

United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): March 2, 2021

Fidelity National Information Services, Inc.

(Exact name of Registrant as Specified in its Charter)

1-16427
(Commission
File Number)

Georgia
(State or Other Jurisdiction of
Incorporation or Organization)

37-1490331
(IRS Employer
Identification Number)

601 Riverside Avenue
Jacksonville, Florida 32204
(Address of Principal Executive Offices)

(904) 438-6000
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	FIS	New York Stock Exchange
Floating Rate Senior Notes due 2021	FIS21B	New York Stock Exchange
0.125% Senior Notes due 2021	FIS21C	New York Stock Exchange
1.700% Senior Notes due 2022	FIS22B	New York Stock Exchange
0.125% Senior Notes due 2022	FIS22C	New York Stock Exchange
0.750% Senior Notes due 2023	FIS23A	New York Stock Exchange
1.100% Senior Notes due 2024	FIS24A	New York Stock Exchange
2.602% Senior Notes due 2025	FIS25A	New York Stock Exchange
0.625% Senior Notes due 2025	FIS25B	New York Stock Exchange
1.500% Senior Notes due 2027	FIS27	New York Stock Exchange
1.000% Senior Notes due 2028	FIS28	New York Stock Exchange
2.250% Senior Notes due 2029	FIS29	New York Stock Exchange
2.000% Senior Notes due 2030	FIS30	New York Stock Exchange
3.360% Senior Notes due 2031	FIS31	New York Stock Exchange
2.950% Senior Notes due 2039	FIS39	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry Into a Material Definitive Agreement.*Closing of Senior Notes Offering*

On March 2, 2021, Fidelity National Information Services, Inc. (“FIS”) completed the issuance and sale of its previously announced offering of senior notes, consisting of \$750,000,000 in aggregate principal amount of 0.375% Senior Notes due 2023 (the “2023 Notes”), \$750,000,000 in aggregate principal amount of 0.600% Senior Notes due 2024 (the “2024 Notes”), \$1,250,000,000 in aggregate principal amount of 1.150% Senior Notes due 2026 (the “2026 Notes”), \$750,000,000 in aggregate principal amount of 1.650% Senior Notes due 2028 (the “2028 Notes”), \$1,250,000,000 in aggregate principal amount of 2.250% Senior Notes due 2031 (the “2031 Notes”) and \$750,000,000 in aggregate principal amount of 3.100% Senior Notes due 2041 (the “2041 Notes” and, collectively with the 2023 Notes, the 2024 Notes, the 2026 Notes, the 2028 Notes and the 2031 Notes, the “Senior Notes”).

The sale of the Senior Notes was made pursuant to the terms of an Underwriting Agreement, dated February 23, 2021, with J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and U.S. Bancorp Investments, Inc., as representatives of the several underwriters named therein, a copy of which was previously filed as Exhibit 1.1 to FIS’ Current Report on Form 8-K filed with the Securities and Exchange Commission (the “Commission”) on February 26, 2021.

The Senior Notes were issued pursuant to an Indenture, dated as of April 15, 2013 (the “Base Indenture”), among FIS, certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as supplemented by the Thirtieth Supplemental Indenture thereto with respect to the 2023 Notes (attached hereto as Exhibit 4.1 and incorporated herein by reference), dated as of March 2, 2021, between FIS and the Trustee, as supplemented by the Thirty-First Supplemental Indenture thereto with respect to the 2024 Notes (attached hereto as Exhibit 4.2 and incorporated herein by reference), dated as of March 2, 2021, between FIS and the Trustee, as supplemented by the Thirty-Second Supplemental Indenture thereto with respect to the 2026 Notes (attached hereto as Exhibit 4.3 and incorporated herein by reference), dated as of March 2, 2021, between FIS and the Trustee, as supplemented by the Thirty-Third Supplemental Indenture thereto with respect to the 2028 Notes (attached hereto as Exhibit 4.4 and incorporated herein by reference), dated as of March 2, 2021, between FIS and the Trustee, as supplemented by the Thirty-Fourth Supplemental Indenture thereto with respect to the 2031 Notes (attached hereto as Exhibit 4.5 and incorporated herein by reference), dated as of March 2, 2021, between FIS and the Trustee, and as supplemented by the Thirty-Fifth Supplemental Indenture thereto with respect to the 2041 Notes (attached hereto as Exhibit 4.6 and incorporated herein by reference), dated as of March 2, 2021, between FIS and the Trustee.

The Senior Notes were offered and sold pursuant to the automatically effective Registration Statement on Form S-3ASR (File No. 333-232920) of FIS filed with the Commission on July 31, 2019, as supplemented by a preliminary prospectus supplement dated February 23, 2021 filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act of 1933 (the “Securities Act”) on February 23, 2021, a free writing prospectus dated February 23, 2021 filed with the Commission pursuant to Rule 433 under the Securities Act on February 24, 2021, and a final prospectus supplement dated February 23, 2021 filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act on February 25, 2021.

Item 8.01. Other Events.*Opinion Letters*

A copy of the opinion letter of Willkie Farr & Gallagher LLP relating to the validity of the Senior Notes is filed as Exhibit 5.1 hereto, and a copy of the opinion letter of Nelson Mullins Riley & Scarborough LLP concerning legal matters related to Georgia law in respect of the Senior Notes is filed as Exhibit 5.2 hereto.

Item 9.01. Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Thirtieth Supplemental Indenture, dated as of March 2, 2021
4.2	Thirty-First Supplemental Indenture, dated as of March 2, 2021
4.3	Thirty-Second Supplemental Indenture, dated as of March 2, 2021
4.4	Thirty-Third Supplemental Indenture, dated as of March 2, 2021
4.5	Thirty-Fourth Supplemental Indenture, dated as of March 2, 2021
4.6	Thirty-Fifth Supplemental Indenture, dated as of March 2, 2021
4.7	Form of Senior Note (included as Exhibit A to Exhibit 4.1 above)
4.8	Form of Senior Note (included as Exhibit A to Exhibit 4.2 above)
4.9	Form of Senior Note (included as Exhibit A to Exhibit 4.3 above)
4.10	Form of Senior Note (included as Exhibit A to Exhibit 4.4 above)
4.11	Form of Senior Note (included as Exhibit A to Exhibit 4.5 above)
4.12	Form of Senior Note (included as Exhibit A to Exhibit 4.6 above)
5.1	Legal Opinion of Willkie Farr & Gallagher LLP, dated March 2, 2021
5.2	Legal Opinion of Nelson Mullins Riley & Scarborough LLP, dated March 2, 2021
23.1	Consent of Willkie Farr & Gallagher LLP, dated March 2, 2021 (included in Exhibit 5.1 above)
23.2	Consent of Nelson Mullins Riley & Scarborough LLP, dated March 2, 2021 (included in Exhibit 5.2 above)
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURE

Pursuant to the requirements 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: March 2, 2021

Fidelity National Information Services, Inc.

By: /s/ Marc M. Mayo
Name: Marc M. Mayo
Title: Corporate Executive Vice President and Chief Legal Officer

THIRTIETH SUPPLEMENTAL INDENTURE

THIRTIETH SUPPLEMENTAL INDENTURE (this “**Thirtieth Supplemental Indenture**”), dated as of March 2, 2021, between Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), and The Bank of New York Mellon Trust Company, N.A., a national banking association (the “**Trustee**”).

WHEREAS, the Company, certain other parties thereto and the Trustee entered into an Indenture (the “**Base Indenture**”), dated as of April 15, 2013, pursuant to which the Company may issue Securities from time to time;

WHEREAS, the Company proposes to issue and establish a new series of Securities in accordance with Section 3.1 of the Base Indenture pursuant to this Thirtieth Supplemental Indenture (the Base Indenture, as supplemented and amended by this Thirtieth Supplemental Indenture, the “**Indenture**”); and

WHEREAS, all things necessary to make this Thirtieth Supplemental Indenture the legal, valid and binding obligation of the Company have been done.

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.* Capitalized terms used herein without definition shall have the respective meanings given them in the Base Indenture, *provided* that references to “this Indenture”, “herein”, “hereof” and “hereunder” and other words of a similar import in the Base Indenture shall be deemed to be a reference to the Base Indenture as supplemented and amended by this Thirtieth Supplemental Indenture. Any references to “Article” or “Section” herein shall be a reference to an article or section of this Thirtieth Supplemental Indenture unless expressly specified otherwise. For purposes of this Thirtieth Supplemental Indenture, the following terms shall have the meanings specified below, notwithstanding any contrary definition in the Base Indenture.

“**Below Investment Grade Rating Event**” means the rating on the Notes (as hereinafter defined) is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any Rating Agency).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company and its Subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding voting stock of the Company or such other entity is converted into or exchanged for cash, securities or other property (except when voting stock of the Company constitutes, or is converted into, or exchanged for, at least a majority of the voting stock of the surviving person).

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes.

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date:

- (i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; or
- (ii) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of such Reference Treasury Dealer Quotations; or
- (iii) if the Company obtains only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fitch” means Fitch Ratings, Inc. and any successor to its rating agency business.

“Independent Investment Banker” means one of the Reference Treasury Dealers or its successor selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, respectively.

“Rating Agencies” means each of Fitch, Moody’s and S&P, so long as such entity makes a rating of the Notes publicly available; *provided, however,* if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of the Company, the Company shall be allowed to designate a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(e)(2)(vi)(F) under the Exchange Act (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for the agency that ceased to make such a rating publicly available. For the avoidance of doubt, failure by the Company to pay rating agency fees to make a rating of the Notes shall not be a “reason outside of the control of the Company” for the purposes of the preceding sentence.

“Reference Treasury Dealers” means each of: (i) J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and a Primary Treasury Dealer (as defined below) selected by U.S. Bancorp Investments, Inc. (or their respective successors) and (ii) two additional primary U.S. government securities dealers (a **“Primary Treasury Dealer”**) selected by the Company. If any of the foregoing ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer in its place.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“S&P” means Standard & Poor’s Global Ratings, a division of S&P Global Inc.

“Treasury Rate” means, with respect to any Redemption Date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after March 1, 2023, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), (2) if the period from the Redemption Date to March 1, 2023 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or (3) if such release (or any successor release) is not published during

the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity, computed as of the third Business Day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the Comparable Treasury Price for the Redemption Date.

Section 1.02. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the definitions of “Affiliate”, “Credit Agreement”, “Credit Facilities”, “Eligible Cash Equivalents” and “Guarantors” as they appear in Section 1.1 thereof to read as follows:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Credit Agreement**” means the Seventh Amended and Restated Credit Agreement, dated as of September 21, 2018, among the Company, J.P. Morgan Chase Bank, N.A., as administrative agent, and various financial institutions and other persons from time to time party thereto, as amended by that certain Amendment Agreement, dated as of March 29, 2019, that certain Second Amendment Agreement, dated as of April 5, 2019, that certain Third Amendment and Joinder Agreement, dated as of May 29, 2019, and as may be further amended, supplemented, or modified from time to time after the date thereof.

“**Credit Facilities**” means one or more credit facilities (including the Credit Agreement) with banks or other lenders providing for revolving loans or term loans or the issuance of letters of credit or bankers’ acceptances or the like.

“**Eligible Cash Equivalents**” means any of the following: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) maturing not more than one year after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (ii) time deposits in and certificates of deposit of any Eligible Bank (or in any other financial institution to the extent the amount of such deposit is within the limits insured by the Federal Deposit Insurance Corporation), *provided* that such investments have a maturity date not more than two years after the date of acquisition and that the average life of all such investments is one year or less from the respective dates of acquisition; (iii) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (i) above or clause (iv) below entered into with any Eligible Bank or securities dealers of recognized national standing; (iv) direct obligations issued by any state of the United States or any political subdivision or public instrumentality thereof, *provided* that such investments mature, or are subject to tender at the option of the holder

thereof, within 365 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement) and, at the time of acquisition, have 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 equivalent ratings by any other nationally recognized rating agency); (v) commercial paper of any Person other than an Affiliate of the Company and other than structured investment vehicles, *provided* that such investments have a rating of at least A-2 or P-2 from either S&P or Moody’s and mature within 180 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (vi) overnight and demand deposits in and bankers’ acceptances of any Eligible Bank and demand deposits in any bank or trust company to the extent insured by the Federal Deposit Insurance Corporation against the Bank Insurance Fund; (vii) money market funds (and shares of investment companies that are registered under the Investment Company Act of 1940) substantially all of the assets of which comprise investments of the types described in clauses (i) through (vi); (viii) United States dollars, or money in other currencies received in the ordinary course of business; (ix) asset-backed securities and corporate securities that are eligible for inclusion in money market funds; (x) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody’s; provided such investments will not be considered Eligible Cash Equivalents to the extent that the aggregate amount of investments by the Company and its Subsidiaries in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody’s exceeds 20% of the aggregate amount of their investments in fixed maturity securities; and (xi) instruments equivalent to those referred to in clauses (i) through (vi) above or funds equivalent to those referred to in clause (vii) above denominated in Euros or any other foreign currency customarily used by corporations for cash management purposes in jurisdictions outside the United States to the extent advisable in connection with any business conducted by the Company or any Subsidiary, all as determined in good faith by the Company.

“**Guarantors**” means, subject to Section 12.7, any Subsidiaries that become Guarantors pursuant to Section 9.9.

Section 1.03. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 9.9 to read as follows:

“Section 9.9. *Guarantees*. If this Section 9.9 is specified as applicable to the Securities of a series pursuant to Section 3.1, the Company will cause each of its wholly-owned Subsidiaries that is formed or otherwise incorporated in the United States or a state thereof or the District of Columbia that guarantees or becomes a co-obligor in respect of any Debt of the Company under the Credit Facilities after the initial issue date of the Securities of such series to enter into a supplemental indenture in the form of Exhibit A (which shall not be required to be signed by the other then-existing Guarantors) or as otherwise specified with respect to the Securities of such series pursuant to which such Subsidiary shall agree to guarantee the Securities of such series on the terms set forth in Article 12 hereof or on such other terms as are specified as applicable to such series pursuant to Section 3.1. Any such additional Guarantor shall be subject to release from such Guarantee under the circumstances set forth in Section 12.7 or as otherwise specified with respect to such Securities.”

Section 1.04. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 12.7(2) thereof to read as follows:

“(2) at any time that such Guarantor is released from all of its obligations (other than contingent indemnification obligations that may survive such release) as a guarantor or co-obligor of all Debt of the Company under the Credit Facilities except a discharge by or as a result of payment under such guarantee;”.

Section 1.05. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.3 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, if fewer than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee shall select, by lot, the Securities of the series to be redeemed; provided, that with respect to Securities issued in global form, beneficial interests therein shall be selected for redemption by the Depository therefor in accordance with its standard procedures.”

Section 1.06. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.4 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not more than 60 days nor less than 15 days prior to the Redemption Date to the Holders of the Securities to be redeemed.”

Section 1.07 The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 4.6(c) and Section 4.6(d) thereof to read as follows:

“(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.”

ARTICLE 2
THE NOTES

There is hereby established a new series of Securities with the following terms:

Section 2.01. *Title; Nature.* Pursuant to the terms hereof and Sections 2.1, 3.1 and 3.3 of the Base Indenture, the Company hereby creates a series of Securities designated as the “0.375% Senior Notes due 2023” (the “Notes”), which shall be deemed “Securities” for all purposes under the Base Indenture. The CUSIP Number of the Notes shall be 31620MBP0.

Section 2.02. *Principal Amount.* The limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 3.4, 3.5, 3.6, 8.6 or 10.7 of the Base Indenture or Section 2.08 of this Thirtieth Supplemental Indenture and except (i) for any Notes which, pursuant to Section 3.3 of the Base Indenture, are deemed never to have been authenticated and delivered thereunder and (ii) as provided in the last sentence of Section 3.1(c) of the Base Indenture) is \$750,000,000. The Company may from time to time, without notice to, or the consent of, the Holders of the Notes increase the principal amount of the Notes, on the same terms and conditions (except for the issue date, the public offering price and, in some cases, the first interest payment date and the initial interest accrual date); *provided* that if any additional Notes are issued at a price that causes them to have “original issue discount” within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, such additional Notes shall not have the same CUSIP Number as the original Notes. The Notes shall be initially issued on the date hereof and thereafter upon any reopening of the series of which the Notes are a part.

Section 2.03. *Stated Maturity of Principal.* The date on which the principal of the Notes is payable, unless the Notes are theretofore accelerated or redeemed or purchased pursuant to the Indenture, shall be March 1, 2023. The Notes shall bear no premium upon payment at Stated Maturity.

Section 2.04. *Interest.* The rate at which the Notes shall bear interest shall be 0.375% per annum. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually in arrears in accordance herewith and with the Indenture. Interest on the Notes shall accrue on the principal amount from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or the date on which the principal of the Notes has been paid or made available for payment, as the case may be. The Interest Payment Date of the Notes shall be March 1 and September 1 of each year. The initial Interest Payment Date shall be September 1, 2021. The Regular Record Date corresponding to any Interest Payment Date occurring on March 1 shall be the

immediately preceding February 15 (whether or not a Business Day), and the Regular Record Date corresponding to any Interest Payment Date occurring on September 1 shall be the immediately preceding August 15 (whether or not a Business Day). Interest payable on the Notes on an Interest Payment Date shall be payable to the Persons in whose name the Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date *provided, however*, that Defaulted Interest shall be payable as provided in the Base Indenture.

Section 2.05. *Place of Payment.* The Place of Payment where the principal of and premium, if any, and interest on the Notes shall be payable is at the agency of the Company maintained for that purpose at the office of The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, 7E, Attention: Corporate Trust Administration, New York, New York 10286; *provided, however*, that payment of interest due on an Interest Payment Date may be made at the option of the Company by check mailed to the address of the Person entitled thereto as such address shall appear in the Register or by transfer to an account maintained by the Person entitled thereto with a bank located in the United States; *provided* that the Paying Agent shall have received the relevant wire transfer information by the related Regular Record Date; and *provided further* that the Depositary, or its nominee, as Holder of Notes in global form, shall be entitled to receive payments of interest, principal and premium, if any, by wire transfer of immediately available funds.

Section 2.06. *Optional Redemption.*

(a) The provisions of Article 10 of the Base Indenture shall be applicable to the Notes, subject to the provisions of this Section 2.06.

(b) The Company may, at its option, redeem the Notes, in whole or in part, at any time at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 5.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). The Company shall give the Trustee written notice of the Redemption Price with respect to any redemption pursuant to this clause (b) promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation.

(c) Any redemption or notice thereof pursuant to this Section 2.06 may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

Section 2.08. *Right to Require Repurchase Upon a Change of Control Triggering Event.*

(a) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "**Change of Control Offer**") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, the Company shall mail or transmit in accordance with the applicable procedures of the Depository a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 2.08 and that all Notes validly tendered and not withdrawn will be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Payment Date," which date shall be no earlier than 15 days and no later than 60 days from the date such notice is mailed or transmitted;

(iv) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Purchase Notice" attached hereto as Exhibit B completed, or transfer the Notes by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(v) that Holders of the Notes will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his or her election to have the Notes purchased; and

(vi) if the notice is mailed or transmitted prior to the date of the consummation of the Change of Control, the notice will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the applicable procedures of the Depositary), and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered and not withdrawn a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

(d) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.08, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.08 by virtue of such conflicts.

(e) Notwithstanding the foregoing, the Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (ii) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption to the Holders of the Notes as provided under Section 2.06 hereof unless the Company has failed to pay the Redemption Price on the Redemption Date.

Section 2.09. *No Sinking Fund.* There shall be no obligation of the Company to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions, or except as set forth in Section 2.08 hereof, to repay any of the Notes prior to March 1, 2023 at the option of a Holder thereof. Article 11 of the Base Indenture shall not apply to the Notes.

Section 2.10. *Guarantees.* The Notes initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to the Notes.

