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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **January 31, 2006**

FIDELITY NATIONAL INFORMATION SERVICES, INC.
(Exact name of registrant as specified in charter)

Georgia	**001-16427**	**58-2606325**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

601 Riverside Avenue, Jacksonville, Florida	**32204**
(Address of principal executive offices)	(Zip Code)

Registrant’s telephone number, including area code: **(904) 854-8100**

CERTEGY INC., 100 Second Avenue South, Suite 1100S, St. Petersburg, Florida 33701
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

o   Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o   Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o   Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o   Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01   ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Agreements Entered into at Closing of Merger

In connection with the closing of the Merger described under Item 2.01 of this report, the registrant entered into the following agreements:

Registration Rights Agreement

At the closing of the Merger the registrant entered into a Registration Rights Agreement with all of the current shareholders of the registrant who were stockholders of Fidelity National Information Services, Inc., a Delaware corporation that was merged into a subsidiary of the registrant (“Former FIS”) immediately prior to the Merger (the “Former FIS Stockholders”). Under the Registration Rights Agreement, the Former FIS Stockholders have the right to require the registrant to register the shares of common stock of the registrant issued to them in the Merger for resale and the right to participate in registrations that the registrant might undertake. The Former FIS Stockholders will collectively have the right to require the registrant to register shares for resale by them up to eight times on Form S-1 and an unlimited number of times on Form S-3. Such registrations may be underwritten registrations or shelf registrations, at the election of the selling shareholders, and may include an unlimited number of shares. The Former FIS Stockholders also will be able to include their shares in any registration the registrant may undertake, subject to customary limitations on their rights where the inclusion of their shares in an underwritten public offering initiated by the registrant would adversely affect the distribution or marketability of the securities being offered or the price that will be paid in the offering. The registrant will pay all of the Former FIS Stockholders’ expenses associated with any such registration except for underwriter discounts or other selling commissions. The foregoing summary is qualified in its entirety by reference to the text of the Registration Rights Agreement filed as Exhibit 99.1 to this report.

Interim Term Loan

On January 31, 2006, the registrant entered into a new interim term loan agreement (the "SunTrust Loan Agreement") for purpose of funding payment of the special dividend paid in connection with the Merger, as further described under Item 2.01 below and certain related transaction expenses. The SunTrust Loan Agreement provided for a $250 million unsecured interim term loan, bearing interest at a rate equal to the higher of SunTrust's announced prime lending rate or the federal funds rate plus one-half of one percent. The interim term loan made under the SunTrust Loan Agreement was subject to mandatory repayment on the effective date of the consummation of the Merger, and was repaid on February 1, 2006, using proceeds from Former FIS's senior credit facility and from cash on hand of registrant.

Joinder to Former FIS's Credit Facility

Upon the completion of the Merger, the registrant became a co-borrower and guarantor under Former FIS's senior credit facilities. The following subsidiaries of the registrant also became guarantors of this indebtedness, pursuant to a Subsidiary Guaranty Supplement dated on

---

or about February 1, 2006: Certegy Card Services, Inc.; Certegy Check Services, Inc.; Certegy E-Banking Services, Inc.; Certegy First Bankcard Systems, Inc.; Certegy Payment Services; Certegy Payment Recovery Services, Inc.; Certegy Transaction Services, Inc.; Crittson Financial Corporation; GameCash Inc.; Game Financial Corporation; and Game Financial Corporation of Wisconsin.

These senior credit facilities (collectively, the "FIS Credit Facilities") consist of an $800 million Term Loan A facility, a $2.0 billion Term Loan B facility (collectively, the "Term Loan Facilities") and a $400 million revolving credit facility (the "Revolver") with a consortium of lenders led by Bank of America. Former FIS fully drew upon the entire $2.8 billion in Term Loan Facilities to consummate a recapitalization of Former FIS in March 2005. Revolver borrowings and Term A Loans bear interest at a floating rate, which is, at the borrower's option, either the British Bankers Association LIBOR or base rate plus, in both cases, an applicable margin, which is subject to adjustment based on the senior secured leverage ratio of the registrant. The Term B Loans bear interest at either the British Bankers Association LIBOR plus 1.75% per annum or, at the borrower's option, a base rate plus 0.75% per annum. The borrower may choose one month, two month, three month, six month, and to the extent available, nine month or one year LIBOR, which then applies for a period of that duration. Interest is due at the end of each interest period, provided that for LIBOR loans that exceed three months, the interest is due three months after the beginning of such interest period. The Term Loan A matures in March, 2011, the Term Loan B in March, 2013, and the Revolver in March, 2011. The Term Loan Facilities are subject to quarterly amortization of principal in equal installments of ..25% of the original principal amount with the remaining balance payable at maturity. As a result of these scheduled repayments, the aggregate principal balance of the Term Loan Facilities is approximately $2.55 billion as of the date of this report. In addition to the scheduled amortization, and with certain exceptions, the Term Loan Facilities are subject to mandatory prepayment from excess cash flow, issuance of additional equity and debt, and sales of certain assets. Voluntary prepayments of both the Term Loan Facilities and revolving loans and commitment reductions of the revolving credit facility are permitted at any time without fee upon proper notice and subject to minimum dollar requirements and payment of any LIBOR breakage charges if applicable.

The FIS Credit Facilities contain affirmative, negative, and financial covenants customary for financings of this type, including, among other things, limits on the creation of liens, limits on the incurrence of indebtedness, restrictions on investments and dispositions, limitations on dividends and other restricted payments and capital expenditures, a minimum interest coverage ratio, and a maximum secured leverage ratio. Following the Merger, the FIS Credit Facilities will be secured by liens granted upon substantially all of the assets of Fidelity National Information Solutions, Inc. and Fidelity National Tax Service, Inc., as borrowers, and certain subsidiaries of Former FIS that are party to that certain Security Agreement dated as of March 9, 2005 by such borrowers and subsidiaries in favor of Bank of America, N.A., as Collateral Agent thereunder. These financial covenants include restrictions on the amount of indebtedness that the registrant is allowed to incur during the existence of the credit facilities. The registrant is also required to keep its senior secured leverage ratio at stated ratios for each fiscal quarter beginning with 5.35:1 in the third quarter of 2005 and eventually being reduced to 2.75:1 by the fourth quarter of 2012. The credit facility also calls for the registrant to have interest coverage ratios for

---

each fiscal quarter that are not less than 2.75:1 in the third quarter of 2005 and eventually rising to 4.25:1 by the fourth quarter of 2012. The registrant is also restricted in the amount of capital expenditures that it can make for any fiscal year. Capital expenditures cannot exceed $200 million for the fiscal year ending in 2005, with the amount allowed eventually rising to $250 million by the fiscal year ending in 2010. If the registrant does not spend $200 million in capital expenditures in any given fiscal year, the amount of difference may be carried forward and used over the next two fiscal years. The FIS Credit Facilities include customary events of default for facilities of this type (with customary grace periods, as applicable) and provides that, upon the occurrence of an event of default, the interest rate on all outstanding obligations will be increased and payments of all outstanding loans may be accelerated and/or the lenders' commitments may be terminated. In addition, upon the occurrence of certain insolvency or bankruptcy related events of default, all amounts payable under the FIS Credit Facilities will automatically become immediately due and payable, and the lenders' commitments will automatically terminate.

The foregoing summary is qualified in its entirety by reference to the text of the Credit Agreement dated as of March 9, 2005, among Fidelity National Information Solutions, Inc. and Fidelity National Tax Service, Inc., as Borrowers, Former FIS, the lenders party thereto, and Bank of America, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, filed as Exhibit 10.1 to that certain Report on Form 8-K filed by Fidelity National Financial, Inc. on March 15, 2005; Amendment No. 1 and Addendum to such Credit Agreement, dated September 26, 2005, and filed as Exhibit 99.5 to this report; and that certain Joinder Agreement dated on or about February 1, 2006, by and between the registrant and Bank of America, N.A., as Administrative Agent under such Credit Agreement, filed as Exhibit 99.6 to this report.

Amended and Restated Stock Incentive Plan

At the special meeting of shareholders at which the Merger was approved, the registrant's shareholders also approved the Amended and Restated Certegy Inc. Stock Incentive Plan (the "Amended and Restated Plan") which previously had been approved by the Board of Directors, subject to the approval of the registrant's shareholders and the consummation of the Merger. With the closing of the Merger such plan became effective.

Changes to Prior Plan

The registrant's board of directors originally adopted the Certegy Inc. Stock Incentive Plan (formerly known as the Certegy Inc. 2001 Stock Incentive Plan) effective as of June 15, 2001. This plan was approved by Certegy's sole shareholder, Equifax Inc., prior to the spin-off of Certegy from

Equifax. The plan was amended and restated by Certegy on February 28, 2002, which amendment and restatement was approved by Certegy's shareholders on May 16, 2002, and the plan was again amended on June 18, 2004. The Amended and Restated Plan differs from the prior plan in the following principal respects:

- the total number of shares of the registrant's common stock authorized for issuance under the Amended and Restated Plan is 14,598,182 shares, which is 6 million more shares than were authorized for issuance under the prior plan;

- the Amended and Restated Plan deleted the "evergreen" provision contained in the prior plan, which would have automatically increased the number of shares available for issuance under the plan each year through 2008;

- no individual participant will be awarded option rights for more than 1 million shares during any calendar year, an increase of 650,000 shares over the previous annual limit for any individual; and

- the combined number of shares of restricted stock and restricted stock units ("RSU's") granted to any individual participant during any calendar year may not exceed 400,000 shares, an increase of 200,000 shares over the prior limit.

Plan Administration

The Compensation Committee of the registrant's board of directors administers the Amended and Restated Plan. The committee has the discretion to delegate to one or more of the registrant's officers its authority and duties under the Amended and Restated Plan with respect to participants who are not subject to the reporting and other requirements of Section 16 of the Securities Exchange Act of 1934. The committee has the right to terminate the Amended and Restated Plan at any time, or amend the Amended and Restated Plan, so long as the termination or amendment does not adversely affect any rights of any participant with respect to outstanding awards without that participant's consent.

Eligibility

The committee or its delegate is authorized to make awards under the Amended and Restated Plan to any of the registrant's officers or other key employees, or others performing services for the registrant or any officers, other key employees, or service providers of the registrant's subsidiaries, and to award stock options, restricted stock or restricted stock units to the registrant's non-employee directors. The committee has discretion in selecting eligible participants.

Description of Awards

The committee or its delegate has the authority to award:

- stock options, including both incentive and non-qualified stock options;

- restricted stock; and

- restricted stock units, or RSU's, which are rights to receive shares of common stock on a future date, or a cash payment for each unit equal to the fair market value of a share on such future date.

The total number of shares that may be issued pursuant to awards under the Amended and Restated Plan is 14,598,182 shares, of which 2,705,164 shares have been issued upon the exercise of options and 228,161 shares have already been delivered upon the lapse of the risk of forfeiture with respect to restricted stock and RSUs, in each case as of December 31, 2005. The

number of shares available will be adjusted to account for shares relating to awards that expire or are transferred, surrendered, or relinquished upon payment of any option price by transfer of shares or upon satisfaction of any withholding amount. The total number of shares issued upon exercise of all incentive stock options under the plan will not exceed 10 million shares. The total number of shares that may be issued pursuant to awards of restricted stock and RSU's under the plan will not exceed 6 million shares. These totals, and the individual limits described below, may be adjusted by the committee in its discretion to reflect any change in the number of shares of common stock due to any stock dividend, stock split, combination, recapitalization, merger, spin-off, or similar corporate transaction.

A more detailed description of the Amended and Restated Plan is set forth under the caption "Amended and Restated Certegy Inc. Stock Incentive Plan" in the registrant's definitive proxy statement filed with the SEC in connection with the Merger on December 22, 2005. The foregoing summary is qualified in its entirety by reference to the full text of the Amended and Restated Plan, which is filed as Exhibit 99.8 to this report.

Assumption of FIS Option Stock Plan

Under the Agreement and Plan of Merger, dated September 14, 2005 (the "Merger Agreement"), among the registrant, Former FIS, and C Co Merger Sub, LLC, a Delaware limited liability company wholly owned by the registrant ("Merger Sub"), in connection with the Merger the registrant assumed the Fidelity National Information Services, Inc. 2005 Stock Incentive Plan (the "FIS Plan").

Plan Administration

The registrant's board of directors, or, at its election, one or more committees of the board of directors, will administer the FIS Plan. The board has the right to construe and interpret the FIS Plan, to make and modify awards at any time, to establish or change conditions applicable to awards or amend the

FIS Plan, so long as any such action does not adversely affect any rights of any participant with respect to outstanding awards without that participant's consent. The board may amend, suspend, or terminate the FIS Plan at any time, provided that any amendment that increases the maximum number of shares issuable to any person or in the aggregate, changes the legal entity authorized to make awards under the FIS Plan, or materially changes the class of persons eligible for the grant of incentive stock options, requires the approval of the registrant's shareholders.

Eligibility

The board is authorized to make awards under the FIS Plan to any director, officer, or consultant of the registrant or any of its subsidiaries. The board has discretion in selecting eligible participants.

Description of Awards

The board has the authority to award:

- stock options, including both incentive and non-qualified stock options; and
- restricted stock and other stock awards.

The total number of shares that may be issued pursuant to awards under the Plan is 10,371,891 shares, of which 8,936,993 are subject to currently outstanding stock options granted as of March 9, 2005, April 26, 2005, and July 1, 2005. The number of shares available will be adjusted to account for shares relating to awards that expire or are transferred, surrendered, or relinquished upon payment of any option price by transfer of shares or upon satisfaction of any withholding amount.

The foregoing summary is qualified in its entirety by reference to the full text of the FIS Plan, which is incorporated herein by reference to Exhibit 10.84 to the Annual Report on Form 10-K of Fidelity National Financial, Inc., filed March 16, 2005.

Option Grants

On February 1, 2006, the registrant granted options under the Amended and Restated Plan to each of Lee A. Kennedy, its President and Chief Executive Officer, and Jeffrey S. Carbiener, its Executive Vice President and Chief Financial Officer, in accordance with the terms of their employment agreements, which were previously filed as Exhibits 10.2 and 10.3, respectively, to the registrant's Current Report on Form 8-K filed September 16, 2005. The options were granted pursuant to the terms of option agreements, the forms of which are filed as Exhibits 99.10 and 99.11 to this report.

Amendments to Change in Control Letter Agreements

Prior to the Merger, the Compensation Committee approved amendments to the registrant's change in control letter agreements with executives to ensure that such letter agreements and the benefits payable under such agreements comply with Section 409A of the Internal Revenue Code of 1986, as amended. In general, these amendments specified payment dates with respect to all benefits payable under the agreements, and, with respect to many benefits, provided for a lump sum payments within five business days following termination of employment rather than reimbursement of expenses over a period of years. With respect to payments for retiree medical coverage, each executive made a payment election which specified, to the extent applicable, whether the executive would be entitled to a single lump sum payment at the time of termination of employment or installment payments for the remainder of the executive's life. The amendments were set forth in a letter, the form of which is filed as Exhibit 99.36 to this report.

ITEM 1.02 TERMINATION OF A MATERIAL DEFINITIVE AGREEMENT

Revolving Credit Agreement

In conjunction with the closing of the Merger, and upon entering into the interim term loan with SunTrust Bank described under the caption "Interim Term Loan" in Item 1.01 above, the registrant terminated its revolving credit facility with certain lenders for which SunTrust Bank served as Administrative Agent, which facility was provided for under that certain Revolving Credit Agreement, dated as of September 3, 2003, among the registrant, the lenders from time to time party thereto, SunTrust Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, N.A., as Documentation Agent, previously filed as Exhibit 10.34 to the registrant's Registration Statement on Form S-4 filed September 26, 2003.

Annual Incentive Plan

In conjunction with the closing of the Merger, the registrant terminated its Annual Incentive Plan, which provided for the payment of annual cash incentives to officers and other employees based on the achievement of specified performance objectives. The registrant's Annual Incentive Plan was previously filed as Exhibit 10.46 to the registrant's Current Report on Form 8-K filed February 10, 2005.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

On February 1, 2006, the registrant consummated a business combination (the "Merger") with Former FIS pursuant to the Merger Agreement. As a result, among other things:

- Former FIS merged into Merger Sub, which was the survivor of the merger, and each outstanding share of Former FIS common stock was converted into the right to receive 0.6396 shares of common stock of the registrant.

- The Former FIS Stockholders, including its then-majority stockholder Fidelity National Financial, Inc. ("FNF"), now own approximately 67.4% of the registrant's outstanding common stock. FNF itself now owns approximately 50.7% of the registrant's outstanding common stock, taking into account shares acquired in the Merger and 1 million shares previously owned.

- The registrant declared a special cash dividend of $3.75 per share, or a total of approximately $236.4 million, payable to its shareholders of record on the close of business on the day prior to the day on which the Merger was consummated.

- The registrant changed its name from "Certegy, Inc." to "Fidelity National Information Services, Inc.".

- The registrant changed its New York Stock Exchange trading symbol from "CEY" to "FIS".

- The board of directors of the registrant was reconstituted so that a majority of the board now consists of directors designated by the Former FIS Stockholders. See Item 5.01 of this report.

Although in legal form the registrant acquired Former FIS, the Former FIS Stockholders now hold a majority of the shares of the registrant's outstanding common stock. Accordingly, for accounting and financial reporting purposes, the Merger will be treated as a reverse acquisition of Certegy Inc. by Former FIS under the purchase method of accounting pursuant to U.S. generally accepted accounting principles.

More detailed descriptions of the Merger and the Merger Agreement are set forth in the registrant's definitive proxy statement filed with the SEC in connection with the Merger on December 22, 2005. The foregoing summary of the Merger Agreement is qualified in its entirety by reference to the text of the Merger Agreement, which was filed as Exhibit 2.1 to the registrant's Report on Form 8-K filed September 16, 2005.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

The information provided in Item 1.01 of this report under the captions "Agreements Entered into at Closing of Merger—Interim Term Loan" and "—Joinder to Former FIS's Credit Facility" is incorporated into this Item 2.03 by this reference.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

As described in Item 2.01, the registrant issued 127,919,995 shares of its common stock to the Former FIS Stockholders in the Merger. These shares were not registered under the Securities Act, but instead were issued in reliance on Section 4(2) of the Securities Act of 1933, as amended, and Regulation D promulgated thereunder, as a sale by the registrant not involving a public offering. No underwriters were involved with the issuance of these shares.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT

Issuance of Common Stock

As a result of the Merger, FNF and the other Former FIS Stockholders owned (after taking into account 1 million shares of the registrant's common stock previously owned by FNF) approximately 67.4% of the registrant's total outstanding shares, with FNF owning approximately 50.7%, in each case immediately following the Merger.

Board of Directors

Also as of the effective time of the Merger, and pursuant to a Shareholders Agreement entered into in conjunction with the Merger Agreement, the authorized number of directors constituting the registrant's board of directors was increased from 8 to 10. The members

continue to be divided into three classes, as provided in the registrant's articles of incorporation. One member of the new board is the Chief Executive Officer of the registrant, Lee A. Kennedy, who previously served as Chairman of the board of directors and Chief Executive Officer of the registrant. Three additional members of the new board were designated by the registrant's prior board of directors from among their members, four members of the new board were designated by FNF, and the remaining two directors were designated by Former FIS Stockholders other than FNF as indicated below.

The new board is constituted as follows:

Class II Directors—Term Expiring 2006

- Phillip B. Lassiter, designated by the registrant's prior board of directors, who remains on the board;

- William P. Foley, II (the Chairman and Chief Executive Officer of FNF), who also serves as Chairman of the registrant's board of directors, and Daniel D. (Ron) Lane, each designated by FNF; and

- Thomas M. Hagerty, designated by Thomas H. Lee Parallel Fund V, L.P., a Former FIS Stockholder through its ownership in THL FNIS Holdings, LLC.

Class III Directors—Term Expiring 2007

- Keith W. Hughes, designated by the registrant's prior board of directors, who remains on the board;

- Terry N. Christensen, designated by FNF; and
- the Chief Executive Officer of the registrant, Lee A. Kennedy (the registrant's prior Chairman and Chief Executive Officer).

Class I Directors—Term Expiring 2008

- David K. Hunt, designated by the registrant's prior board of directors, who remains on the board;
- Cary H. Thompson, designated by FNF; and
- Marshall Haines, designated by TPG Partners IV, L.P., a Former FIS Stockholder through its ownership in TPG FNIS Holdings, LLC.

Additional information concerning the board of directors and management of the registrant following the Merger, including certain biographical information regarding the newly-designated members of the board, is provided in the registrant's definitive proxy statement filed with the SEC in connection with the Merger on December 22, 2005. Additional information concerning the Shareholders Agreement was reported under the caption "The Shareholders Agreement" in Item 1.01 of the registrant's Report on Form 8-K filed September 16, 2005.

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS

As described under the caption "Board of Directors" in Item 5.01 of this report, which information is incorporated into this Item 5.02 by this reference, as of the effective time of the Merger, the size of the registrant's board of directors was increased, and the membership of the board was reconstituted. In connection therewith, the following directors of the registrant resigned on February 1, 2006: Richard N. Child, Kathy Brittain White, and Kenneth A. Guenther.

Also in connection therewith, the registrant's board of directors reconstituted the membership of its Audit, Compensation and Governance/Nominating Committees as follows:

- Audit Committee – Phillip B. Lassiter, Keith W. Hughes, and David K. Hunt
- Compensation Committee – Daniel D. (Ron) Lane, Thomas M. Hagerty, and Cary H. Thompson
- Governance/Nominating Committee – Thomas M. Hagerty, Terry N. Christensen, and Keith W. Hughes

Additionally, in connection with the Merger, on February 1, 2006, the employment of each of Larry J. Towe, the registrant's President and Chief Operating Officer, and Michael T. Vollkommer, the registrant's Executive Vice President and Chief Financial Officer, was terminated. In their place, the registrant appointed Lee A. Kennedy as its President and Chief Executive Officer, and Jeffrey S. Carbiener as its Executive Vice President and Chief Financial Officer, effective February 1, 2006. Certain biographical information concerning Messrs. Kennedy and Carbiener is set forth below.

Lee A. Kennedy, a director and the registrant's President and Chief Executive Officer, served as a director and the registrant's Chief Executive Officer from March 2001 to February 2006, and served as the registrant's Chairman from his appointment to this position in February 2002 until February 2006. Mr. Kennedy served as President and Chief Operating Officer and a director of Equifax Inc. from June 1999 until the registrant's spin-off from Equifax on June 29, 2001, and returned to the Board of Directors of Equifax in May 2004. From June 1997 to June 1999, Mr. Kennedy served as Executive Vice President and Group Executive of Equifax. From July 1995 to July 1997 he served as President of Equifax Payment Services, a division of Equifax.

Jeffrey S. Carbiener, the registrant's Executive Vice President and Chief Financial Officer, served as the registrant's Executive Vice President and Group Executive—Check Services from June 2001 until February 2006. Mr. Carbiener previously served as Senior Vice President, Equifax Check Solutions, a unit of Equifax Inc., from February 1998 until June 2001. Prior to that, he held various other positions with Equifax business units since 1991.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

In connection with the Merger, the registrant's Articles of Incorporation were amended to change the name of the registrant from "Certegy Inc." to "Fidelity National Information Services, Inc."; to increase the number of shares of common stock authorized for issuance by 300 million shares, to an aggregate of 600 million authorized shares of common stock; and to increase the number of shares of preferred stock authorized for issuance by 100 million shares, to an aggregate of 200 million authorized shares of preferred stock. The Amended and Restated Articles of Incorporation of the registrant are filed as Exhibit 3.1 to this report.

ITEM 8.01 OTHER EVENTS

Prior to the Merger described under Item 2.01 of this report, Former FIS and its subsidiaries were party to various "intercompany agreements" with Fidelity National Financial, Inc. ("FNF"), which owned 75% of Former FIS, Fidelity National Title Group, Inc. ("FNT"), which is a majority-owned subsidiary of FNF, and/or FNF's and FNT's respective affiliates. On February 1, 2006, in connection with the closing of the Merger, many of the intercompany agreements were amended and restated. Some of the original intercompany agreements were not changed as a result of the Merger. The amended and restated intercompany agreements are based substantially on the versions of the intercompany agreements that were originally executed in

March 2005. Many of those original agreements were substituted in September 2005 with agreements that reflected FNF's assignment of certain rights and obligations under the original agreements to its subsidiary FNT.

The primary reasons for amending and restating the intercompany agreements were to remove the rights of certain Former FIS Stockholders to approve changes in the agreements (approval of amendments will instead be left to the discretion of the contracting parties) and to revise the provisions that would have triggered a right by FNF or its affiliates to terminate the agreements as a result of the Merger. Additional changes to these agreements have been made in order to reflect the effect of the Merger on the registrant's overall corporate structure post-Merger. Another reason for amending the intercompany agreements was to ensure that the rights and obligations covered by the intercompany agreements before the Merger would be properly allocated among the post-Merger entities.

The amended and restated agreements are filed as Exhibits 99.12 through 99.32 to this report. The following summaries are qualified in their entirety by reference to the text of such exhibits. The agreements described herein do not constitute all of the intercompany agreements between the registrant or its subsidiaries and FNF, FNT or their respective affiliates. Additional intercompany agreements that are not being amended and restated in connection with the Merger are described under the caption "Certain Relationships and Related Transactions with FNF and FNT" in the registrant's definitive proxy statement filed with the SEC in connection with the Merger on December 22, 2005.

Arrangements with FNT

Amended and Restated Corporate Services Agreements

The registrant is a party to an Amended and Restated Corporate Services Agreement with FNT under which FNT provides corporate and other support services to the registrant. This agreement governs the provision by FNT to the registrant of certain corporate support services, which may include:

- accounting (including statutory accounting services);
- corporate, legal, and related services;
- purchasing and procurement services;
- travel services; and
- other general administrative and management services.

As of the effective time of the Merger, the registrant and FNT also amended and restated their Reverse Corporate Services Agreement under which the registrant provides FNT with access to legal services, human resources and employee benefits administration, and access to services with respect to a mainframe computer system. This agreement has been revised to reflect the parties' agreement that the mainframe computer services provided by the registrant will be phased out within one year of the effective date of the Merger, and to reflect the understanding of the parties that the registrant will not be obligated to provide FNT with legal services if doing so would pose a conflict of interest for the registrant (a similar provision is also included in the Corporate Services Agreement).

Provision of Services and Allocation of Costs

Under the corporate services agreements, the providing party renders services under the oversight, supervision, and approval of the receiving party. The receiving party has the right to purchase goods or services and realize other benefits and rights under the providing party's agreements with third-party vendors to the extent allowed by those vendor agreements, during the term of the agreements.

Pricing and Payment Terms

The pricing for the services provided by the registrant to FNT, and by FNT to the registrant, under the corporate services agreements is on a cost-only basis, with each party in effect reimbursing the other for costs and expenses incurred in providing these corporate services to the other party. Under the Amended and Restated Corporate Services Agreement, FNT's costs and expenses are determined and reimbursed by the registrant as follows: (1) all out-of-pocket expenses and costs incurred by FNT on the registrant's behalf are fully reimbursed, and (2) all of FNT's staff and employee costs and expenses associated with performing services under this agreement, including compensation paid to FNT's employees performing these corporate services as well as general overhead associated with these employees and their functions, are allocated based on the percentage of time that FNT's employees spend on providing corporate

---

services to the registrant under this agreement. The registrant's costs and expenses incurred in providing corporate services to FNT are similarly determined and reimbursed. The costs and expenses under the corporate services agreements are invoiced by each party to the other on a monthly basis in arrears, and payments are expected to be made in cash within thirty days after invoicing.

Duration and Effect of Termination

The corporate services agreements continue in effect as to each service covered by the agreements until the party receiving the services notifies the other party, in accordance with the terms and conditions set forth in the agreements and subject to certain limitations, that the service is no longer requested. However, the corporate services agreements will terminate after six months from a change of control of the registrant (which specifically excludes the Merger). In addition, services to be provided to any subsidiary will terminate on the date that the entity ceases to be a subsidiary of the party receiving the services. Under the corporate services agreements, if the party providing the services receives notice that the party receiving services would like to terminate

a particular service, and the providing party believes in good faith that, notwithstanding its reasonable commercial efforts, the termination will have a material adverse impact on the other services being provided, then the party providing services can dispute the termination, with the dispute being resolved through the dispute resolution generally applicable to the agreement. Further, in the event that the party receiving the services is unable to complete its transition efforts prior to the termination date established for any particular corporate service, the party receiving the services can extend the termination date for up to thirty additional days.

Amended and Restated Starters Repository and Back Plant Access Agreements

The registrant is a party to an Amended and Restated Starters Repository Agreement and an Amended and Restated Back Plant Access Agreement with FNT whereby certain subsidiaries of the registrant have access and use certain title records owned by FNT's title company subsidiaries. The subsidiaries of the registrant covered by these agreements are granted access to (1) the database of previously issued title policies and title policy information (the "starters repository"), and (2) certain other physical title records and information (the "back plant"), and are permitted to use the retrieved information solely in connection with the issuance of title insurance products that the registrant offers as part of its business. The starters repository consists of title records and information used in previously issued title insurance policies. The back plant consists of physical, paper title records that are generally only used in the event that the electronically-stored title information is corrupted or otherwise unavailable or incomplete. Thus, the back plant access is infrequent and has been made available to the registrant and its subsidiaries so as to ensure access to needed title information only in the event the electronic databases fail. The registrant's subsidiaries that are covered by these agreements may create proprietary means of technical access to the starters repository, but this does not apply to the back plant since the back plant consists of physical documents and records that cannot be accessed electronically. FNT's applicable title company subsidiaries retain ownership of the starters repository, the back plant, and all related programs, databases, and materials.

The registrant pays fees to FNT for the access to the starters repository and the back plant and reimburses FNT's subsidiaries for payment of certain taxes and government charges. The fees payable under the Amended and Restated Starters Repository Agreement were based on the parties' evaluation of the market price for access and successful retrievals from starters repository/databases, the anticipated volume of successful retrievals from the starters repository database, and the geographic scope of the available starters repository database. Due to the infrequent nature of the access to the back plant and its limited usefulness, there are no fees payable under the Amended and Restated Back Plant Access Agreement, other than reimbursement of costs incurred by FNT in allowing the registrant and its subsidiaries to access the back plant. These costs include reproduction, transport of paper records and files, and fees to local land recording offices and search services. The registrant indemnifies FNT for third party claims arising from any errors or omissions in the starters repository and the back plant or the provision of access under the agreements. In addition, the registrant is responsible for costs incurred as a result of unauthorized access to the database and records. With regard to dispute resolution, if either the registrant or FNT institutes an action against the other party for breach, such other party has the option, within thirty days of the notice of such action, to institute an arbitration proceeding and stay the other action.

Duration and Termination

These agreements, each as amended and restated, are effective for a ten-year period commencing on the effective date of the Merger, with automatic renewal, and may be terminated by mutual agreement of the parties or upon five years' prior written notice given after the fifth anniversary of the effective date of the agreement, except in the case of a default in performance, in which case the agreement may be terminated immediately if the default is not cured within thirty days after notice (with provisions that permit an extension of the thirty-day cure period under certain circumstances). In addition, each of these agreements may be terminated in the event of a change of control of either the registrant or FNT (which specifically excludes the Merger).

Amended and Restated License and Services Agreement

The registrant is a party to an Amended and Restated License and Services Agreement with FNT dated as of the effective date of the Merger. Under this agreement, FNT conducts business on behalf of the registrant's subsidiaries that operate as title agents in certain limited jurisdictions in which the subsidiaries otherwise lack ready access to title plants, and pays to the registrant's subsidiaries the associated revenues, with the subsidiaries bearing the related costs. This arrangement was originally entered into by FNF when Former FIS was established and the title agency businesses, which then operated as divisions of FNT's title insurers, were transferred to Former FIS. FNT licenses from the registrant the use of certain proprietary business processes and related documentation in certain geographic areas. In addition, under this agreement, the registrant provides FNT with oversight and advice in connection with the implementation of these business processes, including responsibility by the registrant for maintaining the computer hardware, software systems, telephone and communication equipment as well as sales support services. In exchange for these business processes and documentation and oversight and advisory services, FNT pays fees to the registrant equal to the aggregate earnings generated

---

through or as a result of these proprietary business processes and documentation. Fees are billed monthly based on presentation of an invoice schedule showing the revenues generated during the prior month. The registrant retains ownership of the proprietary business processes and documentation and is responsible for defending any claims brought by third parties against FNT for infringement based upon the business processes licensed to the registrant under the Amended and Restated License and Services Agreement. FNT is responsible for defending any claims brought by third parties against the registrant for infringement based upon any services FNT undertakes that relate to this agreement but are outside the agreement's permitted scope. The registrant and FNT each agree to indemnify each other for property damage arising out of any negligence, breach of statutory duty, omission or default in performing their respective obligations under the Amended and Restated License and Services Agreement. With regard to dispute resolution, the agreement includes procedures by which the parties can attempt to resolve disputes amicably, but if those disputes cannot be resolved timely, then arbitration proceedings can be instituted.

Duration and Termination

Subject to certain early termination provisions, the Amended and Restated License and Services Agreement continues in effect until either (1) the registrant acquires its own direct access to title plants in the relevant geographic area or (2) FNT builds or otherwise acquires title plants for the relevant geographic area and provide access thereto to the registrant on terms acceptable to the registrant. The Amended and Restated License and Services Agreement may also be terminated as to all or a portion of the relevant geographic area by mutual agreement of the parties or upon five years' prior written notice given after the fifth anniversary of the effective date of the agreement, except in the case of a default in performance, in which case the agreement may

be terminated immediately if the default is not cured within thirty days after notice (with provisions that permit an extension of the thirty-day cure period under certain circumstances). The Amended and Restated License and Services Agreement may also be terminated in the event of a change of control of either the registrant or FNT (which specifically excludes the Merger).

Amended and Restated Lease Agreement

The registrant is a party to an Amended and Restated Lease Agreement, dated as of the effective date of the Merger, pursuant to which a subsidiary of the registrant leases certain portions of the registrant's Jacksonville, Florida headquarters corporate campus to FNT. This agreement was originally entered into in March 2005 between FNF and Former FIS. This lease arrangement continues until December 31, 2007. The lease terms are believed to be commensurate with those found in the local real estate market.

Pricing and Payment Terms

Under the lease, FNT pays base rent for the space that it leases, initially approximately 484,586 rentable square feet, at an annual rate of $23.05 per rentable square foot, in equal monthly installments paid in advance on the first day of each calendar month. If FNT fails to pay timely, a default rate applies. In addition to paying base rent, for each calendar year, FNT is

obligated to pay registrant, as additional rent, FNT's share of the landlord's reasonable estimate of operating expenses for the entire facility that are in excess of the operating expenses (subject to certain exclusions) applicable to the 2004 base year. FNT is also liable to the landlord for its entire cost of providing any services or materials exclusively to FNT. The registrant does not anticipate FNT will request any exclusive services from the landlord, in its capacity as landlord, during calendar years 2006 or 2007.

In the lease, the parties acknowledge that during the term of the lease, there will be reallocations of office space among the registrant (including its landlord subsidiary), FNT and certain other entities that are affiliates of FNF, including one or more reallocations during calendar year 2006. The lease provides that the rentable square footage that FNT leases may, by mutual agreement, increase or decrease from time to time during the term of the lease. In that event, the parties will memorialize the changes in the rentable square footage and the monthly base rent, which will be re-calculated based on the rentable square foot leased to FNT as a percentage of the total rentable square foot of office space available at the Jacksonville corporate campus.

The amount allocated by registrant to FNT for office space costs at the registrant Jacksonville, Florida headquarters building for the portion of the buildings utilized by FNT and FNT's subsidiaries during 2004 was $2.8 million. During 2005, there were some changes in the allocations of rentable square footage as among the registrant, FNT and FNF, and it is anticipated that additional changes in the allocations of rentable square footage will take place during 2006.

Amended and Restated Master Information Technology Services Agreement

The registrant is a party to an Amended and Restated Master Information Technology Services Agreement with FNT, dated as of the effective date of the Merger, pursuant to which the registrant and the registrant's subsidiaries provide various services to FNT and FNT's affiliates, which services are substantially similar in nature to the services that Former FIS has historically provided to subsidiaries of FNT and to FNF, such as IT infrastructure support, data center management, and software sales. Under this agreement, FNT has designated certain services as high priority critical services required for FNT's business. These include: managed operations, network, email/messaging, network routing, technology center infrastructure, active directory and domains, systems perimeter security, data security, disaster recovery, and business continuity. The registrant has agreed to use reasonable best efforts to provide these core services without interruption throughout the term of the Amended and Restated Master Information Technology Services Agreement, except for scheduled maintenance.

Terms of Provision

The Amended and Restated Master Information Technology Services Agreement sets forth the specific services to be provided and provides for statements of work and amendment as necessary. The registrant may provide the services itself or through one or more subcontractors that are approved by FNT, but it is fully responsible for compliance by each subcontractor with the terms of the agreement.

The Amended and Restated Master Information Technology Services Agreement includes, as part of the agreement, various base services agreements, each of which includes a specific description of the service to be performed as well as the terms, conditions, responsibilities, and delivery schedules that apply to a particular service. Any new terms, conditions, responsibilities, and delivery schedules that may be agreed to by the parties during the term of the agreement will be added as part of one of the base services agreements or the Amended and Restated Master Information Technology Services Agreement itself. FNT is also able to request services that are not specified in the agreement. These additional services are provided on terms proposed by FNT to the registrant and, if the registrant and FNT agree on the terms, a new statement of work or amendment will be executed. In addition, if requested by FNT, the registrant will continue to provide, for an appropriate fee, services to FNT that are not specifically included in the Amended and Restated Master Information Technology Services Agreement if those services were provided to FNT by the registrant or the registrant's subcontractors in the past.

The agreement provides for specified levels of service for each of the services to be provided, including any additional services that the registrant agrees to perform pursuant to amendments to the agreement or additional statements of work. If the registrant fails to provide service in accordance with the applicable service levels, then the registrant is required to correct its failure as promptly as possible (and in any event, within five days of the failure recognition) at no cost to FNT. The registrant is also required to use reasonable efforts to continuously improve the quality and efficiency of its performance. If either the registrant or FNT find that the level of service for any particular service is inappropriate, ineffective or irrelevant, then the parties may review the service level and, upon agreement, adjust the level of service accordingly. FNT will be permitted to audit the registrant's operations, procedures, policies and service levels as they apply to the services under the agreement. In addition, at least every year during the term of the agreement, the registrant will conduct a customer satisfaction survey.

The registrant may provide the services under the Amended and Restated Master Information Technology Services Agreement from one or more of its technology centers or other data centers that it designates within the United States. The registrant must also maintain and enforce safety and security procedures that are at least equal to industry standards and are as rigorous as those in effect on the effective date of the agreement. The agreement contains provisions regarding privacy and confidentiality and requires each of the parties to use at least the same standard of care in the protection of confidential information of the other party as it uses in the protection of its own confidential or proprietary information, but in no event less than a reasonable level of protection.

Pricing and Payment Terms

Under the Amended and Restated Master Information Technology Services Agreement, FNT is obligated to pay the registrant for the services that FNT and FNT's affiliates utilize, calculated under a specific and comprehensive pricing schedule negotiated on an arms-length basis. Although the pricing includes some minimum usage charges, most of the service charges are based on volume and actual usage, specifically related to the particular service and support

provided by the registrant and the complexity of the technical analysis and technology support provided by the registrant.

Duration and Effect of Termination

The Amended and Restated Master Information Technology Services Agreement is effective for a term of five years unless earlier terminated in accordance with its terms. FNT has the right to renew the agreement for a single one-year period or a single two-year period, by providing a written notice of its intent to renew at least six months prior to the expiration date. Upon receipt of a renewal notice, the parties will begin discussions regarding the terms and conditions that will apply for the renewal period, and if the parties have not reached agreement on the terms by the time the renewal period commences, then the agreement will be renewed for only one year on the terms as in effect at the expiration of the initial term. FNT may also terminate the Amended and Restated Master Information Technology Services Agreement or any particular statement of work or base services agreement on six months' prior written notice. In addition, if either party fails to perform its obligations under the agreement, the other party may terminate after the expiration of certain cure periods. FNT may also terminate the agreement if there is a change in the ownership or control of the registrant whereby a direct competitor of FNT owns or controls the registrant (excluding changes resulting from the Merger), as more fully defined by the terms of the Amended and Restated Master Information Technology Services Agreement.

Amended and Restated SoftPro Software License Agreement

A subsidiary of the registrant is a party to an Amended and Restated Software License Agreement pursuant to which FNT licenses, for the benefit of FNT's title insurance subsidiaries, the use of certain proprietary software, related documentation, and object code for a package of software programs and products known as "SoftPro."

The SoftPro software is a related series of software programs and products that have historically been used, and continue to be used, in various locations by a number of FNT's title insurance subsidiaries, including CTI, Fidelity National Title Insurance Company, and Ticor Title Insurance Company. In addition to the use license, under this agreement, upon the occurrence of certain events, such as the bankruptcy of the registrant's subsidiary, a breach of a material covenant, or the subsidiary's notification to FNT that it has ceased to provide maintenance or support for SoftPro, then subject to certain conditions, FNT will also receive the SoftPro source code for purposes of integration, maintenance, modification and enhancement. FNT will also receive the SoftPro source code if the registrant's subsidiary fails to fulfill FNT's requests for development or integration services or FNT cannot reach agreement on the commercial terms for that development. The registrant's subsidiary receives fees from FNT for the use of the SoftPro software based on the number of workstations and the actual number of SoftPro software programs and products used in each location. Fees are billed monthly based on presentation of an invoice. During the term of the agreement, the registrant's subsidiary retains ownership of SoftPro and is responsible for defending any claims brought by third parties against FNT for infringement based upon the software. The registrant's subsidiary and FNT each agree to indemnify each other for property damage arising out of any negligence, breach of statutory

duty, omission or default in performing their respective obligations under the Amended and Restated Software License Agreement. With regard to dispute resolution, the agreement includes procedures by which the parties can attempt to resolve disputes amicably, but if those disputes cannot be resolved timely, then arbitration proceedings can be instituted.

While the SoftPro Amended and Restated Software License Agreement is perpetual, FNT can terminate the license on not less than 90 days' prior notice. In addition, if FNT discloses any of the SoftPro software, or a material part of the documentation related thereto, to a competitor of the registrant, then if FNT fails to discontinue the unauthorized disclosure after a 30-day cure period, SoftPro may terminate the license as to the portion of the SoftPro software that FNT so disclosed on 30 days' notice. In that event, the registrant would also retain the right to pursue other remedies, including claims for damages, for the unauthorized disclosure.

Additional Amended and Restated Software License Agreements

A subsidiary of the registrant is a party to three amended and restated software license agreements with a subsidiary of FNT with respect to three software programs known as OTS/OTS GOLD, SIMON, and TEAM, which are owned by FNT. The OTS/OTS GOLD software is an application used in order tracking. The SIMON software is used in title and escrow production. The TEAM software is also used in the title business.

Under these license agreements, the FNT subsidiary grants the registrant's subsidiary a worldwide, non-exclusive, perpetual and irrevocable right to use the licensed software and certain bundled third party software in return for the licensee's payment of fees specified on exhibits to the amended and restated license agreements. The license agreements stipulate certain circumstances under which the licensee is granted access to the source code to the licensed software.

The FNT subsidiary may terminate the licenses if the licensee discloses the software to a competitor of FNT and a subsidiary of the licensee ceases being able to used the licensed software if it is no longer a subsidiary of the licensee.

Amended and Restated Cross Conveyance and Software Development and Property Allocation Agreements

A subsidiary of the registrant is a party to an Amended and Restated Cross Conveyance and Joint Ownership Agreement, dated as of the effective date of the Merger, with an FNT subsidiary whereby the parties have conveyed their respective interests in certain proprietary software, known as "eLender," so that both parties are the joint owners of the software. Under the agreement each party conveys an undivided half interest in the eLender software to the other party. This agreement also sets forth the terms and conditions under which they will have joint ownership of the eLender software.

A subsidiary of the registrant is also a party to an Amended and Restated Software Development Agreement and Property Allocation Agreement with an FNT subsidiary whereby the parties have agreed to further develop the jointly owned eLender software. Each party owns an undivided one-half interest in the developed software. This agreement expires on

December 31, 2006, but may be extended by the FNT subsidiary for additional 1-year increments beginning January 1, 2007 (with 90 days prior written notice). This agreement may be terminated by mutual agreement or in the event of a breach that remains uncured for more than 30 days (subject to extension in certain circumstances).

