SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934*

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(Name of Issuer)

Common Stock, $0.01 Par Value

(Title of Class of Securities)

31620M106

(CUSIP Number)

Scott A. Arenare, Esq.
Managing Director and General Counsel
Warburg Pincus LLC
450 Lexington Avenue
New York, New York 10017
(212) 878-0600

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

Copies to:

Steven J. Gartner, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019-6099
(212) 728-8000

October 1, 2009

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box: o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

1	Names of Reporting Persons WPM, L.P.	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	

5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) o	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power -0-	
	8 Shared Voting Power 40,208,769	
	9 Sole Dispositive Power -0-	
	10 Shared Dispositive Power 40,208,769	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o	
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) PN	

* Calculated assuming 372,659,755 shares of common stock outstanding as of October 1, 2009, which was calculated based on the sum of (a) 208,573,461 shares of Fidelity National Information Services, Inc. ("FIS") common stock outstanding on October 1, 2009 excluding treasury shares and any shares issued in the merger of Metavante Technologies, Inc. ("Metavante") with and into Cars Holdings, LLC, a wholly owned subsidiary of FIS (the "Merger"), and (b) assuming 164,086,294 shares of FIS common stock are issued in connection with the Merger in exchange for 121,545,403 shares of Metavante common stock outstanding on October 1, 2009. The foregoing computations were calculated based on information furnished by representatives of FIS to the Reporting Persons on October 8, 2009. In addition, each of the Reporting Persons may also be deemed to beneficially own additional shares by virtue of a purchase right which may be exercised from time to time by WPM, L.P. under a Stock Purchase Right Agreement (the "SPR Agreement") among WPM, L.P., FIS and Metavante, as further described herein. The shares that WPM, L.P. may purchase from time to time under the SPR Agreement are not included in the figures in the table above.

SCHEDULE 13D

1	Names of Reporting Persons WPM GP, LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	

4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) o	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power -0-	
	8 Shared Voting Power 40,208,769	
	9 Sole Dispositive Power -0-	
	10 Shared Dispositive Power 40,208,769	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o	
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) CO	

* Calculated assuming 372,659,755 shares of common stock outstanding as of October 1, 2009, which was calculated based on the sum of (a) 208,573,461 shares of FIS common stock outstanding on October 1, 2009 excluding treasury shares and any shares issued in the Merger, and (b) assuming 164,086,294 shares of FIS common stock are issued in connection with the Merger in exchange for 121,545,403 shares of Metavante common stock outstanding on October 1, 2009. The foregoing computations were calculated based on information furnished by representatives of FIS to the Reporting Persons on October 8, 2009. In addition, each of the Reporting Persons may also be deemed to beneficially own additional shares by virtue of a purchase right which may be exercised from time to time by WPM, L.P. under the SPR Agreement among WPM, L.P., FIS and Metavante, as further described herein. The shares that WPM, L.P. may purchase from time to time under the SPR Agreement are not included in the figures in the table above.

SCHEDULE 13D

CUSIP No. 31620M106

1	Names of Reporting Persons Warburg Pincus Private Equity IX, L.P.	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o

	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) o	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power -0-	
	8 Shared Voting Power 40,208,769	
	9 Sole Dispositive Power -0-	
	10 Shared Dispositive Power 40,208,769	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o	
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) PN	

* Calculated assuming 372,659,755 shares of common stock outstanding as of October 1, 2009, which was calculated based on the sum of (a) 208,573,461 shares of FIS common stock outstanding on October 1, 2009 excluding treasury shares and any shares issued in the Merger, and (b) assuming 164,086,294 shares of FIS common stock are issued in connection with the Merger in exchange for 121,545,403 shares of Metavante common stock outstanding on October 1, 2009. The foregoing computations were calculated based on information furnished by representatives of FIS to the Reporting Persons on October 8, 2009. In addition, each of the Reporting Persons may also be deemed to beneficially own additional shares by virtue of a purchase right which may be exercised from time to time by WPM, L.P. under the SPR Agreement among WPM, L.P., FIS and Metavante, as further described herein. The shares that WPM, L.P. may purchase from time to time under the SPR Agreement are not included in the figures in the table above.

SCHEDULE 13D

1	Names of Reporting Persons Warburg Pincus IX LLC

2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) o	
6	Citizenship or Place of Organization New York	

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power -0-
	8	Shared Voting Power 40,208,769
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 40,208,769

11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o	
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) CO	

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1	Names of Reporting Persons Warburg Pincus Partners, LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)	o
6	Citizenship or Place of Organization New York	
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power -0-	
	8 Shared Voting Power 40,208,769	
	9 Sole Dispositive Power -0-	
	10 Shared Dispositive Power 40,208,769	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) CO	

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1	Names of Reporting Persons Warburg Pincus & Co.	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)	o
6	Citizenship or Place of Organization New York	

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power -0-
	8	Shared Voting Power 40,208,769
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 40,208,769

11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) PN	

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SCHEDULE 13D

CUSIP No. 31620M106

1	Names of Reporting Persons Warburg Pincus LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)	o
6	Citizenship or Place of Organization New York	

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power -0-
	8	Shared Voting Power 40,208,769
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 40,208,769

11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) OO	

* Calculated assuming 372,659,755 shares of common stock outstanding as of October 1, 2009, which was calculated based on the sum of (a) 208,573,461 shares of FIS common stock outstanding on October 1, 2009 excluding treasury shares and any shares issued in the Merger, and (b) assuming 164,086,294 shares of FIS common stock are issued in connection with the Merger in exchange for 121,545,403 shares of Metavante common stock

outstanding on October 1, 2009. The foregoing computations were calculated based on information furnished by representatives of FIS to the Reporting Persons on October 8, 2009. In addition, each of the Reporting Persons may also be deemed to beneficially own additional shares by virtue of a purchase right which may be exercised from time to time by WPM, L.P. under the SPR Agreement among WPM, L.P., FIS and Metavante, as further described herein. The shares that WPM, L.P. may purchase from time to time under the SPR Agreement are not included in the figures in the table above.

SCHEDULE 13D

CUSIP No. 31620M106

1	Names of Reporting Persons Charles R. Kaye	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)	o
6	Citizenship or Place of Organization United States of America	

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power -0-
	8	Shared Voting Power 40,208,769
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 40,208,769

11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
13	Percent of Class Represented by Amount in Row (11) 10.8%*	
14	Type of Reporting Person (See Instructions) IN	

* Calculated assuming 372,659,755 shares of common stock outstanding as of October 1, 2009, which was calculated based on the sum of (a) 208,573,461 shares of FIS common stock outstanding on October 1, 2009 excluding treasury shares and any shares issued in the Merger, and (b) assuming 164,086,294 shares of FIS common stock are issued in connection with the Merger in exchange for 121,545,403 shares of Metavante common stock outstanding on October 1, 2009. The foregoing computations were calculated based on information furnished by representatives of FIS to the Reporting Persons on October 8, 2009. In addition, each of the Reporting Persons may also be deemed to beneficially own additional shares by virtue of a purchase right which may be exercised from time to time by WPM, L.P. under the SPR Agreement among WPM, L.P., FIS and Metavante, as further described herein. The shares that WPM, L.P. may purchase from time to time under the SPR Agreement are not included in the figures in the table above.

SCHEDULE 13D

1	Names of Reporting Persons Joseph P. Landy	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)	o
6	Citizenship or Place of Organization United States of America	

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power -0-
	8	Shared Voting Power 40,208,769
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 40,208,769

11	Aggregate Amount Beneficially Owned by Each Reporting Person 40,208,769	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
13	Percent of Class Represented by Amount in Row (11) 10.8%*	

14	Type of Reporting Person (See Instructions) IN

* Calculated assuming 372,659,755 shares of common stock outstanding as of October 1, 2009, which was calculated based on the sum of (a) 208,573,461 shares of FIS common stock outstanding on October 1, 2009 excluding treasury shares and any shares issued in the Merger, and (b) assuming 164,086,294 shares of FIS common stock are issued in connection with the Merger in exchange for 121,545,403 shares of Metavante common stock outstanding on October 1, 2009. The foregoing computations were calculated based on information furnished by representatives of FIS to the Reporting Persons on October 8, 2009. In addition, each of the Reporting Persons may also be deemed to beneficially own additional shares by virtue of a purchase right which may be exercised from time to time by WPM, L.P. under the SPR Agreement among WPM, L.P., FIS and Metavante, as further described herein. The shares that WPM, L.P. may purchase from time to time under the SPR Agreement are not included in the figures in the table above.

Item 1. Security and Issuer.

This statement on Schedule 13D (this "Statement") relates to the common stock, par value $0.01 per share, of Fidelity National Information Services, Inc. (the "Common Stock"), a Georgia corporation (the "Company"), and is being filed pursuant to Rule 13d-1 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The principal executive offices of the Company are located at 601 Riverside Avenue, Jacksonville, Florida 32204.

Item 2. Identity and Background.

(a) This Statement is being filed on behalf of WPM, L.P., a Delaware limited partnership ("WPM"), WPM GP, LLC, a Delaware limited liability company and the sole general partner of WPM ("WPM GP"), Warburg Pincus Private Equity IX, L.P., a Delaware limited partnership and the sole member of WPM GP ("WP IX"), Warburg Pincus IX LLC, a New York limited liability company and the sole general partner of WP IX ("WP IX LLC"), Warburg Pincus Partners, LLC, a New York limited liability company and the sole member of WP IX LLC ("WP Partners"), Warburg Pincus & Co., a New York general partnership and the managing member of WP Partners ("WP"), Warburg Pincus LLC, a New York limited liability company that manages WP IX ("WP LLC"), and Messrs. Charles R. Kaye and Joseph P. Landy, each a Managing General Partner of WP and Managing Member and Co-President of WP LLC (each of the foregoing, a "Reporting Person," and collectively, the "Reporting Persons"). The agreement among the Reporting Persons to file this Statement jointly in accordance with Rule 13d-1(k) of the Exchange Act is attached hereto as Exhibit 1.

(b) The address of the principal business and principal office of the Reporting Persons is c/o Warburg Pincus LLC, 450 Lexington Avenue, New York, New York 10017. The general partners of WP, the members and managing directors of WP LLC, the executive officers of WPM GP, and their respective business addresses, are set forth on Schedule I hereto, which is incorporated herein by reference.

(c) The principal business of WPM is to hold an equity investment in the Company (see Item 4 hereto). The principal business of WPM GP is acting as a general partner of WPM. The principal business of WP IX is that of making private equity and related investments. The principal business of WP IX LLC is acting as general partner of WP IX. The principal business of WP Partners is acting as general partner to certain private equity funds and as the sole member of WP IX LLC. The principal business of WP is acting as the managing member of WP Partners. The principal business of WP LLC is managing certain private equity funds, including WP IX. The principal businesses of each of Messrs. Kaye and Landy is acting as the Managing General Partner of WP and Co-President and Managing Member of WP LLC. The principal occupation of each of the general partners of WP, the members and managing directors of WP LLC and the executive officers of WPM GP is set forth on Schedule I hereto, which is incorporated herein by reference.

(d) During the last five years, none of the Reporting Persons and, to the knowledge of the Reporting Persons, none of the partners, members and managing directors named on Schedule I,

have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons and, to the knowledge of the Reporting Persons, none of the partners, members and managing directors named on Schedule I, have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) WPM, WPM GP and WP IX are organized under the laws of Delaware. WP IX LLC, WP Partners, WP and WP LLC are organized under the laws of New York. Messrs. Kaye and Landy are citizens of the United States of America, and except as otherwise indicated on Schedule I, each of the individuals referred to on Schedule I hereto is a citizen of the United States of America.

Item 3. Source and Amount of Funds.

Pursuant to the terms and subject to the conditions of that certain Agreement and Plan of Merger, dated March 31, 2009 (the "Merger Agreement"), by and among the Company, Cars Holdings, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("Merger Sub"), and Metavante Technologies, Inc., a Wisconsin corporation ("Metavante"), on October 1, 2009, Metavante was merged with and into Merger Sub (the "Merger"), with Merger Sub as the surviving corporation.

Pursuant to the terms and subject to the conditions of the Merger Agreement, at the effective time of the Merger (the "Effective Time") on October 1, 2009, each share of Metavante common stock, par value $0.01 per share (the "Metavante Common Stock"), issued and outstanding immediately prior to the Effective Time was converted into the right to receive 1.35 fully paid and nonassessable shares of Common Stock.

As of immediately prior to the Effective Time, WPM was the direct beneficial owner of 29,784,274 shares of Metavante Common Stock. In connection with the consummation of the Merger, pursuant to the terms and subject to the conditions of the Merger Agreement, on October 1, 2009, WPM exchanged such shares of Metavante Common Stock for 40,208,769 shares of Common Stock and a de minimis amount of cash for any fractional shares of Common Stock received by WPM as a result of the Merger.

Item 4. Purpose of the Transaction.

The Reporting Persons intend to review their investment in the Company on a continuing basis and will routinely monitor a wide variety of investment considerations, including, without limitation, current and anticipated future trading prices for the Common Stock and other securities of the Company, if any, the Company's financial position, operations, assets, prospects, strategic direction and business and other developments affecting the Company and its subsidiaries, the Company's management, Board of Directors, Company-related competitive and strategic matters, conditions in the securities and financial markets, tax considerations, general

market, economic and industry conditions, other investment and business opportunities available to the Reporting Persons and other factors considered relevant. The Reporting Persons may from time to time take such actions with respect to their investment in the Company as they deem appropriate, including, without limitation, (i) acquiring additional shares or disposing of some or all of their shares of Common Stock (or other securities of the Company) or engaging in discussions with the Company and its subsidiaries concerning future transactions with the Company and its subsidiaries, including, without limitation, extraordinary corporate transactions and acquisitions or dispositions of shares of capital stock or other securities of the Company or any subsidiary thereof, (ii) changing their current intentions with respect to any or all matters referred to in this Item 4 and (iii) engaging in hedging, derivative or similar transactions with respect to any securities of the Company. Any acquisition or disposition of the Company's securities may be made by means of open-market purchases or dispositions, privately negotiated transactions, direct acquisitions from or dispositions to the Company or a subsidiary thereof or otherwise.

