acknowledge and agree that neither the Designated Borrower nor the Company on its behalf shall have any right to request any Loans for its account unless and until the date five Business Days after the effective date designated by the Administrative Agent in a Designated Borrower Notice delivered to the Company and the Lenders pursuant to Section 2.15 of the Agreement.

This Designated Borrower Request and Assumption Agreement shall constitute a Loan Document under the Agreement.

THIS DESIGNATED BORROWER REQUEST AND ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Designated Borrower Request and Assumption Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

[NAME OF DESIGNATED BORROWER]

By: \_\_\_\_\_  
Name:  
Title:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

FORM OF DESIGNATED BORROWER NOTICE

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

To: Fidelity National Information Services, Inc.  
The Lenders party to the Credit Agreement referred to below

Ladies and Gentlemen:

This Designated Borrower Notice is made and delivered pursuant to Section 2.15 of that certain Credit Agreement, dated as of January 18, 2007 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "AGREEMENT"), among Fidelity National Information Services, Inc., a Georgia corporation (the "COMPANY"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender. All capitalized terms used in this Designated Borrower Notice and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

The Administrative Agent hereby notifies Company and the Lenders that effective as of the date hereof [\_\_\_\_\_] shall be a Designated Borrower and may receive Loans for its account on the terms and conditions set forth in the Agreement.

This Designated Borrower Notice shall constitute a Loan Document under the Credit Agreement.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

## FORM OF SUBORDINATION TERMS

Section 1. Agreement to Subordinate. The Company's obligations to [INSERT NAME OF LENDER] ("SUBORDINATED LENDER") under this [INSERT NAME OF DOCUMENT] (the "SUBORDINATED OBLIGATIONS") are subordinated in right of payment, to the extent and in the manner provided in [this Note/Instrument], to the prior payment of all Senior Debt. "SENIOR DEBT" shall include the Obligations (as defined in the Credit Agreement dated as of January 18, 2007 (as in effect from time to time, the "CREDIT AGREEMENT") among Fidelity National Information Services, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent (the "ADMINISTRATIVE AGENT") and as Swing Line Lender and L/C Issuer, Bank of America, N.A., as Swing Line Lender, and the Lenders party thereto), and "SENIOR LENDERS" means the holders from time to time of the Senior Debt. The subordination provisions of [this Note/Instrument] are for the benefit of and enforceable by the Senior Lenders.

Section 2. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(1) the Senior Lenders are entitled to receive payment in full in cash of all Senior Debt, including all interest accrued or accruing on the Senior Debt after the commencement of any bankruptcy, insolvency or reorganization or similar case or proceeding at the contract rate (including, without limitation, any contract rate applicable upon default) specified in the Credit Agreement, whether or not the claim for the interest is allowed or allowable as a claim in the case or proceeding with respect to the Senior Debt (only such payment constituting "PAYMENT IN FULL") before the Subordinated Lender will be entitled to receive any payment of principal of or interest on the Subordinated Obligations (except for payments made in permitted junior securities or from a satisfaction and discharge or defeasance trust); and

(2) until the Senior Debt is paid in full, any payment or distribution to which the Subordinated Lender would be entitled but for these subordination provisions shall instead be made to the Senior Lenders as their interests may appear.

Section 3. Default on Senior Debt. (a) The Company shall not pay the principal of or interest on the Subordinated Obligations ("PAY THE SUBORDINATED

OBLIGATIONS") if either of the following occurs (each a "PAYMENT DEFAULT") (i) at the time any Senior Debt has not been paid in full in cash when due, whether at maturity, upon acceleration, or otherwise, and the default has not been cured or waived or (ii) any other default on the Senior Debt occurs and the maturity of the Senior Debt is accelerated in accordance with its terms, unless such acceleration has been rescinded or such Senior Debt has been paid in full in cash.

(b) During the continuance of any default other than a Payment Default with respect to any Senior Debt pursuant to which the maturity thereof may be accelerated immediately without further notice (except any notice that may be required to effect acceleration) or upon the expiration of a grace period, the Company may not pay the Subordinated Obligations for a period (a "PAYMENT BLOCKAGE PERIOD")

(1) commencing upon the receipt by the Company of written notice of default from the Administrative Agent specifying an election to effect a Payment Blockage Period (a "BLOCKAGE NOTICE") and

(2) ending 179 days thereafter (or earlier if the Payment Blockage Period is terminated) (i) by written notice to the Company from the Administrative Agent, (ii) by repayment in full of such Senior Debt or (iii) because the default giving rise to the Blockage Notice is no longer continuing.

Subject to the preceding paragraph, unless the Senior Lenders have accelerated the maturity of the Senior Debt, the Company may resume payments on the Subordinated Obligations after the Payment Blockage Period.

(c) Not more than one Blockage Notice may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to the Senior Debt during such period. No default which existed or was continuing on the date of the commencement of any Payment Blockage Period may be made the basis of the commencement of a subsequent Payment Blockage Period by the Senior Lenders, whether or not within a period of 360 consecutive days, unless the default has been cured or waived for a period of not less than 90 consecutive days.

Section 4. When Distribution Must Be Paid Over. If a payment or other distribution is made to the Subordinated Lender that because of these subordination provisions should not have been made to it, the Subordinated Lender shall hold it in trust for the Senior Lenders and pay it over to them as their interests may appear.

Section 5. Subrogation. For purposes of subrogation, a distribution made under these subordination provisions to the Senior Lenders which otherwise

would have been made to the Subordinated Lender is not, as between the Company and the Subordinated Lender, a payment by the Company on the Senior Debt. After all Senior Debt is paid in full and until the Subordinated Obligations are paid in full, the Subordinated Lender will be subrogated to the rights of the Senior Lenders to receive payments in respect of the Senior Debt.

Section 6. Relative Rights; Subordination Not to Prevent Events of Default or Limit Right to Accelerate. These subordination provisions define the relative rights of the Subordinated Lender and the Senior Lenders and do not impair, as between the Company and the Subordinated Lender, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Subordinated Obligations in accordance with their terms. The failure to make a payment pursuant to the Subordinated Obligations by reason of these subordination provisions does not prevent the occurrence of a Default, nor do these subordination provisions prevent the Subordinated Lender from exercising its available remedies upon a Default, subject to the rights of the Senior Lenders to receive distributions otherwise payable to the Subordinated Lender.

Section 7. Subordination May Not Be Impaired By Company. No right of any Senior Lender to enforce the subordination of the Subordinated Obligations will be impaired by any act or failure to act by the Company or by its failure to comply with [Sections 1-9].

Section 8. Subordinated Lender Entitled to Rely. For the purpose of ascertaining the outstanding amount of the Senior Debt, the Senior Lenders, and all other information relevant to making any payment or distribution to the Senior Lenders pursuant to [Sections 1-9], the Subordinated Lender is entitled to rely upon an order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 2 above are pending, a certificate of the liquidating trustee or other person making a payment or distribution to the Subordinated Lender, or information provided by the Senior Lenders or the Administrative Agent.

Section 9. Reliance by Senior Lenders on Subordination Provisions; No Waiver. (a) The Subordinated Lender acknowledges and agrees that these subordination provisions are, and are intended to be, an inducement and a consideration to each Senior Lender, whether the Senior Debt was created or acquired before or after the incurrence of the Subordinated Obligations, to acquire or to hold the Senior Debt, and each Senior Lender will be deemed conclusively to have relied on these subordination provisions in acquiring and holding such Senior Debt.

(b) The Senior Lenders may, at any time and from time to time, without the consent of or notice to the Subordinated Lender, without incurring any liability or responsibility to the Subordinated Lender, and without impairing

the rights of the Senior Lenders under these subordination provisions, do any of the following:

(1) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, the Senior Debt or any instrument evidencing the same or any agreement under which the Senior Debt is outstanding or secured;

(2) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing the Senior Debt;

(3) release any person liable in any manner for the payment of the Senior Debt; or

(4) exercise or refrain from exercising any rights against the Company and any other person.

## AMENDMENT NO. 1 TO CREDIT AGREEMENT

AMENDMENT NO. 1 TO CREDIT AGREEMENT (this "**Amendment**") dated July 30, 2007 and effective as of the Amendment No. 1 Effective Date (as defined below), to the Credit Agreement dated as of January 18, 2007 (as in effect immediately prior to the effectiveness hereof, the "**Credit Agreement**") among Fidelity National Information Services, Inc. (the "**Company**"), certain Subsidiaries of the Company party thereto (each, a "**Designated Borrower**" and, together with the Company, the "**Borrowers**" and, each, a "**Borrower**"), each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), JPMorgan Chase Bank, N.A., as Administrative Agent (the "**Administrative Agent**"), Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

## RECITALS:

1. The Company has advised the Lenders that the Company intends to undertake the eFunds Merger (as defined below) pursuant to which eFunds will become a wholly owned Subsidiary of the Company and, in connection therewith, the Company intends to borrow Additional Term Loans in an aggregate principal amount of \$1,600,000,000.
2. In connection with the eFunds Merger and related transactions, the Company wishes to amend the Credit Agreement in the manner described herein. The Lenders party hereto and the Administrative Agent are willing to agree to such amendments on and subject to the terms and conditions set forth herein.
3. The parties hereto therefore agree as follows:

Section 1. *Certain Definitions.* Each term used herein which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, on and after the Amendment No. 1 Effective Date, refer to the Credit Agreement as amended hereby.

Section 2. *Defined Terms.*

- (a) Section 1.01 of the Credit Agreement is hereby amended by adding, in appropriate alphabetical order, the following defined terms:
-

"**Amendment No. 1**" means Amendment No. 1 to Credit Agreement dated July 30, 2007 and effective as of the Amendment No. 1 Effective Date.

"**Amendment No. 1 Effective Date**" means the date on which Amendment No. 1 becomes effective pursuant to Section 15 thereof.

"**Capital Expenditures**" means, without duplication, any expenditure for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP.

"**Cash Management Obligations**" has the meaning set forth in the Pledge Agreement.

"**Collateral**" means all of the "Collateral" referred to in the Collateral Documents and all of the other property and assets that are or are required under the terms hereof or of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties.

"**Collateral Agent**" means JPMCB in its capacity as collateral agent, or any successor collateral agent.

"**Collateral Documents**" means, collectively, the Pledge Agreement and any other documents granting a Lien upon the Collateral as security for payment of the Secured Obligations.

"**Company Supplemental Agreement**" means the Supplemental Agreement dated as of the Amendment No. 1 Effective Date between the Company and the Administrative Agent, substantially in the form of Exhibit K.

"**eFunds**" means eFunds Corporation, a Delaware corporation.

"**eFunds Bonds**" means the 5.39% Senior Guaranteed Notes due September 30, 2012 of eFunds issued pursuant to the Note Purchase Agreement dated as of September 30, 2005 among eFunds and the purchasers party thereto.

"**eFunds Fee Letter**" means the letter agreement, dated June 26, 2007, as amended, among the Company, the Arrangers and certain Affiliates of the Arrangers.

"**eFunds Merger**" means the merger between eFunds and Merger Sub, with eFunds as the surviving entity, all pursuant to the eFunds Merger Agreement.

"**eFunds Merger Agreement**" means the Agreement and Plan of Merger dated as of June 26, 2007 among the Company, Merger Sub and eFunds.

"**eFunds Transactions**" means the eFunds Merger, the borrowing of Specified Additional Term Loans, any refinancing of any existing indebtedness of eFunds and all related transactions (including the payment of all related fees and expenses).

"**Excess Cash Flow**" means for any fiscal year of the Company, the excess, if any, of:

(a) the sum, without duplication, of

(i) Consolidated Net Income for such fiscal year,

(ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income,

(iii) decreases in Working Capital for such fiscal year, and

(iv) the aggregate net amount of non-cash loss on the disposition of property by the Company and its Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income.

minus

(b) the sum, without duplication, of

(i) the amount of all non-cash credits included in arriving at such Consolidated Net Income,

(ii) Capital Expenditures and Permitted Acquisitions (including any earnout or other payments made with respect to such Permitted Acquisitions) made in cash to the extent not financed with (x) the proceeds of long-term Indebtedness (other than the Obligations) or (y) the proceeds of asset Dispositions and Casualty Events referred to in clause (b)(vi) below for such fiscal year or any prior fiscal year,

(iii) the aggregate amount of all regularly scheduled principal payments of Indebtedness (including the Term Loans and Capitalized Leases) of the Company and its Subsidiaries made during such fiscal year (other than in respect of any revolving

credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder),

(iv) increases in Working Capital for such fiscal year,

(v) the aggregate net amount of non-cash gain on the disposition of property by the Company and its Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income,

(vi) proceeds of all Dispositions of assets pursuant to Section 7.05(l)(ii), Section 7.05(q) or Section 7.05(s) and proceeds of all Casualty Events, in each case received in such fiscal year and to the extent included in arriving at such Consolidated Net Income,

(vii) proceeds received by the Restricted Companies from insurance claims (including, without limitation, with respect to casualty events, business interruption or product recalls) which reimburse prior business expenses, to the extent included in arriving at such Consolidated Net Income,

(viii) cash payments made in satisfaction of non-current liabilities,

(ix) cash fees and expenses incurred in connection with any Investment permitted under Section 7.02, Equity Issuance or Debt Issuance (whether or not consummated), and

(x) cash indemnity payments received pursuant to indemnification provisions in any agreement in connection with the eFunds Merger, any Permitted Acquisition or any other Investment permitted hereunder.

"**FNIS Notes**" means the Company's 4.75% Notes due 2008 issued pursuant to the Indenture dated September 10, 2003 between the Company and SunTrust Bank, as trustee.

"**FNIS Notes Obligations**" has the meaning specified in the Pledge Agreement.

"**Guaranteed Obligations**" means (a) in respect of the Guarantee by each Borrower set forth in Article 10 of this Agreement, (i) all Obligations of each other Borrower, (ii) all Secured Hedging Obligations of each other Loan Party and (iii) all Cash Management Obligations of each other Loan Party and (b) in respect of the Subsidiary Guaranty of any Subsidiary Guarantor, (i) all Obligations of each other Loan Party, (ii) all

Secured Hedging Obligations of each other Loan Party and (iii) all Cash Management Obligations of each other Loan Party, in each case of the obligations described in clauses (a) and (b) above, now or hereafter existing (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, fees, indemnities, contract causes of action, costs, expenses or otherwise.

"**Hedge Agreement**" means any Swap Contract permitted under Article 6 or 7 that is entered into by and between the Company or any of its Subsidiaries and any Hedge Bank.

"**Hedge Bank**" means any Person that is a Lender or an Affiliate of a Lender, in its capacity as a party to a Hedge Agreement.

"**Merger Sub**" means Agamemnon Merger Corp., a Delaware corporation and a direct wholly owned subsidiary of the Company.

"**Perfection Certificate**" means a certificate in form satisfactory to the Collateral Agent that provides information relating to Uniform Commercial Code filings of each Loan Party.

"**Pledge Agreement**" means that certain Pledge Agreement, dated as of the Amendment No. 1 Effective Date, among the Loan Parties and the Collateral Agent, substantially in the form of Exhibit L.

"**Pledge Agreement Supplement**" has the meaning specified in the Pledge Agreement.

"**Secured Hedging Obligations**" has the meaning set forth in the Pledge Agreement.

"**Secured Obligations**" has the meaning specified in the Pledge Agreement.

"**Secured Parties**" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Hedge Banks, the holders of Cash Management Obligations, the holders of FNIS Notes Obligations (so long as the FNIS Notes are outstanding and other than for purposes of Article 10 and the Subsidiary Guaranty), the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.02.

"**Specified Additional Term Loans**" means the Additional Term Loans in an aggregate principal amount of \$1,600,000,000, the proceeds of which are to be used for the eFunds Transactions.

**"Uniform Commercial Code"** means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

**"Working Capital"** means, at any date, the excess of current assets of the Company and its Subsidiaries on such date (excluding cash and Cash Equivalents) over current liabilities of the Company and its Subsidiaries on such date (excluding current liabilities in respect to Indebtedness), all determined on a consolidated basis in accordance with GAAP.

(b) The definitions of the following terms set forth in Section 1.01 of the Credit Agreement are hereby amended to read in full as follows:

**"Class"** (a) when used with respect to Lenders, refers to whether such Lenders are Term Lenders of any tranche or Revolving Lenders, (b) when used with respect to Commitments, refers to whether such Commitments are Term Commitments of any tranche or Revolving Credit Commitments and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Term Loans of any tranche or Revolving Credit Loans.

**"Guarantors"** means, collectively, (i) each Guarantor Party and (ii) each Subsidiary Guarantor (with each Subsidiary Guarantor as of the Amendment No. 1 Effective Date listed on Schedule 1.01B).

**"Loan Documents"** means, collectively, (a) this Agreement, (b) the Amendment No. 1, (c) the Company Supplemental Agreement, (d) the Collateral Documents, (e) the Notes, (f) the Guaranty, (g) the Fee Letters, (h) the eFunds Fee Letter, (i) each Letter of Credit Application and (j) each Designated Borrower Request and Assumption Agreement.

**"Term Facility"** means, at any time, with respect to any Class of Term Loans, (a) on or prior to the applicable funding date of such Class of Term Loans, the aggregate amount of the Term Commitments of such Class at such time and (b) thereafter, the aggregate principal amount of the Term Loans of all Term Lenders of such Class outstanding at such time.

(c) *Definition of "Applicable Margin"*. The definition of "Applicable Margin" set forth in Section 1.01 of the Credit Agreement is hereby amended to replace clauses (a)(i) and (b)(i) thereof with the following: "(i) until the 6-month anniversary of the Amendment No. 1 Effective Date, the percentages per annum set forth below for Pricing Level 4".

(d) *Definition of "Consolidated EBITDA"*. The definition of "Consolidated EBITDA" set forth in Section 1.01 of the Credit Agreement is hereby amended (i) to insert after the words "cash expenses incurred in connection with the Transaction, the Certegy Merger, the Reorganization" contained in clause (b)(viii) thereof the words "; the eFunds Transactions" and (ii) to insert after the words "any non-cash purchase accounting adjustment and any non-cash write-up, write-down or write-off with respect to re-valuing assets and liabilities in connection with the Certegy Merger, the Reorganization" contained in clause (b)(xiii) thereof the words "; the eFunds Merger".

(e) *Definition of "Facility"*. The definition of "Facility" set forth in Section 1.01 of the Credit Agreement is hereby amended to replace the words "the Term Facility" contained therein with the words "any Term Facility".

(f) *Definition of "Leverage Ratio"*. The definition of "Leverage Ratio" set forth in Section 1.01 of the Credit Agreement is hereby amended to insert, after the words "*provided* that the amount of Total Indebtedness determined pursuant to clause (a) above at any date shall be reduced" contained in the fourth and fifth lines thereof, the words "(i) by the amount of any outstanding Swing Line Loans or Revolving Credit Loans drawn for the purpose of credit card settlements so long as (x) such Swing Line Loans and Revolving Credit Loans are repaid within three Business Days after the applicable date regarding which the Leverage Ratio is calculated and (y) the Company certifies as to the amount of such Swing Line Loans and Revolving Credit Loans and such repayment in the applicable Compliance Certificate and (ii)".

(g) *Definition of "Maturity Date"*. The definition of "Maturity Date" set forth in Section 1.01 of the Credit Agreement is hereby amended to add the following proviso at the end thereof: ", provided that the "Maturity Date" for any Additional Term Loan under an Additional Term Loan Tranche may be a later date as agreed by the Company and the applicable Lenders providing the additional Term Commitments in accordance with Section 2.16".

(h) *Definition of "Responsible Officer"*. The definition of "Responsible Officer" set forth in Section 1.01 of the Credit Agreement is hereby amended to add after the words "Closing Date" the words "or the Amendment No. 1 Effective Date".

(i) *Definition of "Subsidiary Guaranty"*. The definition of "Subsidiary Guaranty" set forth in Section 1.01 of the Credit Agreement is hereby amended to replace the word "Obligations" contained therein with the words "Guaranteed Obligations".

(j) *Replacement of References to "Lender Parties"*. The definition of the term "Lender Parties" set forth in Section 1.01 of the Credit Agreement is hereby deleted, and each reference in the Credit Agreement to "Lender Party" and

“Lender Parties” is hereby amended to refer to “Secured Party” and “Secured Parties, respectively.

(k) *Replacement of Certain References to “Closing Date”*. All references to the term “Closing Date” located in the following provisions of the Credit Agreement shall be deemed to be deleted and replaced with the term “Amendment No. 1 Effective Date”: the definitions of “Guarantee” and “Unrestricted Subsidiary” in Section 1.01; and Sections 5.11, 6.14, 7.01(b), 7.02(f), 7.03(c), 7.05(f), 7.05(l) and 7.08(j).

*Section 3. Schedules and Exhibits.*

(a) *Schedule 1.01B (Amendment No. 1 Effective Date Guarantors)*. Schedule 1.01B to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 1.01B attached to the Company Supplemental Agreement.

(b) *Schedule 1.01D (Unrestricted Subsidiaries)*. Schedule 1.01D to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 1.01D attached to the Company Supplemental Agreement.

(c) *Schedule 5.06 (Litigation)*. Schedule 5.06 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 5.06 attached to the Company Supplemental Agreement.

(d) *Schedule 5.11 (Subsidiaries)*. Schedule 5.11 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 5.11 attached to the Company Supplemental Agreement.

(e) *Schedule 7.01 (Existing Liens)*. Schedule 7.01 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.01 attached to the Company Supplemental Agreement.

(f) *Schedule 7.02 (Existing Investments)*. Schedule 7.02 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.02 attached to the Company Supplemental Agreement.

(g) *Schedule 7.03 (Existing Indebtedness)*. Schedule 7.03 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.03 attached to the Company Supplemental Agreement.

(h) *Schedule 7.08 (Transactions with Affiliates)*. Schedule 7.08 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.08 attached to the Company Supplemental Agreement.

(i) *Schedule 7.09 (Existing Restrictions)*. Schedule 7.09 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.09 attached to the Company Supplemental Agreement.