One of the registrant's subsidiaries is a party to a joint software development and ownership agreement with an FNT subsidiary whereby the registrant's subsidiary provides development services for proprietary software, known as "Titlepoint," to be used in connection with the title plants owned by FNT's title insurance subsidiaries. Pursuant to this agreement, FNT's subsidiary pays fees and expenses to the registrant's subsidiary for development services per FNT's specifications. Upon delivery by the registrant's subsidiary of software that meets acceptance criteria, both parties will jointly own the developed software. This agreement expires forty-five days after acceptance of the agreed upon software releases, but may be terminated prior to that time by mutual agreement or in the event of a breach that remains uncured for more than 30 days (subject to extension in certain circumstances).

Agreements Relating to Real Estate Title Information

Subsidiaries of the registrant are party to several amended and restated agreements with FNT that relate to the maintenance or management of FNT's title plants and the use of those title plants. These agreements are described below.

Amended and Restated Master Title Plant Access Agreement

A subsidiary of the registrant is a party to an Amended and Restated Master Title Plant Access Agreement, dated as of the effective date of the Merger, with an FNT subsidiary which sets for the terms under which the registrant's subsidiary will provide access to the title plants that it manages on behalf of various owners to FNT's subsidiary in exchange for an access fee and exclusivity arrangement from FNT's subsidiary. For access, FNT's subsidiary pays the registrant's subsidiary an access fee on a plant-by-plant basis that is generally consistent with current intercompany charges for such access.

The agreement has an indefinite term but may be terminated by mutual agreement of the parties, by one party upon the occurrence of an uncured material breach of the agreement by the other party or the bankruptcy of the other party or upon a change of control of the other party (with change of control events not including the Merger). In addition, either party may terminate the agreement upon five years prior written notice given after the fifth anniversary of the effective date of the agreement.

The registrant's subsidiary accepts no liability under the master title plant access agreement for any errors in the title plant information. FNT's subsidiary is required to indemnify the registrant's subsidiary from claims brought by any of the customers of FNT's subsidiary arising out of errors in title plant data furnished pursuant to this agreement.

Amended and Restated Title Plant Master Services Agreement

A subsidiary of the registrant entered into an Amended and Restated Title Plant Master Services Agreement with a subsidiary of FNT on the effective date of the Merger under which the registrant's subsidiary provides FNT's subsidiary certain title plant services related to title plant construction in California, Oregon and Washington. The registrant's subsidiary also agrees to perform certain other services requested by the Chairman of FNF and FNT's subsidiary.

The term of the agreement continues until there is no longer any work to be performed under the agreement. The agreement may be terminated sooner if the parties mutually agree to do so or by one party to the agreement if the other party materially breaches the agreement and does not cure the breach during a stipulated cure period.

Assignment, Assumption and Novation Agreement

In order to assume the rights and obligations of Former FIS under certain agreements that were previously entered into by FNT, the registrant entered into an assignment, assumption and novation agreement with Former FIS with respect the corporate services agreement and the reverse corporate services agreement. FNT and its relevant subsidiaries have consented to this assignment and assumption arrangement and entered into a novation of each of these agreements with the registrant. The consideration for the assumption by the registrant of the obligations under the novated corporate services agreements is the assumption and assignment to the registrant of all rights and interests under these agreements and no other consideration will be paid under the assignment, assumption and novation agreement.

Arrangements with FNF

FNF Corporate Services Agreement

As of the effective date of the Merger, the registrant entered into a separate Corporate Services Agreement with FNF, pursuant to which FNF has agreed to provide the registrant with corporate and other support services. These services include:

- senior management services, including the time and attention of its chief executive officer, chief financial officer, and other senior officers;
- corporate accounting services;
- corporate finance and mergers and acquisitions services;
- corporate legal and other related services, including SEC and regulatory reporting, investor relations and communications services;
- internal auditing services;
- treasury, cash management, and related services;
- tax services;
- risk management and corporate insurance services; and

- other general administrative and management services.

The terms and provisions of the FNF Corporate Services Agreement are generally similar to those in the amended and restated corporate services and reverse corporate services agreements between the registrant and FNT, except for the services provided by FNF.

Amended and Restated Employee Matters Agreement

The Amended and Restated Employee Matters Agreement provides for certain employees of the registrant to participate in various employee benefit plans and programs sponsored by FNF. Specifically, employees of Former FIS, and certain FIS employees who are hired after the effective date of the Merger, will be eligible (subject to generally applicable plan limitations and eligibility conditions) to participate in FNF's 401(k) plan, non-qualified deferred compensation plan, employee stock purchase plan, and its health, dental, disability, and other welfare benefit plans until the registrant establishes its own plans. The agreement requires that the registrant establish such plans and programs no later than December 31, 2006.

The agreement requires FNF to provide at least 30 days prior written notice to the registrant of any termination or material amendment of the FNF-sponsored plans and precludes FNF from amending the plans in a manner that materially changes the benefits provided to the registrant's employees or the cost of such benefits, without the consent of the registrant. The agreement gives the registrant the right to terminate the participation of registrant in the FNF-sponsored plans at any time in its discretion upon reasonable notice to FNF. Also, the agreement contains dispute resolution provisions comparable to those in the Amended and Restated Corporate Services Agreement.

Under the Amended and Restated Employee Matters Agreement, as long as the employees of the registrant participate in FNF's plans, the registrant will be required to contribute to the plans the cost of its employees' participation in such plans. Such costs will include, for example, payment of 401(k) matching contributions for the registrant's employees and payment of the employer portion of the cost of health, dental, disability and other welfare benefits provided to the registrant's employees.

The contributions the registrant will be required to make to FNF's plans under the Amended and Restated Employee Matters Agreement depends on factors that cannot be predicted with certainty at this point, such as the level of employee participation and the costs of providing health, dental and other benefits.

To the extent the employees of Former FIS hold FNF stock-based incentives, such as FNF stock options or restricted stock, related accounting charges under SFAS 123 or SFAS 123R will be allocated to the registrant by treating any such accounting charges that are recognized by FNF as FNF contributions to the capital of the registrant.

Tax Matters Agreement Amendment

The Tax Matters Agreement provides for the allocation and payment of taxes for periods during which Former FIS and FNF were included in the same consolidated group for federal

income tax purposes or the same consolidated, combined, or unitary returns for state tax purposes, and various related matters. Under the agreement, Former FIS and FNF are limited in their ability to amend returns if the amendment would result in an increase of the tax liability of either party.

In connection with the Merger, the parties have agreed to amend the Tax Matters Agreement for purposes of clarifying that FNF will indemnify the registrant and its subsidiaries (including Former FIS) against liability for any taxes allocable to FNF, FNT or any of their respective subsidiaries (other than the registrant or any of its subsidiaries) under the Tax Matters Agreement.

Each corporation that is a member of a consolidated group during any portion of the group's tax year is severally liable for the federal income tax liability of the group for that year. As a result, the registrant could be liable in the event federal tax liability allocated to FNF is incurred but not paid by FNF

or any other member of FNF's consolidated group for years the registrant was part of the FNF consolidated group. In this event, the registrant would be entitled to indemnification by FNF.

Amended and Restated Intellectual Property Cross License Agreement

Historically, Former FIS and its subsidiaries were permitted, as subsidiaries of FNF, to utilize various trademarks, copyrights, trade secrets and know-how, patents, and other intellectual property owned by FNF and its other subsidiaries. Likewise, FNF and its other subsidiaries were permitted to utilize various trademarks, copyrights, trade secrets and know-how, patents and other intellectual property owned by Former FIS and its subsidiaries but used by them in the conduct of their business. The cross licenses between the two groups of companies have been preserved in this Agreement.

This agreement governs the respective responsibilities and obligations between the registrant and FNF with respect to the applicable intellectual property. The intellectual property licensed by FNF to the registrant will include the use of the name "Fidelity National" and the logo widely used by the registrant and its subsidiaries.

Terms of the Cross License

The intellectual property licensed by or to the registrant, and by or to FNF, relates to a variety of aspects of the lines of business in which the registrant and FNF and their respective subsidiaries are engaged. With respect to each item of intellectual property licensed, the party that owned the intellectual property originally continues to own the item, but has granted a broad license for use of the intellectual property item to the other party without giving up any ownership rights. Subject to certain limitations and early termination events (limited to bankruptcy, insolvency, and the like), the licenses are perpetual, irrevocable, and non-terminable. In addition, as to each item of intellectual property, the license to any subsidiary terminates on the date that the entity ceases to be a subsidiary of the party receiving the benefit of the license. The licenses are also non-exclusive and allow the licensing party to fully utilize its intellectual property, including the granting of licenses to third parties.

Pricing and Payment Terms.

Given the nature of the intellectual property to be licensed and the historical relationship between the parties, the registrant and FNF determined that the licenses to each party should be royalty-free with the consideration for each party's license of its intellectual property being the receipt of a license of the other's intellectual property. As a result, no payments will be made to the registrant or received by the registrant under the intellectual property cross license agreement.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial statements of businesses acquired

The following historical audited financial statements and related notes of Fidelity National Information Services, Inc., a Delaware corporation, and its subsidiaries and affiliates, together with the report thereon signed by KPMG LLP, are filed as Exhibit 99.33 to this report:

- Report of Independent Registered Public Accounting Firm
- Combined Balance Sheets as of December 31, 2004 and 2003;
- Combined Statements of Earnings for the years ended December 31, 2004, 2003 and 2002;
- Combined Statements of Equity and Comprehensive Earnings for the years ended December 31, 2004, 2003 and 2002;
- Combined Statements of Cash Flows for the years ended December 31, 2004, 2003 and 2002; and
- Notes to the Combined Financial Statements.

The following historical unaudited financial statements and related notes of Fidelity National Information Services, Inc., a Delaware corporation, and its subsidiaries and affiliates, are filed as Exhibit 99.34 to this report:

- Unaudited Condensed Consolidated and Combined Balance Sheets as of September 30, 2005 and December 31, 2004;
- Unaudited Condensed Consolidated and Combined Statements of Earnings for the Nine Months Ended September 30, 2005 and 2004;
- Unaudited Condensed Consolidated and Combined Statements of Cash Flows for the Nine Months Ended September 30, 2005 and 2004;
- Notes to the Unaudited Condensed Consolidated and Combined Financial Statements;

(b) Pro forma financial information

The following unaudited pro forma combined financial data of Certegy Inc., a Georgia corporation, and Fidelity National Information Services, Inc., a Delaware corporation, is filed as Exhibit 99.35 to this report:

- Unaudited Pro Forma Combined Balance Sheet as of September 30, 2005;
- Unaudited Pro Forma Combined Statement of Continuing Operations for the Nine Months Ended September 30, 2005; and
- Unaudited Pro Forma Combined Statement of Continuing Operations for the Year Ended December 31, 2004.

(d) Exhibits.

Exhibit Number	Description
2.1	Agreement and Plan of Merger among Certegy Inc., C Co Merger Sub, LLC and Fidelity National Information Services, Inc. dated as of September 14, 2005 (incorporated by reference to Exhibit 2.1 to the registrant's Current Report on Form 8-K, filed September 16, 2005)
3.1	Amended and Restated Articles of Incorporation of Fidelity National Information Services, Inc.
3.2	Amended and Restated Bylaws of Fidelity National Information Services, Inc.
23.1	Consent of Independent Registered Public Accounting Firm (KPMG LLP)
99.1	Registration Rights Agreement, dated as of February 1, 2006, among Fidelity National Information Services, Inc., f/k/a Certegy Inc., and the securityholders named therein
99.2	Term Loan Agreement, dated as of January 31, 2006, by and between Certegy Inc., as Borrower, and SunTrust Bank, as Administrative Agent and Lender
99.3	Term Loan Note, dated as of January 31, 2006, issued by Certegy Inc. to and for the benefit of SunTrust Bank
99.4	Credit Agreement, dated as of March 9, 2005, among Fidelity National Information Solutions, Inc., Fidelity National Tax Service, Inc., Fidelity National Information Services, Inc., and various financial institutions (the "FIS Credit Agreement") (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Fidelity National Financial, Inc., filed March 15, 2005)
99.5	Amendment No. 1 and Addendum, dated as of September 26, 2005 and effective as of February 1, 2006, to the FIS Credit Agreement

Exhibit Number	Description
99.6	Joinder Agreement, dated as of February 1, 2006, by and between Fidelity National Information Services, Inc. and Bank of America, N.A., under the FIS Credit Agreement
99.7	Subsidiary Guaranty Supplement, dated as of February 1, 2006, by Certegy Card Services, Inc. Certegy Check Services, Inc., Certegy E-Banking Services, Inc., Certegy First Bankcard Systems, Inc., Certegy Payment Services, Certegy Payment Recovery Services, Inc., Certegy Transaction Services, Inc., Crittson Financial Corporation, GameCash Inc., Game Financial Corporation, and Game Financial Corporation of Wisconsin, under the FIS Credit Agreement
99.8	Amended and Restated Certegy Inc. Stock Incentive Plan
99.9	Fidelity National Information Services, Inc. 2005 Stock Incentive Plan (incorporated by reference to Exhibit 10.84 to the Annual Report on Form 10-K of Fidelity National Financial, Inc., filed March 16, 2005)
99.10	Form of Option Agreement between Fidelity National Information Services, Inc. and Lee A. Kennedy
99.11	Form of Option Agreement between Fidelity National Information Services, Inc. and Jeffrey S. Carbiener
99.12	Amended and Restated Corporate Services Agreement, dated as of February 1, 2006, between Fidelity National Title Group, Inc. and Fidelity National Information Services, Inc.
99.13	Amended and Restated Reverse Corporate Services Agreement, dated as of February 1, 2006, between Fidelity National Title Group, Inc. and Fidelity National Information Services, Inc.
99.14	Amended and Restated Starters Repository Access Agreement, dated as of February 1, 2006, among Fidelity National Title Group, Inc. and Fidelity National Information Services, LLC
99.15	Amended and Restated Back Plant Repository Access Agreement, dated as of February 1, 2006, between Fidelity National Title Group, Inc. and Fidelity National Information Services, LLC
99.16	Amended and Restated License and Services Agreement, dated as of February 1, 2006, between Fidelity National Title Group, Inc. and Fidelity National Information Services, LLC
99.17	Amended and Restated Lease Agreement, dated as of February 1, 2006, between Fidelity Information Services, Inc. and Fidelity National Title Group, Inc.

Exhibit Number	Description
99.18	Amended and Restated Master Information Technology Services Agreement, dated as of February 1, 2006, between Fidelity National Title Group, Inc. and Fidelity Information Services, Inc.
99.19	Amended and Restated SoftPro Software License Agreement, dated as of February 1, 2006, between Fidelity National Information Solutions, Inc. and Fidelity National Title Group, Inc.
99.20	Amended and Restated OTS and OTS Gold Software License Agreement, dated as of February 1, 2006, between Rocky Mountain Support Services, Inc. and Fidelity National Tax Service, Inc.
99.21	Amended and Restated SIMON Software License Agreement, dated as of February 1, 2006, between Rocky Mountain Support Services, Inc. and Fidelity National Tax Service, Inc.
99.22	Amended and Restated TEAM Software License Agreement, dated as of February 1, 2006, between Rocky Mountain Support Services, Inc. and Fidelity National Tax Service, Inc.
99.23	Amended and Restated Cross Conveyance and Joint Ownership Agreement dated February 1, 2006 between LSI Title Company and Rocky Mountain Support Services, Inc.
99.24	Amended and Restated eLender Solutions Software Development and Property Allocation Agreement dated as of February 1, 2006 between Rocky Mountain Support Services, Inc. and LSI Title Company.
99.25	Amended and Restated Titlepoint Software Development and Property Allocation Agreement, dated as of February 1, 2006, between Rocky Mountain Support Services, Inc. and Property Insight, LLC
99.26	Amended and Restated Master Title Plant Access Agreement, dated as of February 1, 2006, between Rocky Mountain Support Services, Inc. and Property Insight, LLC
99.27	Amended and Restated Title Plant Master Services Agreement, dated as of February 1, 2006, between Rocky Mountain Support Services, Inc. and Property Insight, LLC
99.28	Assignment, Assumption and Novation Agreement dated as of February 1, 2006 between Fidelity National Information Services, LLC and Fidelity National Information Services, Inc.
99.29	FNF Corporate Services Agreement dated as of February 1, 2006 between Fidelity National Financial, Inc. and Fidelity National Information Services, Inc.

Exhibit Number	Description
99.30	Amended and Restated Employee Matters Agreement dated as of February 1, 2006 among Fidelity National Financial, Inc., Fidelity National Information Services, Inc., and Fidelity National Information Services, LLC
99.31	First Amendment to the Tax Matters Agreement dated as of February 1, 2006 between Fidelity National Financial, Inc., Fidelity National Information Services, LLC
99.32	Amended and Restated Intellectual Property Cross License Agreement, dated as of February 1, 2006, between Fidelity National Financial, Inc. and Fidelity National Information Services, Inc.
99.33	Audited Financial Statements of Fidelity National Information Services, Inc., a Delaware corporation, and its subsidiaries and affiliates
99.34	Unaudited Financial Statements of Fidelity National Information Services, Inc., a Delaware corporation, and its subsidiaries and affiliates
99.35	Unaudited Pro Forma Combined Financial Data of Certegy Inc., a Georgia corporation, and Fidelity National Information Services, Inc., a Delaware corporation
99.36	Form of Amendment to Change in Control Letter Agreements

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FIDELITY NATIONAL INFORMATION

SERVICES, INC.

Date: February 6, 2006

By: /s/ Jeffrey S. Carbiener
Jeffrey S. Carbiener
Executive Vice President and Chief Financial Officer

ARTICLES OF RESTATEMENT TO
ARTICLES OF INCORPORATION
OF
CERTEGY INC.

CERTEGY INC., a corporation organized and existing under the laws of the State of Georgia, hereby certifies as follows:

1. The name of the corporation is Certegy Inc.

2. Pursuant to Section 14-2-1007 of the Georgia Business Corporation Code, these Articles of Restatement amend and restate the Articles of Incorporation of Certegy Inc., as heretofore restated and amended. These Articles of Restatement contain amendments to the Articles of Incorporation requiring shareholder approval (the "Amendments"). The Amendments were duly approved by the shareholders of Certegy Inc. in accordance with the provisions of Section 14-2-1003 of the Georgia Business Corporation Code on January 26, 2006.

3. The Articles of Incorporation of Certegy Inc. as heretofore restated, amended or supplemented are hereby further amended and restated to read in their entirety as follows:

"AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FIDELITY NATIONAL INFORMATION SERVICES, INC.

ARTICLE I

The name of the Corporation is Fidelity National Information Services, Inc.

ARTICLE II

The Corporation shall have authority to issue Eight Hundred Million (800,000,000) shares, of which Six Hundred Million (600,000,000) shall be designated "Common Stock" and have a par value of $.01 per share and Two Hundred Million (200,000,000) shares shall be designated "Preferred Stock" and have a par value of $.01 per share. Shares that are reacquired by the Corporation shall be classified as treasury shares unless the terms of such shares provide to the contrary or unless retired and canceled in the discretion of the Board of Directors. Any reacquired shares that are retired and canceled shall constitute authorized but unissued shares unless the terms of such shares provide to the contrary. Any treasury shares may be resold or otherwise reissued in the discretion of the Board of Directors, subject to the provisions of these Amended and Restated Articles of Incorporation. The voting powers, preferences, designations, rights, qualifications, limitations and restrictions of or on each class and series of the shares of the Corporation shall be as follows:

COMMON STOCK

Subject to all of the rights of the Preferred Stock as expressly provided herein, by law or by the Board of Directors pursuant to this Article II, the Common Stock of the Corporation shall

---

possess all such rights and privileges as are afforded to capital stock by applicable law in the absence of any express grant of rights or privileges provided for herein, including, but not limited to, the following rights and privileges:

(a) Dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends;

(b) The holders of Common Stock shall have the right to vote for the election of directors and on all other matters requiring shareholder action, each share being entitled to one vote; and

(c) Upon the voluntary or involuntary dissolution of the Corporation, the net assets of the Corporation available for distribution shall be distributed pro rata to the holders of the Common Stock in accordance with the number of shares of Common Stock held by them.

PREFERRED STOCK

The Preferred Stock may be issued from time to time by the Board of Directors as shares of one or more series. The number of shares of each series of Preferred Stock, and the voting powers, designations, preferences, rights, qualifications, limitations and restrictions of or on such shares shall be as fixed and determined by the Board of Directors prior to the issuance of any such shares, in the manner provided by law. The authority of the Board of Directors with respect to each series of the Preferred Stock shall include, without limiting the generality of the foregoing, the establishment of any or all of the voting powers, preferences, designations, rights, qualifications, limitations and restrictions described in Section 14-2-601(d) of the Georgia Business Corporation Code and any others determined by the Board of Directors, any of which may be different from or the same as those of any other class or series of the Corporation's shares.

The Board of Directors is expressly authorized at any time to adopt resolutions providing for the issuance of, or providing for a change in the number of, shares of any particular series of Preferred Stock and at any time and from time to time to file articles of amendment which are effective without shareholder action to increase or decrease the number of shares included in any series of Preferred Stock (but not to decrease the number of shares in any series below the number of shares then issued), to eliminate the series where no shares are issued, or to set or change in any one or more respects the voting powers, preferences, designations, rights, qualifications, limitations or restrictions relating to the shares of the series, except as otherwise provided by law or in the articles of amendment establishing any such series.

ARTICLE III

Except as otherwise provided in these Amended and Restated Articles of Incorporation or pursuant to the terms of any authorized series of Preferred Stock or by action of the Board of Directors pursuant to the Georgia Business Corporation Code, the vote required for shareholder action on all matters shall be the minimum vote required by the Georgia Business Corporation Code.

ARTICLE IV

(a) The business and affairs of the Corporation shall be managed by, or under the direction of, a Board of Directors comprised as follows:

1. The number of directors shall be not less than five, nor more than fifteen, and shall be fixed within such range by the Board of Directors.

2. The directors shall be divided into three classes, designated as Class I, Class II, and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. Each initial director in Class I shall hold office for a term that expires at the first annual meeting of shareholders after his election; each initial director in Class II shall hold office for a term that expires at the second annual meeting of shareholders after his election; and each initial director in Class III shall hold office for a term that expires at the third annual meeting of shareholders after his election. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting of shareholders shall be elected for a three-year term. If the number of directors has changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible. Any additional director of any class elected by the shareholders to the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall coincide with the remaining term of that class. Any additional director of any class elected by the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall expire at the next annual meeting of shareholders, and, if such newly-created directorship is to be continued, a nominee therefor shall be submitted to the shareholders for their vote. In no case shall a decrease in the number of directors for a class shorten the term of an incumbent director. A director shall hold office until the annual meeting of shareholders for the year in which such director's term expires and until his or her successor shall be elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

3. Any vacancy on the Board of Directors that results from an increase in the number of directors or from prior death, resignation, retirement, disqualification or removal from office of a director shall be filled by a majority of the Board of Directors then in office, though less than a quorum, or by the sole remaining director. Any director elected to fill a vacancy resulting from prior death, resignation, retirement, disqualification or removal from office of a director, shall have the same remaining term as that of his or her predecessor.

(b) Except as may be prohibited by law or by these Amended and Restated Articles of Incorporation, the Board of Directors shall have the right to make, alter, amend, change, add to, or repeal the bylaws of the Corporation, and have the right (which, to the extent exercised, shall be exclusive) to establish the rights, powers, duties, rules and procedures that from time to time shall govern the Board of Directors and its members, including without limitation, the vote required for any action by the Board of Directors, and that from time to time shall affect the directors' powers to manage the business and affairs of the Corporation. No bylaw shall be adopted by shareholders that shall impair or impede the implementation of the foregoing.

(c) Notwithstanding any other provisions of these Amended and Restated Articles of Incorporation or the bylaws of the Corporation (and notwithstanding the fact that a lesser percentage for separate class vote for certain actions may be permitted by law, by these Amended and Restated Articles of Incorporation or by the bylaws of the Corporation), the affirmative vote of the holders of not less than two-thirds (2/3) of the votes entitled to be cast by the holders of all of the outstanding shares of the Corporation then entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal this Article IV or to adopt any provision of these Amended and Restated Articles of Incorporation or the bylaws of the Corporation inconsistent with this Article IV. The holder of each share of the Corporation entitled to vote thereon shall be entitled to cast the same number of votes as the holder of such shares is entitled to cast generally in the election of each director. This Article IV (c) shall not apply, and such two-thirds (2/3) vote shall not be required, with respect to any amendment or repeal of any provision of this Article IV or the adoption of any such inconsistent provision, if such amendment, repeal or adoption is recommended by a majority of the Board of Directors.

(d) The invalidity or unenforceability of this Article IV, or any portion hereof, or of any action taken pursuant to this Article IV shall not affect the validity or enforceability of any other provision of these Amended and Restated Articles of Incorporation, any action taken pursuant to such other provision, or any action taken pursuant to this Article IV.

ARTICLE V

(a) No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or any failure to take action, as a director, except for: (1) any appropriation of any business opportunity of the Corporation in violation of the director's duties; (2) acts or omissions which involve intentional misconduct or a knowing violation of law; (3) the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code; or (4) any transaction from which the director received an improper personal benefit.

(b) Any repeal or modification of the provisions of this Article V by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification. If the Georgia Business Corporation Code is amended, after this Article V becomes effective, to authorize corporate action further eliminating or limiting the liability of directors, then, without further corporate action, the liability of a director of the Corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

ARTICLE VI

The Corporation shall indemnify its officers and directors to the fullest extent permitted under the Georgia Business Corporation Code. Such indemnification shall not be deemed exclusive of any additional indemnification that the Board of Directors may deem advisable or of any rights to which

those indemnified may otherwise be entitled. The Board of Directors of the Corporation may determine from time-to-time whether and to what extent to maintain insurance providing indemnification for officers and directors and such insurance need not be limited to the

---

Corporation's power of indemnification under the Georgia Business Corporation Code. Any repeal or modification of the provisions of this Article VI by the shareholders of the Corporation shall be prospective only and shall not adversely affect any right to indemnification of a director or officer of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

ARTICLE VII

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the Corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the Corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the Corporation and its subsidiaries, the communities in which offices or other establishments of the Corporation are located, and all other factors such directors consider pertinent; provided, however, that this Article VII shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE VIII

References herein to the Georgia Business Corporation Code shall be deemed to include any amendments to such Code hereinafter enacted. In the event that any of the provisions of these Amended and Restated Articles of Incorporation (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law."

4. These Articles of Restatement shall become effective at 12:15 a.m., Eastern Time, on February 1, 2006.

****

[Signatures appear on following page]

IN WITNESS WHEREOF, Certegy Inc. has caused these Articles of Restatement to Articles of Incorporation to be executed by the undersigned duly authorized officer on January 31st, 2006.

CERTEGY INC.

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

CERTEGY INC. ARTICLES OF RESTATEMENT SIGNATURE PAGE

Exhibit 3.2

AMENDED AND RESTATED
BYLAWS

OF

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(a Georgia corporation)

Effective as of February 1, 2006

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(a Georgia corporation)

AMENDED AND RESTATED
BYLAWS

CONTENTS

ARTICLE ONE MEETINGS OF THE SHAREHOLDERS 1

Section 1.1 Annual Meeting 1
Section 1.2 Special Meetings 1
Section 1.3 Notice of Meetings 1
Section 1.4 Voting Groups 1
Section 1.5 Quorum 1
Section 1.6 Vote Required for Action 2
Section 1.7 Adjournments 2
Section 1.8 Presiding Officer 2
Section 1.9 Voting of Shares 2
Section 1.10 Proxies 2
Section 1.11 Record Date 2
Section 1.12 Shareholder Proposals and Nominations 3

ARTICLE TWO BOARD OF DIRECTORS 5

Section 2.1 General 5
Section 2.2 Number of Directors and Term of Office 5
Section 2.3 Election of Directors 6
Section 2.4 Vacancies 6
Section 2.5 Regular Meetings 6
Section 2.6 Special Meetings 6
Section 2.7 Notice of Meetings 6
Section 2.8 Quorum; Adjournments 6
Section 2.9 Vote Required for Action 6
Section 2.10 Action by Directors Without a Meeting 6
Section 2.11 Compensation of Directors 7

ARTICLE THREE ELECTIONS OF OFFICERS AND COMMITTEES 7

Section 3.1 Election of Officers 7
Section 3.2 Committees 7

ARTICLE FOUR OFFICERS 7

Section 4.1 Officers 7
Section 4.2 Chairman of the Board 7
Section 4.3 Vice Chairman of the Board 8
Section 4.4 Chief Executive Officer 8
Section 4.5 President 8
Section 4.6 Chief Operating Officer 8

Section 4.7 Executive Vice Presidents 8
Section 4.8 Vice Presidents 9
Section 4.9 Treasurer 9
Section 4.10 Secretary 9
Section 4.11 Voting of Stock 9

ARTICLE FIVE INDEMNIFICATION 10

Section 5.1 Definitions 10
Section 5.2 Basic Indemnification Arrangement 11
Section 5.3 Advances for Expenses 11
Section 5.4 Court-Ordered Indemnification and Advances for Expenses 12
Section 5.5 Determination of Reasonableness of Expenses 12
Section 5.6 Indemnification of Employees and Agents 13
Section 5.7 Liability Insurance 13
Section 5.8 Witness Fees 13
Section 5.9 Report to Shareholders 13
Section 5.10 No Duplication of Payments 13
Section 5.11 Subrogation 13
Section 5.12 Contract Rights 13
Section 5.13 Amendments 14

ARTICLE SIX CAPITAL STOCK 14

Section 6.1 Direct Registration of Shares 14
Section 6.2 Certificates for Shares 14
Section 6.3 Transfer of Shares 14
Section 6.4 Duty of Company to Register Transfer 15
Section 6.5 Lost, Stolen or Destroyed Certificates 15
Section 6.6 Authorization to Issue Shares and Regulations Regarding Transfer and Registration 15

ARTICLE SEVEN DISTRIBUTIONS AND DIVIDENDS 15

Section 7.1 Authorization or Declaration 15
Section 7.2 Record Date with Regard to Distributions and Share Dividends 15

ARTICLE EIGHT MISCELLANEOUS 16

Section 8.1 Corporate Seal 16
Section 8.2 Inspection of Books and Records 16
Section 8.3 Conflict with Articles of Incorporation or Code 16
Section 8.4 Severability 16

ARTICLE NINE AMENDMENTS 16

Section 9.1 Amendments 16

ARTICLE TEN FAIR PRICE REQUIREMENTS 17

Section 10.1 Fair Price Requirements 17

ARTICLE ELEVEN BUSINESS COMBINATIONS 17

Section 11.1 Business Combinations 17

AMENDED AND RESTATED BYLAWS
OF
FIDELITY NATIONAL INFORMATION SERVICES, INC.

ARTICLE ONE
MEETINGS OF THE SHAREHOLDERS

Section 1.1 Annual Meeting. The annual meeting of the Shareholders of the Company (the “Annual Meeting”) shall be held during the first five months after the end of each fiscal year of the Company at such time and place, within or without the State of Georgia, as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting.

Section 1.2 Special Meetings. Special meetings of the Shareholders may be held at the principal office of the Company in the State of Georgia or at such other place, within or without the State of Georgia, as may be named in the call therefor. Such special meetings may be called by the Chairman of

the Board of Directors, the Vice Chairman, the Chief Executive Officer, the President, the Board of Directors by vote at a meeting, a majority of the Directors in writing without a meeting, or by unanimous call of the Shareholders.

Section 1.3 Notice of Meetings. Unless waived in accordance with the Georgia Business Corporation Code as amended from time to time (the "Code"), a notice of each meeting of Shareholders stating the date, time and place of the meeting shall be given not less than 10 days nor more than 60 days before the date thereof to each Shareholder entitled to vote at that meeting. In the case of an Annual Meeting, the notice need not state the purpose or purposes of the meeting unless the Articles of Incorporation or the Code requires the purpose or purposes to be stated in the notice of the meeting. Any irregularity in such notice shall not affect the validity of the Annual Meeting or any action taken at such meeting. In the case of a special meeting of the Shareholders, the notice of meeting shall state the purpose or purposes for which the meeting is called, and only business within the purpose or purposes described in such notice may be conducted at the meeting.

Section 1.4 Voting Groups. "Voting group" as used in these Bylaws means all shares of one or more classes or series that are entitled to vote and be counted together collectively on a matter at a meeting of Shareholders. All shares entitled to vote generally on the matter are for that purpose a single voting group.

Section 1.5 Quorum. With respect to shares entitled to vote as a separate voting group on a matter at a meeting of Shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the Articles of Incorporation or the Code provides otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to Section 1.11 of these Bylaws.

Section 1.6 Vote Required for Action. If a quorum exists, action on a matter (other than the election of Directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, provisions of these Bylaws validly adopted by the Shareholders, or the Code requires a greater number of affirmative votes. If the Articles of Incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately.

Section 1.7 Adjournments. Whether or not a quorum is present to organize a meeting, any meeting of Shareholders (including an adjourned meeting) may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met.

Section 1.8 Presiding Officer. The Chairman of the Board shall call the meeting of the Shareholders to order and shall act as chairman of such meeting. In the absence of the Chairman of the Board, the meeting shall be called to order by any one of the following officers then present, in the following order: any Vice Chairman of the Board, the Chief Executive Officer, the President, the senior Executive Vice President, the next senior Executive Vice President, or any one of the Vice Presidents, who shall act as chairman of the meeting. The Secretary of the Company shall act as secretary of the meeting of the Shareholders. In the absence of the Secretary, at any meeting of the Shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 1.9 Voting of Shares. Unless the Articles of Incorporation or the Code provides otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of Shareholders.

Section 1.10 Proxies. A Shareholder entitled to vote pursuant to Section 1.9 may vote in person or by proxy pursuant to an appointment of proxy executed by the Shareholder either in writing or pursuant to an electronic or telephonic transmission, provided that the transmission contains or is accompanied by information from which it can be determined that the Shareholder authorized the transmission. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted for examination to the Secretary of the Company or to a proxy officer or committee appointed by the Board of Directors. The Secretary or, if appointed, the proxy officer or committee shall determine the validity or invalidity of any appointment of proxy submitted, and reference by the Secretary in the minutes of the meeting to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

Section 1.11 Record Date. For the purpose of determining Shareholders entitled to notice of a meeting of the Shareholders, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be

---

not more than 70 days prior to the date on which the particular action, requiring a determination of the Shareholders, is to be taken. A determination of the Shareholders entitled to notice of or to vote at a meeting of the Shareholders is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the 70th day preceding the date on which the particular action, requiring a determination of the Shareholders, is to be taken shall be the record date for that purpose.

Section 1.12 Shareholder Proposals and Nominations.

(a) No proposal for a Shareholder vote shall be submitted by a Shareholder (a "Shareholder Proposal") to the Company's Shareholders unless the Shareholder submitting such proposal (the "Proponent") shall have filed a written notice setting forth with particularity (i) the names and business addresses of the Proponent and all natural persons, corporations, partnerships, trusts or any other type of legal entity or recognized ownership vehicle (collectively, a "Person") acting in concert with the Proponent; (ii) the name and address of the Proponent and the Persons identified in clause (i), as they appear on the Company's books (if they so appear); (iii) the class and number of shares of the Company beneficially owned by the Proponent and by each Person identified in clause (i); (iv) a description of the Shareholder Proposal containing all material information relating thereto; (v) for proposals sought to be included in the Company's proxy statement, any other

information required by Securities and Exchange Commission Rule 14a-8; and (vi) such other information as the Board of Directors reasonably determines is necessary or appropriate to enable the Board of Directors and Shareholders of the Company to consider the Shareholder Proposal. The presiding officer at any meeting of the Shareholders may determine that any Shareholder Proposal was not made in accordance with the procedures prescribed in these Bylaws or is otherwise not in accordance with law, and if it is so determined, such officer shall so declare at the meeting and the Shareholder Proposal shall be disregarded.

(b) Only persons who are selected and recommended by the Board of Directors or the committee of the Board of Directors designated to make nominations, or who are nominated by Shareholders in accordance with the procedures set forth in this Section 1.12, shall be eligible for election, or qualified to serve, as Directors. Nominations of individuals for election to the Board of Directors of the Company at any Annual Meeting or any special meeting of Shareholders at which Directors are to be elected may be made by any Shareholder of the Company entitled to vote for the election of Directors at that meeting by compliance with the procedures set forth in this Section 1.12. Nominations by Shareholders shall be made by written notice (a "Nomination Notice"), which shall set forth (i) as to each individual nominated, (A) the name, date of birth, business address and residence address of such individual; (B) the business experience during the past five years of such nominee, including his or her principal occupations and employment during such period, the name and

principal business of any corporation or other organization in which such occupations and employment were carried on, and such other information as to the nature of his or her responsibilities and level of professional competence as may be sufficient to permit assessment of such prior business experience; (C) whether the nominee is or has ever been at any time a director, officer or owner of five percent or more of any class of capital stock, partnership interests or other equity interest of any corporation, partnership or other entity; (D) any directorships held by such nominee in any company with a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act of 1940, as amended; (E) whether such nominee has ever been convicted in a criminal proceeding or has ever been subject to a judgment, order, finding or decree of any federal, state or other governmental entity, concerning any violation of federal, state or other law, or any proceeding in bankruptcy, which conviction, order, finding, decree or proceeding may be material to an evaluation of the ability or integrity of the nominee; and (F) all other information relating to such individual that is required to be disclosed in solicitations of proxies for election of Directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 as amended; and (ii) as to the Person submitting the Nomination Notice and any Person acting in concert with such Person, (X) the name and business address of such Person, (Y) the name and address of such Person as they appear on the Company's books (if they so appear), and (Z) the class and number of shares of the Company that are beneficially owned by such Person. A written consent to being named in a proxy statement as a nominee, and to serve as a Director if elected, signed by the nominee, shall be filed with any Nomination Notice, together with evidence satisfactory to the Company that such nominee has no interests that would limit his or her ability to fulfill his or her duties of office. If the presiding officer at any meeting of the Shareholders determines that a nomination was not made in accordance with the procedures prescribed by these Bylaws, such officer shall so declare to the meeting and the defective nomination shall be disregarded.

(c) If a Shareholder Proposal or Nomination Notice is to be submitted at an Annual Meeting of the Shareholders, it shall be delivered to and received by the Secretary of the Company at the principal executive office of the Company at least 120 days before the first anniversary of the date that the Company's proxy statement was released to Shareholders in connection with the previous year's Annual Meeting of Shareholders. However, if no Annual Meeting of the Shareholders was held in the previous year or if the date of the Annual Meeting of the Shareholders has been changed by more than 30 days from the date contemplated at the time of the previous year's proxy statement, the notice shall be delivered to and received by the Secretary at the principal executive offices of the Company not later than the last to occur of (i) the date that is 150 days prior to the date of the contemplated Annual Meeting or (ii) the date that is 10 days after the date of the first public announcement or other notification to the Shareholders of the date of the contemplated Annual Meeting. Subject to Section 1.3 as to

matters that may be acted upon at a special meeting of the Shareholders, if a Shareholder Proposal or Nomination Notice is to be submitted at a special meeting of the Shareholders, it shall be delivered to the Secretary of the Company at the principal executive office of the Company no later than the close of business on the earlier of (i) the 30th day following the public announcement that a matter will be submitted to a vote of the Shareholders at a special meeting, or (ii) the 10th day following the day on which notice of the special meeting was given. In addition, if a Shareholder intends to solicit proxies from the Shareholders of the Company for any meeting of the Shareholders, such Shareholder shall notify the Company of this intent in accordance with Securities and Exchange Commission Rule 14a-4.

ARTICLE TWO
BOARD OF DIRECTORS

Section 2.1 General. Subject to the Articles of Incorporation, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Directors. In addition to the powers and authority expressly conferred upon it by these Bylaws and the Articles of Incorporation, the Board of Directors may exercise all such lawful acts and things as are not by law, by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 2.2 Number of Directors and Term of Office. The number of Directors shall be not less than five, nor more than fifteen and shall be fixed within such range by the Board of Directors. The Directors shall be divided into three classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of Directors constituting the entire Board of Directors. Each initial Director in Class I shall hold office for a term that expires at the first Annual Meeting of the Shareholders after his election; each initial Director in Class II shall hold office for a term that expires at the second Annual Meeting of the Shareholders after his election; and each initial Director in Class III shall hold office for a term that expires at the third Annual Meeting of the Shareholders after his election. At each Annual Meeting of the Shareholders, successors to the class of Directors whose term expires at that Annual Meeting of the Shareholders shall be elected for a three-year term. If the number of Directors has changed, any

increase or decrease shall be apportioned among the classes so as to maintain the number of Directors in each class as nearly equal as possible. Any additional Director of any class elected by the Shareholders to the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall coincide with the remaining term of that class. Any additional Director of any class elected by the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall expire at the next Annual Meeting of the Shareholders, and, if such newly-created directorship is to be continued, a nominee therefor shall be submitted to the Shareholders for their vote. In no case shall a decrease in the number of Directors for a class shorten the term of an incumbent Director. A Director shall hold office until the Annual Meeting of the Shareholders for the year in which such Director's term expires and until his or her successor shall be elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

Section 2.3 Election of Directors. Unless otherwise provided in the Articles of Incorporation or the Code, Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting of Shareholders at which a quorum is present.

Section 2.4 Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of Directors or from prior death, resignation, retirement, disqualification or removal from office of a Director shall be filled by a majority of the Board of Directors then in office, though less than a quorum, or by the sole remaining Director. Any Director elected to fill a vacancy resulting from prior death, resignation, retirement, disqualification or removal from office of a director, shall have the same remaining term as that of his or her predecessor.

Section 2.5 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board of Directors may determine from time to time.

Section 2.6 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the direction of the Chairman of the Board or in his or her absence, any Vice Chairman, or by the Chief Executive Officer. Special meetings of the Board may also be called by one-third of the Directors then in office. Unless otherwise indicated in the notice thereof, any and all business of the Company may be transacted at any special meeting of the Board of Directors.

Section 2.7 Notice of Meetings. Unless waived in accordance with the Code, notice of each regular or special meeting of the Board of Directors, stating the date, time and place of the meeting, shall be given not less than two days before the date thereof to each Director.

Section 2.8 Quorum; Adjournments. Unless the Code, the Articles of Incorporation or these Bylaws provide for a different number, a majority of the Board of Directors shall constitute a quorum for the transaction of business. Whether or not a quorum is present to organize a meeting, any meeting of Directors (including a reconvened meeting) may be adjourned by a majority of the Directors present, to reconvene at a specific time and place. At any adjourned meeting, any business may be transacted that could have been transacted at the meeting prior to adjournment. If notice of the original meeting was properly given, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted if the date, time and place of the adjourned meeting are announced at the meeting prior to adjournment.

Section 2.9 Vote Required for Action. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Code, the Articles of Incorporation, or these Bylaws provide for the vote of a different number of Directors or of specific Directors.

Section 2.10 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any action that may be taken at a meeting of a committee of the Board of Directors may be taken without a meeting if the action is taken by all the members of the Board of Directors or of the committee, as the case may be. The action must be evidenced by one or more written consents describing the action taken, signed by each Director or each Director serving on the committee, as the case may be, and delivered to the Company for inclusion in the minutes or filing with the corporate records.

Section 2.11 Compensation of Directors. Directors who are salaried officers or employees of the Company shall receive no additional compensation for service as a Director or as a member of a committee of the Board of Directors. Each Director who is not a salaried officer or employee of the Company shall be compensated as determined by the Board of Directors. A Director may also serve the Company in a capacity other than that of Director or employee and receive compensation, as determined by the Board of Directors, for services rendered in any other capacity.

ARTICLE THREE
ELECTIONS OF OFFICERS AND COMMITTEES

Section 3.1 Election of Officers. At the April meeting of the Board of Directors in each year, or, if not done at that time, then at any subsequent meeting, the Board of Directors shall proceed to the election of executive officers of the Company.

Section 3.2 Committees. The Board of Directors is authorized and empowered to appoint from its own body or from the officers of the Company, or both, such other committees as it may think best, and may delegate to or confer upon such committees all or such part of its powers except as prohibited by the Code, and may prescribe the exercise thereof as it may deem proper.

ARTICLE FOUR
OFFICERS

Section 4.1 Officers; Term Limits. The officers of the Company, unless otherwise provided by the Board of Directors from time to time, shall consist of the following: a Chairman of the Board, a Chief Executive Officer, a President, a Chief Operating Officer, one or more Vice Presidents (one or more of whom may be designated Executive Vice President, one or more of whom may be designated Corporate Vice President and one or more of whom may be designated Senior Vice President), a Treasurer, and a Secretary, who shall be elected by the Board of Directors. The Board of Directors may from time to time elect a Vice Chairman of the Board. The Board of Directors, or any officer to whom the Board may delegate such authority, may also appoint

such other officers as it or they may see fit, and may prescribe their respective duties. All officers, however elected or appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed, with or without cause, by the appointing officer or any officer senior to the appointing officer. Any two or more of the offices may be filled by the same person. No person shall serve as Chairman of the Board and Chief Executive Officer (or either), beyond his or her 65th birthday.