A partner of WP, who is also a member of WP LLC, has been appointed as a director of the Company as the WPM Designee (as defined below). As part of the Reporting Persons' continuing evaluation of, and preservation of the value of, their investment in the Common Stock or other securities of the Company, the Reporting Persons and their representatives, including, without limitation, the WPM Designee, may from time to time engage in discussions with, respond to inquiries from or make proposals to various persons, including, without limitation, the Company's management, the Board of Directors, existing or potential strategic partners of the Company, other shareholders, industry analysts and other relevant parties concerning matters with respect to the Company and the Reporting Persons' investment in the Common Stock and other securities of the Company, if any, including, without limitation, the business, operations, prospects, governance, management, strategy and the future plans of the Company.

As discussed above, Metavante entered into the Merger Agreement with the Company and Merger Sub, pursuant to which Metavante was merged with and into Merger Sub. In connection therewith, WPM and the Company entered into a (i) a Shareholders Agreement (as defined below) and (ii) a Stock Purchase Right Agreement (as defined below), each of which is summarized below. In addition, on March 31, 2009, in connection with the Merger, WPM entered into a Support Agreement with the Company, Merger Sub and Metavante, which was terminated automatically upon the Effective Time of the Merger.

The following summaries of the Shareholders Agreement and Stock Purchase Right Agreement are not intended to be complete. The Stock Purchase Right Agreement and the Shareholders Agreement, copies of which are filed as Exhibits 2 and 3 hereto, respectively, are incorporated herein by reference and the following summaries of the Stock Purchase Right Agreement and the Shareholders Agreement are qualified in their entirety by reference thereto. This Statement does not purport to amend, qualify or in any way modify such agreements.

Shareholders Agreement

On March 31, 2009, the Company and WPM entered into a Shareholders Agreement (the "Shareholders Agreement"), which Shareholders Agreement became effective at the Effective Time.

Pursuant to the Shareholders Agreement, so long as the Investor Percentage Interest (as defined in the Shareholders Agreement) equals or exceeds 20%, WPM has the right to nominate and have appointed to the Board of Directors of the Company (the "Board") one director (the "WPM Designee"). So long as such membership does not conflict with applicable law or the listing requirements of the New York Stock Exchange or other securities exchange on which the Common Stock is listed for trading (as determined in good faith by the Board), the WPM Designee has the right to serve as a member of the compensation committee of the Board and as a member of the governance committee of the Board. Such Board appointment right terminates on the earlier of (i) the date on which the Investor Percentage Interest is less than 20% and (ii) the tenth anniversary of the closing date of the Merger. In addition, the Company has agreed to consider in good faith any request by WPM to have an observer designated by WPM attend any meetings of the Board, committees of the Board or committees of the board of directors of any subsidiary of the Company that the WPM Designee attends.

The Shareholders Agreement provides, subject to the terms and conditions thereof, that WPM has agreed to certain limitations on its ability to transfer the shares of Common Stock owned by it during the period that is 180 days from and including the closing date of the Merger.

The Shareholders Agreement provides, subject to the terms and conditions set forth therein, for certain demand registrations rights exercisable at any time following the date that is 180 days from and including the closing date of the Merger whereby WPM may request that the Company, and upon such request the Company shall use its reasonable best efforts to, register all or a portion of WPM's Registrable Securities (as defined in the Shareholders Agreement) with the SEC. Furthermore, pursuant to the Shareholders Agreement and subject to the terms and conditions set forth therein, if the Company

proposes to register any of its securities on a form that may include Registrable Securities held by WPM, WPM will have the right to request that all or any part of its Registrable Securities be included in the registration.

The Shareholders Agreement provides that it will continue in effect until the earliest of: (i) its termination by the consent of all of the parties thereto (with the consent of a majority of the independent directors of the Board excluding the WPM Designee), (ii) the date on which WPM and/or its affiliates cease to hold any shares of Registrable Securities (except for those provisions that terminate as of a date specified in such provisions, which provisions shall terminate in accordance with the terms thereof), and (iii) the dissolution, liquidation or winding up of the Company.

Stock Purchase Right Agreement

WPM, Metavante and the Company have entered into a Stock Purchase Right Agreement, dated as of March 31, 2009 (the "Stock Purchase Right Agreement"). The Stock Purchase Right Agreement replaces that certain Amended and Restated Stock Purchase Right

Agreement, dated August 21, 2008, by and between WPM and Metavante (the "Metavante Stock Purchase Right Agreement"). The Stock Purchase Right Agreement provides, among other things, that as of and following the Effective Time, WPM has the right to purchase shares of Common Stock if certain employee stock options that were outstanding immediately prior to the Effective Time are exercised after the Effective Time in accordance with formulas set forth in the Stock Purchase Right Agreement. In addition, the Stock Purchase Right Agreement suspended the purchase rights of WPM under the Metavante Stock Purchase Right Agreement from and after March 31, 2009 but provides a mechanism whereby any rights that accrued to WPM under such Metavante Stock Purchase Right Agreement from March 31, 2009 to the Effective Time may be exercised for an equivalent amount of Common Stock in accordance with the terms of the Stock Purchase Right Agreement.

Subject to the terms of the Stock Purchase Right Agreement, the purchase right may generally be exercised quarterly with respect to shares of Common Stock issued pursuant to the Subject Employee Options (as defined in the Stock Purchase Right Agreement) during the preceding quarter. The Stock Purchase Right Agreement also contains other provisions allowing WPM to exercise a portion of its stock purchase rights upon the occurrence of certain events, including, without limitation, in connection with certain transfers of shares of Common Stock held by WPM.

Additional Disclosure

Except as set forth herein, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons set forth on Schedule I, has any plans or proposals that relate to or would result in: (a) the acquisitions by any person of additional securities of the Company, or the disposition of securities of the Company; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (d) any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of the directors or to fill any existing vacancies on the board; (e) any material change in the present capitalization or dividend policy of the Company; (f) any other material change in the Company's business or corporate structure; (g) changes in the Company's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person; (h) causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (j) any action similar to any of those enumerated above.

Item 5. Interests in Securities of the Issuer.

(a) As of October 1, 2009, WPM is the direct beneficial owner of 40,208,769 shares of Common Stock. Due to their respective relationships with WPM and each other, as of October 1, 2009, each of the Reporting Persons may be deemed to beneficially own, in the aggregate, 40,208,769 shares of Common Stock, representing approximately 10.8% of the outstanding shares of Common Stock. Such percentage was calculated assuming 372,659,755 shares of Common Stock outstanding as of October 1, 2009, which was calculated based on the sum of (a) 208,573,461 shares of Common Stock outstanding on October 1, 2009 excluding treasury shares and any shares issued in the Merger, and (b) assuming 164,086,294 shares of Common Stock are issued in connection with the Merger in exchange for 121,545,403 shares of Metavante Common Stock outstanding on October 1, 2009. The foregoing computations were calculated based on information furnished by representatives of the Company to the Reporting Persons on October 8, 2009.

In addition, each of the Reporting Persons may also be deemed to beneficially own additional shares by virtue of a purchase right which may be exercised from time to time by WPM, L.P., under the Stock Purchase Right Agreement, as further described in Item 4 hereto.

(b) Each of WPM GP, WP IX, WP IX LLC, WP Partners, WP and WP LLC may be deemed to share with WPM the power to vote or to direct the vote and to dispose or to direct the disposition of the 40,208,769 shares of Common Stock that the Reporting Persons may be deemed to beneficially own as of October 1, 2009 plus any shares they may be deemed to beneficially own pursuant to the Stock Purchase Right Agreement. Charles R. Kaye and Joseph P. Landy are Managing General Partners of WP and Managing Members and Co-Presidents of WP LLC and may be deemed to control the other Reporting Persons. Messrs. Kaye and Landy disclaim beneficial ownership of all of the shares held by WPM. Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission that any Reporting Person or any of its affiliates is the beneficial owner of any shares of Common Stock for purposes of Section 13(d) of the Exchange Act or for any other purpose.

(c) Except as described in this Statement (including the schedules to this Statement), during the last sixty (60) days there were no transactions in the Common Stock effected by the Reporting Persons, nor, to the best of their knowledge, any of their general partners, members or directors as set forth on Schedule I hereto.

(d) Except as set forth in this Item 5 and for persons referred to in Item 2 above, no person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock that may be deemed to be beneficially owned by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Pursuant to Rule 13d-1(k) promulgated under the Exchange Act, the Reporting Persons have entered into an agreement on October 9, 2009, with respect to the joint filing of this Statement and any amendment or amendments hereto (the "Joint Filing Agreement"). The Joint Filing Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

As described in Item 4 he reto, (i) WPM and the Company have entered into a Shareholders Agreement and (ii) WPM, Metavante and the Company have entered into a Stock Purchase Right Agreement. The information set forth in Item 4 with respect to the Shareholders Agreement and Stock Purchase Right Agreement is incorporated into this Item 6 by reference.

Item 7. Material to Be Filed as Exhibits.

Exhibit 1.	Joint Filing Agreement, dated as of October 9, 2009, by and among WPM, L.P., WPM GP, LLC, Warburg Pincus Private Equity IX, L.P., Warburg Pincus IX LLC, Warburg Pincus Partners, LLC, Warburg Pincus & Co., Warburg Pincus LLC, Charles R. Kaye and Joseph P. Landy.
Exhibit 2.	Stock Purchase Right Agreement, dated as of March 31, 2009, by and among WPM, L.P., Fidelity National Information Services, Inc. and Metavante Technologies, Inc.
Exhibit 3.	Shareholders Agreement, dated as of March 31, 2009, by and between WPM, L.P. and Fidelity National Information Services, Inc.

SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: October 9, 2009

WPM, L.P.

By: WPM GP, LLC, its general partner

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Managing Director and Secretary

Dated: October 9, 2009

WPM GP, LLC

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Managing Director and Secretary

Dated: October 9, 2009

WARBURG PINCUS PRIVATE EQUITY IX, L.P.

By: Warburg Pincus IX LLC, its general partner

By: Warburg Pincus Partners, LLC, its sole member

By: Warburg Pincus & Co., its managing member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS IX LLC

By: Warburg Pincus Partners, LLC, its sole member

By: Warburg Pincus & Co., its managing member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS & CO.

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS PARTNERS, LLC

By: Warburg Pincus & Co., its managing member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS LLC

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Managing Director

Dated: October 9, 2009

CHARLES R. KAYE

By: /s/ Scott A. Arenare
Scott A. Arenare, Attorney-in-fact*

Dated: October 9, 2009

JOSEPH P. LANDY

By: /s/ Scott A. Arenare
Scott A. Arenare, Attorney-in-fact**

* Power of Attorney given by Mr. Kaye was previously filed with the SEC on March 2, 2006, as an exhibit to a Schedule 13D filed by Building Products, LLC with respect to Builders FirstSource, Inc.

** Power of Attorney given by Mr. Landy was previously filed with the SEC on March 2, 2006, as an exhibit to a Schedule 13D filed by Building Products, LLC with respect to Builders FirstSource, Inc.

SCHEDULE 1

Set forth below is the name, position and present principal occupation of each of the general partners of Warburg Pincus & Co. ("WP"), members of Warburg Pincus LLC (including its subsidiaries, "WP LLC") and executive officers of WPM GP, LLC ("WPM GP"). Except as otherwise indicated, the business address of each of such persons is 450 Lexington Avenue, New York, New York 10017, and each of such persons is a citizen of the United States.

GENERAL PARTNERS OF WP

NAME	PRESENT PRINCIPAL OCCUPATION IN ADDITION TO POSITION WITH WP, AND POSITIONS WITH THE REPORTING ENTITIES
Scott A. Arenare	Partner of WP; Member and Managing Director of WP LLC; Managing Director and Secretary of WPM GP
David Barr	Partner of WP; Member and Managing Director of WP LLC
Alain J.P. Belda	Partner of WP; Member and Managing Director of WP LLC
Alexander Berzofsky	Partner of WP; Member and Managing Director of WP LLC
Sean D. Carney	Partner of WP; Member and Managing Director of WP LLC
Mark Colodny	Partner of WP; Member and Managing Director of WP LLC
David A. Coulter	Partner of WP; Member and Managing Director of WP LLC
Timothy J. Curt	Partner of WP; Member and Managing Director of WP LLC; Managing Director and Treasurer of WPM GP
Cary J. Davis	Partner of WP; Member and Managing Director of WP LLC

Steven Glenn	Partner of WP; Member and Managing Director of WP LLC
Michael Graff	Partner of WP; Member and Managing Director of WP LLC
Patrick T. Hackett	Partner of WP; Member and Managing Director of WP LLC
E. Davisson Hardman	Partner of WP; Managing Director of WP LLC
Jeffrey A. Harris	Partner of WP; Member and Managing Director of WP LLC
In Seon Hwang	Partner of WP; Member and Managing Director of WP LLC
William H. Janeway	Partner of WP; Member and Senior Advisor of WP LLC

Chansoo Joung	Partner of WP; Member and Managing Director of WP LLC
Peter R. Kagan	Partner of WP; Member and Managing Director of WP LLC
Charles R. Kaye	Managing General Partner of WP; Managing Member and Co-President of WP LLC
Henry Kressel	Partner of WP; Member and Managing Director of WP LLC
David Krieger	Partner of WP; Member and Managing Director of WP LLC
Kevin Kruse	Partner of WP; Member and Managing Director of WP LLC
Joseph P. Landy	Managing General Partner of WP; Managing Member and Co-President of WP LLC
Kewsong Lee	Partner of WP; Member and Managing Director of WP LLC
Jonathan S. Leff	Partner of WP; Member and Managing Director of WP LLC
Michael Martin	Partner of WP; Member and Managing Director of WP LLC
James Neary	Partner of WP; Member and Managing Director of WP LLC; Managing Director of WPM GP
Dalip Pathak	Partner of WP; Member and Managing Director of WP LLC
Michael F. Profenius	Partner of WP; Managing Director of WP LLC
Justin Sadrian	Partner of WP; Member and Managing Director of WP LLC
Henry B. Schacht	Partner of WP; Member and Senior Advisor of WP LLC
Steven G. Schneider	Partner of WP; Member and Managing Director of WP LLC
Patrick Severson	Partner of WP; Member and Managing Director of WP LLC
John Shearburn	Partner of WP; Member and Managing Director of WP LLC
Christopher H. Turner	Partner of WP; Member and Managing Director of WP LLC
John L. Vogelstein	Partner of WP; Member and Senior Advisor of WP LLC
Elizabeth H. Weatherman	Partner of WP; Member and Managing Director of WP LLC
Rosanne Zimmerman	Partner of WP; Member and Managing Director of WP LLC
Pincus & Company LLC*	
WP & Co. Partners, L.P.**	