- (j) *Exhibit E (Compliance Certificate)*. Exhibit E to the Credit Agreement is hereby deleted in its entirety and replaced with the exhibit attached hereto as Exhibit E.
- (k) *Exhibit G (Subsidiary Guaranty)*. Exhibit G to the Credit Agreement is hereby deleted in its entirety and replaced with the exhibit attached hereto as Exhibit G.
- (l) *Exhibit K (Company Supplemental Agreement)*. The exhibit that is attached hereto as Exhibit K is hereby added as Exhibit K to the Credit Agreement.
- (m) *Exhibit L (Pledge Agreement)*. The exhibit that is attached hereto as Exhibit L is hereby attached as Exhibit L to the Credit Agreement.

Section 4. *Amendment to Article 2.*

(a) *Mandatory Prepayments.*

(i) Section 2.06(b) of the Credit Agreement is hereby amended by renumbering clauses (iii), (iv) and (v) thereof as clauses (iv), (v) and (vi), respectively, and adding a new clause (iii) thereto that reads in full as follows:

“(iii) Within ten Business Days after financial statements have been delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been delivered pursuant to Section 6.02(b), the Borrowers shall cause to be prepaid an aggregate principal amount of Term Loans in an amount equal to (A) 50% of Excess Cash Flow, if any, for the fiscal year covered by such financial statements (commencing with the first full fiscal year ended after the Amendment No. 1 Effective Date) minus (B) the sum of (1) the amount of any prepayments of the Term Loans made pursuant to Section 2.06(a) during the fiscal year covered by such financial statements and (2) solely to the extent the Revolving Credit Commitments are reduced pursuant to Section 2.07(a) in connection therewith (and solely to the extent of the amount of such reduction), the amount of any prepayments of the Revolving Credit Loans made pursuant to Section 2.06(a) during the fiscal year covered by such financial statements; provided that such percentage shall be reduced to (x) 25% if the Leverage Ratio as of the end of such fiscal year was equal to or less than 3.50:1 and greater than 3.00:1 and (y) 0% if (I) the Leverage Ratio as of the end of such fiscal year was equal to or less than 3.00:1 or (II) the Excess Cash Flow for such year was less than \$10,000,000.”

(ii) The first sentence of the renumbered clause (iv) of Section 2.06(b) is hereby amended to read in full as follows: "Each prepayment of Term Loans pursuant to this Section 2.06(b) shall be applied ratably to each Class of the Term Loans and in direct order of maturities to the principal repayment installments of the Term Loans that are due after the date of such prepayment."

(iii) The renumbered clause (v) of Section 2.06(b) is hereby amended to replace the words "pursuant to clauses (i) and (ii) of this Section 2.06(b)" contained in the second and third lines thereof with the words "pursuant to clauses (i), (ii) and (iii) of this Section 2.06(b)".

(iv) The renumbered clause (vi) of Section 2.06(b) is hereby amended to replace the words "for purposes of this Section 2.06(b)(v)" contained in the 12<sup>th</sup> and 13<sup>th</sup> lines thereof with the words "for purposes of this Section 2.06(b)(vi)".

(b) *Repayment of Loans.* Section 2.08(a) of the Credit Agreement is hereby amended by replacing the word "Section 2.06(b)(iii)" contained in the fifth line thereof with the word "Section 2.06(b)(iv)".

(c) *Increase in Commitments.*

(i) Section 2.16(a) of the Credit Agreement is hereby amended by replacing the words "shall not exceed \$600,000,000" contained in the sixth line thereof with the words "shall not exceed \$2,100,000,000".

(ii) Section 2.16(f)(i) of the Credit Agreement is hereby amended to delete the parenthetical clause contained in the sixth through eighth lines thereof and replace it in its entirety with the following parenthetical clause: "(except that the interest rate, amortization payment amounts and maturity date applicable to any Additional Term Loan under an Additional Term Loan Tranche may be as agreed by the Company and the applicable Lenders providing the additional Term Commitments, provided that such amortization payment amounts and maturity date shall be in accordance with the requirements of Section 2.16(b))".

#### *Section 5. Amendments to Conditions Precedent.*

(a) *Conditions to All Credit Extensions.*

(i) Section 4.02(a) of the Credit Agreement is amended hereby to add the following proviso at the end thereof:

”; provided that the only representations involving eFunds and its Subsidiaries, the making of which shall be a condition to the Loans made on Amendment No. 1 Effective Date, shall be (A) the

representations and warranties made by or with respect to eFunds or its Subsidiaries in the eFunds Merger Agreement as are material to the interests of Lenders, but only to the extent that the Company has the right to terminate its obligations under the eFunds Merger Agreement as a result of a breach of such representations and warranties in the eFunds Merger Agreement and (B) the representations and warranties set forth in Sections 5.02 (other than clause (c)(ii) thereof), 5.04, 5.12 and 5.15 of this Agreement.”

(ii) Section 4.02(b) of the Credit Agreement is hereby amended to read in full as follows:

”(b) Subject to clause (a) above in the case of the Loans made on the Amendment No. 1 Effective Date, no Default shall exist, or would result from such Credit Extension or from the application of the proceeds therefrom.”

*Section 6. Amendments to Representations and Warranties.*

(a) *Governmental Authorization; Other Consents.* Section 5.03 of the Credit Agreement is hereby amended to read in full as follows:<sup>1</sup>

“Section 5.03. *Governmental Authorization; Other Consents.* No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required to be made or obtained by any Loan Party in connection with (a) the execution, delivery or performance by any Loan Party of this Agreement or any other Loan Document, (b) *the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents*, (c) *the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof)* or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents *or the remedies in respect of the Collateral pursuant to the Collateral Documents*, except for (i) *filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties*, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force, (iii) *those approvals, consents, exemptions, authorizations, actions, notices or filings described in the Pledge Agreement* and (iv) those approvals, consents, exemptions, authorizations, actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.”

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<sup>1</sup> The additional language is italicized for ease of reference only.

(b) *No Material Adverse Effect.* Section 5.05(b) of the Credit Agreement is hereby amended to replace the date “December 31, 2005” contained therein with the date “December 31, 2006”.

(c) *Perfection.* Article 5 of the Credit Agreement is hereby amended by adding a new Section 5.15 thereto that reads in full as follows:

“Section 5.15. *Perfection, Etc.* All filings and other actions necessary to perfect and protect the Liens in the Collateral created under and in the manner contemplated by the Collateral Documents have been duly made or taken or otherwise provided for in the manner reasonably requested by the Administrative Agent and are in full force and effect, and the Collateral Documents create in favor of the Collateral Agent for the benefit of the Secured Parties a valid and, together with such filings and other actions, perfected first priority Lien in the Collateral, securing the payment of the Secured Obligations, subject to Liens permitted by Section 7.01. The Loan Parties are the legal and beneficial owners of the Collateral free and clear of any Lien, except for the Liens created or permitted under the Loan Documents.”

Section 7. *Amendments to Affirmative Covenants.*

(a) *Certificates; Other Information.* Section 6.02(a) of the Credit Agreement is hereby amended to replace the words “no later than five days” contained in the first line thereof with the words “no later than five Business Days”.

(b) *Use of Proceeds.* Section 6.11 of the Credit Agreement is hereby amended to redesignate clause (iii) thereof as clause (iv) and to add immediately prior to such redesignated clause (iv) a new clause (iii) reading as follows: “, (iii) to finance the eFunds Merger and the other eFunds Transactions”.

(c) *Covenant to Guarantee Guaranteed Obligations and Give Security.* Section 6.12 of the Credit Agreement is hereby amended to read in full as follows:

“Section 6.12. *Covenant to Guarantee Guaranteed Obligations and Give Security.* (a) Cause the following Restricted Subsidiaries to guarantee the Guaranteed Obligations (each a “**Subsidiary Guarantor**”): such Restricted Subsidiaries as shall constitute (x) at least 95% of the Consolidated EBITDA of the Company and its Domestic Subsidiaries (excluding, for the purposes of such calculation, (1) all Unrestricted Subsidiaries, but including any Subsidiaries that were, at one time, designated as Unrestricted Subsidiaries, but have been redesignated as Restricted Subsidiaries pursuant to Section 6.14 and (2) all Prohibited Restricted Subsidiaries described in the following sentence for so long as the relevant Indebtedness remains outstanding) for the four fiscal quarters

most recently ended for which financial statements have been delivered pursuant to Section 6.01 and (y) at least 95% of the Total Assets of the Company and its Domestic Subsidiaries (excluding, for the purposes of such calculation, (1) all Unrestricted Subsidiaries, but including any Subsidiaries that were, at one time, designated as Unrestricted Subsidiaries, but have been redesignated as Restricted Subsidiaries pursuant to Section 6.14 and (2) all Prohibited Restricted Subsidiaries described in the following sentence for so long as the relevant Indebtedness remains outstanding) as of the last day of the fiscal quarter most recently ended for which financial statements have been delivered pursuant to Section 6.01. Notwithstanding the foregoing, (i) any Restricted Subsidiary that is a guarantor of any Permitted Subordinated Indebtedness shall also be required to be a Subsidiary Guarantor, (ii) no Subsidiary shall be required to be a Subsidiary Guarantor if such Subsidiary is a Foreign Subsidiary or a Domestic Subsidiary of a Foreign Subsidiary and (iii) no Restricted Subsidiary that is prohibited from guaranteeing the Guaranteed Obligations pursuant to documents governing any Indebtedness assumed in connection with a Permitted Acquisition and not incurred in contemplation thereof (each, a “**Prohibited Restricted Subsidiary**”) shall be required to become a Subsidiary Guarantor for so long as such Indebtedness remains outstanding.

(b) At the end of each fiscal quarter of the Company, the Company shall determine whether any Restricted Companies that are not currently Subsidiary Guarantors shall be required, pursuant to the provisions of Section 6.12(a) to become Subsidiary Guarantors and, within 60 days after the end of such fiscal quarter (or such longer period as the Administrative Agent may agree in its reasonable discretion), will at the Company’s expense:

(i) Cause any new Subsidiary Guarantors (each, an “**Additional Guarantor**”) to duly execute and deliver to the Administrative Agent a guaranty substantially in the form of Exhibit G (either directly or via a guaranty supplement) or such other form of guaranty or guaranty supplement to guarantee the Guaranteed Obligations in form and substance reasonably satisfactory to the Administrative Agent and the Company, it being understood and agreed that each Subsidiary that is required to be a Subsidiary Guarantor on the Closing Date shall duly execute and deliver to the Administrative Agent a Subsidiary Guaranty on the Closing Date; provided that in connection with any acquisition of any Restricted Company, if any Subsidiary that is not already a Subsidiary Guarantor shall be required, pursuant to the provisions of Section 6.12(a) to become a Subsidiary Guarantor, the Company shall, in each case at the Company’s expense and within 30 days of

being so required, cause such Subsidiary to duly execute and deliver to the Administrative Agent a Subsidiary Guaranty;

(ii) Cause such Additional Guarantor to duly execute and deliver to the Administrative Agent a Pledge Agreement Supplement, as specified by and in form and substance reasonably satisfactory to the Administrative Agent (consistent with the Pledge Agreement and other security documents in effect on the Amendment No. 1 Effective Date), granting a Lien in substantially all of the Equity Interests directly held by such Restricted Subsidiary, in each case securing the Secured Obligations of such Additional Guarantor; provided that (A) no more than 65% of the voting Equity Interests of any Foreign Subsidiary that are held directly by a Loan Party shall be required to be pledged to support the Secured Obligations (except to the extent such Equity Interests are pledged to support obligations under any Permitted Subordinated Indebtedness); (B) no Equity Interests of any Restricted Subsidiary which have been pledged to secure Indebtedness of such Additional Guarantor assumed in connection with a Permitted Acquisition that is secured by a Lien permitted by Section 7.01(p) shall be required to be pledged, but only for so long as such Lien is in effect; (C) no Equity Interests of any Foreign Subsidiary that are held directly by a Foreign Subsidiary shall be required to be pledged to support the Secured Obligations (except to the extent such Equity Interests are pledged to support obligations under any Permitted Subordinated Indebtedness); (D) Equity Interests in any Joint Venture which cannot be pledged without the consent of any third party (and which such consent has not been obtained) shall not be required to be pledged to support the Secured Obligations to the extent such restriction is enforceable; and (E) Equity Interests of a Restricted Subsidiary shall not be required to be pledged to support the Secured Obligations if the Administrative Agent reasonably determines that the costs of obtaining the security interest in such Equity Interests are unreasonably excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(iii) Cause such Additional Guarantor to deliver, to the extent required to be pledged hereunder or under the Collateral Documents, any and all certificates representing Equity Interests owned by such Restricted Subsidiary accompanied by undated stock powers or other appropriate instruments of transfer executed in blank; and

(iv) Take and cause such Additional Guarantor to take whatever action (including the filing of Uniform Commercial Code financing statements, and delivery of stock and membership

interest certificates) as may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the properties purported to be subject to the Pledge Agreement Supplements and other security documents delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms.

(c) (i) So long as the eFunds Bonds remain outstanding, no Equity Interests of any Subsidiary of eFunds shall be pledged to support the Secured Obligations and (ii) so long as the FNIS Notes remain outstanding, no Equity Interests of any Subsidiary of the Company shall be pledged to support the Secured Obligations to the extent that grant of a Lien on the same would result in triggering additional financial reporting requirements under Rule 3-16 of Regulation S-X under the 1934 Act upon securing the FNIS Notes (as contemplated by Section 4.04 of the indenture governing the FNIS Notes, as in effect on the Amendment No. 1 Effective Date); provided that, within 30 days, or such longer period as the Administrative Agent may agree in its reasonable discretion, after all such bonds or notes cease to be outstanding or any such Person ceases to be so classified and restricted, the Borrowers shall cause each such Person that is a Guarantor to comply with Section 6.12(b).

(d) Within 45 days after the reasonable request therefor by the Administrative Agent, or such longer period as the Administrative Agent may agree in its reasonable discretion, the Borrowers shall, at the Borrowers' expense, deliver to the Administrative Agent a signed copy of an opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties reasonably acceptable to the Administrative Agent as to such matters set forth in Section 6.12(b) in respect of foreign Equity Interests as the Administrative Agent may reasonably request.

(e) Notwithstanding anything to the contrary in this Agreement, to the extent that the Company shall determine at any time that certain Restricted Subsidiaries that are not required to be Subsidiary Guarantors pursuant to the provisions of Section 6.12(a) above are parties to a Subsidiary Guaranty and/or a Pledge Agreement, the Company shall be entitled to give notice to that effect to the Administrative Agent whereupon such Restricted Subsidiaries shall no longer be deemed to be Subsidiary Guarantors and the Administrative Agent shall promptly release each such Restricted Subsidiary from its Subsidiary Guaranty and any applicable Pledge Agreement (and release any liens granted on any Collateral of such Restricted Subsidiary).

(d) *Further Assurances.* Section 6.13 of the Credit Agreement is hereby amended to read in full as follows:

"Section 6.13. *Further Assurances*. Promptly upon reasonable request by the Administrative Agent, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Loan Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent may reasonably require from time to time in order to carry out more effectively the purposes of the Loan Documents."

(e) *Designation of Subsidiaries*. Section 6.14 of the Credit Agreement is hereby amended (i) to replace the words "a Joint Venture in existence on the Closing Date that thereafter becomes a Subsidiary (an **"Excluded Unrestricted Subsidiary"**)" contained in the third through fifth lines thereof, with the words "(x) a Joint Venture in existence on the Amendment No. 1 Effective Date that thereafter becomes a Subsidiary or (y) a Securitization Vehicle (each, an **"Excluded Unrestricted Subsidiary"**)" and (ii) to replace the words "designation of any Subsidiary as an Unrestricted Subsidiary" contained in the second sentence thereof with the words "designation of any Subsidiary (other than a Securitization Vehicle) as an Unrestricted Subsidiary".

Section 8. *Amendment to Negative Covenants*.

(a) *Liens*.

(i) Section 7.01(b) of the Credit Agreement is hereby amended to replace the words "Liens existing on the Closing Date" contained in the first line thereof with the words "Liens existing on the Amendment No. 1 Effective Date".

(ii) Section 7.01 of the Credit Agreement is hereby amended to add a new sentence at the end of such section that reads in full as follows:

"Without limitation of the foregoing, in no event shall the Company or any of its Restricted Subsidiaries create, incur, assume or suffer to exist any Lien upon any of the Equity Interests in eFunds or any of its Subsidiaries (other than under the Loan Documents) so long as the eFunds Bonds are outstanding."

(b) *Investments*.

Section 7.02(n) of the Credit Agreement is hereby amended (x) to insert after the words "the book value of the assets of an Unrestricted Subsidiary" contained in the second and third lines thereof and after the words "the book value of all Unrestricted Subsidiaries" contained in the seventh and eighth lines thereof, the words "other than any Securitization Vehicle"; and (y) to insert after the words "not to exceed" contained in the

ninth and tenth lines thereof, the phrase “for all Unrestricted Subsidiaries (other than Securitization Vehicles)”.

(c) *Indebtedness.*

The proviso at the end of Section 7.03 of the Credit Agreement is hereby amended to read in its entirety as follows: “provided that at the time of incurrence or assumption of any Specified Debt described below, after giving effect to such Specified Debt, the aggregate principal amount of all Specified Debt shall not exceed the greater of \$500,000,000 and 15% of Consolidated Shareholders’ Equity. For purposes hereof, “**Specified Debt**” means, without duplication, (A) any Indebtedness of a Loan Party that is secured by Liens permitted to exist in reliance on any of clauses (n), (p) or (w) of Section 7.01 and (B) (1) any Indebtedness of a Restricted Subsidiary that is not a Loan Party that is permitted to exist in reliance on any of clauses (g), (h), (w)(i) (but only if the Liens securing such Indebtedness are permitted to exist in reliance on any of clauses (n), (p) or (w) of Section 7.01) or (x) of this Section 7.03 (the “**Excluded Debt**”) and (2) any Guarantee of Excluded Debt permitted by this Section 7.03.”

(d) *Dispositions.* Section 7.05(f) of the Credit Agreement is hereby amended by replacing the words “shall not exceed \$50,00,000” contained in the second and third lines thereof with the words “shall not exceed \$100,000,000”.

(e) *Burdensome Agreements.* Section 7.09 of the Credit Agreement is hereby amended by replacing the words “exist on the date hereof” contained in clause (i)(x) to the proviso thereto with the words “exist on the Amendment No. 1 Effective Date”.

(f) *Financial Covenants.* The table set forth in Section 7.10(a) is hereby amended to read in full as follows:

<u>Period Ending Date</u>	<u>Leverage Ratio</u>
December 31, 2006 through December 31, 2008	4.0:1.0
March 31, 2009 through December 31, 2009	3.5:1.0
March 31, 2010 and thereafter	3.25:1.0

*Section 9. Amendments to Events of Default and Remedies.*

(a) *Events of Default.* Section 8.01 of the Credit Agreement is hereby amended by replacing the period at the end of clause (j) thereof with “; or” and adding a new clause (k) thereof that reads in full as follows:

”(k) *Collateral Documents*. Any Collateral Document after delivery thereof pursuant to Section 15(a) of Amendment No. 1 or Section 6.12 hereof shall for any reason (other than pursuant to the terms thereof including as a result of a transaction permitted under Section 7.05) cease to create a valid and perfected first priority Lien on and security interest in any material portion of the Collateral, subject to Liens permitted under Section 7.01, or any Loan Party shall assert in writing such invalidity or lack of perfection or priority (other than in an informational notice delivered to the Administrative Agent), except to the extent that any such loss of perfection or priority results from the failure of the Administrative Agent to maintain possession of certificates or other possessory collateral actually delivered to it representing securities or other collateral pledged under the Collateral Documents or to file Uniform Commercial Code financing statements, continuation statements or equivalent filings.”

*Section 10. Amendments to Agent Provisions.*

(a) *Appointment and Authorization of Agents*. Section 9.01 of the Credit Agreement is hereby amended by adding a new clause (c) thereto that reads in full as follows:

”(c) The Administrative Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders (in its capacities as a Lender, Swing Line Lender (if applicable), L/C Issuer (if applicable) and a potential Hedge Bank) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest created by the Collateral Documents for and on behalf of or on trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as “collateral agent” (and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article 9 (including Section 9.07, as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto.”

(b) *Delegation of Duties*. Section 9.02 of the Credit Agreement is hereby amended by inserting the following parenthetical clause after the words “duties under this Agreement or any other Loan Document” contained therein: “(including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder)”.

(c) *Liability of Agents*. Section 9.03 of the Credit Agreement is hereby amended by inserting the following clause after the words “or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document,” contained in 9<sup>th</sup> through 11<sup>th</sup> lines thereof: “or the perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents.”

(d) *Successor Agents*. The 6<sup>th</sup> and 7<sup>th</sup> sentences of Section 9.09 of the Credit Agreement is hereby amended to read in full as follows:

“If no successor agent has accepted appointment as the Administrative Agent by the date which is 30 days following the retiring Administrative Agent’s notice of resignation, the retiring Administrative Agent’s resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above; provided that in the case of any Collateral held by the Administrative Agent on behalf of the Lenders or an L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such Collateral until such time as a successor Administrative Agent is appointed. Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may request, in order to continue the perfection of the Liens granted or purported to be granted by the Collateral Documents, the Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents.”

(e) *Collateral and Guaranty Matters*. Section 9.11 of the Credit Agreement is amended to read in full as follows:

“Section 9.11. *Collateral and Guaranty Matters*. The Lenders irrevocably authorize the Administrative Agent:

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Secured Obligations (other than (A) Secured Hedging Obligations, (B) Cash Management Obligations, (C) FNIS Notes Obligations and (D) contingent indemnification obligations not yet accrued and payable) and the expiration or termination of all Letters of Credit (or provision therefor in full in a manner reasonably satisfactory to each L/C Issuer), (ii) that is sold or to be sold as part of or in connection with any sale permitted

hereunder or under any other Loan Document to any Person other than a Loan Party, (iii) subject to Section 11.01, if approved, authorized or ratified in writing by the Required Lenders, or (iv) owned by a Guarantor upon release of such Guarantor from its obligations under its Guaranty pursuant to clause (b) below; and

(b) to release any Guarantor from its obligations under any Loan Document to which it is a party if such Person ceases to be a Restricted Subsidiary as a result of a transaction or designation permitted hereunder; *provided* that no such release shall occur if such Guarantor continues to be a guarantor in respect of any Permitted Subordinated Indebtedness unless and until such Guarantor is (or is being simultaneously) released from its guarantee with respect to such Permitted Subordinated Indebtedness.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority *to release its interest in particular types or items of property, or to release any Guarantor from its obligations under the Loan Documents pursuant to this Section 9.11. In each case as specified in this Section 9.11, the Administrative Agent will, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to release such Guarantor from its obligations under the Loan Documents, in each case in accordance with the terms of the Loan Documents and this Section 9.11.*"

(f) *Appointment of Supplemental Administrative Agents.* Section 9.13 of the Credit Agreement is hereby amended by renumbering subsection (b) thereof as subsection (c) and inserting a new subsection (b) that reads in full as follows:

"(b) In the event that the Administrative Agent appoints a Supplemental Administrative Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Administrative Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Administrative Agent, and (ii) the provisions of this Article

9 and of Section 9.07 (obligating the Borrowers to pay the Administrative Agent's expenses and to indemnify the Administrative Agent) that refer to the Administrative Agent shall inure to the benefit of such Supplemental Administrative Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Administrative Agent, as the context may require."