Section 4.2 Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Shareholders and the Board of Directors. Except where by law the signature of the Chief Executive Officer or President is required, the Chairman of the Board shall have the same power as the Chief Executive Officer or President to sign all authorized certificates, contracts, bonds, deeds, mortgages, and other instruments. The Chairman of the Board shall have such other powers and duties as from time to time may be assigned by the Board of Directors.

Section 4.3 Vice Chairman of the Board. It shall be the duty of the Vice Chairman of the Board, in the absence of the Chairman of the Board, to preside at meetings of the Shareholders and the Board of Directors. The Vice Chairman shall do and perform all acts incident to the office of Vice Chairman, subject to the approval and direction of the Board of Directors.

Section 4.4 Chief Executive Officer. The Chief Executive Officer shall direct the business and policies of the Company and shall have such other powers and duties as from time to time may be assigned by the Board of Directors. In the event of a vacancy in the offices of Chairman and Vice Chairman of the Board or during the absence or disability of the Chairman and any Vice Chairman, the Chief Executive Officer shall have all of the rights, powers and authority given hereunder to the Chairman of the Board. The Chief Executive Officer, in the absence of the Chairman and any Vice Chairman of the Board, shall preside at meetings of the Shareholders and the Board of Directors. The Chief Executive Officer may sign all authorized certificates, contracts, bonds, deeds, mortgages and other instruments, except in cases in which the signing thereof shall have been expressly and exclusively delegated to some other officer or agent of the Company. In general, the Chief Executive Officer shall have the usual powers and duties incident to the office of a Chief Executive Officer of a corporation and such other powers and duties as from time to time may be assigned by the Board of Directors or a committee thereof.

Section 4.5 President. The President shall have general charge of the business of the Company subject to the specific direction and approval of the Board of Directors. If the Chairman or Vice Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, the President shall also serve as Chief Executive Officer of the Company if so designated by the Board of Directors. In the event of a vacancy in the office of Chief Executive Officer or during the absence or disability of the Chief Executive Officer, the President shall serve as Chief Executive Officer and shall have all of the rights, powers and authority given hereunder to the Chief Executive Officer. The President may sign all authorized certificates, contracts, bonds, deeds, mortgages and other instruments, except in cases in which the signing thereof shall have been expressly and exclusively delegated to some other officer or agent of the Company. In general, the President shall have the usual powers and duties incident to the office of a president of a corporation and such other powers and duties as from time to time may be assigned by the Board of Directors, a committee thereof, or the Chief Executive Officer.

Section 4.6 Chief Operating Officer. The Chief Operating Officer shall have responsibility for the day-to-day operations of the Company. The Chief Operating Officer may sign all authorized certificates, contracts, bonds, deeds, mortgages and other instruments, except in cases in which the signing thereof shall have been expressly and exclusively delegated to some other officer or agent of the Company. In general, the Chief Operating Officer shall have the usual powers and duties incident to the office of a Chief Operating Officer of a corporation and such other powers and duties as from time to time may be assigned by the Board of Directors, a committee thereof, the Chief Executive Officer or the President.

Section 4.7 Executive Vice Presidents. Each shall have authority, on behalf of the Company, to execute, approve, or accept agreements for service, bids, or other contracts, and shall sign such other instruments as each is authorized or directed to sign by the Board of

Directors or a committee thereof or by the Chief Executive Officer or the President. Each shall do and perform all acts incident to the office of the Executive Vice President of the Company or as may be directed by its Board of Directors or its committees or the Chief Executive Officer or the President.

Section 4.8 Vice Presidents. There shall be one or more Vice Presidents of the Company, as the Board of Directors may from time to time elect. Each Vice President shall have such power and perform such duties as may be assigned by or under the authority of the Board of Directors.

Section 4.9 Treasurer. The Treasurer shall be responsible for the custody of all funds and securities belonging to the Company and for the receipt, deposit or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors, its committees, the Chief Executive Officer, and the President upon request. The Treasurer shall perform all duties as may be assigned from time to time by or under the authority of the Board of Directors.

Section 4.10 Secretary. The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the Shareholders and of the Board of Directors and any committees thereof. The Secretary shall have authority to give all notices required by law or these Bylaws, and shall be responsible for the custody of the corporate books, records, contracts and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require the Secretary’s signature. The Secretary shall authenticate records of the Company and shall perform whatever additional duties and have whatever additional powers as may be assigned by or under the authority of the Board of Directors from time to time. In the absence or disability of the Secretary or at the direction of the Chief Executive Officer, the President or the Secretary, any Assistant Secretary may perform the duties and exercise the powers of the Secretary.

Section 4.11 Voting of Stock. Unless otherwise ordered by the Board of Directors, the Chairman of the Board, any Vice Chairman, the Chief Executive Officer, the President or any Executive Vice President of the Company shall have full power and authority in behalf of the Company to attend and to act and to vote at any meetings of shareholders of any corporation in which the Company may hold stock, and at such meetings may possess and shall exercise any and all rights and powers incident to the ownership of such stock exercisable at such meetings. The Board of Directors, by resolution from time to time, may confer like powers upon any other person or persons.

ARTICLE FIVE
INDEMNIFICATION

Section 5.1 Definitions. As used in this Article, the term:

(a) "Company" includes any domestic or foreign predecessor entity of the Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" or "Officer" means an individual who is or was a member of the Board of Directors or an officer elected by the Board of Directors, respectively, or who, while a member of the Board of Directors or an officer of the Company, is or was serving at the Company's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. An individual is considered to be serving an employee benefit plan at the Company's request if his or her duties to the Company also impose duties on, or otherwise involve services by, the individual to the plan or to participants in or beneficiaries of the plan. "Director" or "Officer" includes, unless the context otherwise requires, the estate or personal representative of a Director or Officer.

(c) "Disinterested Director" or "Disinterested Officer" means a Director or Officer, respectively, who at the time of an evaluation referred to in subsection 5.5(b) is not:

(1) A Party to the Proceeding; or

(2) An individual having a familial, financial, professional, or employment relationship with the person whose advance for Expenses is the subject of the decision being made with respect to the Proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's or Officer's judgment when voting on the decision being made.

(d) "Expenses" includes counsel fees.

(e) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), and reasonable Expenses incurred with respect to a Proceeding.

(f) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

(h) "Reviewing Party" shall mean the person or persons making the determination as to reasonableness of Expenses pursuant to Section 5.5 of this Article, and shall not include a court making any determination under this Article or otherwise.

Section 5.2 Basic Indemnification Arrangement.

(a) The Company shall indemnify an individual who is a Party to a Proceeding because he or she is or was a Director or Officer against Liability incurred in the Proceeding; provided, however, that the Company shall not indemnify a Director or Officer under this Article for any Liability incurred in a Proceeding in which the Director or Officer is adjudged liable to the Company or is subjected to injunctive relief in favor of the Company:

(1) For any appropriation, in violation of his or her duties, of any business opportunity of the Company;

(2) For acts or omissions which involve intentional misconduct or a knowing violation of law;

(3) For the types of liability set forth in Section 14-2-832 of the Code; or

(4) For any transaction from which he or she received an improper personal benefit.

(b) If any person is entitled under any provision of this Article to indemnification by the Company for some portion of Liability incurred, but not the total amount thereof, the Company shall indemnify such person for the portion of such Liability to which such person is entitled.

Section 5.3 Advances for Expenses.

(a) The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable Expenses incurred by a Director or Officer who is a Party to a Proceeding because he or she is a Director or Officer if he or she delivers to the Company:

(1) A written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in subsection 5.2(a) above; and

(2) His or her written undertaking (meeting the qualifications set forth below in subsection 5.3(b)) to repay any funds advanced if it is ultimately determined that he or she is not entitled to indemnification under this Article or the Code.

(b) The undertaking required by subsection 5.3(a)(2) above must be an unlimited general obligation of the proposed indemnitee but need not be secured and shall be accepted without reference to the financial ability of the proposed indemnitee to make repayment. If a Director or Officer seeks to enforce his or her rights to indemnification in a court pursuant to Section 5.4 below, such undertaking to repay shall not be applicable or enforceable unless and until there is a final court determination that he or she is not entitled to indemnification, as to which all rights of appeal have been exhausted or have expired.

Section 5.4 Court-Ordered Indemnification and Advances for Expenses. A Director or Officer who is a Party to a Proceeding shall have the rights to court-ordered indemnification and advances for expenses as provided in the Code.

Section 5.5 Determination of Reasonableness of Expenses.

(a) The Company acknowledges that indemnification of, and advance expenses to, a Director or Officer under Section 5.2 has been pre-authorized by the Company as permitted by Section 14-2-859(a) of the Code, and that pursuant to the authority exercised under Section 14-2-856 of the Code, no determination need be made for a specific Proceeding that such indemnification of or advances of expenses to the Director or Officer is permissible in the circumstances because he or she has met a particular standard of conduct. Nevertheless, except as set forth in subsection 5.5(b) below, evaluation as to reasonableness of Expenses of a Director or Officer for a specific Proceeding shall be made as follows:

(1) If there are two or more Disinterested Directors, by the Board of Directors of the Company by a majority vote of all Disinterested Directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more Disinterested Directors appointed by such a vote; or

(2) If there are fewer than two Disinterested Directors, by the Board of Directors (in which determination Directors who do not qualify as Disinterested Directors may participate); or

(3) By the Shareholders, but shares owned by or voted under the control of a Director or Officer who at the time does not qualify as a Disinterested Director or Disinterested Officer may not be voted on the determination.

(b) Notwithstanding the requirement under subsection 5.5(a) that the Reviewing Party evaluate the reasonableness of Expenses claimed by the proposed indemnitee, any Expenses claimed by the proposed indemnitee shall be deemed reasonable if the Reviewing Party fails to make the evaluation required by subsection 5.5(a) within sixty (60) days following the later of:

(1) The Company's receipt of the affirmative undertaking required by Section 5.3(a); or

(2) The Company's receipt of invoices for specific Expenses to be reimbursed or advanced.

Section 5.6 Indemnification of Employees and Agents. The Company may indemnify and advance Expenses under this Article to an employee or agent of the Company who is not a Director or Officer to the same extent and subject to the same conditions that a Georgia corporation could, without shareholder approval under Section 14-2-856 of the Code, indemnify and advance Expenses to a Director, or to any lesser extent (or greater extent if permitted by law) determined by the Board of Directors or Chief Executive Officer, in each case consistent with public policy.

Section 5.7 Liability Insurance. The Company may purchase and maintain insurance on behalf of an individual who is a Director, Officer, employee or agent of the Company or who, while a Director, Officer, employee or agent of the Company, serves at the Company's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity against Liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director, Officer, employee, or agent, whether or not the corporation would have power to indemnify or advance Expenses to him or her against the same Liability under this Article or the Code.

Section 5.8 Witness Fees. Nothing in this Article shall limit the Company's power to pay or reimburse Expenses incurred by a person in connection with his or her appearance as a witness in a Proceeding at a time when he or she is not a Party.

Section 5.9 Report to Shareholders. To the extent and in the manner required by the Code from time to time, if the Company indemnifies or advances Expenses to a Director or Officer in connection with a Proceeding by or in the right of the Company, the Company shall report the indemnification or advance to the Shareholders.

Section 5.10 No Duplication of Payments; Nonexclusive. The Company shall not be liable under this Article to make any payment to a person hereunder to the extent such person has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise payable hereunder. The rights of a Director or Officer hereunder shall be in addition to any other rights with respect to indemnification, advancement of expenses or otherwise that he or she may have under contract or the Code or otherwise.

Section 5.11 Subrogation. In the event of payment under this Article, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

Section 5.12 Contract Rights. The right to indemnification and advancement of Expenses conferred hereunder to Directors and Officers shall be a contract right and shall not be affected adversely to any Director or Officer by any amendment of these Bylaws with respect to any action or inaction occurring prior to such amendment; provided, however, that this provision

shall not confer upon any indemnitee or potential indemnitee (in his or her capacity as such) the right to consent or object to any subsequent amendment of these Bylaws.

Section 5.13 Amendments. It is the intent of the Company to indemnify and advance Expenses to its Directors and Officers to the full extent permitted by the Code, as amended from time to time. To the extent that the Code is hereafter amended to permit a Georgia business corporation to provide to its directors or officers greater rights to indemnification or advancement of Expenses than those specifically set forth hereinabove, this Article shall be deemed amended to require such greater indemnification or more liberal advancement of Expenses to the Company's Directors and Officers, in each case consistent with the Code as so amended from time to time. No amendment, modification or rescission of this Article, or any provision hereof, the effect of which would diminish the rights to indemnification or advancement of Expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

ARTICLE SIX
CAPITAL STOCK

Section 6.1 Direct Registration of Shares. The Company may, with the Board of Directors' approval, participate in a direct registration system approved by the Securities and Exchange Commission and by the New York Stock Exchange or any securities exchange on which the stock of the Company may from time to time be traded, whereby shares of capital stock of the Company may be registered in the holder's name in uncertificated, book-entry form on the books of the Company.

Section 6.2 Certificates for Shares. Except for shares represented in book-entry form under a direct registration system contemplated in Section 6.1, the interest of each Shareholder in the Company shall be evidenced by a certificate or certificates representing shares of the Company which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the Company and that it is organized under the laws of the State of Georgia, the name of the Shareholder, and the number and class of shares and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by the Chairman of the Board, the President or other Chief Executive Officer or a Vice President and also by the Secretary or may be signed with the facsimile signatures of the Chairman of the Board, the President or other Chief Executive Officer or a Vice President and of the Secretary, and in all cases a stock certificate signed in facsimile must also be countersigned by the transfer agent for the stock. The corporate seal need not be affixed.

Section 6.3 Transfer of Shares. The Board of Directors shall have authority to appoint a transfer agent and/or a registrar for the shares of its capital stock, and to empower them or either of them in such manner and to such extent as it may deem best, and to remove such agent or agents from time to time, and to appoint another agent or other agents. Transfers of shares shall be made upon the transfer books of the Company, kept at the office of the transfer agent designated to transfer the shares, only upon direction of the registered owner, or by an attorney lawfully constituted in writing. With respect to certificated shares, before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate

alleged to have been lost, stolen, or destroyed, the requirements of Section 6.5 of these Bylaws shall have been met. Transfer of shares shall be in accordance with such reasonable rules and regulations as may be made from time to time by the Board of Directors.

Section 6.4 Duty of Company to Register Transfer. Notwithstanding any of the provisions of Section 6.3 of these Bylaws, the Company is under a duty to register the transfer of its shares only if:

(a) the certificate or transfer instruction is endorsed by the appropriate person or persons; and

(b) reasonable assurance is given that the endorsement or affidavit is genuine and effective; and

(c) the Company either has no duty to inquire into adverse claims or has discharged that duty; and

(d) the requirements of any applicable law relating to the collection of taxes have been met; and

(e) the transfer in fact is rightful or is to a bona fide purchaser.

Section 6.5 Lost, Stolen or Destroyed Certificates. Any person claiming a share certificate to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Company and, if the Company requires, shall give the Company a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Company, as the Company may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Section 6.6 Authorization to Issue Shares and Regulations Regarding Transfer and Registration. The Board of Directors and any other committee of the Board of Directors so authorized by it shall have power and authority to issue shares of capital stock of the Company and to make all such rules and regulations as, respectively, they may deem expedient concerning the transfer and registration of shares of the capital stock of the Company.

ARTICLE SEVEN
DISTRIBUTIONS AND DIVIDENDS

Section 7.1 Authorization or Declaration. Unless the Articles of Incorporation provide otherwise, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

Section 7.2 Record Date with Regard to Distributions and Share Dividends. For the purpose of determining Shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the Company's shares) or a share dividend, the Board of Directors may fix a date as the record date. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

ARTICLE EIGHT
MISCELLANEOUS

Section 8.1 Corporate Seal. The corporate seal of the Company shall be in such form as the Board of Directors may from time to time determine. If at any time it is inconvenient to use the corporate seal of the Company, the signature or name of the Company followed by or used in conjunction with the words "Corporate Seal" or "Seal" or words of similar import shall be deemed the seal of the Company.

Section 8.2 Inspection of Books and Records. The Board of Directors shall have power to determine which accounts, books and records of the Company shall be opened to the inspection of Shareholders, except those as may by law specifically be made open to inspection, and shall have power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books and records which by law or by determination of the Board of Directors shall be open to inspection. Without the prior approval of the Board of Directors in its discretion, the right of inspection set forth in Section 14-2-1602(c) of the Code shall not be available to any Shareholder owning two percent or less of the shares outstanding.

Section 8.3 Conflict with Articles of Incorporation or Code. To the extent that any provision of these Bylaws conflicts with any provision of the Articles of Incorporation, such provision of the Articles of Incorporation shall govern. To the extent that any provision of these Bylaws conflicts with any non-discretionary provision of the Code, such provision of the Code shall govern.

Section 8.4 Severability. In the event that any of the provisions of these Bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of these Bylaws shall remain enforceable to the fullest extent permitted by law.

ARTICLE NINE
AMENDMENTS

Section 9.1 Amendments. Subject, in each case, to the Articles of Incorporation:

(a) the Board of Directors shall have power to alter, amend or repeal these Bylaws or adopt new Bylaws; and

(b) any Bylaws adopted by the Board of Directors may be altered, amended or repealed, and new Bylaws may be adopted, by the Shareholders, as provided by the Code; and

(c) Articles Ten and Eleven of these Bylaws shall be amended only in the manner provided by relevant provisions of the Code.

ARTICLE TEN
FAIR PRICE REQUIREMENTS

Section 10.1 Fair Price Requirements. All of the requirements of Article 11, Part 2, of the Code, included in Sections 14-2-1110 through 1113 (and any successor provisions thereto), shall be applicable to the Company in connection with any business combination, as defined therein, with any interested shareholder, as defined therein.

ARTICLE ELEVEN
BUSINESS COMBINATIONS

Section 11.1 Business Combinations. All of the requirements of Article 11, Part 3, of the Code, included in Sections 14-2-1131 through 1133 (and any successor provisions thereto), shall be applicable to the Company in connection with any business combination, as defined therein, with any interested shareholder, as defined therein.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Fidelity National Information Services, Inc.:

We consent to the incorporation by reference in the registration statements (No. 333-63342, No. 333-64462 and No. 333-103266) on Form S-8 of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.) of our report dated May 9, 2005, except as to notes 13(c) and 14, which are as of September 30, 2005, and note 13(d), which is as of February 1, 2006, with respect to the combined balance sheets of Fidelity National Information Services, Inc. as of December 31, 2004 and 2003, and the related combined statements of earnings, equity and comprehensive earnings, and cash flows for each of the years in the three-year period ended December 31, 2004, which report appears in the Form 8-K of Fidelity National Information Services, Inc. dated January 31, 2006.

Our report refers to a change in accounting for stock-based employee compensation effective January 1, 2003.

/s/ KPMG LLP

Jacksonville, FL
February 1, 2006

Exhibit 99.1

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of as of February 1, 2006 by and among Fidelity National Information Services, Inc., a Georgia corporation formerly known as Certegy Inc. (the "Company"), and the Securityholders (as herein defined). Certain capitalized terms used herein are defined in Section 1.1.

The parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

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

"Agreement and Plan of Merger" means that certain Agreement and Plan of Merger dated as of September 14, 2005 among the Company, C Co Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of the Company, and Fidelity National Information Services, Inc., a Delaware corporation, as heretofore amended.

"BACI Holder" means Banc of America Capital Investors, L.P.

"Board" or "Board of Directors" means the Board of Directors of the Company.

"Common Stock" means the Company's common stock.

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

"Control" (including, with correlative meaning, all conjugations thereof) means with respect to any Person, the ability of another Person to control or direct the actions or policies of such first Person, whether by ownership of voting stock, by contract or otherwise.

"Demand Registration" has the meaning given to such term in Section 2.1(a).

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

"Evercore Holder" means Evercore METC Capital Partners II L.P.

"F Co. Parent" means Fidelity National Financial, Inc., a Delaware corporation.

"Incidental Registration" has the meaning given such term in Section 2.2(a).

"Indemnified Party" has the meaning given such term in Section 2.7(a).

"Losses" has the meaning given such term in Section 2.7(a).

"NASD" has the meaning given such term in Section 2.5(k).

"NASDAQ" means the electronic dealer quotation system owned and operated by The Nasdaq Stock Market, Inc.

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

"Proceeding" has the meaning given such term in Section 2.7(c).

"Public Offering" means an offering and sale to the public of any equity securities of the Company pursuant to an effective registration statement filed with the SEC pursuant to the Securities Act, as then in effect, provided that a Public Offering shall not include an offering made in connection with a business acquisition or combination or an employee benefit plan or an offering solely to the Company's shareholders.

"Registrable Shares" means (i) shares of Common Stock issued or issuable to any Securityholder pursuant to the Agreement and Plan of Merger, and (ii) any shares of stock of the Company or any successor corporation issued or issuable in respect of the Common Stock referred to in clause (i) above, whether by way of a stock split, stock dividend or in connection with a combination of such Common Stock or a recapitalization, merger, consolidation or other reorganization or otherwise, in either such event *excluding* such shares that (a) have been sold pursuant to a Registration Statement, (b) have been sold or distributed pursuant to Rule 144 or (c) are eligible to be sold or distributed pursuant to Rule 144 (including, without limitation, Rule 144(k)) in a single transaction by any Securityholder.

"Registration Expenses" means all amounts payable by the Company pursuant to Section 2.5.

"Registration Notice" has the meaning given such term in Section 2.1(b).

"Registration Request" has the meaning given such term in Section 2.1(a).

"Registration Statement" means any registration statement of the Company under which any of the Registrable Shares are included therein pursuant to the provisions of this Agreement, including the prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Requesting Holders" has the meaning given such term in Section 2.1(a).

"Rule 144" means Rule 144 adopted under the Securities Act (or any successor rule or regulation).

"SEC" means the Securities and Exchange Commission.

"Securityholder(s)" means (i) the shareholders listed on Annex A hereto and their respective successors, assignees and transferees who execute a counterpart to this Agreement, and (ii) those Persons who acquire Registrable Shares in the future and become a party hereto.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Selling Securityholder" means a Securityholder selling its shares pursuant to the terms of this Agreement.

"Shelf Registration" has the meaning given such term in Section 2.1(a).

"Sponsor Group" means the holders of at least 75% of the Registrable Shares then owned by the THL Holders and the TPG Holders, collectively.

"Sponsors" means collectively, the THL Holders, the TPG Holders, the Evercore Holder and the BACI Holder.

"Subsidiary" means any corporation with respect to which another specified corporation has the power to vote or direct the voting of sufficient securities to elect directors having a majority of the voting power of the board of directors of such corporation.

"THL Holders" means collectively, Thomas H. Lee Equity Fund V, L.P., a Delaware limited partnership, Thomas H. Lee Parallel Fund V, L.P., Thomas H. Lee Equity (Cayman) Fund V, L.P., Thomas H. Lee Investors Limited Partnership, Putnam Investment Holdings, LLC, Putnam Investments Employees' Securities Company I LLC, and Putnam Investments Employees' Securities Company II, LLC.

"TPG Holders" means collectively, TPG Partners III, L.P., TPG Parallel III, L.P., TPG Investors III, L.P., FOF Partners III, L.P., FOF Partners III-B, L.P., TPG Dutch Parallel III, C.V., and TPG Partners IV, L.P.

ARTICLE 2
REGISTRATION RIGHTS

2.1 Demand Registrations.

(a) Requests for Registration of Registrable Shares Owned by the Sponsors. Subject to the provisions of this Article 2, including without limitation Section 2.1(e), each of F Co. Parent, the THL Holders and the TPG Holders shall have the right to request registration under the Securities Act (the "Demand Right") of all or any portion of the Registrable Shares held by such Securityholders by delivering a written notice to the principal business office of the Company, which notice identifies the Person(s) requesting registration (the "Requesting Holders") and specifies the number of Registrable Shares to be included in such registration (the "Registration Request"). Any such requested registration shall hereinafter be referred to as a "Demand Registration." With respect to any Demand Registration, the Requesting Holders may request the Company to effect a registration of the Registrable Shares under a registration statement pursuant to Rule 415 under the Securities Act (a "Shelf Registration").

(b) Effecting the Registration. Subject to the restrictions set forth in Section 2.1(e), the Company will give prompt written notice of any such Registration Request (the "Registration Notice") to all other holders of Registrable Shares and will thereupon use its commercially reasonable efforts to effect the registration under the Securities Act on any form available to the Company of:

(i) the Registrable Shares requested to be registered by the Requesting Holders; and

(ii) all other Registrable Shares of the same type and class which the Company has received a written request to register pursuant to Section 2.2(a) within 10 days after notice is given by the Company pursuant to this Section 2.2(b).

(c) Preservation of Demand Registration. A registration undertaken by the Company at the request of the Requesting Holder under Section 2.1(a) will not count as a Demand Registration:

(i) if, pursuant to the Demand Right, the Requesting Holders are unable to register and sell at least 50% of the Registrable Shares requested to be included in such registration by them pursuant to this Section 2.1, unless such failure results from any act of, or failure to act by, any of the Requesting Holders;

(ii) if the Requesting Holders withdraw their Registration Request prior to the time the Registration Statement therefor is declared effective and promptly reimburse the Company for all Registration Expenses incurred by the Company in connection with effecting such registration, such Registration Request shall not count as a Demand Registration so long as this provision has not been previously utilized within the immediately preceding 12 months; or

(iii) if the Requesting Holders withdraw a Registration Request upon the determination of the Board of Directors of the Company to postpone the filing or effectiveness of a Registration Statement pursuant to Section 2.1(f) or are deemed to have withdrawn a Registration Request pursuant to Section 2.1(g).

(d) Priority on Demand Registration. If the sole or managing underwriter of a Demand Registration advises the Company in writing that in its reasonable opinion the number of Registrable Shares and other securities requested to be included exceeds the number of Registrable Shares and other securities which can be sold in such offering without adversely affecting the distribution of the securities being offered, the price that will be paid in such offering or the marketability thereof, the Company will include in such registration the greatest number of Registrable Shares requested to be registered by the holders thereof, which in the opinion of such underwriters can be so sold, ratably among the holders of Registrable Shares (whether requested to be registered pursuant to Section 2.1 or 2.2) based on the respective amounts of Registrable Shares requested to be included by each such holder.

(e) Restrictions on Demand Registrations. The Company shall not be obligated to effect (i) more than two (2) Demand Registrations pursuant to a Demand Right exercised by the THL Holders under Section 2.1(a), (ii) more than two (2) Demand Registrations

pursuant to a Demand Right exercised by the TPG Holders under Section 2.1(a), (iii) more than four (4) Demand Registrations pursuant to a Demand Right exercised by F Co. Parent under Section 2.1(a), (iv) a Demand Registration within six (6) months after the effective date of any previous Demand Registration, or (v) more than two (2) Demand Registrations in any twelve (12) month period. No Securityholder may exercise a Demand Right under this Section 2.1 and no Demand Registration shall be required to be effected by the Company hereunder unless the reasonably anticipated gross proceeds of the resulting offering would exceed $75,000,000. Any Demand Registration requested must be for a firm commitment underwritten public offering of Registrable Shares to be managed by an underwriter or underwriters of recognized national standing selected by the Company and reasonably acceptable to the Requesting Holders.

(f) Deferral of Filing. The Company may defer the filing (but not the preparation thereof) or effectiveness of a Registration Statement to effect a Demand Registration if, after a request is made, the Board of Directors of the Company determines in good faith, after consultation with counsel, that the Company would be required to disclose in such Registration Statement material, non-public information which the Company has a bona fide business interest in preserving as confidential or the disclosure of which, in the good faith belief of the Company, would have an adverse effect on the Company or its business. The Company may defer a Demand Registration under this paragraph (e) pursuant to the preceding sentence until the earlier of (A) the date upon which such information is disclosed to the public or the Company determines in good faith that such information is no longer material or that its disclosure no longer would have an adverse effect on the Company or its business, or (B) 90 days after the Company first determines to defer such filing or such effectiveness; provided, however, that the Company shall not utilize this right to defer any such Demand Registration more than two (2) times in any twelve consecutive month period.

(g) Pre-emption of Demand Registration. Notwithstanding anything to the contrary contained herein, if at any time a Securityholder or Securityholders shall request a Demand Registration pursuant to this Section 2.1, the Company shall not be obligated to effect such Demand Registration and any related Registration Request shall be deemed to have been withdrawn if the Company's Board of Directors shall determine in good faith, after consultation with a firm of nationally recognized underwriters, and shall so advise the Requesting Holder(s) in writing that such Demand Registration would have an adverse effect on a Public Offering by the Company which the Company is then actively pursuing; provided, however, that the Company shall not utilize this right more than one (1) time in any twelve consecutive month period.

(h) Other Registration Rights. The Company shall not grant to any Persons the right to request the Company to register any equity securities of the Company or any incidental or "piggy-back" rights that are superior or pari pasu with respect to any equity security of the Company, or any securities convertible or exchangeable into or exercisable for such securities, without the prior written consent of F Co. Parent and the Sponsor Group.

2.2 Incidental Registration.

(a) Requests for Incidental Registration. At any time the Company proposes to register for a Public Offering any Common Stock under the Securities Act, including

registrations pursuant to Section 2.1(a), whether or not for sale for its own account, the Company will give written notice to each holder of Registrable Shares at least 20 days prior to the anticipated initial filing of such Registration Statement with the SEC of its intent to file such Registration Statement (or, if earlier, within 5 business days of receipt of a Registration Notice) and of such holder's rights under this Section 2.2. Upon the written request of any holder of Registrable Shares made within 10 days after any such notice is given by the Company (which request shall specify the Registrable Shares intended to be disposed of by such holder), the Company will use its commercially reasonable efforts to effect the registration (an "Incidental Registration") under the Securities Act of all Registrable Shares which the Company has been so requested to register by the holders thereof; provided, however, that if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the Registration Statement filed in connection with such Incidental Registration (each an "Incidental Registration Statement"), (i) the Company shall determine not to register such securities for its own account or to defer the registration of such securities in accordance with Section 2.1(f) or Section 2.3(b), or (ii) the Securityholder exercising a Demand Right shall determine for any reason not to register or to delay registration of such securities, the Company or such Securityholder, as the case may be, at its election, may give written notice of such determination to each holder of Registrable Shares and, thereupon, (x) in the case of a determination not to register, the Company shall be relieved of its obligation to register any Registrable Shares under this Section 2.2 or under Section 2.1 in connection with such particular registration (but not from its obligation to pay the expenses incurred in connection therewith) and (y) in the case of a determination to delay registration, the Company shall be permitted to delay registering any Registrable Shares under this Section 2.2 or under Section 2.1 during the period that the registration of such other securities is delayed.

(b) Priority on Incidental Registration. If the sole or managing underwriter of a registration advises the Company in writing that in its opinion the number of Registrable Shares and other securities requested to be included exceeds the number of Registrable Shares and other securities which can be sold in such offering without adversely affecting the distribution of the securities being offered, the price that will be paid in such offering or the

marketability thereof, the Company will include in such registration the Registrable Shares and other securities of the Company in the following order of priority:

(i) first, in the event of a Company-initiated registration, the greatest number of securities of the Company proposed to be included in such registration by the Company for its own account, which in the opinion of such underwriters can be so sold; and

(ii) second, after all securities that the Company proposes to register for its own account have been included in the event of a Company-initiated registration, the greatest amount of Registrable Shares requested to be registered by the holders thereof which in the opinion of such underwriters can be sold in such offering without adversely affecting the distribution of the securities being offered, the price that will be paid in such offering or the marketability thereof, ratably among the holders of Registrable Shares (whether requested to be registered pursuant to Section 2.1 or 2.2) based on the respective amounts of Registrable Shares requested to be included by each such holder.

2.3 Registration on Form S-3

(a) Request for Registration. If F Co. Parent or any of the Sponsors request that the Company file a registration statement on Form S-3 (or any successor form to Form S-3), or any similar short-form registration statement, for a Public Offering of Registrable Shares, the reasonably anticipated gross proceeds from the sale of such Registrable Shares would exceed $50,000,000, and the Company is at such time eligible to use Form S-3 to register the Registrable Shares for such an offering, the Company shall (i) within ten (10) days of the receipt by the Company of such notice, give written notice of such proposed registration to all other Securityholders and (ii) as soon as practicable, shall use its commercially reasonable efforts to cause such Registrable Shares to be registered on such form for the offering and to cause such Registrable Shares to be qualified in such jurisdictions as the Securityholders may reasonably request together with all or such portion of the Registrable Shares of any Securityholders joining in such request as are specified in a written request received by the Company within twenty (20) days after receipt of such written notice from the Company. The Company will use its commercially reasonable efforts to remain eligible to use Form S-3 registration or a similar short-form registration. For the avoidance of doubt, a registration under this Section 2.3(a) shall not be considered to be a Demand Registration for any purpose.

(b) Deferral of Filing. The Company may defer the filing (but not the preparation thereof) or effectiveness of a Registration Statement requested pursuant to this Section 2.3 if, after a request is made, the Board of Directors of the Company determines in good faith, after consultation with counsel, that the Company would be required to disclose in such Registration Statement material, non-public information which the Company has a bona fide business interest in preserving as confidential or the disclosure of which, in the good faith belief of the Company, would have an adverse effect on the Company or its business. The Company may defer a registration under this paragraph (b) pursuant to the preceding sentence until the earlier of (i) the date upon which such information is disclosed to the public or the Company determines in good faith that such information is no longer material or that its disclosure no longer would have an adverse effect on the Company or its business, or (ii) 90 days after the Company first determines to defer such filing or such effectiveness; provided, however, that the Company shall not utilize this right to defer any such registration more than two (2) times in any twelve consecutive month period.

(c) Pre-emption of Form S-3 Registration. Notwithstanding anything to the contrary contained herein, if at any time a Securityholder or Securityholders shall request a registration pursuant to this Section 2.3, the Company shall not be obligated to effect such registration and any related registration request shall be deemed to have been withdrawn if the Company's Board of Directors shall determine in good faith, after consultation with a firm of nationally recognized underwriters, and shall so advise such Securityholder(s) in writing that such Demand Registration would have an adverse effect on a Public Offering by the Company which the Company is then actively pursuing.

2.4 Holdback Agreements. Each Securityholder agrees that, if requested in connection with any underwritten Public Offering for which a Securityholder has registration rights pursuant to this Article 2 by the managing underwriter or underwriters of such underwritten offering, such Securityholder will enter into an agreement with the underwriters on

---

customary terms regarding restrictions on the ability of the Securityholders, without the prior written consent of the managing underwriter, to sell their Registrable Shares during the period commencing on the date of the final prospectus to such Public Offering and ending on the date specified by the Company and the managing underwriter; provided, that (i) the date so specified will be no later than 90 days after the date of such final prospectus for such subsequent Public Offering, and will be the same for all Securityholders that enter into such agreements, and (ii) all executive officers, beneficial owners of more than 5% of the Company's capital stock and directors enter into such agreements. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Registrable Shares of each Securityholder (and the shares or securities of every other person listed in clause (ii) above) until the end of such period.

2.5 Registration Procedures. In connection with the registration of any Registrable Shares, the Company shall use commercially reasonable efforts to effect such registration to permit the sale of such Registrable Shares in accordance with the intended method or methods of disposition thereof and the terms and conditions of this Agreement, and pursuant thereto the Company shall, as expeditiously as practicable:

(a) Prepare and file with the SEC a Registration Statement or Registration Statements on a form available for the sale of the Registrable Shares by the holders thereof in accordance with the intended method of distribution thereof, and use its commercially reasonable efforts to cause each such Registration Statement to become effective;

(b) (i) In the case of any registration other than a Shelf Registration, prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be reasonably requested by F Co. Parent or any Sponsor (if F Co. Parent or such Sponsor is registering securities pursuant to such Registration Statement) or necessary to keep such Registration Statement continuously effective for a period ending on the earlier of (A) 90 days from the effective date and (B) such time as all of such securities have been disposed of in accordance with the intended method of disposition thereof; cause the related prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act; and comply with the provisions of the Securities Act, the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to it with respect to the disposition of all securities covered by such Registration Statement as so

amended or in such prospectus as so supplemented; and (ii) in the case of a Shelf Registration, prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement in compliance with the Securities Act with respect to the disposition of all Registrable Shares subject thereto for a period ending on the earlier of the date on which all the Registrable Shares subject thereto have been sold pursuant to such Registration Statement or two (2) years after effectiveness of the Form S-3 registration.

(c) Notify the Selling Securityholders of Registrable Shares promptly (but in any event within 2 business days), and confirm such notice in writing, (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective,

(ii) of any written comments by the SEC in respect of the Registration Statement or any request by the SEC or any other federal or state governmental authority for amendments or supplements to such Registration Statement or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation or threat of any proceedings for such purpose, (iv) if at any time when a prospectus is required by the Securities Act to be delivered in connection with sales of Registrable Shares the Company becomes aware that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 2.5(i) below cease to be true and correct in all material respects, (v) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Registrable Shares for offer or sale in any jurisdiction, (vi) if the Company becomes aware of the happening of any event that makes any statement of a material fact made in such Registration Statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue or that requires the making of any changes in such Registration Statement, prospectus or documents so that, in the case of such Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (vii) if for any other reason it shall be necessary to amend or supplement such Registration Statement in order to comply with the Securities Act.

(d) Use commercially reasonable efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a prospectus or suspending the qualification (or exemption from qualification) of any of the Registrable Shares for sale in any jurisdiction, and, if any such order is issued, to obtain the withdrawal of any such order at the earliest possible moment.

(e) Promptly incorporate in a prospectus supplement or post-effective amendment to the applicable Registration Statement such information as the managing underwriter or underwriters, if any, or the holders of a majority of the Registrable Shares of the class being sold agree should be included therein relating to the plan of distribution with respect to such Registrable Shares; and make all required filings of such prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(f) Deliver to each Selling Securityholder of Registrable Shares and the underwriters, if any, without charge, as many copies of the prospectus or prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request; and the Company hereby consents to the use of such prospectus and each amendment or supplement thereto by each of the Selling Securityholders of Registrable Shares and the underwriters or agents, if any, in connection with the offering and sale of the Registrable Shares covered by such prospectus and any amendment or supplement thereto.

(g) Prior to any public offering of Registrable Shares, to use its commercially reasonable efforts to register or qualify, and cooperate with the Selling Securityholders of Registrable Shares, the underwriters, if any, the sales agents and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Shares for offer and sale under the securities or “blue sky” laws of such jurisdictions within the United States as any Selling Securityholder or the managing underwriters reasonably request in writing; provided, however, that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject.

(h) Upon the occurrence of any event contemplated by Section 2.5(c)(vi) above, as promptly as practicable prepare a supplement or post-effective amendment to the Registration Statement or a supplement to the related prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Shares being sold thereunder, such prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) Enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and take all such other actions as are reasonably requested by the managing or sole underwriter in order to expedite or facilitate the registration or the disposition of such Registrable Shares, including obtaining for delivery to the Company and the underwriter or underwriters, if any, with copies to the holders of Registrable Shares included in such registration, a cold comfort letter from the Company’s independent certified public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters as the managing underwriter or underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement.

(j) Comply with all applicable rules and regulations of the SEC and make generally available to its Securityholders earnings statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Shares are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effectiveness of a Registration Statement, which statements shall cover said 12-month periods.

(k) (i) Use its commercially reasonable efforts to cause all such Registrable Shares covered by such registration statement to be listed on the principal securities exchange on which Common Stock is then listed (if any), if the listing of such Registrable Shares is then permitted under the rules of such exchange, or (ii) if no Common Stock is then so listed, use its commercially reasonable efforts to, either (as the Company may elect) (x) cause all such Registrable Shares to be listed on a national securities exchange or (y) secure designation of all

such Registrable Shares as a "Nasdaq security" that is an "NMS security" within the meaning of Rule 600 of Regulation NMS or, failing that, to secure NASDAQ authorization for such shares and, without limiting the generality of the foregoing, to arrange for at least two market makers to register as such with respect to such shares with the National Association of Securities Dealers, Inc. ("NASD").

(l) Make available upon reasonable notice at reasonable times and for reasonable periods for inspection by a representative appointed by the holders of a majority of the Registrable Shares of each class covered by the applicable Registration Statement, by any managing underwriter or underwriters participating in any disposition to be effected pursuant to such Registration Statement and by any attorney, accountant or other agent retained by such sellers or any such managing underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, provide each such Person with such opportunities to discuss with the Company's officers, directors and employees and the independent public accountants who have certified its financial statements the business of the Company, and supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement, in each case as shall be necessary to enable such Persons to satisfy their due diligence obligations under applicable law (subject to the entry by each party referred to in this clause (l) into customary confidentiality agreements in a form reasonably acceptable to the Company).

(m) In the case of an underwritten offering, make available the senior executive officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter in any such underwritten offering and otherwise use commercially reasonable efforts to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto; provided the Company's senior executive officers shall not be required to participate in any "road show" presentations pursuant to a registration in which the Company is not selling securities more than once in any 12 month period without the consent of such senior executive officers. The Company may require each holder of Registrable Shares as to which any registration is being effected to furnish to the Company such information regarding such holder and the distribution of such Registrable Shares as the Company may, from time to time, reasonably request in writing; provided that, such information shall be used only in connection with such registration. The Company may exclude from such registration the Registrable Shares of any holder who unreasonably fails to furnish such information promptly after receiving such request. Each holder of Registrable Shares, upon receipt of written notice (a "Suspension Notice") from the Company of the happening of any event of the kind described in clauses (ii), (iii), (vi) or (vii) of Section 2.5(c) or any circumstance described in Section 2.1(f) or 2.3(b) which would permit the Company to defer the filing or effectiveness of a Registration Statement thereunder, shall forthwith discontinue disposition of the Registrable Shares pursuant to the Registration Statement covering such Registrable Shares until (i) with respect to any such event described in Section 2.5(c), such holder has received copies of the supplemented or amended Prospectus contemplated hereby or such holder has been advised in writing (the "Advice") by the Company that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the prospectus, and (ii) with respect to a circumstance described in Section 2.1(f) or 2.3(b), 90 days after receipt of the Suspension Notice or such earlier date as of which such holder shall be advised by the

Company in writing that the circumstance giving rise to the Suspension Notice no longer warrants such discontinuance of such holder's disposition of Registrable Shares. The Company shall not give a Suspension Notice until after the applicable Registration Statement has been declared effective and shall not give more than two (2) Suspension Notices during any period of twelve consecutive months and, with respect to any event described in Section 2.5(c), in no event shall the period from the date on which any holder receives a Suspension Notice to the date on which any holder receives either the Advice or copies of the supplemented or amended prospectus contemplated by Section 2.5(c) (the "Suspension Period") exceed 90 days. In the event that the Company shall give any Suspension Notice (other than a Suspension Notice given in connection with any circumstance described in Section 2.1(f) or Section 2.3(b)), the Company shall use its commercially reasonable efforts and take such actions as are reasonably necessary to render the Advice and end the Suspension Period as promptly as practicable. In the event the Company shall give any Suspension Notice with respect to any circumstance described in Section 2.1(f) or Section 2.3(b), the Company's obligations under this Agreement in respect of any pending Registration Statement and related registration (other than its obligations to pay or reimburse Registration Expenses) shall be suspended until the date that is 90 days after receipt of the Suspension Notice or such earlier date as of which the holder(s) of the Registrable Shares registered thereby shall have been advised by the Company in writing that the circumstance giving rise to the Suspension Notice no longer warrants the discontinuance of such holders' disposition of Registrable Shares.

2.6 Registration Expenses. All of the following fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be paid or reimbursed by the Company, whether or not any Registration Statement is filed or becomes effective, (i) all registration and filing fees (including, without limitation, (A) fees with respect to filings required to be made with the NASD in connection with an underwritten offering and (B) fees and expenses of compliance with state securities or "blue sky" laws), (ii) reasonable messenger, telephone and delivery expenses, (iii) fees and disbursements of counsel for the Company, (iv) fees and disbursements of all independent certified public accountants referred to in Section 2.5(i), (v) underwriters' fees and expenses (excluding discounts, commissions, or fees of underwriters, selling brokers, dealer managers or similar securities industry professionals relating to the distribution of the Registrable Shares), (vi) Securities Act liability insurance, if the Company so desires such insurance, (vii) internal expenses of the Company, (viii) the expense of any annual audit, (ix) the fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange, (x) the fees and expenses of any Person, including special experts, retained by the Company, and (xi) the reasonable fees and disbursements of not more than one counsel (together with appropriate local counsel) chosen by the holders of a majority in interest of the Registrable Shares to be included in such registration and reasonably acceptable to the Company.