Section 2.11. *Denominations.* The Notes shall be issued in fully registered form as Registered Securities (and shall in no event be issuable in the form of Bearer Securities) in denominations of two thousand Dollars (\$2,000) or any amount in excess thereof which is an integral multiple of one thousand Dollars (\$1,000). The Notes shall be denominated, and all payments thereon shall be made, in Dollars.

Section 2.12. *Global Notes.* The Notes shall initially be issued in global form. The Depository Trust Company shall be the initial Depository for the Notes. The Notes shall be transferred only in accordance with the provisions of Section 3.5 of the Base Indenture. Beneficial interests in Notes issued in global form shall be exchangeable for certificated Securities representing such Notes only the circumstances set forth in the seventh paragraph of Section 3.5 of the Base Indenture.

Section 2.13. *Form of Notes.* The form of the global Security representing the Notes is attached hereto as Exhibit A.

Section 2.14. *Defeasance.* For purposes of the Notes, Section 2.08 of this Thirtieth Supplemental Indenture shall be considered an additional covenant specified pursuant to Section 3.1 of the Base Indenture for purposes of Section 4.5 of the Base Indenture.

Section 2.15. *Events of Default.* The Events of Default set forth in Sections 5.1 (1), (2), (3), (4), (5), (6) and (7) of the Base Indenture shall apply to the Notes.

Section 2.16. *Other Provisions.* The Trustee is appointed as the initial Registrar and Paying Agent for the Notes. The Trustee may authenticate the Notes by manual, facsimile or electronic signature.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Base Indenture; Effect of the Thirtieth Supplemental Indenture.* The Base Indenture, as supplemented and amended hereby, is in all respects ratified and confirmed, and the terms and conditions thereof, as amended hereby, shall be and remain in full force and effect. The Base Indenture and the Thirtieth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 3.02. *Conflict with Trust Indenture Act.* If any provision hereof limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Thirtieth Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required or deemed included provision shall control.

Section 3.03. *Successors and Assigns.* All covenants and agreements in this Thirtieth Supplemental Indenture by the Company or any Guarantor shall bind its successors and assigns, whether expressed or not.

Section 3.04. *Separability Clause.* In case any provision in this Thirtieth Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.05. *Benefits of Indenture.* Nothing in this Thirtieth Supplemental Indenture, the Base Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Registrar, any Paying Agent and the Holders, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 3.06. *Recitals.* The recitals contained in this Thirtieth Supplemental Indenture shall be taken as the statements of the Company; and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Thirtieth Supplemental Indenture.

Section 3.07. *Governing Law.* THIS THIRTIETH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 3.08. *Counterparts.* This Thirtieth Supplemental Indenture 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 Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Thirtieth Supplemental Indenture to be duly executed as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Virginia Daughtrey

Name: Virginia Daughtrey

Title: Senior Vice President of
Finance and Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Kenneth Helbig

Name: Kenneth Helbig

Title: Vice President

Exhibit A
FORM OF NOTE CERTIFICATE

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. A-[]

CUSIP No. 31620MBP0

0.375% SENIOR NOTES DUE 2023

FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of [] Dollars (\$[]) on March 1, 2023.

Interest Payment Dates: March 1 and September 1, with the first Interest Payment Date to be September 1, 2021

Regular Record Dates: February 15 and August 15 (whether or not a Business Day)

Dated:

A-1

By: _____

Name:

Title:

Certificate of Authentication

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, certifies that this is one of the Securities of the series described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____

Name:

Title: Authorized Signatory

Dated:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

0.375% SENIOR NOTES DUE 2023

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture referred to below unless otherwise indicated. This Security is one of the series of Securities designated on the face hereof issued under the Indenture, unlimited in aggregate principal amount (the “**Notes**”).

1. **INTEREST.** Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), promises to pay interest on the principal amount of this Security at the rate of 0.375% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each, an “*Interest Payment Date*”), commencing on September 1, 2021 until the principal is paid or made available for payment. Interest on this Security will accrue from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, March 2, 2021, in each case to, but excluding, the next Interest Payment Date or the date on which the principal hereof has been paid or made available for payment, as the case may be. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed in accordance with the Indenture referred to below) on the applicable Interest Payment Date to the Persons who are registered Holders at the close of business on February 15 and August 15 (whether or not a Business Day) immediately preceding the applicable Interest Payment Date. A holder must surrender this Security to a Paying Agent to collect principal and premium payments. The Company shall pay principal, premium, if any, and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. **INDENTURE.** The Company issued this Security under the Indenture (the “**Base Indenture**”), dated as of April 15, 2013, among Fidelity National Information Services, Inc., certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, as amended by the Thirtieth Supplemental Indenture (the “**Thirtieth Supplemental Indenture**”), dated as of March 2, 2021, between the Company and said Trustee (the Base Indenture, as amended by the Thirtieth Supplemental Indenture, the “**Indenture**”). The terms of this Security were established pursuant to the Thirtieth Supplemental Indenture. The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (“**TIA**”). This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA. The Company will provide a copy of the Indenture, without charge, upon written request to the Company sent to 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. Subject to Section 3.8 of the Base Indenture, the registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. The Company may, at its option, redeem the Notes, in whole or in part, at any time at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of any Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 5.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but not including, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

Any redemption or notice thereof pursuant to Section 2.06 of the Thirtieth Supplemental Indenture may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

7. RESERVED.

8. CHANGE OF CONTROL TRIGGERING EVENT. In the event of a Change of Control Triggering Event, the Holders of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase pursuant to the provisions of Section 2.08 of the Thirtieth Supplemental Indenture, subject to compliance with the procedures specified pursuant to the Thirtieth Supplemental Indenture.

9. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Stated Maturity or Maturity of this Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or of this Security), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

10. UNCLAIMED MONEY. Subject to the terms of the Indenture, if money for the payment of principal, premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request, and thereafter Holders entitled to the money shall, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

11. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Securities of each series affected by the amendment. Without the consent of any Holder, the Company, the Guarantors, if any, and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure certain ambiguities or correct certain mistakes or to create another series of Securities and establish its terms.

12. DEFAULTS AND REMEDIES. The Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5), (6) and (7) of the Base Indenture apply to this Security.

If an Event of Default, other than an Event of Default described in Section 5.1(5) or (6) of the Base Indenture, with respect to the Outstanding Securities of the same series as this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued and unpaid interest, if any, on the aggregate principal amount of all Outstanding Securities of the same series as this Security to be due and payable, and upon any such declaration, such principal and interest, if any, shall be immediately due and payable; *provided* that, after such a declaration of acceleration with respect to this Security has been made, the Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided, and subject to satisfaction of the conditions set forth, in the Indenture. If an Event of Default specified in Section 5.1(5) or Section 5.1(6) of the Base Indenture occurs with respect to the Securities of the same series as this Security, the principal of and accrued and unpaid interest, if any, on all the Outstanding Securities of that series shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Securities or any other party.

The Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may waive, on behalf of all Holders of such Securities, any past Default or Event of Default with respect to such securities and its consequences except (a) a Default or Event of Default in the payment of the principal of, or interest on, any such Security or (b) a Default or Event of Default in respect of a covenant or provision of the Indenture which, pursuant to the Indenture, cannot be amended or modified without the consent of each Holder of each affected Outstanding Security of the same series as this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

13. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

14. TRUSTEE DEALINGS WITH COMPANY. Subject to the TIA, The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company, the Guarantors, if any, or their respective affiliates, and may otherwise deal with the Company, the Guarantors, if any, or their respective affiliates, as if it were not Trustee.

15. NO RECOURSE AGAINST OTHERS. No director, officer, employee, stockholder, member, general or limited partner of the Company or any Guarantor as such or in such capacity shall have any personal liability for any obligations of the Company or any Guarantor under this Security, any guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Security, waives and releases all such liability. Such waiver and release are part of the consideration for the issue of this Security.

16. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to discharge and defeasance.

17. GUARANTEES. This Security initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to this Security.

18. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication by manual, facsimile or electronic signature on the other side of this Security.

19. GOVERNING LAW. THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

20. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

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ASSIGNMENT FORM

If you, as Holder of this Security, want to assign this Security, fill in the form below: I or we assign and transfer this Security to:

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint:

as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him/her.

Date: _____

Your signature:

(Your signature must correspond with the name as it appears upon the face of this Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee)

Signature
Guarantee: _____

Each of the undersigned (collectively, the “**Guarantors**”) have guaranteed, jointly and severally, absolutely, unconditionally and irrevocably (such guarantee by each Guarantor being referred to herein as the “**Guarantee**”) (i) the due and punctual payment of the principal of (and premium, if any) and interest on the 0.375% Senior Notes due 2023 (the “**Notes**”) issued by Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), the due and punctual payment of interest on the overdue principal and interest, if any, on the Notes, to the extent lawful, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms set forth in Article 12 of the Indenture and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Section 12.3 of the Base Indenture.

No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of the Guarantors, as such or in such capacity, shall have any personal liability for any obligations of the Guarantors under the Guarantees by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Guarantees.

Each Holder of a Note by accepting a Note agrees that any Guarantor named below shall have no further liability with respect to its Guarantee if such Guarantor otherwise ceases to be liable in respect of its Guarantee in accordance with the terms of the Indenture.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Notes.

The Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Notes upon which the Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual, facsimile or electronic signature of one of its authorized signatories.

[The Remainder of This Page Intentionally Left Blank; Signature Pages Follow]

Guarantors:

[•],
as Guarantors

By: _____

Name:

Title:

Exhibit B
PURCHASE NOTICE

(1) Pursuant to Section 2.08 of the Thirtieth Supplemental Indenture, the undersigned hereby elects to have its Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it or an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Payment Date, as applicable, as provided in the Thirtieth Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Social Security or other Taxpayer Identification Number of recipient of Change of Control Payment

Principal amount to be repurchased:

Remaining aggregate principal amount following such repurchase (at least U.S.\$2,000 or an integral multiple of \$1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of the related Note in every particular, without alteration or any change whatsoever.

THIRTY-FIRST SUPPLEMENTAL INDENTURE

THIRTY-FIRST SUPPLEMENTAL INDENTURE (this “**Thirty-First Supplemental Indenture**”), dated as of March 2, 2021, between Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), and The Bank of New York Mellon Trust Company, N.A., a national banking association (the “**Trustee**”).

WHEREAS, the Company, certain other parties thereto and the Trustee entered into an Indenture (the “**Base Indenture**”), dated as of April 15, 2013, pursuant to which the Company may issue Securities from time to time;

WHEREAS, the Company proposes to issue and establish a new series of Securities in accordance with Section 3.1 of the Base Indenture pursuant to this Thirty-First Supplemental Indenture (the Base Indenture, as supplemented and amended by this Thirty-First Supplemental Indenture, the “**Indenture**”); and

WHEREAS, all things necessary to make this Thirty-First Supplemental Indenture the legal, valid and binding obligation of the Company have been done.

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.* Capitalized terms used herein without definition shall have the respective meanings given them in the Base Indenture, *provided* that references to “this Indenture”, “herein”, “hereof” and “hereunder” and other words of a similar import in the Base Indenture shall be deemed to be a reference to the Base Indenture as supplemented and amended by this Thirty-First Supplemental Indenture. Any references to “Article” or “Section” herein shall be a reference to an article or section of this Thirty-First Supplemental Indenture unless expressly specified otherwise. For purposes of this Thirty-First Supplemental Indenture, the following terms shall have the meanings specified below, notwithstanding any contrary definition in the Base Indenture.

“**Below Investment Grade Rating Event**” means the rating on the Notes (as hereinafter defined) is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any Rating Agency).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company and its Subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding voting stock of the Company or such other entity is converted into or exchanged for cash, securities or other property (except when voting stock of the Company constitutes, or is converted into, or exchanged for, at least a majority of the voting stock of the surviving person).

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes.

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date:

(i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; or

(ii) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of such Reference Treasury Dealer Quotations; or

(iii) if the Company obtains only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fitch” means Fitch Ratings, Inc. and any successor to its rating agency business.

“Independent Investment Banker” means one of the Reference Treasury Dealers or its successor selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, respectively.

“Rating Agencies” means each of Fitch, Moody’s and S&P, so long as such entity makes a rating of the Notes publicly available; *provided, however*, if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of the Company, the Company shall be allowed to designate a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(e)(2)(vi)(F) under the Exchange Act (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for the agency that ceased to make such a rating publicly available. For the avoidance of doubt, failure by the Company to pay rating agency fees to make a rating of the Notes shall not be a “reason outside of the control of the Company” for the purposes of the preceding sentence.

“Reference Treasury Dealers” means each of: (i) J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and a Primary Treasury Dealer (as defined below) selected by U.S. Bancorp Investments, Inc. (or their respective successors) and (ii) two additional primary U.S. government securities dealers (a **“Primary Treasury Dealer”**) selected by the Company. If any of the foregoing ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer in its place.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“S&P” means Standard & Poor’s Global Ratings, a division of S&P Global Inc.

“Treasury Rate” means, with respect to any Redemption Date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after March 1, 2024, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), (2) if the period from the Redemption Date to March 1, 2024 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or (3) if such release (or any successor release) is not published during

the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity, computed as of the third Business Day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the Comparable Treasury Price for the Redemption Date.

Section 1.02. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the definitions of “Affiliate”, “Credit Agreement”, “Credit Facilities”, “Eligible Cash Equivalents” and “Guarantors” as they appear in Section 1.1 thereof to read as follows:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Credit Agreement**” means the Seventh Amended and Restated Credit Agreement, dated as of September 21, 2018, among the Company, J.P. Morgan Chase Bank, N.A., as administrative agent, and various financial institutions and other persons from time to time party thereto, as amended by that certain Amendment Agreement, dated as of March 29, 2019, that certain Second Amendment Agreement, dated as of April 5, 2019, that certain Third Amendment and Joinder Agreement, dated as of May 29, 2019, and as may be further amended, supplemented, or modified from time to time after the date thereof.

“**Credit Facilities**” means one or more credit facilities (including the Credit Agreement) with banks or other lenders providing for revolving loans or term loans or the issuance of letters of credit or bankers’ acceptances or the like.

“**Eligible Cash Equivalents**” means any of the following: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) maturing not more than one year after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (ii) time deposits in and certificates of deposit of any Eligible Bank (or in any other financial institution to the extent the amount of such deposit is within the limits insured by the Federal Deposit Insurance Corporation), *provided* that such investments have a maturity date not more than two years after the date of acquisition and that the average life of all such investments is one year or less from the respective dates of acquisition; (iii) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (i) above or clause (iv) below entered into with any Eligible Bank or securities dealers of recognized national standing; (iv) direct obligations issued by any state of the United States or any political subdivision or public instrumentality thereof, *provided* that such investments mature, or are subject to tender at the option of the holder

thereof, within 365 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement) and, at the time of acquisition, have 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 equivalent ratings by any other nationally recognized rating agency); (v) commercial paper of any Person other than an Affiliate of the Company and other than structured investment vehicles, *provided* that such investments have a rating of at least A-2 or P-2 from either S&P or Moody’s and mature within 180 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (vi) overnight and demand deposits in and bankers’ acceptances of any Eligible Bank and demand deposits in any bank or trust company to the extent insured by the Federal Deposit Insurance Corporation against the Bank Insurance Fund; (vii) money market funds (and shares of investment companies that are registered under the Investment Company Act of 1940) substantially all of the assets of which comprise investments of the types described in clauses (i) through (vi); (viii) United States dollars, or money in other currencies received in the ordinary course of business; (ix) asset-backed securities and corporate securities that are eligible for inclusion in money market funds; (x) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody’s; provided such investments will not be considered Eligible Cash Equivalents to the extent that the aggregate amount of investments by the Company and its Subsidiaries in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody’s exceeds 20% of the aggregate amount of their investments in fixed maturity securities; and (xi) instruments equivalent to those referred to in clauses (i) through (vi) above or funds equivalent to those referred to in clause (vii) above denominated in Euros or any other foreign currency customarily used by corporations for cash management purposes in jurisdictions outside the United States to the extent advisable in connection with any business conducted by the Company or any Subsidiary, all as determined in good faith by the Company.

“**Guarantors**” means, subject to Section 12.7, any Subsidiaries that become Guarantors pursuant to Section 9.9.

Section 1.03. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 9.9 to read as follows:

“Section 9.9. *Guarantees*. If this Section 9.9 is specified as applicable to the Securities of a series pursuant to Section 3.1, the Company will cause each of its wholly-owned Subsidiaries that is formed or otherwise incorporated in the United States or a state thereof or the District of Columbia that guarantees or becomes a co-obligor in respect of any Debt of the Company under the Credit Facilities after the initial issue date of the Securities of such series to enter into a supplemental indenture in the form of Exhibit A (which shall not be required to be signed by the other then-existing Guarantors) or as otherwise specified with respect to the Securities of such series pursuant to which such Subsidiary shall agree to guarantee the Securities of such series on the terms set forth in Article 12 hereof or on such other terms as are specified as applicable to such series pursuant to Section 3.1. Any such additional Guarantor shall be subject to release from such Guarantee under the circumstances set forth in Section 12.7 or as otherwise specified with respect to such Securities.”

Section 1.04. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 12.7(2) thereof to read as follows:

“(2) at any time that such Guarantor is released from all of its obligations (other than contingent indemnification obligations that may survive such release) as a guarantor or co-obligor of all Debt of the Company under the Credit Facilities except a discharge by or as a result of payment under such guarantee;”.

Section 1.05. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.3 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, if fewer than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee shall select, by lot, the Securities of the series to be redeemed; provided, that with respect to Securities issued in global form, beneficial interests therein shall be selected for redemption by the Depository therefor in accordance with its standard procedures.”

Section 1.06. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.4 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not more than 60 days nor less than 15 days prior to the Redemption Date to the Holders of the Securities to be redeemed.”

Section 1.07 The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 4.6(c) and Section 4.6(d) thereof to read as follows:

“(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.”

ARTICLE 2
THE NOTES

There is hereby established a new series of Securities with the following terms:

Section 2.01. *Title; Nature.* Pursuant to the terms hereof and Sections 2.1, 3.1 and 3.3 of the Base Indenture, the Company hereby creates a series of Securities designated as the “0.600% Senior Notes due 2024” (the “Notes”), which shall be deemed “Securities” for all purposes under the Base Indenture. The CUSIP Number of the Notes shall be 31620MBQ8.

Section 2.02. *Principal Amount.* The limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 3.4, 3.5, 3.6, 8.6 or 10.7 of the Base Indenture or Section 2.08 of this Thirty-First Supplemental Indenture and except (i) for any Notes which, pursuant to Section 3.3 of the Base Indenture, are deemed never to have been authenticated and delivered thereunder and (ii) as provided in the last sentence of Section 3.1(c) of the Base Indenture) is \$750,000,000. The Company may from time to time, without notice to, or the consent of, the Holders of the Notes increase the principal amount of the Notes, on the same terms and conditions (except for the issue date, the public offering price and, in some cases, the first interest payment date and the initial interest accrual date); *provided* that if any additional Notes are issued at a price that causes them to have “original issue discount” within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, such additional Notes shall not have the same CUSIP Number as the original Notes. The Notes shall be initially issued on the date hereof and thereafter upon any reopening of the series of which the Notes are a part.

Section 2.03. *Stated Maturity of Principal.* The date on which the principal of the Notes is payable, unless the Notes are theretofore accelerated or redeemed or purchased pursuant to the Indenture, shall be March 1, 2024. The Notes shall bear no premium upon payment at Stated Maturity.

Section 2.04. *Interest.* The rate at which the Notes shall bear interest shall be 0.600% per annum. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually in arrears in accordance herewith and with the Indenture. Interest on the Notes shall accrue on the principal amount from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or the date on which the principal of the Notes has been paid or made available for payment, as the case may be. The Interest Payment Date of the Notes shall be March 1 and September 1 of each year. The initial Interest Payment Date shall be September 1, 2021. The Regular Record Date corresponding to any Interest Payment Date occurring on March 1 shall be the

immediately preceding February 15 (whether or not a Business Day), and the Regular Record Date corresponding to any Interest Payment Date occurring on September 1 shall be the immediately preceding August 15 (whether or not a Business Day). Interest payable on the Notes on an Interest Payment Date shall be payable to the Persons in whose name the Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date *provided, however*, that Defaulted Interest shall be payable as provided in the Base Indenture.