*Section 11. Amendments to Guaranty.*

(a) *Guaranty.* The first sentence of Section 10.01 of the Credit Agreement is hereby amended to read in its entirety as follows:

"Each Borrower (other than a Designated Borrower that is a Foreign Subsidiary) hereby guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all of its Guaranteed Obligations (each Borrower in its capacity as guarantor under this Article 10, a "**Guarantor Party**")."

(b) *Guaranty Absolute.* Section 10.03 of the Credit Agreement is hereby amended (i) to renumber clauses (d), (e), (f) and (g) thereof as clauses (e), (f), (g) and (h), respectively, (ii) to replace clause (c) thereof with the following clause (c) and (iii) to insert a new clause (d) that reads in full as follows:

"(c) *any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of its Guaranteed Obligations;*

*(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of its Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of its Guaranteed Obligations or any other Secured Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;*"

(c) *Waiver and Acknowledgments.*

(i) Section 10.04(a) of the Credit Agreement is hereby amended to replace the clause "any requirement that any Lender Party exhaust any right or take any action against any Loan Party or any other Person" contained at the end thereof with the following clause: "any requirement that *any Secured Party protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral*".

(ii) Section 10.04(c) of the Credit Agreement is hereby amended to insert after the words “to proceed against any of the other Loan Parties, any other guarantor or any other Person” contained in the fifth and sixth lines therein the words “or any Collateral”.

(d) *Subrogation.* Section 10.05 of the Credit Agreement is hereby amended by (i) adding after the words “against any other Loan Party or any other insider guarantor” contained in the 8<sup>th</sup> line of the first sentence thereof the words “or any Collateral” and (ii) adding the following clause at the end of the second sentence thereof: “, or to be held as Collateral for any of such Guarantor Party’s Guaranteed Obligations or other amounts payable by it under this Article 10 thereafter arising”.

*Section 12. Amendments to Miscellaneous Provisions.*

(a) Amendments, Etc.

(i) Clause (ii)(B) to the first proviso to Section 11.01(a) of the Credit Agreement is hereby amended to read in full as follows:

“(B) release all or substantially all of the Collateral in any transaction or series of related transactions, or release all or substantially all of the value of the Guaranty”.

(ii) The second proviso to Section 11.01(a) of the Credit Agreement is hereby amended by (i) deleting the word “and” at the end of clause (4) thereto, (ii) renumbering clause (5) thereto as clause (6) and inserting after the words “the Fee Letters” contained in such clause (6) the words “and the eFunds Fee Letter” and (iii) inserting a new clause (5) that reads in full as follows:

“(5) no amendment, waiver or consent shall alter the allocation of payments set forth in Section 2.06(b)(iv) between the Classes of Term Loans without the consent of Lenders having more than 50% of the outstanding principal amount of each Class of Term Loans affected thereby, voting as separate classes; and”.

(iii) Section 11.01(e) of the Credit Agreement is hereby amended to insert the words “of any Class” after the words “to permit the refinancing of all outstanding Term Loans” contained in the third and fourth lines thereof.

(iv) Section 11.01(f) of the Credit Agreement is hereby amended (i) to replace the words “by one or more Lenders (the “Consenting Lenders”)” contained in the fourth line thereof with the words “by the Required Lenders” and (ii) to replace all other references to

“Consenting Lenders” contained therein with the words “Required Lenders”.

(v) Section 11.04 of the Credit Agreement is hereby amended to insert the following sentence after the end of the first sentence thereof:

“The foregoing costs and expenses shall include all search and filing charges relevant to the Collateral and fees and taxes related thereto, and the related reasonable out-of-pocket expenses incurred by any Agent.”

(vi) Section 11.07(d)(i) of the Credit Agreement is hereby amended to replace the dollar amount “\$10,000,000” contained therein with the dollar amount “\$1,000,000”.

(vii) Section 11.07(f) of the Credit Agreement is hereby amended to insert after the words “any amendment, waiver or other modification described in Section 11.01(a)(i)” contained in 13<sup>th</sup> and 14<sup>th</sup> lines thereof the words “or Section 11.01(a)(ii)”.

Section 13. *Amendment of Subsidiary Guaranty.* The parties hereto agree that the Subsidiary Guaranty dated as of January 18, 2007 shall be amended to reflect the terms set forth in the form of Subsidiary Guaranty attached hereto as Exhibit G (such amendment being referred to herein as the “**Subsidiary Guaranty Amendment**”).

Section 14. *Representations and Warranties.* The Company, as a Borrower under the Credit Agreement, hereby represents and warrants to the Agents and the Lenders as follows:

(a) *Authorization; No Contravention.* The execution, delivery and performance by the Company of this Amendment are (a) within the Company’s corporate or other powers, (b) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (c) do not and will not (i) contravene the terms of any of the Company’s Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any payment to be made under any (A) documentation governing any Permitted Subordinated Indebtedness, (B) any other Contractual Obligation to which the Company is a party or affecting the Company or the properties of the Company or any of its Subsidiaries or (C) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which the Company or its property is subject; or (iii) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (ii) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(b) *Binding Effect.* This Amendment has been duly executed and delivered by the Company. This Amendment constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

Section 15. *Conditions To Effectiveness of Amendment.* This Amendment shall become effective upon the satisfaction of the following conditions (the "**Amendment No. 1 Effective Date**"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals, or electronic copies or facsimiles followed promptly by originals (unless otherwise specified), each properly executed by a Responsible Officer of the applicable Loan Party, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Amendment from the Company and the Required Lenders;

(ii) a guaranty substantially in the form of Exhibit G (either directly or via a guaranty supplement) or such other form of guaranty or guaranty supplement to guarantee the Guaranteed Obligations in form and substance reasonably satisfactory to the Administrative Agent and the Company, duly executed by eFunds, it being agreed that for so long as the eFunds Bonds are outstanding, eFunds shall guarantee such obligations only up to an amount that is permitted by the indenture governing the eFunds Bonds;

(iii) executed counterparts of the Subsidiary Guaranty Amendment and the Company Supplemental Agreement (together with all schedules contemplated thereby, which schedules shall be reasonably satisfactory to the Administrative Agent);

(iv) the Pledge Agreement, duly executed by each Loan Party together with:

(A) certificates representing any certificated Pledged Equity referred to therein accompanied by undated stock powers executed in blank,

(B) a completed Perfection Certificate in the form attached hereto as Annex B dated the Amendment No. 1 Effective Date and executed by a Responsible Officer of each Loan Party (or such other form as may be reasonably acceptable to the Administrative Agent); and

(C) evidence reasonably satisfactory to the Administrative Agent that the Liens (if any) indicated on a lien search with respect to each Loan Party in the jurisdiction where such Loan Party is located (within the meaning of Section 9-307 of the Uniform Commercial Code as in effect in the State of New York) either (1) with respect to the Company and its subsidiaries existing prior to the time of the eFunds Merger, are permitted by Section 7.01 or (2) with respect to eFunds and its subsidiaries existing at the time of the eFunds Merger, are disclosed on the schedules to the eFunds Merger Agreement or are otherwise permitted to exist by the eFunds Merger Agreement without giving the Company the right to refuse to close on the eFunds Merger as a result of the existence of such Liens;

(v) evidence (in form reasonably satisfactory to the Administrative Agent) of the identity, authority and capacity of each Responsible Officer of each Loan Party executing this Amendment, the Subsidiary Guaranty Amendment or Subsidiary Guaranty, the Company Supplemental Agreement or any Collateral Document on the Amendment No. 1 Effective Date;

(vi) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, validly existing, in good standing and qualified to engage in business in its jurisdiction of organization;

(vii) opinions of counsel to the Company addressed to each Agent and each Lender providing legal opinions substantially similar to those set forth on Annex C hereto (with standard exceptions and qualifications reasonably acceptable to the Administrative Agent);

(viii) a certificate signed by a Responsible Officer of the Company certifying as to the satisfaction of the conditions set forth in Section 15(f) and (g) of this Amendment;

(ix) a certificate attesting to the Solvency of the Company and the Restricted Subsidiaries (taken as a whole) after giving effect to the eFunds Transactions, this Amendment and each of the other transactions contemplated to occur on the Amendment No. 1 Effective Date from the chief financial officer, treasurer or assistant treasurer of the Company; and

(x) copies (certified to be true and complete by the Company) of any amendments to the eFunds Merger Agreement and the disclosure schedules thereto.

(b) All fees and expenses required to be paid on or before the Amendment No. 1 Effective Date shall have been paid in full in cash.

(c) The eFunds Merger Agreement and any material agreement relating thereto shall not have been altered, amended or otherwise changed or supplemented in a manner material and adverse to the Lenders or any condition therein waived in a manner material and adverse to the Lenders, in each case without the consent of the Arrangers (which shall not be unreasonably withheld or delayed). The eFunds Merger shall have been consummated, or substantially concurrently consummated, in accordance with the terms of the eFunds Merger Agreement.

(d) There shall not have occurred between December 31, 2006 and the Amendment No. 1 Effective Date any event, occurrence, change, state of circumstances or condition which, individually or in the aggregate has had or is reasonably likely to have a "Material Adverse Effect" (as defined in the eFunds Merger Agreement and set forth for ease of reference in the annex attached hereto as Annex A).

(e) The Lenders shall have received (i) audited consolidated financial statements of eFunds for the fiscal year ended December 31, 2006 and (ii) such financial information for periods ending after December 31, 2006 as shall be publicly available prior to the Amendment No. 1 Effective Date (or as may be otherwise delivered to the Company pursuant to the eFunds Merger Agreement). The Lenders shall have received pro forma consolidated financial statements as to the Company and its Subsidiaries, and forecasts of balance sheets, income statements and cash flow statements on a quarterly basis for the first year following the Amendment No. 1 Effective Date and on an annual basis for each year thereafter until the Maturity Date.

(f) The representations and warranties of the Company contained in Section 14 of this Amendment and the representations and warranties of the Company and each other Borrower contained in Article 5 of the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; provided that the only representations involving eFunds and its Subsidiaries, the making of which shall be a condition to the effectiveness of this Amendment, shall be (A) the representations and warranties made by or with respect to eFunds or its Subsidiaries in the eFunds Merger Agreement as are material to the interests of Lenders, but only to the extent that the Company has the right to terminate its obligations under the eFunds Merger Agreement as a result of a breach of such representations and warranties in the eFunds Merger Agreement and (B) the representations and warranties set forth in Sections 5.02 (other than clause (c)(ii) thereof), 5.04, 5.12 and 5.15 of the Credit Agreement (as amended by this Amendment).

(g) Subject to clause (f) above, no Default shall exist with respect to the Company and its Subsidiaries at the time of, or after giving effect to, the eFunds Transactions and this Amendment.

Section 16. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[The remainder of this page is intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ JENNIFER F. ALVARADO  
Name: Jennifer F. Alvarado  
Title: Vice President and Assistant Treasurer

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent and Lender

By: /s/ ROBERT ANASTASIO  
Name: Robert Anastasio  
Title: Vice President

Name of Lender:

By: \_\_\_\_\_  
Name:  
Title:

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ANNEX A

**Definition of “Material Adverse Effect” in eFunds Merger Agreement**

**“Material Adverse Effect”** means any material adverse change in or effect on the business, financial condition, assets, liabilities or results of operations of the eFunds and its Subsidiaries taken as a whole, other than any change or effect arising out of or resulting from (a) a decrease in the market price of shares of eFunds Common Stock (provided that any underlying cause of such decline may be considered in determining whether there may be a Material Adverse Effect), (b) general political, economic or business conditions globally or in the United States or any country or region in which eFunds does business or any changes therein, (c) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, (d) changes in general legal, tax or regulatory conditions in the United States or any other countries or regions in which eFunds does business, (e) changes in U.S. GAAP or authoritative interpretations thereof, and changes in applicable law and related rules or regulations, (f) acts of war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, sabotage or terrorism or other international or national calamity or any material worsening of such conditions threatened or existing as of the date of this Agreement, (g) any change or effect generally affecting the industries or business segments in which eFunds operates, (h) any hurricane, earthquake, flood, or other natural disasters or acts of God, (i) the announcement of the eFunds Merger Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, vendors, lenders, investors, joint venture partners or employees (but not any litigation resulting from such announcement), (j) any action by the Company or any of its Affiliates prior to the date of the eFunds Merger Agreement or (k) any action or omission by eFunds at the request or direction of the Company, provided that any change or effect arising out of or resulting from the matters described in items (b) through (h) of this definition shall not be excluded to the extent that such change or effect disproportionately affects eFunds as compared to the majority of persons engaged in the industries in which eFunds operates.

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**ANNEX B**  
**PERFECTION CERTIFICATE**

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended by Amendment No. 1, dated July 30, 2007 and effective as of the Amendment Effective Date (“Amendment No. 1”), and as otherwise amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Fidelity National Information Services, Inc. (the “Company”), certain Subsidiaries of the Company party thereto (each, a “Designated Borrower” and, together with the Company, the “Borrowers” and, each, a “Borrower”), each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), JPMorgan Chase Bank, N.A., as Administrative Agent (the “Administrative Agent”), Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

Each of the undersigned (each a “Grantor”), hereby certifies the following (with respect to itself) to the Administrative Agent and each other Secured Party as follows:

1. Set forth in columns 1, 2, 3 and 4, respectively, of Schedule 1 hereto is the current exact legal name of each Grantor, as well as its type of legal entity (and any change in such type since August 1, 2002), its jurisdiction of organization (and any change in such jurisdiction since August 1, 2006), and, if applicable, any organizational identification number issued to such Grantor by such jurisdiction.
  2. Set forth in column 5 of Schedule 1 hereto is each other legal name that has been used by each Grantor since August 1, 2002 (excluding the names of any legal entities that have been merged or consolidated into Grantor).
  3. Set forth in column 6 of Schedule 1 hereto, is the legal name of each other entity that has been merged or consolidated into the Grantor since: (i) August 1, 2002, if the entity merged or consolidated into the Grantor was organized under the laws of the same jurisdiction as the Grantor; and (ii) August 1, 2006, if the entity merged or consolidated into the Grantor was organized under the laws of a jurisdiction different than that of the Grantor (and in which case such different jurisdiction is also listed).
  4. Set forth in column 7 of Schedule 1 hereto, is the legal name of each entity (and its jurisdiction of organization) in regard to which all, or substantially all, of its assets were acquired by the Grantor (other than through a merger or consolidation) since August 1, 2002.
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IN WITNESS WHEREOF, the undersigned have duly executed this certificate as of \_\_\_\_\_, 2007.

[Signature blocks for all Grantors to be added]

**ANNEX B**  
**SCHEDULE 1**

(1)  
Grantor Name

(2)  
Entity Type<sup>1</sup>

(3)  
Jurisdiction of Organization

(4)  
Organizational ID Number

(5)  
Prior Names

(6)  
Mergers and Consolidations

(7)  
Asset Acquisitions

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<sup>1</sup> Entity Types: corporation (C); limited liability company (LLC); general partnership (GP); and limited partnership (LLP).

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ANNEX C

1. Each of the Loan Parties is a [corporation, limited liability company or limited partnership (as applicable)] validly existing under the laws of the \_\_\_\_\_. The opinion in the immediately preceding sentence is based solely upon review of copies of certificates issued by the \_\_\_\_\_ of the State of \_\_\_\_\_ for each of the Loan Parties, and is limited to the meaning ascribed to such certificates by the State of \_\_\_\_\_ and to the status of each of the Loan Parties on the date of the certificate relating to it.
  2. Each of the Loan Parties has the [corporate, limited liability company or limited partnership (as applicable)] power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder.
  3. Each of the Loan Parties has duly authorized the execution and delivery of the Loan Documents to which it is a party and the performance of its obligations thereunder.
  4. The execution and delivery by each of the Loan Parties of each Loan Document to which it is a party does not, and if each of the Loan Parties were now to perform its obligations thereunder such performance would not, result in any violation of the Organizational Documents of the Loan Parties or the [applicable organizational statute].
  5. The Loan Parties have executed and delivered the Loan Documents to which they are parties.
  6. Each of the Loan Documents to which a Loan Party is a party constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms.
  7. The execution and delivery by each Loan Party of the Loan Documents to which it is a party and the performance by such Loan Party of its obligations thereunder (if such Loan Party were to perform its obligations on the date hereof) do not: (i) constitute a default under or violate any of the terms, conditions or provisions of any document, agreement or other instrument identified on Schedule A hereto; (ii) violate any applicable [State] or federal law or regulation which, in our experience, is typically applicable to [corporations, limited liability companies, or limited partnerships (as applicable)] in relation to transactions of the type contemplated by the Loan Documents; (iii) violate any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on any Loan Party named therein of which we have knowledge; or (iv) result in or require the creation or imposition of any Lien on any asset of any Loan Party under any of the documents, agreements and other instruments identified on Schedule A hereto.
  8. No consent, approval, waiver, license or authorization or other action by or filing with any [State] or federal governmental authority is required in connection with the execution and delivery by any Loan Party of the Loan Documents to which it is a party or the
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performance by any Loan Party of its obligations thereunder on the date hereof, except for those already obtained and in full force and effect.

9. No Loan Party is an "investment company" and none of the Loan Parties is a company controlled by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
  10. The making of the Credit Extensions under the Credit Agreement, and the use of proceeds thereof, do not violate Regulations T, U or X of the Board of Governors of the Federal Reserve System.
  11. The Pledge Agreement is effective to create, in favor of the Collateral Agent for the benefit of the Secured Parties, as security for the Secured Obligations, a valid security interest (the "Article 9 Security Interest") in the right, title and interest of each Loan Party executing such Pledge Agreement as a "grantor" in that portion of the Collateral (as defined in the Pledge Agreement) described therein in which a security interest may be created pursuant to Article 9 of the Uniform Commercial Code (the "Article 9 Collateral") as in effect in the [State] on the date hereof (the "UCC").
  12. To the extent that the filing of a Uniform Commercial Code financing statement in the [State] is effective under the UCC to perfect a security interest in the Article 9 Collateral, the Article 9 Security Interest in the Article 9 Collateral will be perfected upon the filing of Uniform Commercial Code financing statements in the forms attached hereto as Exhibit A (the "Financing Statements") in the filing office located in the [State] that is indicated thereon.
  13. Assuming that the certificates evidencing the "Pledged Equity" specifically listed on Schedule II to the Pledge Agreement (in either bearer form or registered form), in each case indorsed by an appropriate person in blank or accompanied by instruments of transfer or assignment in blank duly executed by an appropriate person, have been delivered on or prior to the date hereof to the Collateral Agent, and have been continuously held by the Collateral Agent since such delivery, in each case in the [State], then, on the date hereof: (i) such security interest is perfected; (ii) the Collateral Agent has, for the benefit of the Secured Parties, control (within the meaning of Section 8-106 of the UCC) of such Pledged Equity; and (iii) assuming the absence of notice of any adverse claim (as defined in Sections 8-102(a)(1) and 8-105 of the UCC) thereto on the part of any Secured Party, the Collateral Agent will be a protected purchaser (within the meaning of Section 8-303(a) of the UCC) of such security interest in such Pledged Equity.
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## FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: \_\_\_\_\_, \_\_\_\_\_

To: JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "**Agreement**"; the terms defined therein being used herein as therein defined), among Fidelity National Information Services, Inc., a Georgia corporation (the "**Company**"), the Designated Borrowers from time to time party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

The undersigned, a Responsible Officer of the Company, hereby certifies as of the date hereof that he/she is the \_\_\_\_\_ of the Company, and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of the Company and its Restricted Subsidiaries, and hereby certifies on behalf of the Company that:

*[Use following paragraph 1 for fiscal year-end financial statements]*

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.01(a) of the Agreement for the fiscal year of the Company and its Subsidiaries ended as of the above date, together with the report and opinion of the independent certified public accountant required by such Section.

*[Use following paragraph 1 for fiscal quarter financial statements]*

1. Attached hereto as Schedule 1 are the unaudited financial statements required by Section 6.01(b) of the Agreement for the fiscal quarter of the Company ended as of the above date. Such financial statements fairly present in all material respects the financial condition, results of operations, shareholders' equity and cash flows of the Company and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. To the knowledge of the undersigned Responsible Officer, the Company has caused to be made, a review of the activities of the Company and its Restricted Subsidiaries in regard to the matters relevant to this Compliance

Certificate during such fiscal period and has required that the results thereof be reported to the undersigned Responsible Officer.

*[select one:]*

[To the knowledge of the undersigned Responsible Officer after taking into account the review reports described above, no Default has occurred during such fiscal period and is continuing on the Financial Statement Date.]

–or–

[To the knowledge of the undersigned Responsible Officer after taking into account the review reports described above, the following is a list of each Default (and its nature and status) that has occurred during such fiscal period and is continuing on the Financial Statement Date:]

3. The financial covenant analyses and information set forth on Schedule 2 attached hereto are delivered in compliance with Section 6.02(b).

4. Attached hereto as Schedule 3 is a description of all events, conditions or circumstances during the fiscal quarter ended as of the above date requiring a mandatory prepayment under Section 2.06(b) of the Agreement (excluding any event regarding which the Company has notified the Administrative Agent that the Company intends to reinvest the Net Cash Proceeds thereof, provided that either such reinvestment has been made or the time permitted for such reinvestment has not expired during such period), in each case as required by Section 6.02(f) of the Agreement.