2.7 Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Shares, the officers, directors, agents, partners and employees of each of them, each Person who controls each such holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and the officers, directors, agents, partners and employees of

each such controlling person (each, an "Indemnified Party"), to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, actions or proceedings (whether commenced or threatened), reasonable costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees) and reasonable expenses (including reasonable expenses of investigation) (collectively, "Losses"), as incurred, arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, prospectus or form of prospectus or in any amendment or supplements thereto or in any preliminary prospectus, or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except to the extent that the same arise out of or are based upon information furnished in writing to the Company by such Indemnified Party or the related holder of Registrable Shares expressly for use therein or (ii) any violation by the Company of any federal, state or common law rule or regulation applicable to the Company and relating to action required of or inaction by the Company in connection with any such registration; provided, however, that the Company shall not be liable to any Person who participates as an underwriter in the offering or sale of Registrable Shares or any other Person, if any, who controls such underwriters within the meaning of the Securities Act to the extent that any such Losses arise out of or are based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any preliminary prospectus if (i) such Person failed to send or deliver a copy of the prospectus with or prior to the delivery of written confirmation of the sale by such Person to the Person asserting the claim from which such Losses arise, (ii) the prospectus would have corrected such untrue statement or alleged untrue statement or such omission or alleged omission, and (iii) the Company has complied with its obligations under Section 2.5(c). Each indemnity and reimbursement of costs and expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party.

(b) Indemnification by Holders. In connection with any Registration Statement in which a holder of Registrable Shares is participating, such holder, or an authorized officer of such holder, shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any Registration Statement or prospectus and agrees, severally and not jointly, to indemnify, to the fullest extent permitted by law, the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling persons, from and against all Losses arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, prospectus, or form of prospectus, or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue or alleged untrue statement is contained in, or such omission or alleged omission is required to be contained in, any information so furnished in writing by such holder to the Company expressly for use in such Registration Statement or prospectus and that such statement or omission was relied upon by the Company in preparation of such Registration Statement, prospectus or form of prospectus; provided, however, that such holder of Registrable Shares shall not be liable in any such case to the extent that the holder has furnished in writing to the Company within a reasonable period of time prior to the filing of any such Registration Statement or prospectus or amendment or supplement thereto information expressly for use in such Registration Statement or prospectus or any amendment or supplement thereto which

corrected or made not misleading, information previously furnished to the Company, and the Company failed to include such information therein. In no event shall the liability of any Selling Securityholder of Registrable Shares hereunder be greater in amount than the dollar amount of the proceeds (net of payment of all expenses) received by such holder upon the sale of the Registrable Shares giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party.

(c) Conduct of Indemnification Proceedings. If any Person shall be entitled to indemnity hereunder (an "indemnified party"), such indemnified party shall give prompt notice to the party or parties from which such indemnity is sought (the "indemnifying parties") of the commencement of any action, suit, proceeding or investigation or written threat thereof (a "Proceeding") with respect to which such indemnified party seeks indemnification or contribution pursuant hereto; provided, however, that the failure to so notify the indemnifying parties shall not relieve the indemnifying parties from any obligation or liability except to the extent that the indemnifying parties have been prejudiced by such failure. The indemnifying parties shall have the right, exercisable by giving written notice to an indemnified party promptly after the receipt of written notice from such indemnified party of such Proceeding, to assume, at the indemnifying parties' expense, the defense of any such Proceeding, with counsel reasonably satisfactory to such indemnified party; provided, however, that an indemnified party or parties (if more than one such indemnified party is named in any Proceeding) shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless: (i) the indemnifying parties agree to pay such fees and expenses; (ii) the indemnifying parties fail promptly to assume the defense of such Proceeding or fail to employ counsel reasonably satisfactory to such indemnified party or parties; or (iii) the named parties to any such Proceeding (including any impleaded parties) include both such indemnified party or parties and the indemnifying parties or an affiliate of the indemnifying parties or such indemnified parties, and there may be one or more defenses available to such indemnified party or parties that are different from or additional to those available to the indemnifying parties, in which case, if such indemnified party or parties notifies the indemnifying parties in writing that it elects to employ separate counsel at the expense of the indemnifying parties, the indemnifying parties shall not have the right to assume the defense thereof and such counsel shall be at the expense of the indemnifying parties, it being understood, however, that, unless there exists a conflict among indemnified parties, the indemnifying parties shall not, in connection with any one such Proceeding or separate but substantially similar or related Proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for such indemnified party or parties. Whether or not such defense is assumed by the indemnifying parties, such indemnifying parties or indemnified party or parties will not be subject to any liability for any settlement made without its or their consent (but such consent will not be unreasonably withheld). The indemnifying parties shall not consent to entry of any judgment or enter into any settlement which (x) provides for other than monetary damages without the consent of the indemnified party or parties (which consent shall not be unreasonably withheld or delayed) or (y) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party or parties of a release, in form and substance

satisfactory to such indemnified party or parties, from all liability in respect of such Proceeding for which such indemnified party would be entitled to indemnification hereunder.

(d) Contribution. If the indemnification provided for in this Section 2.7 is unavailable to an indemnified party or is insufficient to hold such indemnified party harmless for any Losses in respect of which this Section 2.7 would otherwise apply by its terms, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall have an obligation to contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party, on the one hand, and indemnified party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been taken by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include any legal or other fees or expenses incurred by such party in connection with any Proceeding, to the extent such party would have been indemnified for such expenses if the indemnification provided for in Section 2.7(a) or 2.7(b) was available to such party. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.7(d) were determined by pro-rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.7(d). Notwithstanding the provisions of this Section 2.7(d), an indemnifying party that is a Selling Securityholder of Registrable Shares shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such indemnifying party in the offering to which such claims relates exceeds the amount of any damages that such indemnifying party has otherwise been required to pay by reasons of such untrue or alleged untrue statement or omission or alleged omission. 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.

2.8 Rule 144. The Company shall file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, and will take such further action as any holder of Registrable Shares may reasonably request, all to the extent required from time to time to enable such holder to sell Registrable Shares without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 or 144A or Regulation S under the Securities Act. Upon the request of any holder of Registrable Shares, the Company shall deliver to such holder a written statement as to whether it has complied with such requirements.

2.9 Underwritten Registrations.

(a) No holder of Registrable Shares may participate in any underwritten registration hereunder unless such holder (i) agrees to sell such holder's Registrable Shares on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder

to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

(b) In the case of an underwritten offering requested by holders pursuant to Section 2.1 or 2.3, the price, underwriting discount and other financial terms for each class of Registrable Shares of the related underwriting agreement shall be determined by the Securityholders initially exercising such Demand Rights or rights under Section 2.3 and be acceptable to the Company (such consent not to be unreasonably withheld or delayed). In the case of any underwritten offering pursuant to a Company initiated offering, such price, discount and other terms shall be determined by the Company in its sole discretion, subject to the right of the holders requesting to participate pursuant to Section 2.2(a) to withdraw their request to participate in the registration after being advised of such price, discount and other terms.

2.10 No Inconsistent Agreements. The Company has not and will not, enter into any agreement with respect to the Company's securities that is inconsistent with the rights granted to the holders of Registrable Shares in this Article 2 or otherwise conflicts with the provisions hereof.

ARTICLE 3
TERMINATION

3.1 Termination. The provisions of this Agreement shall terminate when there shall no longer be any Registrable Shares outstanding.

ARTICLE 4
MISCELLANEOUS

4.1 Notices. Any notices or other communications required or permitted hereunder shall be in writing, and shall be sufficiently given if made by hand delivery, by telex, by telecopier or registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or at such other address as may be substituted by notice given as herein provided):

If to the Company:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Christopher Rose
Facsimile: (904) 357-1026

If to F Co. Parent:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Christopher Rose
Facsimile: (904) 357-1026

If to a Sponsor:

Thomas H. Lee Partners, L.P.
100 Federal Street
Boston, MA 02110
Attention: Thomas Hagerty and Seth Lawry
Telephone: (617) 227-1050
Facsimile: (617) 227-3514

Texas Pacific Group
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Attention: David Spuria, Esq.
Telephone: (817) 871-4000
Facsimile: (817) 871-4088

Evercore Partners
55 East 52nd Street, 43rd Floor
New York, NY 10055
Attention: Neeraj Mital
Telephone: (212) 857-3197
Facsimile: (212) 857-3152

Banc of America Capital Investors, L.P.
Bank of America Corporate Center
100 North Tryon Street, 25th Floor
NC1-007-25-02
Charlotte, NC 28255
Attention: Robert L. Edwards, Jr.
Facsimile: (704) 386-6432

with copies to:

Weil, Gotshal & Manges LLP
100 Federal Street
Boston, MA 02110
Attention: James Westra, Esq.
Marilyn French, Esq.
Facsimile: (617) 772-8333

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: David Leinwand, Esq.
Facsimile: (212) 225-3999

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Alan Schwartz
Facsimile: (212) 455-2502

Kennedy Covington Lobdell & Hickman, L.L.P.
Hearst Tower
214 North Tryon Street, 47th Floor
Charlotte, NC 28202
Attention: T. Richard Giovannelli
Facsimile: (704) 353-3184

If to any other Securityholder, at its address listed on Annex A hereof.

Any notice or communication hereunder shall be deemed to have been given or made as of the date so delivered if personally delivered; when receipt is acknowledged, if sent via facsimile; one business day following the day sent by overnight courier (with written confirmation of receipt); and three (3) calendar days after mailing if sent by registered or certified mail (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee).

Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

4.2 **Governing Law; Consent to Jurisdiction.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Each of the parties agrees that all actions, suits or proceedings arising out of or based upon this Agreement or the subject matter hereof shall be brought and maintained exclusively in the federal and state courts of the State of New York. Each of the parties hereto by execution hereof (i) hereby irrevocably submits to the jurisdiction of the federal and state courts in the State of New York for the purpose of any action, suit or proceeding arising out of or based upon this Agreement or the subject matter hereof and (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that it is immune from extraterritorial injunctive relief or other injunctive relief, that its property is exempt or immune from attachment or execution, that any such action, suit or proceeding may not be brought or maintained in one of the above-named courts, that any such action, suit or proceeding brought or maintained in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts, should be stayed by virtue of the pendency of any other action, suit or proceeding in any court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by any of the above-named courts. Each of the parties hereto hereby consents to service of process in any such suit, action or proceeding in any manner permitted by the laws of the State of New York, agrees that service of process by

---

registered or certified mail, return receipt requested, at the address specified in or pursuant to Section 4.1 is reasonably calculated to give actual notice and waives and agrees not to assert by way of motion, as a defense or otherwise, in any such action, suit or proceeding any claim that service of process made in accordance with Sections 4.1 and 4.2 does not constitute good and sufficient service of process. The provisions of this Section 4.2 shall not restrict the ability of any party to enforce in any court any judgment obtained in a federal or state court of the State of New York.

4.3 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Each Securityholder may assign its rights hereunder to any purchaser or transferee of Registrable Shares; provided, however, that (i) such securities shall remain Registrable Shares hereunder following such purchase or transfer, and (ii) such purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement, whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in this Agreement as if such purchaser or transferee was originally included in the definition of Securityholder herein and had originally been a party hereto.

4.4 **Duplicate Originals.** All parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together shall represent the same agreement.

4.5 **Severability.** In case any provision in this Agreement shall be held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions shall not in any way be affected or impaired thereby.

4.6 **No Waivers; Amendments.**

(a) No failure or delay on the part of the Company or any Securityholder in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the Company or any Securityholder at law or in equity or otherwise.

(b) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by (i) the Company, (ii) F Co. Parent, and (iii) the Sponsor Group; provided, however, that no such amendment or waiver which adversely affects either Evercore or BACI disproportionately to any other Sponsor shall be permitted without the written consent of Evercore or BACI, as applicable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement on the day and year first above written.

COMPANY:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

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

SECURITYHOLDERS:

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Alan L. Stinson
Name: Alan L. Stinson
Title: Executive Vice President and Chief Financial Officer

THL FNIS HOLDINGS, LLC

By: THL Equity Advisors V, LLC, its manager
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors LLC, its general partner

By: /s/ Thomas M. Hagerty
Name: Thomas M. Hagerty
Title: Managing Director

THOMAS H. LEE EQUITY (CAYMAN) FUND V, L.P.

By: THL Equity Advisors V, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors LLC, its general partner

By: /s/ Thomas M. Hagerty
Name: Thomas M. Hagerty
Title: Managing Director

PUTNAM INVESTMENTS EMPLOYEES' SECURITIES COMPANY I LLC

By: Putnam Investment Holdings, LLC, its managing member
By: Putnam Investments, LLC, its managing member

By: /s/ Thomas M. Hagerty
Name: Thomas M. Hagerty
Title: Managing Director

PUTNAM INVESTMENTS EMPLOYEES' SECURITIES COMPANY II LLC

By: Putnam Investment Holdings, LLC, its managing member
By: Putnam Investments, LLC, its managing member

By: /s/ Robert T. Burns
Name: Robert T. Burns
Title: Managing Director

THOMAS H. LEE INVESTORS LIMITED PARTNERSHIP

By: THL Investment Management Corp., its general partner

By: /s/ Robert T. Burns
Name: Robert T. Burns
Title: Managing Director

PUTNAM INVESTMENT HOLDINGS, LLC

By: Putnam Investments, LLC, its managing member

By: /s/ Robert T. Burns
Name: Robert T. Burns
Title: Managing Director

TPG FNIS HOLDINGS, LLC

By: TPG GenPar III, L.P., its manager
By: TPG Advisors III, Inc., its general partner

By: /s/ David A. Spuria
Name: David A. Spuria
Title: Vice President

TPG PARALLEL III, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By: /s/ David A. Spuria
Name: David A. Spuria
Title: Vice President

TPG INVESTORS III, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., is general partner

By: /s/ David A. Spuria
Name: David A. Spuria
Title: Vice President

FOF PARTNERS III, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By: /s/ David A. Spuria
Name: David A. Spuria
Title: Vice President

FOF PARTNERS III-B, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By: /s/ David A. Spuria
Name: David A. Spuria
Title: Vice President

TPG DUTCH PARALLEL III, C.V.

By: TPG GenPar Dutch, L.L.C., its general partner
By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By: /s/ David A. Spuria
Name: David A. Spuria
Title: Vice President

EVERCORE METC CAPITAL PARTNERS II L.P.

By: Evercore Partners II L.L.C., its general partner

By: /s/ Kathleen G. Reiland
Name: Kathleen G. Reiland
Title: Senior Managing Director

BANC OF AMERICA CAPITAL INVESTORS, L.P.

By: Banc of America Capital Management, L.P., its general partner
By: BACM I GP, LLC, its general partner

By: /s/ Robert L. Edwards, Jr.
Name: Robert L. Edwards, Jr.
Title: Authorized Signatory

ANNEX A
SECURITYHOLDERS:

<u>THL HOLDERS</u>:

Thomas H. Lee Partners, L.P.
100 Federal Street
Boston, MA 02110
Attention: Thomas M. Hagerty and Seth Lawry
Facsimile: (617) 227-5514

<u>TPG HOLDERS</u>:

Texas Pacific Group
345 California Street, Suite 3300
San Francisco, CA 94104
Attention: Jonathan Coslet and Marshall Haines
Facsimile: (415) 743-1501

<u>EVERCORE</u>:

Evercore Partners
55 East 52nd Street, 43rd Floor
New York, NY 10055
Attn: Neeraj Mital
Telephone: (212) 857-3197
Facsimile: (212) 857-3152

<u>F CO. PARENT</u>:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Christopher Rose
Facsimile: (904) 357-1026

<u>BACI</u>:

Banc of America Capital Investors, L.P.
Bank of America Corporate Center
100 North Tryon Street, 25th Floor
NC1-007-25-02
Charlotte, NC 28255
Attention: Robert L. Edwards, Jr.
Facsimile: (704) 386-6432

Exhibit 99.2

Execution Copy

TERM LOAN AGREEMENT

dated as of January 31, 2006

among

CERTEGY INC.
as Borrower

THE LENDERS FROM TIME TO TIME PARTY HERETO

and

SUNTRUST BANK
as Administrative Agent

SUNTRUST CAPITAL MARKETS, INC.
as Arranger and Book Manager

TABLE OF CONTENTS

		Page
ARTICLE I DEFINITIONS; CONSTRUCTION		1
Section 1.1.	Definitions.	1
Section 1.2.	Accounting Terms and Determination	15
Section 1.3.	Terms Generally	15
ARTICLE II AMOUNT AND TERMS OF THE COMMITMENTS		16
Section 2.1.	General Description of Facility	16
Section 2.2.	Commitments	16
Section 2.3.	Termination of Commitments	16
Section 2.4.	Repayment of Loan	16
Section 2.5.	Mandatory Prepayment	16
Section 2.6.	Optional Prepayments	16
Section 2.7.	Evidence of Indebtedness	17
Section 2.8 .	Interest on Loan	17
Section 2.9.	Fees	18
Section 2.10.	Computation of Interest	18
Section 2.11.	Increased Costs	18
Section 2.12.	Taxes	19
Section 2.13.	Payments Generally; Pro Rata Treatment; Sharing of Set-offs	21
Section 2.14.	Mitigation of Obligations; Replacement of Lenders	22
ARTICLE III CONDITIONS PRECEDENT TO LOAN		23
Section 3.1.	Conditions to Effectiveness of Agreement.	23
Section 3.2.	Conditions To Funding of the Loan	23
Section 3.3.	Delivery of Documents	25
ARTICLE IV REPRESENTATIONS AND WARRANTIES		26
Section 4.1.	Existence; Power	26
Section 4.2.	Organizational Power; Authorization	26
Section 4.3.	Governmental Approvals; No Conflicts	26
Section 4.4.	Financial Statements	27
Section 4.5.	Litigation and Environmental Matters	27
Section 4.6.	Compliance with Laws and Agreements	28
Section 4.7.	Investment Company Act, Etc.	28
Section 4.8.	Taxes	28
Section 4.9.	Margin Regulations	28

Section 4.10. ERISA 29
Section 4.11. Ownership of Property 29
Section 4.12. Disclosure 29
Section 4.13. Labor Relations 29
Section 4.14. Subsidiaries 30
Section 4.15. Indebtedness at Closing Date 30

Section 4.16. Investments 30
Section 4.17. Foreign Assets Control Regulations, etc. 30
Section 4.18. FIS Credit Facility 30
Section 4.19. Solvency 30

ARTICLE V AFFIRMATIVE COVENANTS 31

Section 5.1. Financial Statements and Other Information 31
Section 5.2 Notices of Material Events 32
Section 5.3. Existence; Conduct of Business 33
Section 5.4. Compliance with Laws, Etc. 33
Section 5.5. Payment of Obligations 33
Section 5.6. Books and Records 33
Section 5.7. Visitation, Inspection, Etc. 33
Section 5.8. Maintenance of Properties; Insurance 34
Section 5.9. Use of Proceeds 34
Section 5.10. Dividend 34

ARTICLE VI NEGATIVE COVENANTS 34

Section 6.1. Subsidiary Indebtedness 34
Section 6.2. Negative Pledge 35
Section 6.3. Fundamental Changes 36
Section 6.4. Investments, Loans, Acquisitions, Etc. 36
Section 6.5. Restricted Payments 40
Section 6.6. Sale of Assets 40
Section 6.7. Transactions with Affiliates 41
Section 6.8. Restrictive Agreements 41
Section 6.9. Hedging Agreements 42
Section 6.10. Amendment to Indenture; Material Documents 42
Section 6.11. Accounting Changes 42
Section 6.12. Capital Management Subsidiary 42
Section 6.13. Isolation of FIS from Merger Sub 42
Section 6.14 Prepayment of Notes 43

ARTICLE VII EVENTS OF DEFAULT 43

Section 7.1. Events of Default 43

ARTICLE VIII THE ADMINISTRATIVE AGENT 45

Section 8.1. Appointment of Administrative Agent 45
Section 8.2. Nature of Duties of Administrative Agent 46
Section 8.3. Lack of Reliance on the Administrative Agent 46
Section 8.4. Certain Rights of the Administrative Agent 47
Section 8.5. Reliance by Administrative Agent 47
Section 8.6. The Administrative Agent in its Individual Capacity 47
Section 8.7. Successor Administrative Agent 47
Section 8.8. Additional Agencies; No Duties Imposed Upon Syndication Agents or Documentation Agents 48

ARTICLE IX MISCELLANEOUS 48

Section 9.1. Notices 48
Section 9.2. Waiver; Amendments 50
Section 9.3. Expenses; Indemnification 51
Section 9.4. Successors and Assigns 52
Section 9.5. Governing Law; Jurisdiction; Consent to Service of Process 54
Section 9.6. WAIVER OF JURY TRIAL 55
Section 9.7. Right of Setoff 55
Section 9.8. Counterparts; Integration 56
Section 9.9. Survival 56

Section 9.10.	Severability	56
Section 9.11.	Confidentiality	56
Section 9.12.	Interest Rate Limitation	57

Schedules

Schedule 4.5	-	Environmental Matters
Schedule 4.14	-	Subsidiaries
Schedule 4.15	-	Closing Date Indebtedness
Schedule 4.16	-	Investments
Schedule 6.2	-	Closing Date Liens

Exhibits

Exhibit A	-	Form of Term Note
Exhibit B	-	Form of Assignment and Acceptance
Exhibit C	-	Form of Master Intercompany Note
Exhibit 3.1(b)(iii)	-	Form of Secretary's Certificate
Exhibit 3.1(b)(vii)	-	Form of Closing Certificate
Exhibit 3.1(b)(x)	-	Form of Funding Date Certificate
Exhibit 3.1(b)(xi)	-	Form of Solvency Certificate
Exhibit 3.1(b)(xii)	-	Form of FIS Certificate

TERM LOAN AGREEMENT

THIS TERM LOAN AGREEMENT (this "Agreement") is made and entered into as of January 31, 2006, by and among CERTEGY INC., a Georgia corporation (the "Borrower"), the several banks and other financial institutions from time to time party hereto (the "Lenders"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lenders (the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower has requested that the Lenders make a term loan to the Borrower the proceeds of which shall be used, among other things, to pay the Dividend (as defined below);

WHEREAS, subject to the terms and conditions of this Agreement, the Lenders severally, to the extent of their respective Commitments, are willing to make a term loan to the Borrower.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Borrower, the Lenders and the Administrative Agent agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.1. Definitions.

In addition to the other terms defined herein, the following terms used herein shall have the meanings herein specified (to be equally applicable to both the singular and plural forms of the terms defined):

"Acquisition" shall mean any acquisition, whether by stock purchase, asset purchase, merger, consolidation or otherwise of all or substantially all of the capital stock or assets of a Person or the acquisition of a business line of a Person. For the avoidance of doubt, the purchase price paid, and any debt incurred or obligations assumed, by a Person in connection with an Acquisition (along with the related costs and expenses incurred by such Person) shall not be deemed to be an "Investment" by such Person under the provisions of this Agreement.

"***Administrative Agent"*** shall have the meaning assigned to such term in the opening paragraph hereof.

"***Administrative Questionnaire"*** shall mean, with respect to each Lender, an administrative questionnaire in the form provided by the Administrative Agent and submitted to the Administrative Agent duly completed by such Lender.

"***Affiliate"*** shall mean, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

"***Aggregate Net Amount***" shall have the meaning given such term in Section 6.4 hereof.

"***Applicable Lending Office"*** shall mean, for each Lender the "Lending Office" of such Lender (or an Affiliate of such Lender) designated in the Administrative Questionnaire submitted by such Lender or such other office of such Lender (or an Affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Borrower.

"***Assignment and Acceptance***" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.4(b)) and accepted by the Administrative Agent, in the form of Exhibit B attached hereto or any other form approved by the Administrative Agent.

"***Availability Period"*** shall mean the period commencing on the date of this Agreement through and including March 31, 2006.

"***Base Rate"*** shall mean the higher of (i) the per annum rate which the Administrative Agent publicly announces from time to time to be its prime lending rate, as in effect from time to time, and (ii) the Federal Funds Rate, as in effect from time to time, *plus* one-half of one percent (0.50%). The Administrative Agent's prime lending rate is a reference rate and does not necessarily represent the lowest or best rate charged to customers. The Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Administrative Agent's prime lending rate. Each change in the Administrative Agent's prime lending rate shall be effective from and including the date such change is publicly announced as being effective.

"***Borrower"*** shall have the meaning in the introductory paragraph hereof.

"***Business Day"*** shall mean any day other than a Saturday or Sunday on which banks are not authorized or required to close in Atlanta, Georgia or New York, New York.

"***Capital Lease Obligations"*** of any Person shall mean all obligations of such Person to pay rent or other amounts under any lease (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"***Capital Management Subsidiary***" shall mean a domestic Wholly-Owned Subsidiary (direct or indirect) of the Borrower whose activities are limited to making and maintaining Investments in Subsidiaries of the Borrower and Permitted Investments and activities incidental thereto.

"***Capital Management Subsidiary Transfer***" shall mean one or more transfers on or prior to September 30, 2004 of Investments by the Borrower and its Consolidated Subsidiaries to the Capital Management Subsidiary in an aggregate amount not to exceed $300,000,000.

"***Change in Control"*** shall mean the occurrence of one or more of the following events: (a) any sale, lease, exchange or other transfer (in a single transaction or a series of related transactions) of all or substantially all of the assets of the Borrower to any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder in effect on the date hereof), (b) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) of 30% or more of the outstanding shares of the voting stock of the Borrower; or (c) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the current board of directors or (ii) appointed by directors so nominated.

"***Change in Law"*** shall mean (i) the adoption of any applicable law, rule or regulation after the date of this Agreement, (ii) any change in any applicable law, rule or regulation, or any change in the interpretation or application thereof, by any Governmental Authority after the date of this Agreement, or (iii) compliance by any Lender (or its Applicable Lending Office) (or for purposes of Section 2.13(b), by such Lender's holding company, if applicable) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Closing Date" shall mean the first day during the Availability Period on which all of the conditions precedent set forth in Section 3.2 have been satisfied or waived in accordance with Section 9.2; provided, however, that in the event the Closing Date does not occur on or before March 1, 2006, all of the Commitments shall automatically terminate.

"***Code"*** shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time.

"***Commitment***" shall mean with respect to each Lender, the obligation of such Lender to make the Loan hereunder on the Closing Date, in a principal amount not exceeding the amount set forth with respect to such Lender on the signature pages to this Agreement. The aggregate principal amount of all Lenders' Commitments is $250,000,000.

"***Consolidated EBIT"*** shall mean, for the Borrower and its Subsidiaries for any period, an amount equal to the sum of (a) Consolidated Net Income for such period *plus* (b) to the extent deducted in determining Consolidated Net Income for such period, (i) Consolidated Interest

Expense, (ii) income tax expense and (iii) all other non-cash charges (and *minus* all other non-cash gains), determined on a consolidated basis in accordance with GAAP in each case for such period.

"***Consolidated Interest Expense"*** shall mean, for the Borrower and its Subsidiaries for any period determined on a consolidated basis in accordance with GAAP, the sum of (i) total interest expense, including without limitation the interest component of any payments in respect of Capital Lease Obligations capitalized or expensed during such period (whether or not actually paid during such period) *plus* (ii) the net amount payable (or *minus* the net amount receivable) under Hedging Agreements during such period (whether or not actually paid or received during such period).

"***Consolidated Net Income"*** shall mean, for any period, the net income (or loss) of the Borrower and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but excluding therefrom (to the extent otherwise included therein) (i) any extraordinary gains or losses, (ii) any gains attributable to write-ups of assets, (iii) any equity interest of the Borrower or any Subsidiary of the Borrower in the unremitted earnings of any Person that is not a Subsidiary and (iv) any income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Borrower or any Subsidiary on the date that such Person's assets are acquired by the Borrower or any Subsidiary.

"***Consolidated Subsidiary"*** shall mean, at any date, any Person that, in accordance with GAAP, would be consolidated in the Borrower's consolidated financial statements on such date.

"***Consolidated Total Assets"*** shall mean, at any time, the total assets of the Borrower and its Consolidated Subsidiaries, determined on a consolidated basis, in accordance with GAAP.

"***Control"*** shall mean the power, directly or indirectly, either to (i) vote 5% or more of securities having ordinary voting power for the election of directors (or persons performing similar functions) of a Person or (ii) direct or cause the direction of the management and policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "***Controlling***", "***Controlled by***", and "***under common Control with***" have meanings correlative thereto.

"***Default"*** shall mean any condition or event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"***Default Interest***" shall have the meaning set forth in Section 2.8(b).

"Defaulting Lender" shall mean any Lender with respect to which a Lender Default is in effect.

"Dividend" shall mean a one time cash dividend in an amount up to $250,000,000 payable to the holders of the Borrower's stock.

"***Dollar(s)"*** and the sign "***$***" shall mean lawful money of the United States of America.

"***Environmental Laws***" shall mean all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

"***Environmental Liability***" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any actual or alleged exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"***ERISA"*** shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute.

"***ERISA Affiliate"*** shall mean any trade or business (whether or not incorporated), which, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for the purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"***ERISA Event"*** shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator appointed by the PBGC of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"***Event of Default"*** shall have the meaning provided in Article VIII.

"Excluded Taxes" shall mean with respect to the Administrative Agent, any Lender, the or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which any of its offices is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located and (c) in the case of a Foreign Lender, any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Foreign Lender's failure to comply with Section 2.12(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.12(a).

"***Exposure***" shall mean, with respect to any Lender at any time, the outstanding principal amount of such Lender's portion of the Loan.

"***Federal Funds Rate"*** shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the next $1/100^{th}$ of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published by the Federal Reserve Bank of New York on the next succeeding Business Day or if such rate is not so published for any Business Day, the

Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent.

"FNI" shall mean Fidelity National Financial, Inc., a Delaware corporation.

"FIS" shall mean Fidelity National Information Services, Inc., a Delaware corporation.

"FIS Credit Facility" shall mean that certain Credit Agreement dated as of March 9, 2005 by and among, Fidelity National Information Solutions, Fidelity National Tax Service, Inc., FIS, certain affiliates of FIS from time to time party thereto, each lender from time to time party thereto and Bank of America, N.A.,, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, as amended by that certain Amendment No. 1 and Addendum to Credit Agreement dated September 26, 2005, and as the same may be further amended, modified, extended or restated from time to time so long as such amendment, modification, restatement or extension does not prohibit this Agreement or the Loan or the repayment of the Loan on the effective date of the Merger.

"***Foreign Lender"*** shall mean any Lender that is organized under the laws of a jurisdiction other than that of the Borrower. For purposes of this definition, the United States of America or any political subdivision thereof shall constitute one jurisdiction.

"Foreign Subsidiary" shall mean any direct or indirect Subsidiary of the Borrower that is organized under the laws of a jurisdiction other than the United States of America or any political subdivision thereof.

"***GAAP***" shall mean generally accepted accounting principles in the United States applied on a consistent basis and subject to the terms of Section 1.2.

"***Governmental Authority***" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"***Guarantee***" of or by any Person (the "***guarantor***") shall mean any legally binding obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly and including any obligation, direct or indirect, of the guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued in support of such Indebtedness or obligation; provided, that the term "Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which Guarantee is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"***Hazardous Materials***" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"***Hedging Agreements***" shall mean interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts, commodity agreements and other similar agreements or arrangements designed to protect against fluctuations in interest rates, currency values, stock values or commodity values.

"***Indebtedness***" of any Person shall mean, without duplication (i) obligations of such Person for borrowed money, (ii) obligations of such Person evidenced by bonds, debentures, notes or

other similar instruments, (iii) obligations of such Person in respect of the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business on terms customary in the trade), (iv) obligations of such Person under any conditional sale or other title retention agreement(s) relating to property acquired by such Person, (v) Capital Lease Obligations of such Person, (vi) obligations, contingent or otherwise, of such Person in respect of letters of credit, acceptances or similar extensions of credit, (vii) guaranties by such Person of the type of indebtedness described in clauses (i) through (v) above, (viii) all indebtedness of a third party secured by any Lien on property owned by such Person, whether or not such indebtedness has been assumed by such Person, (ix) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any capital stock of such Person, (x) off-balance sheet liability retained in connection with asset securitization programs, Synthetic Leases, sale and leaseback transactions or other similar obligations arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such Person and its Subsidiaries, and (xi) obligations of such Person under any interest rate Hedging Agreement or foreign exchange Hedging Agreement. For purposes of determining Indebtedness under clause (xi) the obligations of any Person in respect to any Hedging Agreement or foreign exchange Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Hedging Agreement were terminated at such time.

"***Indemnified Taxes***" shall mean Taxes imposed upon any payment made by the Borrower to any Lender under any Loan Document other than Excluded Taxes.

"***Indenture***" shall mean the Indenture dated as of September 10, 2003 by and between the Borrower and SunTrust Bank, as trustee, relating to the issuance of 4.75% notes due 2008 in an aggregate principal amount of $200,000,000.

"***Intercompany Note***" shall mean one or more intercompany notes executed and delivered by and among the Borrower and/or any of its Subsidiaries in substantially the form attached hereto as Exhibit C or any other form approved by the Administrative Agent.

"***Investments***" shall have the meaning given such term in Section 6.4 hereof.

"***Lenders***" shall have the meaning assigned to such term in the opening paragraph of this Agreement.

"Lender Default" shall mean (a) the failure (which has not been cured) of any Lender to make available its portion of the Loan or (b) a Lender having notified the Administrative Agent and/or the Borrower that it does not intend to comply with the obligations under Section 2.2.

"***Lien***" shall mean any mortgage, pledge, security interest, lien (statutory or otherwise), charge, encumbrance, hypothecation, assignment, deposit arrangement, or other arrangement having the practical effect of the foregoing or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional

sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing).

"***Loan Documents***" shall mean, collectively, this Agreement, the Notes (if any), and any and all other instruments, agreements, documents and writings executed in connection with any of the foregoing.

"***Loan***" shall mean have the meaning set forth in Section 2.2.

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

"Material Adverse Effect" shall mean, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets or liabilities of the Borrower and its Subsidiaries taken as a whole, (ii) the ability of the Borrower to perform any of their respective obligations under the Loan Documents, (iii) the rights and remedies of the Agent, the and the Lenders under any of the Loan Documents or (iv) the legality, validity or enforceability of any of the Loan Documents.

"***Material Subsidiary***" shall mean at any time any direct or indirect Subsidiary of the Borrower having: (a) assets in an amount equal to at least 5% of the total assets of the Borrower and its Subsidiaries determined on a consolidated basis as of the last day of the most recent fiscal quarter of the Borrower at such time; or (b) revenues or net income in an amount equal to at least 5% of the total revenues or net income of the Borrower and its Subsidiaries on a consolidated basis for the 12-month period ending on the last day of the most recent fiscal quarter of the Borrower at such time.

"***Maturity Date***" shall mean the earlier of (i) March 2, 2006 or (ii) the date on which the principal amount of the Loan has been declared or automatically has become due and payable (whether pursuant to Section 7.1 or otherwise).

"Merger" shall mean the merger of Merger Sub with FIS pursuant to the Merger Agreement.

"Merger Sub" shall mean C Co Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Borrower.

"Merger Agreement" shall mean that certain Agreement and Plan of Merger, dated as of September 14, 2005 by and among the Borrower, the Merger Sub and FIS.

"***Moody's***" shall mean Moody's Investors Service, Inc.

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

"Non-Defaulting Lender" shall mean and include each Lender other than a Defaulting Lender.

"***Notes***" shall mean, collectively, the Term Loan Notes.

"***Obligations***" shall mean all amounts owing by the Borrower to the Administrative Agent, the or any Lender pursuant to or in connection with this Agreement or any other Loan Document, including without limitation, all principal, interest (including any interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), all reimbursement obligations, fees, expenses, indemnification and reimbursement payments, costs and expenses (including all actual and reasonable fees and expenses of counsel to the Administrative Agent and any Lender incurred pursuant to this Agreement or any other Loan Document), whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising hereunder or thereunder, together with all renewals, extensions, modifications or refinancings thereof.

"***Other Taxes***" shall mean any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from the execution, delivery or enforcement of this Agreement or any other Loan Document.

"***Participant***" shall have the meaning set forth in Section 9.4(c).

Pay Proceeds Letter" shall have the meaning set forth in Section 3.2(b)(xii).

"***Payment Office***" shall mean the office of the Administrative Agent located at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, or such other location as to which the Administrative Agent shall have given written notice to the Borrower and the other Lenders.

"***PBGC***" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA, and any successor entity performing similar functions.

"***Permitted Acquisitions"*** shall mean any Acquisition so long as (a) at the time of such Acquisition, no Default or Event of Default is in existence or would result therefrom, (b) such acquisition has been approved or recommended by the board of directors of the Person being acquired and (c) the Total Acquisition Consideration of such Acquisition, when aggregated with the Total Acquisition Consideration of all Acquisitions consummated by the Borrower and its Consolidated Subsidiaries during the preceding 12 month period does not exceed $100,000,000.

"***Permitted Encumbrances***" shall mean:

(i) Liens imposed by law for taxes not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(ii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(iii) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(iv) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(v) judgment and attachment liens not giving rise to an Event of Default or Liens created by or existing from any litigation or legal proceeding that are currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP; and

(vi) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Borrower and its Subsidiaries taken as a whole;

provided, that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness for borrowed money.

"Permitted Investments" shall mean:

(i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(ii) commercial paper having the highest rating, at the time of acquisition thereof, of S&P or Moody's and in either case maturing within six months from the date of acquisition thereof;

(iii) certificates of deposit, bankers' acceptances and time deposits maturing within 180 days of the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial

bank organized under the laws of the United States or any state thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(iv) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (i) above and entered into with a financial institution satisfying the criteria described in clause (iii) above; and

(v) mutual funds investing solely in any one or more of the Permitted Investments described in clauses (i) through (iv) above; and

(vi) with respect to investments made by Foreign Subsidiaries, Investments (with maturities less than one year) of a non-speculative nature which are made with preservation of principal as the primary objective and in each case in accordance with normal investment practices for cash management of such Foreign Subsidiaries.

"Permitted Securitization Subsidiary" shall mean any Subsidiary of the Borrower that (i) is directly or indirectly wholly-owned by the Borrower, (ii) is formed and operated solely for purposes of a Permitted Securitization Transaction, (iii) has organizational documents which limit the permitted activities of such Permitted Securitization Subsidiary to the acquisition of accounts receivable and related rights from the Borrower or one or more of its Consolidated Subsidiaries or another Permitted Securitization Subsidiary, the securitization or other financing of such accounts receivable and related rights and activities necessary or incidental to the foregoing and (iv) such Permitted Securitization Subsidiary shall at all times be subject to each of the following: (A) it shall have at least one (1) member, manager, director or other similar person whose affirmative vote is required to permit such person to file

a voluntary bankruptcy proceeding or to amend its formation documents, which member, manager, director or other similar person is not affiliated with the Borrower or any of its Consolidated Subsidiaries or a current or prior officer, director or employee of any of them, (B) it shall not be permitted to incur any Indebtedness other than the Indebtedness related to the Permitted Securitization Transaction, unless such Indebtedness is non-recourse to such Permitted Securitization Subsidiary and is subordinated to the Indebtedness incurred in connection with the Permitted Securitization Transaction, (C) it will not be permitted to merge or consolidate with any person other than another Permitted Securitization Subsidiary and (D) its formation documents shall contain and it shall be subject to such restrictive covenants relating to its operations as shall be required by independent counsel in order for such counsel to deliver a reasoned, market-standard "non-consolidation" opinion.

"Permitted Securitization Transaction" shall mean the transfer by Borrower or one or more of its Consolidated Subsidiaries of receivables and rights related thereto to one or more Permitted Securitization Subsidiaries and the related financing of such receivables and rights related thereto; provided that (i) such transaction is non-recourse to Borrower and its Consolidated Subsidiaries (excluding any related Permitted Securitization Subsidiary), except for Standard Securitization Undertakings and (ii) the aggregate total amount of all Indebtedness outstanding to third parties under all Permitted Securitization Transactions shall not exceed $120,000,000 in the aggregate outstanding at any time.

"***Person***" shall mean any individual, partnership, firm, corporation, association, joint venture, limited liability company, trust or other entity, or any Governmental Authority.

"***Plan***" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"***Pro Rata Share***" shall mean, with respect to any Lender at any time, a percentage, the numerator of which shall be the sum of such Lender's Commitment and the denominator of which shall be the sum of all Lenders' Commitments; or if the Commitments have been terminated or expired or if the Loan has been declared to be due and payable, a percentage, the numerator of which shall be the sum of such Lender's Exposure and the denominator of which shall be the sum of the aggregate Exposure of all Lenders.

"***Related Parties***" shall mean, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"***Release***" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"***Required Lenders***" shall mean, at any time, Non-Defaulting Lenders holding more than 50% of the aggregate outstanding Exposures of all Non-Defaulting Lenders at such time or if the Non-Defaulting Lenders have no Exposure outstanding, then Non-Defaulting Lenders holding more than 50% of the aggregate Commitments of all Non-Defaulting Lenders.

"***Responsible Officer***" shall mean any of the president, the chief executive officer, the chief operating officer, the chief financial officer, the treasurer, controller or a vice president of the Borrower or such other representative of the Borrower as may be designated in writing by any one of the foregoing with the consent of the Administrative Agent; and, with respect to the financial covenants only, the chief financial officer or the treasurer of the Borrower.

"Restricted Investment" shall mean Investments by the Borrower or any of its Consolidated Subsidiaries in any Person other than the Borrower and its Consolidated Subsidiaries. In the event that any Investment made by the Borrower or any of its Consolidated Subsidiaries is not otherwise permitted under the provisions of this Agreement, such Investment shall be deemed to be a Restricted Investment.

"Restricted Payment" shall have the meaning set forth in Section 6.5.

"***Loan***" shall mean a loan made by a Lender to the Borrower under its Commitment**.**

"***S&P***" shall mean Standard & Poor's.

"Standard Securitization Undertakings" shall mean any obligations and undertakings of the Borrower and any Consolidated Subsidiary consisting of representations, warranties, covenants, and indemnities standard in securitization transactions and related servicing of receivables.

"***Subsidiary***" shall mean, with respect to any Person (the "***parent***"), any corporation, partnership, joint venture, limited liability company, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, partnership, joint venture, limited liability company, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power, or in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held. Unless otherwise indicated, all references to "Subsidiary" hereunder shall mean a Subsidiary of the Borrower.

"Synthetic Lease" shall mean any synthetic lease, tax retention operating lease or similar off-balance sheet financing product where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease under GAAP. For purposes of the Loan Documents, the Wisconsin and Florida leases described on Schedules 4.15 and 6.2 shall be deemed to be "Synthetic Leases" whether or not they otherwise comply with the definition thereof.

"***Taxes***" shall mean any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Total Acquisition Consideration" shall mean as at the date of any Acquisition**:** (a) the sum of, without duplication, (i) the amount of any cash and fair market value of other property given as consideration, including at such date the deferred payment of any such amounts, (ii) the amount (determined by using the outstanding amount or the amount payable at maturity, whichever is greater) of any obligations for money borrowed incurred, assumed or acquired by the Borrower or any Subsidiary in connection with such Acquisition, (iii) all amounts paid in respect of covenants not to compete and consulting agreements that should be recorded on the financial statements of the Borrower and its Subsidiaries in accordance with GAAP, and (iv) the aggregate fair market value of all other consideration given by the Borrower or any Subsidiary (including any shares of capital stock of the Borrower or any Subsidiary) in connection with such Acquisition**;** minus (b) all cash and cash equivalents (as determined in accordance with GAAP) acquired in connection with such Acquisition as reflected on a balance sheet for the acquired company or acquired assets, as applicable (prepared as of the closing date of the Acquisition).

"Transactions" shall have the meaning set forth in Section 3.2(b)(ix).

"***Wholly-Owned Subsidiary***" shall mean any Subsidiary all of the shares of capital stock or other ownership interests of which (except directors' qualifying shares, or, in the case of any

Subsidiary which is not organized or created under the laws of the United States of America or any political subdivision thereof, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such Subsidiary was incorporated or organized) are at the time directly or indirectly owned by the Borrower.

"***Withdrawal Liability***" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

Section 1.2. Accounting Terms and Determination. Unless otherwise defined or specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP as in effect from time to time, applied on a basis consistent (except for such changes approved by the Borrower's independent public accountants) with the most recent audited consolidated financial statement of the Borrower delivered pursuant to Section 5.1(a); provided, that if the Borrower notifies the Administrative Agent that the Borrower wishes to amend any covenant in Article VI to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend Article VI for such purpose), then the Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Required Lenders.