Section 2.05. *Place of Payment.* The Place of Payment where the principal of and premium, if any, and interest on the Notes shall be payable is at the agency of the Company maintained for that purpose at the office of The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, 7E, Attention: Corporate Trust Administration, New York, New York 10286; *provided, however*, that payment of interest due on an Interest Payment Date may be made at the option of the Company by check mailed to the address of the Person entitled thereto as such address shall appear in the Register or by transfer to an account maintained by the Person entitled thereto with a bank located in the United States; *provided* that the Paying Agent shall have received the relevant wire transfer information by the related Regular Record Date; and *provided further* that the Depositary, or its nominee, as Holder of Notes in global form, shall be entitled to receive payments of interest, principal and premium, if any, by wire transfer of immediately available funds.

Section 2.06. *Optional Redemption.*

(a) The provisions of Article 10 of the Base Indenture shall be applicable to the Notes, subject to the provisions of this Section 2.06.

(b) The Company may, at its option, redeem the Notes, in whole or in part, at any time at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 7.5 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). The Company shall give the Trustee written notice of the Redemption Price with respect to any redemption pursuant to this clause (b) promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation.

(c) Any redemption or notice thereof pursuant to this Section 2.06 may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

Section 2.08. *Right to Require Repurchase Upon a Change of Control Triggering Event.*

(a) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "**Change of Control Offer**") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, the Company shall mail or transmit in accordance with the applicable procedures of the Depository a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 2.08 and that all Notes validly tendered and not withdrawn will be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Payment Date," which date shall be no earlier than 15 days and no later than 60 days from the date such notice is mailed or transmitted;

(iv) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Purchase Notice" attached hereto as Exhibit B completed, or transfer the Notes by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(v) that Holders of the Notes will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his or her election to have the Notes purchased; and

(vi) if the notice is mailed or transmitted prior to the date of the consummation of the Change of Control, the notice will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall be required, to the extent lawful, to:

- (i) accept for payment all Notes or portions of Notes properly tendered and not withdrawn pursuant to the Change of Control Offer;
- (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- (iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the applicable procedures of the Depositary), and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered and not withdrawn a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

(d) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.08, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.08 by virtue of such conflicts.

(e) Notwithstanding the foregoing, the Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (ii) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption to the Holders of the Notes as provided under Section 2.06 hereof unless the Company has failed to pay the Redemption Price on the Redemption Date.

Section 2.09. *No Sinking Fund.* There shall be no obligation of the Company to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions, or except as set forth in Section 2.08 hereof, to repay any of the Notes prior to March 1, 2024 at the option of a Holder thereof. Article 11 of the Base Indenture shall not apply to the Notes.

Section 2.10. *Guarantees.* The Notes initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to the Notes.

Section 2.11. *Denominations.* The Notes shall be issued in fully registered form as Registered Securities (and shall in no event be issuable in the form of Bearer Securities) in denominations of two thousand Dollars (\$2,000) or any amount in excess thereof which is an integral multiple of one thousand Dollars (\$1,000). The Notes shall be denominated, and all payments thereon shall be made, in Dollars.

Section 2.12. *Global Notes.* The Notes shall initially be issued in global form. The Depository Trust Company shall be the initial Depository for the Notes. The Notes shall be transferred only in accordance with the provisions of Section 3.5 of the Base Indenture. Beneficial interests in Notes issued in global form shall be exchangeable for certificated Securities representing such Notes only the circumstances set forth in the seventh paragraph of Section 3.5 of the Base Indenture.

Section 2.13. *Form of Notes.* The form of the global Security representing the Notes is attached hereto as Exhibit A.

Section 2.14. *Defeasance.* For purposes of the Notes, Section 2.08 of this Thirty-First Supplemental Indenture shall be considered an additional covenant specified pursuant to Section 3.1 of the Base Indenture for purposes of Section 4.5 of the Base Indenture.

Section 2.15. *Events of Default.* The Events of Default set forth in Sections 5.1 (1), (2), (3), (4), (5), (6) and (7) of the Base Indenture shall apply to the Notes.

Section 2.16. *Other Provisions.* The Trustee is appointed as the initial Registrar and Paying Agent for the Notes. The Trustee may authenticate the Notes by manual, facsimile or electronic signature.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Base Indenture; Effect of the Thirty-First Supplemental Indenture.* The Base Indenture, as supplemented and amended hereby, is in all respects ratified and confirmed, and the terms and conditions thereof, as amended hereby, shall be and remain in full force and effect. The Base Indenture and the Thirty-First Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 3.02. *Conflict with Trust Indenture Act.* If any provision hereof limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Thirty-First Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required or deemed included provision shall control.

Section 3.03. *Successors and Assigns.* All covenants and agreements in this Thirty-First Supplemental Indenture by the Company or any Guarantor shall bind its successors and assigns, whether expressed or not.

Section 3.04. *Separability Clause.* In case any provision in this Thirty-First Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.05. *Benefits of Indenture.* Nothing in this Thirty-First Supplemental Indenture, the Base Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Registrar, any Paying Agent and the Holders, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 3.06. *Recitals.* The recitals contained in this Thirty-First Supplemental Indenture shall be taken as the statements of the Company; and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Thirty-First Supplemental Indenture.

Section 3.07. *Governing Law.* THIS THIRTY-FIRST SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 3.08. *Counterparts.* This Thirty-First Supplemental Indenture 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 Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Thirty-First Supplemental Indenture to be duly executed as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Virginia Daughtrey
Name: Virginia Daughtrey
Title: Senior Vice President of
Finance and Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Kenneth Helbig
Name: Kenneth Helbig
Title: Vice President

Exhibit A
FORM OF NOTE CERTIFICATE

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. A-[]

CUSIP No. 31620MBQ8

0.600% SENIOR NOTES DUE 2024

FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of [] Dollars (\$[]) on March 1, 2024.

Interest Payment Dates: March 1 and September 1, with the first Interest Payment Date to be September 1, 2021

Regular Record Dates: February 15 and August 15 (whether or not a Business Day)

Dated:

A-1

By: _____

Name:

Title:

Certificate of Authentication

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, certifies that this is one of the Securities of the series described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____

Name:

Title: Authorized Signatory

Dated:

0.600% SENIOR NOTES DUE 2024

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture referred to below unless otherwise indicated. This Security is one of the series of Securities designated on the face hereof issued under the Indenture, unlimited in aggregate principal amount (the “**Notes**”).

1. **INTEREST.** Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), promises to pay interest on the principal amount of this Security at the rate of 0.600% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each, an “*Interest Payment Date*”), commencing on September 1, 2021 until the principal is paid or made available for payment. Interest on this Security will accrue from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, March 2, 2021, in each case to, but excluding, the next Interest Payment Date or the date on which the principal hereof has been paid or made available for payment, as the case may be. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed in accordance with the Indenture referred to below) on the applicable Interest Payment Date to the Persons who are registered Holders at the close of business on February 15 and August 15 (whether or not a Business Day) immediately preceding the applicable Interest Payment Date. A holder must surrender this Security to a Paying Agent to collect principal and premium payments. The Company shall pay principal, premium, if any, and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. **INDENTURE.** The Company issued this Security under the Indenture (the “**Base Indenture**”), dated as of April 15, 2013, among Fidelity National Information Services, Inc., certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, as amended by the Thirty-First Supplemental Indenture (the “**Thirty-First Supplemental Indenture**”), dated as of March 2, 2021, between the Company and said Trustee (the Base Indenture, as amended by the Thirty-First Supplemental Indenture, the “**Indenture**”). The terms of this Security were established pursuant to the Thirty-First Supplemental Indenture. The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (“**TIA**”). This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA. The Company will provide a copy of the Indenture, without charge, upon written request to the Company sent to 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. Subject to Section 3.8 of the Base Indenture, the registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. The Company may, at its option, redeem the Notes, in whole or in part, at any time at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of any Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 7.5 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but not including, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

Any redemption or notice thereof pursuant to Section 2.06 of the Thirty-First Supplemental Indenture may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

7. RESERVED.

8. CHANGE OF CONTROL TRIGGERING EVENT. In the event of a Change of Control Triggering Event, the Holders of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase pursuant to the provisions of Section 2.08 of the Thirty-First Supplemental Indenture, subject to compliance with the procedures specified pursuant to the Thirty-First Supplemental Indenture.

9. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Stated Maturity or Maturity of this Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or of this Security), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

10. UNCLAIMED MONEY. Subject to the terms of the Indenture, if money for the payment of principal, premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request, and thereafter Holders entitled to the money shall, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

11. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Securities of each series affected by the amendment. Without the consent of any Holder, the Company, the Guarantors, if any, and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure certain ambiguities or correct certain mistakes or to create another series of Securities and establish its terms.

12. DEFAULTS AND REMEDIES. The Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5), (6) and (7) of the Base Indenture apply to this Security.

If an Event of Default, other than an Event of Default described in Section 5.1(5) or (6) of the Base Indenture, with respect to the Outstanding Securities of the same series as this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued and unpaid interest, if any, on the aggregate principal amount of all Outstanding Securities of the same series as this Security to be due and payable, and upon any such declaration, such principal and interest, if any, shall be immediately due and payable; *provided* that, after such a declaration of acceleration with respect to this Security has been made, the Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided, and subject to satisfaction of the conditions set forth, in the Indenture. If an Event of Default specified in Section 5.1(5) or Section 5.1(6) of the Base Indenture occurs with respect to the Securities of the same series as this Security, the principal of and accrued and unpaid interest, if any, on all the Outstanding Securities of that series shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Securities or any other party.

The Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may waive, on behalf of all Holders of such Securities, any past Default or Event of Default with respect to such securities and its consequences except (a) a Default or Event of Default in the payment of the principal of, or interest on, any such Security or (b) a Default or Event of Default in respect of a covenant or provision of the Indenture which, pursuant to the Indenture, cannot be amended or modified without the consent of each Holder of each affected Outstanding Security of the same series as this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

13. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

14. TRUSTEE DEALINGS WITH COMPANY. Subject to the TIA, The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company, the Guarantors, if any, or their respective affiliates, and may otherwise deal with the Company, the Guarantors, if any, or their respective affiliates, as if it were not Trustee.

15. NO RECOURSE AGAINST OTHERS. No director, officer, employee, stockholder, member, general or limited partner of the Company or any Guarantor as such or in such capacity shall have any personal liability for any obligations of the Company or any Guarantor under this Security, any guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Security, waives and releases all such liability. Such waiver and release are part of the consideration for the issue of this Security.

16. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to discharge and defeasance.

17. GUARANTEES. This Security initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to this Security.

18. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication by manual, facsimile or electronic signature on the other side of this Security.

19. GOVERNING LAW. THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

20. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

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ASSIGNMENT FORM

If you, as Holder of this Security, want to assign this Security, fill in the form below: I or we assign and transfer this Security to:

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint:

as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him/her.

Date: _____

Your signature:

(Your signature must correspond with the name as it appears upon the face of this Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee)

Signature

Guarantee: _____

Each of the undersigned (collectively, the “**Guarantors**”) have guaranteed, jointly and severally, absolutely, unconditionally and irrevocably (such guarantee by each Guarantor being referred to herein as the “**Guarantee**”) (i) the due and punctual payment of the principal of (and premium, if any) and interest on the 0.600% Senior Notes due 2024 (the “**Notes**”) issued by Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), the due and punctual payment of interest on the overdue principal and interest, if any, on the Notes, to the extent lawful, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms set forth in Article 12 of the Indenture and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Section 12.3 of the Base Indenture.

No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of the Guarantors, as such or in such capacity, shall have any personal liability for any obligations of the Guarantors under the Guarantees by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Guarantees.

Each Holder of a Note by accepting a Note agrees that any Guarantor named below shall have no further liability with respect to its Guarantee if such Guarantor otherwise ceases to be liable in respect of its Guarantee in accordance with the terms of the Indenture.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Notes.

The Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Notes upon which the Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual, facsimile or electronic signature of one of its authorized signatories.

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Guarantors:

[•],
as Guarantors

By: _____

Name:

Title:

Exhibit B
PURCHASE NOTICE

(1) Pursuant to Section 2.08 of the Thirty-First Supplemental Indenture, the undersigned hereby elects to have its Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it or an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Payment Date, as applicable, as provided in the Thirty-First Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Social Security or other Taxpayer Identification Number of recipient of Change of Control Payment

Principal amount to be repurchased:

Remaining aggregate principal amount following such repurchase (at least U.S.\$2,000 or an integral multiple of \$1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of the related Note in every particular, without alteration or any change whatsoever.

THIRTY-SECOND SUPPLEMENTAL INDENTURE

THIRTY-SECOND SUPPLEMENTAL INDENTURE (this “**Thirty-Second Supplemental Indenture**”), dated as of March 2, 2021, between Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), and The Bank of New York Mellon Trust Company, N.A., a national banking association (the “**Trustee**”).

WHEREAS, the Company, certain other parties thereto and the Trustee entered into an Indenture (the “**Base Indenture**”), dated as of April 15, 2013, pursuant to which the Company may issue Securities from time to time;

WHEREAS, the Company proposes to issue and establish a new series of Securities in accordance with Section 3.1 of the Base Indenture pursuant to this Thirty-Second Supplemental Indenture (the Base Indenture, as supplemented and amended by this Thirty-Second Supplemental Indenture, the “**Indenture**”); and

WHEREAS, all things necessary to make this Thirty-Second Supplemental Indenture the legal, valid and binding obligation of the Company have been done.

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.* Capitalized terms used herein without definition shall have the respective meanings given them in the Base Indenture, *provided* that references to “this Indenture”, “herein”, “hereof” and “hereunder” and other words of a similar import in the Base Indenture shall be deemed to be a reference to the Base Indenture as supplemented and amended by this Thirty-Second Supplemental Indenture. Any references to “Article” or “Section” herein shall be a reference to an article or section of this Thirty-Second Supplemental Indenture unless expressly specified otherwise. For purposes of this Thirty-Second Supplemental Indenture, the following terms shall have the meanings specified below, notwithstanding any contrary definition in the Base Indenture.

“**Below Investment Grade Rating Event**” means the rating on the Notes (as hereinafter defined) is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any Rating Agency).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company and its Subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding voting stock of the Company or such other entity is converted into or exchanged for cash, securities or other property (except when voting stock of the Company constitutes, or is converted into, or exchanged for, at least a majority of the voting stock of the surviving person).

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes (assuming for this purpose that the Notes matured on the Par Call Date (as defined in Section 2.06)).

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date:

(i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; or

(ii) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of such Reference Treasury Dealer Quotations; or

(iii) if the Company obtains only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fitch” means Fitch Ratings, Inc. and any successor to its rating agency business.

“Independent Investment Banker” means one of the Reference Treasury Dealers or its successor selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, respectively.

“Rating Agencies” means each of Fitch, Moody’s and S&P, so long as such entity makes a rating of the Notes publicly available; *provided, however*, if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of the Company, the Company shall be allowed to designate a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(e)(2)(vi)(F) under the Exchange Act (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for the agency that ceased to make such a rating publicly available. For the avoidance of doubt, failure by the Company to pay rating agency fees to make a rating of the Notes shall not be a “reason outside of the control of the Company” for the purposes of the preceding sentence.

“Reference Treasury Dealers” means each of: (i) J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and a Primary Treasury Dealer (as defined below) selected by U.S. Bancorp Investments, Inc. (or their respective successors) and (ii) two additional primary U.S. government securities dealers (a **“Primary Treasury Dealer”**) selected by the Company. If any of the foregoing ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer in its place.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“S&P” means Standard & Poor’s Global Ratings, a division of S&P Global Inc.

“Treasury Rate” means, with respect to any Redemption Date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Par Call Date yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), (2) if the period from the Redemption Date to the Par Call Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or (3) if such release (or any successor release) is not published during

the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity, computed as of the third Business Day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the Comparable Treasury Price for the Redemption Date.

Section 1.02. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the definitions of “Affiliate”, “Credit Agreement”, “Credit Facilities”, “Eligible Cash Equivalents” and “Guarantors” as they appear in Section 1.1 thereof to read as follows:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Credit Agreement**” means the Seventh Amended and Restated Credit Agreement, dated as of September 21, 2018, among the Company, J.P. Morgan Chase Bank, N.A., as administrative agent, and various financial institutions and other persons from time to time party thereto, as amended by that certain Amendment Agreement, dated as of March 29, 2019, that certain Second Amendment Agreement, dated as of April 5, 2019, that certain Third Amendment and Joinder Agreement, dated as of May 29, 2019, and as may be further amended, supplemented, or modified from time to time after the date thereof.

“**Credit Facilities**” means one or more credit facilities (including the Credit Agreement) with banks or other lenders providing for revolving loans or term loans or the issuance of letters of credit or bankers’ acceptances or the like.

“**Eligible Cash Equivalents**” means any of the following: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) maturing not more than one year after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (ii) time deposits in and certificates of deposit of any Eligible Bank (or in any other financial institution to the extent the amount of such deposit is within the limits insured by the Federal Deposit Insurance Corporation), *provided* that such investments have a maturity date not more than two years after the date of acquisition and that the average life of all such investments is one year or less from the respective dates of acquisition; (iii) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (i) above or clause (iv) below entered into with any Eligible Bank or securities dealers of recognized national standing; (iv) direct obligations issued by any state of the United States or any political subdivision or public instrumentality thereof, *provided* that such investments mature, or are subject to tender at the option of the holder

thereof, within 365 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement) and, at the time of acquisition, have 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 equivalent ratings by any other nationally recognized rating agency); (v) commercial paper of any Person other than an Affiliate of the Company and other than structured investment vehicles, *provided* that such investments have a rating of at least A-2 or P-2 from either S&P or Moody’s and mature within 180 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (vi) overnight and demand deposits in and bankers’ acceptances of any Eligible Bank and demand deposits in any bank or trust company to the extent insured by the Federal Deposit Insurance Corporation against the Bank Insurance Fund; (vii) money market funds (and shares of investment companies that are registered under the Investment Company Act of 1940) substantially all of the assets of which comprise investments of the types described in clauses (i) through (vi); (viii) United States dollars, or money in other currencies received in the ordinary course of business; (ix) asset-backed securities and corporate securities that are eligible for inclusion in money market funds; (x) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody’s; provided such investments will not be considered Eligible Cash Equivalents to the extent that the aggregate amount of investments by the Company and its Subsidiaries in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody’s exceeds 20% of the aggregate amount of their investments in fixed maturity securities; and (xi) instruments equivalent to those referred to in clauses (i) through (vi) above or funds equivalent to those referred to in clause (vii) above denominated in Euros or any other foreign currency customarily used by corporations for cash management purposes in jurisdictions outside the United States to the extent advisable in connection with any business conducted by the Company or any Subsidiary, all as determined in good faith by the Company.

“**Guarantors**” means, subject to Section 12.7, any Subsidiaries that become Guarantors pursuant to Section 9.9.

Section 1.03. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 9.9 to read as follows:

“Section 9.9. *Guarantees*. If this Section 9.9 is specified as applicable to the Securities of a series pursuant to Section 3.1, the Company will cause each of its wholly-owned Subsidiaries that is formed or otherwise incorporated in the United States or a state thereof or the District of Columbia that guarantees or becomes a co-obligor in respect of any Debt of the Company under the Credit Facilities after the initial issue date of the Securities of such series to enter into a supplemental indenture in the form of Exhibit A (which shall not be required to be signed by the other then-existing Guarantors) or as otherwise specified with respect to the Securities of such series pursuant to which such Subsidiary shall agree to guarantee the Securities of such series on the terms set forth in Article 12 hereof or on such other terms as are specified as applicable to such series pursuant to Section 3.1. Any such additional Guarantor shall be subject to release from such Guarantee under the circumstances set forth in Section 12.7 or as otherwise specified with respect to such Securities.”