5. The aggregate principal amount of the Swing Line Loans and Revolving Credit Loans that were drawn for the purpose of credit card settlements and outstanding on the Financial Statement Date is \$\_\_\_\_\_, of which \$\_\_\_\_\_ (the “**Repaid Amount**”) was repaid within three Business Days after the Financial Statement Date, and the Total Indebtedness set forth in Schedule 2 has been reduced by the Repaid Amount.

*[Include the following paragraph 6 if proceeds of Dispositions of assets pursuant to Section 7.05(l)(ii), Section 7.05(q) or Section 7.05(s) of the Agreement or proceeds of Casualty Events were deducted from Excess Cash Flow during the relevant period]*

6. The following sum was deducted from Excess Cash Flow for the fiscal year ending on the Financial Statement Date pursuant to clause (vi) of the definition of “Excess Cash Flow”:  
\$\_\_\_\_\_.

*IN WITNESS WHEREOF*, the undersigned Responsible Officer has executed this Certificate on behalf of the Company as of \_\_\_\_\_.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: \_\_\_\_\_

Name:

Title:

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SCHEDULE 1  
to the Compliance Certificate

[Audited or unaudited financial statements required by Section 6.01(a) or (b) of the Agreement]

SCHEDULE 2  
to the Compliance Certificate  
(\$ in 000's)

For the Quarter/Year ended \_\_\_\_\_ (“**Financial Statement Date**”)

“**Subject Period**” means the four consecutive fiscal quarters ending on the Financial Statement Date.

All Section references refer to the Agreement.

**I. Section 7.11(a)—Leverage Ratio<sup>1</sup>**

A. Consolidated EBITDA of the Consolidated Companies

1. Consolidated Net Income:

\$ \_\_\_\_\_  
\_\_\_\_\_

2. The sum of the amount which, in the determination of Consolidated Net Income for such period, was deducted for, without duplication:

(i) total interest expense:

\$ \_\_\_\_\_

(ii) income, franchise and similar taxes:

\$ \_\_\_\_\_

(iii) depreciation and amortization expense (including amortization of intangibles, goodwill and organization costs):

\$ \_\_\_\_\_

(iv) letter of credit fees:

\$ \_\_\_\_\_

(v) non-cash expenses resulting from any employee benefit or management compensation plan or the grant of stock and stock options to employees of the Company or any of its Subsidiaries pursuant to a written plan or agreement or the treatment of such options under variable plan accounting:

\$ \_\_\_\_\_

(vi) extraordinary charges:

\$ \_\_\_\_\_

(vii) non-cash amortization (or write offs) of financing costs (including debt discount, debt issuance costs and commissions and other fees associated with Indebtedness, including the Loans):

\$ \_\_\_\_\_

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<sup>1</sup> Calculated as of the end of any fiscal quarter of the Company for the Subject Period.

(viii) cash expenses incurred in connection with the Certegy Merger, Reorganization, the eFunds Transactions, or, to the extent permitted under the Agreement, any Investment permitted under Section 7.02 (including any Permitted Acquisition), Equity Issuance or Debt Issuance (in each case, whether or not consummated):	\$ _____
(ix) losses realized upon the Disposition of property or assets outside of the ordinary course of business:	\$ _____
(x) to the extent actually reimbursed, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with a Permitted Acquisition:	\$ _____
(xi) to the extent covered by insurance, expenses with respect to liability or casualty events or business interruption:	\$ _____
(xii) management fees permitted under Section 7.08(d):	\$ _____
(xiii) non-cash purchase accounting adjustment and any non-cash write-up, write-down or write-off with respect to re-valuing assets and liabilities in connection with the Certegy Merger, the Reorganization, the eFunds Merger or any Investment permitted under Section 7.02 (including any Permitted Acquisition):	\$ _____
(xiv) non-cash losses from Joint Ventures and non-cash minority interest reductions:	\$ _____
(xv) fees and expenses in connection with exchanges or refinancings permitted by Section 7.11:	\$ _____
(xvi) (A) non-cash, non-recurring charges with respect to employee severance, (B) other non-cash, non-recurring charges so long as such charges described in this clause (B) do not result in a cash charge in a future period (except as permitted in clause (xvi)(C)) and (C) non-recurring charges other than those referred to in clauses (A) and (B) so long as such charges described in this clause (C) do not exceed \$30,000,000 during any fiscal year:	\$ _____
(xvii) other expenses or charges reducing Consolidated Net Income which do not represent a cash item in such period or any future period:	\$ _____
Total	\$ _____

3. The sum of the amount which, in the determination of Consolidated Net Income, has been included for:

(i)	non-cash gains (other than with respect to cash actually received) and extraordinary gains:	\$ _____
(ii)	gains realized upon the Disposition of property outside of the ordinary course of business:	\$ _____
	Total	\$ _____

4. Unrealized losses/gains in respect of Swap Contracts:		\$ _____
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5. Consolidated EBITDA (Line I.A.1 + Total for I.A.2 - Total for I.A.3 (+/-) Line I.A.4)		\$ _____
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**B. Total Indebtedness at the Financial Statement Date**

1. The aggregate Outstanding Amount of all Loans, the aggregate undrawn amount of all outstanding trade Letters of Credit and all Unreimbursed Amounts: <sup>2</sup>		\$ _____
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2. The sum of the following other Indebtedness of the Consolidated Companies, in each case other than Specified Non-Recourse Indebtedness: <sup>3</sup>		
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(i)	all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments or agreements:	\$ _____
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(ii)	the maximum available amount of all letters of credit (including standby and commercial) and bankers' acceptances, in each case solely to the extent drawn and unreimbursed:	\$ _____
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<sup>2</sup> The amount to be reported on Item 1 shall be reduced by the Repaid Amount referred in paragraph 5 of the Compliance Certificate (i.e. the amount of any outstanding Swing Line Loans and Revolving Credit Loans drawn for the purpose of credit card settlements that were repaid within three Business Days after the Financial Statement Date).

<sup>3</sup> Item 2 shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person.

(iii) all obligations to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business, (ii) any earn-out obligation until such obligation appears in the liabilities section of the balance sheet, and (iii) any earn-out obligation that appears in the liabilities section of the balance sheet, to the extent (A) indemnified for the payment thereof by a solvent Person reasonably acceptable to the Administrative Agent or (B) amounts to be applied to the payment therefore are in escrow):	\$ _____
(iv) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse (the amount for purposes of this Item (iv) shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith):	\$ _____
(v) all Attributable Indebtedness:	\$ _____
(vi) all indebtedness or similar financing obligations under any Securitization Financing:	\$ _____
(vii) all Guarantees of the Consolidated Companies of any of items (i) through (vi):	\$ _____
Subtotal:	\$ _____
3. Total Indebtedness (Item 1 + Subtotal for Item 2): <sup>4</sup>	\$ _____

**Leverage Ratio** (Line I.B.3 ÷ Line I.A.5) \_\_\_\_\_: 1.00

<sup>4</sup> To be reduced, in the case of any Indebtedness of a Majority-Owned Subsidiary, by an amount directly proportional to the amount by which Consolidated EBITDA determined pursuant to Section I.A. above was reduced (including through the calculation of Consolidated Net Income) by the elimination of a minority interest in such Majority-Owned Subsidiary owned by a Person other than a Consolidated Company.

Maximum permitted:

	Period Ending Date	Leverage Ratio
December 31, 2006 through December 31, 2008		4.0:1.0
March 31, 2009 through December 31, 2009		3.5:1.0
March 31, 2010 and thereafter		3.25:1.0

**II. Section 7.11(b)—Interest Coverage Ratio<sup>5</sup>**

A. Consolidated EBITDA of the Consolidated Companies (Line I.A.5 above):	\$ _____
B. Consolidated Interest Charges of the Consolidated Companies for the Subject Period, which is the amount payable with respect to:	_____
1. total interest expense payable in cash plus pay-in-kind interest in respect of all obligations (in each case other than Specified Non-Recourse Indebtedness) for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or similar instruments or agreements (including the interest component under Capitalized Leases, but excluding, to the extent included in interest expense, (i) fees and expenses associated with the consummation of the Transaction, (ii) annual agency fees paid to the Administrative Agent, (iii) costs associated with obtaining Swap Contracts, (iv) fees and expenses associated with any Investment permitted under Section 7.02, Equity Issuance or Debt Issuance (whether or not consummated) and (v) amortization of deferred financing costs):	\$ _____
2. interest income with respect to Cash on Hand:	\$ _____
Consolidated Interest Charges Total (Line II.B.1 - Line II.B.2)	_____
<b>Interest Coverage Ratio</b> (Line II.A.5 ÷ Line II.B)	_____ :1.00

*Minimum required:*

Period Ending Date	Interest Coverage Ratio
December 31, 2006 through December 31, 2008	3.50:1
March 31, 2009 and thereafter	4.00:1

<sup>5</sup> Calculated as of the end of any fiscal quarter of the Company for the four fiscal quarters ending on the Financial Statement Date.

SCHEDULE 3  
to the Compliance Certificate  
(Items required by Section 6.02(f) of the Agreement)

Mandatory Prepayment Events:

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**SUBSIDIARY GUARANTY**

Dated as of [ ], 2007

From

THE SUBSIDIARY GUARANTORS NAMED HEREIN

and

THE ADDITIONAL SUBSIDIARY GUARANTORS REFERRED TO HEREIN

as Subsidiary Guarantors

in favor of

THE GUARANTEED PARTIES REFERRED TO HEREIN

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## SUBSIDIARY GUARANTY

SUBSIDIARY GUARANTY dated as of [ ], 2007 (this “**Guaranty**”) made by the Persons listed on the signature pages hereof under the caption “Subsidiary Guarantors” and the Additional Subsidiary Guarantors (as defined in Section 8) (such Persons so listed and the Additional Subsidiary Guarantors being, collectively, the “**Subsidiary Guarantors**” and, individually, a “**Subsidiary Guarantor**”) in favor of the Guaranteed Parties (as defined in Section 1).

### PRELIMINARY STATEMENT

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) among Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), the Designated Borrowers from time to time party thereto, certain Lenders party thereto, JPMorgan Chase Bank, N.A., as L/C Issuer, Swing Line Lender and Administrative Agent, and Bank of America, N.A., as Swing Line Lender. Each Subsidiary Guarantor may receive, directly or indirectly, a portion of the proceeds of the Loans under the Credit Agreement and will derive substantial direct and indirect benefits from the transactions contemplated by the Loan Documents. It is a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement that each Subsidiary Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and to issue Letters of Credit under the Credit Agreement, each Subsidiary Guarantor, jointly and severally with each other Subsidiary Guarantor, hereby agrees as follows:

SECTION 1. *Guaranty; Limitation of Liability.* (a) Each Subsidiary Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all of its Guaranteed Obligations. Without limiting the generality of the foregoing, the liability of each Subsidiary Guarantor shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Secured Party other than any holder of FNIS Notes Obligations (collectively, the “**Guaranteed Parties**”) under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

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(b) Each Subsidiary Guarantor, and by its acceptance of this Guaranty, the Administrative Agent, on behalf of itself and each other Guaranteed Party, hereby confirms that it is the intention of all such Persons that this Guaranty and the Guaranteed Obligations of each Subsidiary Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the Guaranteed Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Guaranteed Parties and the Subsidiary Guarantors hereby irrevocably agree that the Guaranteed Obligations of each Subsidiary Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of such Subsidiary Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law. For purposes hereof, "**Bankruptcy Law**" means any proceeding of the type referred to in Section 8.01(f) of the Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state law for the relief of debtors.

(c) Subject to Section 4 of this Guaranty, each Subsidiary Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Guaranteed Party under this Guaranty or Article 10 of the Credit Agreement or any other guaranty, such Subsidiary Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Subsidiary Guarantor so as to maximize the aggregate amount paid to the Guaranteed Parties under or in respect of the Loan Documents.

(d) Each Subsidiary Guarantor hereby agrees that any Indebtedness owed by it to another Loan Party shall be subordinated to the Guaranteed Obligations of such Subsidiary Guarantor and that any Indebtedness owed to it by another Loan Party shall be subordinated to the Guaranteed Obligations of such other Loan Party, it being understood that such Subsidiary Guarantor or such other Loan Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Default has occurred and is continuing.

SECTION 2. *Guaranty Absolute.* Each Subsidiary Guarantor guarantees that the Guaranteed Obligations will be paid in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Guaranteed Party with respect thereto. The Guaranteed Obligations of each Subsidiary Guarantor under or in respect of this Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Subsidiary Guarantor to enforce this Guaranty, irrespective of whether any action is brought against any Borrower or

any other Loan Party or whether any Borrower or any other Loan Party is joined in any such action or actions. The liability of each Subsidiary Guarantor under this Guaranty shall be irrevocable, absolute and unconditional, and each Subsidiary Guarantor hereby irrevocably waives any defenses (other than payment in full of the Guaranteed Obligations) it may now have or hereafter acquire in any way relating to, any or all of the following:

- (a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;
- (c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of its Guaranteed Obligations;
- (d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of its Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of its Guaranteed Obligations or any other Secured Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;
- (e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;
- (f) any failure of any Guaranteed Party to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Guaranteed Party (each Subsidiary Guarantor waiving any duty on the part of the Guaranteed Parties to disclose such information);
- (g) the failure of any other Person to execute or deliver this Guaranty, any Guaranty Supplement (as hereinafter defined) or any other guaranty or agreement or the release or reduction of liability of any Subsidiary Guarantor or other guarantor or surety with respect to the Guaranteed Obligations; or
- (h) any other circumstance or any existence of or reliance on any representation by any Guaranteed Party that might otherwise constitute a defense

available to, or a discharge of, any Loan Party or any other guarantor or surety other than satisfaction in full of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Guaranteed Party or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

**SECTION 3. *Waivers and Acknowledgments.* D(a)** Each Subsidiary Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty (other than any demand, presentment or notice required by the Loan Documents) and any requirement that any Guaranteed Party protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

**(b)** Each Subsidiary Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

**(c)** Each Subsidiary Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Guaranteed Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Subsidiary Guarantor or other rights of such Subsidiary Guarantor to proceed against any other Loan Party, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Guaranteed Obligations of such Subsidiary Guarantor hereunder.

**(d)** Each Subsidiary Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Guaranteed Party to disclose to such Subsidiary Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Guaranteed Party.

**(e)** Each Subsidiary Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 2 and this Section 3 are knowingly made in contemplation of such benefits.

SECTION 4. *Subrogation.* Each Subsidiary Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any other Loan Party that arise from the existence, payment, performance or enforcement of such Subsidiary Guarantor's Guaranteed Obligations under or in respect of this Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Guaranteed Party against any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any other Loan Party, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash, all Letters of Credit shall have expired or been terminated or otherwise provided for in full in a manner reasonably satisfactory to the L/C Issuer and the Commitments shall have expired or been terminated. If any amount shall be paid to any Subsidiary Guarantor in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, (b) the final Maturity Date and (c) the latest date of expiration or termination of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the L/C Issuer, such amount shall be received and held in trust for the benefit of the Guaranteed Parties, shall be segregated from other property and funds of such Subsidiary Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any of such Subsidiary Guarantor's Guaranteed Obligations or other amounts payable by it under this Guaranty thereafter arising. If (i) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash, (ii) the final Maturity Date shall have occurred and (iii) all Letters of Credit shall have expired or been terminated or other provision therefor in full shall have been made in a manner reasonably satisfactory to the L/C Issuer, the Guaranteed Parties will, at any Subsidiary Guarantor's request and expense, execute and deliver to such Subsidiary Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Subsidiary Guarantor of an interest in the Guaranteed Obligations resulting from such payment made by such Subsidiary Guarantor pursuant to this Guaranty.

SECTION 5. *Payments Free and Clear of Taxes, Etc.* Any and all payments by any Subsidiary Guarantor under this Guaranty or any other Loan Document shall be made in accordance with the terms of the Credit Agreement,

including the provisions of Section 3.01 of the Credit Agreement (and such Subsidiary Guarantor shall make such payments of Taxes and Other Taxes to the extent described in Section 3.01), as though such payments were made by a Borrower.

SECTION 6. *Covenants.* Each Subsidiary Guarantor covenants and agrees that, so long as any part of the Guaranteed Obligations shall remain unpaid, any Letter of Credit shall be outstanding or not otherwise provided for in full in a manner reasonably satisfactory to the L/C Issuer or any Lender shall have any Commitment, such Subsidiary Guarantor will perform and observe, and cause each of its Restricted Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents on its or their part to be performed or observed or that the Company has agreed to cause such Subsidiary Guarantor or such Restricted Subsidiaries to perform or observe.

SECTION 7. *Amendments, Release of Subsidiary Guarantors, Etc.* No amendment or waiver of any provision of this Guaranty and no consent to any departure by any Subsidiary Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the Subsidiary Guarantors (with the consent of the requisite number of Lenders specified in the Credit Agreement) and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. A Subsidiary Guarantor shall automatically be released from this Guaranty and its obligations hereunder (a) upon consummation of any transaction or designation permitted by the Credit Agreement as a result of which such Subsidiary Guarantor (i) ceases to be a Restricted Subsidiary, (ii) ceases to be a Subsidiary or (iii) becomes a Foreign Subsidiary or a Domestic Subsidiary of a Foreign Subsidiary, in each case to the extent permitted by the Credit Agreement (*provided* that no such release shall occur if such Subsidiary Guarantor is a guarantor in respect of Permitted Subordinated Indebtedness) or (b) if the Company determines that such Subsidiary Guarantor is no longer required under Section 6.12 of the Credit Agreement to be a Subsidiary Guarantor and gives notice to that effect to the Administrative Agent. The Administrative Agent will, at the Company's expense, execute and deliver to such Subsidiary Guarantor such documents as the Company shall reasonably request to evidence the release of such Subsidiary Guarantor from its Guarantee hereunder pursuant to this Section 7; *provided* that the Company shall have delivered to the Administrative Agent a written request therefor and a certificate of the Company to the effect that the transaction, designation or determination, as the case may be, is in compliance with the Loan Documents. The Administrative Agent shall be authorized to rely on any such certificate without independent investigation.

SECTION 8. *Guaranty Supplements.* Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Annex A hereto (each, a "**Guaranty Supplement**"), (a) such Person shall be referred to as an

“**Additional Subsidiary Guarantor**” and shall become and be a Subsidiary Guarantor hereunder, and each reference in this Guaranty to a “**Subsidiary Guarantor**” shall also mean and be a reference to such Additional Subsidiary Guarantor, and each reference in any other Loan Document to a “**Subsidiary Guarantor**” shall also mean and be a reference to such Additional Subsidiary Guarantor, and (b) each reference herein to “**this Guaranty**”, “**hereunder**”, “**hereof**” or words of like import referring to this Guaranty, and each reference in any other Loan Document to the “**Subsidiary Guaranty**”, “**thereunder**”, “**thereof**” or words of like import referring to this Guaranty, shall mean and be a reference to this Guaranty as supplemented by such Guaranty Supplement.

SECTION 9. *Notices, Etc.* All notices and other communications provided for hereunder shall be in writing (including, without limitation, telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered to it, if to any Subsidiary Guarantor, addressed to it in care of the Company at the Company’s address specified in Section 11.02 of the Credit Agreement, if to any Agent or any Lender, at its address specified in Section 11.02 of the Credit Agreement, or, as to any party, at such other address as shall be designated by such party in a written notice to each other party. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 11.02 of the Credit Agreement. Delivery by telecopier or electronic mail of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty or of any Guaranty Supplement to be executed and delivered hereunder shall be effective as delivery of an original executed counterpart thereof.

SECTION 10. *No Waiver; Remedies.* No failure on the part of any Guaranteed Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 11. *Right of Set-off.* Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 8.02 of the Credit Agreement to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of said Section 8.02, the Administrative Agent and, after obtaining the prior written consent of the Administrative Agent, each other Agent and each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, but not any deposits held in a custodial, trust or other fiduciary capacity) at any time held and other indebtedness at any time owing by such Agent or such Lender to or for the credit

or the account of any Subsidiary Guarantor against any and all of the Guaranteed Obligations of such Subsidiary Guarantor now or hereafter existing under any Loan Document, irrespective of whether such Agent or such Lender shall have made any demand under this Guaranty or any other Loan Document and although such Guaranteed Obligations may be unmatured. Each Agent and each Lender agrees promptly to notify such Subsidiary Guarantor after any such set-off and application; *provided* that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Agent and such Lender may have.

SECTION 12. *Continuing Guaranty; Assignments under the Credit Agreement.* This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the latest of (i) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, (ii) the final Maturity Date and (iii) the latest date of expiration or termination of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the L/C Issuer, (b) be binding upon each Subsidiary Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Guaranteed Parties and their permitted successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Guaranteed Party may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Guaranteed Party herein or otherwise, in each case as and to the extent provided in Section 11.07 of the Credit Agreement. Except as expressly provided in the Credit Agreement, no Subsidiary Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of all Lenders.

SECTION 13. *Execution in Counterparts.* This Guaranty and each amendment, waiver and consent with respect hereto may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty by telecopier shall be effective as delivery of an original executed counterpart of this Guaranty.

SECTION 14. *GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC.* (a) THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each Subsidiary Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized signatory as of the date first above written.

[Subsidiary Guarantors:]

Each By: \_\_\_\_\_  
Name:  
Title:

---

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

FORM OF SUBSIDIARY GUARANTY SUPPLEMENT

\_\_\_\_\_ , \_\_\_\_\_

JPMorgan Chase Bank, N.A., as Administrative Agent  
1111 Fannin Street, Floor 10  
Houston, Texas 77002-6925

Attention: \_\_\_\_\_

Re: Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Fidelity National Information Services, Inc., a Georgia corporation, the Designated Borrowers from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as L/C Issuer, Swing Line Lender and Administrative Agent, and Bank of America, N.A., as Swing Line Lender.

Ladies and Gentlemen:

Reference is made to the Credit Agreement and to the Subsidiary Guaranty referred to therein (such Subsidiary Guaranty, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Subsidiary Guaranty Supplement (this "**Guaranty Supplement**"), being the "**Subsidiary Guaranty**"). The capitalized terms defined in the Subsidiary Guaranty or in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

Section 1. *Guaranty; Limitation of Liability.* (a) The undersigned hereby, jointly and severally with the other Subsidiary Guarantors, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all of its Guaranteed Obligations. Without limiting the generality of the foregoing, the undersigned's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Guaranteed Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) The undersigned, and by its acceptance of this Guaranty Supplement, the Administrative Agent, on behalf of itself and each other

Guaranteed Party, hereby confirms that it is the intention of all such Persons that this Guaranty Supplement, the Subsidiary Guaranty and the Guaranteed Obligations of the undersigned hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty Supplement and the Guaranteed Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Guaranteed Parties and the undersigned hereby irrevocably agree that the Guaranteed Obligations of the undersigned Guarantor under this Guaranty Supplement and the Subsidiary Guaranty at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of the undersigned under this Guaranty Supplement and the Subsidiary Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law.