Section 1.3. Terms Generally. The definitions of terms herein shall apply equally to 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. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the word "to" means "to but excluding". Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as it was originally executed or as it may from time to time be amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (iii) the words "hereof", "herein" and "hereunder" and words of similar import shall be construed to refer to this Agreement as a whole and not to any particular provision hereof, (iv) all references to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles, Sections, Exhibits and Schedules to this Agreement and (v) all references to a specific time shall be construed to refer to the time in the city and state of the Administrative Agent's principal office, unless otherwise indicated.

ARTICLE II

AMOUNT AND TERMS OF THE COMMITMENTS

Section 2.1. General Description of Facility. Subject to and upon the terms and conditions herein set forth, each Lender severally agrees to make a portion of the Loan to the Borrower on the Closing Date in a principal amount equal to such Lender's Commitment.

Section 2.2. Commitments.

(a) Subject to the terms and conditions set forth herein during the Availability Period, each Lender severally agrees to make a single loan (the "*Loan*") to the Borrower on the Closing Date in a principal amount up to the Commitment of such Lender (with a lesser amount as may be specified by Borrower in the Pay Proceeds Letter); provided, that if for any reason (other than due to the failure of such Lender to perform its obligations hereunder in accordance with the terms of this Agreement) the full amount of such Lender's Commitment is not fully drawn by the Borrower on the Closing Date, the undrawn portion thereof shall automatically be cancelled. The satisfaction of all conditions precedent pursuant to Section 3.2 prior to expiration of the Availability Period shall be deemed to constitute the Borrower's request to borrow the Loan on the Closing Date.

(b) Each Lender will make available its portion of the Loan to be made by it hereunder on the Closing Date by wire transfer in immediately available funds by 11:00 a.m. to the Administrative Agent at the Payment Office. The Administrative Agent will make such portion of the Loan available to the Borrower by promptly crediting the amounts that it receives, in like funds by the close of business on the Closing Date, to an account maintained by the Borrower with the Administrative Agent or at the Borrower's option, by effecting an intrabank transfer of such amounts to SunTrust, in its capacity as Paying Agent for the Dividend, as designated by the Borrower to the Administrative Agent in the Pay Proceeds Letter.

Section 2.3. Termination of Commitments. The Commitments shall terminate on the Closing Date upon the making of the Loan pursuant to Section 2.2.

Section 2.4. Repayment of Loan. The Borrower unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of the Loan in full on the Maturity Date.

Section 2.5. Mandatory Repayment. On the effective date of the consummation of the Merger, the Borrower shall repay the entire amount of the Loan plus all accrued interest thereon.

Section 2.6. Optional Prepayments.

The Borrower shall have the right at any time and from time to time to prepay any Borrowing, in whole or in part, without premium or penalty, by giving irrevocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent not less than one

Business Day prior to the date of such prepayment. Each such notice shall be irrevocable and shall specify the proposed date of such prepayment and the principal amount of each Borrowing or portion thereof to be prepaid. Upon receipt of any such notice, the Administrative Agent shall promptly notify each affected Lender of the contents thereof and of such Lender's Pro Rata Share of any such prepayment. If such notice is given, the aggregate amount specified in such notice shall be due and payable on the date designated in such notice, together with accrued interest to such date on the amount so prepaid in accordance with Section 2.8.

Section 2.7. Evidence of Indebtedness. (a) Each Lender shall maintain in accordance with its usual practice appropriate records evidencing the indebtedness of the Borrower to such Lender resulting from the Loan from time to time, including the amounts of principal and interest payable thereon and paid to such Lender from time to time under this Agreement. The Administrative Agent shall maintain appropriate records in which shall be recorded (i) the Commitment of each Lender, (ii) the amount of the Loan made hereunder by each Lender, (iii) the date and amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder in respect of the Loan and (iv) both the date and amount of any sum received by the Administrative Agent hereunder from the Borrower in respect of the Loan and each Lender's Pro Rata Share thereof. The entries made in such records shall be *prima facie* evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, that the failure or delay of any Lender or the Administrative Agent in maintaining or making entries into any such record or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loan (both principal and unpaid accrued interest) of such Lender in accordance with the terms of this Agreement.

(b) At the request of any Lender at any time, the Borrower agrees that it will execute and deliver to such Lender a Term Loan Note payable to the order of such Lender.

Section 2.8 .. Interest on Loan.

(a) The Borrower shall pay interest on the Loan at the Base Rate in effect from time to time.

(b) While an Event of Default exists or after acceleration, at the option of the Required Lenders, the Borrower shall pay interest ("***Default Interest***") with respect to the Loan at the Base Rate in effect, *plus* an additional 2% per annum.

(c) Interest on the principal amount of the Loan shall accrue from and including the date the Loan are made to but excluding the date of any repayment thereof. Interest on the Loan shall be due and payable on the Maturity Date. All Default Interest shall be payable on demand.

(d) The Administrative Agent shall determine each interest rate applicable to the Loan hereunder and shall promptly notify the Borrower and the Lenders of such rate in writing (or by telephone, promptly confirmed in writing). Any such determination shall be conclusive and binding for all purposes, absent manifest error.

Section 2.9. Fees.

The Borrower shall pay to the Administrative Agent for its own account fees in the amounts and at the times previously agreed upon by the Borrower and the Administrative Agent pursuant to that certain Fee Letter dated September 14, 2005 among Borrower, SunTrust Bank and SunTrust Capital Markets, Inc.

Section 2.10. Computation of Interest. Interest based on the prime lending rate hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of an interest amount hereunder shall be made in good faith and, except for manifest error, shall be final, conclusive and binding for all purposes.

Section 2.11. Increased Costs.

If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(ii) impose on any Lender any other condition affecting this Agreement or any or any participation therein;

and the result of the foregoing is to increase the cost to such Lender of making or maintaining a Loan or to increase the cost to such Lender or to reduce the amount received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then the Borrower shall promptly pay, upon written notice from and demand by such Lender on the Borrower (with a copy of such notice and demand to the Administrative Agent), to the Administrative Agent for the account of such Lender, within five Business Days after the date of such notice and demand, additional amount or amounts sufficient to compensate such Lender as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender shall have determined that on or after the date of this Agreement any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital (or on the capital of such Lender's parent corporation) as a consequence of its obligations hereunder to a level below that which such Lender or its parent corporation could have achieved but for such Change in Law (taking into consideration such Lender's policies or the policies of such Lender's parent corporation with respect to capital adequacy) then, from time to time, within five (5) Business Days after receipt by the Borrower of written demand by such Lender (with a copy thereof to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender or such Lender's parent corporation for any such reduction suffered.

(c) A certificate of a Lender or the setting forth the amount or amounts necessary to compensate such Lender or such Lender's parent corporation, as the case may be, specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower (with a copy to the Administrative Agent) and shall be conclusive, absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender under this Section for any increased costs or reductions incurred more than 120 days prior to the date that such Lender or the notifies the Borrower of such increased costs or reductions and of such Lender's intention to claim compensation therefor.

Section 2.12. Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided, that if the Borrower shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or any Lender shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent, each Lender , within five (5) Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or by the Administrative Agent on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Foreign Lender shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit all payments under this Agreement to be made without withholding. Without limiting the generality of the foregoing, each Foreign Lender agrees that it will deliver to the Administrative Agent and the Borrower (or in the case of a Participant, to the Lender from which the related participation shall have been purchased) (i) two (2) duly completed copies of Internal Revenue Service Form W-8ECI or W-8BEN, or any successor form thereto, as the case may be, certifying in each case that such Foreign Lender is entitled to receive payments made by the Borrower hereunder and under the Notes payable to it, without deduction or withholding of any United States federal income taxes and (ii) a duly completed Internal Revenue Service Form W-8 or W-9, or any successor form thereto, as the case may be, to establish an exemption from United State backup withholding tax. Each such Foreign Lender shall deliver to the Borrower and the Administrative Agent such forms on or before the date that it becomes a party to this Agreement (or in the case of a Participant, on or before the date such Participant purchases the related participation). In addition, each such Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender. Each such Lender shall promptly notify the Borrower and the Administrative Agent at any time that it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose) which notice shall create in Borrower the right to replace such Lender pursuant to Section 2.14 hereof.

(f) Each Lender agrees upon the request of the Borrower and at the Borrower's expense to complete, accurately and in a manner reasonably satisfactory to the Borrower and the Administrative Agent, and to execute, arrange for any required certification of, and deliver to the Borrower (with a copy to the Administrative Agent) (or to such government or taxing authority as the Borrower or Administrative Agent reasonably directs), any other form or document that may be required under the laws of any jurisdiction outside the United States to allow the Borrower to make a payment under this Agreement or the other Loan Documents without any deduction or withholding for or on account of any taxes of the type described in Section 2.12 hereof or with any such deduction or withholding for or on account of such taxes at a reduced rate, in each case so long as such Lender is (i) legally entitled to provide such certification and deliver such form or document and (ii) such action is consistent with its overall tax policies and is not otherwise, in the judgment of such Lender, impractical or disadvantageous in any material respect to such Lender.

(g) Notwithstanding any provision of Section 2.12 above to the contrary, the Borrower shall not have any obligations to pay any taxes or to indemnify any Lender for such taxes pursuant to this Section 2.12 to the extent that such taxes result from (i) the failure of any Bank to comply with its obligations pursuant to Section 2.12 (f) or (ii) any representation made on Form 1001, 4224 or W-8 or successor applicable form or certification by any Lender incurring such taxes proving to have been incorrect, false or misleading in any material respect when so made or deemed to be made or (iii) such Lender changing its Applicable Lending Office to a jurisdiction in which such taxes arise, except to the extent in the judgment of such Lender such change was required by the terms of this Agreement.

(h) To the extent that the payment of any Lender's Indemnified Taxes or Other Taxes by the Borrower hereunder gives rise from time to time to a Tax Benefit to such lender in any jurisdiction other than the jurisdiction which imposed such Indemnified Taxes or Other Taxes, such Lender shall pay to the Borrower the amount of each such Tax Benefit so recognized or received. The amount of each Tax Benefit and, therefore, payment to the Borrower will be determined from time to time by the relevant Lender in its sole discretion, which determination shall be binding and conclusive on all parties hereto. Each such payment will be due and payable by such Lender to the Borrower within a reasonable time after the filing of the tax return in which such Tax Benefit is recognized or, in the case of any tax refund, after the refund is received; provided, however, if at any time thereafter such Lender is required to rescind such Tax Benefit or such Tax Benefit is otherwise disallowed or nullified, the Borrower shall promptly, after notice thereof from such Lender, repay to such Lender the amount of such Tax Benefit previously paid to such Lender and which has been rescinded, disallowed or nullified. For purposes hereof, the term "Tax Benefit" shall mean the amount by which any Lender's income tax liability for the taxable period in question is reduced below what would have been payable had the Borrower not been required to pay such Lender's taxes hereunder.

Section 2.13. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or of amounts payable under Section 2.11 or 2.12, or otherwise) prior to 3:00 p.m. (Atlanta time) on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Payment Office, except that payments pursuant to Sections 2.11, 2.12 and 9.3 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be made payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on account of the Loan that would result in such Lender receiving payment of a greater proportion of the aggregate amount of the Loan and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loan of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective amount of the Loan; provided, that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as

---

consideration for the assignment of or sale of a participation in any of its portion of the Loan or s to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount or amounts due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.2 (b), or 9.3(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.14. Mitigation of Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.11, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.12, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking the Loan hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the sole judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable under Section 2.11 or Section 2.12, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all costs and expenses incurred by any Lender in connection with such designation or assignment.

(b) If any Lender requests compensation under Section 2.11, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority of the account of any Lender pursuant to Section 2.12, or any Lender defaults in its obligation to fund its portion of the Loan hereunder, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions set forth in Section 9.4(b) all its interests, rights

and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender); provided, that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal amount of the Loan owed to it, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (in the case of such outstanding principal and accrued interest) and from the Borrower (in the case of all other amounts) and (iii) in the case of a claim for compensation under Section 2.11 or payments required to be made pursuant to Section 2.12, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if , prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE III

CONDITIONS PRECEDENT TO LOAN

Section 3.1. Conditions to Effectiveness of Agreement. This Agreement shall become effective upon a counterpart of this Agreement signed by or on behalf of each party thereto or written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

Section 3.2. Conditions To Funding of the Loan. The obligations of the Lenders to make the Loan is subject to the satisfaction (or waiver in accordance with Section 9.2) of the following conditions precedent:

(a) On the Closing Date, the Administrative Agent shall have received all fees and other amounts due and payable (other than those previously paid on or prior to the Closing Date), including reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder, under any other Loan Document and under any agreement with the Administrative Agent or SunTrust Capital Markets, Inc., as Arranger.

(b) The Administrative Agent (or its counsel) shall have received the following on or prior to the Closing Date:

(i) a counterpart of this Agreement signed by or on behalf of each party thereto or written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement;

(ii) duly executed Notes payable to such Lender;

(iii) a certificate of the Secretary or Assistant Secretary of the Borrower, dated the Closing Date, attaching and certifying copies of its bylaws and of the resolutions of its boards of directors, authorizing the execution, delivery and performance of the Loan Documents to which it is a party and certifying the name, title and true signature of each officer of the Borrower executing the Loan Documents to which it is a party;

(iv) certified copies of the articles of incorporation or other charter documents of the Borrower, together with certificates of good standing or existence, as may be available recently from the Secretary of State of the jurisdiction of incorporation of the Borrower and the jurisdiction where the Borrower has its principal place of business;

(v) a favorable written opinion of Kilpatrick Stockton, L.L.P., counsel to the Borrower, dated the Closing Date, addressed to the Administrative Agent and each of the Lenders, in a form reasonably satisfactory to the Agent, a favorable written opinion of the general counsel of the Borrower, dated the Closing Date, addressed to the Administrative Agent and each of the Lenders, in a form reasonably satisfactory to the Agent, and a favorable written opinion from Nelson Mullins Riley & Scarborough, L.L.P., special counsel to the Borrower, dated the Closing Date, addressed to the Administrative Agent and each of the Lenders, in a form reasonably satisfactory to the Agent;

(vi) delivery of a duly executed payoff letter, in form and substance reasonably satisfactory to Agent, executed by the administrative agent under that certain Revolving Credit Agreement dated as of September 3, 2003 (as amended, modified or otherwise supplemented to date, the “Existing Credit Agreement”), by and among the Borrowers party thereto, the Administrative Agent and the other Lenders party thereto) evidencing, among other things, that the Existing Credit Agreement will terminate upon the payment in full of all outstanding obligations thereunder (other than contingent obligations which expressly survive termination of such agreement);

(vii) a certificate, dated the Closing Date, and signed by a Responsible Officer of the Borrower, confirming, among other things, compliance with the conditions of Section 3.2 and certifying that (A) after giving effect to the Loan, no Default or Event of Default shall exist; and (B) all representations and warranties of the Borrower set forth in the Loan Documents shall be true and correct in all material respects on and as of such date;

(viii) Receipt by the Administrative Agent of pro forma consolidated financial statements of the Borrower and its Subsidiaries after giving effect to the Merger, including balance sheets and income statements prepared in conformity in all material respects with GAAP;

(ix) Each of FIS, Merger Sub and the Borrower, as the case may be, shall have obtained (A) all governmental, shareholder and third party consents and approvals required as conditions precedent to consummation of Merger pursuant to the Merger Agreement and (B) all shareholder and third party consents and approvals necessary in connection with the payment of the Dividend and the incurrence and repayment of the Loan

(collectively, including the Merger, the "Transactions") and, in the case of clauses (A) and (B) shall remain in effect and all applicable waiting periods that could reasonably be expected to restrain, prevent or impose any material adverse conditions on the Transactions or that could seek to threaten the Transactions shall have expired without any action being taken by any authority;

(x) Administrative Agent shall have received a certification from Borrower, dated as the Closing Date, substantially in the form of Exhibit 3.1(b)(x), signed by a Responsible Officer of the Borrower;

(xi) Administrative Agent shall have received a certification from Borrower, dated as the Closing Date, substantially in the form of Exhibit 3.1(b)(xi), signed by the chief financial officer of the Borrower as to the solvency of the Borrower and its Subsidiaries In addition to the foregoing, Administrative Agent shall be reasonably satisfied as to the matters set forth in such certification;

(xii) Administrative Agent shall have received a certification from FIS to the Borrower, dated as the Closing Date, substantially in the form of Exhibit 3.1(b)(xii), signed by a Responsible Officer of FIS;

(xiii) Administrative Agent shall have received a Pay Proceeds Letter signed by a Responsible Officer of the Borrower, which letter shall set forth a direction from Borrower to Administrative Agent as to the disbursement by intrabank transfer of a portion of the Loan proceeds to be made on the Closing Date to SunTrust, in its capacity as Paying Agent for the Dividend, with any remaining portion of the Loan to be disbursed into an account designated by the Borrower;

(xiv) Administrative Agent shall have received appropriate waivers and consents to the Merger in connection with the Wisconsin and Florida Synthetic Leases described on Schedules 4.15 and 6.2; and

(xv) Administrative Agent shall have received such other documents, certificates or information with respect to the Borrower as it or the Required Lenders may reasonably request.

(c) No actions, suits or other legal proceedings shall be pending or, to the knowledge of the Borrower, threatened, against or affecting the Administrative Agent, the Lenders, the Borrower or any of its Consolidated Subsidiaries which seek to enjoin or restrain the consummation of the Loan Documents.

Section 3.3. Delivery of Documents. All of the Loan Documents, certificates, legal opinions and other documents and papers referred to in this Article III, unless otherwise specified, shall be delivered to the Administrative Agent for the account of each of the Lenders and, except for

the Notes, in sufficient counterparts or copies for each of the Lenders and shall be in form and substance satisfactory in all respects to the Administrative Agent.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and each Lender as follows:

Section 4.1. Existence; Power. The Borrower and each of its Consolidated Subsidiaries (i) is duly organized, validly existing and in good standing as a corporation, limited liability company or limited partnership, as the case may be, under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted, and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

Section 4.2. Organizational Power; Authorization. The execution, delivery and performance by the Borrower of the Loan Documents to which it is a party are within the Borrower's organizational powers and have been duly authorized by all necessary organizational, and if required, stockholder, action. This Agreement has been duly executed and delivered by the Borrower, and constitutes, and each other Loan Document to which the Borrower is a party, when executed and delivered by the Borrower, will constitute, valid and binding obligations of the Borrower, enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 4.3. Governmental Approvals; No Conflicts. The execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents to which it is a party (a) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect or where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (b) will not violate any applicable law or regulation or any order of any Governmental Authority which could reasonably be expected to have a Material Adverse Effect, (c) will not violate the charter, by-laws or other organizational documents of the Borrower or any of its Consolidated Subsidiaries, (d) will not violate or result in a default under any indenture, material agreement or other material instrument binding on the Borrower or any of its Consolidated Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Consolidated Subsidiaries and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Consolidated Subsidiaries, except Liens (if any) created under the Loan Documents.

Section 4.4. Financial Statements. (a) The Borrower has furnished to each Lender: (i) the audited combined balance sheet of the Borrower and its Consolidated Subsidiaries as of December 31, 2004 and the related combined statements of income, changes in shareholders' equity and cash flows for the fiscal year then ended prepared by Ernst & Young LLP; (ii) the unaudited combined balance sheet of the Borrower and its Consolidated Subsidiaries as at June 30, 2005, and the related unaudited combined statements of income and cash flows for the fiscal quarter and year-to-date period then ending, and (iii) the unaudited combined balance sheet of FIS and its consolidated subsidiaries as at June 30, 2005, and the related unaudited combined statements of income and cash flows for the fiscal quarter and year-to-date period then ending, in each case certified by a Responsible Officer. Such financial statements fairly present in all material respects the combined financial condition of the Borrower and its Consolidated Subsidiaries and FIS and its consolidated subsidiaries as of such dates and the combined results of operations for such periods in conformity with GAAP consistently applied, subject to year end audit adjustments and the absence of footnotes in the case of the statements referred to in clauses (ii) and (iii).

(b) No material adverse change has occurred in the business, operations, financial condition or liabilities (contingent or otherwise) of (x) FIS and its subsidiaries as reflected in its consolidated financial statement as of June 30, 2005 or (y) the Borrower and its subsidiaries or affiliates as reflected in its consolidated financial statements as of June 30, 2005, in each case (under clause (x) and (y) above of this paragraph) other than any change, circumstance, effect, event or occurrence resulting from (1) changes in general economic conditions affecting the United States, (2) general changes or developments in the industries in which the Borrower and its Subsidiaries and FIS and its subsidiaries presently operate, and (3) the announcement of the Merger and the transactions contemplated by the Merger, including any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, distributors, partners or employees of the Borrower and its Subsidiaries or FIS and its Subsidiaries to the extent due to the announcement and performance of the Merger or the identity of the parties to the Merger, including compliance with the covenants set forth in the Merger Agreement, unless, in the case of the foregoing clauses (1) and (2), (i) such changes referred to therein have a materially disproportionate effect on the Borrower and its Subsidiaries taken as a whole or FIS and its Subsidiaries taken as a whole relative to other participants in the industries in which the Borrower and its Subsidiaries or FIS and its Subsidiaries operates, or (ii) would have a material adverse effect on the ability of Borrower and its Subsidiaries or FIS and its Subsidiaries to perform their respective obligations hereunder or under any documents executed in connection with the Merger to which the Borrower or FIS is or will become a party, or to consummate the transactions contemplated by the merger agreement relating to the Merger on a timely basis.

Section 4.5. Litigation and Environmental Matters.

(a) No litigation, investigation or proceeding of or before any arbitrators or Governmental Authorities is pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Consolidated Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or (ii) which in any manner challenges the validity or enforceability of this Agreement or any other Loan Document.

(b) Except for the matters set forth on Schedule 4.5 and except for matters which could not reasonably be expected to have a Material Adverse Effect, neither the Borrower nor any of its Consolidated Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability in each case.

Section 4.6. Compliance with Laws and Agreements. Except where non-compliance, either singly or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, the Borrower and each Consolidated Subsidiary is in compliance with (a) all applicable laws, rules, regulations and orders of any Governmental Authority, and (b) all indentures, agreements or other instruments binding upon it or its properties,.

Section 4.7. Investment Company Act, Etc. Neither the Borrower nor any of its Consolidated Subsidiaries is (a) an "investment company", as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended, (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935, as amended or (c) otherwise subject to any other regulatory scheme limiting its ability to incur debt.

Section 4.8. Taxes. The Borrower and its Consolidated Subsidiaries have timely filed or caused to be filed all Federal income tax returns and all other material tax returns that are required to be filed by them, and have paid all taxes shown to be due and payable on such returns or on any assessments made against it or its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority, except (i) to the extent the failure to do so would not have a Material Adverse Effect or (ii) where the same are currently being contested in good faith by appropriate proceedings and for which the Borrower or such Consolidated Subsidiary, as the case may be, has set aside on its books adequate reserves.

Section 4.9. Margin Regulations. None of the proceeds of the Loan will be used for "purchasing" or "carrying" any "margin stock" with the respective meanings of each of such terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the applicable Margin Regulations.

Section 4.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than $5,000,000 the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than $5,000,000 the fair market value of the assets of all such underfunded Plans.

Section 4.11. Ownership of Property.

(a) Each of the Borrower and its Consolidated Subsidiaries has good title to, or valid leasehold interests in, all of its real and personal property material to the operation of its business, except for any such failure that, individually or in the aggregate, would not have a Material Adverse Effect.

(b) Each of the Borrower and its Consolidated Subsidiaries owns, or is licensed, or otherwise has the right, to use, all patents, trademarks, service marks, tradenames, copyrights and other intellectual property material to its business, and the use thereof by the Borrower and its Consolidated Subsidiaries does not infringe on the rights of any other Person, except for any such infringements that, individually or in the aggregate, would not have a Material Adverse Effect.

Section 4.12. Disclosure. The Borrower has disclosed to the Lenders all agreements, instruments, and corporate or other restrictions to which the Borrower or any of its Consolidated Subsidiaries is subject, and all other matters known to any of them, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No reports (including without limitation all reports that the Borrower is required to file with the Securities and Exchange Commission), financial statements, certificates or other information furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation or syndication of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by any other information so furnished) contain any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in light of the circumstances under which they were made, not misleading.

Section 4.13. Labor Relations. There are no strikes, lockouts or other material labor disputes or grievances against the Borrower or any of its Consolidated Subsidiaries, or, to the Borrower's knowledge, threatened against or affecting the Borrower or any of its Consolidated Subsidiaries, and no significant unfair labor practice, charges or grievances are pending against the Borrower or any of its Consolidated Subsidiaries, or to the Borrower's knowledge, threatened against any of them before any Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

Section 4.14. Subsidiaries. As of the Closing Date, Schedule 4.14 sets forth the name of, the ownership interest of the Borrower in, the jurisdiction of incorporation of, and the type of, each Subsidiary.

Section 4.15. Indebtedness at Closing Date. As of the Closing Date, the Borrower and its Consolidated Subsidiaries have no Indebtedness except as set forth on Schedule 4.15.

Section 4.16. Investments. As of March 31, 2004, the Borrower and its Consolidated Subsidiaries have no Investments (other than Permitted Investments), which individually exceed $1,000,000 or in the aggregate exceed $10,000,000, except as set forth on Schedule 4.16 (which shall identify those existing Investments that are being repaid or satisfied on the Closing Date, with the understanding that the amount of such Investments as identified on Schedule 4.16 represent only activity through December 31, 2005 and that the actual amount of such Investments being repaid or satisfied will include all activity prior to the Closing Date; provided, however, that the amounts so repaid or satisfied will not be materially different from those set forth on Schedule 4.16) provided, however, that where offsetting Investments exist between any two Persons, Schedule 4.16 may give effect to the netting of such Investments between those Persons by only disclosing a single investment by one Person in the other Person.

Section 4.17. Foreign Assets Control Regulations, etc. Neither the making of any Loan nor the use of the proceeds thereof nor the issuance of any will violate (a) the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (b) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") or (c) Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism). Without limiting the foregoing, neither the Borrower nor any of its Consolidated Subsidiaries is a "blocked person" as described in Section 1 of such Executive Order.

Section 4.18. FIS Credit Facility. As of the Closing Date (a) the FIS Credit Facility is in full force and effect and there are no defaults thereunder, (b) all consents necessary for the Merger have been obtained under the FIS Credit Facility, (c) after giving effect to the Merger, there will be in excess of $250 million of availability under the FIS Credit Facility which on the effective date of the consummation of the Merger can be borrowed to repay the Loan in full, and there are no restrictions in the FIS Credit Facility that would prohibit the making of such loan.

Section 4.19. Solvency. The Borrower and its Subsidiaries prior to and immediately after the effectiveness of the Merger: (a) owns and will own assets the fair saleable value of which taken as a whole are (i) greater than the total amount of their liabilities (including contingent liabilities), and (ii) greater than the amount that will be required to pay the probable liabilities of their then existing debts as they become absolute and matured considering all financing alternatives and potential asset sales reasonably available to them; (b) have capital that is not unreasonably small in relation to their business as presently conducted or after giving effect to any contemplated

transaction; and (c) do not intend to incur and do not believe that they will incur debts beyond their ability to pay such debts as they become due.

ARTICLE V

AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that, from and after the Closing Date, so long as any Lender has a Commitment hereunder or the principal of and interest on any Loan or any fee remains unpaid or any remains outstanding:

Section 5.1. Financial Statements and Other Information. The Borrower will deliver to the Administrative Agent (who, in turn, shall promptly deliver to the Lenders):

(a) as soon as available and in any event within 90 days after the end of each fiscal year of Borrower, a copy of the annual audited report for such fiscal year for the Borrower and its Subsidiaries, containing a consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, stockholders' equity and cash flows (together with all footnotes thereto) of the Borrower and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and reported on by Ernst & Young LLP or other independent public accountants of nationally recognized standing (without a "going concern" or like qualification, exception or explanation and without any qualification or exception as to scope of such audit) to the effect that such financial statements present fairly in all material respects the financial condition and the results of operations of the Borrower and its Subsidiaries for such fiscal year on a consolidated basis in accordance with GAAP and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards;

(b) as soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, an unaudited consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal quarter and the related unaudited consolidated statements of income and cash flows of the Borrower and its Subsidiaries for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of Borrower's previous fiscal year, all certified by the chief financial officer or treasurer of the Borrower as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with the delivery of the financial statements referred to in clauses (a) and (b) above, a certificate of a Responsible Officer, (i) certifying as to whether there exists a Default or Event of Default on the date of such certificate, and if a Default or an Event of Default

then exists, specifying the details thereof and the action which the Borrower has taken or proposes to take with respect thereto, (ii) stating whether any change in GAAP or the application thereof has occurred since the date of the Borrower's audited financial statements referred to in Section 4.4 and, if any change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) concurrently with the delivery of the financial statements referred to in clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained any knowledge during the course of their examination of such financial statements of any Default or Event of Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all functions of said Commission, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be; and

(f) promptly following any request therefor, such other information regarding the results of operations, business affairs and financial condition of the Borrower or any Subsidiary as the Administrative Agent or any Lender may reasonably request.

Section 5.2 Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of the Borrower, affecting the Borrower or any Subsidiary which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any event or any other development (which individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect) by which the Borrower or any of its Consolidated Subsidiaries (i) fails to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) becomes subject to any Environmental Liability, (iii) receives notice of any claim with respect to any Environmental Liability, or (iv) becomes aware of any basis for any Environmental Liability;

(d) the occurrence of any ERISA Event that alone, or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Consolidated Subsidiaries in an aggregate amount exceeding $5,000,000;

(e) the occurrence of any Event of Default (as such term is defined in the Indenture) under or pursuant to the Indenture; and

(f) any development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a written statement of a Responsible Officer setting forth the details of the event or development requiring such notice and, if applicable, any action taken or proposed to be taken with respect thereto.

Section 5.3. Existence; Conduct of Business. The Borrower will, and will cause each of its Consolidated Subsidiaries to, do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence and its respective rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business and will continue to engage in the same business as presently conducted or such other businesses that are reasonably related thereto; provided, that nothing in this Section shall prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.3.

Section 5.4. Compliance with Laws, Etc. The Borrower will, and will cause each of its Consolidated Subsidiaries to, comply with all laws, rules, regulations and requirements of any Governmental Authority applicable to its properties, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.5. Payment of Obligations. The Borrower will, and will cause each of its Consolidated Subsidiaries to, pay and discharge at or before maturity, all of its obligations and liabilities (including without limitation all tax liabilities and claims that could result in a statutory Lien) before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

Section 5.6. Books and Records. The Borrower will, and will cause each of its Consolidated Subsidiaries to, keep proper books of record and account in which full, true and correct entries shall be made of all material dealings and transactions in relation to its business and activities to the extent necessary to prepare the consolidated financial statements of Borrower in conformity with GAAP.

Section 5.7. Visitation, Inspection, Etc. The Borrower will, and will cause each of its Consolidated Subsidiaries to, permit any representative of the Administrative Agent or any Lender, to visit and inspect its properties, to examine its books and records and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with any of its officers and with its independent certified public accountants, all at such reasonable times and as often as the

Administrative Agent or any Lender may reasonably request after reasonable prior notice to the Borrower.

Section 5.8. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Consolidated Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, subject to ordinary wear and tear, except where the failure to do so, either individually or it the aggregate, could not reasonably be expected to result in a Material Adverse Effect and (b) maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business, and the properties and business of its Consolidated Subsidiaries, against loss or damage of the kinds customarily insured against by companies in the same or similar businesses operating in the same or similar locations.

Section 5.9. Use of Proceeds . The Borrower will use the proceeds of the Loan to pay the Dividend and to pay certain fees and expenses relating to the transactions contemplated by this Agreement and the Merger Agreement. No part of the proceeds of the Loan will be used, whether directly or indirectly, for any purpose that would violate any rule or regulation of the Board of Governors of the Federal Reserve System, including Regulations T, U or X.

Section 5.10. Dividend. The payment of the Dividend will be made in compliance with the requirements of all applicable laws.

ARTICLE VI

NEGATIVE COVENANTS

The Borrower covenants and agrees that, from and after the Closing Date, so long as any Lender has a Commitment hereunder or the principal of or interest on any Loan remains unpaid or any fee remains unpaid or outstanding:

Section 6.1. Subsidiary Indebtedness. The Borrower will not permit any of its Consolidated Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness existing on the Closing Date and set forth on Schedule 4.15 and extensions, renewals and replacements of any such Indebtedness that do not (i) in the case of revolving credit, increase the maximum principal amount thereof and (ii) in the case of term loans, increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(b) Indebtedness of any Consolidated Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations; provided, that such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvements and extensions, renewals, and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(c) Indebtedness of any Consolidated Subsidiary owing to the Borrower or any other Consolidated Subsidiary; provided, that any such Indebtedness shall be subject to Section 6.4;

(d) Indebtedness in respect of obligations under Hedging Agreements permitted by Section 6.9;

(e) Guarantees by any Consolidated Subsidiary of Indebtedness of any other Consolidated Subsidiary; provided, that such Guarantees of Indebtedness of any Consolidated Subsidiary shall be subject to Section 6.4;

(f) Indebtedness of any Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) incurred in connection with any Permitted Securitization Transaction; and

(g) other unsecured Indebtedness of Consolidated Subsidiaries in an aggregate principal amount not to exceed $20,000,000 at any time outstanding.

Section 6.2. Negative Pledge. The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, create, incur, assume or suffer to exist any Lien on any of its assets or property now owned or hereafter acquired or, except:

(a) Permitted Encumbrances;

(b) any Liens on any property or asset of the Borrower or any Consolidated Subsidiary existing on the Closing Date and set forth on Schedule 6.2; provided, that such Lien shall not apply to any other property or asset of the Borrower or any Consolidated Subsidiary;

(c) purchase money Liens upon or in any fixed or capital assets to secure the purchase price or the cost of construction or improvement of such fixed or capital assets or to secure Indebtedness incurred solely for the purpose of financing the acquisition, construction or improvement of such fixed or capital assets (including Liens securing any Capital Lease Obligations); provided, that (i) such Lien attaches to such asset concurrently or within 90 days after the acquisition, improvement or completion of the construction thereof; (ii) such Lien does not extend to any other asset; and (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets;

(d) extensions, renewals, or replacements of any Lien referred to in paragraphs (a) through (c) of this Section; provided, that the principal amount of the Indebtedness secured thereby is not increased and that any such extension, renewal or replacement is limited to the assets originally encumbered thereby;

(e) any Lien against the Borrower or any Consolidated Subsidiary evidencing the transfer of any receivables and related property to any Permitted Securitization Subsidiary (to the

extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction;

(f) any Lien against a Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction; and

(g) other Liens securing Indebtedness and other obligations in the aggregate which do not to exceed 5% of Consolidated Total Assets at any time.

Section 6.3. Fundamental Changes.

(a) The Borrower will not, and will not permit any Consolidated Subsidiary to, merge into or consolidate into any other Person, or permit any other Person to merge into or consolidate with it, or sell, lease, transfer or otherwise dispose of (in a single transaction or a series of transactions) all or substantially all of its assets (in each case, whether now owned or hereafter acquired) or all or substantially all of the stock of any of its Consolidated Subsidiaries (in each case, whether now owned or hereafter acquired) or liquidate or dissolve; provided, that this Section 6.3 shall not prohibit the consummation of the Merger and the Transactions, and if at the time thereof and immediately after giving effect thereto, no Default or Event of Default shall have occurred and be continuing (i) the Borrower or any Consolidated Subsidiary may merge with a Person if the Borrower (or such Consolidated Subsidiary if the Borrower is not a party to such merger) is the surviving Person, (ii) any Consolidated Subsidiary may merge into another Consolidated Subsidiary, (iii) any Consolidated Subsidiary may sell, transfer, lease or otherwise dispose of all or substantially all of its assets to the Borrower or to a Consolidated Subsidiary, (iv) any Consolidated Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (v) any Consolidated Subsidiary may be sold so long as such sale is permitted under Section 6.6; provided, that any such merger involving a Person that is not a Wholly-Owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 6.4; provided, further, that at any time, (x) any one or more Permitted Securitization Subsidiaries may merge into or consolidate with any one or more Permitted Securitization Subsidiaries and (y) any Permitted Securitization Subsidiary may be liquidated or dissolved.

(b) The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Consolidated Subsidiaries on the date hereof and businesses reasonably related thereto and to consummate a Permitted Securitization Transaction.

Section 6.4. Investments, Loans, Acquisitions, Etc. The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a Wholly-Owned Subsidiary prior to such merger), any common stock, evidence of indebtedness or other securities (including any option, warrant, or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other

Person (all of the foregoing being collectively called "*Investments*", which term shall include all Restricted Investments but shall exclude all Acquisitions and shall exclude the rendition of services and provision of property or any charge therefor), or consummate any Acquisitions, except:

(a) Permitted Investments;

(b) Guarantees constituting Indebtedness not prohibited by Section 6.1; provided, that the aggregate principal amount of Indebtedness of Consolidated Subsidiaries or any other entity that is Guaranteed by the Borrower or any other Consolidated Subsidiary shall be subject to the limitations set forth in clauses (c) and (d) hereof;

(c) Investments by (i) the Borrower in its domestic Consolidated Subsidiaries; (ii) the Borrower and its domestic Consolidated Subsidiaries in all Foreign Subsidiaries and (iii) all Foreign Subsidiaries in all domestic Consolidated Subsidiaries and in the Borrower, all to the extent existing on March 31, 2004 and identified on Schedule 4.16 hereof (provided, however, that where offsetting Investments exist between any two Persons, all such Investments between such Persons existing on March 31, 2004 shall be deemed permitted under this Section 6.4(c) even though Schedule 4.16 gives effect to the netting of such Investments between those Persons by disclosing only a single investment by one Person in the other Person);

(d) (i) Investments (other than Investments in Consolidated Subsidiaries in the form of loans and Investments resulting from the Capital Management Subsidiary Transfer) made after March 31, 2004 by the Borrower and its Consolidated Subsidiaries in all Consolidated Subsidiaries (domestic or foreign) and all Restricted Investments (whether in the form of loans or equity) made at any time; provided, however, that the Aggregate Net Amount (defined below) of such Investments and Restricted Investments, without duplication, shall not exceed $200,000,000.

(ii) Investments (including, without limitation, those in the form of loans) made after March 31, 2004 by the Borrower and its domestic Consolidated Subsidiaries in all Foreign Subsidiaries; provided, however, that (i) the Aggregate Net Amount of such Investments made after March 31, 2004 (together with, but without duplication, all Guarantees made after March 31, 2004 by the Borrower and its domestic Consolidated Subsidiaries of Indebtedness of all Foreign Subsidiaries) shall not exceed $100,000,000. To the extent that a particular Investment is of the type contemplated by both clause (d)(i) and clause (d)(ii) of this Section 6.4, it must comply with both such clauses.

(iii) Investments made in the form of loans at any time by the Borrower to its domestic Consolidated Subsidiaries or by any domestic Consolidated Subsidiaries to the Borrower or its domestic Consolidated Subsidiaries. Any

Investments made by the Borrower or any Consolidated Subsidiary in any Consolidated Subsidiary (domestic or foreign) in the form of loans shall be permitted only if otherwise permitted hereunder and evidenced by an Intercompany Note**.** Any Investments in the form of loans may be forgiven by the payee thereof, in whole or in part, or otherwise converted by the payee, in whole or in part, into equity Investments so long as (y) immediately before and immediately after giving effect to the forgiveness or conversion of the Loan, no Event of Default shall have occurred and be continuing and (z) the Borrower and its Consolidated Subsidiaries shall otherwise be in compliance with the limitations on Investments set forth in this Section 6.4 after giving effect to such forgiveness or conversion.

(iv) The term "Aggregate Net Amount" shall mean the sum (whether positive or negative) of the following Investments maintained by the relevant Person(s) making such Investments (collectively, the "Investors") in the other relevant Person(s) (collectively, the "Investees"): (a) with respect to equity Investments, if applicable, the amount of the equity Investments made by the subject Investors in the subject Investees after March 31, 2004 (determined at book value as of the dates such Investments are made) *less* the amount of any cash dividends or other cash distributions distributed by the subject Investees to the subject Investors after March 31, 2004 in respect of the subject Investees' equity interests *plus* (without duplication) the amount of any loans to the subject Investees which are forgiven or otherwise converted into equity; (b) with respect to Investments in the form of loans, if applicable, the principal amount advanced by the subject Investors to the subject Investees after March 31, 2004 *less* the amount of all principal payments made by the subject Investees to the subject Investors after March 31, 2004 in respect of loans *less* (without duplication) the amount of any loans to the subject Investees which are forgiven or otherwise converted into equity; and (c) with respect to debt Investments in the form of guarantees of Indebtedness of the subject Investees by the subject Investors, the face amount of the guaranties made after March 31, 2004, less the face amount of any guaranties that expire or are cancelled (to the extent not drawn upon) after March 31, 2004 (if any guaranty is drawn upon, then, to the extent of such drawing, it shall be considered a debt Investment). Notwithstanding the foregoing, to the extent that either (i) the amount of cash dividends or other cash distributions exceeds the amount of equity Investments otherwise made by any Investor in any subject Investee or (ii) the principal amount of debt repaid by any Investee exceeds the principal amount advanced to the subject Investee by the subject Investor, then, in either case, such excess shall not be applied to reduce the Aggregate Net Amount of Investment in any other Investee. In calculating the Aggregate Net Amount of Investments in any Investees, there will be excluded from such calculation (i) any amount that is contributed from the proceeds of equity issuances of the Borrower consummated after March 31, 2004 and (ii) the contribution to any Investee of capital stock of the Borrower held in treasury on March 31, 2004 or any contributions to any Investee of the proceeds from any transfer thereof by the Borrower or any other Investee.

(v) The calculation of the Aggregate Net Amount of all Investments made in any Multi-Tier Investment Transaction (defined below) shall not be done in a duplicative manner. "Multi-Tier Investment Transaction" shall mean any series of Investments made involving Borrower and/or any of its Consolidated Subsidiaries over any period of not more than 90 days where Borrower deems the proceeds of the initial Investment (the "Initial Investment") to have been used to make one or more subsequent Investments (each a "Subsequent Investment"); provided, however, that each such Subsequent Investment shall be deemed not to exceed the amount of the Initial Investment or Subsequent Investment, as applicable, that immediately precedes it in such series. The calculation of the Aggregate Net Amount of the Investments made in any Multi-Tier Investment Transaction as it relates to the usage of the equity Investment basket and the foreign Investment basket in the respective subsections (d)(i) and (d)(ii) of this Section 6.4 shall be performed so that once any portion of the Initial Investment or any Subsequent Investment is applied in a way that constitutes usage of the applicable basket (such application being defined herein as an "Initial Basket Application"), all subsequent applications of such portion that would otherwise constitute usage of that basket (such application being defined herein as a "Subsequent Basket Exemption") are disregarded in the calculation of the usage of such basket. Furthermore, no return on any Subsequent Investment that constitutes a Subsequent Basket Exemption shall reduce the Aggregate Net Amount of the basket usage of the Investments involved in any Multi-Tier Investment Transaction unless such return is also distributed as a return on the related Initial Investment or Subsequent Investment, as applicable, constituting the Initial Basket Application (and until so distributed, such return shall be available for reinvestment as another Subsequent Basket Exemption).

(e) loans or advances to employees, officers or directors of the Borrower or any Consolidated Subsidiary in the ordinary course of business for travel, relocation and other business related expenses;

(f) Hedging Agreements permitted by Section 6.10;

(g) Permitted Acquisitions, including the Merger and the other Transactions;

(h) Permitted Securitization Subsidiaries;

(i) Investments by Foreign Subsidiaries in other Foreign Subsidiaries, including transfers of such Investments between Foreign Subsidiaries (without regard to the limitations set forth in subsection (d) of this Section 6.4);

(j) Investments transferred to Capital Management Subsidiary as a result of the Capital Management Subsidiary Transfer;

(k) Investments by Borrower or any domestic Consolidated Subsidiary in any other domestic Consolidated Subsidiary to the extent consisting of any contribution of the contributors' holdings of equity interests in any other domestic Consolidated Subsidiary; and

(l) Investments by Borrower or any domestic Consolidated Subsidiary in any other Consolidated Subsidiary (domestic or foreign) to the extent consisting of any contribution of the contributors' holdings of equity interests in any Foreign Subsidiary.