Section 1.04. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 12.7(2) thereof to read as follows:

“(2) at any time that such Guarantor is released from all of its obligations (other than contingent indemnification obligations that may survive such release) as a guarantor or co-obligor of all Debt of the Company under the Credit Facilities except a discharge by or as a result of payment under such guarantee;”.

Section 1.05. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.3 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, if fewer than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee shall select, by lot, the Securities of the series to be redeemed; provided, that with respect to Securities issued in global form, beneficial interests therein shall be selected for redemption by the Depository therefor in accordance with its standard procedures.”

Section 1.06. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.4 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not more than 60 days nor less than 15 days prior to the Redemption Date to the Holders of the Securities to be redeemed.”

Section 1.07 The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 4.6(c) and Section 4.6(d) thereof to read as follows:

“(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.”

ARTICLE 2
THE NOTES

There is hereby established a new series of Securities with the following terms:

Section 2.01. *Title; Nature.* Pursuant to the terms hereof and Sections 2.1, 3.1 and 3.3 of the Base Indenture, the Company hereby creates a series of Securities designated as the “1.150% Senior Notes due 2026” (the “Notes”), which shall be deemed “Securities” for all purposes under the Base Indenture. The CUSIP Number of the Notes shall be 31620MBR6.

Section 2.02. *Principal Amount.* The limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 3.4, 3.5, 3.6, 8.6 or 10.7 of the Base Indenture or Section 2.08 of this Thirty-Second Supplemental Indenture and except (i) for any Notes which, pursuant to Section 3.3 of the Base Indenture, are deemed never to have been authenticated and delivered thereunder and (ii) as provided in the last sentence of Section 3.1(c) of the Base Indenture) is \$1,250,000,000. The Company may from time to time, without notice to, or the consent of, the Holders of the Notes increase the principal amount of the Notes, on the same terms and conditions (except for the issue date, the public offering price and, in some cases, the first interest payment date and the initial interest accrual date); *provided* that if any additional Notes are issued at a price that causes them to have “original issue discount” within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, such additional Notes shall not have the same CUSIP Number as the original Notes. The Notes shall be initially issued on the date hereof and thereafter upon any reopening of the series of which the Notes are a part.

Section 2.03. *Stated Maturity of Principal.* The date on which the principal of the Notes is payable, unless the Notes are theretofore accelerated or redeemed or purchased pursuant to the Indenture, shall be March 1, 2026. The Notes shall bear no premium upon payment at Stated Maturity.

Section 2.04. *Interest.* The rate at which the Notes shall bear interest shall be 1.150% per annum. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually in arrears in accordance herewith and with the Indenture. Interest on the Notes shall accrue on the principal amount from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or the date on which the principal of the Notes has been paid or made available for payment, as the case may be. The Interest Payment Date of the Notes shall be March 1 and September 1 of each year. The initial Interest Payment Date shall be September 1, 2021. The Regular Record Date corresponding to any Interest Payment Date occurring on March 1 shall be the

immediately preceding February 15 (whether or not a Business Day), and the Regular Record Date corresponding to any Interest Payment Date occurring on September 1 shall be the immediately preceding August 15 (whether or not a Business Day). Interest payable on the Notes on an Interest Payment Date shall be payable to the Persons in whose name the Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date *provided, however*, that Defaulted Interest shall be payable as provided in the Base Indenture.

Section 2.05. *Place of Payment.* The Place of Payment where the principal of and premium, if any, and interest on the Notes shall be payable is at the agency of the Company maintained for that purpose at the office of The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, 7E, Attention: Corporate Trust Administration, New York, New York 10286; *provided, however*, that payment of interest due on an Interest Payment Date may be made at the option of the Company by check mailed to the address of the Person entitled thereto as such address shall appear in the Register or by transfer to an account maintained by the Person entitled thereto with a bank located in the United States; *provided* that the Paying Agent shall have received the relevant wire transfer information by the related Regular Record Date; and *provided further* that the Depository, or its nominee, as Holder of Notes in global form, shall be entitled to receive payments of interest, principal and premium, if any, by wire transfer of immediately available funds.

Section 2.06. *Optional Redemption.*

(a) The provisions of Article 10 of the Base Indenture shall be applicable to the Notes, subject to the provisions of this Section 2.06.

(b) The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to February 1, 2026 (the date that is 1 month prior to the maturity date) (the “**Par Call Date**”) at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 10.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). The Company shall give the Trustee written notice of the Redemption Price with respect to any redemption pursuant to this clause (b) promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation. On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

(c) Any redemption or notice thereof pursuant to this Section 2.06 may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

Section 2.07. *Reserved.*

Section 2.08. *Right to Require Repurchase Upon a Change of Control Triggering Event.*

(a) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "**Change of Control Offer**") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, the Company shall mail or transmit in accordance with the applicable procedures of the Depositary a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 2.08 and that all Notes validly tendered and not withdrawn will be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Payment Date," which date shall be no earlier than 15 days and no later than 60 days from the date such notice is mailed or transmitted;

(iv) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Purchase Notice" attached hereto as Exhibit B completed, or transfer the Notes by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(v) that Holders of the Notes will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his or her election to have the Notes purchased; and

(vi) if the notice is mailed or transmitted prior to the date of the consummation of the Change of Control, the notice will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the applicable procedures of the Depositary), and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered and not withdrawn a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

(d) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.08, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.08 by virtue of such conflicts.

(e) Notwithstanding the foregoing, the Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (ii) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption to the Holders of the Notes as provided under Section 2.06 hereof unless the Company has failed to pay the Redemption Price on the Redemption Date.

Section 2.09. *No Sinking Fund.* There shall be no obligation of the Company to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions, or except as set forth in Section 2.08 hereof, to repay any of the Notes prior to March 1, 2026 at the option of a Holder thereof. Article 11 of the Base Indenture shall not apply to the Notes.

Section 2.10. *Guarantees.* The Notes initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to the Notes.

Section 2.11. *Denominations.* The Notes shall be issued in fully registered form as Registered Securities (and shall in no event be issuable in the form of Bearer Securities) in denominations of two thousand Dollars (\$2,000) or any amount in excess thereof which is an integral multiple of one thousand Dollars (\$1,000). The Notes shall be denominated, and all payments thereon shall be made, in Dollars.

Section 2.12. *Global Notes.* The Notes shall initially be issued in global form. The Depository Trust Company shall be the initial Depository for the Notes. The Notes shall be transferred only in accordance with the provisions of Section 3.5 of the Base Indenture. Beneficial interests in Notes issued in global form shall be exchangeable for certificated Securities representing such Notes only the circumstances set forth in the seventh paragraph of Section 3.5 of the Base Indenture.

Section 2.13. *Form of Notes.* The form of the global Security representing the Notes is attached hereto as Exhibit A.

Section 2.14. *Defeasance.* For purposes of the Notes, Section 2.08 of this Thirty-Second Supplemental Indenture shall be considered an additional covenant specified pursuant to Section 3.1 of the Base Indenture for purposes of Section 4.5 of the Base Indenture.

Section 2.15. *Events of Default.* The Events of Default set forth in Sections 5.1 (1), (2), (3), (4), (5), (6) and (7) of the Base Indenture shall apply to the Notes.

Section 2.16. *Other Provisions.* The Trustee is appointed as the initial Registrar and Paying Agent for the Notes. The Trustee may authenticate the Notes by manual, facsimile or electronic signature.

ARTICLE 3
MISCELLANEOUS

Section 3.01. *Base Indenture; Effect of the Thirty-Second Supplemental Indenture.* The Base Indenture, as supplemented and amended hereby, is in all respects ratified and confirmed, and the terms and conditions thereof, as amended hereby, shall be and remain in full force and effect. The Base Indenture and the Thirty-Second Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 3.02. *Conflict with Trust Indenture Act.* If any provision hereof limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Thirty-Second Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required or deemed included provision shall control.

Section 3.03. *Successors and Assigns.* All covenants and agreements in this Thirty-Second Supplemental Indenture by the Company or any Guarantor shall bind its successors and assigns, whether expressed or not.

Section 3.04. *Separability Clause.* In case any provision in this Thirty-Second Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.05. *Benefits of Indenture.* Nothing in this Thirty-Second Supplemental Indenture, the Base Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Registrar, any Paying Agent and the Holders, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 3.06. *Recitals.* The recitals contained in this Thirty-Second Supplemental Indenture shall be taken as the statements of the Company; and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Thirty-Second Supplemental Indenture.

Section 3.07. *Governing Law.* THIS THIRTY-SECOND SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 3.08. *Counterparts.* This Thirty-Second Supplemental Indenture 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 Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Thirty-Second Supplemental Indenture to be duly executed as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Virginia Daughtrey
Name: Virginia Daughtrey
Title: Senior Vice President of Finance and Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Kenneth Helbig
Name: Kenneth Helbig
Title: Vice President

Exhibit A
FORM OF NOTE CERTIFICATE

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. A-[]

CUSIP No. 31620MBR6

1.150% SENIOR
NOTES DUE 2026

FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of [] Dollars (\$[]) on March 1, 2026.

Interest Payment Dates: March 1 and September 1, with the first Interest Payment Date to be September 1, 2021

Regular Record Dates: February 15 and August 15 (whether or not a Business Day)

Dated:

A-1

By: _____

Name:

Title:

Certificate of Authentication

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, certifies that this is one of the Securities of the series described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____

Name:

Title: Authorized Signatory

Dated:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

1.150% SENIOR NOTES DUE 2026

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture referred to below unless otherwise indicated. This Security is one of the series of Securities designated on the face hereof issued under the Indenture, unlimited in aggregate principal amount (the “**Notes**”).

1. **INTEREST.** Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), promises to pay interest on the principal amount of this Security at the rate of 1.150% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each, an “*Interest Payment Date*”), commencing on September 1, 2021 until the principal is paid or made available for payment. Interest on this Security will accrue from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, March 2, 2021, in each case to, but excluding, the next Interest Payment Date or the date on which the principal hereof has been paid or made available for payment, as the case may be. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed in accordance with the Indenture referred to below) on the applicable Interest Payment Date to the Persons who are registered Holders at the close of business on February 15 and August 15 (whether or not a Business Day) immediately preceding the applicable Interest Payment Date. A holder must surrender this Security to a Paying Agent to collect principal and premium payments. The Company shall pay principal, premium, if any, and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. **INDENTURE.** The Company issued this Security under the Indenture (the “**Base Indenture**”), dated as of April 15, 2013, among Fidelity National Information Services, Inc., certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, as amended by the Thirty-Second Supplemental Indenture (the “**Thirty-Second Supplemental Indenture**”), dated as of March 2, 2021, between the Company and said Trustee (the Base Indenture, as amended by the Thirty-Second Supplemental Indenture, the “**Indenture**”). The terms of this Security were established pursuant to the Thirty-Second Supplemental Indenture. The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (“**TIA**”). This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA. The Company will provide a copy of the Indenture, without charge, upon written request to the Company sent to 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. Subject to Section 3.8 of the Base Indenture, the registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to the Par Call Date, at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of any Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 10.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but not including, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

Any redemption or notice thereof pursuant to Section 2.06 of the Thirty-Second Supplemental Indenture may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

7. RESERVED.

8. CHANGE OF CONTROL TRIGGERING EVENT. In the event of a Change of Control Triggering Event, the Holders of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase pursuant to the provisions of Section 2.08 of the Thirty-Second Supplemental Indenture, subject to compliance with the procedures specified pursuant to the Thirty-Second Supplemental Indenture.

9. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Stated Maturity or Maturity of this Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or of this Security), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

10. UNCLAIMED MONEY. Subject to the terms of the Indenture, if money for the payment of principal, premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request, and thereafter Holders entitled to the money shall, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

11. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Securities of each series affected by the amendment. Without the consent of any Holder, the Company, the Guarantors, if any, and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure certain ambiguities or correct certain mistakes or to create another series of Securities and establish its terms.

12. DEFAULTS AND REMEDIES. The Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5), (6) and (7) of the Base Indenture apply to this Security.

If an Event of Default, other than an Event of Default described in Section 5.1(5) or (6) of the Base Indenture, with respect to the Outstanding Securities of the same series as this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued and unpaid interest, if any, on the aggregate principal amount of all Outstanding Securities of the same series as this Security to be due and payable, and upon any such declaration, such principal and interest, if any, shall be immediately due and payable; *provided* that, after such a declaration of acceleration with respect to this Security has been made, the Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided, and subject to satisfaction of the conditions set forth, in the Indenture. If an Event of Default specified in Section 5.1(5) or Section 5.1(6) of the Base Indenture occurs with respect to the Securities of the same series as this Security, the principal of and accrued and unpaid interest, if any, on all the Outstanding Securities of that series shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Securities or any other party.

The Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may waive, on behalf of all Holders of such Securities, any past Default or Event of Default with respect to such securities and its consequences except (a) a Default or Event of Default in the payment of the principal of, or interest on, any such Security or (b) a Default or Event of Default in respect of a covenant or provision of the Indenture which, pursuant to the Indenture, cannot be amended or modified without the consent of each Holder of each affected Outstanding Security of the same series as this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

13. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

14. TRUSTEE DEALINGS WITH COMPANY. Subject to the TIA, The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company, the Guarantors, if any, or their respective affiliates, and may otherwise deal with the Company, the Guarantors, if any, or their respective affiliates, as if it were not Trustee.

15. NO RECOURSE AGAINST OTHERS. No director, officer, employee, stockholder, member, general or limited partner of the Company or any Guarantor as such or in such capacity shall have any personal liability for any obligations of the Company or any Guarantor under this Security, any guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Security, waives and releases all such liability. Such waiver and release are part of the consideration for the issue of this Security.

16. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to discharge and defeasance.

17. GUARANTEES. This Security initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to this Security.

18. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication by manual, facsimile or electronic signature on the other side of this Security.

19. GOVERNING LAW. THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

20. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

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ASSIGNMENT FORM

If you, as Holder of this Security, want to assign this Security, fill in the form below: I or we assign and transfer this Security to:

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint:

as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him/her.

Date: _____

Your signature:

(Your signature must correspond with the name as it appears upon the face of this Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee)

Signature
Guarantee: _____

Each of the undersigned (collectively, the “**Guarantors**”) have guaranteed, jointly and severally, absolutely, unconditionally and irrevocably (such guarantee by each Guarantor being referred to herein as the “**Guarantee**”) (i) the due and punctual payment of the principal of (and premium, if any) and interest on the 1.150% Senior Notes due 2026 (the “**Notes**”) issued by Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), the due and punctual payment of interest on the overdue principal and interest, if any, on the Notes, to the extent lawful, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms set forth in Article 12 of the Indenture and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Section 12.3 of the Base Indenture.

No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of the Guarantors, as such or in such capacity, shall have any personal liability for any obligations of the Guarantors under the Guarantees by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Guarantees.

Each Holder of a Note by accepting a Note agrees that any Guarantor named below shall have no further liability with respect to its Guarantee if such Guarantor otherwise ceases to be liable in respect of its Guarantee in accordance with the terms of the Indenture.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Notes.

The Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Notes upon which the Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual, facsimile or electronic signature of one of its authorized signatories.

[The Remainder of This Page Intentionally Left Blank; Signature Pages Follow]

Guarantors:

[•],
as Guarantors

By: _____

Name:

Title:

Exhibit B
PURCHASE NOTICE

(1) Pursuant to Section 2.08 of the Thirty-Second Supplemental Indenture, the undersigned hereby elects to have its Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it or an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Payment Date, as applicable, as provided in the Thirty-Second Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Social Security or other Taxpayer Identification Number of recipient of Change of Control Payment

Principal amount to be repurchased:

Remaining aggregate principal amount following such repurchase (at least U.S.\$2,000 or an integral multiple of \$1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of the related Note in every particular, without alteration or any change whatsoever.

THIRTY-THIRD SUPPLEMENTAL INDENTURE

THIRTY-THIRD SUPPLEMENTAL INDENTURE (this “**Thirty-Third Supplemental Indenture**”), dated as of March 2, 2021, between Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), and The Bank of New York Mellon Trust Company, N.A., a national banking association (the “**Trustee**”).

WHEREAS, the Company, certain other parties thereto and the Trustee entered into an Indenture (the “**Base Indenture**”), dated as of April 15, 2013, pursuant to which the Company may issue Securities from time to time;

WHEREAS, the Company proposes to issue and establish a new series of Securities in accordance with Section 3.1 of the Base Indenture pursuant to this Thirty-Third Supplemental Indenture (the Base Indenture, as supplemented and amended by this Thirty-Third Supplemental Indenture, the “**Indenture**”); and

WHEREAS, all things necessary to make this Thirty-Third Supplemental Indenture the legal, valid and binding obligation of the Company have been done.

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. *Definitions*. Capitalized terms used herein without definition shall have the respective meanings given them in the Base Indenture, *provided* that references to “this Indenture”, “herein”, “hereof” and “hereunder” and other words of a similar import in the Base Indenture shall be deemed to be a reference to the Base Indenture as supplemented and amended by this Thirty-Third Supplemental Indenture. Any references to “Article” or “Section” herein shall be a reference to an article or section of this Thirty-Third Supplemental Indenture unless expressly specified otherwise. For purposes of this Thirty-Third Supplemental Indenture, the following terms shall have the meanings specified below, notwithstanding any contrary definition in the Base Indenture.

“**Below Investment Grade Rating Event**” means the rating on the Notes (as hereinafter defined) is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any Rating Agency).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company and its Subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding voting stock of the Company or such other entity is converted into or exchanged for cash, securities or other property (except when voting stock of the Company constitutes, or is converted into, or exchanged for, at least a majority of the voting stock of the surviving person).

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes (assuming for this purpose that the Notes matured on the Par Call Date (as defined in Section 2.06)).

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date:

(i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; or

(ii) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of such Reference Treasury Dealer Quotations; or

(iii) if the Company obtains only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fitch” means Fitch Ratings, Inc. and any successor to its rating agency business.

“Independent Investment Banker” means one of the Reference Treasury Dealers or its successor selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, respectively.

“Rating Agencies” means each of Fitch, Moody’s and S&P, so long as such entity makes a rating of the Notes publicly available; *provided, however,* if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of the Company, the Company shall be allowed to designate a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(e)(2)(vi)(F) under the Exchange Act (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for the agency that ceased to make such a rating publicly available. For the avoidance of doubt, failure by the Company to pay rating agency fees to make a rating of the Notes shall not be a “reason outside of the control of the Company” for the purposes of the preceding sentence.

“Reference Treasury Dealers” means each of: (i) J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and a Primary Treasury Dealer (as defined below) selected by U.S. Bancorp Investments, Inc. (or their respective successors) and (ii) two additional primary U.S. government securities dealers (a **“Primary Treasury Dealer”**) selected by the Company. If any of the foregoing ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer in its place.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“S&P” means Standard & Poor’s Global Ratings, a division of S&P Global Inc.

“Treasury Rate” means, with respect to any Redemption Date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Par Call Date yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), (2) if the period from the Redemption Date to the Par Call Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or (3) if such release (or any successor release) is not published during

the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity, computed as of the third Business Day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the Comparable Treasury Price for the Redemption Date.

Section 1.02. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the definitions of “Affiliate”, “Credit Agreement”, “Credit Facilities”, “Eligible Cash Equivalents” and “Guarantors” as they appear in Section 1.1 thereof to read as follows:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Credit Agreement**” means the Seventh Amended and Restated Credit Agreement, dated as of September 21, 2018, among the Company, J.P. Morgan Chase Bank, N.A., as administrative agent, and various financial institutions and other persons from time to time party thereto, as amended by that certain Amendment Agreement, dated as of March 29, 2019, that certain Second Amendment Agreement, dated as of April 5, 2019, that certain Third Amendment and Joinder Agreement, dated as of May 29, 2019, and as may be further amended, supplemented, or modified from time to time after the date thereof.

“**Credit Facilities**” means one or more credit facilities (including the Credit Agreement) with banks or other lenders providing for revolving loans or term loans or the issuance of letters of credit or bankers’ acceptances or the like.