Warburg Pincus Principal Partnership, L.P.***
Warburg Pincus Real Estate Principal Partnership, L.P.***
Warburg Pincus 2006 Limited

Partnership***	
Warburg Pincus 2007 Limited Partnership***	

* New York limited liability company; primary activity is ownership interest in WP and WP LLC

** New York limited partnership; primary activity is ownership interest in WP

*** Delaware limited partnership; primary activity is ownership interest in WP

MEMBERS OF WP LLC

NAME	PRESENT PRINCIPAL OCCUPATION IN ADDITION TO POSITION WITH WP LLC, AND POSITIONS WITH THE REPORTING ENTITIES
Scott A. Arenare	Member and Managing Director of WP LLC; Partner of WP; Managing Director and Secretary of WPM GP
David Barr	Member and Managing Director of WP LLC; Partner of WP
Alain J.P. Belda	Member and Managing Director of WP LLC; Partner of WP
Alexander Berzofsky	Member and Managing Director of WP LLC; Partner of WP
Sean D. Carney	Member and Managing Director of WP LLC; Partner of WP
Julian Cheng (1)	Member and Managing Director of WP LLC
Stephen John Coates (2)	Member and Managing Director of WP LLC
Mark Colodny	Member and Managing Director of WP LLC; Partner of WP
David A. Coulter	Member and Managing Director of WP LLC; Partner of WP
Timothy J. Curt	Member and Managing Director of WP LLC; Partner of WP; Managing Director and Treasurer of WPM GP
Cary J. Davis	Member and Managing Director of WP LLC; Partner of WP
Martin D. Dunnett (2)	Member and Managing Director of WP LLC
Robert Feuer (3)	Member and Managing Director of WP LLC
Rajiv Ghatalia (1)	Member and Managing Director of WP LLC
Steven Glenn	Member and Managing Director of WP LLC; Partner of WP
Michael Graff	Member and Managing Director of WP LLC; Partner of WP
Patrick T. Hackett	Member and Managing Director of WP LLC; Partner of WP
Jeffrey A. Harris	Member and Managing Director of WP LLC; Partner of WP
In Seon Hwang	Member and Managing Director of WP LLC; Partner of WP
William H. Janeway	Member and Senior Advisor of WP LLC; Partner of WP
Chansoo Joung	Member and Managing Director of WP LLC; Partner of WP
Peter R. Kagan	Member and Managing Director of WP LLC; Partner of WP
Charles R. Kaye	Managing Member and Co-President of WP LLC; Managing General Partner of WP
Rajesh Khanna (4)	Member and Managing Director of WP LLC
Henry Kressel	Member and Managing Director of WP LLC; Partner of WP
David Krieger	Member and Managing Director of WP LLC; Partner of WP

Kevin Kruse	Member and Managing Director of WP LLC; Partner of WP
Joseph P. Landy	Managing Member and Co-President of WP LLC; Managing General Partner of WP
Kewsong Lee	Member and Managing Director of WP LLC; Partner of WP
Jonathan S. Leff	Member and Managing Director of WP LLC; Partner of WP
David Li (1)	Member and Managing Director of WP LLC
Vishal Mahadevia (4)	Member and Managing Director of WP LLC
Niten Malhan (4)	Member and Managing Director of WP LLC
Michael Martin	Member and Managing Director of WP LLC; Partner of WP
Luca Molinari (5)	Member and Managing Director of WP LLC
James Neary	Member and Managing Director of WP LLC; Partner of WP; Managing Director of WPM GP
Dalip Pathak	Member and Managing Director of WP LLC; Partner of WP
Leo Puri (4)	Member and Managing Director of WP LLC
Justin Sadrian	Member and Managing Director of WP LLC; Partner of WP
Adarsh Sarma (4)	Member and Managing Director of WP LLC
Henry B. Schacht	Member and Senior Advisor of WP LLC; Partner of WP
Steven G. Schneider	Member and Managing Director of WP LLC; Partner of WP
Joseph C. Schull (6)	Member and Managing Director of WP LLC
Patrick Severson	Member and Managing Director of WP LLC; Partner of WP
John Shearburn	Member and Managing Director of WP LLC; Partner of WP
Chang Q. Sun (1)	Member and Managing Director of WP LLC
Christopher H. Turner	Member and Managing Director of WP LLC; Partner of WP
Simon Turton (2)	Member and Managing Director of WP LLC
John L. Vogelstein	Member and Senior Advisor of WP LLC; Partner of WP
Elizabeth H. Weatherman	Member and Managing Director of WP LLC; Partner of WP
Peter Wilson (2)	Member and Managing Director of WP LLC
Jeremy S. Young (2)	Member and Managing Director of WP LLC
Rosanne Zimmerman	Member and Managing Director of WP LLC; Partner of WP
Pincus & Company LLC*	

(1) Citizen of Hong Kong
(2) Citizen of United Kingdom
(3) Citizen of Hungary
(4) Citizen of India
(5) Citizen of Italy
(6) Citizen of Canada

* New York limited liability company; primary activity is ownership interest in WP and WP LLC

EXECUTIVE OFFICERS OF WPM GP

NAME	PRESENT PRINCIPAL OCCUPATION IN ADDITION TO POSITION WITH WP LLC, AND POSITIONS

	WITH THE REPORTING ENTITIES
Scott A. Arenare	Managing Director and Secretary of WPM GP; Member and Managing Director of WP LLC; Partner of WP
Timothy J. Curt	Managing Director and Treasurer of WPM GP; Member and Managing Director of WP LLC; Partner of WP
James Neary	Managing Director of WPM GP; Member and Managing Director of WP LLC; Partner WP

As of October 1, 2009.

EXHIBIT 1

JOINT FILING AGREEMENT

PURSUANT TO RULE 13d-1(k)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D with respect to the common stock, par value $0.01 per share, of Fidelity National Information Services, Inc., is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument.

Dated: October 9, 2009

WPM, L.P.

By: WPM GP, LLC, its general partner

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Managing Director and Secretary

Dated: October 9, 2009

WPM GP, LLC

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Managing Director and Secretary

Dated: October 9, 2009

WARBURG PINCUS PRIVATE EQUITY IX, L.P.

By: Warburg Pincus IX LLC, its general partner

By: Warburg Pincus Partners, LLC, its sole member

By: Warburg Pincus & Co., its managing member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS IX LLC

By: Warburg Pincus Partners, LLC, its sole member

By: Warburg Pincus & Co., its managing member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS & CO.

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS PARTNERS, LLC

By: Warburg Pincus & Co., its managing member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: October 9, 2009

WARBURG PINCUS LLC

By: /s/ Scott A. Arenare
Name: Scott A. Arenare

Title: Managing Director

Dated: October 9, 2009

CHARLES R. KAYE

By: /s/ Scott A. Arenare
Scott A. Arenare, Attorney-in-fact*

Dated: October 9, 2009

JOSEPH P. LANDY

By: /s/ Scott A. Arenare
Scott A. Arenare, Attorney-in-fact**

* Power of Attorney given by Mr. Kaye was previously filed with the SEC on March 2, 2006, as an exhibit to a Schedule 13D filed by Building Products, LLC with respect to Builders FirstSource, Inc.

** Power of Attorney given by Mr. Landy was previously filed with the SEC on March 2, 2006, as an exhibit to a Schedule 13D filed by Building Products, LLC with respect to Builders FirstSource, Inc.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
STOCK PURCHASE RIGHT AGREEMENT

Stock Purchase Right Agreement, dated as of March 31, 2009 (as it may be amended from time to time, this "Agreement") among Fidelity National Information Services, Inc., a Georgia corporation (the "Company"), WPM, L.P., a Delaware limited partnership (the "Investor"), and solely for the purpose of Sections 5.1, 5.8 and 5.10, Metavante Technologies, Inc., a Wisconsin corporation ("Metavante").

WHEREAS, concurrently with the execution of this Agreement, the Company, Cars Holdings, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of the Company ("Merger Sub"), and Metavante are entering into an Agreement and Plan of Merger ("Merger Agreement"), which provides, subject to Section 1.1 of the Merger Agreement, for the merger (the "Merger") of Metavante with and into Merger Sub, pursuant to which all of the outstanding capital stock of Metavante will be converted into the right to receive shares of capital stock of the Company, as set forth in the Merger Agreement;

WHEREAS, as of the date hereof, Investor owns shares of common stock of Metavante and is a party to an Amended and Restated Stock Purchase Right Agreement, dated as of August 21, 2008, between Metavante and Investor (the "Metavante Stock Purchase Right Agreement");

WHEREAS, as a condition to, among other things, Investor's willingness to enter into and perform its obligations under that certain Support Agreement, dated as of the date hereof, among the Company, Merger Sub, Investor and Metavante, the Company has agreed to enter into this Agreement and the Shareholders Agreement; and

WHEREAS, upon consummation of the Merger, the Investor will own shares of common stock, par value $0.01 per share, of the Company (the "Common Shares"), and the Investor and the Company are entering into this Agreement in furtherance of that connection;

WHEREAS, except for Sections 2, 4.9, 5.1 through 5.8, 5.10 and 5.11, which shall be effective upon the date set forth above, this Agreement shall be effective as of the date of the effective time of the Merger pursuant to the terms of the Merger Agreement (the "Effective Time"); and

WHEREAS, the actions contemplated herein on behalf of each of the Company and Investor have been duly and validly authorized by all necessary action and no other proceedings on the part of the Company or Investor are necessary to consummate the actions contemplated herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Purchase Right. Upon the terms and subject to the conditions set forth in this Agreement, the Company hereby grants to the Investor the right to purchase from the Company the Subject Shares at the Purchase Prices; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the total number of Subject Shares that may be

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purchased under this Agreement shall equal one-third of the aggregate number of Common Shares that may be issued under the Subject Employee Options, subject to reduction, if any, pursuant to Section 3.1(b) hereof. As of the date hereof, there were (i) options to purchase 6,827,536 shares of common stock of Metavante outstanding that (subject to reduction pursuant to Section 3.1(b) of the Metavante Stock Purchase Right Agreement prior to the Effective Date) will be converted into Subject Employee Options pursuant to the terms of the Merger Agreement (such options, the "Applicable Metavante Options"). Within five business days after the determination of the number of Subject Employee Options into which the Applicable Metavante Options are convertible pursuant to the Merger Agreement (such date of determination to be as soon as reasonably practicable after the Closing Date), the Company shall deliver to Investor a schedule setting forth, with respect to each Subject Employee Option into which the Applicable Metavante Options were converted pursuant to the Merger Agreement, the expiration date, exercise price and number of Common Shares underlying such Subject Employee Option.

2. Expiration Date; Effectiveness. Subject to Section 5.9, in no event may the Purchase Right (as defined in Section 3.2(a)) be exercised, in whole or in part, after the earlier of (i) the date that is forty-five days after the Quarterly Notice (as defined herein) is given in respect of the calendar quarter in which all Subject Employee Options expire, (ii) the date that all Subject Shares (as they may have been reduced pursuant to Sections 3.1(b) or 3.2(b)) have been purchased by the Investor or (iii) ten years from November 1, 2007, unless the Board shall extend the expiration date of any of the Subject Employee Options beyond the end of such ten-year period, in which case the Purchase Right shall be similarly extended (the "Expiration Date"). Except with respect to this Section 2, Section 4.9, Sections 5.1 through 5.8, Section 5.10 and Section 5.11 which shall be effective on the date first set forth above, this Agreement will be automatically effective as of the Effective Time and will continue in effect thereafter until the Expiration Date. In the event the Merger Agreement is terminated in accordance with its terms prior to the Closing Date, this Agreement shall automatically thereafter terminate and be of no further force and effect; provided, however, this Section 2 and Section 5.10 shall remain in effect pursuant to its terms and Section 5.1 shall remain in effect with respect to Investor and Metavante.

3. Exercise of Purchase Right.

3.1. Quarterly Notice and Reduction of Right.

(a) No later than the last day of each month following the end of each calendar quarter prior to the Expiration Date, the Company shall give the Investor a notice setting forth the following: (i) the aggregate number of Common Shares issued during such quarter upon the exercise of Subject Employee Options, (ii) the aggregate exercise price of such Subject Employee Options for such Common Shares, and (iii) the aggregate number and exercise price of Subject Employee Options that expired unexercised or were forfeited during such quarter (the "Quarterly Notice"). The Quarterly Notice shall be accompanied by a schedule setting forth, in the form of tranches of the same exercise dates and exercise prices, all unexercised Subject Employee Options as of the end of such quarter.

(b) The Subject Shares shall be automatically reduced by a number equal to one-third of the Common Shares issuable (x) under Subject Employee Options that expire unexercised or are forfeited and (y) under Out of the Money Options as provided in Sections 3.2(a) and 3.2(c).

3.2. Method of Exercise.

(a) The Investor shall have a purchase right (including the right to purchase via a Cash Payment, the "Purchase Right") to purchase a whole number of Common Shares equal to the difference (rounded down to the nearest whole share) between (i) one-third of the aggregate number of Common Shares issued under the Subject Employee Options during each calendar quarter the exercise prices of which equal or are less than the Fair Market Value as of the date of exercise of the Purchase Right for such Common Shares (each such Subject Employee Option, an "In-the-Money Option"; but for clarity, when determining such "In-the-Money Options", the reference to "one-third" in this clause (i) shall be omitted), and (ii) the quotient of (A) one-third of the aggregate exercise prices of such In-the-Money Options for such Common Shares, in each case as specified in the Quarterly Notice with respect to such quarter (it being understood that this number shall not be reduced for any such Common Shares that are withheld from employees to pay the exercise price of such Subject Employee Options, or any withholding taxes due, pursuant to net vesting settlement and similar provisions) (such number as derived in this subclause (A), the "Exercise Price Equivalent"), divided by (B) the Fair Market Value of a Common Share, determined as of the close of business on the business day immediately before the date of purchase, which date shall also be deemed the date of exercise of the Purchase Right for purposes of determining the In-the-Money Options and Out of the Money Options, for a Purchase Price per share equal to $0.01. Such purchase shall, subject to Section 5.9, take place 45 days following the date the Quarterly Notice is given (or the first business day following such 45th day, if such day is not a business day). Following the Quarterly Notice and prior to such date of purchase, the Investor may in lieu of the foregoing purchase right, deliver to the Company a notice (the "Cash Payment Notice") electing to purchase by a Cash Payment a number of Common Shares equal to one-third of the aggregate number of Common Shares issued under the In-the-Money Options for an aggregate Purchase Price equal to the Exercise Price Equivalent, in which case the Cash Payment shall be made on the same date the Cash Payment Notice is delivered to the Company; provided that, if the Investor exercises its right to make the Cash Payment, such right shall also be included in the term "Purchase Right" for purposes of this Agreement. Upon the purchase of any Common Shares pursuant to this Section 3.2(a) or Section 3.3, the number of Subject Shares remaining shall be reduced by the number of Common Shares that would have been purchased assuming the Investor had purchased using the Cash Payment. The Subject Shares shall also be reduced by a number equal to one-third of the number of Common Shares issued during each calendar quarter pursuant to Out of the Money Options.