Notwithstanding the foregoing and any other provision in this Agreement, the Borrower and its Subsidiaries shall be permitted to repay any outstanding Intercompany Note and loans on the Closing Date (whether by payment of cash, forgiveness of the debt or conversion of debt to equity). In the event, the Loan is not fully repaid in connection with the Merger as required by Section 2.5, then any Investments shall be subject to the foregoing requirements of Section 6.4, unless otherwise consented to by the Agent.

Section 6.5. Restricted Payments. The Borrower will not, and will not permit its Consolidated Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any dividend on any class of its stock, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, retirement, defeasance or other acquisition of, any shares of common stock or Indebtedness subordinated to the Obligations of the Borrower or any options, warrants, or other rights to purchase such common stock or such Indebtedness, whether now or hereafter outstanding (each, a "*Restricted Payment*"), except for (i) dividends payable by the Borrower solely in shares of any class of its common stock, (ii) Restricted Payments made by any Consolidated Subsidiary or any Permitted Securitization Subsidiary to the Borrower or to another Consolidated Subsidiary or, in the case of a Permitted Securitization Subsidiary, any Consolidated Subsidiary, (iii) cash dividends paid on, and cash redemptions of, the common stock of the Borrower, including the declaration and payment of the Dividend and (iv) dividends and distributions made with respect to, and redemptions of, any stock of any Consolidated Subsidiary; provided, that, in each case, no Event of Default has occurred and is continuing at the time such dividend is paid or redemption is made or would be caused thereby.

Section 6.6. Sale of Assets. The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, convey, sell, lease, assign, transfer or otherwise dispose of, any of its assets, business or property, whether now owned or hereafter acquired, or, in the case of any Consolidated Subsidiary, issue or sell any shares of such Consolidated Subsidiary's common stock to any Person other than the Borrower or any Wholly-Owned Subsidiary of the Borrower (or to qualify directors if required by applicable law), except:

(a) the sale or other disposition for fair market value of obsolete or worn out property or other property not necessary for operations disposed of in the ordinary course of business;

(b) the sale of inventory and Permitted Investments in the ordinary course of business;

(c) the sale of any receivables and related property to one or more Permitted Securitization Subsidiaries so long as such sale is made in connection with a Permitted Securitization Transaction;

(d) transfers made as part of Acquisitions and Investments permitted under Section 6.4 hereof , including the Merger and the other Transactions; and

(e) the sale or other disposition of such assets (which may include the capital stock of any Subsidiary of the Borrower or all or substantially all of the assets of any Subsidiary of the Borrower) so long as (i) the aggregate Consolidated EBIT attributable to assets which are disposed of in any fiscal year of the Borrower does not exceed 10% of the Consolidated EBIT for the immediately preceding fiscal year and (ii) the aggregate amount of assets (determined at book value in accordance with GAAP) which are disposed of in any fiscal year of the Borrower do not exceed in the aggregate 10% of the Consolidated Total Assets as of the end of the immediately preceding fiscal year.

Section 6.7. Transactions with Affiliates. The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrower and its Consolidated Subsidiaries not involving any other Affiliates (subject to limitations in Section 6.4), (c) any Restricted Payment permitted by Section 6.5, (d) in any Permitted Securitization Transaction, and (e) the Merger and the other Transactions.

Section 6.8. Restrictive Agreements. The Borrower will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Consolidated Subsidiary to create, incur or permit any Lien upon any of its assets or properties, whether now owned or hereafter acquired, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its common stock, to make or repay loans or advances to the Borrower or any other Consolidated Subsidiary, to Guarantee Indebtedness of the Borrower or any other Consolidated Subsidiary or to transfer any of its property or assets to the Borrower or any Consolidated Subsidiary of the Borrower; provided, that (i) the foregoing shall not apply to restrictions or conditions imposed by law or by this Agreement, any other Loan Document or the Merger Agreement, (ii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Consolidated Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is sold and such

sale is permitted hereunder, (iii) clause (a) shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions and conditions apply only to the property or assets securing such Indebtedness, (iv) clause (a) shall not apply to

customary provisions in (A) Indebtedness not prohibited by Section 6.1 under a credit facility used by the Borrower for settlement purposes so long as such lien restriction is limited to the Borrower's or any Consolidated Subsidiaries' settlement receivables, any depository account which is used for the sole purpose of clearing such settlement receivables, any intercompany obligations which arise among the Borrower and a Consolidated Subsidiary in connection with such settlement facility and any documents which relate to the foregoing items in this clause (A), (B) any Synthetic Lease transaction (not prohibited by the Loan Documents), (C) any Capital Lease Obligations or other permitted purchase money Indebtedness so long as such restriction is limited to the asset financed by such Capital Lease Obligations or purchase money Indebtedness and (D) any Permitted Securitization Transaction (not prohibited by the Loan Documents) involving the Borrower, any Consolidated Subsidiary or any of their respective assets so long as such restriction is limited to the asset relating to such Permitted Securitization Transaction, (v) clause (b) shall not apply to any Permitted Securitization Subsidiary, and (vi) clause (a) and clause (b) (solely as such clause (b) relates to the ability of any Consolidated Subsidiary to Guarantee Indebtedness of the Borrower) shall not apply to the provisions contained in the Indenture.

Section 6.9. Hedging Agreements. The Borrower will not, and will not permit any of the Consolidated Subsidiaries to, enter into any Hedging Agreement, other than non-speculative Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Borrower or any Subsidiary is exposed in the conduct of its business or the management of its liabilities.

Section 6.10. Amendment to Indenture; Material Documents. The Borrower will not, and will not permit any Consolidated Subsidiary to, (i) amend or modify the Indenture in any manner without the prior written consent of the Required Lenders, or (ii) amend, modify or waive any of its rights in a manner materially adverse to the Lenders under its certificate of incorporation, bylaws or other organizational documents.

Section 6.11. Accounting Changes. The Borrower will not, and will not permit any Subsidiary to, make any significant change in accounting treatment or reporting practices, except as required by GAAP.

Section 6.12. Capital Management Subsidiary. The Borrower will not permit its Capital Management Subsidiary to engage in any business other than making Investments (including Permitted Investments) and activities incidental thereto. Unless otherwise permitted by the Administrative Agent, the Capital Management Subsidiary shall not own any material assets other than Investments (including Permitted Investments) and not incur any Indebtedness other than Indebtedness to the Borrower or any of its Subsidiaries or in connection with the making of Permitted Investments. The Administrative Agent shall provide prompt notice to each of the Lenders following any consent given under this Section 6.12.

Section 6.13. Isolation of FIS from Merger Sub. Notwithstanding any other provision in this Agreement, neither the Borrower nor any of its Subsidiaries: (i) make any Investments in, or transfer any assets to, FIS, any Affiliates of FIS or Merger Sub, excluding the Merger or (ii) guarantee or otherwise become liable for any Indebtedness of FIS, any Affiliates of

FIS or Merger Sub, or pledge any assets to secure any such Indebtedness, excluding any guarantee or direct obligation incurred on or after the Merger by Borrower or any of its Subsidiaries in respect of the FIS Credit Facility provided that the Loan, together with any accrued and unpaid interest thereon, is paid in full on the effective date of the consummation of the Merger.

Section 6.14 Prepayment of Notes. Neither the Borrower nor its Subsidiaries shall make any payments in respect of the notes issued pursuant to the Indenture, other than regularly scheduled payments of interest, provided that nothing in this Section 6.14 shall prohibit the Borrower from issuing Exchange Notes under and as defined in the Indenture.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.1. Events of Default. If any of the following events (each an "Event of Default") shall occur:

(a) the Borrower shall fail to pay any principal of the Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or otherwise; or

(b) the Borrower shall fail to pay any interest on the Loan or any fee or any other amount (other than an amount payable under clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days; or

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Consolidated Subsidiary in or in connection with this Agreement or any other Loan Document (including the Schedules attached thereto) and any amendments or modifications hereof or waivers hereunder, or in any certificate, report, financial statement or other document submitted to the Administrative Agent or the Lenders by the Borrower or any Consolidated Subsidiary or any representative of the Borrower or any Consolidated Subsidiary pursuant to or in connection with this Agreement or any other Loan Document shall prove to be incorrect in any material respect when made or deemed made or submitted; or

(d) the Borrower shall fail to observe or perform any covenant or agreement contained in Sections 5.1, 5.2, or 5.3 (with respect to the Borrower's existence) or Article VI; or

(e) the Borrower or any Consolidated Subsidiary shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those referred to in clauses (a), (b) and (d) above), and such failure shall remain unremedied for 30 days after the earlier of (i) any

Responsible Officer of the Borrower becomes aware of such failure, or (ii) notice thereof shall have been given to the Borrower by the Administrative Agent or any Lender; or

(f) the Borrower or any Consolidated Subsidiary (whether as primary obligor or as guarantor or other surety) shall fail to pay any principal of or premium or interest on any Indebtedness which exceeds $7,500,000 individually or in the aggregate, when and as the same shall become due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument evidencing such Indebtedness; or any other event shall occur or condition shall exist under any agreement or instrument relating to such Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable; or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or any offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case prior to the stated maturity thereof; or

(g) the Borrower or any Material Subsidiary shall (i) commence a voluntary case or other proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official of it or any substantial part of its property, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this Section, (iii) apply for or consent to the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or any such Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing; or

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Material Subsidiary or its debts, or any substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or any Material Subsidiary or for a substantial part of its assets, and in any such case, such proceeding or petition shall remain undismissed for a period of 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or

(i) the Borrower or any Material Subsidiary shall become unable to pay, shall admit in writing its inability to pay, or shall fail generally to pay, its debts as they become due; or

(j) an ERISA Event shall have occurred that, when taken together with other ERISA Events that have occurred, could reasonably be expected to result in liability to the Borrower or any Consolidated Subsidiary in an aggregate amount exceeding $5,000,000; or

(k) any judgment or order for the payment of money in excess of $7,500,000 in the aggregate shall be rendered against the Borrower or any Consolidated Subsidiary, and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order

or (ii) there shall be a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(l) a Change in Control (other than a Change of Control as a result of the Merger or the other Transactions) shall occur or exist; or

(m) any provision of this Agreement or any other Loan Document shall for any reason cease to be valid and binding on, or enforceable against, the Borrower or the Borrower shall so state in writing, or shall seek to terminate its obligations thereunder; or

(n) Breach of any covenant by the Borrower or any Consolidated Subsidiary (including any Permitted Securitization Subsidiary to the extent a Permitted Securitization Subsidiary is a Consolidated Subsidiary) contained in any agreement relating to a Permitted Securitization Transaction causing the acceleration of the obligations thereunder or requiring the prepayment of such obligations or termination of such securitization program prior to its stated maturity or term and the Borrower or any Consolidated Subsidiary (other than any Permitted Securitization Subsidiary to the extent such Subsidiary is a Consolidated Subsidiary) has liability in excess of $7,500,000 under such Permitted Securitization Transaction, then, and in every such event (other than an event with respect to the Borrower described in clause (g) or (h) of this Section) and at any time thereafter during the continuance of such event, the Administrative Agent may, and upon the written request of the Required Lenders shall, by notice to the Borrower, take any or all of the following actions, at the same or different times (unless expressly set forth otherwise herein)**:** (i) terminate the Commitments, whereupon the Commitment of each Lender shall terminate immediately; (ii) declare the principal of and any accrued interest on the Loan, and all other Obligations owing hereunder, to be, whereupon the same shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower ; provided that in connection with any acceleration pursuant to this clause (ii), the Commitments shall automatically terminate, and (iii) exercise all remedies contained in any other Loan Document; and if an Event of Default specified in either clause (g) or (h) shall occur with respect to the Borrower ,the Commitments shall automatically terminate and the principal of the Loan then outstanding, together with accrued interest thereon, and all fees, and all other Obligations shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

Section 8.1. Appointment of Administrative Agent. Each Lender irrevocably appoints SunTrust Bank as the Administrative Agent and authorizes it to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent under this Agreement and the other Loan Documents, together with all such actions and powers that are reasonably incidental thereto. The Administrative Agent may perform any of its duties hereunder by

or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions set forth in this Article shall apply to any such sub-agent and the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 8.2. Nature of Duties of Administrative Agent. The Administrative Agent shall not have any duties or obligations except those expressly set forth in this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except those discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.2), and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable (provided that the Borrower reserves any and all rights and claims against any Lender, including the Administrative Agent in its capacity as a Lender) for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.2) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements, or other terms and conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article III or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 8.3. Lack of Reliance on the Administrative Agent. Each of the Lenders, acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each of the Lenders also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, continue to make its own decisions in taking or not taking of any action under or based on this Agreement, any related agreement or any document furnished hereunder or thereunder.

Section 8.4. Certain Rights of the Administrative Agent. If the Administrative Agent shall request instructions from the Required Lenders with respect to any action or actions (including the failure to act) in connection with this Agreement, the Administrative Agent shall be entitled to refrain from such act or taking such act, unless and until it shall have received instructions from such Lenders; and the Administrative Agent shall not incur liability to any Person (provided that the Borrower reserves any and all rights and claims against any Lender, including the Administrative Agent in its capacity as a Lender) by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders where required by the terms of this Agreement.

Section 8.5. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed, sent or made by the proper Person. The Administrative Agent may also rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of such counsel, accountants or experts.

Section 8.6. The Administrative Agent in its Individual Capacity. The bank serving as the Administrative Agent shall have the same rights and powers under this Agreement and any other Loan Document in its capacity as a Lender as any other Lender and may exercise or refrain from exercising the same as though it were not the Administrative Agent; and the terms "Lenders", "Required Lenders", "holders of Notes", or any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity. The bank acting as the Administrative Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower or any Subsidiary or Affiliate of the Borrower as if it were not the Administrative Agent hereunder.

Section 8.7. Successor Administrative Agent.

(a) The Administrative Agent may resign at any time by giving notice thereof to the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent, subject to the approval by the Borrower provided that no Event of Default shall exist at such time. If no successor Administrative Agent shall have been so appointed, and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States of America or any state thereof or a bank which maintains an office in the United States, having a combined capital and surplus of at least $500,000,000.

(b) Upon the acceptance of its appointment as the Administrative Agent hereunder by a successor, such successor Administrative Agent shall thereupon succeed to and

become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. If within 45 days after written notice is given of the retiring Administrative Agent's resignation under this Section 8.7 no successor Administrative Agent shall have been appointed and shall have accepted such appointment, then on such 45th day (i) the retiring Administrative Agent's resignation shall become effective, (ii) the retiring Administrative Agent shall thereupon be discharged from its duties and obligations under the Loan Documents and (iii) the Required Lenders shall thereafter perform all duties of the retiring Administrative Agent under the Loan Documents until such time as the Required Lenders appoint a successor Administrative Agent as provided above. After any retiring Administrative Agent's resignation hereunder, the provisions of this Article VIII shall continue in effect for the benefit of such retiring Administrative Agent and its representatives and agents in respect of any actions taken or not taken by any of them while it was serving as the Administrative Agent.

Section 8.8. Additional Agencies; No Duties Imposed Upon Syndication Agents or Documentation Agents. (a) The Administrative Agent shall have the right from time to time to designate one or more Syndication Agents and Documentation Agents. Upon any such designation, the Administrative Agent shall have the right to replace the cover page to this Agreement to reflect the addition of such Person as Syndication Agent and Documentation Agent, as the case may be.

(b) None of the Persons designated as a "Syndication Agent" or "Documentation Agent" shall have any right, power, obligation, liability, responsibility or duty under this Agreement or any of the other Loan Documents other than, if such Person is a Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Persons designated as a "Syndication Agent" or "Documentation Agent" shall have or be deemed to have any fiduciary duty to or fiduciary relationship with any Lender. In addition to the agreements set forth in Section 8.8, each of the Lenders acknowledges that it has not relied, and will not rely, on any of the Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications to any party herein to be effective shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

To the Borrower:

Certegy Inc.
100 Second Avenue, Suite 1100S
St. Petersburg, Florida 33701
Attention: Walter Korchun

Corporate Vice President, General Counsel and Secretary
Telecopy Number: (727) 227-8558

With a copy to:

Certegy Inc.
11720 Amber Park Drive, Suite 600
Alpharetta, Georgia 30004
Attention: Mr. Michael T. Vollkommer
Corporate Vice President and CFO
Telecopy Number: (678) 867-8100

To the Administrative Agent:

SunTrust Bank
303 Peachtree Street, N. E., 3rd Floor
Atlanta, Georgia 30308
Attention: Timothy O'Leary
Telecopy Number: (404) 581-1775

With a copy to:

SunTrust Capital Markets, Inc.
c/o Agency Services
303 Peachtree Street, N. E./ 25th Floor
Atlanta, Georgia 30308
Attention: Scott Hulsey
Telecopy Number: (404) 658-4906

To any other Lender: the address set forth under such Lender's name on the signature pages hereof

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All such notices and other communications shall, when transmitted by overnight delivery, or faxed, be effective when delivered for overnight (next-day) delivery, or transmitted in legible form by facsimile machine, respectively, or if mailed, upon the third Business Day after the date deposited into the mails or if delivered, upon delivery; provided, that notices delivered to the Administrative Agent shall not be effective until actually received by such Person at its address specified in this Section 9.1.

(b) Any agreement of the Administrative Agent and the Lenders herein to receive certain notices by telephone or facsimile is solely for the convenience and at the request of the Borrower. The Administrative Agent and the Lenders shall be entitled to rely on the authority of any Person purporting to be a Person authorized by the Borrower to give such notice and the Administrative Agent and Lenders shall not have any liability to the Borrower or other Person on account of any action taken or not taken by the Administrative Agent or the Lenders in reliance upon such telephonic or facsimile notice. The obligation of the Borrower to repay the Loan and all other Obligations hereunder shall not be affected in any way or to any extent by any failure of the Administrative Agent and the Lenders to receive written confirmation of any telephonic or facsimile notice or the receipt by the Administrative Agent and the Lenders of a confirmation which is at

variance with the terms understood by the Administrative Agent and the Lenders to be contained in any such telephonic or facsimile notice.

Section 9.2. Waiver; Amendments.

(a) No failure or delay by the Administrative Agent, the or any Lender in exercising any right or power hereunder or any other Loan Document, and no course of dealing between the Borrower and the Administrative Agent or any Lender**,** shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power hereunder or thereunder. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies provided by law. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) No amendment or waiver of any provision of this Agreement or the other Loan Documents, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and the Required Lenders or the Borrower and the Administrative Agent with the consent of the Required Lenders and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, that no amendment or waiver shall: (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees or other amounts payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the date fixed for any payment of any principal of, or interest on, any Loan or interest thereon or any fees or other amounts payable hereunder or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date for the termination or reduction of any Commitment, without the written consent of each Lender affected thereby, (iv) change any provision hereof directly relating to the pro rata treatment of Lenders hereunder (including, but not limited to, Section 2.13 (b) or (c)) in a manner that would alter the pro rata treatment required thereby, without the written consent of each Lender, (v) change any of the provisions of this Section or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders which are required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the consent of each Lender; or (vi) release any guarantor or limit the liability of any such guarantor under this Agreement or any guaranty agreement; provided further, that no such agreement shall amend, modify or otherwise affect the rights, duties or obligations of the Administrative Agent without the prior written consent of such Person.

Section 9.3. Expenses; Indemnification.

(a) The Borrower shall pay (i) all actual reasonable, out-of-pocket costs and expenses of the Administrative Agent and its Affiliates as previously agreed upon by the Borrower and the Administrative Agent**,** including, subject to such previously agreed upon arrangement, the reasonable fees, charges and disbursements of counsel for the Administrative Agent and its Affiliates, actually incurred, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents and any amendments, modifications or waivers thereof (whether or not the transactions contemplated in this Agreement or any other Loan Document shall be consummated), (ii) all actual reasonable out-of-pocket costs and expenses (including, without limitation, the reasonable fees, charges and disbursements of outside counsel) actually incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loan made hereunder, including all such actual reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Loan.

(b) The Borrower shall indemnify the Administrative Agent and each Lender, and each Related Party of any of the foregoing (each, an “***Indemnitee***”) against, and hold each of them harmless from, any and all actual reasonable costs, losses, liabilities, claims, damages and related expenses, including the actual reasonable fees, charges and disbursements of any counsel for any Indemnitee, which may be incurred by or asserted against any Indemnitee arising out of, in connection with or as a result of (i) the execution or delivery of this Agreement or any other agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of any of the transactions contemplated hereby, (ii) any Loan or any actual or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned by the Borrower or any Subsidiary or any Environmental Liability related in any way to the Borrower or any Subsidiary or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided, that the Borrower shall not be obligated to indemnify any Indemnitee for any of the foregoing arising out of such Indemnitee’s gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and nonappealable judgment or to the extent that such losses relate to a claim made by an Indemnitee hereunder arising from any cause of action pursued by the Borrower against such Indemnitee where the Borrower alleged that the Indemnitee breached its obligations under the Loan Documents and a court having competent jurisdiction shall have determined by final judgment (not subject to appeal) that the Indemnitee breached its obligations to the Borrower under the Loan Documents.

(c) The Borrower shall pay, and hold the Administrative Agent and each of the Lenders harmless from and against, any and all present and future Other Taxes and Indemnified Taxes, and save the Administrative Agent and each Lender harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such taxes.

(d) To the extent that the Borrower fails to pay any amount required to be paid to the Administrative Agent, under clauses (a), (b) or (c) hereof, each Lender severally agrees to pay to the Administrative Agent, such Lender's Pro Rata Share (determined as of the time that the unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided, that the unreimbursed expense or indemnified payment, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent.

(e) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to actual or direct damages) arising out of, in connection with or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated therein, any Loan or the use of proceeds thereof.

(f) All amounts due under this Section shall be payable promptly after written demand therefor.

Section 9.4. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower may assign or transfer any of its rights hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void).

(b) Any Lender may at any time assign to one or more banks or other financial institutions or entities all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and its portion of the Loan at the time owing to it); provided, that (i) except in the case of an assignment to a Lender or an Affiliate of a Lender, each of the Borrower and the Administrative Agent must give their prior written consent (which consent shall not be unreasonably withheld or delayed), (ii) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire amount of the assigning Lender's Commitment hereunder or an assignment while an Event of Default has occurred and is continuing, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 (unless the Borrower and the Administrative Agent shall otherwise consent), (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) the assigning Lender and the assignee shall (unless otherwise waived by the Administrative Agent) execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee payable by the assigning Lender or the assignee (as determined between such Persons) in an amount equal to $1,000 (unless otherwise waived by the Administrative Agent) and (v) such assignee, if it is not a Lender, shall deliver a duly completed Administrative Questionnaire to the Administrative Agent. Upon the execution and delivery of the Assignment and Acceptance and payment by such assignee to the assigning Lender of an amount equal to the purchase price agreed between such

Persons, such assignee shall become a party to this Agreement and any other Loan Documents to which such assigning Lender is a party and, to the extent of such interest assigned by such Assignment and Acceptance, shall have the rights and obligations of a Lender under this Agreement, and the assigning Lender shall be released from its obligations hereunder to a corresponding extent (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.11, 2.12 and 9.3). Upon the consummation of any such assignment hereunder, the assigning Lender, the Administrative Agent and the Borrower shall make appropriate arrangements to have new Notes issued. Any assignment or other transfer by a Lender that does not fully comply with the terms of this clause (b) shall be treated for purposes of this Agreement as a sale of a participation pursuant to clause (c) below.

(c) Any Lender may at any time, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment or the Loan owing to it); provided, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of its obligations hereunder, and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. Any agreement between such Lender and the Participant with respect to such participation shall provide that such Lender shall retain the sole right and responsibility to enforce this Agreement and the other Loan Documents and the right to approve any amendment, modification or waiver of this Agreement and the other Loan Documents; provided, that such participation agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver of this Agreement described in the first proviso of Section 9.2(b) that affects the Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.11 and 2.12 to the same extent as if it were a Lender hereunder and had acquired its interest by assignment pursuant to paragraph (b); provided, that no Participant shall be entitled to receive any greater payment under Section 2.11 or 2.12 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.13 unless the Borrower is notified of such participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.13 (e) as though it were a Lender hereunder.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and its Notes (if any) to secure its obligations to a Federal Reserve Bank without complying with this Section; provided, that no such pledge or assignment shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPV"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the

option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided, that (i) nothing herein shall constitute a commitment by any SPV to make any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of any Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, it will not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State. Notwithstanding anything to the contrary in this Section 9.4, any SPV may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in the Loan to the Granting Lender or to any financial institutions (consented to by the Borrower and the Administrative Agent) providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loan and (ii) disclose on a confidential basis any non-public information relating to its Loan to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. As this Section 9.4(e) applies to any particular SPV, this Section may not be amended without the written consent of such SPV.

Section 9.5. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement and the other Loan Documents shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the United States District Court of the Northern District of Georgia, and of any state court of the State of Georgia located in Fulton County and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Georgia state court or , to the extent permitted by applicable law, such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section and brought in any court referred to in paragraph (b) of this Section. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to the service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement or in any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by law.

Section 9.6. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES 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 AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.7. Right of Setoff. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, each Lender shall have the right, at any time or from time to time upon the occurrence and during the continuance of an Event of Default, without prior notice to the Borrower, any such notice being expressly waived by the Borrower, to the extent permitted by applicable law, to set off and apply against all deposits (general or special, time or demand, provisional or final) of the Borrower at any time held or other obligations at any time owing by such Lender to or for the credit or the account of the Borrower against any and all Obligations held by such Lender irrespective of whether such Lender shall have made demand hereunder and although such Obligations may be unmatured. Each Lender agrees promptly to notify the Administrative Agent and the Borrower after any such set-off and any application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such set-off and application.

Section 9.8. Counterparts; Integration. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement, the other Loan Documents, and any separate letter agreement(s) relating to any fees payable to the Administrative Agent constitute the entire agreement among the parties hereto and thereto regarding the subject matters hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject matters.

Section 9.9. Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loan, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or

warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.11, 2.12, 2.13, and 9.3 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loan, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof. All representations and warranties made herein, in the certificates, reports, notices, and other documents delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of the Loan.

Section 9.10. Severability. Any provision of this Agreement or any other Loan Document held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.11. Confidentiality. Each of the Administrative Agent and each Lender agrees to take normal and reasonable precautions to maintain the confidentiality of any information provided to it by the Borrower or any Subsidiary, except that such information may be disclosed (i) to any Related Party of the Administrative Agent or any such Lender, including without limitation accountants, legal counsel and other advisors, (ii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iii) to the extent requested by any regulatory agency or authority, (iv) to the extent that such information becomes publicly available other than as a result of a breach of this Section, or which becomes available to the Administrative Agent, the , any Lender or any Related Party of any of the foregoing on a nonconfidential basis from a source other than the Borrower or any Subsidiary thereof, (v) in connection with the exercise of any remedy hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder (but only to the extent necessary or advisable for the exercise of such remedy), (vi) subject to provisions substantially similar to this Section 9.11, to any actual or prospective assignee or

---

Participant, or (vii) with the consent of the Borrower. Any Person required to maintain the confidentiality of any information as provided for in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord its own confidential information. Notwithstanding anything herein to the contrary, any party subject to confidentiality obligations hereunder or under any other related document (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and the tax structure of the transactions contemplated herein and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure or any actual or proposed contractual counterparty (or its advisors) to any securitization, hedge, or other derivative transaction relating to the parties' obligations hereunder.

Section 9.12. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which may be treated as interest on such Loan under applicable law (collectively, the "*Charges*"), shall exceed the maximum lawful rate of interest (the "*Maximum Rate*") which may be contracted for, charged, taken, received or reserved by a Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal in the case of the Borrower by their respective authorized officers as of the day and year first above written.

CERTEGY INC.

By /s/ Frederic Stern
Name: Frederic Stern
Title: Vice President and Treasurer

SUNTRUST BANK
as Administrative Agent and as a Lender

By /s/ Michael T. Vollkommer
Name: Michael T. Vollkommer
Title: Executive Vice President and Chief Financial Officer

Commitment: $250,000,000

EXHIBIT A

FORM OF
TERM LOAN NOTE

[$]

Atlanta, Georgia
January 31, 2006

FOR VALUE RECEIVED, the undersigned, Certegy Inc., a Georgia corporation (the *"**Borrower**"*), hereby promises to pay to the order of (the *"**Lender**")* or its registered assigns, at the office of SunTrust Bank (*"**SunTrust**"*) at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, on the Maturity Date (as defined in the Term Loan Agreement dated as of January 31, 2006 (as the same may be amended, supplemented or otherwise modified from time to time, the *"**Credit Agreement**"*; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement), among the Borrower, the lenders from time to time party thereto, and SunTrust, as administrative agent for the lenders, the lesser of the principal sum of and the aggregate unpaid principal amount of the Loans made by the Lender to the Borrower pursuant to the Credit Agreement in Dollars in immediately available funds, and to pay interest from the date hereof on the principal amount thereof from time to time outstanding, in like funds, at said office, at the rate or rates per annum and payable on such dates as provided in the Credit Agreement. In addition, should legal action or an attorney-at-law be utilized to collect any amount due hereunder, the Borrower further promises to pay all costs of collection, including the actual, reasonable attorneys' fees of the Lender.

The Borrower promises to pay interest, on demand, on any overdue principal and, to the extent permitted by law, overdue interest from their due dates at a rate or rates provided in the Credit Agreement.

All borrowings evidenced by this Term Loan Note and all payments and prepayments of the principal hereof and the date thereof shall be endorsed by the holder hereof on the schedule attached hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof, or otherwise recorded by such holder in its internal records; provided, that the failure of the holder hereof to make such a notation or any error in such notation shall not affect the obligations of the Borrower to make the payments of principal and interest in accordance with the terms of this Term Loan and the Credit Agreement.

This Term Loan Note is issued in connection with, and is entitled to the benefits of, the Credit Agreement which, among other things, contains provisions for the acceleration of the maturity hereof upon the happening of certain events, for prepayment of the principal hereof prior to the maturity hereof and for the amendment or waiver of certain provisions of the Credit Agreement, all upon the terms and conditions therein specified. THIS TERM LOAN NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF

THE STATE OF GEORGIA AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

CERTEGY INC.

By: ____________________________
Name:
Title:

LOANS AND PAYMENTS

Date	Amount of Loan	Payments of Principal	Unpaid Principal Balance of Note	Name of Person Making Notation

EXHIBIT B

FORM OF
ASSIGNMENT AND ACCEPTANCE

[date to be supplied]

Reference is made to the Term Loan Agreement dated as of January 31, 2006 (as amended and in effect on the date hereof, the "Credit Agreement"), among Certegy Inc., a Georgia corporation, the Lenders from time to time party hereto, and SunTrust Bank, as Administrative Agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings.

(the “Assignor”) hereby sells and assigns, without recourse, to , the assignee designated below (the “Assignee”), and the Assignee hereby purchases and assumes, without recourse, from the Assignor, effective as of the Assignment Date set forth below, the interests set forth below (the “Assigned Interest”) in the Assignor’s rights and obligations under the Credit Agreement, including, without limitation, the interests set forth below in the Commitment of the Assignor on the Assignment Date and the portion of the Loan owing to the Assignor outstanding on the Assignment Date, but excluding accrued interest and fees to and excluding the Assignment Date. The Assignee hereby acknowledges receipt of a copy of the Credit Agreement. From and after the Assignment Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall, to the extent of the Assigned Interest, relinquish its rights and be released from its obligations under the Credit Agreement.

This Assignment and Acceptance is being delivered to the Administrative Agent together with (i) if the Assignee is a Foreign Lender, any documentation required to be delivered by the Assignee pursuant to Section 2.12(e) of the Credit Agreement, duly completed and executed by the Assignee, and (ii) if the Assignee is not already a Lender under the Credit Agreement, an administrative questionnaire in the form supplied by the Administrative Agent, duly completed by the Assignee. The Assignee shall pay the fee payable to the Administrative Agent pursuant to Section 9.4(b) of the Credit Agreement.

This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of Georgia.

Date of Assignment:

Legal Name of Assignor:

Legal Name of Assignee:

Assignee’s Address for Notices:

Effective Date of Assignment:
(“Assignment Date”):

Facility	Principal Amount Assigned	Percentage Assigned Commitment (set forth, to at least 8 decimals, as a percentage of the aggregate Commitments of all Lenders thereunder)
Term Loan	$	%

The terms set forth above are hereby agreed to:

[Name of Assignor], as Assignor

By: ______________________
Name:
Title:

[Name of Assignee], as Assignee

By: ______________________
Name:
Title:

The undersigned hereby consents to the within assignment: (1)

CERTEGY INC.

By: ______________________
Name:
Title:

SunTrust Bank, as
Administrative Agent:

By: ______________________
Name:
Title:

(1) Consents to be included to the extent required by Section 9.4(b) of the Credit Agreement.

EXHIBIT C

FORM OF MASTER INTERCOMPANY NOTE

, 200

FOR VALUE RECEIVED, each of the parties hereto, in its capacity as a borrower (each, in such capacity, an "Intercompany Borrower"), hereby promises to pay to the order of each of the other parties hereto, in its capacity as a lender (each, in such capacity, an "Intercompany Lender"), as applicable, the unpaid principal amount of advances made by the applicable Intercompany Lender to the applicable Intercompany Borrower from time to time as shown on the general ledger of the applicable Intercompany Lender at such time, unless previously paid in full, **ON DEMAND**, and to pay interest on such unpaid principal amount for each day such amount shall remain outstanding at the interest rate agreed to by the applicable Intercompany Borrower and the applicable Intercompany Lender from time to time with such interest payable at such times as may be required the applicable Intercompany Lender.

It is contemplated that the parties to this Master Intercompany Note shall be Certegy Capital, Inc., a Georgia corporation ("Capital"), Certegy Inc., a Georgia corporation ("Certegy"), and certain of Certegy's direct and indirect subsidiaries, as they may exist from time to time. Additional parties may be added to this Master Intercompany Note by the execution and delivery of a Joinder to Master Intercompany Note substantially in the form attached hereto as Exhibit A (or in such other form as may be approved by Capital, in its sole discretion). Any of the parties to this Master Intercompany Note may be removed as parties hereto at any time by the execution and delivery of a Withdrawal from Master Intercompany Note substantially in the form attached hereto as Exhibit B (or in such other form as may be approved by Capital, in its sole discretion); provided, however, that (i) neither Certegy nor Capital may be removed unless all then remaining parties to this Master Intercompany Note are removed and this Master Intercompany Note is cancelled and (ii) unless this Master Intercompany Note is cancelled, no party hereto may be removed from this Master Intercompany Note at any time when either (a) such party remains indebted to another party hereto for money borrowed or (b) such party is owed money by another party hereto for money borrowed (unless in the case of either clause (a) or (b) above, the remaining indebtedness is then separately documented by a promissory note between the relevant parties).

Presentment, demand, protest and notice of dishonor are hereby waived by the parties hereto.

This Master Intercompany Note is one of the Intercompany Notes referred to in that certain Term Loan Agreement dated as of January 31, 2006, by and among Certegy, the lenders from time to time a party thereto, and SunTrust Bank, as administrative agent (as amended or otherwise modified from time to time, the "Credit Agreement") and is made in accordance with the provisions of Section 6.4 thereof.

This Master Intercompany Note may be executed in counterparts and delivered by facsimile transmission with the same effect as if all parties hereto originally executed the same copy hereof and such originally executed copy hereof were delivered to all parties hereto.

THIS MASTER INTERCOMPANY NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.

IN WITNESS WHEREOF, each of the parties hereto has executed this Master Intercompany Note as of the date of issuance first above written.

CERTEGY INC.

By: ______________________________
Name:
Title:

CERTEGY CAPITAL, INC.

By: ______________________________
Name:
Title:

[ENTITY NAME]

By: ______________________________
Name:
Title:

[ENTITY NAME]

By: ______________________________
Name:
Title:

[ENTITY NAME]

By: ______________________________
Name:
Title:

[ENTITY NAME]

By: ______________________________
Name:
Title:

[ENTITY NAME]

By: ______________________________
Name:
Title:

[ENTITY NAME]

By: ______________________________
Name:
Title:

[ENTITY NAME]

[ENTITY NAME]

By: __________________________
Name:
Title:

By: __________________________
Name:
Title:

[ENTITY NAME]

By: __________________________
Name:
Title:

[ENTITY NAME]

By: __________________________
Name:
Title:

EXHIBIT A
TO
MASTER INTERCOMPANY NOTE

FORM OF JOINDER TO MASTER INTERCOMPANY NOTE

JOINDER TO MASTER INTERCOMPANY NOTE

THIS JOINDER TO MASTER INTERCOMPANY NOTE (“Joinder”) is made by the undersigned (collectively, the “Additional Party”) as of , 20 , and supplements that certain Master Intercompany Note dated as of August , 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, and as subject to this and any other joinder thereto or withdrawal therefrom, the “Master Intercompany Note”) by and among Certegy Capital, Inc., Certegy Inc. and the other parties thereto as borrowers and lenders.

Reference is made to that certain Term Loan Agreement dated as of January 31, 2006, by and among Certegy, the lenders from time to time a party thereto, and SunTrust Bank, as administrative agent (as amended or otherwise modified from time to time, the “Credit Agreement”).

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Master Intercompany Note, and if not defined therein, shall have the meanings ascribed to such terms in the Credit Agreement.

Pursuant to Section 6.4 of the Credit Agreement, the Additional Party is required to enter into the Master Intercompany Note on or prior to the time that certain investments are made between the Additional Party and one or more other parties to the Master Intercompany Note. The Master Intercompany Note provides that additional parties may become parties under the Master Intercompany Note by execution and delivery of an instrument substantially in the form of this Joinder.

In accordance with the Master Intercompany Note, the Additional Party by its signature below becomes a party to the Master Intercompany Note with the same force and effect as if originally named therein as a party thereto and the Additional Party hereby agrees to all the terms thereof. Each reference to an “Intercompany Borrower” or an “Intercompany Lender” in the Master Intercompany Note shall be deemed to include the Additional Party, as applicable, in its appropriate capacity. The Master Intercompany Note is hereby incorporated by reference.

This Joinder may be executed in counterparts and delivered by facsimile transmission with the same effect as if all parties hereto originally executed the same copy hereof and such originally executed copy hereof were delivered to Capital. This Joinder shall become effective as of the date first set forth above upon delivery to Capital of a copy of this Joinder that bears the signature of the Additional Party.

Except as expressly supplemented hereby, the Master Intercompany Note shall remain in full force and effect.

THIS JOINDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

IN WITNESS WHEREOF, the Additional Party has duly executed this Joinder as of the day and year first above written.

[NAME OF ADDITIONAL PARTY]

By: __________________________
Name:
Title:

[add any further Additional Party signature blocks here]

EXHIBIT B
TO
MASTER INTERCOMPANY NOTE

FORM OF WITHDRAWAL FROM MASTER INTERCOMPANY NOTE

WITHDRAWAL FROM MASTER INTERCOMPANY NOTE

THIS WITHDRAWAL FROM MASTER INTERCOMPANY NOTE (“Withdrawal”) is made by the undersigned (collectively, the “Withdrawing Party”) as of , 20 , and supplements that certain Master Intercompany Note dated as of August , 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, and as subject to this and any other joinder thereto or withdrawal therefrom, the “Master Intercompany Note”) by and among Certegy Capital, Inc., Certegy Inc. and the other parties thereto as borrowers and lenders.

Reference is made to that certain Term Loan Agreement dated as of January 31, 2006, by and among Certegy, the lenders from time to time a party thereto, and SunTrust Bank, as administrative agent (as amended or otherwise modified from time to time, the “Credit Agreement”).

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Master Intercompany Note, and if not defined therein, shall have the meanings ascribed to such terms in the Credit Agreement.

Pursuant to Section 6.4 of the Credit Agreement, the Withdrawing Party was required to enter into the Master Intercompany Note on or prior to the time that certain investments were to be made between the Withdrawing Party and one or more other parties to the Master Intercompany Note. The Master Intercompany Note provides that existing parties thereto may withdraw therefrom upon the satisfaction of certain conditions and the execution and delivery of an instrument substantially in the form of this Withdrawal.

In accordance with the Master Intercompany Note, the Withdrawing Party by its signature below hereby withdraws from the Master Intercompany Note, effective as of the date recited in Capital’s acceptance hereof below.

This Withdrawal may be executed in counterparts and delivered by facsimile transmission with the same effect as if all parties hereto originally executed the same copy hereof and such originally executed copy hereof were delivered to Capital.

Except as against the Withdrawing Party from and after the effectiveness of this Withdrawal, the Master Intercompany Note shall remain in full force and effect.

THIS WITHDRAWAL SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

IN WITNESS WHEREOF, the Withdrawing Party has duly executed this Withdrawal as of the day and year first above written.

[NAME OF WITHDRAWING PARTY]

By: ______________________________
Name:
Title:

[add any further Withdrawing Party signature blocks here]

Accepted as of the day of , 20 , by

CERTEGY CAPITAL, INC.

By: ______________________________
Name:
Title:

EXHIBIT 3.1(b)(iii)

FORM OF [ASSISTANT] SECRETARY’S CERTIFICATE OF _______

I, , [Assistant] Secretary of Certegy Inc. (the “Company”), DO HEREBY CERTIFY that:

(a) annexed hereto as Exhibit A is a true and correct copy of the articles of incorporation of the Company as amended, restated or supplemented through the date hereof;

(b) no proceedings have been instituted or are pending or contemplated with respect to the dissolution, liquidation or sale of all or substantially all the assets of the Company or threatening its existence or the forfeiture or any of its corporate rights;

(c) annexed hereto as Exhibit B is a true and correct copy of the Bylaws of the Company as in effect on the date hereof;

(d) annexed hereto as Exhibit C is a true and correct copy of certain resolutions duly adopted by the Board of Directors of the Company, which resolutions have not been revoked, amended, supplemented or modified and are in full force and effect on the date hereof; and

(e) each of the persons named below is and has been at all times since __________, 200_ a duly elected and qualified officer of the Company holding the respective office set forth opposite his or her name and the signature set forth opposite of each such person is his or her genuine signature:

Name	Title	Specimen Signature
[Include all officers who are signing the Credit Agreement or any other Loan Documents.]		

IN WITNESS WHEREOF, I have hereunto signed my name this day of , 200 .

[Assistant] Secretary

I, , of the Company, do hereby certify that has been duly elected, is duly qualified and is the [Assistant] Secretary of the Borrower, that the signature set forth above is [his/her] genuine signature and that [he/she] has held such office at all times since .

IN WITNESS WHEREOF, I have hereunto signed my name this day of , 200 .

(1)
Title:

(1) This certification should be included as part of the Secretary's certificate and signed by one of the officers whose incumbency is certified pursuant to clause (e) above.

EXHIBIT 3.1(b)(vii)

FORM OF OFFICER'S CERTIFICATE
(Closing Certificate)

Reference is made to the Term Loan Agreement dated as of January 31, 2006 (the "Credit Agreement"), among Certegy Inc. (the "Borrower"), the Lenders from time to time party thereto, and SunTrust Bank, as Administrative Agent. Terms defined in the Credit Agreement are used herein with the same meanings. This certificate is being delivered pursuant to Section 3.1(b)(vii) of the Credit Agreement.

I, Michael T. Vollkommer, Chief Financial Officer of the Borrower, DO HEREBY CERTIFY that:

(a) the representations and warranties of the Borrower set forth in the Credit Agreement are true and correct on and as of the date hereof; and

(b) no Default or Event of Default has occurred and is continuing at the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this day of , 200 .

By: ______________________________
Name: Michael T. Vollkommer
Title: Chief Financial Officer

EXHIBIT 3.1(b)(x)

FORM OF OFFICER'S CERTIFICATE
(Funding Date Certificate)

Reference is made to the Term Loan Agreement dated as of January 31, 2006 (the "Credit Agreement"), among Certegy Inc. (the "Borrower"), the Lenders from time to time party thereto, and SunTrust Bank, as Administrative Agent ("SunTrust Bank"). Terms defined in the Credit Agreement are used herein with the same meanings. This certificate is being delivered pursuant to Section 3.1(b)(x) of the Credit Agreement.

I, Michael T. Vollkommer, Chief Financial Officer of the Borrower, DO HEREBY CERTIFY that:

1. (i) The Certificate of Merger (a true and correct copy of which is attached hereto) has been pre-cleared with the Secretary of State of Delaware (the "SOS Office"); (ii) there are no conditions to the effectiveness of the Merger other than the filing of the Certificate of Merger with the SOS Office and the passage of time; (iii) the FIS Credit Facility does not prohibit the incurrence of the Obligations; and (iv) the FIS Credit Facility permits the use of the proceeds of revolving credit loans thereunder to repay the Obligations.