“**Eligible Cash Equivalents**” means any of the following: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) maturing not more than one year after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (ii) time deposits in and certificates of deposit of any Eligible Bank (or in any other financial institution to the extent the amount of such deposit is within the limits insured by the Federal Deposit Insurance Corporation), *provided* that such investments have a maturity date not more than two years after the date of acquisition and that the average life of all such investments is one year or less from the respective dates of acquisition; (iii) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (i) above or clause (iv) below entered into with any Eligible Bank or securities dealers of recognized national standing; (iv) direct obligations issued by any state of the United States or any political subdivision or public instrumentality thereof, *provided* that such investments mature, or are subject to tender at the option of the holder

thereof, within 365 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement) and, at the time of acquisition, have 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 equivalent ratings by any other nationally recognized rating agency); (v) commercial paper of any Person other than an Affiliate of the Company and other than structured investment vehicles, *provided* that such investments have a rating of at least A-2 or P-2 from either S&P or Moody’s and mature within 180 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (vi) overnight and demand deposits in and bankers’ acceptances of any Eligible Bank and demand deposits in any bank or trust company to the extent insured by the Federal Deposit Insurance Corporation against the Bank Insurance Fund; (vii) money market funds (and shares of investment companies that are registered under the Investment Company Act of 1940) substantially all of the assets of which comprise investments of the types described in clauses (i) through (vi); (viii) United States dollars, or money in other currencies received in the ordinary course of business; (ix) asset-backed securities and corporate securities that are eligible for inclusion in money market funds; (x) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody’s; provided such investments will not be considered Eligible Cash Equivalents to the extent that the aggregate amount of investments by the Company and its Subsidiaries in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody’s exceeds 20% of the aggregate amount of their investments in fixed maturity securities; and (xi) instruments equivalent to those referred to in clauses (i) through (vi) above or funds equivalent to those referred to in clause (vii) above denominated in Euros or any other foreign currency customarily used by corporations for cash management purposes in jurisdictions outside the United States to the extent advisable in connection with any business conducted by the Company or any Subsidiary, all as determined in good faith by the Company.

“**Guarantors**” means, subject to Section 12.7, any Subsidiaries that become Guarantors pursuant to Section 9.9.

Section 1.03. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 9.9 to read as follows:

“Section 9.9. *Guarantees*. If this Section 9.9 is specified as applicable to the Securities of a series pursuant to Section 3.1, the Company will cause each of its wholly-owned Subsidiaries that is formed or otherwise incorporated in the United States or a state thereof or the District of Columbia that guarantees or becomes a co-obligor in respect of any Debt of the Company under the Credit Facilities after the initial issue date of the Securities of such series to enter into a supplemental indenture in the form of Exhibit A (which shall not be required to be signed by the other then-existing Guarantors) or as otherwise specified with respect to the Securities of such series pursuant to which such Subsidiary shall agree to guarantee the Securities of such series on the terms set forth in Article 12 hereof or on such other terms as are specified as applicable to such series pursuant to Section 3.1. Any such additional Guarantor shall be subject to release from such Guarantee under the circumstances set forth in Section 12.7 or as otherwise specified with respect to such Securities.”

Section 1.04. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 12.7(2) thereof to read as follows:

“(2) at any time that such Guarantor is released from all of its obligations (other than contingent indemnification obligations that may survive such release) as a guarantor or co-obligor of all Debt of the Company under the Credit Facilities except a discharge by or as a result of payment under such guarantee;”.

Section 1.05. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.3 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, if fewer than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee shall select, by lot, the Securities of the series to be redeemed; provided, that with respect to Securities issued in global form, beneficial interests therein shall be selected for redemption by the Depository therefor in accordance with its standard procedures.”

Section 1.06. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.4 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not more than 60 days nor less than 15 days prior to the Redemption Date to the Holders of the Securities to be redeemed.”

Section 1.07 The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 4.6(c) and Section 4.6(d) thereof to read as follows:

“(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.”

ARTICLE 2
THE NOTES

There is hereby established a new series of Securities with the following terms:

Section 2.01. *Title; Nature.* Pursuant to the terms hereof and Sections 2.1, 3.1 and 3.3 of the Base Indenture, the Company hereby creates a series of Securities designated as the “1.650% Senior Notes due 2028” (the “**Notes**”), which shall be deemed “Securities” for all purposes under the Base Indenture. The CUSIP Number of the Notes shall be 31620MBS4.

Section 2.02. *Principal Amount.* The limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 3.4, 3.5, 3.6, 8.6 or 10.7 of the Base Indenture or Section 2.08 of this Thirty-Third Supplemental Indenture and except (i) for any Notes which, pursuant to Section 3.3 of the Base Indenture, are deemed never to have been authenticated and delivered thereunder and (ii) as provided in the last sentence of Section 3.1(c) of the Base Indenture) is \$750,000,000. The Company may from time to time, without notice to, or the consent of, the Holders of the Notes increase the principal amount of the Notes, on the same terms and conditions (except for the issue date, the public offering price and, in some cases, the first interest payment date and the initial interest accrual date); *provided* that if any additional Notes are issued at a price that causes them to have “original issue discount” within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, such additional Notes shall not have the same CUSIP Number as the original Notes. The Notes shall be initially issued on the date hereof and thereafter upon any reopening of the series of which the Notes are a part.

Section 2.03. *Stated Maturity of Principal.* The date on which the principal of the Notes is payable, unless the Notes are theretofore accelerated or redeemed or purchased pursuant to the Indenture, shall be March 1, 2028. The Notes shall bear no premium upon payment at Stated Maturity.

Section 2.04. *Interest.* The rate at which the Notes shall bear interest shall be 1.650% per annum. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually in arrears in accordance herewith and with the Indenture. Interest on the Notes shall accrue on the principal amount from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or the date on which the principal of the Notes has been paid or made available for payment, as the case may be. The Interest Payment Date of the Notes shall be March 1 and September 1 of each year. The initial Interest Payment Date shall be September 1, 2021. The Regular Record Date corresponding to any Interest Payment Date occurring on March 1 shall be the

immediately preceding February 15 (whether or not a Business Day), and the Regular Record Date corresponding to any Interest Payment Date occurring on September 1 shall be the immediately preceding August 15 (whether or not a Business Day). Interest payable on the Notes on an Interest Payment Date shall be payable to the Persons in whose name the Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date *provided, however*, that Defaulted Interest shall be payable as provided in the Base Indenture.

Section 2.05. *Place of Payment.* The Place of Payment where the principal of and premium, if any, and interest on the Notes shall be payable is at the agency of the Company maintained for that purpose at the office of The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, 7E, Attention: Corporate Trust Administration, New York, New York 10286; *provided, however*, that payment of interest due on an Interest Payment Date may be made at the option of the Company by check mailed to the address of the Person entitled thereto as such address shall appear in the Register or by transfer to an account maintained by the Person entitled thereto with a bank located in the United States; *provided* that the Paying Agent shall have received the relevant wire transfer information by the related Regular Record Date; and *provided further* that the Depository, or its nominee, as Holder of Notes in global form, shall be entitled to receive payments of interest, principal and premium, if any, by wire transfer of immediately available funds.

Section 2.06. *Optional Redemption.*

(a) The provisions of Article 10 of the Base Indenture shall be applicable to the Notes, subject to the provisions of this Section 2.06.

(b) The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to January 1, 2028 (the date that is 2 months prior to the maturity date) (the “**Par Call Date**”) at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 12.5 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). The Company shall give the Trustee written notice of the Redemption Price with respect to any redemption pursuant to this clause (b) promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation. On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

(c) Any redemption or notice thereof pursuant to this Section 2.06 may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

Section 2.07. *Reserved.*

Section 2.08. *Right to Require Repurchase Upon a Change of Control Triggering Event.*

(a) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "**Change of Control Offer**") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, the Company shall mail or transmit in accordance with the applicable procedures of the Depositary a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 2.08 and that all Notes validly tendered and not withdrawn will be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Payment Date," which date shall be no earlier than 15 days and no later than 60 days from the date such notice is mailed or transmitted;

(iv) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Purchase Notice" attached hereto as Exhibit B completed, or transfer the Notes by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(v) that Holders of the Notes will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his or her election to have the Notes purchased; and

(vi) if the notice is mailed or transmitted prior to the date of the consummation of the Change of Control, the notice will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the applicable procedures of the Depositary), and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered and not withdrawn a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

(d) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.08, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.08 by virtue of such conflicts.

(e) Notwithstanding the foregoing, the Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (ii) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption to the Holders of the Notes as provided under Section 2.06 hereof unless the Company has failed to pay the Redemption Price on the Redemption Date.

Section 2.09. *No Sinking Fund.* There shall be no obligation of the Company to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions, or except as set forth in Section 2.08 hereof, to repay any of the Notes prior to March 1, 2028 at the option of a Holder thereof. Article 11 of the Base Indenture shall not apply to the Notes.

Section 2.10. *Guarantees.* The Notes initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to the Notes.

Section 2.11. *Denominations.* The Notes shall be issued in fully registered form as Registered Securities (and shall in no event be issuable in the form of Bearer Securities) in denominations of two thousand Dollars (\$2,000) or any amount in excess thereof which is an integral multiple of one thousand Dollars (\$1,000). The Notes shall be denominated, and all payments thereon shall be made, in Dollars.

Section 2.12. *Global Notes.* The Notes shall initially be issued in global form. The Depository Trust Company shall be the initial Depository for the Notes. The Notes shall be transferred only in accordance with the provisions of Section 3.5 of the Base Indenture. Beneficial interests in Notes issued in global form shall be exchangeable for certificated Securities representing such Notes only the circumstances set forth in the seventh paragraph of Section 3.5 of the Base Indenture.

Section 2.13. *Form of Notes.* The form of the global Security representing the Notes is attached hereto as Exhibit A.

Section 2.14. *Defeasance.* For purposes of the Notes, Section 2.08 of this Thirty-Third Supplemental Indenture shall be considered an additional covenant specified pursuant to Section 3.1 of the Base Indenture for purposes of Section 4.5 of the Base Indenture.

Section 2.15. *Events of Default.* The Events of Default set forth in Sections 5.1 (1), (2), (3), (4), (5), (6) and (7) of the Base Indenture shall apply to the Notes.

Section 2.16. *Other Provisions.* The Trustee is appointed as the initial Registrar and Paying Agent for the Notes. The Trustee may authenticate the Notes by manual, facsimile or electronic signature.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Base Indenture; Effect of the Thirty-Third Supplemental Indenture.* The Base Indenture, as supplemented and amended hereby, is in all respects ratified and confirmed, and the terms and conditions thereof, as amended hereby, shall be and remain in full force and effect. The Base Indenture and the Thirty-Third Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 3.02. *Conflict with Trust Indenture Act.* If any provision hereof limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Thirty-Third Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required or deemed included provision shall control.

Section 3.03. *Successors and Assigns.* All covenants and agreements in this Thirty-Third Supplemental Indenture by the Company or any Guarantor shall bind its successors and assigns, whether expressed or not.

Section 3.04. *Separability Clause.* In case any provision in this Thirty-Third Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.05. *Benefits of Indenture.* Nothing in this Thirty-Third Supplemental Indenture, the Base Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Registrar, any Paying Agent and the Holders, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 3.06. *Recitals.* The recitals contained in this Thirty-Third Supplemental Indenture shall be taken as the statements of the Company; and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Thirty-Third Supplemental Indenture.

Section 3.07. *Governing Law.* THIS THIRTY-THIRD SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 3.08. *Counterparts.* This Thirty-Third Supplemental Indenture 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 Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Thirty-Third Supplemental Indenture to be duly executed as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Virginia Daughtrey
Name: Virginia Daughtrey
Title: Senior Vice President of Finance and Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Kenneth Helbig
Name: Kenneth Helbig
Title: Vice President

Exhibit A
FORM OF NOTE CERTIFICATE

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. A-[]

CUSIP No. 31620MBS4

1.650% SENIOR NOTES DUE 2028

FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of [] Dollars (\$[]) on March 1, 2028.

Interest Payment Dates: March 1 and September 1, with the first Interest Payment Date to be September 1, 2021

Regular Record Dates: February 15 and August 15 (whether or not a Business Day)

Dated:

A-1

By: _____

Name:

Title:

Certificate of Authentication

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, certifies that this is one of the Securities of the series described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____
Name:
Title: Authorized Signatory

Dated:

1.650% SENIOR NOTES DUE 2028

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture referred to below unless otherwise indicated. This Security is one of the series of Securities designated on the face hereof issued under the Indenture, unlimited in aggregate principal amount (the “**Notes**”).

1. **INTEREST.** Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), promises to pay interest on the principal amount of this Security at the rate of 1.650% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each, an “*Interest Payment Date*”), commencing on September 1, 2021 until the principal is paid or made available for payment. Interest on this Security will accrue from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, March 2, 2021, in each case to, but excluding, the next Interest Payment Date or the date on which the principal hereof has been paid or made available for payment, as the case may be. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed in accordance with the Indenture referred to below) on the applicable Interest Payment Date to the Persons who are registered Holders at the close of business on February 15 and August 15 (whether or not a Business Day) immediately preceding the applicable Interest Payment Date. A holder must surrender this Security to a Paying Agent to collect principal and premium payments. The Company shall pay principal, premium, if any, and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. **INDENTURE.** The Company issued this Security under the Indenture (the “**Base Indenture**”), dated as of April 15, 2013, among Fidelity National Information Services, Inc., certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, as amended by the Thirty-Third Supplemental Indenture (the “**Thirty-Third Supplemental Indenture**”), dated as of March 2, 2021, between the Company and said Trustee (the Base Indenture, as amended by the Thirty-Third Supplemental Indenture, the “**Indenture**”). The terms of this Security were established pursuant to the Thirty-Third Supplemental Indenture. The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (“**TIA**”). This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA. The Company will provide a copy of the Indenture, without charge, upon written request to the Company sent to 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. Subject to Section 3.8 of the Base Indenture, the registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to the Par Call Date, at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of any Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 12.5 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but not including, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

Any redemption or notice thereof pursuant to Section 2.06 of the Thirty-Third Supplemental Indenture may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

7. RESERVED.

8. CHANGE OF CONTROL TRIGGERING EVENT. In the event of a Change of Control Triggering Event, the Holders of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase pursuant to the provisions of Section 2.08 of the Thirty-Third Supplemental Indenture, subject to compliance with the procedures specified pursuant to the Thirty-Third Supplemental Indenture.

9. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Stated Maturity or Maturity of this Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or of this Security), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

10. UNCLAIMED MONEY. Subject to the terms of the Indenture, if money for the payment of principal, premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request, and thereafter Holders entitled to the money shall, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

11. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Securities of each series affected by the amendment. Without the consent of any Holder, the Company, the Guarantors, if any, and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure certain ambiguities or correct certain mistakes or to create another series of Securities and establish its terms.

12. DEFAULTS AND REMEDIES. The Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5), (6) and (7) of the Base Indenture apply to this Security.

If an Event of Default, other than an Event of Default described in Section 5.1(5) or (6) of the Base Indenture, with respect to the Outstanding Securities of the same series as this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued and unpaid interest, if any, on the aggregate principal amount of all Outstanding Securities of the same series as this Security to be due and payable, and upon any such declaration, such principal and interest, if any, shall be immediately due and payable; *provided* that, after such a declaration of acceleration with respect to this Security has been made, the Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided, and subject to satisfaction of the conditions set forth, in the Indenture. If an Event of Default specified in Section 5.1(5) or Section 5.1(6) of the Base Indenture occurs with respect to the Securities of the same series as this Security, the principal of and accrued and unpaid interest, if any, on all the Outstanding Securities of that series shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Securities or any other party.

The Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may waive, on behalf of all Holders of such Securities, any past Default or Event of Default with respect to such securities and its consequences except (a) a Default or Event of Default in the payment of the principal of, or interest on, any such Security or (b) a Default or Event of Default in respect of a covenant or provision of the Indenture which, pursuant to the Indenture, cannot be amended or modified without the consent of each Holder of each affected Outstanding Security of the same series as this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

13. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

14. TRUSTEE DEALINGS WITH COMPANY. Subject to the TIA, The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company, the Guarantors, if any, or their respective affiliates, and may otherwise deal with the Company, the Guarantors, if any, or their respective affiliates, as if it were not Trustee.

15. NO RECOURSE AGAINST OTHERS. No director, officer, employee, stockholder, member, general or limited partner of the Company or any Guarantor as such or in such capacity shall have any personal liability for any obligations of the Company or any Guarantor under this Security, any guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Security, waives and releases all such liability. Such waiver and release are part of the consideration for the issue of this Security.

16. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to discharge and defeasance.

17. GUARANTEES. This Security initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to this Security.

18. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication by manual, facsimile or electronic signature on the other side of this Security.

19. GOVERNING LAW. THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

20. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

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ASSIGNMENT FORM

If you, as Holder of this Security, want to assign this Security, fill in the form below: I or we assign and transfer this Security to:

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint:

as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him/her.

Date: _____

Your signature:

(Your signature must correspond with the name as it appears upon the face of this Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee)

Signature
Guarantee: _____

Each of the undersigned (collectively, the “**Guarantors**”) have guaranteed, jointly and severally, absolutely, unconditionally and irrevocably (such guarantee by each Guarantor being referred to herein as the “**Guarantee**”) (i) the due and punctual payment of the principal of (and premium, if any) and interest on the 1.650% Senior Notes due 2028 (the “**Notes**”) issued by Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), the due and punctual payment of interest on the overdue principal and interest, if any, on the Notes, to the extent lawful, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms set forth in Article 12 of the Indenture and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Section 12.3 of the Base Indenture.

No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of the Guarantors, as such or in such capacity, shall have any personal liability for any obligations of the Guarantors under the Guarantees by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Guarantees.

Each Holder of a Note by accepting a Note agrees that any Guarantor named below shall have no further liability with respect to its Guarantee if such Guarantor otherwise ceases to be liable in respect of its Guarantee in accordance with the terms of the Indenture.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Notes.

The Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Notes upon which the Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual, facsimile or electronic signature of one of its authorized signatories.

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Guarantors:

[•],
as Guarantors

By: _____

Name:

Title:

Exhibit B
PURCHASE NOTICE

(1) Pursuant to Section 2.08 of the Thirty-Third Supplemental Indenture, the undersigned hereby elects to have its Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it or an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Payment Date, as applicable, as provided in the Thirty-Third Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Social Security or other Taxpayer Identification Number of recipient of Change of Control Payment

Principal amount to be repurchased:

Remaining aggregate principal amount following such repurchase (at least U.S.\$2,000 or an integral multiple of \$1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of the related Note in every particular, without alteration or any change whatsoever.

THIRTY-FOURTH SUPPLEMENTAL INDENTURE

THIRTY-FOURTH SUPPLEMENTAL INDENTURE (this “**Thirty-Fourth Supplemental Indenture**”), dated as of March 2, 2021, between Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), and The Bank of New York Mellon Trust Company, N.A., a national banking association (the “**Trustee**”).

WHEREAS, the Company, certain other parties thereto and the Trustee entered into an Indenture (the “**Base Indenture**”), dated as of April 15, 2013, pursuant to which the Company may issue Securities from time to time;

WHEREAS, the Company proposes to issue and establish a new series of Securities in accordance with Section 3.1 of the Base Indenture pursuant to this Thirty-Fourth Supplemental Indenture (the Base Indenture, as supplemented and amended by this Thirty-Fourth Supplemental Indenture, the “**Indenture**”); and

WHEREAS, all things necessary to make this Thirty-Fourth Supplemental Indenture the legal, valid and binding obligation of the Company have been done.

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. Capitalized terms used herein without definition shall have the respective meanings given them in the Base Indenture, *provided* that references to “this Indenture”, “herein”, “hereof” and “hereunder” and other words of a similar import in the Base Indenture shall be deemed to be a reference to the Base Indenture as supplemented and amended by this Thirty-Fourth Supplemental Indenture. Any references to “Article” or “Section” herein shall be a reference to an article or section of this Thirty-Fourth Supplemental Indenture unless expressly specified otherwise. For purposes of this Thirty-Fourth Supplemental Indenture, the following terms shall have the meanings specified below, notwithstanding any contrary definition in the Base Indenture.