(b) In the event the Investor sells, transfers, assigns or otherwise disposes of (whether by operation of law or otherwise) (but only in the event that the Purchase Right is not accelerated under Section 3.2(c) in connection with such event), to

a third party that is not an affiliate of the Investor or distributes to its limited partners (collectively, "Transfers"), any of the Common Shares it acquired pursuant to the terms of the Merger Agreement, but not any Common Shares that it thereafter acquired in excess of such Common Shares (it being understood that in connection with any such sale, transfer, assignment or disposition the Investor shall be deemed to have first sold, transferred, assigned or disposed of the Common Shares it acquired pursuant to the terms of the Merger Agreement until the Investor has sold, transferred, assigned or disposed of all such Common Shares), it may exercise the Purchase Right for a whole number of Common Shares equal to the difference (rounded down to the nearest whole share) between (i) the number of applicable Acceleration Subject Shares, and (ii) the quotient of (A) the related Acceleration Purchase Price, divided by (B) the Fair Market Value of a Common Share, determined as of the date the Acceleration Notice is given, for a Purchase Price per share equal to $0.01, by delivering to the Company an irrevocable exercise notice within 10 days of such sale (the "Acceleration Notice"). The Acceleration Notice shall set forth the number of Common Shares that have been sold by the Investor and the dates of sales thereof and shall certify that such Acceleration Notice is being given in accordance with Section 3.2(b), and shall specify whether, in lieu of the foregoing Purchase Right, the Investor wishes to elect to purchase by a Cash Payment the number of applicable Acceleration Subject Shares for an amount equal to the Acceleration Purchase Price. Within 10 business days of receiving the Acceleration Notice, the Company shall give the Investor notice (the "Acceleration Details Notice") of the Acceleration Purchase Price applicable to the Acceleration Notice as well as the Company's calculation of the number of Acceleration Subject Shares being purchased by the Investor pursuant to such Acceleration Notice. In the event that Investor elects to pay the Acceleration Purchase Price in cash, it shall deliver the Acceleration Purchase Price specified in the Acceleration Notice no later than three days following the giving of such Acceleration Details Notice. Upon the purchase of any Acceleration Subject Shares pursuant to this Section 3.2(b), the number of Subject Shares remaining shall be reduced by the number of Acceleration Subject Shares so purchased.

(c) Immediately prior to an all-cash merger or other business combination involving the Company in which the Common Shares are converted into the right to receive only cash in exchange for such Common Shares, the Purchase Right shall automatically be deemed exercised for the number of Common Shares equal to the difference (rounded down to the nearest whole share) between (i) all Subject Shares then still subject to the Purchase Right and (ii) the quotient of (A) the related Acceleration Purchase Price, divided by (B) the Fair Market Value of a Common Share, determined as of three business days before the date of such acceleration, for a Purchase Price per share equal to $0.01. The Subject Shares shall be reduced by a number equal to one-third of the number of Common Shares subject to Out of the Money Options as of the date of an acceleration pursuant to this Section 3.2(c).

(d) The Purchase Right may be exercised by the Investor solely as and to the extent expressly set forth in this Section 3.2. In no event may the Purchase Right be exercised after it terminates as set forth in Section 2. No certificate representing a Common Share shall be delivered to the Investor until the full purchase price therefore

has been paid. Notwithstanding anything to the contrary contained in this Agreement, the Company shall have no obligation to issue any fraction of a Common Share under this Agreement and all of such fractional shares shall be disregarded.

3.3. Metavante Stock Purchase Right Agreement. In addition to the rights set forth in this Agreement, in connection with the first Quarterly Notice required to be delivered by the Company following the Closing Date, the Company shall deliver to the Investor a schedule setting forth the aggregate Closing Metavante Subject Shares, including (i) a compution of the In-the-Money Options (as defined in the Metavante Stock Purchase Right Agreement) and (ii) substantially the same information regarding the Closing Metavante Subject Shares as the Company is required to deliver in the Quarterly Notice. In

addition to any Purchase Rights that the Investor has related to such first Quarterly Notice, Investor shall have a right (the "Metavante Purchase Right") to purchase the Closing Metavante Subject Shares for a cash purchase price per share equal to $0.01; provided, however, in lieu of the foregoing purchase right, Investor may deliver to the Company a notice electing to purchase by a Cash Payment one-third of the aggregate number of Metavante In-the-Money Option Shares for an aggregate purchase price equal to one-third of the aggregate exercise prices of such Metavante In-the-Money Option Shares. Such purchase shall, subject to Section 5.9, take place 45 days following the date the first Quarterly Notice is given (or the first business day following such 45th day, if such day is not a business day). Exhibit A hereto sets forth, for illustrative purposes only, an example of the computation of the Metavante Purchase Right pursuant to this Section 3.3.

4. Additional Terms and Conditions of Purchase Right.

4.1. Nontransferability of Purchase Right. The Purchase Right and the Metavante Purchase Right are exercisable only by the Investor. Neither the Purchase Right nor the Metavante Purchase Right may be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Purchase Right or the Metavante Purchase Right, shall be null and void.

4.2. Investment Representation.

(a) The Investor hereby represents and warrants that (a) any Common Shares purchased upon exercise of either of the Purchase Right or the Metavante Purchase Right will be purchased for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such purchase has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, the Investor shall submit a written statement, in form reasonably satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of purchase of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable.

(b) All Common Shares issued under this Agreement and the shares issued in connection with the Metavante Purchase Right shall bear the legend specified in Section 6.3 of the Shareholders Agreement only for the time period specified in such Section 6.3.

4.3. Adjustment. In the event of any adjustment (i) in the Common Shares issuable upon exercise of Subject Employee Options or the Metavante Purchase Right or (ii) to the terms of any of the Subject Employee Options, including the exercise prices, in each case including as a result of stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event (for the avoidance of doubt, other than the transactions contemplated by the Merger Agreement), the Subject Shares and the shares issuable in connection with the Metavante Purchase Right and the terms and conditions thereof (including without limitation the Purchase Price thereof) shall be equitably adjusted by the Board in the same manner as the Subject Employee Options.

4.4. Compliance with Applicable Law. The Purchase Right and the Metavante Purchase Right are subject to the condition that if the listing, registration or qualification of the Subject Shares or the shares issuable in connection with the Metavante Purchase Right upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or reasonably desirable as a condition of, or in connection with, the purchase or delivery of Subject Shares or the shares issuable in connection with the Metavante Purchase Right, the Purchase Right or the Metavante Purchase Right, as applicable, may not be exercised, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained. The Company and the Investor agree to use reasonable efforts to promptly effect or obtain any such listing, registration, qualification, consent or approval. The Company represents and warrants that none of the execution and delivery of this Agreement by the Company, the consummation by the Company of the transactions contemplated hereby or compliance by the Company with any of the provisions hereof requires any listing, registation or qualification of the Subject Shares or the shares issued in connection with the Metavante Purchase Right upon any securities exchange or under any law, and that no consent or approval of any governmental body, or the taking of any other action is necessary as a condition of, or in connection with, the purchase or delivery of Subject Shares or the shares issuable in connection with the Metavante Purchase Right by the Investor.

4.5. Delivery of Certificates. Upon the exercise of the Purchase Right or the Metavante Purchase Right, as applicable, in whole or in part, the Company shall deliver or cause to be delivered one or more certificates representing the number of shares purchased against full payment therefore, subject to Section 4.2(b).

4.6. Purchase Right Confers No Rights as Shareholder. The Investor shall not be entitled to any privileges of ownership with respect to Subject Shares or the shares issuable in connection with the Metavante Purchase Right unless and until purchased and delivered upon the exercise of the Purchase Right or the Metavante Purchase Right, as applicable, in whole or in part, and the Investor becomes a shareholder of record with respect to such delivered shares; and

the Investor shall not be considered a shareholder of the Company with respect to any such shares not so purchased and delivered previously.

4.7. Company to Reserve Shares. The Company shall at all times prior to the expiration or termination of each of the Purchase Right and the Metavante Purchase Right reserve and keep available, either in its treasury or out of its authorized but unissued Common Shares, the full number of shares subject from time to time to the Purchase Right and the Metavante Purchase Right.

4.8. Shareholders Agreement. Any Common Shares issued upon exercise of the Purchase Right and all Common Shares issuable upon exercise of the Metavante Purchase Right shall be subject to the provisions of the Shareholders Agreement, and shall be shares of "Common Stock" that are "Beneficially Owned" by Investor for purposes of the Shareholders Agreement. Without limiting the generality of the foregoing, such Common Shares issued upon exercise of the Purchase Right and all Common Shares issued upon exercise of the Metavante Purchase Right shall be subject to (i) the

registration rights provisions of Article II of the Shareholders Agreement, (ii) the transfer restriction provisions of Section 3.1 of the Shareholders Agreement, and (iii) the provisions of Section 6.3 of the Shareholders Agreement only for the time period specified in such Section 6.3.

4.9. Defined Terms. Capitalized terms used in this Agreement have the following meanings:

"**Acceleration Purchase Price**" shall mean with respect to any Acceleration Subject Shares, one-third of the aggregate exercise price of the Subject Employee Options to the extent used in determining such Acceleration Subject Shares.

"**Acceleration Subject Shares**" shall mean (x) in the case of Section 3.2(b) a number of Common Shares equal to one-third of a percentage of the Reference Common Shares that is equal to the percentage of the Common Shares transferred by the Investor as contemplated by Section 3.2(b) and in respect of which an Acceleration Notice had not been delivered previously, and (y) in the case of Section 3.2(c) a number of Common Shares equal to one-third of all Common Shares subject to then outstanding Subject Employee Options the exercise prices of which are equal to or are less than the Fair Market Value as of the date of an acceleration pursuant to Section 3.2(c).

"**Board**" shall mean the Board of Directors of the Company, excluding the Investor Designee (as defined in the Shareholders Agreement).

"**Cash Payment**" shall mean a wire transfer of immediately available funds to such account as the Company may specify from time to time.

"**Closing Date**" shall mean the date of the Effective Time of the Merger pursuant to the Merger Agreement.

"**Closing Metavante Subject Shares**" shall be determined by reference to the Closing Date and shall be equal to the number of shares of Common Shares equal to the sum (rounded down to the nearest whole share number) obtained by adding (A) any Subject Shares (as defined in the Metavante Stock Purchase Right Agreement) that, but for Section 5.10, the Investor would have had a right to purchase as a result of a Quarterly Notice (as defined in the Metavante Stock Purchase Right Agreement) that Metavante would have been required to give to the Investor, including, without limitation, any Quarterly Notice (as defined in the Metavante Stock Purchase Right Agreement) Metavante would have been required to give to the Investor assuming the one month period set forth in the Metavante Stock Purchase Right Agreement had expired prior to the Closing Date, but that the Investor did not exercise on or prior to the Closing Date, as contemplated by Section 5.10, plus (B), without duplication of the time period set forth in the preceding clause (A), the number of Subject Shares (as defined in the Metavante Stock Purchase Right Agreement) the Investor could purchase if Metavante was obligated to determine, as of the Closing Date, the Investor's Purchase Right (as defined in the Metavante Stock Purchase Right Agreement) for the time period beginning on the first day of the most recent calendar quarter and ending on and including the Closing Date; provided, however, in calculating the number of Subject Shares (as defined in the Metavante Stock Purchase Right Agreement) for the purposes of clause (A) and (B) above, the number of Common Shares (as defined in the Metavante Stock Purchase Right Agreement) obtained in respect of clause (i) of Section 3.2(a) of the Metavante Stock Purchase Right Agreement shall first be multiplied by the Exchange Ratio (as defined in the Merger Agreement) prior to subtracting the number obtained in clause (ii) of Section 3.2(a) of the Metavante Stock Purchase Right Agreement. For purposes of determining the Closing Metavante Subject Shares, (i) all computations and other determinations shall be made as of the Closing Date, including, without limitation, the determination of Fair Market Value (as defined in the Metavante Stock Purchase Right Agreement), In-the-Money Options (as defined in the Metavante Stock Purchase Right Agreement) and Out of the Money Options (as defined in the Metavante Stock Purchase Right Agreement) and (ii) all time periods regarding exercise of the Investor's rights with respect to such Closing Metavante Subject Shares under the Metavante Stock Purchase Right Agreement shall be disregarded.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"**Fair Market Value**" shall mean the closing transaction price of a Common Share as reported in the New York Stock Exchange Composite Transactions (or the equivalent reporting system for any other national securities exchange on which the Common Shares are primarily listed) on the date as of which such value is being determined or, if there shall be no reported transactions for such date, on the next preceding date for which transactions were reported; provided, however, that if the Common Shares are not listed on any national securities exchange, the Fair Market Value may be determined by the Board by whatever means or method as the Board, in the good faith exercise of its discretion, shall at such time deem appropriate.

"**Metavante In-the-Money Option Shares**" shall be determined by reference to the Closing Date and shall be equal to the number of shares of Common Shares equal to the product (rounded down to the nearest whole share number) obtained by multiplying (A) the Exchange Ratio (as defined in the Merger Agreement) by (B) one-third of the aggregate number of shares

of common stock of Metavante issued pursuant to all of the In-the-Money Options (as defined in the Metavante Stock Purchase Right Agreement; but for clarity, when determining such "In-the-Money Options", the reference to "one-third" in Section 3.2(a) of such Metavante Stock Purchase Right Agreement shall be omitted) included in the determination of the Closing Metavante Subject Shares.