(c) Subject to Section 4 of the Subsidiary Guaranty, the undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Guaranteed Party under this Guaranty Supplement, the Subsidiary Guaranty, Article 10 of the Credit Agreement or any other guaranty, the undersigned will contribute, to the maximum extent permitted by applicable law, such amounts to each other Subsidiary Guarantor so as to maximize the aggregate amount paid to the Guaranteed Parties under or in respect of the Loan Documents.

(d) The undersigned hereby agrees that any Indebtedness owed by it to another Loan Party shall be subordinated to the Guaranteed Obligations of the undersigned and that any Indebtedness owed to it by another Loan Party shall be subordinated to the Guaranteed Obligations of such other Loan Party, it being understood that the undersigned or such other Loan Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Default has occurred and is continuing.

Section 2. *Guaranteed Obligations Under the Guaranty.* The undersigned hereby agrees, as of the date first above written, to be bound as a Subsidiary Guarantor by all of the terms and conditions of the Subsidiary Guaranty to the same extent as each of the other Subsidiary Guarantors thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Subsidiary Guaranty to an “**Additional Subsidiary Guarantor**” or a “**Subsidiary Guarantor**” shall also mean and be a reference to the undersigned, and each reference in any other Loan Document to a “**Subsidiary Guarantor**” or a “**Loan Party**” shall also mean and be a reference to the undersigned.

Section 3. *Delivery by Telecopier.* This Guaranty Supplement may be executed in any number of counterparts and by different parties thereto in separate

counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty Supplement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

Section 4. *GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC.* (a) THIS GUARANTY SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY SUPPLEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

Very truly yours,

[NAME OF ADDITIONAL SUBSIDIARY  
GUARANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

## COMPANY SUPPLEMENTAL AGREEMENT

THIS COMPANY SUPPLEMENTAL AGREEMENT (this "**Agreement**"), dated as of September 12, 2007, is entered into between Fidelity National Information Services, Inc., a Georgia corporation (the "**Company**") and JPMorgan Chase Bank, N.A. (the "**Administrative Agent**") under that certain Credit Agreement dated as of January 18, 2007, (as amended by Amendment No. 1, dated July 30, 2007 and effective as of the date hereof ("**Amendment No. 1**") and as otherwise amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among the Company, certain Subsidiaries of the Company party thereto (each, a "**Designated Borrower**" and, together with the Company, the "**Borrowers**" and, each, a "**Borrower**"), each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The Company and the Administrative Agent hereby agree as follows:

1. The Company hereby represents and warrants to the Administrative Agents and the Lenders that:

(a) The execution, delivery and performance by the Company of this Agreement (i) are within its corporate or other powers, (ii) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (iii) do not and will not (A) contravene the terms of any of the Organization Documents of the Company, (B) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any to be made under, (1) any Permitted Subordinated Indebtedness, (2) any other Contractual Obligation to which the Company is a party or affecting the Company or the properties of the Company or any of its Subsidiaries or (3) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which the Company or its property is subject or (C) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (B) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect;

(b) This Agreement has been duly executed and delivered by the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by

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bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity; and

(c) The schedules attached hereto as Schedules 1.01B, 1.01D, 5.06, 5.11, 7.01, 7.02, 7.03, 7.08 and 7.09 accurately set forth the information required for such schedules under the Credit Agreement as amended by Amendment No. 1.

2. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

3. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE COMPANY CONSENTS, FOR ITSELF AND IN ASPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE COMPANY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: \_\_\_\_\_  
Name: Michael E. Sax  
Title: Senior Vice President and Treasurer

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

**Schedule 1.01B**

**AMENDMENT NO. 1 EFFECTIVE DATE GUARANTORS**

<b>Company</b>	<b>Jurisdiction of Organization</b>
APTitude Solutions, Inc.	Florida
A.S.A.P. Legal Publication Services, Inc.	California
Asset Exchange, Inc.	Delaware
Aurum Technology LLC	Delaware
Certegy Check Services, Inc.	Delaware
Certegy Gaming Services, Inc.	Minnesota
Certegy Payment Recovery Services, Inc.	Georgia
Clear Par, LLC	New York
DOCX, LLC	Georgia
eFunds Corporation	Delaware
Espiel, Inc.	Delaware
Fidelity Information Services, Inc.	Arkansas
Fidelity Information Services International Holdings, Inc.	Delaware
Fidelity Information Services International, Ltd.	Delaware
Fidelity International Resource Management, Inc.	Delaware
Fidelity National Agency Sales and Posting	California
Fidelity National Asia Pacific Holdings, LLC	Georgia
Fidelity National Asset Management, Inc.	Georgia
Fidelity National Capital, LLC	California
Fidelity National Card Services, Inc.	Florida
Fidelity National E-Banking Services, Inc.	Georgia
Fidelity National First Bankcard Systems, Inc.	Georgia
Fidelity National Global Card Services, Inc.	Florida
Fidelity National Information Services, LLC	Delaware
Fidelity National Information Solutions, Inc.	Delaware
Fidelity National Licensing Services, Inc.	Georgia
Fidelity National Loan Portfolio Solutions, LLC	Delaware
Fidelity National Payment Services, Inc.	Delaware
Fidelity National Tax Service, Inc.	California
Fidelity National Transaction Services, Inc.	Georgia
Fidelity Outsourcing Services, Inc.	Delaware
Financial Systems Integrators, Inc.	Delaware
FIS Capital Markets, LLC	Delaware
FIS Core Processing Services, LLC	Delaware

Schedule 1.01B

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**Company**

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**Jurisdiction of Organization**

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FIS Credit Services, Inc.	New York
FIS Data Services, Inc.	California
FIS Field Services, Inc.	Delaware
FIS Foreclosure Solutions, Inc.	Delaware
FIS Integrated Financial Solutions, LLC	Delaware
FIS Item Processing Services, LLC	Delaware
FIS Management Services, LLC	Delaware
FIS Output Solutions, LLC	Georgia
FNF Capital Leasing, Inc.	Delaware
FNIS Flood Group, LLC	Delaware
FNIS Flood of California, LLC	Delaware
FNIS Intellectual Property Holdings, Inc.	Delaware
FNIS Services, Inc.	Delaware
Geosure, Inc.	Delaware
Geotrac, Inc.	Delaware
Hansen Quality, LLC	California
InterCept, Inc.	Georgia
InterCept TX I, LLC	Georgia
Investment Property Exchange Services, Inc.	California
LRT Record Services, Inc.	Texas
LSI Appraisal, LLC	Delaware
LSI Title Agency, Inc.	Illinois
LSI Title Company	California
National Residential Nominee Services Inc.	Delaware
National Safe Harbor Exchanges	California
National Title Insurance of New York Inc.	New York
NewInvoice, L.L.C.	Georgia
NRC Insurance Services, Inc.	North Carolina
Sanchez Advisors, LLC	Delaware
Sanchez Computer Associates, LLC	Delaware
Sanchez Software, Ltd.	Delaware
Second Foundation, Inc.	California

Schedule 1.01B

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**Schedule 1.01D**  
**UNRESTRICTED SUBSIDIARIES**

None.

Schedule 1.01D

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**Schedule 5.06**

**LITIGATION**

None.

Schedule 5.06

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**Schedule 5.11**  
**SUBSIDIARIES\***

See Attached Organization Chart

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\* Unless otherwise noted by indicating a percentage (%), each entity is wholly-owned by its parent.

Schedule 5.11

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**Schedule 7.01**

**EXISTING LIENS**

1. Liens in connection with equipment leased pursuant to the Master Lease Agreement dated September 26, 2001 between Fidelity National Information Services, Inc. and GATX Technology Services Corporation.
2. Liens in connection with equipment leased by Fidelity National Information Services, Inc. from CIT Technology Financing Services, Inc.
3. Liens in connection with equipment leased by Fidelity National Information Services, Inc. from IBM Credit LLC.
4. Liens in connection with vendor purchase money lines of credit for equipment purchased by Fidelity National Information Services, Inc. from Pitney Bowes, Inc.
5. Liens in connection with vendor purchase money lines of credit (including but not limited to the purchase money line of credit with IBM for the purchase of equipment and related property, pursuant to the Agreement for Wholesale Financing (Credit Agreement), dated December 13, 1999, between Fidelity Information Services, Inc. and IBM Credit LLC (as amended by an Amendment dated August 27, 2003)).
6. Security interest between Fidelity National Information Solutions, Inc. (f.k.a. Vista Information Solutions, Inc.) and Sirrom Capital Corporation recorded with the U.S. Trademark Office on June 3, 1996 under Reel/Frame 1471/0212.
7. Security interest between Fidelity National Information Solutions, Inc. (f.k.a. Vista Information Solutions, Inc.) and Moore Corporation Limited recorded with the USPTO on January 27, 2000 under Reel/Frame 2027/0599.
8. Security interest between Lender's Service, Inc. (et al.) and Fleet National Bank recorded with the U.S. Trademark Office on August 24, 1998 under Reel/Frame 1774/0822.
9. Fidelity National Information Solutions, Inc. (f.k.a. Vista Information Solutions, Inc.) is one of several parties (including Vista DMS, Inc., Vista Environmental Information, Inc., E/Risk Information Services, Geosure, Inc., Geosure L.P., NRC Insurance Services, Inc., NRC Acquisition, LLC, Ensite Corporation of Denver, Ecosearch Acquisition, Inc. & Ecosearch Environmental Resources, Inc.) named in a security agreement with Moore North America, Inc. and Moore Corporation Ltd. signed on December 17, 1999.
10. Aurum Technology LLC (f.k.a. Aurum Technology, Inc.) is party to a security agreement with Fleet National Bank (Boston) for Copyright Registration Nos. TXu 302-455 and TXu 506-509. It appears that these registrations may have been acquired by NewTrend, L.P., however, no assignment was recorded with the Copyright Office.
11. Liens in connection with equipment leased by Certegy Check Services, Inc. from IBM Credit Corporation.
12. Liens in connection with equipment leased pursuant to the Master Equipment Lease Agreement dated May 6, 2003 between Certegy Check Services, Inc. and Relational, LLC f/k/a Relational

Schedule 7.01

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Funding Corporation, as assigned to IBM Credit LLC and Banc of America Leasing & Capital, LLC.

13. Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated April 16, 2004 between Certegy Check Services, Inc. and Cavalry SPV I, LLC.
14. Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated July 17, 2003 between Certegy Check Services, Inc. and Arrow Financial Services LLC, as assigned to AFS Receivables Master Trust 1999.
15. Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated April 16, 2004 between Certegy Check Services, Inc. and Cavalry SPV I, LLC.
16. Liens in connection with equipment leased by Certegy Check Services, Inc. from Fidelity National Capital, LLC (f.k.a. FNF Capital, LLC).
17. Liens in connection with equipment leased by Certegy Payment Recovery Services, Inc. from IBM Credit LLC.
18. Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Bell & Howell Financing Services Company.
19. Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Oce Financial Services, Inc. and Oce North American, Inc.
20. Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Alfa Financial Corporation dba OFC Capital.
21. Liens in connection with equipment leased pursuant to the Master Lease Agreement between Fidelity National Payment Services, Inc. and Hewlett-Packard Financial Services, Inc.
22. Liens granted in connection with Lease Agreement (Florida Property) dated December 30, 1999 between SunTrust Bank, Atlanta, as Lessor, and Equifax, Inc. (predecessor in interest to the Company), as Lessee, and all related documents, as further set forth in Schedule 7.03.
23. Liens granted in connection with Lease Agreement (Wisconsin Property) dated December 23, 1997 between SunTrust Banks, Inc., as Lessor, and Equifax Inc. (predecessor in interest to the Company), as Lessee, and all related documents, as further set forth in Schedule 7.03.
24. Liens in connection with the Indenture dated as of September 10, 2003, between Fidelity National Information Services, Inc. (f.k.a. Certegy Inc.) and U.S. Bank National Association (successor to SunTrust Bank), as the same has been amended, supplemented or otherwise modified, regarding the issuance of \$200 million in 4.75% Notes due 2008, as supplemented by the First Supplemental Indenture dated on or about the Amendment No. 1 Effective Date, between Fidelity National Information Services, Inc. (f.k.a. Certegy Inc.) and U.S. Bank National Association (successor to SunTrust Bank), as the same has been amended, supplemented or otherwise modified.
25. Liens granted in connection with equipment leased pursuant to Master Lease and Financing Agreement between Compaq Financial Services Corporation and eFunds Corporation dated as of February 2, 2001.

Schedule 7.01

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26. Liens granted in connection with equipment leased pursuant to Lease Intended as Security between Banc of America Leasing & Capital LLC and WildCard Systems, Inc. dated as of August 24, 2004.
27. Liens granted in connection with equipment leased pursuant to Second Amended and Restated Loan and Security Agreement between Heller Financial Leasing, Inc. and WildCard Systems, Inc. dated as of July 1, 2005.
28. Liens granted in connection with equipment leased pursuant to Oracle License and Services Agreement (OLSAv080703-7224-30-Sep-03) and Ordering Document between Oracle USA, Inc. and eFunds Corporation dated as of August 18, 2005.
29. Liens granted in connection with the Capital Leases listed on Schedule 7.03.
30. Liens identified on attached charts.

Schedule 7.01

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Schedule 7.02

EXISTING INVESTMENTS

Investments as follows:

1. Ownership by the Consolidated Companies of 39% of the outstanding equity interests in FNRES Holdings, Inc.
2. Ownership by the Consolidated Companies of 30% of the outstanding equity interests in Profile Partners, GP, LP.
3. Ownership by the Consolidated Companies of 34% of the outstanding equity interests in PVP Management, LLC.
4. Ownership by the Consolidated Companies of 20% of the outstanding equity interests in Sanchez Capital Services Private Limited.
5. The Brazilian Joint Venture, as more particularly described in the following related documents (together with the Development Notes, Migration Notes and Volume Notes referenced therein):
  - A. Common Terms Agreement (Contrato de Termos Comuns), dated March 24, 2006.
  - B. Investment Agreement (Contrato de Investimento), dated March 27, 2006.
  - C. Guaranty Agreement among Fidelity National Information Services, Inc., Banco Bradesco S.A. and Banco ABN AMRO Real S.A., dated April 18, 2006.
  - D. Redemption Letter from Holdco One S.A. to Uniao Participacoes Ltda and Banco ABN Amro Real S.A., dated April 18, 2006.
  - E. Tax Indemnity Letter, dated March 27, 2006.
  - F. Amended and Restated Software License Agreement, Dated March 27, 2006.
  - G. Contingent Software License Agreement, dated April 18, 2006.
  - H. Non-Competition Agreement, dated April 18, 2006.
  - I. Shareholders' Agreement of Celta Holdings S.A., dated April 18, 2006.

Schedule 7.02

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- J. Shareholders' Agreement of Fidelity Processadora e Servicos S.A. (form attached to the Investment Agreement).
- 6. Guaranties by various restricted companies of the capital leases listed on Schedule 7.03.
- 7. \$1,000,000 Promissory Note issued by ICUL Service Corporation to Fidelity National Card Services, Inc.
- 8. Various investments by Domestic Subsidiaries in Foreign Subsidiaries, as set forth on attached chart entitled "Certain Foreign Investments as of June 30, 2007".
- 9. Various holdings of bonds, as set forth on attached chart entitled "Portfolio Holdings Report", with aggregate market value of \$15,243,489.86.

Schedule 7.02

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**Certain Foreign Investments as of 6/30/07**  
**All Amounts in US Dollars Equivalent as of 6/30/07**

Domestic Subsidiary Maintaining Investment	Foreign Subsidiary in Which Investment Maintained	Equity Investment*	Debt Investment*
Fidelity National Europe LLC	FNIS International Investments C.V., a Netherlands company	193,442,030	—
Fidelity Information Services, Inc.	Fidelity Information Services International Holdings C.V., a Netherlands company	178,935,077	4,257
Payment South America Holdings, Inc.	Payment Brasil Holdings Ltda., a Brazil company	76,006,942	—
Card Brazil Holdings, Inc.	AGES Participacoes Ltda., a Brazil company	35,864,490	84,473
Fidelity National Information Solutions, Inc.	Fidelity National Information Solutions Canada, Inc., a Canada company	25,460,021	6,472,559
Payment South America Holdings, Inc.	Payment Chile S.A., a Chile company	11,587,052	—
Fidelity National Information Solutions, Inc.	I-Net Reinsurance Ltd., a Turks and Caicos company	8,337,859	1,561,513
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Ltd., a United Kingdom company	4,261,956	2,206,962
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services (France) SARL, a France company	1,963,905	3,047,016
Payment South America Holdings, Inc.	Certery Card Services Caribbean Ltd., a Barbados company	1,281,925	814,717
Fidelity National Card Services, Inc.	FIS Card Services (Thailand) Co. Ltd., a Thailand company	984,253	660,492
Fidelity Information Services, Inc.	Fidelity Information Services (Hong Kong) Ltd., a Hong Kong company	771,991	7,405,852
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services (Germany) GmbH, a Germany company	665,671	—
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services S.p.Z.o.o., a Poland company	580,612	3,825,625
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Taiwan Company Ltd., a Taiwan company	119,686	30,443
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Pakistan (Private) Ltd., a Pakistan company	16,190	244,405
Fidelity Information Services International Holdings, Inc.	Alltel Servicios de Informacion (Costa Rica) S.A., a Costa Rica company	10,120	—

\* Internal book value of investment as of June 30, 2007

Schedule 7.02

Schedule 7.03

EXISTING INDEBTEDNESS

1. Any outstanding amounts under vendor purchase money lines of credit (including but not limited to, purchase money line of credit with IBM for the purchase of equipment and related property, pursuant to the Agreement for Wholesale Financing (Credit Agreement), dated December 13, 1999, between Fidelity Information Services, Inc. and IBM Credit LLC (as amended by an Amendment dated August 27, 2003)).
2. Indenture dated as of September 10, 2003, between Fidelity National Information Services, Inc. (f.k.a. Certegy Inc.) and SunTrust Bank, as the same has been amended, supplemented or otherwise modified, regarding the issuance of \$200 million in 4.75% Notes due 2008, as supplemented by the First Supplemental Indenture dated on or about the Amendment No. 1 Effective Date, between Fidelity National Information Services, Inc. (f.k.a. Certegy Inc.) and U.S. Bank National Association (successor to SunTrust Bank), as the same has been amended, supplemented or otherwise modified.
3. Lease Documentation for St. Petersburg, Florida Facility:
  - A. Master Agreement (Florida Property) dated as of December 30, 1999 between Equifax Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor), Atlantic Financial Group, Ltd., and SunTrust Bank, Atlanta (as agent and lender).
  - B. Lease Agreement dated as of December 30, 1999 between Prefco VI Limited Partnership (as lessor) and Equifax Inc. (as lessee).
  - C. Loan Agreement dated as of December 30, 1999 between Prefco VI Limited Partnership (as lessor and borrower) and SunTrust Bank, Atlanta (as agent).
  - D. Mortgage and Security Agreement dated as of December 30, 1999 made by Prefco VI Limited Partnership (as mortgagor) in favor of SunTrust Bank, Atlanta (as agent and mortgagee).
  - E. Assignment of Lease and Rents dated as of December 30, 1999 made by Prefco VI Limited Partnership Inc. (as assignor) in favor of SunTrust Bank, Atlanta (as assignee).
  - F. Operative Guaranty dated as of December 30, 1999 made by Equifax Inc. (as guarantor).

Schedule 7.03

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- G. Assignment and Assumption of Lease and Other Operative Documents dated as of June 25, 2001 among Equifax Inc. (as assignor), Certegy Inc. (as assignee), Prefco VI Limited Partnership (as lessor), Atlantic Financial Group, Ltd., and SunTrust Bank (as agent and lender).
- H. Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of September 17, 2004 among Fidelity National Information Services, Inc., successor to Certegy Inc., (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- I. Second Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of February 1, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- J. Third Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of April 28, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- K. Fourth Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated on or about January 18, 2007 (as amended) among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- L. Fifth Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated on or about the Amendment No. 1 Effective Date (as amended) among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
- M. Subsidiary Guaranty Agreement dated as of February 1, 2006 (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.
- N. Amended and Restated Subsidiary Guaranty Agreement dated as of the Amendment No. 1 Effective Date (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.

Schedule 7.03

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- O. Guaranty Supplement for eFunds Corporation [Florida] dated as of September 12, 2007 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, as Lessor (as lessor), and SunTrust Bank, a Georgia banking corporation, as agent (as agent).
  - P. The other “Operative Documents” as defined in the aforesaid Master Agreement.
4. Lease Documentation for Madison, Wisconsin Facility:
- A. Master Agreement (Wisconsin Property) dated as of December 23, 1997 between Equifax Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor), and SunTrust Bank, Atlanta (as agent).
  - B. Lease Agreement dated as of December 23, 1997 between SunTrust Banks, Inc. (as lessor), and Equifax Inc. (as lessee).
  - C. Lease Participation Agreement dated as of December 23, 1997 between SunTrust Banks, Inc. (as lessor), and SunTrust Bank, Atlanta (as lease participant).
  - D. Lease Supplement dated December 23, 1997 between Equifax Inc. (as lessee and SunTrust Banks, Inc. (as lessor).
  - E. Operative Guaranty dated as of December 23, 1997 made by Equifax Inc. (as guarantor).
  - F. Assignment and Assumption of Lease and Other Operative Documents dated as of June 25, 2001 among Equifax Inc. (as assignor), Fidelity National Information Services, Inc., successor to Certegy Inc., (as assignee), SunTrust Banks, Inc. (as lessor), and SunTrust Bank (as agent and lease participant).
  - G. Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of April 11, 2003 among Fidelity National Information Services, Inc., successor to Certegy Inc., (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
  - H. Second Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of September 3, 2003 among Fidelity National Information Services, Inc., successor to Certegy

Schedule 7.03

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Inc., (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).