“**Below Investment Grade Rating Event**” means the rating on the Notes (as hereinafter defined) is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any Rating Agency).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company and its Subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding voting stock of the Company or such other entity is converted into or exchanged for cash, securities or other property (except when voting stock of the Company constitutes, or is converted into, or exchanged for, at least a majority of the voting stock of the surviving person).

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes (assuming for this purpose that the Notes matured on the Par Call Date (as defined in Section 2.06)).

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date:

(i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; or

(ii) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of such Reference Treasury Dealer Quotations; or

(iii) if the Company obtains only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fitch” means Fitch Ratings, Inc. and any successor to its rating agency business.

“Independent Investment Banker” means one of the Reference Treasury Dealers or its successor selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, respectively.

“Rating Agencies” means each of Fitch, Moody’s and S&P, so long as such entity makes a rating of the Notes publicly available; *provided, however*, if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of the Company, the Company shall be allowed to designate a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(e)(2)(vi)(F) under the Exchange Act (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for the agency that ceased to make such a rating publicly available. For the avoidance of doubt, failure by the Company to pay rating agency fees to make a rating of the Notes shall not be a “reason outside of the control of the Company” for the purposes of the preceding sentence.

“Reference Treasury Dealers” means each of: (i) J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and a Primary Treasury Dealer (as defined below) selected by U.S. Bancorp Investments, Inc. (or their respective successors) and (ii) two additional primary U.S. government securities dealers (a **“Primary Treasury Dealer”**) selected by the Company. If any of the foregoing ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer in its place.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“S&P” means Standard & Poor’s Global Ratings, a division of S&P Global Inc.

“Treasury Rate” means, with respect to any Redemption Date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Par Call Date yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), (2) if the period from the Redemption Date to the Par Call Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or (3) if such release (or any successor release) is not published during

the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity, computed as of the third Business Day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the Comparable Treasury Price for the Redemption Date.

Section 1.02. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the definitions of “Affiliate”, “Credit Agreement”, “Credit Facilities”, “Eligible Cash Equivalents” and “Guarantors” as they appear in Section 1.1 thereof to read as follows:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Credit Agreement**” means the Seventh Amended and Restated Credit Agreement, dated as of September 21, 2018, among the Company, J.P. Morgan Chase Bank, N.A., as administrative agent, and various financial institutions and other persons from time to time party thereto, as amended by that certain Amendment Agreement, dated as of March 29, 2019, that certain Second Amendment Agreement, dated as of April 5, 2019, that certain Third Amendment and Joinder Agreement, dated as of May 29, 2019, and as may be further amended, supplemented, or modified from time to time after the date thereof.

“**Credit Facilities**” means one or more credit facilities (including the Credit Agreement) with banks or other lenders providing for revolving loans or term loans or the issuance of letters of credit or bankers’ acceptances or the like.

“**Eligible Cash Equivalents**” means any of the following: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) maturing not more than one year after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (ii) time deposits in and certificates of deposit of any Eligible Bank (or in any other financial institution to the extent the amount of such deposit is within the limits insured by the Federal Deposit Insurance Corporation), *provided* that such investments have a maturity date not more than two years after the date of acquisition and that the average life of all such investments is one year or less from the respective dates of acquisition; (iii) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (i) above or clause (iv) below entered into with any Eligible Bank or securities dealers of recognized national standing; (iv) direct obligations issued by any state of the United States or any political subdivision or public instrumentality thereof, *provided* that such investments mature, or are subject to tender at the option of the holder

thereof, within 365 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement) and, at the time of acquisition, have 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 equivalent ratings by any other nationally recognized rating agency); (v) commercial paper of any Person other than an Affiliate of the Company and other than structured investment vehicles, *provided* that such investments have a rating of at least A-2 or P-2 from either S&P or Moody’s and mature within 180 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (vi) overnight and demand deposits in and bankers’ acceptances of any Eligible Bank and demand deposits in any bank or trust company to the extent insured by the Federal Deposit Insurance Corporation against the Bank Insurance Fund; (vii) money market funds (and shares of investment companies that are registered under the Investment Company Act of 1940) substantially all of the assets of which comprise investments of the types described in clauses (i) through (vi); (viii) United States dollars, or money in other currencies received in the ordinary course of business; (ix) asset-backed securities and corporate securities that are eligible for inclusion in money market funds; (x) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody’s; provided such investments will not be considered Eligible Cash Equivalents to the extent that the aggregate amount of investments by the Company and its Subsidiaries in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody’s exceeds 20% of the aggregate amount of their investments in fixed maturity securities; and (xi) instruments equivalent to those referred to in clauses (i) through (vi) above or funds equivalent to those referred to in clause (vii) above denominated in Euros or any other foreign currency customarily used by corporations for cash management purposes in jurisdictions outside the United States to the extent advisable in connection with any business conducted by the Company or any Subsidiary, all as determined in good faith by the Company.

“**Guarantors**” means, subject to Section 12.7, any Subsidiaries that become Guarantors pursuant to Section 9.9.

Section 1.03. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 9.9 to read as follows:

“Section 9.9. *Guarantees*. If this Section 9.9 is specified as applicable to the Securities of a series pursuant to Section 3.1, the Company will cause each of its wholly-owned Subsidiaries that is formed or otherwise incorporated in the United States or a state thereof or the District of Columbia that guarantees or becomes a co-obligor in respect of any Debt of the Company under the Credit Facilities after the initial issue date of the Securities of such series to enter into a supplemental indenture in the form of Exhibit A (which shall not be required to be signed by the other then-existing Guarantors) or as otherwise specified with respect to the Securities of such series pursuant to which such Subsidiary shall agree to guarantee the Securities of such series on the terms set forth in Article 12 hereof or on such other terms as are specified as applicable to such series pursuant to Section 3.1. Any such additional Guarantor shall be subject to release from such Guarantee under the circumstances set forth in Section 12.7 or as otherwise specified with respect to such Securities.”

Section 1.04. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 12.7(2) thereof to read as follows:

“(2) at any time that such Guarantor is released from all of its obligations (other than contingent indemnification obligations that may survive such release) as a guarantor or co-obligor of all Debt of the Company under the Credit Facilities except a discharge by or as a result of payment under such guarantee;”.

Section 1.05. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.3 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, if fewer than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee shall select, by lot, the Securities of the series to be redeemed; provided, that with respect to Securities issued in global form, beneficial interests therein shall be selected for redemption by the Depository therefor in accordance with its standard procedures.”

Section 1.06. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.4 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not more than 60 days nor less than 15 days prior to the Redemption Date to the Holders of the Securities to be redeemed.”

Section 1.07 The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 4.6(c) and Section 4.6(d) thereof to read as follows:

“(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.”

ARTICLE 2
THE NOTES

There is hereby established a new series of Securities with the following terms:

Section 2.01. *Title; Nature.* Pursuant to the terms hereof and Sections 2.1, 3.1 and 3.3 of the Base Indenture, the Company hereby creates a series of Securities designated as the “2.250% Senior Notes due 2031” (the “Notes”), which shall be deemed “Securities” for all purposes under the Base Indenture. The CUSIP Number of the Notes shall be 31620MBT2.

Section 2.02. *Principal Amount.* The limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 3.4, 3.5, 3.6, 8.6 or 10.7 of the Base Indenture or Section 2.08 of this Thirty-Fourth Supplemental Indenture and except (i) for any Notes which, pursuant to Section 3.3 of the Base Indenture, are deemed never to have been authenticated and delivered thereunder and (ii) as provided in the last sentence of Section 3.1(c) of the Base Indenture) is \$1,250,000,000. The Company may from time to time, without notice to, or the consent of, the Holders of the Notes increase the principal amount of the Notes, on the same terms and conditions (except for the issue date, the public offering price and, in some cases, the first interest payment date and the initial interest accrual date); *provided* that if any additional Notes are issued at a price that causes them to have “original issue discount” within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, such additional Notes shall not have the same CUSIP Number as the original Notes. The Notes shall be initially issued on the date hereof and thereafter upon any reopening of the series of which the Notes are a part.

Section 2.03. *Stated Maturity of Principal.* The date on which the principal of the Notes is payable, unless the Notes are theretofore accelerated or redeemed or purchased pursuant to the Indenture, shall be March 1, 2031. The Notes shall bear no premium upon payment at Stated Maturity.

Section 2.04. *Interest.* The rate at which the Notes shall bear interest shall be 2.250% per annum. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually in arrears in accordance herewith and with the Indenture. Interest on the Notes shall accrue on the principal amount from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or the date on which the principal of the Notes has been paid or made available for payment, as the case may be. The Interest Payment Date of the Notes shall be March 1 and September 1 of each year. The initial Interest Payment Date shall be September 1, 2021. The Regular Record Date corresponding to any Interest Payment Date occurring on March 1 shall be the

immediately preceding February 15 (whether or not a Business Day), and the Regular Record Date corresponding to any Interest Payment Date occurring on September 1 shall be the immediately preceding August 15 (whether or not a Business Day). Interest payable on the Notes on an Interest Payment Date shall be payable to the Persons in whose name the Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date *provided, however*, that Defaulted Interest shall be payable as provided in the Base Indenture.

Section 2.05. *Place of Payment.* The Place of Payment where the principal of and premium, if any, and interest on the Notes shall be payable is at the agency of the Company maintained for that purpose at the office of The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, 7E, Attention: Corporate Trust Administration, New York, New York 10286; *provided, however*, that payment of interest due on an Interest Payment Date may be made at the option of the Company by check mailed to the address of the Person entitled thereto as such address shall appear in the Register or by transfer to an account maintained by the Person entitled thereto with a bank located in the United States; *provided* that the Paying Agent shall have received the relevant wire transfer information by the related Regular Record Date; and *provided further* that the Depository, or its nominee, as Holder of Notes in global form, shall be entitled to receive payments of interest, principal and premium, if any, by wire transfer of immediately available funds.

Section 2.06. *Optional Redemption.*

(a) The provisions of Article 10 of the Base Indenture shall be applicable to the Notes, subject to the provisions of this Section 2.06.

(b) The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to December 1, 2030 (the date that is 3 months prior to the maturity date) (the “**Par Call Date**”) at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 15.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). The Company shall give the Trustee written notice of the Redemption Price with respect to any redemption pursuant to this clause (b) promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation. On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

(c) Any redemption or notice thereof pursuant to this Section 2.06 may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

Section 2.07. *Reserved.*

Section 2.08. *Right to Require Repurchase Upon a Change of Control Triggering Event.*

(a) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "**Change of Control Offer**") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, the Company shall mail or transmit in accordance with the applicable procedures of the Depositary a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 2.08 and that all Notes validly tendered and not withdrawn will be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Payment Date," which date shall be no earlier than 15 days and no later than 60 days from the date such notice is mailed or transmitted;

(iv) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Purchase Notice" attached hereto as Exhibit B completed, or transfer the Notes by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(v) that Holders of the Notes will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his or her election to have the Notes purchased; and

(vi) if the notice is mailed or transmitted prior to the date of the consummation of the Change of Control, the notice will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the applicable procedures of the Depositary), and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered and not withdrawn a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

(d) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.08, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.08 by virtue of such conflicts.

(e) Notwithstanding the foregoing, the Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (ii) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption to the Holders of the Notes as provided under Section 2.06 hereof unless the Company has failed to pay the Redemption Price on the Redemption Date.

Section 2.09. *No Sinking Fund.* There shall be no obligation of the Company to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions, or except as set forth in Section 2.08 hereof, to repay any of the Notes prior to March 1, 2031 at the option of a Holder thereof. Article 11 of the Base Indenture shall not apply to the Notes.

Section 2.10. *Guarantees.* The Notes initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to the Notes.

Section 2.11. *Denominations.* The Notes shall be issued in fully registered form as Registered Securities (and shall in no event be issuable in the form of Bearer Securities) in denominations of two thousand Dollars (\$2,000) or any amount in excess thereof which is an integral multiple of one thousand Dollars (\$1,000). The Notes shall be denominated, and all payments thereon shall be made, in Dollars.

Section 2.12. *Global Notes.* The Notes shall initially be issued in global form. The Depository Trust Company shall be the initial Depository for the Notes. The Notes shall be transferred only in accordance with the provisions of Section 3.5 of the Base Indenture. Beneficial interests in Notes issued in global form shall be exchangeable for certificated Securities representing such Notes only the circumstances set forth in the seventh paragraph of Section 3.5 of the Base Indenture.

Section 2.13. *Form of Notes.* The form of the global Security representing the Notes is attached hereto as Exhibit A.

Section 2.14. *Defeasance.* For purposes of the Notes, Section 2.08 of this Thirty-Fourth Supplemental Indenture shall be considered an additional covenant specified pursuant to Section 3.1 of the Base Indenture for purposes of Section 4.5 of the Base Indenture.

Section 2.15. *Events of Default.* The Events of Default set forth in Sections 5.1 (1), (2), (3), (4), (5), (6) and (7) of the Base Indenture shall apply to the Notes.

Section 2.16. *Other Provisions.* The Trustee is appointed as the initial Registrar and Paying Agent for the Notes. The Trustee may authenticate the Notes by manual, facsimile or electronic signature.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Base Indenture; Effect of the Thirty-Fourth Supplemental Indenture.* The Base Indenture, as supplemented and amended hereby, is in all respects ratified and confirmed, and the terms and conditions thereof, as amended hereby, shall be and remain in full force and effect. The Base Indenture and the Thirty-Fourth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 3.02. *Conflict with Trust Indenture Act.* If any provision hereof limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Thirty-Fourth Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required or deemed included provision shall control.

Section 3.03. *Successors and Assigns.* All covenants and agreements in this Thirty-Fourth Supplemental Indenture by the Company or any Guarantor shall bind its successors and assigns, whether expressed or not.

Section 3.04. *Separability Clause.* In case any provision in this Thirty-Fourth Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.05. *Benefits of Indenture.* Nothing in this Thirty-Fourth Supplemental Indenture, the Base Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Registrar, any Paying Agent and the Holders, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 3.06. *Recitals.* The recitals contained in this Thirty-Fourth Supplemental Indenture shall be taken as the statements of the Company; and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Thirty-Fourth Supplemental Indenture.

Section 3.07. *Governing Law.* THIS THIRTY-FOURTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 3.08. *Counterparts.* This Thirty-Fourth Supplemental Indenture 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 Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Thirty-Fourth Supplemental Indenture to be duly executed as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Virginia Daughtrey
Name: Virginia Daughtrey
Title: Senior Vice President of Finance and Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Kenneth Helbig
Name: Kenneth Helbig
Title: Vice President

Exhibit A
FORM OF NOTE CERTIFICATE

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. A-[]

CUSIP No. 31620MBT2

2.250% SENIOR NOTES DUE 2031

FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of [] Dollars (\$[]) on March 1, 2031.

Interest Payment Dates: March 1 and September 1, with the first Interest Payment Date to be September 1, 2021

Regular Record Dates: February 15 and August 15 (whether or not a Business Day)

Dated:

A-1

By: _____

Name:

Title:

Certificate of Authentication

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, certifies that this is one of the Securities of the series described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____

Name:

Title: Authorized Signatory

Dated:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

2.250% SENIOR NOTES DUE 2031

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture referred to below unless otherwise indicated. This Security is one of the series of Securities designated on the face hereof issued under the Indenture, unlimited in aggregate principal amount (the “**Notes**”).

1. **INTEREST.** Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), promises to pay interest on the principal amount of this Security at the rate of 2.250% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each, an “*Interest Payment Date*”), commencing on September 1, 2021 until the principal is paid or made available for payment. Interest on this Security will accrue from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, March 2, 2021, in each case to, but excluding, the next Interest Payment Date or the date on which the principal hereof has been paid or made available for payment, as the case may be. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed in accordance with the Indenture referred to below) on the applicable Interest Payment Date to the Persons who are registered Holders at the close of business on February 15 and August 15 (whether or not a Business Day) immediately preceding the applicable Interest Payment Date. A holder must surrender this Security to a Paying Agent to collect principal and premium payments. The Company shall pay principal, premium, if any, and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. **INDENTURE.** The Company issued this Security under the Indenture (the “**Base Indenture**”), dated as of April 15, 2013, among Fidelity National Information Services, Inc., certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, as amended by the Thirty-Fourth Supplemental Indenture (the “**Thirty-Fourth Supplemental Indenture**”), dated as of March 2, 2021, between the Company and said Trustee (the Base Indenture, as amended by the Thirty-Fourth Supplemental Indenture, the “**Indenture**”). The terms of this Security were established pursuant to the Thirty-Fourth Supplemental Indenture. The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (“**TIA**”). This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA. The Company will provide a copy of the Indenture, without charge, upon written request to the Company sent to 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. Subject to Section 3.8 of the Base Indenture, the registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to the Par Call Date, at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of any Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 15.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but not including, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

Any redemption or notice thereof pursuant to Section 2.06 of the Thirty-Fourth Supplemental Indenture may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

7. RESERVED.

8. CHANGE OF CONTROL TRIGGERING EVENT. In the event of a Change of Control Triggering Event, the Holders of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase pursuant to the provisions of Section 2.08 of the Thirty-Fourth Supplemental Indenture, subject to compliance with the procedures specified pursuant to the Thirty-Fourth Supplemental Indenture.

9. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Stated Maturity or Maturity of this Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or of this Security), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

10. UNCLAIMED MONEY. Subject to the terms of the Indenture, if money for the payment of principal, premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request, and thereafter Holders entitled to the money shall, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

11. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Securities of each series affected by the amendment. Without the consent of any Holder, the Company, the Guarantors, if any, and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure certain ambiguities or correct certain mistakes or to create another series of Securities and establish its terms.

12. DEFAULTS AND REMEDIES. The Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5), (6) and (7) of the Base Indenture apply to this Security.

If an Event of Default, other than an Event of Default described in Section 5.1(5) or (6) of the Base Indenture, with respect to the Outstanding Securities of the same series as this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued and unpaid interest, if any, on the aggregate principal amount of all Outstanding Securities of the same series as this Security to be due and payable, and upon any such declaration, such principal and interest, if any, shall be immediately due and payable; *provided* that, after such a declaration of acceleration with respect to this Security has been made, the Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided, and subject to satisfaction of the conditions set forth, in the Indenture. If an Event of Default specified in Section 5.1(5) or Section 5.1(6) of the Base Indenture occurs with respect to the Securities of the same series as this Security, the principal of and accrued and unpaid interest, if any, on all the Outstanding Securities of that series shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Securities or any other party.

The Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may waive, on behalf of all Holders of such Securities, any past Default or Event of Default with respect to such securities and its consequences except (a) a Default or Event of Default in the payment of the principal of, or interest on, any such Security or (b) a Default or Event of Default in respect of a covenant or provision of the Indenture which, pursuant to the Indenture, cannot be amended or modified without the consent of each Holder of each affected Outstanding Security of the same series as this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

13. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

14. TRUSTEE DEALINGS WITH COMPANY. Subject to the TIA, The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company, the Guarantors, if any, or their respective affiliates, and may otherwise deal with the Company, the Guarantors, if any, or their respective affiliates, as if it were not Trustee.

15. NO RECOURSE AGAINST OTHERS. No director, officer, employee, stockholder, member, general or limited partner of the Company or any Guarantor as such or in such capacity shall have any personal liability for any obligations of the Company or any Guarantor under this Security, any guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Security, waives and releases all such liability. Such waiver and release are part of the consideration for the issue of this Security.

16. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to discharge and defeasance.

17. GUARANTEES. This Security initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to this Security.

18. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication by manual, facsimile or electronic signature on the other side of this Security.

19. GOVERNING LAW. THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

20. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

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ASSIGNMENT FORM

If you, as Holder of this Security, want to assign this Security, fill in the form below: I or we assign and transfer this Security to:

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint:

as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him/her.