"**Out of the Money Options**" shall mean (x) in the case of Section 3.2(a), Subject Employee Options the exercise prices of which are greater than the Fair Market Value as of the date of exercise of the Purchase Right for such Common Shares, and (y) in the case of Section 3.2(c), Subject Employee Options the exercise prices of which are greater than the Fair Market Value as of the date of an acceleration pursuant to such Section 3.2(c).

"**Purchase Prices**" shall mean the purchase prices for which the Investor may purchase Subject Shares hereunder.

"**Reference Common Shares**" shall mean, as of any time of determination, the Subject Shares subject to those Subject Employee Options (i) that are outstanding, unexercised and vested, (ii) the exercise prices of which equal or are less than the Fair Market Value as of such date, (iii) not previously used in determining the Acceleration Subject Shares in connection with any Acceleration Notice, and (iv) have the earliest grant dates (when compared to other Subject Employee Options that meet the specifications in clause (i) — (iii) immediately above).

"**Shareholders Agreement**" shall mean that certain Shareholders Agreement, dated as of the date hereof, among the Company, the Investor and any other Shareholders (as defined therein) that become a party thereto, as amended from time to time.

"**Subject Employee Options**" shall mean the options to acquire shares of common stock of Metavante that are subject to the Metavante Stock Purchase Right Agreement immediately prior to the Effective Time of the Merger, which options are, pursuant to the terms set forth in the Merger Agreement, being converted into options to acquire Common Shares of the Company in connection with the Merger. The number of Subject Employee Options, if determined as of the date hereof after giving effect to the Exchange Ratio (as defined in the Merger Agreement), is 9,217,173, and such number shall only be reduced prior to the Effective Time of the Merger in accordance with Section 3.1(b)(x) of the Metavante Stock Purchase Right Agreement.

"**Subject Shares**" shall mean the Common Shares issuable pursuant to Section 3 hereof.

5. Miscellaneous Provisions.

5.1. Successors. This Agreement shall be binding upon and inure to the benefit of the Investor, the Company and the successors and assigns of the Company and with respect to Section 5.10, the successors and assigns of Metavante. The Investor may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.2. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) upon confirmation of receipt if delivered by telecopy or telefacsimile, (c) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (d) on the date received if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Company, to it at:

Fidelity National Information Services, Inc.
601 Riverside Ave.
Jacksonville, Florida 32204
Attention: Executive Vice President and General Counsel
Facsimile: (904) 357-1005

and

Fidelity National Information Services, Inc.
4050 Calle Real, Suite 210
Santa Barbara, CA 93110
Attention: Executive Vice President, Legal
Facsimile: (805) 696-7831

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy, Esq.
Lawrence S. Makow, Esq.
Matthew M. Guest, Esq.
Facsimile: (212) 403-2000

If to Investor, to it at:

WPM, L.P.
c/o Warburg Pincus & Co.
466 Lexington Avenue
New York, New York 10017
Attention: James Neary
Facsimile: (212) 878-9351

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue

New York, New York 10019
Attention: Steven J. Gartner, Esq.
Robert T. Langdon, Esq.
Facsimile: (212) 728-8111

If to Metavante, to it at:

Metavante Technologies, Inc.
4900 West Brown Deer Road
Milwaukee, Wisconsin 53223
Attention: Chief Executive Officer
Facsimile: (414) 362-1775

and

Metavante Technologies, Inc.
4900 West Brown Deer Road
Milwaukee, Wisconsin 53223
Attention: General Counsel
Facsimile: (414) 362-1775

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
Citigroup Center
153 E. 53rd Street
New York, New York 10022
Attention: Stephen Fraidin, Esq.
Jeffrey Symons, Esq.
Facsimile: (212) 446-4900

and

Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202
Attention: Conrad G. Goodkind, Esq.
Walter J. Skipper, Esq.
Facsimile: (414) 978-8976

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

5.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to choice of law principles thereof).

5.4. Consent to Jurisdiction. Each of Investor and the Company irrevocably agrees that any legal action or proceeding with respect to this Agreement, any provision hereof, the breach, performance, validity or invalidity hereof or for recognition and enforcement of any judgment in respect hereof brought by another party hereto or its successors or permitted assigns may be brought and determined in any federal or state court located in the State of Delaware, and each of Investor and the Company hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each of Investor and the Company hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, any provision hereof or the breach, performance, enforcement, validity or invalidity hereof, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable laws, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper and (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

5.5. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO IT THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

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

5.7. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

5.8. Amendments and Waivers. The provisions of this Agreement may be amended or waived only upon the prior written consent of the Company (to the extent approved by a majority of Independent Directors, excluding the Investor Designee, each as defined in the Shareholders Agreement)

and Investor; provided, however, that with respect to any amendments to this

Section 5.8 or Sections 5.1 or 5.10 prior to the Closing Date, the prior written consent of Metavante shall also be required.

5.9. Section 16 Matters. The exercise dates set forth herein applicable to the Investor shall, at the request of the Investor, automatically be extended as necessary to avoid liability, if any, to the Investor under Section 16 of the Exchange Act; provided, however, in the event the Investor requests that such exercise date be extended, all computations and other determinations shall be made as of the date on which the exercise period (without giving effect to any extension pursuant to this Section 5.9) would have otherwise occurred. For as long as the Investor is entitled to appoint the Investor Designee pursuant to the terms of the Shareholders Agreement, the Board of Directors of the Company, or a committee thereof consisting of non-employee directors (as such term is defined for purposes of Rule 16b-3 under the Exchange Act), shall, if requested by the Investor, and to the extent then permitted under applicable law, adopt resolutions and otherwise use reasonable efforts to cause any acquisition from the Company of Common Shares issued pursuant to this Agreement and Common Shares issuable in connection with the Metavante Purchase Right or dispositions to the Company of Common Shares issued pursuant to this Agreement or Common Shares issuable in connection with the Metavante Purchase Right to be exempt under Rule 16b-3 under the Exchange Act.

5.10. Suspension of Rights under Metavante Stock Purchase Right Agreement; Amendment and Termination of Metavante Stock Purchase Right Agreement.

(a) Investor and Metavante agree that from and after the date hereof the rights and obligations of Investor and Metavante under the Metavante Stock Purchase Right Agreement shall be suspended and in lieu of the Investor's purchase rights under such Metavante Stock Purchase Agreement, Investor shall be entitled to exercise the Metavante Purchase Right at the time and on the terms set forth in Section 3.3 herein. In the event this Agreement is terminated pursuant to the last sentence of Section 2 herein, Investor and Metavante, in good faith, shall determine the purchase rights Investor would have had under the Metavante Stock Purchase Right Agreement (assuming any Quarterly Notices (as defined in such Metavante Stock Purchase Right Agreement) were delivered to Investor on the date that is 15 days following the end of each calendar quarter during which Investor's purchase rights were suspended pursuant to this Section 5.10 and assuming Investor would have exercised such purchase rights 45 days following the date such Quarterly Notice is assumed to have been given (or the first business day following such 45th day, if such day is not a business day)), and Investor shall have 45 days following the date of termination of this Agreement to exercise such purchase rights for the purchase price determined pursuant to the Metavante Stock Purchase Right Agreement and from and after the date of termination of this Agreement, the Metavante Stock Purchase Right Agreement shall remain in full force and effect in accordance with its terms and Investor's and Metavante's respective rights and obligations shall no longer be deemed to be suspended. Investor and Metavante agree that the provisions of Sections 4.9 and 5.1 through and including 5.7 shall govern this Section 5.10.

(b) Effective as of the date hereof, each of Metavante and Investor hereby agrees that Section 3.2(c) of the Metavante Stock Purchase Right Agreement be, and hereby is, amended and restated in its entirety as follows:

"Subject to the proviso below, immediately prior to (i) any event causing the simultaneous acceleration of the vesting, or automatic exercise, of all the Subject Employee Options or (ii) a merger or other business combination involving the Company in which the Common Shares are converted into the right to receive cash in exchange for such Common Shares, the Purchase Right shall automatically be deemed exercised for the number of Subject Shares equal to the difference (rounded down to the nearest whole share) between (i) all Subject Shares then still subject to the Purchase Right and (ii) the quotient of (A) the related Acceleration Purchase Price, divided by (B) the Fair Market Value of a Subject Share, determined as of three business days before the date of such acceleration, for a Purchase Price per share equal to $0.01; provided, however, notwithstanding anything to the contrary in the foregoing, the Purchase Right shall not automatically be deemed exercised, as a result of, or in connection with, any of the transactions contemplated by, relating to or resulting from that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of March 31, 2009 by and between Fidelity National Information Services, Inc., a Georgia Corporation, Cars Holdings, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Fidelity National Information Services, Inc. and the Company, including without limitation, any acceleration of the vesting of the Subject Employee Options in connection with, or as a result of, any of the transactions contemplated by the Merger Agreement or actions relating thereto. The Subject Shares shall be reduced by a number equal to one third of the number of Common Shares subject to Out of the Money Options as of the date of an acceleration pursuant to this Section 3.2(c)."

(c) Effective as of the Effective Time, each of Metavante and Investor hereby agrees that the Metavante Stock Purchase Right Agreement shall be deemed terminated and be of no further force or effect.

5.11. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements, understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Lee A. Kennedy
Name: Lee A. Kennedy
Title: President and Chief Executive Officer

WPM, L.P.

By: WPM GP, LLC, its general partner

By: /s/ James Neary
Name: James Neary
Title: Managing Director

[SIGNATURE PAGE TO STOCK PURCHASE RIGHT AGREEMENT]

METAVANTE TECHNOLOGIES, INC.
(Solely for the purpose of Sections 5.1, 5.8 and 5.10)

By: /s/ Donald W. Layden, Jr.
Name: Donald W. Layden, Jr.
Title: Senior Executive Vice President

[SIGNATURE PAGE TO STOCK PURCHASE RIGHT AGREEMENT]

Exhibit A

Illustrative Example of the Computation of the Metavante Purchase Right pursuant to Section 3.3.

For illustrative purposes only and using the assumptions below, the Metavante Purchase Right would be exercisable by the Investor for 56 Common Shares (i.e., [1.35 * (1/3 * 200)] - (1/3 * 2,000/20)) at a per share purchase price of $0.01. Alternatively, the Metavante Purchase Right would be exercisable by the Investor for 90 Common Shares (i.e., 1.35 * (1/3 * 200)) for an aggregate purchase price of $666.66 (i.e., 1/3*$2,000).

Assumptions

(1) Closing Date: August 1, 2009.

(2) But for Section 5.10, Metavante would have delivered a Quarterly Notice for the quarterly period ended March 31, 2009 on April 15, 2009, which Quarterly Notice indicates 50 shares of Metavante common stock were issued upon exercise of options to acquire Metavante common stock during such quarter with an aggregate exercise price of $500.

(3) But for Section 5.10, Metavante would have delivered a Quarterly Notice for the quarterly period ended June 30, 2009 on July 15, 2009, which Quarterly Notice indicates 50 shares of Metavante common stock were issued upon exercise of options to acquire Metavante common stock during such quarter with an aggregate exercise price of $500.

(4) During the period beginning on July 1, 2009 through August 1, 2009, 100 shares of Metavante common stock were issued upon exercise of options to acquire Metavante common stock during such period with an aggregate exercise price of $1,000.

(5) Fair Market Value of a Share of Metavante common stock on the Closing Date: $20.

(6) Exchange Ratio: 1.35.

EXHIBIT 3

FIDELITY NATIONAL INFORMATION SERVICES, INC.

SHAREHOLDERS AGREEMENT

Dated as of March 31, 2009

Table of Contents

SHAREHOLDERS AGREEMENT, dated as of March 31, 2009 (as it may be amended from time to time, this "Agreement"), by and among (i) Fidelity National Information Services, Inc., a Georgia corporation (the "Company"), (ii) WPM, L.P., a Delaware limited partnership ("Investor"), and (iii) any other Shareholder that may become a party to this Agreement after the date and pursuant to the terms hereof.

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, the Company, Cars Holdings, LLC, a Delaware limited liability company and direct, wholly owned subsidiary of the Company ("Merger Sub"), and Metavante Technologies, Inc., a Wisconsin corporation ("Wisconsin") are entering into an Agreement and Plan of Merger ("Merger Agreement"), which provides, subject to Section 1.1 of the Merger Agreement, for the merger (the "Merger") of Wisconsin with and into Merger Sub, pursuant to which all of the outstanding capital stock of Wisconsin will be converted into the right to receive shares of capital stock of the Company, as set forth in the Merger Agreement;

WHEREAS, as of the date hereof, Investor owns shares of common stock of Wisconsin and is a party to a Shareholders Agreement, dated as of November 1, 2007, between Wisconsin and Investor, as amended (the "Shareholders Agreement"), which Shareholders Agreement will, pursuant to the terms of the Support Agreement (as defined below), be terminated at the Effective Time (as defined in the Merger Agreement);

WHEREAS, as a condition to, among other things, Investor's willingness to enter into and perform its obligations under that certain Support Agreement, dated as of the date hereof (the "Support Agreement"), among the Company, Merger Sub, Investor and Wisconsin, the Company has agreed to enter into this Agreement and the Stock Purchase Right Agreement; and

WHEREAS, each of the parties hereto wishes to set forth in this Agreement certain terms and conditions regarding the ownership of shares of Common Stock, including board rights and certain registration rights applicable to such shares and restrictions on the transfer of such shares.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I.

BOARD RIGHTS

1.1. Investor Designee and Board Observer.

(a) On or prior to the Closing Date, the Board of Directors of the Company (the "Board") shall cause the number of directors that will comprise the full Board to be nine (9). As of the Closing Date, the Board shall include one director designated by Investor (such designee and any person nominated pursuant to Section 1.1(b) and elected as a director and any person designated as a replacement director for such designee or its replacements pursuant to Section 1.1(c), the "Investor Designee") and if, as of the Closing Date, the Board is comprised of different classes of directors with staggered terms of service, such Investor Designee shall be

appointed to fill a vacancy in that director class with a vacancy having the longest remaining term of service then available. Following the Closing Date, in connection with any shareholders meeting to consider the election of the Investor Designee to the Board, the term of service of the Investor Designee to be voted upon shall be no less than the term of service of any other director nominee then up for election or, if no other director nominee is then up for election, the maximum term allowable for a director of the Company under the articles of incorporation and by-laws of the Company then in effect. The initial Investor Designee shall be James C. Neary, who shall be a member of the Compensation Committee of the Board and a member of the Governance Committee of the Board as of the Effective Time.