- I. Third Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of September 17, 2004 among Fidelity National Information Services, Inc., successor to Certegy Inc., (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
- J. Fourth Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated as of February 1, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
- K. Fifth Omnibus Amendment to Definitions Appendix A [Wisconsin] dated on or about December 27, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
- L. Sixth Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated on or about January 18, 2007 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
- M. Seventh Omnibus Amendment to Definitions Appendix A [Wisconsin] dated on or about June 30, 2007 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
- N. Eighth Omnibus Amendment to Master Agreement, Lease and Definitions Appendix A [Wisconsin] dated on or about the Amendment No. 1 Effective Date among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), SunTrust Banks, Inc. (as lessor); and SunTrust Bank (as agent and lease participant).
- O. Subsidiary Guaranty Agreement dated as of February 1, 2006 (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.
- P. Amended and Restated Subsidiary Guaranty Agreement dated as of the Amendment No. 1 Effective Date (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.

Schedule 7.03

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Q. Guaranty Supplement for eFunds Corporation [Wisconsin] dated as of September 12, 2007 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, as Lessor (as lessor), and SunTrust Bank, a Georgia banking corporation, as agent (as agent).

R. The other “Operative Documents” as defined in the aforesaid Master Agreement.

5. That certain Guaranty made in connection with the Brazil Joint Venture listed in Schedule 7.02.
6. \$20,000,000 Line of Credit dated November 21, 2003 between Fidelity National Capital, LLC (f.k.a. FNF Capital, LLC), as borrower, Bremer, as lender and Fidelity National Information Services, Inc. as guarantor.
7. Lease Documentation related to the leasing of aircraft by Fidelity National Information Services, Inc. for Aircraft Lease (S/N 258568) dated as of December 13, 2002 among Banc of America Leasing & Capital, LLC (successor by merger to Fleet Capital Corporation), as lessor, and Fidelity National Financial, Inc. and Fidelity National Information Services, Inc., as co-lessees (successors in interest to Rocky Mountain Aviation, Inc.), as amended, supplemented and assigned thereafter.
8. 5 year term debt agreement dated October 27, 2006 between Fidelity National Capital, LLC (f.k.a. FNF Capital, LLC), as borrower and Fidelity National Financial, Inc. as lender. The outstanding balance as of June 30, 2007 was \$12,978,378.37.
9. \$100,000 Line of Credit dated December 22, 2006 between Certegy Gaming Services, Inc. (f.k.a. Game Financial Corporation), as borrower, and National City Bank, as lender.
10. Indebtedness associated with equipment loans and leases related to the liens therefor listed on Schedule 7.01.
11. Note Purchase Agreement between eFunds Corporation and the purchasers set forth therein (\$100,000,000 5.39% Senior Guaranteed Notes due September 30, 2012) dated as of September 30, 2005.
12. Line of Credit for BRL 5,000,000 dated April 18, 2007 between Santander Banespa s/a (Brazil) and Fidelity Processadora e Servicos S/A

Schedule 7.03

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13. Capital Leases identified below:

**Capital Leases<sup>1</sup>**

Lessee	Lessor	Description of Goods	Date of Lease
Fidelity National Card Services Inc.	Pitney Bowes	2 asp Inserters	April 2003
Fidelity National Card Services Inc.	Pitney Bowes	3rd asp Inserter	January 2004
Fidelity National Card Services Inc.	OCE	1 Duplex Printer	March 2005
Fidelity National Card Services Inc.	OCE	1 Triplex Printer	April 2004
Fidelity National Card Services Inc.	CompServe	Tape Library	April 2005
WildCard Systems, Inc	Bank of America	Office Equipment	February 2005
WildCard Systems, Inc	Bank of America	Office Equipment	November 2004
WildCard Systems, Inc	Bank of America	Office Equipment	January 2005
WildCard Systems, Inc	Bank of America	Office Equipment	January 2005
WildCard Systems, Inc	Bank of America	Office Equipment	April 2005
eFunds Corporation	CSI, Inc.	CNT Connectivity Equipment (Channel Extenders)	August 2005
eFunds Corporation	CSI, Inc.	Avaya Phone System	July 2007
eFunds Corporation	Farnam Street Financial	Avaya Equipment	January 2004
eFunds Corporation	Farnam Street Financial	Avaya add on lease to schedule # 2	August 2004
Clear Commerce	GE Capital	Printer, Scanner, etc.	April 2003

<sup>1</sup> Capital Leases total \$9,258,931.26

Lessee	Lessor	Description of Goods	Date of Lease
eFunds Corporation	GE Capital Corporation	Tandem CPU Upgrade to NS4	November 2006
eFunds Corporation	GE Capital Corporation	Tandem CPU Upgrade to PX2	October 2006
eFunds Corporation	GE Express Financial Solutions	Copier Lease from NCPS; A&A completed to eFunds Corporation; Assets transferred to Sunrise, FL Jul/Aug 2006	February 2004
eFunds Corporation	Gordon Flesch Company, Inc.	Copiers are MKE, New Berlin, Woodbury, Phoenix, Scottsdale	January 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	DR project-NS2, hardware	September 2004
eFunds Corporation	Hewlett-Packard Financial Svc Co.	DR project-PX1, hardware	September 2004
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add 2 CPUs to PX1	June 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add 2 CPUs to NS2	June 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Upgrade 10 CPUs on NS2	August 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	PX1	August 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Miscellaneous Phoenix ServerNet Cluster Items — PX6	February 2004
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Miscellaneous New Berlin ServerNet Cluster Items — NS6	April 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Upgrade 10 CPUs on PX2	June 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	NS4	August 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add 2 CPU/Disk to PX6	April 2006

Lessee	Lessor	Description of Goods	Date of Lease
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add Disk to NS6	April 2006
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add CPU to NS2	July 2006
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add CPU to PX1	June 2006
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Itanium DEVL System	October 2006
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Itanium DEVL System (CPUs)	October 2006
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add 2 S88000	August 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Add 2 S88000	August 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Integrity DEV System	October 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	N1 Integrity System — Blades and 3YR Term License	October 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	N1 Integrity Frames	October 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	P1 Integrity System — Blades and 3YR Term License	October 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	P1 Integrity Frames	October 2007
eFunds Corporation	IBM Corporation	2086 A04 Z890 server	February 2005
eFunds Corporation	IBM Corporation	2086 A04 Z890 server	April 2005
eFunds Corporation	IBM Corporation	Memory upgrade to D00C25246	December 2005
eFunds Corporation	IBM Corporation	2086 A04 Z890 server	December 2006
eFunds Canada Corporation	Image Financial Services Inc.	New Canon imagerunner C2058 printer	September 2002

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Lessee

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Lessor

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Description of Goods

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Date of Lease

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**Assigned from Oasis Technologies**

**IR600 Connected**

**IR550 S/A, IR550 Printer  
Board,**

**CLBP 460 Printer**

Schedule 7.03

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Schedule 7.08

TRANSACTIONS WITH AFFILIATES

None.

Schedule 7.08

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Schedule 7.09

EXISTING RESTRICTIONS

1. Note Purchase Agreement between eFunds Corporation and the purchasers set forth therein (\$100,000,000 5.39% Senior Guaranteed Notes due September 30, 2012) dated as of September 30, 2005.

Schedule 7.09

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**PLEDGE AGREEMENT**

Dated as of \_\_\_\_\_, 2007

among

The Grantors referred to herein,  
as Grantors

and

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

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### SCHEDULES:

<b>Schedule I</b>	—	Type of Organization, Jurisdiction of Organization and Organizational Identification Number
<b>Schedule II</b>	—	Pledged Equity
<b>Schedule III</b>	—	Collateral Description

### EXHIBITS:

<b>Exhibit A</b>	—	Form of Pledge Agreement Supplement
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## PLEDGE AGREEMENT

PLEDGE AGREEMENT (this "**Agreement**") dated as of \_\_\_\_\_, 2007 among FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation (the "**Company**"), the other Persons listed on the signature pages hereof and the Additional Grantors (as hereinafter defined) (the Company, the Persons so listed and the Additional Grantors being, collectively, the "**Grantors**"), and JPMORGAN CHASE BANK, N.A., as collateral agent (in its capacity as collateral agent, together with any successor collateral agent, the "**Collateral Agent**") for the Secured Parties.

### PRELIMINARY STATEMENTS

(1) The Company, certain subsidiaries of the Company (each, a "**Designated Borrower**" and, together with the Company, the "**Borrowers**" and, each, a "**Borrower**") have entered into a Credit Agreement dated as of January 18, 2007 with the lenders from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender (as amended by Amendment No. 1 dated July 30, 2007 and effective as of the date hereof ("**Amendment No. 1**") and as further amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

(2) Pursuant to the Credit Agreement (as amended by Amendment No. 1), the Grantors are entering into this Agreement in order to grant to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in the Collateral (as hereinafter defined) to secure their respective Secured Obligations (as hereinafter defined).

(3) It is a condition precedent to the effectiveness of Amendment No. 1 that the Grantors shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

(4) In order to grant such security interest to the Lenders, the Hedge Banks and the obligees of Cash Management Obligations (as defined below), the Grantors are required under the terms of the FNIS Notes Indenture to provide security on an equal and ratable basis to the holders of the FNIS Notes.

(4) Each Grantor will derive substantial direct and indirect benefit from the transactions contemplated by the Loan Documents, the FNIS Notes Indenture, the Hedge Agreements and the instruments, agreements or other documents evidencing the Cash Management Obligations.

(5) Terms defined in the Credit Agreement and not otherwise defined in this Agreement are used in this Agreement as defined in the Credit Agreement.

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Further, unless otherwise defined in this Agreement or in the Credit Agreement, terms defined in Article 8 or 9 of the UCC are used in this Agreement as such terms are defined in such Article 8 or 9. "UCC" means the "Uniform Commercial Code" as defined in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and participate in Letters of Credit and the L/C Issuer to issue Letters of Credit under the Credit Agreement, to induce the Hedge Banks to enter into Hedge Agreements from time to time and to induce certain other Persons to provide treasury, depository and cash management services to any Grantor from time to time, each Grantor hereby agrees with the Collateral Agent for the ratable benefit of the Secured Parties as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to the following property, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "**Collateral**"):

(a) all Equity Interests from time to time acquired, owned or held directly by such Grantor in any manner (the "**Pledged Equity**"), including, without limitation, the Equity Interests directly held by each Grantor set forth opposite such Grantor's name on and otherwise described on Schedule II, and the certificates, if any, representing any such Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests; *provided* that no Grantor shall be required to pledge, and the terms "**Pledged Equity**" and "**Collateral**" used in this Agreement shall not include:

(A) Equity Interests entitled to vote (within the meaning of Treasury Regulation Section 1.956-2(c)(2) promulgated under the Code) ("**Voting Foreign Stock**") in any Foreign Subsidiary acquired, owned or otherwise held by such Grantor except to the extent that, when aggregated with all of the other shares of Voting Foreign Stock in such Foreign Subsidiary pledged by the Grantors, such pledge would not result in more than 65% of the shares of Voting Foreign Stock in such Foreign Subsidiary being pledged to the Collateral Agent, on behalf of the Secured Parties under this Agreement (except to the extent such Equity Interests are pledged to support obligations under any Permitted Subordinated Indebtedness); *provided further* that all of the shares of stock or units or other Equity Interests in such Foreign Subsidiary other than Voting Foreign Stock shall be pledged by such Grantor;

(B) Equity Interests of any Restricted Subsidiary which have been pledged to secure Indebtedness of such Grantor assumed in connection with a Permitted Acquisition that is secured by a Lien permitted by Section 7.01(p) of the Credit Agreement, but only for so long as such Lien is in effect;

(C) in the case of a Grantor that is a Foreign Subsidiary, Equity Interests of any Foreign Subsidiary that are held directly by such Grantor (except to the extent such Equity Interests are pledged to support obligations under any Permitted Subordinated Indebtedness);

(D) Equity Interests in any Joint Venture to the extent the grant of a security interest therein would constitute a violation of a valid and enforceable restriction pursuant to the constituent documents of such Joint Venture or any related shareholder agreement or similar agreement among the holders of Equity Interests in such Joint Venture, unless and until all required consents shall have been obtained; *provided further* that the limitation set forth in this clause (D) shall not affect, limit, restrict or impair the grant by a Grantor of a security interest pursuant to this Agreement in any such Equity Interests to the extent that an otherwise applicable prohibition or restriction on such grant is rendered ineffective by the UCC;

(E) Equity Interests of any Restricted Subsidiary if the Administrative Agent reasonably determines that the costs of obtaining the security interest in such Equity Interests are unreasonably excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby; or

(F) so long as the eFunds Bonds remain outstanding, Equity Interests of any Subsidiary of eFunds; *provided further* that, within 30 days, or such longer period as the Administrative Agent may agree in its reasonable discretion, after all such bonds cease to be outstanding, such Equity Interests shall be required to be pledged pursuant to this Agreement; or

(G) so long as the FNIS Notes remain outstanding, Equity Interests of any Subsidiary of the Company, to the extent that the grant of a security interest on the same would result in triggering additional financial reporting requirements under Rule 3-16 of Regulation S-X under the 1934 Act upon securing the FNIS Notes (as contemplated by the FNIS Notes Indenture, as in effect on the Amendment No. 1 Effective Date); *provided further* that, (1) within 30 days, or such longer period as the Administrative Agent may agree in its reasonable discretion, after

all such notes cease to be outstanding or any such Person ceases to be so classified and restricted, such Equity Interests shall be required to be pledged pursuant to this Agreement and (2) if at any time any Equity Interests purported to be pledged under this Agreement would, if so pledged, result in triggering such additional financial reporting requirements, such pledge shall automatically be deemed to be void as to such Equity Interests (and, at the request of the Company, the Collateral Agent will confirm the same with respect to any such applicable Equity Interests); and

(b) all Proceeds of the Pledged Equity.

**SECTION 2. *Security for Obligations.*** This Agreement secures, in the case of each Grantor, the payment of all (a) Obligations, (b) Secured Hedging Obligations (as defined in Section 15(a)), (c) Cash Management Obligations (as defined in Section 15(b)), and (d) FNIS Notes Obligations (as defined in Section 16), in each case of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, indemnifications, contract causes of action, costs, expenses or otherwise (all such obligations being the “**Secured Obligations**”).

**SECTION 3. *Delivery and Control of Pledged Equity.*** (a) All certificates representing or evidencing the Pledged Equity shall be delivered to and held by or on behalf of the Collateral Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Collateral Agent. During the continuation of an Event of Default, the Collateral Agent shall have the right, at any time in its discretion and without notice to any Grantor, to (i) transfer to or to register in the name of the Collateral Agent or any of its nominees any or all of the Pledged Equity, subject only to the revocable rights specified in Section 7(a), and (ii) exchange certificates or instruments representing or evidencing Pledged Equity for certificates or instruments of smaller or larger denominations.

(b) During the continuation of an Event of Default, promptly upon the request of the Collateral Agent, with respect to any Pledged Equity in which any Grantor has any right, title or interest and that constitutes an Uncertificated Security, such Grantor will cause the issuer thereof either (i) to register the Collateral Agent as the registered owner of such Security or (ii) to agree in an authenticated record with such Grantor and the Collateral Agent that such issuer will comply with instructions with respect to such Security originated by the Collateral Agent without further consent of such Grantor, such authenticated record to be in form and substance reasonably satisfactory to the Collateral Agent. During the continuation of an Event of Default and subject to Section 3(c), with respect to any Pledged Equity in which any Grantor has any right, title or interest and that is not an Uncertificated Security, promptly upon the request of the

Collateral Agent, such Grantor will notify each such issuer of Pledged Equity that such Pledged Equity is subject to the security interest granted hereunder.

**SECTION 4. Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) As of the Amendment No. 1 Effective Date, (i) such Grantor's exact legal name, as defined in Section 9-503(a) of the UCC, is correctly set forth in Schedule I hereto and (ii) such Grantor is located (within the meaning of Section 9-307 of the UCC) in the state or jurisdiction of its organization set forth in Schedule I hereto. As of the Amendment No. 1 Effective Date, the information set forth in Schedule I hereto with respect to such Grantor is true and accurate in all material respects.

(b) All Pledged Equity consisting of Certificated Securities has been or will be delivered to the Collateral Agent in accordance herewith.

(c) Such Grantor is the legal and beneficial owner of the Pledged Equity of such Grantor free and clear of any Lien, except for the security interest created under this Agreement and Liens permitted under clauses (c), (d), (e), (h), (l), (m) and (p) of Section 7.01 of the Credit Agreement.

(d) The Pledged Equity pledged by such Grantor hereunder has been duly authorized and validly issued and is fully paid and (except as otherwise provided by Law) non-assessable.

(e) The Pledged Equity pledged by such Grantor constitutes, as of the Amendment No. 1 Effective Date, the percentage of the issued and outstanding Equity Interests of the issuers thereof indicated on Schedule II hereto.

(f) (i) This Agreement creates in favor of the Collateral Agent for the benefit of the Secured Parties a valid security interest in all of the Collateral of each Grantor, securing the payment of the Secured Obligations of such Grantor; and (ii) upon the filing of a UCC financing statement in the UCC filing office in the jurisdiction set forth in Schedule I under the heading "Jurisdiction of Organization" with respect to such Grantor, naming such Grantor as the debtor and the Collateral Agent as the secured party and including the collateral description set forth in Schedule III, all actions necessary to perfect the security interest in the Collateral of such Grantor created under this Agreement with respect to which a Lien may be perfected by filing pursuant to the UCC (all such Collateral, "**Filing Collateral**") shall have been duly made or taken and be in full force and effect, and the Lien created under this Agreement in such Grantor's Filing Collateral shall be perfected.

**SECTION 5. Further Assurances.** (a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver, or otherwise authenticate, all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that the

Collateral Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted by such Grantor hereunder or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral of such Grantor; provided that in no event shall any Grantor be required to execute any foreign pledge agreement.

(b) Each Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, in each case without the signature of such Grantor, and regardless of whether any particular asset described in such financing statements falls within the scope of the UCC. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. Each Grantor ratifies its authorization for the Collateral Agent to have filed such financing statements, continuation statements or amendments filed prior to the date hereof.

**SECTION 6. *Post-Closing Changes.*** Each Grantor agrees to notify the Collateral Agent in writing (no later than the fifteenth day following the month in which such change occurred) of any change (i) in its legal name, (ii) in its type of organization or corporate structure, (iii) in its organizational identification number, if any, issued to it by the jurisdiction of its organization or (iv) in the jurisdiction of its organization. Each Grantor agrees to take all action reasonably required by the Collateral Agent for the purpose of perfecting or protecting the security interest granted by this Agreement.

**SECTION 7. *Voting Rights; Dividends; Etc.*** (a) So long as no Event of Default shall have occurred and be continuing:

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Equity of such Grantor or any part thereof for any purpose.

(ii) Each Grantor shall be entitled to receive and retain any and all dividends, interest and other distributions paid in respect of the Pledged Equity of such Grantor if and to the extent that the payment thereof (or retention by Grantor) is not otherwise prohibited by the terms of the Loan Documents; *provided* that any and all non cash dividends, interest and other distributions that would constitute Pledged Equity shall be and become part of the Collateral, and to the extent evidenced by certificates, shall be received in trust for the benefit of the Collateral Agent and be forthwith delivered (no later than the fifteenth day after the end of the month in which received by Grantor) to the Collateral Agent as Pledged Equity in the same form as so received (with any necessary endorsement).

(iii) The Collateral Agent will execute and deliver (or cause to be executed and delivered) to each Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of

enabling such Grantor to exercise the voting and other rights that it is entitled to exercise pursuant to paragraph (i) above and to receive the dividends or interest payments that it is authorized to receive and retain pursuant to paragraph (ii) above.

**(b)** Upon the occurrence and during the continuance of an Event of Default:

(i) All rights of each Grantor (x) to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 7(a)(i) shall, upon notice to such Grantor by the Collateral Agent, cease and (y) to receive the dividends, interest and other distributions that it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) shall, upon notice to such Grantor by the Collateral Agent, cease and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Pledged Equity such dividends, interest and other distributions.

(ii) All dividends, interest and other distributions that are received by any Grantor contrary to the provisions of paragraph (i) of this Section 7(b) shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent as Pledged Equity in the same form as so received (with any necessary endorsement).

**SECTION 8. *Transfers and Other Liens; Additional Shares.*** (a) Each Grantor agrees that it will not (i) sell, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral, other than sales, assignments and other dispositions of Collateral, and options relating to Collateral, permitted under the terms of the Credit Agreement, or (ii) create or suffer to exist any Lien upon or with respect to any of the Collateral of such Grantor except for the pledge, assignment and security interest created under this Agreement and other Liens permitted under the Credit Agreement.

(b) Each Grantor agrees that it will (i) cause each issuer of the Pledged Equity pledged by such Grantor not to issue any Equity Interests in substitution for or with respect to the Pledged Equity issued by such issuer, except to such Grantor, and (ii) deliver no later than the fifteenth day following the month of its acquisition (directly) thereof, any and all certificates representing additional Pledged Equity in accordance with the first sentence of Section 3(a).

**SECTION 9. *Collateral Agent Appointed Attorney-in-Fact.*** Each Grantor hereby irrevocably appoints the Collateral Agent such Grantor's attorney in fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time, upon the occurrence and during

the continuance of an Event of Default, in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

- (a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,
- (b) to receive, indorse and collect any drafts or other instruments, documents and Chattel Paper, in connection with clause (a) above, and
- (c) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral.

**SECTION 10. *Collateral Agent May Perform.*** If any Grantor fails to perform any agreement contained herein, the Collateral Agent may, but without any obligation to do so and without notice, itself perform, or cause performance of, such agreement, and the reasonable out-of-pocket expenses of the Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 13.

**SECTION 11. *Collateral Agent's Duties.*** The powers conferred on the Collateral Agent hereunder are solely to protect the Secured Parties' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not any Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Collateral Agent in good faith, except to the extent that such liability arises from the Collateral Agent's gross negligence or willful misconduct.

**SECTION 12. *Remedies.*** If any Event of Default shall have occurred and be continuing:

- (a) The Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to

it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place and time to be designated by the Collateral Agent that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; (iii) occupy any premises owned or, to the extent lawful and permitted, leased by any of the Grantors where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation; and (iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Collateral, or otherwise in respect of the Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of the Collateral and (B) exercise all other rights and remedies with respect to the Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. The Collateral Agent shall give the applicable Grantors at least ten Business Days written notice (or such longer period as may be required by applicable Law) of the time and place of any public sale or the time after which any private sale is to be made and each Grantor agrees that such notice shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

**(b)** Immediately upon the request of the Collateral Agent, all payments received by any Grantor under or in connection with the Collateral shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary endorsement).