Date: _____

Your signature:

(Your signature must correspond with the name as it appears upon the face of this Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee)

Signature

Guarantee: _____

Each of the undersigned (collectively, the “**Guarantors**”) have guaranteed, jointly and severally, absolutely, unconditionally and irrevocably (such guarantee by each Guarantor being referred to herein as the “**Guarantee**”) (i) the due and punctual payment of the principal of (and premium, if any) and interest on the 2.250% Senior Notes due 2031 (the “**Notes**”) issued by Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), the due and punctual payment of interest on the overdue principal and interest, if any, on the Notes, to the extent lawful, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms set forth in Article 12 of the Indenture and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Section 12.3 of the Base Indenture.

No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of the Guarantors, as such or in such capacity, shall have any personal liability for any obligations of the Guarantors under the Guarantees by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Guarantees.

Each Holder of a Note by accepting a Note agrees that any Guarantor named below shall have no further liability with respect to its Guarantee if such Guarantor otherwise ceases to be liable in respect of its Guarantee in accordance with the terms of the Indenture.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Notes.

The Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Notes upon which the Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual, facsimile or electronic signature of one of its authorized signatories.

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Guarantors:

[•],
as Guarantors

By: _____

Name:

Title:

Exhibit B
PURCHASE NOTICE

(1) Pursuant to Section 2.08 of the Thirty-Fourth Supplemental Indenture, the undersigned hereby elects to have its Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it or an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Payment Date, as applicable, as provided in the Thirty-Fourth Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Social Security or other Taxpayer Identification Number of recipient of Change of Control Payment Principal amount to be repurchased:

Remaining aggregate principal amount following such repurchase (at least U.S.\$2,000 or an integral multiple of \$1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of the related Note in every particular, without alteration or any change whatsoever.

THIRTY-FIFTH SUPPLEMENTAL INDENTURE

THIRTY-FIFTH SUPPLEMENTAL INDENTURE (this “**Thirty-Fifth Supplemental Indenture**”), dated as of March 2, 2021, between Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), and The Bank of New York Mellon Trust Company, N.A., a national banking association (the “**Trustee**”).

WHEREAS, the Company, certain other parties thereto and the Trustee entered into an Indenture (the “**Base Indenture**”), dated as of April 15, 2013, pursuant to which the Company may issue Securities from time to time;

WHEREAS, the Company proposes to issue and establish a new series of Securities in accordance with Section 3.1 of the Base Indenture pursuant to this Thirty-Fifth Supplemental Indenture (the Base Indenture, as supplemented and amended by this Thirty-Fifth Supplemental Indenture, the “**Indenture**”); and

WHEREAS, all things necessary to make this Thirty-Fifth Supplemental Indenture the legal, valid and binding obligation of the Company have been done.

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.* Capitalized terms used herein without definition shall have the respective meanings given them in the Base Indenture, *provided* that references to “this Indenture”, “herein”, “hereof” and “hereunder” and other words of a similar import in the Base Indenture shall be deemed to be a reference to the Base Indenture as supplemented and amended by this Thirty-Fifth Supplemental Indenture. Any references to “Article” or “Section” herein shall be a reference to an article or section of this Thirty-Fifth Supplemental Indenture unless expressly specified otherwise. For purposes of this Thirty-Fifth Supplemental Indenture, the following terms shall have the meanings specified below, notwithstanding any contrary definition in the Base Indenture.

“**Below Investment Grade Rating Event**” means the rating on the Notes (as hereinafter defined) is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any Rating Agency).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company and its Subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding voting stock of the Company or such other entity is converted into or exchanged for cash, securities or other property (except when voting stock of the Company constitutes, or is converted into, or exchanged for, at least a majority of the voting stock of the surviving person).

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes (assuming for this purpose that the Notes matured on the Par Call Date (as defined in Section 2.06)).

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date:

(i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; or

(ii) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of such Reference Treasury Dealer Quotations; or

(iii) if the Company obtains only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fitch” means Fitch Ratings, Inc. and any successor to its rating agency business.

“Independent Investment Banker” means one of the Reference Treasury Dealers or its successor selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, respectively.

“Rating Agencies” means each of Fitch, Moody’s and S&P, so long as such entity makes a rating of the Notes publicly available; *provided, however*, if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of the Company, the Company shall be allowed to designate a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(e)(2)(vi)(F) under the Exchange Act (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for the agency that ceased to make such a rating publicly available. For the avoidance of doubt, failure by the Company to pay rating agency fees to make a rating of the Notes shall not be a “reason outside of the control of the Company” for the purposes of the preceding sentence.

“Reference Treasury Dealers” means each of: (i) J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and a Primary Treasury Dealer (as defined below) selected by U.S. Bancorp Investments, Inc. (or their respective successors) and (ii) two additional primary U.S. government securities dealers (a **“Primary Treasury Dealer”**) selected by the Company. If any of the foregoing ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer in its place.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“S&P” means Standard & Poor’s Global Ratings, a division of S&P Global Inc.

“Treasury Rate” means, with respect to any Redemption Date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Par Call Date yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), (2) if the period from the Redemption Date to the Par Call Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or (3) if such release (or any successor release) is not published during

the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity, computed as of the third Business Day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the Comparable Treasury Price for the Redemption Date.

Section 1.02. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the definitions of “Affiliate”, “Credit Agreement”, “Credit Facilities”, “Eligible Cash Equivalents” and “Guarantors” as they appear in Section 1.1 thereof to read as follows:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Credit Agreement**” means the Seventh Amended and Restated Credit Agreement, dated as of September 21, 2018, among the Company, J.P. Morgan Chase Bank, N.A., as administrative agent, and various financial institutions and other persons from time to time party thereto, as amended by that certain Amendment Agreement, dated as of March 29, 2019, that certain Second Amendment Agreement, dated as of April 5, 2019, that certain Third Amendment and Joinder Agreement, dated as of May 29, 2019, and as may be further amended, supplemented, or modified from time to time after the date thereof.

“**Credit Facilities**” means one or more credit facilities (including the Credit Agreement) with banks or other lenders providing for revolving loans or term loans or the issuance of letters of credit or bankers’ acceptances or the like.

“**Eligible Cash Equivalents**” means any of the following: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) maturing not more than one year after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (ii) time deposits in and certificates of deposit of any Eligible Bank (or in any other financial institution to the extent the amount of such deposit is within the limits insured by the Federal Deposit Insurance Corporation), *provided* that such investments have a maturity date not more than two years after the date of acquisition and that the average life of all such investments is one year or less from the respective dates of acquisition; (iii) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (i) above or clause (iv) below entered into with any Eligible Bank or securities dealers of recognized national standing; (iv) direct obligations issued by any state of the United States or any political subdivision or public instrumentality thereof, *provided* that such investments mature, or are subject to tender at the option of the holder

thereof, within 365 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement) and, at the time of acquisition, have 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 equivalent ratings by any other nationally recognized rating agency); (v) commercial paper of any Person other than an Affiliate of the Company and other than structured investment vehicles, *provided* that such investments have a rating of at least A-2 or P-2 from either S&P or Moody’s and mature within 180 days after the date of acquisition (or such other maturities if not prohibited by the Credit Agreement); (vi) overnight and demand deposits in and bankers’ acceptances of any Eligible Bank and demand deposits in any bank or trust company to the extent insured by the Federal Deposit Insurance Corporation against the Bank Insurance Fund; (vii) money market funds (and shares of investment companies that are registered under the Investment Company Act of 1940) substantially all of the assets of which comprise investments of the types described in clauses (i) through (vi); (viii) United States dollars, or money in other currencies received in the ordinary course of business; (ix) asset-backed securities and corporate securities that are eligible for inclusion in money market funds; (x) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody’s; provided such investments will not be considered Eligible Cash Equivalents to the extent that the aggregate amount of investments by the Company and its Subsidiaries in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody’s exceeds 20% of the aggregate amount of their investments in fixed maturity securities; and (xi) instruments equivalent to those referred to in clauses (i) through (vi) above or funds equivalent to those referred to in clause (vii) above denominated in Euros or any other foreign currency customarily used by corporations for cash management purposes in jurisdictions outside the United States to the extent advisable in connection with any business conducted by the Company or any Subsidiary, all as determined in good faith by the Company.

“**Guarantors**” means, subject to Section 12.7, any Subsidiaries that become Guarantors pursuant to Section 9.9.

Section 1.03. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 9.9 to read as follows:

“Section 9.9. *Guarantees*. If this Section 9.9 is specified as applicable to the Securities of a series pursuant to Section 3.1, the Company will cause each of its wholly-owned Subsidiaries that is formed or otherwise incorporated in the United States or a state thereof or the District of Columbia that guarantees or becomes a co-obligor in respect of any Debt of the Company under the Credit Facilities after the initial issue date of the Securities of such series to enter into a supplemental indenture in the form of Exhibit A (which shall not be required to be signed by the other then-existing Guarantors) or as otherwise specified with respect to the Securities of such series pursuant to which such Subsidiary shall agree to guarantee the Securities of such series on the terms set forth in Article 12 hereof or on such other terms as are specified as applicable to such series pursuant to Section 3.1. Any such additional Guarantor shall be subject to release from such Guarantee under the circumstances set forth in Section 12.7 or as otherwise specified with respect to such Securities.”

Section 1.04. The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 12.7(2) thereof to read as follows:

“(2) at any time that such Guarantor is released from all of its obligations (other than contingent indemnification obligations that may survive such release) as a guarantor or co-obligor of all Debt of the Company under the Credit Facilities except a discharge by or as a result of payment under such guarantee;”.

Section 1.05. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.3 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, if fewer than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee shall select, by lot, the Securities of the series to be redeemed; provided, that with respect to Securities issued in global form, beneficial interests therein shall be selected for redemption by the Depository therefor in accordance with its standard procedures.”

Section 1.06. The Base Indenture is hereby amended, solely with respect to the Notes, by amending the first sentence of Section 10.4 thereof to read as follows:

“Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not more than 60 days nor less than 15 days prior to the Redemption Date to the Holders of the Securities to be redeemed.”

Section 1.07 The Base Indenture is hereby amended, solely with respect to the Notes, by amending Section 4.6(c) and Section 4.6(d) thereof to read as follows:

“(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the beneficial owners of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.”

ARTICLE 2
THE NOTES

There is hereby established a new series of Securities with the following terms:

Section 2.01. *Title; Nature.* Pursuant to the terms hereof and Sections 2.1, 3.1 and 3.3 of the Base Indenture, the Company hereby creates a series of Securities designated as the “3.100% Senior Notes due 2041” (the “Notes”), which shall be deemed “Securities” for all purposes under the Base Indenture. The CUSIP Number of the Notes shall be 31620MBU9.

Section 2.02. *Principal Amount.* The limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 3.4, 3.5, 3.6, 8.6 or 10.7 of the Base Indenture or Section 2.08 of this Thirty-Fifth Supplemental Indenture and except (i) for any Notes which, pursuant to Section 3.3 of the Base Indenture, are deemed never to have been authenticated and delivered thereunder and (ii) as provided in the last sentence of Section 3.1(c) of the Base Indenture) is \$750,000,000. The Company may from time to time, without notice to, or the consent of, the Holders of the Notes increase the principal amount of the Notes, on the same terms and conditions (except for the issue date, the public offering price and, in some cases, the first interest payment date and the initial interest accrual date); *provided* that if any additional Notes are issued at a price that causes them to have “original issue discount” within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, such additional Notes shall not have the same CUSIP Number as the original Notes. The Notes shall be initially issued on the date hereof and thereafter upon any reopening of the series of which the Notes are a part.

Section 2.03. *Stated Maturity of Principal.* The date on which the principal of the Notes is payable, unless the Notes are theretofore accelerated or redeemed or purchased pursuant to the Indenture, shall be March 1, 2041. The Notes shall bear no premium upon payment at Stated Maturity.

Section 2.04. *Interest.* The rate at which the Notes shall bear interest shall be 3.100% per annum. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually in arrears in accordance herewith and with the Indenture. Interest on the Notes shall accrue on the principal amount from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or the date on which the principal of the Notes has been paid or made available for payment, as the case may be. The Interest Payment Date of the Notes shall be March 1 and September 1 of each year. The initial Interest Payment Date shall be September 1, 2021. The Regular Record Date corresponding to any Interest Payment Date occurring on March 1 shall be the

immediately preceding February 15 (whether or not a Business Day), and the Regular Record Date corresponding to any Interest Payment Date occurring on September 1 shall be the immediately preceding August 15 (whether or not a Business Day). Interest payable on the Notes on an Interest Payment Date shall be payable to the Persons in whose name the Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date *provided, however*, that Defaulted Interest shall be payable as provided in the Base Indenture.

Section 2.05. *Place of Payment.* The Place of Payment where the principal of and premium, if any, and interest on the Notes shall be payable is at the agency of the Company maintained for that purpose at the office of The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, 7E, Attention: Corporate Trust Administration, New York, New York 10286; *provided, however*, that payment of interest due on an Interest Payment Date may be made at the option of the Company by check mailed to the address of the Person entitled thereto as such address shall appear in the Register or by transfer to an account maintained by the Person entitled thereto with a bank located in the United States; *provided* that the Paying Agent shall have received the relevant wire transfer information by the related Regular Record Date; and *provided further* that the Depository, or its nominee, as Holder of Notes in global form, shall be entitled to receive payments of interest, principal and premium, if any, by wire transfer of immediately available funds.

Section 2.06. *Optional Redemption.*

(a) The provisions of Article 10 of the Base Indenture shall be applicable to the Notes, subject to the provisions of this Section 2.06.

(b) The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to September 1, 2040 (the date that is 6 months prior to the maturity date) (the “**Par Call Date**”) at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 17.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). The Company shall give the Trustee written notice of the Redemption Price with respect to any redemption pursuant to this clause (b) promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation. On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

(c) Any redemption or notice thereof pursuant to this Section 2.06 may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

Section 2.07. *Reserved.*

Section 2.08. *Right to Require Repurchase Upon a Change of Control Triggering Event.*

(a) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "**Change of Control Offer**") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, the Company shall mail or transmit in accordance with the applicable procedures of the Depositary a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 2.08 and that all Notes validly tendered and not withdrawn will be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Payment Date," which date shall be no earlier than 15 days and no later than 60 days from the date such notice is mailed or transmitted;

(iv) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Purchase Notice" attached hereto as Exhibit B completed, or transfer the Notes by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(v) that Holders of the Notes will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his or her election to have the Notes purchased; and

(vi) if the notice is mailed or transmitted prior to the date of the consummation of the Change of Control, the notice will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the applicable procedures of the Depositary), and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered and not withdrawn a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

(d) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.08, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 2.08 by virtue of such conflicts.

(e) Notwithstanding the foregoing, the Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (ii) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption to the Holders of the Notes as provided under Section 2.06 hereof unless the Company has failed to pay the Redemption Price on the Redemption Date.

Section 2.09. *No Sinking Fund.* There shall be no obligation of the Company to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions, or except as set forth in Section 2.08 hereof, to repay any of the Notes prior to March 1, 2041 at the option of a Holder thereof. Article 11 of the Base Indenture shall not apply to the Notes.

Section 2.10. *Guarantees.* The Notes initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to the Notes.

Section 2.11. *Denominations.* The Notes shall be issued in fully registered form as Registered Securities (and shall in no event be issuable in the form of Bearer Securities) in denominations of two thousand Dollars (\$2,000) or any amount in excess thereof which is an integral multiple of one thousand Dollars (\$1,000). The Notes shall be denominated, and all payments thereon shall be made, in Dollars.

Section 2.12. *Global Notes.* The Notes shall initially be issued in global form. The Depository Trust Company shall be the initial Depository for the Notes. The Notes shall be transferred only in accordance with the provisions of Section 3.5 of the Base Indenture. Beneficial interests in Notes issued in global form shall be exchangeable for certificated Securities representing such Notes only the circumstances set forth in the seventh paragraph of Section 3.5 of the Base Indenture.

Section 2.13. *Form of Notes.* The form of the global Security representing the Notes is attached hereto as Exhibit A.

Section 2.14. *Defeasance.* For purposes of the Notes, Section 2.08 of this Thirty-Fifth Supplemental Indenture shall be considered an additional covenant specified pursuant to Section 3.1 of the Base Indenture for purposes of Section 4.5 of the Base Indenture.

Section 2.15. *Events of Default.* The Events of Default set forth in Sections 5.1 (1), (2), (3), (4), (5), (6) and (7) of the Base Indenture shall apply to the Notes.

Section 2.16. *Other Provisions.* The Trustee is appointed as the initial Registrar and Paying Agent for the Notes. The Trustee may authenticate the Notes by manual, facsimile or electronic signature.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Base Indenture; Effect of the Thirty-Fifth Supplemental Indenture.* The Base Indenture, as supplemented and amended hereby, is in all respects ratified and confirmed, and the terms and conditions thereof, as amended hereby, shall be and remain in full force and effect. The Base Indenture and the Thirty-Fifth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 3.02. *Conflict with Trust Indenture Act.* If any provision hereof limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Thirty-Fifth Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required or deemed included provision shall control.

Section 3.03. *Successors and Assigns.* All covenants and agreements in this Thirty-Fifth Supplemental Indenture by the Company or any Guarantor shall bind its successors and assigns, whether expressed or not.

Section 3.04. *Separability Clause.* In case any provision in this Thirty-Fifth Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.05. *Benefits of Indenture.* Nothing in this Thirty-Fifth Supplemental Indenture, the Base Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Registrar, any Paying Agent and the Holders, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 3.06. *Recitals.* The recitals contained in this Thirty-Fifth Supplemental Indenture shall be taken as the statements of the Company; and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Thirty-Fifth Supplemental Indenture.

Section 3.07. *Governing Law.* THIS THIRTY-FIFTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 3.08. *Counterparts.* This Thirty-Fifth Supplemental Indenture 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 Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Thirty-Fifth Supplemental Indenture to be duly executed as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Virginia Daughtrey
Name: Virginia Daughtrey
Title: Senior Vice President of
Finance and Treasurer

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Kenneth Helbig
Name: Kenneth Helbig
Title: Vice President

Exhibit A
FORM OF NOTE CERTIFICATE

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. A-[]

CUSIP No. 31620MBU9

3.100% SENIOR NOTES DUE 2041

FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of [] Dollars (\$[]) on March 1, 2041.

Interest Payment Dates: March 1 and September 1, with the first Interest Payment Date to be September 1, 2021

Regular Record Dates: February 15 and August 15 (whether or not a Business Day)

Dated:

A-1

By: _____

Name:

Title:

Certificate of Authentication

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, certifies that this is one of the Securities of the series described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____

Name:

Title: Authorized Signatory

Dated:

3.100% SENIOR NOTES DUE 2041

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture referred to below unless otherwise indicated. This Security is one of the series of Securities designated on the face hereof issued under the Indenture, unlimited in aggregate principal amount (the “**Notes**”).

1. **INTEREST.** Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), promises to pay interest on the principal amount of this Security at the rate of 3.100% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each, an “*Interest Payment Date*”), commencing on September 1, 2021 until the principal is paid or made available for payment. Interest on this Security will accrue from, and including, the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from, and including, March 2, 2021, in each case to, but excluding, the next Interest Payment Date or the date on which the principal hereof has been paid or made available for payment, as the case may be. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed in accordance with the Indenture referred to below) on the applicable Interest Payment Date to the Persons who are registered Holders at the close of business on February 15 and August 15 (whether or not a Business Day) immediately preceding the applicable Interest Payment Date. A holder must surrender this Security to a Paying Agent to collect principal and premium payments. The Company shall pay principal, premium, if any, and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. **INDENTURE.** The Company issued this Security under the Indenture (the “**Base Indenture**”), dated as of April 15, 2013, among Fidelity National Information Services, Inc., certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, as amended by the Thirty-Fifth Supplemental Indenture (the “**Thirty-Fifth Supplemental Indenture**”), dated as of March 2, 2021, between the Company and said Trustee (the Base Indenture, as amended by the Thirty-Fifth Supplemental Indenture, the “**Indenture**”). The terms of this Security were established pursuant to the Thirty-Fifth Supplemental Indenture. The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (“**TIA**”). This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA. The Company will provide a copy of the Indenture, without charge, upon written request to the Company sent to 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. Subject to Section 3.8 of the Base Indenture, the registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. The Company may, at its option, redeem the Notes, in whole or in part, at any time prior to the Par Call Date, at a Redemption Price equal to the greater of (i) 100% of the aggregate principal amount of any Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal of (or the portion of the principal of) and interest on the Notes to be redeemed that would have been due if the Notes matured on the Par Call Date, not including accrued and unpaid interest, if any, to the Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 17.0 basis points, plus, in each case, accrued and unpaid interest, if any, on the Notes being redeemed to, but not including, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date). On or after the Par Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at a Redemption Price equal to 100% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, on the Notes being redeemed to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on any Interest Payment Date that is on or prior to the Redemption Date).