(b) Following the Closing Date, so long as the Investor Percentage Interest equals or exceeds 20%, Investor shall have the right to nominate and have appointed to the Board one director, who shall be the Investor Designee, and if the Investor Percentage Interest is less than 20%, Investor shall not have the right to nominate the Investor Designee. The Investor Designee shall, subject to the terms hereof and Applicable Law, be the Company's nominee to serve on the Board and the Company shall solicit proxies for the Investor Designee to the same extent as it does for any of its other nominees to the Board.

(c) For so long as such membership does not conflict with any Applicable Law or regulation or listing requirement of the NYSE or other securities exchange on which the Common Stock is listed for trading (as determined in good faith by the Board), the Investor Designee shall have the right to serve as a member of the Compensation Committee of the Board and as a member of the Governance Committee of the Board; provided, however, in the case that the Board determines in good faith that the membership of the Investor Designee on the Compensation Committee or Governance Committee of the Board conflicts with any Applicable Law or regulation or listing requirement of the NYSE or other securities exchange on which the Common Stock is listed for trading, the Investor Designee shall have the right to serve as a member of an alternative significant committee of the Board. Except as provided in the next sentence, any vacancy in the position of the Investor Designee shall only be filled with another designee designated by the Investor, which, if such designee is not an Approved Investor Designee, shall be reasonably acceptable to the Chairman of the Board. Any vacancy created by any removal of the Investor Designee shall also only be filled at the direction of the Investor (which, if such designee is not an Approved Investor Designee, shall be reasonably acceptable to the Chairman of the Board). The Company's proxy statement for the election of directors shall include the Investor Designee and the recommendation of the Board in favor of election of the Investor Designee.

(d) The Company agrees that it will consider in good faith any request by the Investor to have an observer designated by the Investor (a "Board Observer") attend any meeting of (i) the Board, (ii) any committee of the Board, or (iii) any committee of the board of directors of any subsidiary of the Company, in each case which is also attended by the Investor Designee; provided, however, that the Chairman of the Board, acting in his or her sole discretion, may refuse to allow a Board Observer to attend any such meeting.

1.2. Articles of Incorporation and By-laws. The Company and Investor shall take or cause to be taken all lawful action necessary to ensure at all times as of and following the

Closing Date that the articles of incorporation and by-laws of the Company are not inconsistent with the provisions of this Agreement or the transactions contemplated hereby.

1.3. Termination of Article I. Subject to Section 6.1, this Article I (other than Section 1.2) shall terminate and be of no further force or effect on the earlier of (i) the date on which the Investor Percentage Interest is less than 20% and (ii) the tenth anniversary of the Closing Date.

ARTICLE II.

REGISTRATION RIGHTS

2.1. Demand Registrations.

(a) Requests for Registration. At any time following the date that is 180 days from and including the Closing Date (the "Applicable Date"), Investor may request in writing, on behalf of Investor Group, that the Company effect the registration of all or any part of the Registrable Securities held by Investor Group (a "Registration Request"). Promptly after its receipt of any Registration Request, the Company will give written notice of such request to all other Shareholders, and will use its reasonable best efforts to register, in accordance with the provisions of this Agreement, all Registrable Securities that have been requested to be registered in the Registration Request or by any other Shareholders by written notice to the Company given within fifteen Business Days after the date the Company has given such Shareholders notice of the Registration Request. The Company will pay all Registration Expenses incurred in connection with any registration pursuant to this Section 2.1. Any registration requested by Investor pursuant to Section 2.1(a) or 2.1(c) is referred to in this Agreement as a "Demand Registration".

(b) Limitation on Demand Registrations. Investor will be entitled to initiate no more than four Demand Registrations (including Short-Form Registrations permitted pursuant to Section 2.1(c)). No request for registration will count for the purposes of the limitations in this Section 2.1(b) if (i) Investor determines in good faith to withdraw the proposed registration prior to the effectiveness of the Registration Statement relating to such request due to marketing conditions or regulatory reasons relating to the Company, (ii) the Registration Statement relating to such request is not declared effective within 180 days of the date such Registration Statement is first filed with the Commission (other than solely by reason of Investor having refused to proceed) and Investor withdraws its Registration Request prior to such Registration Statement being declared effective, (iii) prior to the sale of at least 90% of the Registrable Securities included in the applicable registration relating to such request, such registration is adversely affected by any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason and the Company fails to have such stop order, injunction or other order of requirement removed, withdrawn or resolved to Investor's reasonable satisfaction within thirty days of the date of such order, (iv) more than 10% of the Registrable Securities requested by Investor to be included in the registration are not so included pursuant to Section 2.1(f), or (v) the conditions to closing specified in the underwriting agreement or purchase agreement entered into in connection with the registration relating to such request are not satisfied (other than as a result of a material default or breach thereunder by Investor). Notwithstanding the foregoing, the Company will pay all Registration Expenses in

connection with any request for registration pursuant to Section 2.1(a) regardless of whether or not such request counts toward the limitation set forth above.

(c) Short-Form Registrations. The Company will use its reasonable best efforts to qualify for registration on Form S-3 or any comparable or successor form or forms or any similar short-form registration ("Short-Form Registrations"), and, if requested by Investor and available to the Company, such Short-Form Registration will be a "shelf" registration statement providing for the registration of, and the sale on a continuous or delayed basis of the Registrable Securities, pursuant to Rule 415. In no event shall the Company be obligated to effect any shelf registration other than pursuant to a Short-Form Registration. The Company will pay all Registration Expenses incurred in connection with any Short-Form Registration.

(d) Restrictions on Demand Registrations. If the filing, initial effectiveness or continued use of a registration statement, including a shelf registration statement pursuant to Rule 415, with respect to a Demand Registration would (i) require the Company to make a public disclosure of material non-public information, which disclosure in the good faith judgment of the Board (A) would be required to be made in any Registration Statement so that such Registration Statement would not be materially misleading, (B) would not be required to be made at such time but for the filing, effectiveness or continued use of such Registration Statement and (C) would in the good faith judgment of the Board reasonably be expected to have a material adverse effect on the Company or its business if made at such time, or (ii) would in the good faith and judgment of the Board reasonably be expected to have a material adverse effect on the Company or its business or on the Company's ability to effect a planned or proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction, then the Company may upon giving prompt written notice of such action to the participants in such registration (each of whom hereby agrees to maintain the confidentiality of all information disclosed to such participants) delay the filing or initial effectiveness of, or suspend use of, such Registration Statement, provided, that the Company shall not be permitted to do so (x) more than three times during any twelve-month period or (y) for periods exceeding, in the aggregate, one hundred twenty-five days during any twelve-month period. In the event the Company exercises its rights under the preceding sentence, such Shareholders agree to suspend, promptly upon their receipt of the notice referred to above, their use of any prospectus relating to such registration in connection with any sale or offer to sell Registrable Securities. If the Company so postpones the filing of a prospectus or the effectiveness of a Registration Statement, Investor will be entitled to withdraw such request and, if such request is withdrawn, such registration request will not count for the purposes of the limitation set forth in Section 2.1(b). The Company will pay all Registration Expenses incurred in connection with any such aborted registration or prospectus.

(e) Selection of Underwriters.

(i) If Investor intends that the Registrable Securities covered by its Registration Request shall be distributed by means of an underwritten offering, Investor will so advise the Company as a part of the Registration Request, and the Company will include such information in

the notice sent by the Company to the other Shareholders with respect to such Registration Request. In such event, the lead underwriter to administer the offering will be chosen by Investor subject to the prior written consent, not to be unreasonably withheld or delayed, of the Company.

(ii) If the offering is underwritten, the right of any Shareholder to registration pursuant to this Section 2.1 will be conditioned upon such Shareholder's participation in such underwriting and the inclusion of such Shareholder's Registrable Securities in the underwriting, and each such Shareholder will (together with the Company and the other Shareholders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting. If any Shareholder disapproves of the terms of the underwriting, such Shareholder may elect to withdraw therefrom by written notice to the Company, the managing underwriter and Investor.

(f) Priority on Demand Registrations. The Company will not include in any underwritten registration pursuant to this Section 2.1 any securities that are not Registrable Securities, without the prior written consent of Investor. If the managing underwriter advises the Company that in its reasonable opinion the number of Registrable Securities (and, if permitted hereunder, other securities requested to be included in such offering) exceeds the number of securities that can be sold in such offering without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), the Company will include in such offering only such number of securities that in the reasonable opinion of such underwriters can be sold without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), which securities will be so included in the following order of priority: (i) first, Registrable Securities of Investor Group and (ii) second, Registrable Securities of any other Shareholders who have delivered written requests for registration pursuant to Section 2.1(a), pro rata on the basis of the aggregate number of Registrable Securities owned by each such Shareholder and (iii) any other securities of the Company that have been requested to be so included, subject to the terms of this Agreement.

(g) Effective Registration Statement. A registration requested pursuant to Section 2.1(a) shall not be deemed to have been effected unless it is declared effective by the Commission and remains effective for the period specified in Section 2.3(b).

2.2. Piggyback Registrations.

(a) Right to Piggyback. Whenever the Company proposes to register any of its securities, other than a registration pursuant to Section 2.1 or a Special Registration, and the registration form to be filed may be used for the registration or qualification for distribution of Registrable Securities, the Company will give prompt written notice (and in any event no later than fifteen Business Days prior to the filing of a Registration Statement with respect to such registration) to all Shareholders of its intention to effect such a registration and, subject to Section 2.2(d), will include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten Business Days after the date of the Company's notice (a "Piggyback Registration"). Any Shareholder that has made such a written request may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter, if any, on or before the tenth Business Day prior to the planned effective date of such Piggyback Registration. The Company may terminate or withdraw any registration under this Section 2.2 prior to the effectiveness of such registration, whether or not any Shareholder has elected to include Registrable Securities in such registration, and except for the obligation to pay Registration

Expenses pursuant to Section 2.2(c) the Company will have no liability to any Shareholder in connection with such termination or withdrawal.

(b) Underwritten Registration. If the registration referred to in Section 2.2(a) is proposed to be underwritten, the Company will so advise the Shareholders as a part of the written notice given pursuant to Section 2.2(a). In such event, the right of any Shareholder to registration pursuant to this Section 2.2 will be conditioned upon such Shareholder's participation in such underwriting and the inclusion of such Shareholder's Registrable Securities in the underwriting, and each such Shareholder will (together with the Company and the other Shareholders and other holders of securities distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. If any Shareholder disapproves of the terms of the underwriting, such Shareholder may elect to withdraw therefrom by written notice to the Company, the managing underwriter and Investor.

(c) Piggyback Registration Expenses. The Company will pay all Registration Expenses in connection with any Piggyback Registration, whether or not any registration or prospectus becomes effective or final.

(d) Priority on Primary Registrations. If a Piggyback Registration relates to an underwritten primary offering on behalf of the Company, and the managing underwriters advise the Company that in their reasonable opinion the number of securities requested to be included in such registration exceeds the number which can be sold without adversely affecting the marketability of such offering (including an adverse effect on the per share offering price), the Company will include in such registration or prospectus only such number of securities that in the reasonable opinion of such underwriters can be sold without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), which securities will be so included in the following order of priority: (i) first, the securities the Company proposes to sell, (ii) second, Registrable Securities of any Shareholders who have requested registration of Registrable Securities pursuant to Sections 2.1 or 2.2, pro rata on the basis of the aggregate number of such securities or shares owned by each such Shareholder and (iii) third, any other securities of the Company that have been requested to be so included, subject to the terms of this Agreement.

2.3. Registration Procedures. Subject to Section 2.1(d), whenever the Shareholders of Registrable Securities have requested that any Registrable Securities be registered pursuant to Sections 2.1 or 2.2 of this Agreement, the Company will use its commercially reasonable efforts to effect the registration and sale of such Registrable Securities as soon as reasonably practicable in accordance with the intended method of disposition thereof and pursuant thereto. The Company shall use its reasonable best efforts to as expeditiously as possible:

(a) prepare and file with the Commission a Registration Statement with respect to such Registrable Securities, make all required filings with the Financial Industry Regulatory Authority and thereafter use its reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable, provided that before filing a Registration Statement or any amendments or supplements thereto, the Company will, in the case of a

Demand Registration, furnish to Shareholders' Counsel copies of all such documents proposed to be filed, which documents will be subject to review of such counsel at the Company's expense;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective for a period of either (i) not less than (A) three months, (B) if such Registration Statement relates to an underwritten offering, such longer period as a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer or (C) two years in the case of shelf registration statements (or in each case such shorter period ending on the date that the securities covered by such shelf registration statement cease to constitute Registrable Securities) or (ii) such shorter period as will terminate when all of the securities covered by such Registration Statement have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such Registration Statement (but in any event not before the expiration of any longer period required under the Securities Act), and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such Registration Statement;

(c) furnish to each seller of Registrable Securities such number of copies, without charge, of such Registration Statement, each amendment and supplement thereto, including each preliminary prospectus, final prospectus, any other prospectus (which for purposes of this Agreement shall also include any prospectus filed under Rule 424, Rule 430A or Rule 430B under the Securities Act and any "issuer free writing prospectus" as such term is defined under Rule 433 promulgated under the Securities Act), all exhibits and other documents filed therewith and such other documents as such seller may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by such seller;

(d) register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things that may be reasonably necessary or reasonably advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) notify each seller of such Registrable Securities and Shareholders' Counsel, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and, as soon as reasonably practicable, prepare and furnish to such seller a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(f) notify each seller of any Registrable Securities covered by such Registration Statement and Shareholders' Counsel (i) when such Registration Statement or the prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to such Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission for amendments or supplements to such Registration Statement or to amend or to supplement such prospectus or for additional information, and (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for any of such purposes;

(g) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or, if no similar securities issued by the Company are then listed on any securities exchange, use its reasonable best efforts to cause all such Registrable Securities to be listed on the NYSE or the NASDAQ stock market, as determined by the Company;

(h) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement;

(i) enter into such customary agreements (including underwriting agreements and, subject to Section 2.7, lock-up agreements in customary form, and including provisions with respect to indemnification and contribution in customary form) and take all such other customary actions as Investor, the selling Shareholders or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making members of senior management of the Company available to participate in "road show" and other customary marketing activities);

(j) make available for inspection by any seller of Registrable Securities and Shareholders' Counsel, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and documents relating to the business of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement, provided that it shall be a condition to such inspection and receipt of such information that the inspecting Person (i) enter into a confidentiality agreement in form and substance reasonably satisfactory to the Company and (ii) agree to minimize the disruption to the Company's business in connection with the foregoing;

(k) timely provide to its security holders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(l) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related prospectus or ceasing trading of any securities included in such Registration Statement for sale in any jurisdiction, use every reasonable effort to promptly obtain the withdrawal of such order;

(m) obtain one or more comfort letters, addressed to the underwriters, if any, dated the effective date of such Registration Statement and the date of the closing under the underwriting agreement for such offering, signed by the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as such underwriters shall reasonably request; and

(n) provide legal opinions of the Company's counsel, addressed to the underwriters, if any, dated the date of the closing under the underwriting agreement, with respect to the Registration Statement, each amendment and supplement thereto (including the preliminary prospectus) and such other documents relating thereto as the underwriter shall reasonably request in customary form and covering such matters of the type customarily covered by legal opinions of such nature.