**(c)** If the Collateral Agent shall determine to exercise its right to sell all or any of the Pledged Equity of any Grantor pursuant to this Section 12, each Grantor agrees that, upon request of the Collateral Agent, such Grantor will, at its own expense, do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Equity or any part thereof valid and binding and in compliance with applicable law.

**(d)** The Collateral Agent is authorized, in connection with any sale of the Pledged Equity pursuant to this Section 12, to deliver or otherwise disclose to any prospective purchaser of the Pledged Equity: (i) any registration statement or

prospectus, and all supplements and amendments thereto; (ii) any information and projections; and (iii) any other information in its possession relating to such Pledged Equity.

(e) The Collateral Agent shall apply the proceeds of any sale or other disposition of all or any part of the Collateral in the following order of priorities:

*First*, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts (including, without limitation, Attorney Costs payable under Section 13 of this Agreement or Section 11.04 of the Credit Agreement) payable to the Collateral Agent and the Administrative Agent in their capacities as such;

*Second*, to payment of that portion of the Secured Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders, the FNIS Trustee and the holders of FNIS Notes, ratably among them in proportion to the amounts described in this clause Second payable to them;

*Third*, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest on the Loans, L/C Borrowings and FNIS Notes, ratably among the Lenders and/or other holders thereof in proportion to the respective amounts described in this clause Third payable to them;

*Fourth*, to payment of (i) that portion of the Secured Obligations constituting unpaid principal of the Loans and L/C Borrowings, (ii) Secured Hedging Obligations, (iii) the Cash Management Obligations, and (iv) that portion of the Secured Obligations constituting unpaid principal of FNIS Notes, ratably among the Lenders and/or other holders thereof in proportion to the respective amounts described in this clause Fourth held by them;

*Fifth*, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

*Sixth*, to the payment of all other Secured Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Secured Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

*Last*, the balance, if any, after all of the Secured Obligations have been paid in full, to the Company or as otherwise required by Law.

**SECTION 13. Indemnity and Expenses.** (a) Each Grantor shall indemnify and hold harmless each Secured Party and their respective Affiliates,

directors, officers, employees, counsel, agents and attorneys-in-fact (collectively the “**Indemnitees**”) from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including, without limitation, Attorney Costs (which shall be limited to one (1) counsel to the Secured Parties (exclusive of one local counsel in each relevant jurisdiction), unless (x) the interests of the Collateral Agent and the other Secured Parties are sufficiently divergent, in which case one (1) additional counsel may be appointed and (y) if the interests of any Secured Party or group of Secured Parties (other than all of the Secured Parties) are distinctly or disproportionately affected, one (1) additional counsel for such Secured Party or group of Secured Parties)) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (1) the execution, delivery, enforcement, performance or administration of this Agreement or any other agreement, letter or instrument delivered in connection with the transactions contemplated hereby or the consummation of the transactions contemplated hereby, (2) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by any Grantor, or any Environmental Liability related in any way to any Grantor, or (3) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including, without limitation, any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the “**Indemnified Liabilities**”), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements (x) have resulted from the gross negligence or willful misconduct of such Indemnitee or breach of the Loan Documents by such Indemnitee or (y) arise from claims of any of the Secured Parties solely against one or more Secured Parties that have not resulted from any misrepresentation, default or the breach of any Loan Document or any actual or alleged performance or non-performance by a Grantor, Borrower or one of their Subsidiaries or other Affiliates or any of their respective officers, directors, stockholders, partners, members, employees, agents, representatives or advisors. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 13 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated. All amounts due under this Section 13 shall be paid promptly after receipt by the relevant Grantor of an invoice in reasonable detail. The agreements in this Section 13 shall survive the resignation of the Collateral Agent, the replacement of any Lender, the termination of the Aggregate Commitments, the

repayment, satisfaction or discharge of all the other Obligations, the termination of the security interests created hereunder and the release of the Liens created hereunder on all or any portion of the Collateral.

(b) Each Grantor will upon demand pay to the Collateral Agent the amount of any and all reasonable out-of-pocket expenses, including, without limitation, the reasonable fees and expenses of its counsel (which shall be limited to one (1) counsel (exclusive of one local counsel in each relevant jurisdiction)) and of any experts and agents, that the Collateral Agent may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral of such Grantor or (ii) the exercise or enforcement of any of the rights of the Collateral Agent or the other Secured Parties hereunder.

**SECTION 14. Amendments; Waivers; Additional Grantors; Etc.** (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by each Grantor to which such amendment or waiver is to apply and the Collateral Agent (with the consent of the requisite number of Lenders specified in the Credit Agreement), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Collateral Agent or any other Secured Party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(b) Upon the execution and delivery, or authentication, by any Person of a pledge agreement supplement in substantially the form of Exhibit A hereto (each a “**Pledge Agreement Supplement**”), (i) such Person shall be referred to as an “**Additional Grantor**” and shall be and become a Grantor hereunder, and each reference in this Agreement and the other Loan Documents to “Grantor” shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to “Collateral” shall also mean and be a reference to the Collateral of such Additional Grantor, and (ii) the supplemental Schedules I through III attached to each Pledge Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I through III, respectively, hereto, and the Collateral Agent may attach such supplemental schedules to such Schedules; and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to each Pledge Agreement Supplement.

**SECTION 15. Additional Secured Obligations.** (a) The Company may from time to time designate any of its or any other Grantor’s obligations under any Hedge Agreement as Secured Obligations for the purposes hereof by delivering to the Collateral Agent a certificate signed by a Responsible Officer that (i) identifies such Hedge Agreement, specifying the names and address of the

other party thereto, the notional principal amount thereof and the expiration date thereof and (ii) states that the Company's or such Grantor's obligations thereunder are designated as a Secured Obligation for the purpose hereof (the obligations in respect of any such designated Hedge Agreement, "**Secured Hedging Obligations**").

(b) The Company may from time to time designate any of its or any other Grantor's obligations with respect to any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds provided by a Lender or an Affiliate thereof as Secured Obligations for the purpose hereof by delivering to the Collateral Agent a certificate signed by a Responsible Officer that (i) specifies the name and address of the Person to which such obligations are owed and (ii) states that such obligations are designated as Secured Obligations for the purpose hereof (such designated obligations, "**Cash Management Obligations**").

**SECTION 16. FNIS Notes Ratable Obligations.**

(a) This Agreement is intended (i) to cause the Collateral to secure the FNIS Notes Obligations equally and ratably with all other Secured Obligations to the extent (but only to the extent) required by the FNIS Notes Indenture and shall be construed and enforced to give effect to such intention.

(b) In making the allocations required by Section 12(e) among the Secured Parties, the Collateral Agent may conclusively rely upon information supplied by the Company or any Lender as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Obligations and information supplied by the FNIS Notes Trustee (as hereinafter defined) as to the amounts of unpaid FNIS Notes Obligations, and the Collateral Agent shall have no liability to any of the Secured Parties for actions taken in reliance on such information; *provided* that nothing in this sentence shall prevent any Loan Party from contesting any amounts claimed by any Secured Party in any information so supplied. All distributions made by the Collateral Agent pursuant to Section 12(e) to the Secured Parties shall be (subject to any decree of any court of competent jurisdiction) final, absent manifest error, and the Collateral Agent shall have no duty to inquire as to the application by the FNIS Notes Trustee of any amounts distributed to it for distribution to the FNIS Noteholders (as hereinafter defined).

(c) The Collateral Agent shall make all payments and distributions that are to be made by it hereunder on account of the FNIS Notes to the FNIS Notes Trustee for redistribution to the FNIS Noteholders.

(d) On or prior to the Amendment No. 1 Effective Date, the Company shall deliver to the Collateral Agent a true and complete copy of the FNIS Notes Indenture and all other instruments governing any of the FNIS Notes, including all amendments thereto entered into on or prior to the Amendment No.1 Effective

Date. The Company shall also deliver to the Collateral Agent, promptly upon the execution thereof, a true and complete copy of any amendment, modification or supplement to any such indenture or instrument entered into after the Amendment No.1 Effective Date.

(e) The Company shall deliver to the Collateral Agent from time to time after the date hereof upon request of the Collateral Agent a list setting forth as of a date not more than 30 days prior to the date of such delivery, (i) the aggregate unpaid amount of the FNIS Notes Obligations outstanding as of such date and (ii) the name and address of the FNIS Notes Trustee. In addition, the Company will promptly notify the Collateral Agent of each change in the identity of the FNIS Notes Trustee. Promptly following the Amendment No.1 Effective Date, the Company will request the FNIS Notes Trustee to deliver to the Collateral Agent the names of the officers authorized to give directions hereunder on its behalf. The Company will also request that the FNIS Notes Trustee notify the Collateral Agent of any change of the officers authorized to give directions hereunder on its behalf prior to the date of any such change. If the Collateral Agent does not receive the names of the officers of the FNIS Notes Trustee authorized to give directions hereunder on behalf of the FNIS Notes Trustee, the Collateral Agent may rely on any person purporting to be authorized to give directions hereunder on behalf of the FNIS Notes Trustee. If the Collateral Agent is not informed of changes of the officers of the FNIS Notes Trustee authorized to give directions hereunder on its behalf, the Collateral Agent may rely on the information with respect to the FNIS Notes Trustee previously provided to the Collateral Agent.

For purposes of this Agreement, the following terms shall have the following meanings:

“**FNIS Notes Indenture**” means the Indenture dated as of September 10, 2003, between the Company and the FNIS Notes Trustee, as amended, supplemented or otherwise modified on or prior to the Amendment No.1 Effective Date.

“**FNIS Notes Obligations**” means at any time the obligations at such time in respect of the FNIS Notes under the FNIS Notes Indenture to the extent that such obligations are required under the FNIS Notes Indenture to be equally and ratably secured with the other Secured Obligations.

“**FNIS Notes Trustee**” means U.S. Bank, in its capacity as trustee under the FNIS Notes Indenture (or any successor trustee in any such capacity).

**SECTION 17. Notices, Etc.** All notices and other communications provided for hereunder shall be in writing (including, without limitation, telegraphic, teletype or telex communication or facsimile transmission) and mailed, telegraphed, teletyped, telexed, faxed or delivered to it, if to any Grantor, addressed to it in care of the Company at the Company’s address specified in

Section 11.02 of the Credit Agreement, and if to the Collateral Agent, at its address specified in Section 11.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 11.02 of the Credit Agreement. Delivery by telecopier or electronic mail of an executed counterpart of any amendment or waiver of any provision of this Agreement or of any Pledge Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

**SECTION 18. Continuing Security Interest; Assignments under the Credit Agreement.** This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the latest of (i) the payment in full in cash of the Secured Obligations (other than Obligations with respect to contingent indemnification obligations, FNIS Notes Obligations, Secured Hedging Obligations and Cash Management Obligations not yet due and payable) and the termination of the Commitments and (ii) the termination or expiration of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the L/C Issuer, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Secured Parties and their permitted respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and the Note or Notes, if any, held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 11.07 of the Credit Agreement.

**SECTION 19. Release; Termination.** (a) Upon any sale, lease, transfer or other disposition of any item of Collateral of any Grantor permitted by, and in accordance with, the terms of the Loan Documents to any Person other than a Loan Party or upon the effectiveness of any consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.11 of the Credit Agreement, the Lien created under this Agreement on such Collateral (but not on any Proceeds thereof) shall automatically terminate; *provided* that, with respect to any Collateral that is also subject to any Lien securing any Permitted Subordinated Indebtedness, the Lien created under this Agreement shall not terminate unless the Lien securing such Permitted Subordinated Indebtedness is (or is simultaneously) terminated. Upon the release of any Grantor (other than a Borrower) from its Guaranty, if any, in accordance with the terms of the Loan Documents, the Lien created under this Agreement on the Collateral of such Grantor shall automatically terminate and such Grantor shall automatically be released from its obligations hereunder. The Collateral Agent will, at such Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence any release of the Lien created under this Agreement on any Collateral pursuant to this Section 19(a); *provided* that such Grantor shall have delivered to the Collateral Agent a written request

therefor describing the item of Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, and a certificate of such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Collateral Agent may request. The Collateral Agent shall be authorized to rely on any such certificate without independent investigation.

(b) Upon the latest of (i) the payment in full in cash of the Secured Obligations (other than contingent indemnification obligations, FNIS Notes Obligations, Secured Hedging Obligations and Cash Management Obligations not yet due and payable) and the termination of the Commitments and (ii) the termination or expiration of all Letters of Credit or other provision therefor in full in a manner reasonably satisfactory to the L/C Issuer, the Lien on all Collateral created under this Agreement shall terminate and all rights to the Collateral shall revert to the applicable Grantor. Upon any such termination, the Collateral Agent will, at the applicable Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(c) If not already terminated pursuant to the other provisions of Section 19 hereof, the Liens granted hereunder to secure the FNIS Notes Obligations shall terminate with respect to any series of FNIS Notes at such time as the Liens granted hereunder to secure the other Secured Obligations are no longer subject to the requirement under the FNIS Notes Indenture to equally and ratably secure such FNIS Notes Obligations, whether as a result of the repayment in full of such series of FNIS Notes or otherwise. Upon any such termination, the Collateral Agent will, at the applicable Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

**SECTION 20. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

**SECTION 21. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC.** (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF

AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

**SECTION 22. Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Collateral Agent and the Secured Parties in order to carry out the intentions of the parties thereto as nearly as may be possible and (b) the invalidity or unenforceability of such provision in such jurisdiction shall not affect the validity or enforceability thereof in any other jurisdiction.

*[The remainder of this page is intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**FIDELITY NATIONAL  
INFORMATION SERVICES, INC.  
[NAMES OF SUBSIDIARY GUARANTORS]**

Each By: \_\_\_\_\_  
Name:  
Title:

**JPMORGAN CHASE BANK, N.A., as  
Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

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**TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION AND  
ORGANIZATIONAL IDENTIFICATION NUMBER**

<u>Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Organizational I.D. No.</u>
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PLEGGED EQUITY

<u>Grantor</u>	<u>Issuer</u>	<u>Class of Equity Interest</u>	<u>Par Value (if applicable)</u>	<u>Certificate No(s)</u>	<u>Number of Shares</u>	<u>Percentage of Outstanding Shares</u>
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**COLLATERAL DESCRIPTION**

The collateral covered by this financing statement includes all of Debtor's right, title and interest in and to all of the assets of the Debtor described below, whether now existing or hereafter from time to time acquired (collectively, the "**Collateral**"):

(a) All Equity Interests from time to time acquired, owned or held directly by such Grantor in any manner (the "**Pledged Equity**") and the certificates, if any, representing any such Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests; *provided* that no Grantor shall be required to pledge, and the terms "**Pledged Equity**" and "**Collateral**" used in this Agreement shall not include:

(A) Equity Interests entitled to vote (within the meaning of Treasury Regulation Section 1.956-2(c)(2) promulgated under the Code) ("**Voting Foreign Stock**") in any Foreign Subsidiary acquired, owned or otherwise held by such Grantor except to the extent that, when aggregated with all of the other shares of Voting Foreign Stock in such Foreign Subsidiary pledged by the Grantors, such pledge would not result in more than 65% of the shares of Voting Foreign Stock in such Foreign Subsidiary being pledged to the Collateral Agent, on behalf of the Secured Parties under this Agreement (except to the extent such Equity Interests are pledged to support obligations under any Permitted Subordinated Indebtedness); *provided further* that all of the shares of stock or units or other Equity Interests in such Foreign Subsidiary other than Voting Foreign Stock shall be pledged by such Grantor;

(B) Equity Interests of any Restricted Subsidiary which have been pledged to secure Indebtedness of such Grantor assumed in connection with a Permitted Acquisition that is secured by a Lien permitted by Section 7.01(p) of the Credit Agreement, but only for so long as such Lien is in effect;

(C) in the case of a Grantor that is a Foreign Subsidiary, Equity Interests of any Foreign Subsidiary that are held directly by such Grantor (except to the extent such Equity

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Interests are pledged to support obligations under any Permitted Subordinated Indebtedness);

(D) Equity Interests in any Joint Venture to the extent the grant of a security interest therein would constitute a violation of a valid and enforceable restriction pursuant to the constituent documents of such Joint Venture or any related shareholder or like agreement, unless and until all required consents shall have been obtained; *provided further* that the limitation set forth in this clause (D) shall not affect, limit, restrict or impair the grant by a Grantor of a security interest pursuant to this Agreement in any such Equity Interests to the extent that an otherwise applicable prohibition or restriction on such grant is rendered ineffective by the UCC;

(E) Equity Interests of any Restricted Subsidiary if the Administrative Agent reasonably determines that the costs of obtaining the security interest in such Equity Interests are unreasonably excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby; or

(F) so long as the eFunds Bonds remain outstanding, Equity Interests of any Subsidiary of eFunds; *provided further* that, within 30 days, or such longer period as the Administrative Agent may agree in its reasonable discretion, after all such bonds cease to be outstanding, such Equity Interests shall be required to be pledged pursuant to this Agreement; or

(G) (i) so long as the FNIS Notes remain outstanding, Equity Interests of any Subsidiary of the Company, to the extent that the grant of a security interest on the same would result in triggering additional financial reporting requirements under Rule 3-16 of Regulation S-X under the 1934 Act upon securing the FNIS Notes (as contemplated by the FNIS Notes Indenture, as in effect on the Amendment No. 1 Effective Date); *provided further* that, within 30 days, or such longer period as the Administrative Agent may agree in its reasonable discretion, after all such notes cease to be outstanding or any such Person ceases to be so classified and restricted, such Equity Interests shall be required to be pledged pursuant to this Agreement and (ii) if at any time any Equity Interests purported to be pledged under this Agreement would, if so pledged, result in triggering such additional financial reporting requirements, such pledge shall automatically be deemed to be void as to such Equity Interests (and, at the request of the Company, the Collateral Agent will confirm the same with respect to any such applicable Equity Interests); and

(b) all Proceeds of the Pledged Equity.

FORM OF PLEDGE AGREEMENT SUPPLEMENT

[Date of Pledge Agreement Supplement]

JPMorgan Chase Bank, N.A.,  
as the Collateral Agent for the  
Secured Parties referred to in the  
Credit Agreement referred to below

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement dated as of January 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Fidelity National Information Services, Inc., a Georgia corporation (the "**Company**"), certain subsidiaries of the Company (each, a "**Designated Borrower**" and, together with the Company, the "**Borrowers**" and, each, a "**Borrower**"), the lenders from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (the "**Collateral Agent**"), Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender and (ii) the Pledge Agreement dated as of \_\_\_\_\_, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge Agreement**") made by the Grantors from time to time party thereto in favor of the Collateral Agent for the Secured Parties. Terms defined in the Credit Agreement or the Pledge Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Pledge Agreement.

Section 1. *Grant of Security.* The undersigned hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to all of the Collateral of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Pledge Agreement.

Section 2. *Security for Obligations.* The grant of a security interest in the Collateral by the undersigned under this Pledge Agreement Supplement and the Pledge Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. *Supplements to Pledge Agreement Schedules.* The undersigned has attached hereto supplemental Schedules I through III to Schedules I through III, respectively, to the Pledge Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Pledge Agreement and are complete and correct in all material respects.

Section 4. *Representations and Warranties.* The undersigned hereby makes each representation and warranty set forth in Section 6 of the Pledge Agreement (as supplemented by the attached supplemental schedules) as of the date hereof.

Section 5. *Obligations Under the Pledge Agreement.* The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Pledge Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of and after the date first above written, that each reference in the Pledge Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

Section 6. *GOVERNING LAW.* THIS SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER AGREEMENT**

**THIS JOINDER AGREEMENT**, dated as of September 12, 2007 (this "**Joinder Agreement**"), by and among FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation (the "**Company**"), each lender listed on the signature pages hereto (each, a "**Joinder Lender**"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

**RECITALS:**

**WHEREAS**, reference is hereby made to the Credit Agreement, dated as of January 18, 2007 (as amended by Amendment No. 1 dated July 30, 2007 and effective as of the Amendment No. 1 Effective Date ("**Amendment No. 1**") and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as defined therein), by and among the Company, the Designated Borrowers from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender;

**WHEREAS**, the Company has advised the Joinder Lenders that the Company intends to undertake the eFunds Merger pursuant to which eFunds will become a wholly owned Subsidiary of the Company and, in connection therewith, the Company wishes to borrow Additional Term Loans in an aggregate principal amount of \$1,600,000,000;

**WHEREAS**, the Company, the Required Lenders and the Administrative Agent have approved amendments to the Credit Agreement pursuant to Amendment No. 1 to permit the Company to undertake the eFunds Merger and borrow such Additional Term Loans;

**WHEREAS**, pursuant to Section 2.16 of the Credit Agreement, the Company may request additional Term Commitments (and elect to create a new tranche of term loans in respect of such additional commitments), and may invite Eligible Assignees to become Term Lenders in respect of such commitments pursuant to a joinder agreement; and

**WHEREAS**, the Company has requested that the Joinder Lenders make Additional Term Loans under a new tranche of term loans in an aggregate principal amount of \$1,600,000,000.

**NOW, THEREFORE**, in consideration of the premises and agreements herein contained, the parties hereto agree as follows:

1. **Tranche B Term Commitments.** Subject to the terms and conditions set forth herein, each Joinder Lender party hereto severally agrees to make, on the Additional Commitments Effective Date (as defined below), a single loan under a new tranche of term loans (each, a "**Tranche B Term Loan**") in Dollars to the Company in an amount equal to the commitment amount set forth next to such Joinder Lender's name in

Schedule 1 hereto under the caption "Tranche B Term Commitment" (collectively, the "**Tranche B Term Commitments**"). For purposes hereof, any Lender that has a Tranche B Term Commitment or Tranche B Term Loan is referred to as a "**Tranche B Term Lender**" and this Joinder Agreement shall be deemed to be a "**Loan Document**" under the Credit Agreement.