Any redemption or notice thereof pursuant to Section 2.06 of the Thirty-Fifth Supplemental Indenture may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an equity offering, other offering, issuance of indebtedness or other transaction or event.

7. RESERVED.

8. CHANGE OF CONTROL TRIGGERING EVENT. In the event of a Change of Control Triggering Event, the Holders of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of purchase pursuant to the provisions of Section 2.08 of the Thirty-Fifth Supplemental Indenture, subject to compliance with the procedures specified pursuant to the Thirty-Fifth Supplemental Indenture.

9. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Stated Maturity or Maturity of this Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or of this Security), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

10. UNCLAIMED MONEY. Subject to the terms of the Indenture, if money for the payment of principal, premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request, and thereafter Holders entitled to the money shall, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

11. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Securities of each series affected by the amendment. Without the consent of any Holder, the Company, the Guarantors, if any, and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure certain ambiguities or correct certain mistakes or to create another series of Securities and establish its terms.

12. DEFAULTS AND REMEDIES. The Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5), (6) and (7) of the Base Indenture apply to this Security.

If an Event of Default, other than an Event of Default described in Section 5.1(5) or (6) of the Base Indenture, with respect to the Outstanding Securities of the same series as this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued and unpaid interest, if any, on the aggregate principal amount of all Outstanding Securities of the same series as this Security to be due and payable, and upon any such declaration, such principal and interest, if any, shall be immediately due and payable; *provided* that, after such a declaration of acceleration with respect to this Security has been made, the Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided, and subject to satisfaction of the conditions set forth, in the Indenture. If an Event of Default specified in Section 5.1(5) or Section 5.1(6) of the Base Indenture occurs with respect to the Securities of the same series as this Security, the principal of and accrued and unpaid interest, if any, on all the Outstanding Securities of that series shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Securities or any other party.

The Holders of a majority in aggregate principal amount of all Outstanding Securities of the same series as this Security, by written notice to the Trustee, may waive, on behalf of all Holders of such Securities, any past Default or Event of Default with respect to such securities and its consequences except (a) a Default or Event of Default in the payment of the principal of, or interest on, any such Security or (b) a Default or Event of Default in respect of a covenant or provision of the Indenture which, pursuant to the Indenture, cannot be amended or modified without the consent of each Holder of each affected Outstanding Security of the same series as this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

13. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

14. TRUSTEE DEALINGS WITH COMPANY. Subject to the TIA, The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company, the Guarantors, if any, or their respective affiliates, and may otherwise deal with the Company, the Guarantors, if any, or their respective affiliates, as if it were not Trustee.

15. NO RECOURSE AGAINST OTHERS. No director, officer, employee, stockholder, member, general or limited partner of the Company or any Guarantor as such or in such capacity shall have any personal liability for any obligations of the Company or any Guarantor under this Security, any guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Security, waives and releases all such liability. Such waiver and release are part of the consideration for the issue of this Security.

16. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to discharge and defeasance.

17. GUARANTEES. This Security initially will not be guaranteed by any Subsidiary. Section 9.9 and Article 12 of the Indenture shall apply to this Security.

18. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication by manual, facsimile or electronic signature on the other side of this Security.

19. GOVERNING LAW. THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

20. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[Remainder of Page Intentionally Left Blank]

ASSIGNMENT FORM

If you, as Holder of this Security, want to assign this Security, fill in the form below: I or we assign and transfer this Security to:

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint:

as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him/her.

Date: _____

Your signature:

(Your signature must correspond with the name as it appears upon the face of this Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee)

Signature
Guarantee: _____

Each of the undersigned (collectively, the “**Guarantors**”) have guaranteed, jointly and severally, absolutely, unconditionally and irrevocably (such guarantee by each Guarantor being referred to herein as the “**Guarantee**”) (i) the due and punctual payment of the principal of (and premium, if any) and interest on the 3.100% Senior Notes due 2041 (the “**Notes**”) issued by Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), the due and punctual payment of interest on the overdue principal and interest, if any, on the Notes, to the extent lawful, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms set forth in Article 12 of the Indenture and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Section 12.3 of the Base Indenture.

No director, officer, employee, stockholder, general or limited partner or incorporator, past, present or future, of the Guarantors, as such or in such capacity, shall have any personal liability for any obligations of the Guarantors under the Guarantees by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Guarantees.

Each Holder of a Note by accepting a Note agrees that any Guarantor named below shall have no further liability with respect to its Guarantee if such Guarantor otherwise ceases to be liable in respect of its Guarantee in accordance with the terms of the Indenture.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Notes.

The Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Notes upon which the Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual, facsimile or electronic signature of one of its authorized signatories.

[The Remainder of This Page Intentionally Left Blank; Signature Pages Follow]

Guarantors:

[•],
as Guarantors

By: _____

Name:

Title:

Exhibit B
PURCHASE NOTICE

(1) Pursuant to Section 2.08 of the Thirty-Fifth Supplemental Indenture, the undersigned hereby elects to have its Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it or an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Payment Date, as applicable, as provided in the Thirty-Fifth Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Social Security or other Taxpayer Identification Number of recipient of Change of Control Payment

Principal amount to be repurchased:

Remaining aggregate principal amount following such repurchase (at least U.S.\$2,000 or an integral multiple of \$1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of the related Note in every particular, without alteration or any change whatsoever.

WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
 New York, NY 10019-6099
 Tel: 212 728 8000
 Fax: 212 728 8111

March 2, 2021

Fidelity National Information Services, Inc.
 601 Riverside Avenue
 Jacksonville, Florida 32204

Re: Fidelity National Information Services, Inc.
0.375% Senior Notes due 2023, 0.600% Senior Notes due 2024, 1.150% Senior Notes due 2026, 1.650% Senior Notes due 2028, 2.250% Senior Notes due 2031 and 3.100% Senior Notes due 2041

Ladies and Gentlemen:

We have acted as special counsel for Fidelity National Information Services, Inc., a Georgia corporation (the "Company"), in connection with the issuance and sale of \$750,000,000 aggregate principal amount of 0.375% Senior Notes due 2023, \$750,000,000 aggregate principal amount of 0.600% Senior Notes due 2024, \$1,250,000,000 aggregate principal amount of 1.150% Senior Notes due 2026, \$750,000,000 aggregate principal amount of 1.650% Senior Notes due 2028, \$1,250,000,000 aggregate principal amount of 2.250% Senior Notes due 2031 and \$750,000,000 aggregate principal amount of 3.100% Senior Notes due 2041 (collectively, the "Securities"), pursuant to the Underwriting Agreement, dated February 23, 2021 (the "Underwriting Agreement"), among the Company and the underwriters listed on Schedule 1 thereto (the "Underwriters"). The Securities will be issued pursuant to an Indenture, dated as of April 15, 2013 (the "Base Indenture"), among the Company, certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as amended by a Thirtieth Supplemental Indenture, to be dated as of March 2, 2021 (the "Thirtieth Supplemental Indenture"), a Thirty-First Supplemental Indenture, to be dated as of March 2, 2021 (the "Thirty-First Supplemental Indenture"), a Thirty-Second Supplemental Indenture, to be dated as of March 2, 2021 (the "Thirty-Second Supplemental Indenture"), a Thirty-Third Supplemental Indenture, to be dated as of March 2, 2021 (the "Thirty-Third Supplemental Indenture"), a Thirty-Fourth Supplemental Indenture, to be dated as of March 2, 2021 (the "Thirty-Fourth Supplemental Indenture") and a Thirty-Fifth Supplemental Indenture, to be dated as of March 2, 2021 (the "Thirty-Fifth Supplemental Indenture") and, together with the Thirtieth Supplemental Indenture, the Thirty-First Supplemental Indenture, the Thirty-Second Supplemental Indenture, the Thirty-Third Supplemental Indenture and the Thirty-Fourth Supplemental Indenture, the "Supplemental Indentures" and, collectively with the Base Indenture, the "Indenture").

The offer and sale of the Securities is being made pursuant to the Registration Statement (the "Registration Statement") on Form S-3 (Registration No. 333-232920), relating to the Securities and other securities, filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), including the prospectus supplement, dated February 23, 2021 (the "Prospectus Supplement"), filed by the Company with the Commission on February 23, 2021. This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

NEW YORK WASHINGTON HOUSTON PALO ALTO SAN FRANCISCO CHICAGO
 PARIS LONDON FRANKFURT BRUSSELS MILAN ROME

We have examined (a) the Registration Statement; (b) the Prospectus Supplement; (c) an executed copy of the Underwriting Agreement; (d) a copy of the certificates, dated March 2, 2021, representing the Securities; and (e) an executed copy of the Indenture. In addition, we have examined the originals (or copies certified or otherwise identified to our satisfaction) of such other corporate records, agreements, instruments, certificates, and documents and have reviewed such questions of law and made such inquiries as we have deemed necessary or appropriate for the purposes of the opinions rendered herein.

In such examination, we have assumed the genuineness of all signatures on all documents examined by us, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies and the authenticity of the originals of such latter documents. We have also assumed that the books and records of the Company have been maintained in accordance with proper corporate procedures. As to any facts material to our opinion, we have, when the relevant facts were not independently established, relied upon the documents referred to in clauses (a) through (e) above and the aforesaid other agreements, instruments, certificates, documents and records, as well as upon statements and certificates of officers and other representatives of the Company and others and of public officials. We have assumed that such statements, and that the representations in such documents, agreements, instruments, certificates and records, are and will continue to be true and complete without regard to any qualification as to knowledge or belief.

We have also assumed for purposes of this opinion letter, without investigation, that: (i) each of the parties to the Indenture and the Securities (collectively, the "Transaction Documents") and each person executing and delivering any of the Transaction Documents by or on behalf of any such party, has the full power, authority and legal capacity (including the taking of all requisite action) to execute, deliver and perform, or cause the performance of, as the case may be, such party's obligations under the Transaction Documents; (ii) each of the parties to any of the Transaction Documents has been duly formed and organized and each of such parties is validly existing and, if applicable, in good standing, in the respective jurisdiction of its formation; (iii) each of the parties to any of the Transaction Documents has duly authorized, executed and delivered each such Transaction Document; (iv) the execution and delivery by any party of, and the performance of its obligations under, the Transaction Documents, does not and will not contravene, conflict with, violate, or result in a breach of or default under any law, rule, regulation, resolution, guideline, interpretation, restriction, limitation, policy, procedure, ordinance, order, writ, judgment, decree, determination, or ruling applicable to such party, or to the property of such party; (v) any authorization, approval, consent, waiver, or other action by, notice to, or filing, qualification, or declaration with, any governmental or regulatory authority or body or other person required for the due execution, delivery, or performance of any of the Transaction Documents or the consummation of the transactions contemplated thereby, including the issuance and sale of the Securities, by or on behalf of any of the parties to any such Transaction Document has been obtained or made; and (vi) any litigation relating to the Transaction Documents will be brought before a New York State court or a United States federal court sitting in New York.

Based upon and subject to the foregoing, and subject to the further limitations, qualifications and assumptions stated herein, we are of the opinion that when the certificates representing the Securities have been authenticated and delivered by the Trustee in accordance with the terms of the Indenture, and the Securities have been delivered by the Company to the Underwriters against payment therefor in accordance with the terms of the Underwriting Agreement and the Indenture, the Securities will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws affecting creditors' rights generally and to general equitable principles, regardless of whether such principles are considered in a proceeding at law or in equity.

The opinion expressed herein is limited in all respects to the laws of the State of New York, and no opinion is expressed with respect to the laws of any other jurisdiction or any effect which such laws may have on the opinion expressed herein. We express no opinion as to the application of the securities or blue sky laws of the several states to the sale of the Securities. Without limiting the generality of the foregoing, except as set forth herein, we express no opinion in connection with the matters contemplated by the Registration Statement, and no opinion may be implied or inferred, except as expressly set forth herein.

This opinion letter is rendered as of the date hereof based upon the facts and law in existence on the date hereof. We assume no obligation to update or supplement this opinion letter to reflect any circumstances that may come to our attention after the date hereof with respect to the opinion and statements set forth above, including any changes in applicable law that may occur after the date hereof.

We consent to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K to be filed in connection with the issuance and sale of the Securities, which will be incorporated by reference into the Registration Statement and the Prospectus Supplement and to the use of our name under the heading "Legal Matters" contained in the Prospectus Supplement. In giving our consent, we do not thereby concede that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Willkie Farr & Gallagher LLP



NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

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Atlanta, GA 30363
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March 2, 2021

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204

Re: Offering of Senior Notes by Fidelity National Information Services, Inc.

Ladies and Gentlemen:

We have acted as Georgia counsel for Fidelity National Information Services, Inc., a Georgia corporation ("**FIS**"), in connection with the issuance and sale of \$750,000,000 aggregate principal amount of 0.375% senior notes due 2023 (the "**2023 Notes**"), \$750,000,000 aggregate principal amount of 0.600% senior notes due 2024 (the "**2024 Notes**"), \$1,250,000,000 aggregate principal amount of 1.150% senior notes due 2026 (the "**2026 Notes**"), \$750,000,000 aggregate principal amount of 1.650% senior notes due 2028 (the "**2028 Notes**"), \$1,250,000,000 aggregate principal amount of 2.250% senior notes due 2031 (the "**2031 Notes**") and \$750,000,000 aggregate principal amount of 3.100% senior notes due 2041 (the "**2041 Notes**") and, collectively with the 2023 Notes, the 2024 Notes, the 2026 Notes, the 2028 Notes and the 2031 Notes, the "**Securities**"), pursuant to the Underwriting Agreement, dated February 23, 2021 (the "**Underwriting Agreement**"), among FIS, J.P. Morgan Securities LLC, Barclays Capital Inc., Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and U.S. Bancorp Investments, Inc., as representatives of the several underwriters of the Securities listed on *Schedule 1* thereto. The Securities will be issued pursuant to an Indenture dated as of April 15, 2013 (the "**Base Indenture**") among FIS, certain other parties thereto and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented by a thirtieth supplemental indenture dated as of March 2, 2021 relating to the 2023 Notes (the "**Thirtieth Supplemental Indenture**"), a thirty-first supplemental indenture dated as of March 2, 2021 relating to the 2024 Notes (the "**Thirty-First Supplemental Indenture**"), a thirty-second supplemental indenture dated as of March 2, 2021 relating to the 2026 Notes (the "**Thirty-Second Supplemental Indenture**"), a thirty-third supplemental indenture dated as of March 2, 2021 relating to the 2028 Notes (the "**Thirty-Third Supplemental Indenture**"), the thirty-fourth supplemental indenture dated as of March 2, 2021, relating to the 2031 Notes (the "**Thirty-Fourth Supplemental Indenture**") and the thirty-fifth supplemental indenture dated as of March 2, 2021 relating to the 2041 Notes (the "**Thirty-Fifth Supplemental Indenture**" and, together with the Thirtieth Supplemental Indenture, the Thirty-First Supplemental Indenture, the Thirty-Second Supplemental Indenture, the Thirty-Third Supplemental Indenture and the Thirty-Fourth Supplemental Indenture, the "**Supplemental Indentures**" and, together with the Base Indenture, the "**Indenture**").

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | MARYLAND | MASSACHUSETTS | NEW YORK
NORTH CAROLINA | SOUTH CAROLINA | TENNESSEE | WEST VIRGINIA

The offer and sale of the Securities is being made pursuant to the Registration Statement (the "**Registration Statement**") on Form S-3 (Registration No. 333-232920), relating to the Securities and other securities, filed by FIS with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), including the prospectus supplement dated February 23, 2021 (the "**Prospectus Supplement**"), and the accompanying prospectus filed by FIS with the Commission. This opinion letter is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

For the purposes of the opinions expressed in this opinion letter, we have (i) examined originals or copies of the Indenture and the Global Notes, and of such other documents, corporate records, instruments, certificates of public officials and of FIS; (ii) made such inquiries of officials of FIS; and (iii) considered such questions of law, in each case as we have deemed necessary for the purpose of rendering the opinions set forth in this opinion letter.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all items submitted to us as originals and the conformity with originals of all items submitted to us as copies. Also, in examining executed documents for the purposes of the opinions expressed in this opinion letter, we have assumed that: (i) each entity other than FIS is validly existing and in good standing (or the equivalent) as a corporation, limited liability company or other applicable legal entity under the laws of its jurisdiction of organization and has the requisite power and authority to execute and deliver such documents to which it is a party and to carry out and consummate all transactions contemplated to be performed by such documents; (ii) each entity other than FIS has duly authorized the execution, delivery and performance of such documents to which it is a party and has, in fact, duly executed and delivered such documents to which it is a party; (iii) such documents (including, without limitation, the Indenture and all documents related thereto) constitute the legal, valid and binding obligations of each party thereto (other than FIS), enforceable in accordance with their respective terms; and (iv) all natural persons who are signatories to such documents were legally competent at the time of their execution thereof. Our opinions expressed in this opinion letter with respect to the due organization, existence and good standing of FIS are based solely upon a certificate issued by the Secretary of State of the State of Georgia, and are limited to the meaning ascribed to such certificate in such State and limited to the date thereof.

We express no opinion as to the applicability of, compliance with or effect of the law of any jurisdiction other than the substantive laws (excluding choice of law rules) of the State of Georgia. None of the opinions or other advice contained in this opinion letter considers or covers any federal securities laws or regulations, state securities (or "blue sky") laws or regulations or foreign securities laws or regulations. We express no opinion concerning the contents of the Registration Statement or any related prospectus. The opinions in this opinion letter are limited to laws (including, without limitation, rules and regulations thereunder), as in effect on the date of this opinion letter, which laws are subject to change with possible retroactive effect. We have no

obligation to update or supplement the opinions in this opinion letter to reflect any changes in law that may hereafter occur or become effective. We also have assumed that the constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of Georgia has established its unconstitutionality or invalidity.

Based upon and subject to the limitations, assumptions and qualifications set forth in this opinion letter, we are of the opinion that:

1. FIS has been duly organized as a corporation under the laws of the State of Georgia and is validly existing and in good standing under the laws of such State. FIS has the corporate power to enter into and perform its obligations under the Indenture. The execution and delivery of the Indenture and the performance by FIS of its obligations thereunder have been duly authorized by all necessary corporate action on the part of FIS. The opinions expressed in this paragraph 1 are limited to the Georgia Business Corporation Code.
2. FIS has duly executed and delivered the Indenture, to the extent that such execution is governed by Georgia law.

The opinions set forth in this opinion letter are limited to, and no opinion is implied or may be inferred beyond, the matters expressly stated in this opinion letter.

We hereby consent to the filing of this opinion letter as an Exhibit to FIS's Current Report on Form 8-K on or about the date hereof and to the incorporation of this opinion letter into the Registration Statement and further consent to the reference to our name under the caption "Legal Matters" in the Prospectus Supplement that is a part of the Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required under Section 7 of the Securities Act. We also consent to Willkie Farr & Gallagher LLP relying on this opinion letter.

Very truly yours,

/s/ Nelson Mullins Riley & Scarborough LLP

Nelson Mullins Riley & Scarborough LLP