2. to the best of my knowledge after due inquiry, (i) the FIS Credit Facility is in full force and effect and there is no Default or Event of Default (each as defined therein) existing thereunder; (B) there are no conditions to the effectiveness of the Amendment No. 1 and Addendum to Credit Agreement dated as of September 26, 2005 (the "FNIS Amendment") other than the passage of time, the release of the Company Joinder Agreement and the Subsidiary Guaranty Supplement (as such terms are defined in the FNIS Amendment) and related opinions and certificates from escrow, which release from escrow shall occur as a result of the passage of time on the effective date of the consummation of the Merger, the consummation of the Merger and the payment of fees related to the FIS Credit Facility; (C) after giving effect to the Merger, there will be sufficient availability under the FIS Credit Facility and/or from unrestricted cash and cash equivalents on hand to repay the Loan in full; and (D) on the effective date of the consummation of the Merger, FNIS, another "Borrower" under and as defined in the FIS Credit Facility or their respective subsidiaries will repay the Loan in full with immediately available funds directly to SunTrust Bank.

IN WITNESS WHEREOF, I have hereunto signed my name this 31st day of January, 2006.

CERTEGY INC.

By: ______________________________
Name: Michael T. Vollkommer
Title: Chief Financial Officer

EXHIBIT 3.1(b)(xi)

FORM OF OFFICER'S CERTIFICATE
(Solvency Certificate)

Reference is made to the Term Loan Agreement dated as of January 31, 2006 (the "Credit Agreement"), among Certegy Inc. (the "Borrower"), the Lenders from time to time party thereto, and SunTrust Bank, as Administrative Agent. Terms defined in the Credit Agreement are used herein with the same meanings. This certificate is being delivered pursuant to Section 3.1(b)(xi) of the Credit Agreement.

I, Michael T. Vollkommer, Chief Financial Officer of the Borrower, DO HEREBY CERTIFY that:

1. I have reviewed the contents of this Certificate, and I have conferred with counsel for the Borrower and its Subsidiaries for the purpose of discussing the meaning of its contents, and I have consulted with other officers, employees, representatives or advisers of the Borrower and its Subsidiaries with respect to providing this Certificate. I have made such other investigations and inquiries as I have deemed necessary or prudent for such purposes.

2. I have reviewed the historical and pro forma financial information for Borrower and its Subsidiaries and for FIS and its Subsidiaries as set forth in the Proxy Statement filed with the Securities and Exchange Commission in connection with the proposed Merger and based thereon, the Borrower and its Subsidiaries, taken as a whole, prior to and immediately after the effectiveness of the Loan and the Merger: (a) own and will own assets the fair saleable value of which are (i) greater than the total amount of their liabilities (including contingent liabilities) and (ii) greater than the amount that will be required to pay the probable liabilities of their then existing debts as they become absolute and matured considering all financing alternatives and potential asset sales reasonably available to them; (b) has capital that is not unreasonably small in relation to their business as presently conducted or after giving effect to any contemplated transaction; and (c) do not intend to incur and do not believe that they will incur debts beyond its ability to pay such debts as they become due.

3. At the time of the authorization and declaration of the Dividend by the Board of Directors of the Borrower (or committee thereof), and at the time of payment of the Special Dividend and after giving effect to payment thereof (assuming for purposes hereof such Dividend were paid on the date hereof) (i) the Borrower will be able to pay its debts as they become due in the usual course of business, and (ii) the Borrower's total assets will not be less than the sum of its total liabilities plus the amount that would be needed, if the Borrower were to be dissolved at the time of the payment of the Dividend, to satisfy the preferential rights upon dissolution of shareholders of the Borrower whose preferential rights are superior to those receiving the Dividend.

IN WITNESS WHEREOF, I have hereunto signed my name this day of January, 2006.

By: ______________________________
Name: Michael T. Vollkommer
Title: Chief Financial Officer

EXHIBIT 3.1(b)(xii)

FORM OF FIS CERTIFICATE

Reference is made to the Term Loan Agreement dated as of January 31, 2006 (the "Credit Agreement"), among Certegy Inc., a Georgia corporation ("Certegy"), the Lenders from time to time party thereto, and SunTrust Bank, as Administrative Agent ("SunTrust Bank"). Terms defined in the Credit Agreement are used herein with the same meanings. This Certificate is being delivered to Certegy by the undersigned in his capacity as Vice President and Treasurer of Fidelity National Information Services, Inc., a Delaware corporation ("FNIS"), in connection with the Funding Date Certificate that Certegy is delivering to SunTrust Bank pursuant to Section 3.2(b)(x) of the Credit Agreement on the closing date thereof.

I, Patrick Farenga, Vice President and Treasurer of FNIS, DO HEREBY CERTIFY, in such capacity, on behalf of FNIS, and not individually, to Certegy that, as of the date hereof:

(A) the FIS Credit Facility is in full force and effect and there is no Default or Event of Default (each as defined therein) existing thereunder; (B) there are no conditions to the effectiveness of the Amendment No. 1 and Addendum to Credit Agreement dated as of September 26, 2005 (the "FNIS Amendment") other than the passage of time, the release of the Company Joinder Agreement and the Subsidiary Guaranty Supplement (as such terms are defined in the FNIS Amendment) and related opinions and certificates from escrow, which release from escrow shall occur as a result of the passage of time on the effective date of the consummation of the Merger, the consummation of the Merger and the payment of fees related to the FIS Credit Facility; (C) after giving effect to the Merger, there will be sufficient availability under the FIS Credit Facility and/or from unrestricted cash and cash equivalents on hand to repay the Loan in full; and (D) on the effective date of the consummation of the Merger, FNIS, another "Borrower" under and as defined in the FIS Credit Facility or their respective subsidiaries will repay the Loan in full with immediately available funds directly to SunTrust Bank.

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: ______________________________
Name: Patrick Farenga
Title: Vice President and Treasurer

Exhibit 99.3

TERM LOAN NOTE

$250,000,000 — Atlanta, Georgia
January 31, 2006

FOR VALUE RECEIVED, the undersigned, Certegy Inc., a Georgia corporation (the *"**Borrower**"*), hereby promises to pay to the order of SunTrust Bank (the *"**Lender**")* or its registered assigns, at the office of SunTrust Bank (*"**SunTrust**"*) at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, on the Maturity Date (as defined in the Term Loan Agreement dated as of January 31, 2006 (as the same may be amended, supplemented or otherwise modified from time to time, the *"**Credit Agreement**"*; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement), among the Borrower, the lenders from time to time party thereto, and SunTrust, as administrative agent for the lenders, the lesser of the principal sum of **TWO HUNDRED FIFTY MILLION AND 00/100 DOLLARS ($250,000,000)** and the aggregate unpaid principal amount of the Loans made by the Lender to the Borrower pursuant to the Credit Agreement in Dollars in immediately available funds, and to pay interest from the date hereof on the principal amount thereof from time to time outstanding, in like funds, at said office, at the rate or rates per annum and payable on such dates as provided in the Credit Agreement. In addition, should legal action or an attorney-at-law be utilized to collect any amount due hereunder, the Borrower further promises to pay all costs of collection, including the actual, reasonable attorneys' fees of the Lender.

The Borrower promises to pay interest, on demand, on any overdue principal and, to the extent permitted by law, overdue interest from their due dates at a rate or rates provided in the Credit Agreement.

All borrowings evidenced by this Term Loan Note and all payments and prepayments of the principal hereof and the date thereof shall be endorsed by the holder hereof on the schedule attached hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof, or otherwise recorded by such holder in its internal records; provided, that the failure of the holder hereof to make such a notation or any error in such notation shall not affect the obligations of the Borrower to make the payments of principal and interest in accordance with the terms of this Term Loan and the Credit Agreement.

This Term Loan Note is issued in connection with, and is entitled to the benefits of, the Credit Agreement which, among other things, contains provisions for the acceleration of the maturity hereof upon the happening of certain events, for prepayment of the principal hereof prior to the maturity hereof and for the amendment or waiver of certain provisions of the Credit Agreement, all upon the terms and conditions therein specified. THIS TERM LOAN NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

CERTEGY INC.

By: /s/ Michael T. Vollkommer
Name: Michael T. Vollkommer
Title: Executive Vice President and
Chief Financial Officer

AMENDMENT NO. 1 AND ADDENDUM TO CREDIT AGREEMENT

AMENDMENT NO. 1 AND ADDENDUM TO CREDIT AGREEMENT (this "**Amendment**") dated September 26, 2005 and effective as of the Amendment No. 1 Effective Date (as defined below), to the Credit Agreement dated as of March 9, 2005 (as in effect immediately prior to the effectiveness hereof, the "**Credit Agreement**") among Fidelity National Information Solutions, Inc. ("**Solutions**"), Fidelity National Tax Service, Inc. ("**Tax**"), Fidelity National Information Services, Inc. ("**Holdings**"), each lender from time to time party hereto (collectively, the "**Lenders**" and individually, a "**Lender**") and Bank of America, N.A. ("**Bank of America**"), as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer (in such capacity, the "**Administrative Agent**").

RECITALS:

1. Holdings, Solutions and Tax have advised the Lenders that Holdings wishes to undertake the Certegy Merger (as defined below) and that in connection with the Certegy Merger, Holdings and the Borrowers will become wholly-owned Subsidiaries of the Company (as defined below).

2. In order to consummate the Certegy Merger and maintain the Credit Agreement in the manner desired by Holdings, the Borrowers and the Company, the parties hereto wish to (a) amend the Credit Agreement in the manner described herein, including by (i) adding the Company as a "Borrower" and a "Guarantor Party", and otherwise making the Company a party to the Credit Agreement and (ii) replacing Holdings with the Company as the parent of the consolidated group of obligors under the Loan Documents and (iii) adding certain of the Certegy Restricted Companies as "Guarantors" under the Credit Agreement and (b) amending the Security Agreement to comply with the indenture governing the Certegy Notes (as defined below). The Lenders party hereto and the Administrative Agent are willing to agree to such amendments on and subject to the terms and conditions set forth herein.

3. The parties hereto therefore agree as follows:

SECTION 1. Certain Definitions. Each term used herein which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, on and after the Amendment No. 1 Effective Date, refer to the Credit Agreement as amended hereby.

SECTION 2. Defined Terms.

(a) Section 1.01 of the Credit Agreement is hereby amended by adding, in appropriate alphabetical order, the following defined terms:

"**Amendment No. 1**" means Amendment No. 1 and Addendum to Credit Agreement dated September 26, 2005 and effective as of the Amendment No. 1 Effective Date.

"**Amendment No. 1 Effective Date**" has the meaning set forth in Section 7 of Amendment No. 1.

"**Brazilian Joint Venture**" means that joint venture among Certegy LTDA, Banco Bradesco S.A., and Banco ABN AMRO Real S.A. and any future members.

"**Certegy**" means Certegy Inc., a Georgia corporation.

"**Certegy Merger**" means the merger between Merger Sub and FNIS, with Merger Sub as the surviving entity, all pursuant to the Certegy Merger Agreement.

"**Certegy Merger Agreement**" means the Agreement and Plan of Merger among Certegy, Merger Sub and FNIS dated as of September 14, 2005.

"**Certegy Merger Dividend**' means the one-time special cash dividend in an amount not to exceed $3.75 per share of Certegy's common stock payable to record holders of Certegy's common stock immediately prior to the Certegy Merger pursuant to the Certegy Merger Agreement.

"**Certegy Notes**" means the Company's 4.75% Notes due 2008 issued pursuant to the Indenture dated September 10, 2003 between the Company and SunTrust Bank.

"**Certegy Restricted Companies**" means the Company and its Restricted Subsidiaries other than the Solutions Restricted Companies and the Tax Restricted Companies.

"**Company**" means Certegy Inc., a Georgia corporation, which shall be renamed "Fidelity National Information Services, Inc.", a Georgia corporation, contemporaneously with the Certegy Merger.

"**Company Joinder Agreement**" means the Joinder Agreement dated as of the Amendment No. 1 Effective Date between the Company and the Administrative Agent, substantially in the form of Annex I.

"**FNIS**" means Fidelity National Information Services, Inc., a

---

Delaware corporation.

“**Merger Sub**” means C Co Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of the Company.

(b) The definitions of the following terms set forth in Section 1.01 of the Credit Agreement are hereby amended to read in full as follows:

“**Borrower**” means each of Solutions, Tax and the Company; and “**Borrowers**” means all of Solutions, Tax and the Company.

“**Change of Control**” means the earliest to occur of (a) (i) a “person” or “group” (as such terms are used in Sections 13(d) and 14(d)(2) of the 1934 Act, but excluding any employee benefit plan of such person and its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders, shall become the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the 1934 Act), directly or indirectly, of more than the greater of (A) 35% of the then outstanding voting stock of the Company and (B) the percentage of the then outstanding voting stock of the Company owned, directly or indirectly, beneficially by the Permitted Holders, and (ii) during any period of twelve consecutive months, the board of directors of the Company shall cease to consist of a majority of the Continuing Directors;

(b) any “Change of Control” (or any comparable term) in any document pertaining to any Junior Financing with an aggregate outstanding principal amount in excess of the Threshold Amount; and

(c) either Solutions or Tax ceasing to be a directly or indirectly wholly owned Subsidiary of the Company.

“**Continuing Directors**” shall mean the directors of the Company on the Amendment No. 1 Effective Date, after giving effect to the Certegy Merger and the other transactions contemplated by Amendment No. 1, and each other director, if, in each case, such other directors’ nomination for election to the board of directors of the Company is recommended by a majority of the then Continuing Directors or such other director receives the vote of the Permitted Holders in his or her election by the stockholders of the Company.

“**Fidelity Companies**” means the Company and its Subsidiaries.

“**Guarantors**” means, collectively, (i) each Guarantor Party, (ii) each Restricted Subsidiary of any Borrower that is a Domestic Subsidiary on the Amendment No. 1 Effective Date (other than a Regulated

Subsidiary) and listed on Schedule 1.01B and (iii) each Additional Guarantor.

“**Holdings**” means FNIS and, after giving effect to the Certegy Merger, Merger Sub as survivor of the Certegy Merger and the successor by such merger to FNIS.

“**Interest Coverage Ratio**” means, as of the end of any fiscal quarter of the Company for the four fiscal quarter period ending on such date, the ratio of (a) Consolidated EBITDA of the Company and its Consolidated Subsidiaries for such period to (b) Consolidated Interest Charges of the Company and its Consolidated Subsidiaries for such period; *provided* that for the purpose of calculating the Interest Coverage Ratio on any day prior to the expiration of four full fiscal quarters since the Closing Date, Consolidated Interest Charges shall be determined for the period commencing on the Closing Date and ending on the last day of the most recently ended fiscal quarter, annualized on a simple arithmetic basis.

“**Junior Financing**” means any Permitted Subordinated Indebtedness.

“**Permitted Acquisition Debt**” means any Permitted Subordinated Indebtedness or any Permitted Senior Indebtedness permitted to be incurred pursuant to Section 7.03(a), in each case incurred in connection with a Permitted Acquisition.

“**Unrestricted Subsidiary**” means (a) each Subsidiary of the Company listed on Schedule 1.01E and (b) any Subsidiary of the Company designated by the board of directors of the Company as an Unrestricted Subsidiary pursuant to Section 6.15 subsequent to the Amendment No. 1 Effective Date.

(c) *Definition of “Cash Equivalents”*. Section 1.01 of the Credit Agreement is further amended by adding the following proviso at the end of clause (j) of the definition of “Cash Equivalents”: “*provided* that up to $50,000,000 in the aggregate for all Foreign Subsidiaries of non-Dollar denominated Investments maturing within 12 months of the acquisition thereof may be made with any commercial bank organized under the laws of any foreign country recognized by the United States of America that does not meet the ratings requirement of an Approved Foreign Bank.”

(d) *Replacement of References to “Holdings”*. Except as expressly set forth in this Amendment (including in any defined term amended hereby), each reference in the Credit Agreement to “Holdings” is hereby amended to refer to “the Company”.

(e) *Certain Conforming Changes*. Set forth on Annex A to this Amendment are certain changes to the Credit Agreement to conform references therein to the parties or their Subsidiaries to reflect the foregoing provisions of this Section 2.

(f) *Deleted Definitions.* Section 1.01 of the Credit Agreement is further amended by deleting the definitions of (i) “Contributed Holdco Debt”, (ii) “Permitted Holdco Debt”, (iii) “Qualifying IPO” and (iv) “Qualifying IPO Issuer”.

(g) *Accounting Terms*. Section 1.03(c) of the Credit Agreement is hereby amended by adding the following phrase immediately after the term “Specified Transactions” in both places therein: “or the Certegy Merger”.

SECTION 3. Schedules and Annexes.

(a) *Schedule 1.01B*. Schedule 1.01B to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 1.01B attached to the Company Joinder Agreement.

(b) *Schedule 1.01E*. Schedule 1.01E to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 1.01E attached to the Company Joinder Agreement.

(c) *Schedule 7.01*. Schedule 7.01 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.01 attached to the Company Joinder Agreement.

(d) *Schedule 7.02*. Schedule 7.02 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.02 attached to the Company Joinder Agreement.

(e) *Schedule 7.03*. Schedule 7.03 to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 7.03 attached to the Company Joinder Agreement.

(f) The annex that is attached hereto as Annex I is hereby added as Annex I to the Credit Agreement.

SECTION 4. Amendments to Covenants.

(a) *Use of Proceeds*. Section 6.11 of the Credit Agreement is hereby amended to read in full as follows:

Section 6.11. *Use of Proceeds*. Use the proceeds of the Credit Extensions (i) to repay the FNF Note evidencing the Closing Date Dividend, (ii) to repay existing Indebtedness of Holdings, (iii) to pay fees and expenses incurred in connection with the Transaction or the Certegy Merger, (iv) to

repay existing Indebtedness of Certegy in connection with the Certegy Merger, (v) to finance the Certegy Merger Dividend and (vi) to provide ongoing working capital and for other general corporate purposes of the Restricted Companies and their Subsidiaries (including Permitted Acquisitions).

(b) *Further Assurances*.

(i) Section 6.12(c) of the Credit Agreement is hereby amended to read in full as follows:

(c) (i) None of the assets of any Tax Restricted Company or any Certegy Restricted Company shall be required to be pledged to support the Obligations so long as the FNF 2011 Notes, the FNF 2013 Notes or the Certegy Notes, or any instrument (other than any instrument entered into between FNF and any of its Affiliates) that contains a similar negative pledge or requirement for the grant of pari passu liens, remain outstanding and such Persons are “Restricted Subsidiaries” (or comparably classified and restricted) thereunder and (ii) no “Principal Facility”, or any interest therein, the Equity Interests of any “Subsidiary”, or any “Indebtedness” of any “Subsidiary” to the “Company” or any other “Subsidiary” (in each case as such terms are defined in the indenture governing the Certegy Notes) acquired after the Certegy Merger, shall be pledged to support the Obligations so long as the Certegy Notes, or any instrument (other than an instrument entered into between FNF and any of its Affiliates) that contains a similar negative pledge or requirement for the grant of pari passu liens, remain outstanding and such Persons are “Subsidiaries” (or comparably classified and restricted) thereunder, to the extent that grant of a Lien on the same would result in an obligation to grant a Lien to secure the Certegy Notes (as contemplated by Section 4.04 of the indenture governing the Certegy Notes, as in effect on the Amendment No. 1 Effective Date); *provided* that, within 30 days, or such longer period as the Administrative Agent may agree in its reasonable discretion, after all such notes and instruments cease to be outstanding or any such Person ceases to be so classified and restricted, the Borrowers shall cause each such Person that is a Guarantor to comply with Sections 6.12(b)(iii), (b)(iv) and (b)(v).

(ii) Section 6.12(g) is hereby amended by (A) deleting the word “and” appearing at the end of clause (i) thereto and inserting a “,”, (B) adding at the end of clause (ii) thereto the words “; and” and (C) inserting a new clause (iii) thereto that reads in full as follows:

(iii) the Administrative Agent shall not take a Lien on any “Principal Facility”, or any interest therein, the Equity Interests of

any “Subsidiary”, or any “Indebtedness” of any “Subsidiary” to the “Company” or any other “Subsidiary” (in each case as such terms are defined in the indenture governing the Certegy Notes) acquired after the Certegy Merger, to the extent that the grant of a Lien on the same would result in an obligation to grant a Lien to secure the Certegy Notes (as contemplated by Section 4.04 of the indenture governing the Certegy Notes, as in effect on the Amendment No. 1 Effective Date).

(c) *Liens*.

(i) Section 7.01(b) of the Credit Agreement is hereby amended to replace the words “on the date hereof” contained in the first line thereof with the words “on the Amendment No. 1 Effective Date”.

(ii) The final sentence of Section 7.01 of the Credit Agreement is hereby amended to read in full as follows:

Without limitation of the foregoing, in no event shall (A) any Certegy Restricted Company or any Tax Restricted Company create, incur, assume or suffer to exist any Lien upon any of its properties, assets or revenues, whether now owned or hereafter acquired (other than Liens, if any, that may be provided in the future under the Loan Documents), if the effect thereof is to require an

additional Lien (including on an equal and ratable basis) for the benefit of the holders of the FNF 2011 Notes, the FNF 2013 Notes or the Certegy Notes or (B) any Restricted Company create, incur, assume or suffer to exist any Lien upon the real property located at 601 Riverside Avenue, Jacksonville, Florida, securing Indebtedness for borrowed money (other than Liens, if any, that may be provided in the future under the Loan Documents).

(d) *Investments*.

(i) Section 7.02(f) of the Credit Agreement is hereby amended to replace the words "on the date hereof" contained in the first line thereof with the words "on the Amendment No. 1 Effective Date."

(ii) Section 7.02(h)(ii) of the Credit Agreement is hereby amended by deleting the words "or Permitted Holdco Debt" at the end of such Section.

(iii) Section 7.02(j) of the Credit Agreement is hereby amended to read in full as follows:

(j) Investments (i) in the Brazilian Joint Venture not to exceed $150,000,000 and (ii) Investments made by the Brazilian Joint Venture.

(v) Section 7.02(q) of the Credit Agreement is hereby amended to read in full as follows:

(q) Investments in connection with the Closing Date Dividend, the repayment of the FNF Note, the repayment of any Indebtedness of the Company in connection with the Certegy Merger and the Certegy Merger Dividend.

(e) *Indebtedness.*

(i) Section 7.03(c) of the Credit Agreement is hereby amended by replacing the words "on the date hereof" contained therein with the phrase "on the Amendment No. 1 Effective Date".

(ii) Section 7.03(s) of the Credit Agreement is hereby amended to read in full as follows:

(s) Indebtedness pursuant to the Credit Agreement dated as of June 29, 2001 between the Company and First Union National Bank, and any modification, refinancing or extension thereof that does not increase the aggregate commitment of the lenders thereunder; *provided* that the proceeds of any borrowings made thereunder after the Amendment No. 1 Effective Date shall be used solely in connection with the card settlement operations of the Company and its Subsidiaries.

(f) *Fundamental Changes*. Section 7.04 of the Credit Agreement is hereby amended by (i) deleting the word "and" at the end of clause (c) thereto, (ii) adding at the end of clause (d) thereto, the words "; and" and (iii) adding a new clause (e) thereto that reads in full as follows: "(e) the Certegy Merger may be consummated."

(g) *Dispositions*. Clause (d) of Section 7.05 of the Credit Agreement is hereby amended to read in full as follows:

(d) Dispositions of property by (i) a Solutions Restricted Company to another Solutions Restricted Company, (ii) a Tax Restricted Company or a Certegy Restricted Company to a Restricted Company or (iii) a Solutions Restricted Company to a Tax Restricted Company or a Certegy Restricted Company (A) in the ordinary course of business or (B) with a fair market value for all such Dispositions pursuant to this clause (B) after the Closing Date not exceeding $100,000,000, in each case including any such Dispositions effected pursuant to a merger, liquidation

or dissolution; *provided* that if the transferor of such property is a Guarantor or a Borrower (x) the transferee thereof must either be a Borrower or a Guarantor or (y) to the extent such transaction constitutes an Investment, such transaction is permitted under Section 7.02;

(h) *Restricted Payments*. Section 7.06 of the Credit Agreement is hereby amended to read in full as follows:

Section 7.06. *Restricted Payments.* Declare or make, directly or indirectly, any Restricted Payment, except:

(a) each Restricted Subsidiary may make Restricted Payments to the Borrower that is its parent and to any other Restricted Company (and, in the case of a Restricted Payment by a non-wholly owned Restricted Subsidiary, to (i) a Borrower or another Restricted Subsidiary and (ii) each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests);

(b) any Restricted Company may declare and make dividend payments or other distributions payable solely in the Equity Interests (other than Disqualified Equity Interests) of such Person;

(c) so long as no Event of Default shall have occurred and be continuing or would result therefrom, the Company may make Restricted Payments with the proceeds received from any Permitted Equity Issuance to the extent not required to prepay the Term Loans pursuant to Section 2.05(b);

(d) (i) on the Closing Date, Solutions and Tax may pay the Closing Date Dividend to Holdings, and Holdings may make the other Restricted Payments contemplated by this Agreement to consummate the Transaction and (ii) on the Amendment No. 1 Effective Date, the Company may pay the Certegy Merger Dividend to its shareholders, determined before giving effect to the Certegy Merger (and FNIS and its Subsidiaries may make a payment to the Company to enable it to make such payment);

(e) to the extent constituting Restricted Payments, the Company and its Restricted Subsidiaries may enter into transactions expressly permitted by Section 7.04, 7.05(e), 7.05(n) or 7.08;

(f) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests

represent a portion of the exercise price of such options or warrants;

(g) the Company may pay for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of the Company held by any future, present or former director, officer, member of management, employee or consultant of the Company or any of its Subsidiaries (or the estate, heirs, family members, spouse or former spouse of any of the foregoing); *provided* that the aggregate amount of Restricted Payments made under this clause (g) does not exceed in any calendar year $15,000,000 (with unused amounts in any calendar year being carried over to the two succeeding calendar years); and *provided further* that such amount in any calendar year may be increased by an amount not to exceed (i) the cash proceeds from the sale of Equity Interests (other than Disqualified Equity Interests) to directors, officers, members of management, employees or consultants of the Company or of its Subsidiaries (or the estate, heirs, family members, spouse or former spouse of any of the foregoing) that occurs after the Closing Date plus (ii) the amount of any cash bonuses or change of control payments otherwise payable to directors, officers, members of management, employees or consultants of the Company or any of its Subsidiaries in connection with the Transaction or the Certegy Merger that are foregone in return for the receipt of Equity Interests of the Company pursuant to a deferred compensation plan of such Person plus (iii) the cash proceeds of key man life insurance policies received by the Company or its Subsidiaries after the Closing Date (*provided* that the Company may elect to apply all or any portion of the aggregate increase contemplated by clauses (i), (ii) and (iii) above in any calendar year) less (iv) the amount of any Restricted Payments previously made pursuant to clauses (i), (ii) and (iii) of this clause (g);

(h) the Company may make cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the Company and its Restricted Companies;

(i) so long as (x) no Event of Default shall have occurred or be continuing or would result therefrom and (y) its common stock is publicly traded, the Company may pay dividends on its common stock in an amount not to exceed $60,000,000 in the aggregate for any fiscal year; and

(j) so long as no Event of Default shall have occurred or be continuing or would result therefrom, in addition to the foregoing Restricted Payments, the Company may make additional Restricted Payments, in an aggregate amount not to exceed $50,000,000 (such amount to be increased to (i) $75,000,000 if the Senior Secured Leverage Ratio as of the last day of the immediately preceding four fiscal quarters was less than 3.75:1 and (ii) $100,000,000 if the Senior Secured Leverage Ratio as of the last day of the immediately preceding four fiscal quarters was less than 3.25:1); *provided* that such amounts may be increased by an amount equal to 50% of Cumulative Excess Cash Flow that is Not Otherwise Applied.

(i) *Change in Nature of Business*. Section 7.07 of the Credit Agreement is hereby amended by replacing the words “on the date hereof” contained therein with the words “on the Amendment No. 1 Effective Date”.

(j) *Transactions with Affiliates*. Section 7.08(g) of the Credit Agreement is hereby amended by deleting the parenthetical clause “(or after a Qualifying IPO, the Qualifying IPO Issuer)” contained therein.

(k) *Burdensome Agreements*. Section 7.09 of the Credit Agreement is hereby amended by adding, at the end of clause (ii) thereto, the following words: “or are binding on the Certegy Restricted Companies on the date of the Certegy Merger, so long as such Contractual Obligations were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary”.

(l) *Prepayments, Etc. of Indebtedness*. Section 7.14(a)(i) of the Credit Agreement is hereby amended by deleting both references to “, Permitted Holdco Debt” contained therein.

(m) *Limitation on Holdings’ Activities*. Section 7.15 of the Credit Agreement is hereby amended to read in full as follows:

Section 7.15 [Intentionally Left Blank].

(n) *Capital Expenditures*.

(i) The table set forth in Section 7.17(a) of the Credit Agreement is hereby amended to read in full as follows:

Year	Amount
2006	$ 260,000,000
2007	$ 275,000,000
2008	$ 290,000,000
2009	$ 305,000,000
2010	$ 320,000,000
2011	$ 335,000,000
2012	$ 350,000,000

(ii) Section 7.17(b) of the Credit Agreement is hereby amended by (A) deleting the word "and" at the end of clause (ii) thereto, (B) adding at the end of clause (iii) thereto, the word "and" and (C) adding a new clause (iv) thereto that reads in full as follows: "(iv) the Investments in the Brazilian Joint Venture shall not be included in the calculation of Capital Expenditures for purposes of this Section 7.17."

SECTION 5. Amendment of Guaranty. Section 10.01 of the Credit Agreement is hereby amended to read in full as follows:

Section 10.01. *Guaranty*. Each Borrower hereby guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all Obligations of each other Borrower, in each case now or hereafter existing (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, fees, indemnities, contract causes of action, costs, expenses or otherwise (each Borrower in its capacity as guarantor under this Article 10, a "Guarantor Party", and such Obligations, for any Guarantor Party, its "Guaranteed Obligations"). Without limiting the generality of the foregoing, the liability of each Guarantor Party shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Secured Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

SECTION 6. Amendment of the Security Agreement. The proviso to Section 1 of the Security Agreement is hereby amended by (i) deleting the word "and" appearing at the end of clause (F) thereto and inserting a ",", (ii) adding at the end of clause (G) thereto the words "; and" and (iii) inserting a new clause (H) thereto that reads in full as follows:

(H) any "Principal Facility", or any interest therein, the Equity Interests of any "Subsidiary", or any "Indebtedness" of any "Subsidiary" to the "Company" or any other "Subsidiary" (in each case as such terms are defined in the indenture governing the Certegy Notes) acquired after the Certegy Merger and solely to the extent that grant of a Lien on the same would result in an

obligation to grant a Lien to secure the Certegy Notes (as contemplated by Section 4.04 of the indenture governing the Certegy Notes, as in effect on the Amendment No. 1 Effective Date).

SECTION 7. Representations and Warranties. Each of Solutions and Tax, each as a Borrower under the Credit Agreement, hereby represents and warrants to the Agents and the Lenders as follows:

(a) *Authorization; No Contravention.* The execution, delivery and performance by such Person of this Amendment are (a) within such Person's corporate or other powers, (b) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (c) do not and will not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any payment to be made under, (A) any Junior Financing Documentation, (B) any other Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (C) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (ii) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(b) *Binding Effect.* This Amendment has been duly executed and delivered by each Loan Party that is party hereto. This Amendment constitutes a legal, valid and binding obligation of each Loan Party that is a party hereto, enforceable against such Loan Party in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

SECTION 8. Conditions To Effectiveness of Amendment. This Amendment shall become effective upon the satisfaction of the following conditions (the "Amendment No. 1 Effective Date"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals, or electronic copies or facsimiles followed promptly by originals (unless otherwise specified), each properly executed by a Responsible Officer of the signing Loan Party (as applicable), each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) executed counterparts of (A) this Amendment, (B) the Company Joinder Agreement, (C) a Subsidiary Guaranty Supplement dated as of the Amendment No. 1 Effective Date substantially in the form

attached as Annex B hereto from certain of the Certegy Restricted Companies (other than the Company) such that the Company and its Restricted Subsidiaries shall be in compliance with Section 6.12 of the Credit Agreement and (D) Amendment No. 1 to the Security Agreement dated as of the Amendment No. 1 Effective Date, which sets forth the provisions set forth in Section 6 hereof.

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party;

(iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Certegy Restricted Company is duly organized or formed, validly existing, in good standing and qualified to engage in business in its jurisdiction of organization;

(iv) opinions of counsel to the Loan Parties, addressed to each Agent and each Lender and in form and substance and with respect to such matters as shall be reasonably satisfactory to the Administrative Agent;

(v) a certificate signed by a Responsible Officer of the Borrowers certifying as to the satisfaction of the conditions set forth in Section 7(e) and (f) of this Amendment;

(vi) a certificate attesting to the Solvency of the Loan Parties and the Restricted Subsidiaries (taken as a whole) after giving effect to the Certegy Merger, the Certegy Merger Dividend, this Amendment and each of the other transactions contemplated to occur on the Amendment No. 1 Effective Date from the chief financial officer of the Company; and

(vii) certified copies of the Certegy Merger Agreement and all other material agreements, instruments and other documents delivered in connection therewith as the Administrative Agent shall reasonably request.

(b) The Borrowers are in compliance with the fee letter executed in connection with this Amendment and all fees and expenses required to be paid on or before the Amendment No. 1 Effective Date shall have been paid in full in cash.

(c) The Certegy Merger shall simultaneously be consummated in accordance with the terms of the Certegy Merger Agreement (which shall not have been changed or any condition therein waived if such change or waiver

---

would be adverse to the interests of the Lenders without the prior written consent of the Arrangers).

(d) The Arrangers and the Lenders shall have received the pro forma unaudited consolidated combined financial statements of the Company and its Subsidiaries (including without limitation Solutions, Tax and their Subsidiaries) for the fiscal year ended December 31, 2004 and the pro forma unaudited consolidated combined financial statements of the Company and its Subsidiaries for the two fiscal quarters ending June 30, 2005, each giving pro forma effect to the Certegy Merger, the Certegy Merger Dividend, this Amendment, and each of the other transactions contemplated hereby to occur on the Amendment No. 1 Effective Date as if they had occurred on January 1, 2004 or January 1, 2005, as the case may be.

(e) The representations and warranties of Holdings, the Tax Restricted Companies and the Solutions Restricted Companies contained in Section 7 of this Amendment, in Article 5 of the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

(f) No Event of Default shall exist with respect to Holdings and its Subsidiaries.

SECTION 9. Miscellaneous.

(a) *Governing Law*. This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

FIDELITY NATIONAL
INFORMATION SERVICES, INC.

By: /s/ Patrick Farenga
Name: Patrick Farenga
Title: Vice President and Treasurer

FIDELITY NATIONAL TAX SERVICE,
INC.

By: /s/ Patrick Farenga
Name: Patrick Farenga
Title: Vice President

FIDELITY NATIONAL
INFORMATION SOLUTIONS, INC.

By: /s/ Patrick Farenga
Name: Patrick Farenga

Title: Vice President

BANK OF AMERICA, N.A.
as Administrative Agent

By: /s/ John A. Fulton
Name: John A. Fulton
Title: Vice President

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "**Agreement**"), dated as of February 1, 2006, is entered into between Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (the "**Company**") and Bank of America, N.A. (the "**Administrative Agent**") under that certain Credit Agreement, dated as of March 9, 2005 among Fidelity National Information Solutions, Inc. ("**Solutions**"), Fidelity National Tax Service, Inc. ("**Tax**"), C Co Merger Sub LLC (formerly known as Fidelity National Information Services, Inc.) ("**Holdings**"), each lender from time to time party hereto (collectively, the "**Lenders**" and individually, a "**Lender**") and Bank of America, N.A. ("**Bank of America**"), as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer (in such capacity, the "**Administrative Agent**") (as the same may be amended, modified, extended or restated from time to time, the "**Credit Agreement**"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The Company and the Administrative Agent hereby agree as follows:

1. The Company hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the Company will be deemed to be a Borrower and a Guarantor Party under the Credit Agreement for all purposes of the Credit Agreement and the other Loan Documents and shall have all of the obligations of a Borrower and a Guarantor Party thereunder as if it had executed the Credit Agreement. The Company agrees to be bound by all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of a Borrower set forth in Article 5 of the Credit Agreement, (b) all of the covenants set forth in Articles 6 and 7 of the Credit Agreement and (c) all of the guaranty obligations set forth in Article 10 of the Credit Agreement.

2. Without limiting the generality of the terms of paragraph 1, the Company, subject to the limitations set forth in Article 10 of the Credit Agreement, hereby guarantees, jointly and severally with the other Guarantor Parties as provided in Article 10 of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the Company will, jointly and severally together with the other Guarantor Parties, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

3. The Company hereby represents and warrants to the Agents and the Lenders that:

(a) The execution, delivery and performance by the Company of this Agreement (i) are within its corporate or other powers, (ii) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (iii) do not and will not (A) contravene the terms of any of the Organization Documents of the Company, (B) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any payment to be made under, (1) any Junior Financing Documentation, (2) any other Contractual Obligation to which the Company is a party or affecting the Company or the properties of the Company or any of its Subsidiaries or (3) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which the Company or its property is subject; or (C) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (B) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(b) This Agreement has been duly executed and delivered by the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

(c) The schedules attached hereto as Schedules 1.01B, 1.01E, 7.01, 7.02 and 7.03 accurately set forth the information required for such schedules under the Credit Agreement as amended by Amendment No. 1.

4. The address of the Company for purposes of Section 11.02 of the Credit Agreement is as follows:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE COMPANY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE COMPANY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR

HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

FIDELITY NATIONAL INFORMATION SERVICES, INC., (formerly known as Certegy, Inc.), a Georgia corporation

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Senior Vice President

Acknowledged and accepted:

BANK OF AMERICA, N.A.

By: /s/ Liliana Claar
Name: Liliana Claar
Title: Vice President

Exhibit 99.7

SUBSIDIARY GUARANTY SUPPLEMENT

February 1, 2006

Bank of America, N.A.,
as Administrative Agent
101 North Tryon Street
Charlotte, NC 28255
Mail Code: NC1 001 15 11
Electronic Mail: brad.warfield@bankofamerica.com

Attention: Brad Warfield

Re: Credit Agreement dated as of March 9, 2005 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Fidelity National Information Solutions, Inc., a Delaware corporation, Fidelity National Tax Service, Inc., a California corporation, Fidelity National Information Services, Inc., a Delaware corporation, the Lenders party thereto and Bank of America, N.A., as L/C Issuer, Swing Line Lender, Collateral Agent and Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement and to the Subsidiary Guaranty referred to therein (such Subsidiary Guaranty, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Subsidiary Guaranty Supplement (this "**Guaranty Supplement**"), being the "**Subsidiary Guaranty**"). The capitalized terms defined in the Subsidiary Guaranty or in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

Section 1. *Guaranty; Limitation of Liability*. (a) The undersigned hereby, jointly and severally with the other Subsidiary Guarantors, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all Obligations of each other Loan Party now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "**Guaranteed Obligations**"). Without limiting the generality of the foregoing, the undersigned's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Secured Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) The undersigned, and by its acceptance of this Guaranty Supplement, the Administrative Agent, on behalf of itself and each other Secured Party, hereby confirms that it is the intention of all such Persons that this Guaranty Supplement, the Subsidiary Guaranty and the Obligations of the undersigned hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty Supplement and the Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Secured Parties and the undersigned hereby irrevocably agree that the Obligations of the undersigned Guarantor under this Guaranty Supplement and the Subsidiary Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of the undersigned under this Guaranty Supplement and the Subsidiary Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law.

(c) Subject to Section 4 of the Subsidiary Guaranty, the undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Secured Party under this Guaranty Supplement, the Subsidiary Guaranty, Article 10 of the Credit Agreement or any other guaranty, the undersigned will contribute, to the maximum extent permitted by applicable law, such amounts to each other Subsidiary Guarantor so as to maximize the aggregate amount paid to the Secured Parties under or in respect of the Loan Documents.

Section 2. *Obligations Under the Guaranty*. The undersigned hereby agrees, as of the date first above written, to be bound as a Subsidiary Guarantor by all of the terms and conditions of the Subsidiary Guaranty to the same extent as each of the other Subsidiary Guarantors thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Subsidiary Guaranty to an "**Additional Subsidiary Guarantor**" or a "**Subsidiary Guarantor**" shall also mean and be a reference to the undersigned, and each reference in any other Loan Document to an "**Additional Guarantor**" or a "**Loan Party**" shall also mean and be a reference to the undersigned.

Section 3. *Representations and Warranties*. The undersigned hereby represents and warrants to the Agents and the Lenders that:

(a) The execution, delivery and performance by the undersigned of this Guaranty Supplement (i) are within its corporate or other powers, (ii) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (iii) do not and will not (A) contravene the terms of any of the Organization Documents of the undersigned, (B) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any payment to be made under, (1) any Junior Financing Documentation, (2) any other Contractual Obligation to which the undersigned is a party or affecting the undersigned or the properties of the undersigned or any of its Subsidiaries or (3) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which the undersigned or its property is subject; or (C) violate, in any material

---

respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (B) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(b) This Guaranty Supplement has been duly executed and delivered by the undersigned. This Guaranty Supplement constitutes a legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

Section 4. *Delivery by Telecopier*. This Guaranty Supplement may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty Supplement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

Section 5. *GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC.* (a) THIS GUARANTY SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY SUPPLEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

[The remainder of the page is intentionally blank.]

Very truly yours,

CERTEGY CARD SERVICES, INC.

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Senior Vice President

CERTEGY CHECK SERVICES, INC.

By: /s/ Frederic Stern
Name: Frederic Stern
Title: Vice President and Treasurer

CERTEGY E-BANKING SERVICES, INC.

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Senior Vice President

CERTEGY FIRST BANKCARD SYSTEMS, INC.

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Senior Vice President

CERTEGY PAYMENT RECOVERY SERVICES, INC.

By: /s/ Frederic Stern
Name: Frederic Stern
Title: Vice President and Treasurer

CERTEGY PAYMENT SERVICES, INC.

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Senior Vice President

CERTEGY TRANSACTION SERVICES, INC.

By: /s/ Frederic Stern
Name: Frederic Stern
Title: Vice President and Treasurer

CRITTSON FINANCIAL CORPORATION

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Senior Vice President

GAMECASH INC.

By: /s/ Frederic Stern
Name: Frederic Stern
Title: Vice President and Treasurer

GAME FINANCIAL CORPORATION

By: /s/ Frederic Stern
Name: Frederic Stern
Title: Vice President and Treasurer

GAME FINANCIAL CORPORATION OF WISCONSIN

By: /s/ Frederic Stern
Name: Frederic Stern
Title: Vice President

Accepted and agreed:

BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties

By: /s/ Liliana Claar
Name: Liliana Claar
Title: Vice President

CERTEGY INC.
STOCK INCENTIVE PLAN
(as amended and restated as of September 14, 2005)

1. Purpose and Effective Date. The purpose of this Certegy Inc. Stock Incentive Plan, which has been amended and restated as of September 14, 2005, is to attract and retain directors, officers and other key employees for Certegy Inc., a Georgia corporation (the "Company") and its Subsidiaries, and to provide those persons with incentives and rewards for superior performance. The Plan became effective as of June 15, 2001, the date it was approved by the Company's Board of Directors. It was subsequently amended from time to time and, as of September 14, 2005, the Compensation Committee of the Board approved this amendment and restatement of the Plan, as provided herein, contingent on approval of the Company's shareholders.

2. Definitions. As used in this Plan:

"Board" means the Board of Directors of the Company.

"Change in Control" shall have the meaning provided in Section 9 of this Plan.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Committee" means the Compensation Committee of the Board, or any successor committee to which the responsibilities of that Committee are assigned.

"Common Share" means shares of common stock, par value $ .01 per share, of the Company or any security into which such Common Shares may be changed by reason of any transaction or event of the type referred to in Section 8 of this Plan.

"Company" means Certegy Inc., a Georgia corporation.

"Covered Employee" means a Participant who is, or is determined by the Board or the Committee to be likely to become, a "covered employee" within the meaning of Section 162(m) of the Code (or any successor provision).

"Date of Grant" means the date specified by the Board or the Committee on which a grant of Option Rights or a grant or sale of Restricted Shares shall become effective (which date shall not be earlier than the date on which the Board or the Committee or its designee takes action with respect thereto).

"Director" means a member of the Board of Directors of the Company.

"Employee Benefits Agreement" means the Employee Benefits Agreement between Equifax Inc. and the Company dated as of June 30, 2001, which provides for the treatment of the employee plans in connection with the spin-off of the Company from Equifax, Inc.