(o) As a condition to registering Registrable Securities, the Company may require each Shareholder of Registrable Securities as to which any registration is being effected to furnish the Company with such information regarding such Shareholder and pertinent to the disclosure requirements relating to the registration and the distribution of such securities as the Company may from time to time reasonably request in writing.

2.4. Registration Expenses.

(a) Except as otherwise provided in this Agreement, all expenses incidental to the Company's performance of or compliance with this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, word processing, duplicating and printing expenses, messenger and delivery expenses, and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters and other Persons retained by the Company (all such expenses, "Registration Expenses"), will be borne by the Company. The Company will, in any event, pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit or quarterly review, the expenses of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or on the NYSE or NASDAQ. All Selling Expenses will be borne by the holders of the securities so registered pro rata on the basis of the amount of proceeds from the sale of their shares so registered.

(b) In connection with each Demand Registration and each Piggyback Registration in which members of Investor Group participate, the Company will reimburse Investor for the reasonable fees and disbursements of one counsel ("Shareholders' Counsel").

2.5. Participation in Underwritten Registrations.

(a) No Shareholder may participate in any registration hereunder that is underwritten unless such Shareholder (i) agrees to sell its Registrable Securities on the basis provided in any underwriting arrangements approved by Investor (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the managing underwriter(s), provided that no Shareholder will be required to sell more than the number of Registrable

Securities that such Shareholder has requested the Company to include in any registration), (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and (iii) cooperates with the Company's reasonable requests in connection with such registration or qualification (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Shareholder's failure to cooperate with such reasonable requests, will not constitute a breach by the Company of this Agreement). Notwithstanding the foregoing, no Shareholder will be required to agree to any indemnification obligations on the part of such Shareholder that are materially greater than its obligations pursuant to Section 4.1(b).

(b) Each Shareholder that is participating in any registration hereunder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.3(f), such Shareholder will forthwith discontinue the disposition of its Registrable Securities pursuant to the Registration Statement until such Shareholder receives copies of a supplemented or amended prospectus as contemplated by such Section 2.3(f). In the event the Company gives any such notice, the applicable time period mentioned in Section 2.3(b) during which a Registration Statement is to remain effective will be extended by the number of days during the period from and including the date of the giving of such notice pursuant to this Section 2.5(b) to and including the date when each seller of a Registrable Security covered by such Registration Statement will have received the copies of the supplemented or amended prospectus contemplated by Section 2.3(f).

2.6. Rule 144; Legended Securities; etc.

(a) The Company will use its reasonable best efforts to timely file all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, if the Company is not required to file such reports, it will, upon the request of any Shareholder, make publicly available such information as necessary to permit sales pursuant to Rule 144), and will take such further action as any Shareholder may reasonably request, all to the extent required from time to time to enable such Shareholder to sell shares of Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144. Upon the request of any Shareholder, the Company will deliver to such Shareholder a written statement as to whether it has complied with such information requirements.

(b) The Company will not issue new certificates for shares of Registrable Securities without a legend restricting further transfer unless (i) such shares have been sold to the public pursuant to an effective Registration Statement under the Securities Act or Rule 144, or (ii) (x) otherwise permitted under the Securities Act, (y) the Shareholder of such shares shall have delivered to the Company an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the Company, to such effect, and (z) the Shareholder of such shares expressly requests the issuance of such certificates in writing.

2.7. Holdback. In consideration for the Company agreeing to its obligations under this Agreement, each Shareholder agrees in connection with any registration of the Company's securities (whether or not such Shareholder is participating in such registration) upon the request

of the Company and the underwriters managing any underwritten offering of the Company's securities, not to effect (other than pursuant to such registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144 or Rule 144A, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the Company or such underwriters, as the case may be, during the Holdback Period, provided that nothing herein will prevent any Shareholder that is a partnership or corporation from making a distribution of Registrable Securities to the partners or shareholders thereof or a transfer to an Affiliate that is otherwise in compliance with applicable securities laws, so long as such distributees agree to be so bound. With respect to such underwritten offering of Registrable Securities covered by a registration pursuant to Sections 2.1 or 2.2, the Company further agrees not to effect (other than pursuant to such registration or pursuant to a Special Registration) any public sale or distribution, or to file any Registration Statement (other than such registration or a Special Registration) covering any, of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities, during the Holdback Period with respect to such underwritten offering, if required by the managing underwriter, provided that notwithstanding anything to the contrary herein, the Company's obligations under this Section 2.7 shall not apply during any twelve-month period for more than an aggregate of ninety days.

ARTICLE III.

TRANSFER PROVISIONS

3.1. Investor Group Transfer Restrictions.

(a) Prior to the date immediately following the Applicable Date, no member of Investor Group will, directly or indirectly, sell, transfer, make any short sale of, loan, grant any option for the purchase of or otherwise dispose of any shares of Common Stock (it being understood that transfers of, or other transactions with respect to ownership interests in the Investor Fund or ownership interests in other members of the Investor Group the purpose of which is not to transfer shares of Common Stock shall not be considered to be direct or indirect transfers of shares of Common Stock) except (i) to other members of Investor Group who agree in writing to be bound by the terms of this Agreement, (ii) pursuant to the terms of a Buyout Transaction, (iii) in connection with a bona fide pledge to, or similar arrangement in connection with a bona fide borrowing from, a financial institution, or (iv) in a transaction approved by a majority of the directors of the Company who qualify as Independent Directors, excluding the Investor Designee.

(b) Any transfer or attempted transfer of shares of Common Stock in violation of this Section 3.1 shall, to the fullest extent permitted by law, be null and void ab initio, and the Company shall not, and shall instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the share register of the Company.

(c) Investor acknowledges that this Section 3.1 may be enforced by the Company at the direction of a majority of the Independent Directors, excluding the Investor Designee.

(d) This Section 3.1 and Section 3.3 shall terminate and be of no further force or effect on the Applicable Date, provided that such termination shall not relieve any party of liability for such party's breach of this Article III prior to such termination.

3.2. Anti-Takeover Provisions. Prior to the Closing Date, the Company has taken all actions necessary such that as of the Closing Date as a result of either (a) the receipt of the Common Stock and/or (b) the entering into of this Agreement and the Stock Purchase Right Agreement and the performance of the respective rights and obligations pursuant to such agreements, (i) no "business combination," "fair price," "moratorium," "control share acquisition" or other form of antitakeover statute or regulation under Georgia law, including, but not limited to, Sections 14-2-1110 — 1113 and 14-2-1131-1133 of the Georgia Business Corporation Code, (ii) no anti-takeover provision in the articles of incorporation or by-laws of the Company or other similar organizational documents of its subsidiaries, and (iii) no shareholder rights plan, "poison pill" or similar measure will, in the case of each of (i)-(iii) above, be applicable to Investor's ownership of Common Stock. From or after the Closing Date, the Company shall take all reasonable actions to ensure that (i) to the extent permissible under Applicable Law, no "business combination," "fair price," "moratorium," "control share acquisition" or other form of antitakeover statute or regulation under Georgia law, including, but not limited to, Sections 14-2-1110 — 1113 and 14-2-1131-1133 of the Georgia Business Corporation Code, (ii) no anti-takeover provision in the articles of incorporation or by-laws of the Company or other similar organizational documents of its subsidiaries, and (iii) no shareholder rights plan, "poison pill" or similar measure, in each case that contains restrictions that are different from or in addition to those contained in Section 3.1 (including with respect to the time period specified in Section 3.1), is applicable to Investor's ownership of Common Stock.

3.3. Buyout Transactions. So long as Investor is in compliance with Section 3.1, nothing set forth in Section 3.1 shall prohibit Investor from (i) selling or transferring shares of Common Stock pursuant to the terms of a Buyout Transaction, (ii) voting or agreeing to vote its shares of Common Stock with respect to any Buyout Transaction or (iii) endorsing a Buyout Transaction or any other transaction that would constitute a Change of Control proposed by any Person (other than any member of the Investor Group or any Controlled Affiliate of a member of the Investor Group); provided that, in the case of clause (iii) above, (A) no member of the Investor Group or any Controlled Affiliate of a member of the Investor Group is an Acquiring Person with respect to any such transaction that constitutes a Change of Control, (B) no member of the Investor Group or any Controlled Affiliate of a member of the Investor Group solicits or induces such Person to propose such a transaction and (C) no member of the Investor Group or any Controlled Affiliate of a member of the Investor Group is providing equity or debt financing in connection with such transaction.

ARTICLE IV.

INDEMNIFICATION

4.1. Indemnification.

(a) The Company agrees to indemnify and hold harmless each Shareholder, its officers, directors and managers and each Person who is a controlling Person of such Shareholder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such person being referred to herein as a "Covered Person") against, and pay and reimburse such Covered Persons for, any losses, claims, damages, liabilities, joint or several, to

which such Covered Person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto, or any document incorporated by reference therein, or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will pay and reimburse such Covered Persons for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding, provided that the Company shall not be liable to a Covered Person in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, made or incorporated by reference in such Registration Statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or any document incorporated by reference therein, in reliance upon, and in conformity with, written information prepared and furnished to the Company by such Covered Person expressly for use therein or arises out of or is based on such Shareholder's failure to deliver a copy of the Registration Statement or prospectus or any amendments or supplements thereto after the Company has furnished such Shareholder with a sufficient number of copies thereof. In connection with an underwritten offering, the Company, if requested, will indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Covered Persons.

(b) In connection with any Registration Statement in which a Shareholder is participating, each such Shareholder will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or prospectus and, will indemnify and hold harmless the Company, its directors and officers, each underwriter and any Person who is or might be deemed to be a controlling person of the Company, any of its subsidiaries or any underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any losses, claims, damages, liabilities, joint or several, to which the Company or any such director or officer, any such underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such Registration Statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information

prepared and furnished to the Company by such Shareholder expressly for use therein, and such Shareholder will reimburse the Company and each such director, officer, underwriter and controlling Person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding, provided that the obligation to indemnify and hold harmless will be individual and several to each Shareholder and will be limited to the net amount of proceeds actually received by such Shareholder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not, without the indemnified party's prior consent, settle or compromise any action or claim or consent to the entry of any judgment unless such settlement or compromise includes as an unconditional term thereof the release of the indemnified party from all liability, which release shall be reasonably satisfactory to the indemnified party. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the registration and sale of any securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

(e) If the indemnification provided for in Section 4.1(a) or Section 4.1(b) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relevant fault of the indemnifying party and the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing, the amount any Shareholder will be obligated to contribute pursuant to this Section 4.1(e) will be limited to an amount equal to the net proceeds to such Shareholder of the Registrable Securities sold pursuant to the Registration Statement which gives

rise to such obligation to contribute (less the aggregate amount of any damages which the Shareholder has otherwise been required to pay in respect of such loss, claim, damage, liability or action or any substantially similar loss, claim, damage, liability or action arising from the sale of such Registrable Securities). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V.

DEFINITIONS

5.1. Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"Acquiring Person" has the meaning set forth in the definition of Change of Control; provided, however, that for purposes of Section 3.3, an Acquiring Person shall not include any Investor solely by reason of Investor's taking or agreeing to take any action permitted under Section 3.3.

"Affiliate" means, with respect to any Person, (i) any Person directly or indirectly Controlling, Controlled by or under common Control with such Person or (ii) any officer, director, manager, general partner or trustee of any of the foregoing; provided, however, that for purposes of this Agreement the Company and any Person directly or indirectly Controlled by the Company shall not be deemed to be Affiliates of Investor or of the Investor Group.

"Agreement" has the meaning set forth in the preamble.

"Applicable Date" has the meaning set forth in Section 2.1(a).

"Applicable Law" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Entity, (ii) any consents or approvals of any Governmental Entity, and (iii) any orders, decisions, injunctions, judgments, awards, decrees of or agreements with any Governmental Entity.

"Approved Investor Designee" means Adarsh Sarma or any member of the Executive Management Group of the Investor Group.

"Beneficially Own" with respect to any securities shall mean having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act), including pursuant to any agreement, arrangement or understanding, whether or not in writing.

"Board" has the meaning set forth in Section 1.1(a).

"Board Observer" has the meaning set forth in Section 1.1(d).

"Business Day" means any day on which banks are not required or authorized to close in the City of New York.

"Buyout Transaction" means a tender offer, merger, sale of all or substantially all the Company's assets or any similar transaction, except such a transaction that is proposed by or involves a member of the Investor Group or an Affiliate of any member of the Investor Group and has not been approved by the Board, that offers each holder of Voting Securities (other than, if applicable, the Person proposing such transaction) the opportunity to dispose of Voting Securities Beneficially Owned by each such holder for the same consideration or otherwise contemplates the acquisition of Voting Securities Beneficially Owned by each such holder for the same consideration.