2. **Applicable Margin.** The "**Applicable Margin**" for each Tranche B Term Loan shall mean, as of any date of determination, the following percentages per annum based upon the Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(b) of the Credit Agreement:

<b>Tranche B Term Loans</b>			
<b>Pricing Level</b>	<b>Leverage Ratio</b>	<b>Eurocurrency Rate</b>	<b>Base Rate</b>
1	≤1.0:1	1.625%	0.625%
2	>1.0:1	1.75%	0.75%

Any increase or decrease in the Applicable Margin resulting from a change in the Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(b); *provided* that at the option of the Administrative Agent or the Required Lenders, Pricing Level 2 shall apply (1) as of the first Business Day after the date on which a Compliance Certificate was required to have been delivered but was not delivered, and shall continue to so apply to and including the date on which such Compliance Certificate is so delivered (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply) and (2) as of the first Business Day after an Event of Default set forth in Section 8.01(a) or (f) shall have occurred and be continuing, and shall continue to so apply to but excluding the date on which such Event of Default is cured or waived (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply).

3. **Principal Payments.** The Company shall repay to the Administrative Agent for the ratable account of the Tranche B Term Lenders the aggregate principal amount of all Tranche B Term Loans outstanding in quarterly installments as follows (which installments shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.06(b)(iv)), each such payment to be made on or prior to the date specified below:

<b>Payment Date</b>	<b>Aggregate Tranche B Term Loan Principal Amortization Payment</b>
December 31, 2007	\$4,000,000
March 31, 2008	\$4,000,000
June 30, 2008	\$4,000,000
September 30, 2008	\$4,000,000

Payment Date	Aggregate Tranche B Term Loan Principal Amortization Payment
December 31, 2008	\$ 4,000,000
March 31, 2009	\$ 4,000,000
June 30, 2009	\$ 4,000,000
September 30, 2009	\$ 4,000,000
December 31, 2009	\$ 4,000,000
March 31, 2010	\$ 4,000,000
June 30, 2010	\$ 4,000,000
September 30, 2010	\$ 4,000,000
December 31, 2010	\$ 4,000,000
March 31, 2011	\$ 4,000,000
June 30, 2011	\$ 4,000,000
September 30, 2011	\$ 4,000,000
December 31, 2011	\$ 4,000,000
March 31, 2012	\$ 4,000,000
June 30, 2012	\$ 4,000,000
September 30, 2012	\$ 4,000,000
December 31, 2012	\$ 4,000,000
March 31, 2013	\$ 4,000,000
June 30, 2013	\$ 4,000,000
September 30, 2013	\$ 4,000,000
Maturity Date (as defined below)	\$1,504,000,000

provided that the final principal repayment installment of the Tranche B Term Loans shall be repaid on the Maturity Date and in any event shall be in an amount equal to the aggregate principal amount of all Tranche B Term Loans outstanding on such date.

4. **Voluntary and Mandatory Prepayments.** Scheduled installments of principal of the Tranche B Term Loans set forth above shall be reduced in connection with any optional or mandatory prepayments of the Tranche B Term Loans in accordance with Section 2.06 of the Credit Agreement.

5. **Maturity Date.** The Tranche B Term Loans will mature and be payable in full on January 18, 2014 (the “**Maturity Date**”).

6. **New Lenders.** To the extent not already a Lender under the Credit Agreement, each Joinder Lender party hereto acknowledges and agrees that upon its execution of this Joinder Agreement and the making of Tranche B Term Loans that such Joinder Lender shall become a “Lender” under, and for all purposes of, the Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof (as modified by the provisions of this Joinder Agreement), and shall perform all the obligations of and shall have all rights of a Lender thereunder (as modified by the provisions of this Joinder Agreement).

7. **Confirmations and Agreements.** Each Joinder Lender party hereto (i) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 of the Credit Agreement and such other documents and information as it has deemed appropriate to

make its own credit analysis and decision to enter into this Joinder Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender or Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

8. **Credit Agreement Governs.** Except as set forth in this Joinder Agreement, the Tranche B Term Loans shall otherwise be subject to the provisions of the Credit Agreement and the other Loan Documents that apply to "Term Loans" thereunder.

9. **Eligible Assignee.** By execution of this Joinder Agreement, each Joinder Lender party hereto represents and warrants that it is an Eligible Assignee, it being understood and agreed that any consent of the Company or the Administrative Agent as may be required by the Credit Agreement under the definition of "Eligible Assignee" shall be deemed to have been given by the Company and the Administrative Agent.

10. **Notice.** For purposes of the Credit Agreement, the initial notice address of each Joinder Lender party hereto shall be as set forth below its signature below.

11. **Foreign Lenders.** On or prior to the date which is ten Business Days after the Additional Commitments Effective Date, each Joinder Lender that is a Foreign Lender shall deliver to the Administrative Agent such documentation that is required to be delivered by it pursuant to Section 11.16 of the Credit Agreement, duly completed and executed by such Lender.

12. **Recordation of the Tranche B Term Loans.** Upon execution and delivery hereof, the Administrative Agent will record the Tranche B Term Loans made by the Tranche B Term Lenders in the Register.

13. **Company's Representations and Warranties.** The Company hereby represents and warrants to the Lenders and the Administrative Agent as follows:

- (a) *Authorization; No Contravention.* The execution, delivery and performance by the Company of this Joinder Agreement are (i) within the Company's corporate or other powers, (ii) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (iii) do not and will not (A) contravene the terms of any of the Company's Organization Documents, (B) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any payment to be made under any (1) documentation governing any Permitted Subordinated Indebtedness, (2) any other Contractual

Obligation to which the Company is a party or affecting the Company or the properties of the Company or any of its Subsidiaries or (3) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which the Company or its property is subject; or (C) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (B) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(b) *Binding Effect.* This Joinder Agreement has been duly executed and delivered by the Company. This Joinder Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

**14. Conditions to Effectiveness of Joinder Agreement.** This Joinder Agreement shall become effective upon the satisfaction of the following conditions (the "**Additional Commitments Effective Date**"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals, or electronic copies or facsimiles followed promptly by originals (unless otherwise specified):

(i) executed counterparts of this Joinder Agreement from the Company and each Joinder Lender party hereto;

(ii) a guaranty substantially in the form of Exhibit G to the Credit Agreement (either directly or via a guaranty supplement) or such other form of guaranty or guaranty supplement to guarantee the Guaranteed Obligations in form and substance reasonably satisfactory to the Administrative Agent and the Company, duly executed by eFunds, it being agreed that for so long as the eFunds Bonds are outstanding, eFunds shall guarantee such obligations only up to an amount that is permitted by the indenture governing the eFunds Bonds;

(iii) executed counterparts of the Subsidiary Guaranty Amendment (as defined in Amendment No. 1) and the Company Supplemental Agreement (together with all schedules contemplated thereby, which schedules shall be reasonably satisfactory to the Administrative Agent);

(iv) the Pledge Agreement, duly executed by each Loan Party together with:

(A) certificates representing any certificated Pledged Equity referred to therein accompanied by undated stock powers executed in blank,

(B) a completed Perfection Certificate in the form attached as Annex B to Amendment No. 1 (and set forth for ease of reference in the annex attached hereto as Annex B) dated the Additional Commitments Effective Date and executed by a Responsible Officer of each Loan Party (or such other form as may be reasonably acceptable to the Administrative Agent); and

(C) evidence reasonably satisfactory to the Administrative Agent that the Liens (if any) indicated on a lien search with respect to each Loan Party in the jurisdiction where such Loan Party is located (within the meaning of Section 9-307 of the Uniform Commercial Code as in effect in the State of New York) either (1) with respect to the Company and its subsidiaries existing prior to the time of the eFunds Merger, are permitted by Section 7.01 or (2) with respect to eFunds and its subsidiaries existing at the time of the eFunds Merger, are disclosed on the schedules to the eFunds Merger Agreement or are otherwise permitted to exist by the eFunds Merger Agreement without giving the Company the right to refuse to close on the eFunds Merger as a result of the existence of such Liens;

(v) evidence (in form reasonably satisfactory to the Administrative Agent) of the identity, authority and capacity of each Responsible Officer of each Loan Party executing this Joinder Agreement, the Subsidiary Guaranty Amendment or Subsidiary Guaranty, the Company Supplemental Agreement or any Collateral Document on the Additional Commitments Effective Date;

(vi) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, validly existing, in good standing and qualified to engage in business in its jurisdiction of organization;

(vii) opinions of counsel to the Company addressed to each Agent and each Lender (including each Joinder Lender) providing legal opinions substantially similar to those set forth on Annex C to Amendment No. 1 (with standard exceptions and qualifications reasonably acceptable to the Administrative Agent) and set forth for ease of reference in the annex attached hereto as Annex B;

(viii) a certificate signed by a Responsible Officer of the Company certifying as to the satisfaction of the conditions set forth in Section 14(g) and (h) of this Joinder Agreement;

(ix) a certificate attesting to the Solvency of the Company and the Restricted Subsidiaries (taken as a whole) after giving effect to the eFunds Transactions, this Joinder Agreement, Amendment No. 1 and each of the other transactions contemplated to occur on the Additional Commitments Effective Date from the chief financial officer, treasurer or assistant treasurer of the Company; and

(x) copies (certified to be true and complete by the Company) of any amendments to the eFunds Merger Agreement and the disclosure schedules thereto.

(b) All conditions to the effectiveness of Amendment No. 1 shall have been (or substantially concurrently) satisfied.

(c) All fees and expenses required to be paid on or before the Additional Commitments Effective Date shall have been paid in full in cash.

(d) The eFunds Merger Agreement and any material agreement relating thereto shall not have been altered, amended or otherwise changed or supplemented in a manner material and adverse to the Lenders or any condition therein waived in a manner material and adverse to the Lenders, in each case without the consent of the Arrangers (which shall not be unreasonably withheld or delayed). The eFunds Merger shall have been consummated, or substantially concurrently consummated, in accordance with the terms of the eFunds Merger Agreement.

(e) There shall not have occurred between December 31, 2006 and the Additional Commitments Effective Date any event, occurrence, change, state of circumstances or condition which, individually or in the aggregate has had or is reasonably likely to have a "Material Adverse Effect" (as defined in the eFunds Merger Agreement and set forth for ease of reference in the annex attached hereto as Annex A).

(f) The Joinder Lenders shall have received (i) audited consolidated financial statements of eFunds for the fiscal year ended December 31, 2006 and (ii) such financial information for periods ending after December 31, 2006 as shall be publicly available prior to the Additional Commitments Effective Date (or as may be otherwise delivered to the Company pursuant to the eFunds Merger Agreement). The Joinder Lenders shall have received pro forma consolidated financial statements as to the Company and its Subsidiaries, and forecasts of balance sheets, income statements and cash flow statements on a quarterly basis for the first year following the Additional Commitments Effective Date and on an annual basis for each year thereafter until the Maturity Date.

(g) The representations and warranties of the Company contained in Section 13 of this Joinder Agreement and the representations and warranties of the Company and each other Borrower contained in Article 5 of the Credit

Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Additional Commitments Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided* that the only representations involving eFunds and its Subsidiaries, the making of which shall be a condition to the effectiveness of this Joinder Agreement, shall be (A) the representations and warranties made by or with respect to eFunds or its Subsidiaries in the eFunds Merger Agreement as are material to the interests of Lenders, but only to the extent that the Company has the right to terminate its obligations under the eFunds Merger Agreement as a result of a breach of such representations and warranties in the eFunds Merger Agreement and (B) the representations and warranties set forth in Sections 5.02 (other than clause (c)(ii) thereof), 5.04, 5.12 and 5.15 of the Credit Agreement.

(h) Subject to clause (g) above, no Default shall exist with respect to the Company and its Subsidiaries at the time of, or after giving effect to, Amendment No. 1 and the eFunds Transactions (including, without limitation, the borrowing of Tranche B Term Loans).

**15. Amendment, Modification and Waiver.** This Joinder Agreement may not be amended, modified or waived except in accordance with Section 2.16(f) or Section 11.01 of the Credit Agreement.

**16. Entire Agreement.** This Joinder Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

**17. Governing Law.**

(a) THIS JOINDER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS JOINDER AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS JOINDER AGREEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY

ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS JOINDER AGREEMENT OR OTHER DOCUMENT RELATED THERETO.

18. **Waiver of Right to a Trial by Jury.** EACH PARTY TO THIS JOINDER AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS JOINDER AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS JOINDER AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS JOINDER AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 18 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

19. **Severability.** If any provision of this Joinder Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Joinder Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. **Counterparts.** This Joinder Agreement may be executed in one ore more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a signature page to this Joinder Agreement shall be effective as delivery of an original executed counterpart of this Joinder Agreement. The Agents may also require that any such documents and signatures delivered by telecopier be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder Agreement as of the day and year first above written.

JPMorgan Chase Bank, N.A.

By: /s/ TINA L. RUYTER

Name: Tina L. Ruyter

Title: Vice President

Bank of America, N.A.

By: /s/ KIPLING DAVIS

Name: Kipling Davis

Title: Senior Vice President

Wachovia Bank, N.A.

By: /s/ RIT N. AMIN

Name: Rit N. Amin

Title: Director

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FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ MICHAEL E. SAX

Name: Michael E. Sax

Title: Senior Vice President and Treasurer

Consented to by:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: /s/ TINA L. RUYTER

Name: Tina L. Ruyter

Title: Vice President, JPMorgan Chase Bank

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ANNEX A

**Definition of “Material Adverse Effect” in eFunds Merger Agreement**

“**Material Adverse Effect**” means any material adverse change in or effect on the business, financial condition, assets, liabilities or results of operations of the eFunds and its Subsidiaries taken as a whole, other than any change or effect arising out of or resulting from (a) a decrease in the market price of shares of eFunds Common Stock (provided that any underlying cause of such decline may be considered in determining whether there may be a Material Adverse Effect), (b) general political, economic or business conditions globally or in the United States or any country or region in which eFunds does business or any changes therein, (c) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, (d) changes in general legal, tax or regulatory conditions in the United States or any other countries or regions in which eFunds does business, (e) changes in U.S. GAAP or authoritative interpretations thereof, and changes in applicable law and related rules or regulations, (f) acts of war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, sabotage or terrorism or other international or national calamity or any material worsening of such conditions threatened or existing as of the date of this Agreement, (g) any change or effect generally affecting the industries or business segments in which eFunds operates, (h) any hurricane, earthquake, flood, or other natural disasters or acts of God, (i) the announcement of the eFunds Merger Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, vendors, lenders, investors, joint venture partners or employees (but not any litigation resulting from such announcement), (j) any action by the Company or any of its Affiliates prior to the date of the eFunds Merger Agreement or (k) any action or omission by eFunds at the request or direction of the Company, provided that any change or effect arising out of or resulting from the matters described in items (b) through (h) of this definition shall not be excluded to the extent that such change or effect disproportionately affects eFunds as compared to the majority of persons engaged in the industries in which eFunds operates.

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ANNEX B

PERFECTION CERTIFICATE

Reference is made to the Credit Agreement dated as of January 18, 2007 (as amended by Amendment No. 1, dated July 30, 2007 and effective as of the Amendment Effective Date ("Amendment No. 1")), and as otherwise amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Fidelity National Information Services, Inc. (the "Company"), certain Subsidiaries of the Company party thereto (each, a "Designated Borrower" and, together with the Company, the "Borrowers" and, each, a "Borrower"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), Swing Line Lender and L/C Issuer, and Bank of America, N.A., as Swing Line Lender.

Each of the undersigned (each a "Grantor"), hereby certifies the following (with respect to itself) to the Administrative Agent and each other Secured Party as follows:

1. Set forth in columns 1, 2, 3 and 4, respectively, of Schedule 1 hereto is the current exact legal name of each Grantor, as well as its type of legal entity (and any change in such type since August 1, 2002), its jurisdiction of organization (and any change in such jurisdiction since August 1, 2006), and, if applicable, any organizational identification number issued to such Grantor by such jurisdiction.
2. Set forth in column 5 of Schedule 1 hereto is each other legal name that has been used by each Grantor since August 1, 2002 (excluding the names of any legal entities that have been merged or consolidated into Grantor).
3. Set forth in column 6 of Schedule 1 hereto, is the legal name of each other entity that has been merged or consolidated into the Grantor since: (i) August 1, 2002, if the entity merged or consolidated into the Grantor was organized under the laws of the same jurisdiction as the Grantor; and (ii) August 1, 2006, if the entity merged or consolidated into the Grantor was organized under the laws of a jurisdiction different than that of the Grantor (and in which case such different jurisdiction is also listed).
4. Set forth in column 7 of Schedule 1 hereto, is the legal name of each entity (and its jurisdiction of organization) in regard to which all, or substantially all, of its assets were acquired by the Grantor (other than through a merger or consolidation) since August 1, 2002.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate as of \_\_\_\_\_, 2007.

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[Signature blocks for all Grantors to be added]

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**ANNEX B**  
**SCHEDULE 1**

(1)	(2)	(3)	(4)	(5)	(6)	(7)
<u>Grantor Name</u>	<u>Entity Type<sup>1</sup></u>	<u>Jurisdiction of Organization</u>	<u>Organizational ID Number</u>	<u>Prior Names</u>	<u>Mergers and Consolidations</u>	<u>Asset Acquisitions</u>

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<sup>1</sup> Entity Types: corporation (C); limited liability company (LLC); general partnership (GP); and limited partnership (LLP).

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**ANNEX B**

**OPINIONS**

1. Each of the Loan Parties is a [corporation, limited liability company or limited partnership (as applicable)] validly existing under the laws of the \_\_\_\_\_. The opinion in the immediately preceding sentence is based solely upon review of copies of certificates issued by the \_\_\_\_\_ of the State of \_\_\_\_\_ for each of the Loan Parties, and is limited to the meaning ascribed to such certificates by the State of \_\_\_\_\_ and to the status of each of the Loan Parties on the date of the certificate relating to it.
  2. Each of the Loan Parties has the [corporate, limited liability company or limited partnership (as applicable)] power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder.
  3. Each of the Loan Parties has duly authorized the execution and delivery of the Loan Documents to which it is a party and the performance of its obligations thereunder.
  4. The execution and delivery by each of the Loan Parties of each Loan Document to which it is a party does not, and if each of the Loan Parties were now to perform its obligations thereunder such performance would not, result in any violation of the Organizational Documents of the Loan Parties or the [applicable organizational statute].
  5. The Loan Parties have executed and delivered the Loan Documents to which they are parties.
  6. Each of the Loan Documents to which a Loan Party is a party constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms.
  7. The execution and delivery by each Loan Party of the Loan Documents to which it is a party and the performance by such Loan Party of its obligations thereunder (if such Loan Party were to perform its obligations on the date hereof) do not: (i) constitute a default under or violate any of the terms, conditions or provisions of any document, agreement or other instrument identified on Schedule A hereto; (ii) violate any applicable [State] or federal law or regulation which, in our experience, is typically applicable to [corporations, limited liability companies, or limited partnerships (as applicable)] in relation to transactions of the type contemplated by the Loan Documents; (iii) violate any judgment, writ,
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injunction, decree, order or ruling of any court or governmental authority binding on any Loan Party named therein of which we have knowledge; or (iv) result in or require the creation or imposition of any Lien on any asset of any Loan Party under any of the documents, agreements and other instruments identified on Schedule A hereto .

8. No consent, approval, waiver, license or authorization or other action by or filing with any [State] or federal governmental authority is required in connection with the execution and delivery by any Loan Party of the Loan Documents to which it is a party or the performance by any Loan Party of its obligations thereunder on the date hereof, except for those already obtained and in full force and effect.
  9. No Loan Party is an "investment company" and none of the Loan Parties is a company controlled by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
  10. The making of the Credit Extensions under the Credit Agreement, and the use of proceeds thereof, do not violate Regulations T, U or X of the Board of Governors of the Federal Reserve System.
  11. The Pledge Agreement is effective to create, in favor of the Collateral Agent for the benefit of the Secured Parties, as security for the Secured Obligations, a valid security interest (the "Article 9 Security Interest") in the right, title and interest of each Loan Party executing such Pledge Agreement as a "grantor" in that portion of the Collateral (as defined in the Pledge Agreement) described therein in which a security interest may be created pursuant to Article 9 of the Uniform Commercial Code (the "Article 9 Collateral") as in effect in the [State] on the date hereof (the "UCC").
  12. To the extent that the filing of a Uniform Commercial Code financing statement in the [State] is effective under the UCC to perfect a security interest in the Article 9 Collateral, the Article 9 Security Interest in the Article 9 Collateral will be perfected upon the filing of Uniform Commercial Code financing statements in the forms attached hereto as Exhibit A (the "Financing Statements") in the filing office located in the [State] that is indicated thereon.
  13. Assuming that the certificates evidencing the "Pledged Equity" specifically listed on Schedule II to the Pledge Agreement (in either bearer form or registered form), in each case indorsed by an appropriate person in blank or accompanied by instruments of transfer or assignment in blank duly executed by an appropriate person, have been delivered on or prior to the date hereof to the Collateral Agent, and have been continuously held by the Collateral Agent since such delivery, in each case in the [State], then, on the
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date hereof: (i) such security interest is perfected; (ii) the Collateral Agent has, for the benefit of the Secured Parties, control (within the meaning of Section 8-106 of the UCC) of such Pledged Equity; and (iii) assuming the absence of notice of any adverse claim (as defined in Sections 8-102(a)(1) and 8-105 of the UCC) thereto on the part of any Secured Party, the Collateral Agent will be a protected purchaser (within the meaning of Section 8-303(a) of the UCC) of such security interest in such Pledged Equity.

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**SCHEDULE 1**

<b>Name of Lender</b>	<b>Tranche B Term Commitment</b>
JPMorgan Chase Bank, N.A.	\$ 640,000,000
Bank of America, N.A.	\$ 640,000,000
Wachovia Bank, National Association	\$ 320,000,000
Total:	\$1,600,000,000

## CERTIFICATIONS

I, Lee A. Kennedy, 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: August 5, 2009

By: /s/ LEE A. KENNEDY

\_\_\_\_\_  
Lee A. Kennedy  
President and Chief Executive Officer

## CERTIFICATIONS

I, George P. Scanlon, 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: August 5, 2009

By: /s/ GEORGE P. SCANLON

George P. Scanlon  
Executive Vice President and Chief Financial Officer

**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: August 5, 2009

/s/ LEE A. KENNEDY

Lee A. Kennedy  
Chief Executive Officer

**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: August 5, 2009

By: /s/ GEORGE P. SCANLON

George P. Scanlon

Chief Financial Officer