"Change of Control" means the consummation of any transaction or series of related transactions involving (i) any purchase or acquisition (whether by way of merger, share exchange, consolidation, business combination or similar transaction or otherwise) by any Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) (such other Person or group, an "Acquiring Person"), of any of (A) securities representing a majority of the outstanding voting power of the Company entitled to elect the Board, (B) the majority of the outstanding shares of common stock of the Company, or (C) all or substantially all of the assets of the Company and its Subsidiaries, taken together as a whole, (ii) any sale, lease, exchange, transfer, license or disposition of all or substantially all of the assets of the Company and its Subsidiaries, taken together as a whole, to an Acquiring Person or (iii) any merger, consolidation or business combination in which the holders of voting securities of the Company immediately prior to the transaction, as a group, do not hold securities representing a majority of the outstanding voting power entitled to elect the board of directors of surviving entity in such merger, consolidation or business combination.

"Closing Date" means that date of the effective time of the Merger pursuant to the terms of the Merger Agreement.

"Commission" means the Securities and Exchange Commission or any other federal agency administering the Securities Act.

"Common Stock" means the common stock, par value $0.01 per share, of the Company (i) into which the common stock of Wisconsin held by the Investor is converted at the Closing Date pursuant to the terms of the Merger Agreement and/or (ii) purchased by Investor pursuant to the exercise of the Purchase Rights and, in each case, any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or other similar reorganization.

"Company" has the meaning set forth in the preamble.

"Control" means the power to direct the affairs of a Person by reason of ownership of Voting Securities, by contract or otherwise.

"Covered Person" has the meaning set forth in Section 4.1(a).

"Demand Registration" has the meaning set forth in Section 2.1(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"Governmental Entity" means any federal, state, local or foreign court, legislative, executive or regulatory authority or agency.

"Holdback Period" means, with respect to any registered offering covered by this Agreement, (i) ninety days after and during the ten days before, the effective date of the related Registration Statement or, in the case of a takedown from a shelf registration statement, ninety days after the date of the prospectus supplement filed with the Commission in connection with such takedown and during such prior period (not to exceed ten days) as the Company

has given reasonable written notice to the holder of Registrable Securities or (ii) such shorter period as Investor, the Company and the underwriter of such offering, if any, shall agree.

"Independent Director" means an individual who, as a member of the Board following the Closing Date, would be independent of the Company under the rules of the NYSE or such other securities exchange on which the Common Stock is listed.

"Investor" has the meaning set forth in the preamble.

"Investor Affiliate" means an Affiliate of Investor other than any "portfolio company" (as such term is customarily used among institutional investors) of Investor or any Affiliate of Investor.

"Investor Cessation Date" has the meaning set forth in Section 6.1.

"Investor Designee" has the meaning set forth in Section 1.1(a).

"Investor Fund" shall mean Warburg Pincus Private Equity IX, L.P., a Delaware limited partnership, or any Successor Fund that Beneficially Owns Common Stock.

"Investor Group" means Investor, Investor Fund and any Investor Affiliate.

"Investor Percentage Interest" means the percentage obtained by dividing (i) the number of shares of Common Stock Beneficially Owned by the Investor Group by (ii) the number of shares of common stock, par value $0.01, of the Company (A) into which the common stock of Wisconsin held by the Investor is converted at the Closing Date pursuant to the terms of the Merger Agreement and (B) purchased by Investor pursuant to the exercise of the Purchase Rights and, in the case of each of (A) and (B), any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or other similar reorganization.

"Investor Permitted Transferee" means each of (i) Investor Fund, (ii) an Investor Affiliate, (iii) the owners of Investor, including Beneficial Owners of any owners of Investor, in connection with any liquidation of, or a distribution with respect to equity interests owned in, Investor (including but not limited to any distributions by the owners of Investor to their Beneficial Owner) or (iv) any financial institution that acquires shares of Common Stock pursuant to Section 3.1(a)(iii).

"Merger" has the meaning set forth in the recitals.

"Merger Agreement" has the meaning set forth in the recitals.

"Merger Sub" has the meaning set forth in the recitals.

"NYSE" means the New York Stock Exchange.

"Person" means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a government or department or agency thereof.

"Piggyback Registration" has the meaning set forth in Section 2.2(a).

"Public Offering" means an offering of Common Stock pursuant to a Registration Statement filed in accordance with the Securities Act.

"Purchase Rights" means those certain purchase rights with respect to shares of Common Stock pursuant to the Stock Purchase Right Agreement.

"Register," "registered" and "registration" refers to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement, and compliance with applicable state securities laws of such states in which Shareholders notify the Company of their intention to offer Registrable Securities.

"Registrable Securities" means (i) all Common Stock, (ii) any other stock or securities that the Shareholders of the Common Stock may be entitled to receive, or will have received pursuant to such Shareholders' ownership of the Common Stock, in lieu of or in addition to Common Stock, (iii) any shares of common stock, par value $0.01 per share, of the Company acquired by any Shareholder after the date the hereof; provided, that the shares of common stock of the Company described in this clause (iii) shall only be Registrable Securities until the earlier of (A) such time as the Investor is no longer considered an "affiliate" of the Company under Rule 144, or (B) such time as the Investor Percentage Interest is less than 20%, or (iv) any equity securities issued or issuable directly or indirectly with respect to the securities referred to in the foregoing clauses (i), (ii) or (iii) by way of conversion or exchange thereof or share dividend or share split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization. As to any particular securities constituting Registrable Securities, such securities will cease to be Registrable Securities when (w) they have been effectively registered or qualified for sale by prospectus filed under the Securities Act and disposed of in accordance with the Registration Statement covering therein, (x) they have been sold to the public pursuant to Rule 144 or other exemption from registration under the Securities Act or (y) they have been acquired by the Company.

"Registration Expenses" has the meaning set forth in Section 2.4(a).

"Registration Request" has the meaning set forth in Section 2.1(a). The term Registration Request will also include, where appropriate, a Short-Form Registration request made pursuant to Section 2.1(c).

"Registration Statement" means the prospectus and other documents filed with the Commission to effect a registration under the Securities Act.

"Rule 144" means Rule 144 under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Rule 144A" means Rule 144A under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Rule 415" means Rule 415 under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"Selling Expenses" means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder and any other Registration Expenses required by law to be paid by a selling Shareholder.

"Shareholder" means the Investor and any Investor Permitted Transferee who holds outstanding Registrable Securities and is or becomes a party to this Agreement.

"Shareholders Agreement" has the meaning set forth in the recitals.

"Shareholders' Counsel" has the meaning set forth in Section 2.4(b).

"Short-Form Registrations" has the meaning set forth in Section 2.1(c).

"Special Registration" means the registration of (i) equity securities and/or options or other rights in respect thereof solely registered on Form S-4 or Form S-8 (or successor form) or (ii) shares of equity securities and/or options or other rights in respect thereof to be offered to directors, members of management, employees, consultants, customers, lenders or vendors of the Company or its direct or indirect subsidiaries or in connection with dividend reinvestment plans.

"Stock Purchase Right Agreement" means the Stock Purchase Right Agreement, dated as of the date hereof, among the Company, Wisconsin and Investor, as the same may be amended from time to time.

"Successor Fund" means one or more successor funds to the Investor Fund, each of which is Controlled by Warburg Pincus LLC and/or Warburg Pincus & Co. (or a Controlled Affiliate of one of such entities) and is managed by Warburg Pincus LLC or its Affiliates.

"Support Agreement" has the meaning set forth in the recitals.

"Voting Securities" means, at any time, shares of any class of equity securities of the Company, which are then entitled to vote generally in the election of directors.

"Wisconsin" has the meaning set forth in the recitals.

5.2. Terms Generally. The words "hereby", "herein", "hereof", "hereunder" and words of similar import refer to this Agreement as a whole and not merely to the specific section, paragraph or clause in which such word appears. All references herein to Articles and Sections shall be deemed references to Articles and Sections of this Agreement unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The definitions given for terms in this Article V and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. References herein to any agreement or letter (including the Investment Agreement) shall be deemed references to such agreement or letter as it may be amended, restated or otherwise revised from time to time.

ARTICLE VI.

MISCELLANEOUS

6.1. Term. This Agreement will be automatically effective as of the Closing Date and will continue in effect thereafter until the earliest of (a) its termination by the consent of all parties hereto or their respective successors in interest (with the consent of a majority of Independent Directors, excluding the Investor Designee), (b) except for those provisions of this Agreement that terminate as of a date specified in such provisions, which provisions shall terminate in accordance with the terms thereof, the date on which Investor Group ceases to hold any shares of Registrable Securities ("Investor Cessation Date"), and (c) the dissolution, liquidation or winding up of the Company. In the event the Merger Agreement is terminated in accordance with its terms prior to the Closing Date, this Agreement shall automatically terminate and be of no further force and effect.

6.2. No Inconsistent Agreements. The Company will not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement or grant any registration rights to any other Person without obtaining the prior approval of Investor.

6.3. Legend.

(a) Prior to the date immediately following the Applicable Date, all certificates representing the shares of Common Stock held by each Shareholder shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A SHAREHOLDERS AGREEMENT (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SHAREHOLDERS AGREEMENT AND (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER. THE

HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH SHAREHOLDERS AGREEMENT."

As promptly as practical after the date immediately following the Applicable Date, and in any event no later than ten (10) days following the Applicable Date, the Company shall cause to have such legend removed from all certificates representing the shares of Common Stock held by each Shareholder.

(b) For as long as the legend is required pursuant to Section 6.3(a), the Company shall, upon the permitted sale of any shares of Common Stock pursuant to (i) an effective Registration Statement under the Securities Act or pursuant to Rule 144 or (ii) another exemption from registration under the Securities Act or upon the termination of this Agreement, replace the certificates representing such shares of Common Stock, at the expense of the Company, with certificates or instruments not bearing the legends required by this Section 6.3 provided that the Company may condition such replacement of certificates under the foregoing clause (ii) upon the receipt of an opinion of securities counsel reasonably satisfactory to the Company.

6.4. Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company (to the extent approved by a majority of Independent Directors, excluding the Investor Designee) and Investor. A copy of each such amendment shall be sent to each Shareholder and shall be binding upon each party hereto, provided that the failure to deliver a copy of such amendment shall not impair or affect the validity of such amendment.

6.5. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of and be enforceable by the Company and its successors and permitted assigns and will be binding upon Investor and its successors and permitted assigns. This Agreement will inure to the benefit of and be enforceable by Investor and solely with respect to Article II and Article IV, any Shareholder who is a permitted assignee hereunder. Notwithstanding the foregoing, no member of Investor Group may assign its rights under this Agreement without the prior written consent of the Company, provided that, subject to Section 3.1, Investor may assign its rights under Article II and Article IV, absent such consent, in connection with a sale, transfer or disposition to any Investor Permitted Transferee who is a Shareholder. Notwithstanding anything to the contrary in this Agreement, the Company may assign this Agreement in connection with a merger, reorganization or sale, transfer or contribution of all or substantially all of the assets or shares of the Company to any Person who is a successor or transferee in such merger, reorganization or sale, transfer or contribution; provided that if such successor or transferee is not the ultimate parent entity of such successor or transferee, then this Agreement shall be assigned to such ultimate parent entity of such successor or transferee if such ultimate parent entity has securities that are registered on the NYSE or another securities exchange; provided, that such Person expressly or by operation of law or otherwise assumes the due and punctual performance and observance of every covenant, agreement and condition of this Agreement to be performed and observed by the Company.

6.6. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any

provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

6.7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

6.8. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

6.9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware regardless of the laws that might otherwise govern under applicable principles or rules of conflicts of law to the extent such principles or rules are not mandatorily applicable by statute and would require the application of the laws of another jurisdiction.

6.10. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of any federal or state court located in the State of Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby (and agrees not to commence any such suit, action or other proceeding except in such courts). Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth or referred to in Section 6.14 shall be effective service of process for any such suit, action or other proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or other proceeding in the above-named courts, or that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

6.11. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each party (a) certifies and acknowledges that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it understands and has considered the implications of this waiver and makes this

waiver voluntarily, and that it and the other parties have been induced to enter into the Agreement by, among other things, the mutual waivers and certifications in this Section 6.11.

6.12. Enforcement; Attorneys' Fees. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof, provided that no Shareholder will have any right to an injunction to

prevent the filing or effectiveness of any Registration Statement of the Company. In any action or proceeding brought to enforce any provision of this Agreement, the successful party shall be entitled to recover reasonable attorneys' fees in addition to its costs and expenses and other available remedies.

6.13. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and each such party's respective heirs, successors and permitted assigns, all of whom shall be third party beneficiaries of this Agreement, provided that the Persons indemnified under Article IV are intended third party beneficiaries of Article IV.

6.14. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed, certified or registered mail with postage prepaid, (c) sent by reputable overnight courier or (d) sent by fax (provided a confirmation copy is sent by one of the other methods set forth above), as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company, to it at:

Fidelity National Information Services, Inc.
601 Riverside Ave.
Jacksonville, Florida 32204
Attention: Executive Vice President and General Counsel
Facsimile: (904) 357-1005

and

Fidelity National Information Services, Inc.
4050 Calle Real, Suite 210
Santa Barbara, CA 93110
Attention: Executive Vice President, Legal
Facsimile: (805) 696-7831

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy, Esq.
Lawrence S. Makow, Esq.
Matthew M. Guest, Esq.
Facsimile: (212) 403-2000

If to Investor, to it at:

WPM, L.P.
c/o Warburg Pincus Private Equity IX, L.P.

466 Lexington Avenue
New York, New York 10017
Attention: James Neary
Facsimile: (212) 878-9351

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Steven J. Gartner, Esq.
Robert T. Langdon, Esq.
Facsimile: (212) 728-8111

If to any other Shareholder, to its address set forth on the signature page of such Shareholder to this Agreement with a copy (which shall not constitute notice) to any party so indicated thereon.

All notices and other communications hereunder shall be in writing and shall be deemed duly given (w) on the date of delivery if by personal delivery, (x) upon confirmation of receipt if delivered by facsimile, (y) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service (z) when received if delivered by certified or registered mail, return receipt requested, postage paid.

6.15. Entire Agreement. This Agreement, the Support Agreement and the Stock Purchase Right Agreement, constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Lee A. Kennedy
Name: Lee A. Kennedy
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO SHAREHOLDERS AGREEMENT]

WPM, L.P.

By: WPM GP, LLC, its general partner

By: /s/ James Neary
Name: James Neary
Title: Managing Director

[SIGNATURE PAGE TO SHAREHOLDERS AGREEMENT]