"Equifax Stock Incentive Plans" means the stock incentive plans sponsored by Equifax Inc., including the Equifax Inc. 2000 Stock Incentive Plan, the Equifax Inc. Omnibus Stock Incentive Plan, the 1995 Employee Stock Incentive Plan or the 1993 Employee Stock Incentive Plan.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, as such law, rules and regulations may be amended from time to time, including any successor statutes of similar intent.

"Immediate Family" has the meaning ascribed thereto in Rule 16a-1(e) under the Exchange Act (or any successor rule to the same effect).

"Incentive Stock Options" means Option Rights that are intended to qualify as "incentive stock options" under Section 422 of the Code or any successor provision.

"Management Objectives" means the measurable performance objective or objectives established pursuant to this Plan for Participants who have received grants of Option Rights, Restricted Shares and dividend credits pursuant to this Plan, which are subject to the achievement of Management Objectives. Management Objectives may be described in terms of Company-wide objectives or objectives that are related to the performance of the individual Participant or of the Subsidiary, division, department, region or function within the Company or Subsidiary in which the Participant is employed. The Management Objectives may be made relative to the performance of other corporations. The Management Objectives applicable to any award to a Covered Employee shall be based on specified levels of, or growth in, one or more of the following criteria, as determined for a single year, or cumulatively for a stated number of years, or as an average over a stated number of years, or otherwise as determined by the Committee at the time the Management Objective is established:

1. earnings;
2. earnings per share;
3. economic value added;
4. revenue;
5. operating profit;
6. net income;
7. total return to shareholders;
8. market share;
9. sales
10. working capital
11. profit margins;
12. cash flow/net assets ratio;
13. debt/capital ratio;
14. return on total capital;

15. return on equity;
16. return on assets; and
17. common stock price.

If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which it conducts its business, or other events or circumstances render the Management Objectives unsuitable, the Committee may in its discretion modify such Management Objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable, except in the case of a Covered Employee where such action would result in the loss of the otherwise available exemption of the award under Section 162(m) of the Code. In the case of a Covered Employee, in determining financial results, items whose exclusion from consideration will increase the award shall only have their effects excluded if they constitute "extraordinary" or "unusual" events or items under generally accepted accounting principles and all such events and items shall be excluded. The Committee shall also adjust the performance calculations to exclude the unanticipated effect on financial results of changes in the Code, or other tax laws, and the regulations thereunder. The Committee may decrease the amount of an award otherwise payable if, in the Committee's view, the financial performance during the performance cycle justifies such adjustment, regardless of the extent to which the Performance Measure was achieved.

"Market Value per Share" means, (i) the closing sale price per Common Share as reported on the principal exchange on which Common shares are then trading, if any, or, if applicable, the NASDAQ National Market System, on the date for which the value is being determined, or if there are no sales on such day, on the next preceding trading day during which a sale occurred, or (ii) if clause (i) does not apply, the fair market value of the Common Shares as determined by the Board or the Committee.

"Non-Employee Director" means a Director who is not an employee of the Company or any Subsidiary.

"Optionee" means the optionee named in an agreement evidencing an outstanding Option Right.

"Option Price" means the purchase price payable on exercise of an Option Right.

"Option Right" means the right to purchase Common Shares upon exercise of an option granted pursuant to Section 4 or Section 6 of this Plan.

"Participant" means a person who is selected by the Committee to receive benefits under this Plan and who is at the time an officer, or other key employee of the Company or any one or more of its Subsidiaries, or who has agreed to commence serving in any of such capacities within 60 days of the Date of Grant, and shall also include each Non-Employee Director who receives an award of Option Rights, Restricted Stock Units or Restricted Shares, or any other person, whether or not an employee, Non-Employee Director or officer, who renders significant services as a consultant or otherwise, in the discretion of the Committee.

"Plan" means this amended and restated Certegy Inc. Stock Incentive Plan, which was formerly known as the Certegy Inc. 2001 Stock Incentive Plan, as it may be further amended from time to time.

"Reload Option Rights" means additional Option Rights granted automatically to an Optionee upon the exercise of Option Rights pursuant to Section 4(f) of this Plan.

"Replacement Awards" means Option Rights or Restricted Shares that are issued in substitution of awards of option rights or restricted shares that were granted under the Equifax Stock Incentive Plans to former employees of Equifax Inc. or subsidiaries of Equifax Inc. who are employees of the Company or its Subsidiaries as of the date of the spin-off of the Company to the shareholders of Equifax Inc. or who become employees of the Company after such date pursuant to the Employee Benefits Agreement. As provided in Section 4(n), the Replacement

Awards shall have the same material terms and conditions under the Plan as such awards had under the respective Equifax Stock Incentive Plans.

"Restricted Shares" means Common Shares granted or sold pursuant to Section 5 or Section 6 of this Plan as to which neither the substantial risk of forfeiture nor the prohibition on transfers referred to in Section 5 has expired.

"Restricted Stock Units" or "RSUs" means a right granted under Section 5 of the Plan to receive a number of Shares or a cash payment for each such Share equal to the Fair Market Value of a Share on a specified date.

"Rule 16b-3" means Rule 16b-3 under the Exchange Act (or any successor rule to the same effect) as in effect from time to time.

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

"Spread" means the excess of the Market Value per Share on the date when Option Rights are surrendered in payment of the Option Price of Option Rights, over the Option Price or Base Price provided for in the related Option Right.

"Subsidiary" means a corporation, company or other entity (i) more than 50 percent of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than 50 percent of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter, owned or controlled, directly or indirectly, by the Company, except that for purposes of determining whether any person may be a Participant for purposes of any grant of Incentive Stock Options, "Subsidiary" means any corporation in which, at the time of the grant, the Company owns or controls, directly or indirectly, more than 50 percent of the total combined voting power represented by all classes of stock issued by such corporation.

"Voting Power" means at any time, the total votes relating to the then-outstanding securities entitled to vote generally in the election of Directors.

3. Shares Available Under the Plan.

(a) Subject to the adjustments provided for in Section 3(b) and Section 8 of this Plan, the number of Common Shares that may be issued or transferred (i) upon the exercise of Option Rights, (ii) as Restricted Shares or Restricted Stock Units and released from substantial risks of forfeiture thereof, (iii) as awards to Non-Employee Directors or (iv) in payment of dividend equivalents paid with respect to awards made under the Plan shall not exceed in the aggregate 14,598,182 Common Shares; provided, however, no more than an aggregate of 6,000,000 Common Shares may be issued pursuant to awards of Restricted Shares or Restricted Stock Units.. Such shares may be shares of original issuance or treasury shares or a combination of the foregoing.

(b) The number of Common Shares available in Section 3(a) above shall be adjusted to account for shares relating to awards that expire, are forfeited or are transferred, surrendered or relinquished upon the payment of any Option Price by the transfer to the Company of Common Shares or upon satisfaction of any withholding amount. Upon payment in cash of the benefit provided by any award granted under this Plan, any shares that were covered by that award shall again be available for issue or transfer hereunder. In addition to these adjustments, commencing on January 1, 2002, and on each January 1 thereafter ending on January 1, 2005, an additional number of Common Shares shall be added to the total available under Section 3(a), equal to one half percent (1/2 %) of the number of Common Shares issued and outstanding on that January 1st date.

(c) Notwithstanding anything in this Section 3, or elsewhere in this Plan, to the contrary and subject to adjustment as provided in Section 8 of this Plan, the aggregate number of Common Shares actually issued or transferred by the Company under this Plan upon the exercise of Incentive Stock Options shall not exceed 10,000,000 Common Shares. Subject to adjustments as provided in Section 8, no Participant shall be granted Option Rights for more than 1,000,000 Common Shares during any one calendar year; the number of shares issued as Restricted Shares or Restricted Stock Units to any Participant shall not exceed 400,000 Common Shares in any one calendar year; and no Non-Employee Director shall be granted Option Rights, Restricted Shares and Restricted Stock Units, in the aggregate, for more than 20,000 Common Shares in any one calendar year.

4. Option Rights. The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the granting to Participants of options to purchase Common Shares. Such grants may be original awards or Replacement Awards. Each such grant may utilize any or all of the authorizations, and shall be subject to all of the requirements contained in the following provisions:

(a) Each grant shall specify the number of Common Shares to which it pertains subject to the limitations set forth in Section 3 of this plan.

(b) Each grant shall specify an Option Price per share, which may not be less than the Market Value per Share on the Date of Grant, provided that this restriction shall not apply to Replacement Awards.

(c) Each grant shall specify whether the Option Price shall be payable (i) in cash or by check acceptable to the Company, (ii) by the actual or constructive transfer to the Company of Common Shares owned by the Optionee for at least 6 months (or other consideration authorized pursuant to Section 4(d)) having a value at the time of exercise equal to the total Option Price, or (iii) by a combination of such methods of payment.

(d) The Committee may determine, at or after the Date of Grant, that payment of the Option Price of any Option Right (other than an Incentive Stock Option) may also be made in whole or in part in the form of Restricted Shares or other Common Shares that are forfeitable or subject to restrictions on transfer, or other Option Rights (based on the Spread on the date of exercise). Unless otherwise determined by the Committee at or after the Date of Grant, whenever any Option Price is paid in whole or in part by means of any of the forms of consideration specified in this Section 4(d), the Common Shares received upon the exercise of the Option Rights shall be subject to such risks of forfeiture or restrictions on transfer as may correspond to any that apply to the consideration surrendered, but only to the extent, determined with respect to the consideration surrendered, of (i) the number of shares, or (ii) the Spread of any unexercisable portion of Option Rights.

(e) Any grant may provide for deferred payment of the Option Price from the proceeds of sale through a bank or broker on a date satisfactory to the Company of some or all of the shares to which such exercise relates.

(f) Any grant may, at or after the Date of Grant, provide for the automatic grant of Reload Option Rights to an Optionee upon the exercise of Option Rights (including Reload Option Rights) using Common Shares or other consideration specified in Section 4(d). Reload Option Rights shall cover up to the number of Common Shares or Option Rights surrendered to the Company upon any such exercise in payment of the Option Price or to meet any withholding obligations. Reload Options may not have an Option Price that is less than the applicable Market Value per Share at the time of exercise and shall be on such other terms as may be specified by the Committee, which may be the same as or different from those of the original Option Rights.

(g) Successive grants may be made to the same Participant whether or not any Option Rights previously granted to such Participant remain unexercised.

(h) Each grant shall specify the period or periods of continuous service by the Optionee with the Company or any Subsidiary that is necessary before the Option Rights or installments thereof will become exercisable and may provide for continued vesting of the Option Rights after a termination of employment by reason of the Optionee's retirement, death, disability or other events as specified by the Committee. Each grant may also provide for the earlier exercise of such Option Rights in the event of a Change in Control, retirement, death or disability of the Optionee or other similar transaction or event.

(i) Any grant of Option Rights may specify Management Objectives that must be achieved as a condition to the exercise of such rights.

(j) Option Rights granted under this Plan may be (i) options, including, without limitation, Incentive Stock Options that are intended to qualify under particular provisions of the Code, (ii) options that are not intended so to qualify, or (iii) combinations of the foregoing.

(k) The Committee may, at or after the Date of Grant of any Option Rights (other than Incentive Stock Options), provide for the payment of dividend equivalents to the Optionee on either a current or deferred or contingent basis or may provide that such equivalents shall be credited against the Option Price.

(l) No Option Right shall be exercisable more than 10 years from the Date of Grant.

(m) Each grant of Option Rights shall be evidenced by an agreement or other written notice from the Company by an officer and delivered to the Optionee and containing such terms and provisions, consistent with this Plan, as the Committee may approve.

(i) Each Replacement Award shall reflect the adjustments provided for in the Employee Benefits Agreements and shall have the same material terms and conditions as the award it replaces under the Equifax Stock Incentive Plans, as determined by the Committee. Notwithstanding any other provision in this Plan to the contrary, no Replacement Award in substitution of an award that qualified as an Incentive Stock Option immediately before the grant of the Replacement Award shall contain any term that is more favorable than the terms of the substituted award.

5. Restricted Shares and Restricted Stock Units. The Committee may also authorize the grant or sale of Restricted Shares and/or Restricted Stock Units to Participants. Each such grant or sale may utilize any or all of the authorizations, and shall be subject to all of the requirements, contained in the following provisions:

(a) Each such grant or sale of Restricted Shares shall constitute an immediate transfer of the ownership of Common Shares to the Participant in consideration of the performance of services, entitling such Participant to voting, dividend and other ownership rights, but subject to the substantial risk of forfeiture and restrictions on transfer hereinafter referred to.

(b) Each such grant or sale may be made without additional consideration or in consideration of a payment by such Participant that is less than Market Value per Share at the Date of Grant.

(c) Each such grant or sale may provide that the Restricted Shares covered by such grant or sale shall be subject to a “substantial risk of forfeiture” within the meaning of Section 83 of the Code for a period to be determined by the Committee at the Date of Grant and may provide for the earlier lapse of such substantial risk of forfeiture in the event of a Change in Control or other transaction or event; provided, however, that the Restricted Shares covered by any Replacement Award shall be subject to a “substantial risk of forfeiture” for the period provided in the award it replaced, as determined by the Committee.

(d) Each such grant or sale shall provide that during the period for which such substantial risk of forfeiture is to continue, the transferability of the Restricted Shares shall be prohibited or restricted in the manner and to the extent prescribed by the Board at the Date of Grant (which restrictions may include, without limitation, rights of repurchase or first refusal in the Company or provisions subjecting the Restricted Shares to a continuing substantial risk of forfeiture in the hands of any transferee).

(e) Any grant of Restricted Shares may specify Management Objectives that, if achieved, will result in termination or early termination of the restrictions applicable to such shares. Each grant may specify in respect of such Management Objectives a minimum acceptable level of achievement and may set forth a formula for determining the number of Restricted Shares on which restrictions will terminate if performance is at or above the minimum level, but falls short of full achievement of the specified Management Objectives.

(f) Any grant or sale of Restricted Shares may require that any or all dividends or other distributions paid thereon during the period of such restrictions be automatically deferred and reinvested in additional Restricted Shares, which may be subject to the same restrictions as the underlying award.

(g) Each grant or sale of Restricted Shares shall be evidenced by an agreement executed on behalf of the Company by any officer and delivered to and accepted by the Participant and shall contain such terms and provisions, consistent with this Plan, as the Committee may approve. Unless otherwise directed by the Committee, all certificates representing Restricted Shares shall be held in custody by the Company until all restrictions thereon shall have lapsed, together with a stock power or powers executed by the Participant in whose name such certificates are registered, endorsed in blank and covering such Shares.

(h) Restricted Stock Units (or RSUs). Awards of Restricted Stock Units may be made to Participants in accordance with the following terms and conditions:

(i) The Committee, in its discretion, shall determine and set forth in a written agreement the number of RSUs to grant to a Participant, the vesting period, and other terms and conditions of the award, including whether the award will be paid in cash, Common Shares or a combination of the two and the time when the award will be payable (*i.e.*, at vesting, termination of employment or another date).

(ii) Unless the agreement granting RSUs provides otherwise, RSUs shall not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(iii) A Participant to whom RSUs are awarded has no rights as a shareholder with respect to the Common Shares represented by the RSUs unless and until the Common Shares are actually delivered to the Participant; provided, however, RSUs may have dividend equivalent rights if provided for by the Committee.

(iv) The agreement granting RSUs shall set forth the terms and conditions that shall apply upon the termination of the Participant's employment with the Company (including a forfeiture of RSUs which have not vested upon Participant's ceasing to be employed) as the Committee may, in its discretion, determine at the time the award is granted.

(v) Any grant of RSUs may specify Management Objectives that, if achieved, may result in vesting or earlier vesting of all or a portion of the RSUs."

6. Awards to Non-Employee Directors. The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the granting to Non-Employee Directors of Option Rights and may also authorize the grant or sale of Restricted Shares or Restricted Stock Units to Non-Employee Directors.

(a) Each grant of Option Rights awarded pursuant to this Section 6 shall be upon terms and conditions consistent with Section 4 of this Plan and shall be evidenced by an agreement in such form as shall be approved by the Committee. Each grant shall specify an Option Price per share, which shall not be less than the Market Value per Share on the Date of Grant. Each such Option Right granted under the Plan shall expire not more than 10 years from the Date of Grant and shall be subject to earlier termination as hereinafter provided. Unless otherwise determined by the Committee, such Option Rights shall be subject to the following additional terms and conditions:

(i) Each grant shall specify the number of Common Shares to which it pertains subject to the limitations set forth in Section 3 of this plan.

(ii) In the event of the death or disability of the holder of any such Option Rights, each of the then outstanding vested Option Rights of such holder may be exercised at any time within a stated period after such death or disability, as provided by the Committee in the grant, but in no event after the expiration date of the term of such Option Rights.

(iii) If a Non-Employee Director subsequently becomes an employee of the Company or a Subsidiary while remaining a member of the Board, any Option Rights held under the Plan by such individual at the time of such commencement of employment shall not be affected thereby.

(iv) Option Rights may be exercised by a Non-Employee Director only upon payment to the Company in full of the Option Price of the Common Shares to be delivered. Such payment shall be made in cash or in Common Shares then owned by the optionee for at least six months, or in a combination of cash and such Common Shares.

(v) Any grant may provide for deferred payment of the Option Price from the proceeds of sale through a bank or broker on a date satisfactory to the Company of some or all of the shares to which such exercise relates.

(b) Each grant or sale of Restricted Shares or Restricted Stock Units pursuant to this Section 6 shall be upon terms and conditions consistent with Section 5 of this Plan.

7. Transferability.

(a) Except as otherwise determined by the Committee, no Option Right granted under the Plan shall be transferable by a Participant other than by will or the laws of descent and distribution. Except as otherwise determined by the Committee, Option Rights shall be exercisable during the Optionee's lifetime only by him or her or by his or her guardian or legal representative.

(b) The Committee may specify at the Date of Grant that part or all of the Common Shares that are (i) to be issued or transferred by the Company upon the exercise of Option Rights or (ii) no longer subject to the substantial risk of forfeiture and restrictions on transfer referred to in Section 5 of this Plan, shall be subject to further restrictions on transfer.

(c) Notwithstanding the provisions of Section 7(a), the Committee may provide that any grant of Option Rights (other than Incentive Stock Options) and Restricted Shares shall be transferable by a Participant, without payment of consideration therefor by the transferee, to any one or more members of the Participant's Immediate Family (or to one or more trusts established solely for the benefit of one or more members of the Participant's Immediate Family or to one or more partnerships in which the only partners are members of the Participant's Immediate Family); provided, however, that (i) no such transfer shall be effective unless reasonable prior notice thereof is delivered to the Company and the Committee and such transfer is thereafter effected in accordance with any terms and conditions that shall have been made applicable thereto by the Company or the Committee and (ii) any such transferee shall be subject to the same terms and conditions hereunder as the Participant.

8. Adjustments. The Committee may make or provide for such adjustments in the numbers of Common Shares covered by outstanding Option Rights granted hereunder, and in the Option Price and Base Price, and in the kind of shares covered thereby, as the Committee, in its sole discretion, exercised in good faith, may determine is equitably required to prevent dilution or enlargement of the rights of Participants or Optionees that otherwise would result from (a) any stock dividend, extraordinary cash dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, or (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing. Moreover, in the event of any such transaction or event, the Committee, in its discretion, may provide in substitution for any or all outstanding awards under this Plan such alternative consideration as it, in good faith, may determine to be equitable in the circumstances and may require in connection therewith the surrender of all awards so replaced. The Committee may also make or provide for such adjustments in the numbers of shares specified in Section 3 of this Plan as the Committee in its sole discretion, exercised in good faith, may determine is appropriate to reflect any transaction or event described in this Section 8; provided, however, that any such adjustment to the number specified in Section 3(c)(i) shall be made only if and to the extent that such adjustment would not cause any Option intended to qualify as an Incentive Stock Option to fail so to qualify, and the

Committee may take into consideration, as to any award subject to a proposed adjustment, the potential adverse effect thereof under applicable tax or other laws, and may adjust such awards inconsistently as a consequence of those effects.

9. Change in Control. For purposes of this Plan, except as may be otherwise prescribed by the Committee in an agreement evidencing a grant or award made under the Plan, a “Change in Control” shall mean if at any time any of the following events shall have occurred:

(a) Voting Stock Accumulations. The accumulation by any Person of Beneficial Ownership of twenty percent (20%) or more of the combined voting power of the Company’s Voting Stock; provided that for purposes of this Section 9(a), a Change in Control will not be deemed to have occurred if the accumulation of twenty percent (20%) or more of the voting power of the Company’s Voting Stock results from any acquisition of Voting Stock (i) directly from the Company that is approved by the Incumbent Board, (ii) by the Company, (iii) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (d) by any Person pursuant to a Business Combination that complies with all of the provisions of clauses (i), (ii) and(iii) of Section 9(b); or

(b) Business Combinations. Consummation of a Business Combination, unless, immediately following that Business Combination, (i) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from that Business Combination (including, without limitation, an entity that as a result of that transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (ii) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Eighty Percent (80%) Subsidiary or that entity resulting from that Business Combination) beneficially owns, directly or indirectly, twenty percent (20%) or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of that entity, and (iii) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the action of the Board of Directors providing for that Business Combination; or

(c) Sale of Assets. A sale or other disposition of all or substantially all of the assets of the Company; or

(d) Liquidations or Dissolutions. Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with all of the provisions of clauses (i), (ii) and (iii) of Section 9(b).

For purposes of this Section 9, the following definitions will apply:

(i) “Beneficial Ownership” means beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

(ii) “Business Combination” means a reorganization, merger or consolidation of the Company.

(iii) “Eighty Percent (80%) Subsidiary” means an entity in which the Company directly or indirectly beneficially owns eighty percent (80%) or more of the outstanding Voting Stock.

(iv) “Exchange Act” means the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

(v) “Incumbent Board” means a Board of Directors at least a majority of whom consist of individuals who either are (a) members of the Company’s Board of Directors as of June 30, 2001, or (b) members who become members of the Company’s Board of Directors subsequent to June 30, 2001, whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least two-thirds (2/3) of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which that person is named as a nominee for director, without objection to that nomination), but excluding, for that purpose, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors.

(vi) “Person” means any individual, entity or group (within the meaning of Section 13(d)(3) or 14 (d)(2) of the Exchange Act).

(vii) “Voting Stock” means the then outstanding securities of an entity entitled to vote generally in the election of members of that entity’s Board.

10. Fractional Shares. The Company shall not be required to issue any fractional Common Shares pursuant to this Plan. The Committee may provide for the elimination of fractions or for the settlement of fractions in cash.

11. Withholding Taxes. To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with any payment made or benefit realized by a Participant or other person under this Plan, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the receipt of such payment or the realization of such benefit that the Participant or such other person make arrangements satisfactory to the Company and the Committee for payment of the balance of such taxes required to be withheld, which arrangements (in the discretion of the Committee) may include relinquishment of a portion of such benefit. If no alternative arrangement is established, the Participant will be deemed to elect to satisfy the required withholding obligations by having the

Company withhold from the Common Shares that would otherwise be delivered, a number of Common Shares with a Fair Market Value equal to the amount of the required withholding.

12. Foreign Employees. In order to facilitate the making of any grant or combination of grants under this Plan, the Committee may provide for such special terms for awards to Participants who are foreign nationals or who are employed by the Company or any Subsidiary outside of the United States of America as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom, which special terms may be contained in an Appendix attached hereto. Moreover, the Committee may approve such supplements to or amendments, restatements or alternative versions of this Plan as it may consider necessary or appropriate for such purposes, without thereby affecting the terms of this Plan as in effect for any other purpose, and the Secretary or other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as this Plan. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of this Plan as then in effect unless this Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Company.

13. Administration of the Plan.

(a) This Plan shall be administered by the Committee. A majority of the Committee shall constitute a quorum, and the action of the members of the Committee present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the Committee.

(b) The Committee, in its discretion, may delegate to one or more officers of the Company, all or part of the Committee's authority and duties with respect to Participants who are not subject to the reporting and other provisions of Section 16 of the Exchange Act or any successor rule to the same effect. In the event of such delegation, and as to matters encompassed by the delegation, references in the Plan to the Committee shall be interpreted as a reference to the Committee's delegate or delegates. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate or delegates that were consistent with the terms of the Plan.

(c) The interpretation and construction by the Committee of any provision of this Plan or of any agreement, notification or document evidencing the grant of Option Rights, Restricted Stock Units or Restricted Shares, and any determination by the Committee pursuant to any provision of this Plan or of any such agreement, notification or document shall be final and conclusive. No member of the Committee shall be liable for any such action or determination made in good faith.

14. Amendments, Etc.

(a) The Committee may at any time and from time to time amend the Plan in whole or in part; provided, however, that any amendment which must be approved by the shareholders of the Company in order to comply with applicable law or the rules of the New York Stock Exchange or, if the Common Shares are not traded on the New York Stock

Exchange, the principal national securities exchange upon which the Common Shares are traded or quoted, shall not be effective unless and until such approval has been obtained. Presentation of this Plan or any amendment hereof for shareholder approval shall not be construed to limit the Company's authority to offer similar or dissimilar benefits under other plans without shareholder approval. No amendment shall, without a Participant's consent, adversely affect any rights of any Participant with respect to any award outstanding at the time such amendment is made. No amendment to this Plan shall become effective until shareholder approval is obtained if (i) the amendment increases the aggregate number of Common Shares that may be issued under the Plan, (ii) the amendment changes the class of individuals eligible to become Participants, or (iii) the amendment extends the duration of the Plan.

(b) The Committee shall not, without the further approval of the shareholders of the Company, authorize the amendment of any outstanding Option Right to reduce the Option Price. Furthermore, no Option Right shall be canceled and replaced with awards having a lower Option Price without further approval of the shareholders of the Company. This Section 14(b) is intended to prohibit the repricing of "underwater" Option Rights and shall not be construed to prohibit the adjustments provided for in Section 8 of this Plan.

(c) The Committee also may permit Participants to elect to defer the issuance of Common Shares or the settlement of awards in cash under the Plan pursuant to such rules, procedures or programs as it may establish for purposes of this Plan. The Committee also may provide that deferred issuances and settlements include the payment or crediting of dividend equivalents or interest on the deferral amounts.

(d) The Committee may condition the grant of any award or combination of awards authorized under this Plan on the surrender or deferral by the Participant of his or her right to receive a cash bonus or other compensation otherwise payable by the Company or a Subsidiary to the Participant.

(e) In case of termination of employment by reason of death, disability or normal or early retirement, or in the case of hardship or other special circumstances, of a Participant who holds an Option Right not immediately exercisable in full, or any Restricted Shares as to which the substantial risk of forfeiture or the prohibition or restriction on transfer has not lapsed, or who holds Common Shares subject to any transfer restriction imposed pursuant to Section 7(b) of this Plan, the Committee may, in its sole discretion, accelerate the time at which such Option Right may be exercised or the time at which such substantial risk of forfeiture or prohibition or restriction on transfer will lapse or the time when such transfer restriction will terminate or may waive any other limitation or requirement under any such award.

(f) This Plan shall not confer upon any Participant any right with respect to continuance of employment or other service with the Company or any Subsidiary, nor shall it interfere in any way with the right of the Company or any Subsidiary to terminate such Participant's employment or other service at any time.

(g) To the extent that any provision of this Plan (other than the Committee's right pursuant to Section 8 to make adjustments to, or provide alternative consideration for,

awards upon a corporate transaction) would prevent any Option Right that was intended to qualify as an Incentive Stock Option from qualifying as such, that provision shall be null and void with respect to such Option Right. Such provision, however, shall remain in effect for other Option Rights and there shall be no further effect on any provision of this Plan.

15. Termination. No grant shall be made under this Plan more than 10 years after the date on which this Plan is first approved by the Board of Directors of the Company, but all grants made on or prior to such date shall continue in effect thereafter subject to the terms thereof and of this Plan. The Committee may terminate the Plan at any time provided that such termination shall not adversely affect the rights of any Participant or beneficiary under any award granted prior to the date of such termination.

Exhibit 99.10

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(F/K/A CERTEGY INC.)

NON-QUALIFIED STOCK OPTION AGREEMENT

[PARTICIPANT]

Number of Shares:

Option Price: $

Date of Grant: , 2006

THIS AGREEMENT is entered into as of the above Date of Grant, by and between Fidelity National Information Services, Inc. (f/k/a/ Certegy Inc.), a Georgia corporation (the "Company"), and the above-named Participant ("Participant"). This Agreement is subject to the provisions of the Amended and Restated Certegy Inc. Stock Incentive Plan, as it may be amended from time to time (the "Plan") and, unless defined in this Agreement, all terms used in this Agreement have the same meanings given them in the Plan.

1. Grant of Option. The Company on the "Date of Grant" granted to Participant (subject to the terms of the Plan and this Agreement) the right to purchase from the Company all or part of the Number of Shares stated above (the "Option"). This Agreement is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Basic Terms and Conditions. The Option is subject to the following basic terms and conditions:

(a) Expiration Date. Except as otherwise provided in this Agreement, the Option will expire eight (8) years from the Date of Grant (the "Expiration Date").

(b) Exercise of Option. Except as provided in subparagraph 2(e) or paragraph 3, the Option shall be exercisable with respect to one-fourth of the Number of Shares subject to this Option on each of the first three anniversaries of the Date of Grant so that this Option shall be fully exercisable on the third anniversary of the Date of Grant, provided (i) the Participant remains employed by the Company or a Subsidiary, (ii) subject to the provisions of subparagraph 2(e)(ii), the Participant terminates employment by reason of Retirement (as defined in subparagraph 2(e)(ii)), or (iii) prior to the third anniversary of the Date of Grant, the Company terminates the Participant's employment other than for Cause (as defined in paragraph 4). Once exercisable, in whole or part, the Option will continue to be so exercisable until the earlier of the termination of Participant's rights under subparagraph 2(e) or paragraph 3, or the Expiration Date. The Option may be exercised in one or more exercises, provided that each exercise must be for a

multiple of twenty-five (25) shares (*e.g.*, 25 shares, 50 shares, 100 shares), up to the full number for which the Option is then exercisable, unless the Number of Shares then exercisable is less than twenty-five (25), in which case the Option may be exercised for that lesser Number of Shares.

(c) Method of Exercise and Payment for Shares. In order to exercise the Option, Participant must give written notice in a manner prescribed by the Company from time to time, together with payment of the Option Price to the Company's Stock Option Administrator at the Company's principal executive offices, or as otherwise directed by the Administrator. The Date of Exercise will be the date of receipt of the notice or any later date specified in the notice. Participant must pay the Option Price (i) in cash or a cash equivalent acceptable to the Committee, or (ii) in the Committee's discretion, by the surrender (or attestation to ownership) of shares of Common Stock (held by Participant for at least six (6) months) with an aggregate Fair Market Value (based on the closing price of a share of Common Stock as reported on the New York Stock Exchange composite index on the Date of Exercise) that is not less than the Option Price, or by surrender of property described in and subject to the conditions provided in Section 4(d) of the Plan, or (iii) by a combination of cash and such shares. Payment of the Option Price may be deferred in the discretion of the Committee to accommodate proceeds of sale of some or all of the shares to which this grant relates.

If at exercise, Participant is not in compliance with the Company's minimum stock ownership guidelines then in effect for Participant's job grade or classification, if any, Participant will not be entitled to exercise the Option using a "cashless exercise program" of the Company (if then in effect), unless the net proceeds received by Participant from that exercise consist only of shares of Company stock, and Participant agrees to hold all those shares for at least one (1) year.

(d) Transferability.

(i) Except as provided in (d)(ii) below, Participant's rights under this Agreement are non-transferable except by will or by the laws of descent and distribution, in which case all of Participant's remaining rights under this Agreement must be transferred undivided to the same person or persons. During Participant's lifetime, only Participant (or Participant's legal representative if Participant is incompetent) may exercise the Option.

(ii) Participant is permitted to transfer the Option to Participant's Immediate Family, subject to and in accordance with Section 7(c) of the Plan, provided that any such transfer may be made only in multiples of Options for 1,000 Shares (or, if less, the number of Options that remain subject to this grant).

(e) Termination of Employment. Except as provided in subparagraphs (i), (ii), (iii) or (iv) below, or paragraph 3, the Option is not exercisable after termination of Participant's employment with the Company or a Subsidiary.

(i) Termination Without Cause. Except as provided in paragraph 3 below, if Participant's employment is terminated by the Company for any reason other than for Cause within three years of the Date of Grant, then the entire Number of Shares represented by the Option which have not yet been exercised will become immediately vested and exercisable. Except as provided in subsection 2(e)(iv) below, Participant will continue to have the right to exercise the Option with respect to the entire Number of Shares until the earlier of the last day of the twelve (12) month period commencing on the date of termination of employment or the Expiration Date.

(ii) Retirement. Except as provided in paragraph 3 below, if the termination of Participant's employment results from Participant's Retirement (as defined below), then Participant will continue to have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the last date of Participant's active employment and the remaining portion shall be cancelled. Except as provided in subparagraph 2(e)(iv) below, that right will continue until the earlier of the last day of the twelve (12) month period following the last date of Participant's active employment or the Expiration Date; provided that Participant shall remain available after Retirement to provide reasonable consulting services to the Company and provided, further, that if the Participant commences new employment with a competitor of the Company, engages in solicitation of the Company's employees, customers or suppliers, or discloses the Company's confidential information or trade secrets (any of such conduct to be determined by the Committee in its sole discretion, in good faith and after reasonable investigation), the Option, whether vested or unvested, will immediately terminate.

"Retirement" means Participant's termination of employment with the Company or a Subsidiary (other than by the Company or a Subsidiary for Cause) at a time when Participant is eligible for immediate payment of benefits under Participant's applicable defined benefit retirement plan, if any, or in the absence of an applicable defined benefit retirement plan, as determined by the Committee.

(iii) Disability. Except as provided in paragraph 3, if the termination of Participant's employment results from Participant's total and permanent disability, confirmed by the statement of a licensed physician chosen or approved by the Committee, then Participant will continue to have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the last date of

Participant's active employment and the remaining portion shall be cancelled. Except as provided in subparagraph 2(e)(iv) below, that right will continue until the earlier of the last day of the twelve (12) month period following the last date of Participant's active employment or the Expiration Date.

(iv) Death. Except as provided in paragraph 3 below, if the termination of Participant's employment results from Participant's death, then Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution, will have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the date of Participant's death and the remaining portion shall be cancelled. That right will continue until the earlier of the last day of the twelve (12) month period following Participant's death or the Expiration Date.

If Participant dies following termination of employment and prior to the expiration of any remaining period during which the Option may be exercised in accordance with subparagraphs (i), (ii) or (iii) above, or paragraph 3, the remaining period during which the Option will be exercisable (by Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution) will be the greater of (a) the remaining period under the applicable subparagraph or paragraph referred to above, or (b) six (6) months from the date of death; provided that under no circumstances will the Option be exercisable after the Expiration Date.

3. Change in Control.

(a) If a Change in Control of the Company occurs while Participant is employed by the Company or a Subsidiary, then the entire Number of Shares represented by the Option which have not yet been exercised will become immediately vested and exercisable. The Committee, in its discretion, may terminate the Option, provided that at least 30 days prior to the Change in Control, the Committee notifies the Participant that the Option will be terminated and provides the Participant, at the election of the Committee, (i) the right to receive immediately a cash payment in an amount equal to the excess, if any, of (A) the Market Value per Share on the date preceding the date of surrender, of the shares subject to the Option or portion of the Option surrendered, over (B) the aggregate purchase price for such Shares under the Option; or (ii) the right to exercise all Options (including the Options vested as a result of the Change in Control) immediately prior to the Change in Control.

(b) If the Option remains outstanding after the Change in Control and if Participant's employment with the Company or a Subsidiary terminates thereafter other than as a result of a termination by the Company or a Subsidiary for Cause, then Participant (or, if applicable, Participant's estate or the person(s) to whom

Participant's rights under this Agreement pass by will or the laws of descent and distribution) will have the right to exercise the Option. Except as provided in Section 2(e)(iv) above, that right may be exercised until the earlier of the last day of the twelve (12) month period following the termination of Participant's employment or the Expiration Date.

4. Termination for Cause. For purposes of this Agreement, the term "Cause" shall have the same meaning as the definition of "Cause" under any employment agreement in effect between the Company and Participant immediately prior to the termination of the Participant's employment with the Company. If no such employment agreement is in existence at the time of such termination or if "Cause" is not defined in such employment agreement, then termination for "Cause" means termination as a result of (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his or her duties, or (b) Participant's willful misconduct which materially injures the Company, monetarily or otherwise. For purposes of this paragraph, Participant's act, or failure to act, will not be considered "willful" unless the act or failure to act is not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company.

5. Cancellation and Rescission of Option.

(a) If, at any time during the period that this Option is or may yet become exercisable in whole or in part, or at any time within twelve (12) months prior to, or after, Participant's termination of employment with the Company, a Participant engages in any "Detrimental Activity" (as defined in subsection (b) below), the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Option as of the first date the Participant engages in the Detrimental Activity, unless sooner terminated by operation of another term of this Agreement or any other agreement. Without limiting the generality of the foregoing, Participant shall also pay to the Company any gain realized by the Participant from exercising all or any portion of the Option hereunder during a period beginning twelve (12) months prior to the date on which Participant enters into such Detrimental Activity.

(b) For purposes of this Agreement, "Detrimental Activity" shall mean and include any of the following: (i) engaging in any commercial activity in competition with any part of the business of the Company; (ii) diverting or attempting to divert from the Company business of any kind, including, without limitation, interference with any business relationship with suppliers, customers, licensees, licensors or contractors; (iii) making, or causing or attempting to cause any other person to make, any statement, either written or oral, or conveying any information about the Company which is disparaging or which in any way

reflects negatively upon the Company; (iv) engaging in any other activity that is inimical, contrary or harmful to the interests of the Company, including influencing or advising any person who is employed by or in the service of the Company to leave such employment or service to compete with the Company or to enter into the employment or service of any actual or prospective competitor of the Company, or influencing or advising any competitor of the Company to employ or to otherwise engage the services of any person who is employed by the Company or in the service of the Company, or improperly disclosing or otherwise misusing any confidential information regarding the Company; or (v) the refusal or failure of a Participant to provide, upon the request of the Company, a certification, in a form satisfactory to the Company, that he or she is in full compliance with the terms and conditions of the Plan.

Should any provision of this Paragraph 5 be held to be invalid or illegal, such illegality shall not invalidate the whole of this Paragraph 5, but, rather, the Plan and this Agreement shall be construed as if it did not contain the illegal part or narrowed to permit its enforcement, and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Fractional Shares. Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

7. No Right to Continued Employment. This Agreement does not give Participant any right to continued employment by the Company or a Subsidiary, and it will not interfere in any way with the right of the Company or a Subsidiary to terminate Participant's employment at any time.

8. Adjustments in Capital Structure. The terms of this Option will be adjusted as the Committee determines in its sole discretion is equitably required to prevent dilution or enlargement of the rights of Participant in accordance with Section 8 of the Plan.

9. Governing Law. The Agreement is governed by the laws of the State of Florida.

10. Conflicts. If provisions of the Plan and the provisions of this Agreement conflict, the Plan provisions will govern.

11. Participant Bound by Plan. Participant acknowledges receiving a summary of the Plan, which provides that upon request a copy of the Plan will be provided to the Participant free of charge, and agrees to be bound by all the terms and provisions of the Plan. Capitalized terms used in this Agreement and not defined herein shall have the definitions given to them in the Plan.

12. Binding Effect. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributes, and personal representatives of Participant and the successors of the Company.

13. Taxes. Under procedures established by the Committee, the Company may withhold from Common Stock delivered to the Participant sufficient shares of Common Stock (valued as of the Date of Exercise) to satisfy required federal, state and local withholding and employment taxes, or the Participant will pay or deliver to the Company cash or Common Stock (valued as of the Date of Exercise) in sufficient amounts to satisfy these obligations. The Company shall not, however, withhold any amount in excess of the minimum required amount.

14. Transfer of Data. In order to effectively administer the Company's global compensation and benefit programs, we may transfer personal data from your Company employment file to a centralized repository controlled by the Company in the United States of America. Your personal data in the repository will be used solely for internal Company purposes. You may examine your employee information file should you wish to do so. By signing this agreement, you provide your consent to this transfer and use of this data.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Company and Participant have signed this Agreement effective as of the Date of Grant.

FIDELITY NATIONAL INFORMATION SERVICES INC.	**PARTICIPANT**
	______________________________ Signature
By: ______________________________	
	______________________________ Print Name

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(F/K/A CERTEGY INC.)

NON-QUALIFIED STOCK OPTION AGREEMENT

[PARTICIPANT]

Number of Shares:

Option Price: $

Date of Grant: , 2006

THIS AGREEMENT is entered into as of the above Date of Grant, by and between Fidelity National Information Services, Inc. (f/k/a/ Certegy Inc.), a Georgia corporation (the "Company"), and the above-named Participant ("Participant"). This Agreement is subject to the provisions of the Amended and Restated Certegy Inc. Stock Incentive Plan, as it may be amended from time to time (the "Plan") and, unless defined in this Agreement, all terms used in this Agreement have the same meanings given them in the Plan.

1. Grant of Option. The Company on the "Date of Grant" granted to Participant (subject to the terms of the Plan and this Agreement) the right to purchase from the Company all or part of the Number of Shares stated above (the "Option"). This Agreement is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Basic Terms and Conditions. The Option is subject to the following basic terms and conditions:

(a) Expiration Date. Except as otherwise provided in this Agreement, the Option will expire eight (8) years from the Date of Grant (the "Expiration Date").

(b) Exercise of Option. Except as provided in subparagraph 2(e) or paragraph 3, the Option shall be exercisable with respect to one-fourth of the Number of Shares subject to this Option on each of the first four anniversaries of the Date of Grant so that this Option shall be fully exercisable on the fourth anniversary of the Date of Grant, provided (i) the Participant remains employed by the Company or a Subsidiary, (ii) subject to the provisions of subparagraph 2(e)(ii), the Participant terminates employment by reason of Retirement (as defined in subparagraph 2(e)(ii)), or (iii) prior to the third anniversary of the Date of Grant, the Company terminates the Participant's employment other than for Cause (as defined in paragraph 4). Once exercisable, in whole or part, the Option will continue to be so exercisable until the earlier of the termination of Participant's rights under subparagraph 2(e) or paragraph 3, or the Expiration Date. The Option may be exercised in one or more exercises, provided that each exercise must be for a multiple of twenty-five (25) shares (*e.g.*, 25 shares, 50 shares, 100 shares), up to the full number for which the Option is then exercisable, unless the Number of Shares then exercisable is less than twenty-five (25), in which case the Option may be exercised for that lesser Number of Shares.

(c) Method of Exercise and Payment for Shares. In order to exercise the Option, Participant must give written notice in a manner prescribed by the Company from time to time, together with payment of the Option Price to the Company's Stock Option Administrator at the Company's principal executive offices, or as otherwise directed by the Administrator. The Date of Exercise will be the date of receipt of the notice or any later date specified in the notice. Participant must pay the Option Price (i) in cash or a cash equivalent acceptable to the Committee, or (ii) in the Committee's discretion, by the surrender (or attestation to ownership) of shares of Common Stock (held by Participant for at least six (6) months) with an aggregate Fair Market Value (based on the closing price of a share of Common Stock as reported on the New York Stock Exchange composite index on the Date of Exercise) that is not less than the Option Price, or by surrender of property described in and subject to the conditions provided in Section 4(d) of the Plan, or (iii) by a combination of cash and such shares. Payment of the Option Price may be deferred in the discretion of the Committee to accommodate proceeds of sale of some or all of the shares to which this grant relates.

If at exercise, Participant is not in compliance with the Company's minimum stock ownership guidelines then in effect for Participant's job grade or classification, if any, Participant will not be entitled to exercise the Option using a "cashless exercise program" of the Company (if then in effect), unless the net proceeds received by Participant from that exercise consist only of shares of Company stock, and Participant agrees to hold all those shares for at least one (1) year.

(d) Transferability.

(i) Except as provided in (d)(ii) below, Participant's rights under this Agreement are non-transferable except by will or by the laws of descent and distribution, in which case all of Participant's remaining rights under this Agreement must be transferred undivided to the same person or persons. During Participant's lifetime, only Participant (or Participant's legal representative if Participant is incompetent) may exercise the Option.

(ii) Participant is permitted to transfer the Option to Participant's Immediate Family, subject to and in accordance with Section 7(c) of the Plan, provided that any such transfer may be made only in multiples of Options for 1,000 Shares (or, if less, the number of Options that remain subject to this grant).

(e) Termination of Employment. Except as provided in subparagraphs (i), (ii), (iii) or (iv) below, or paragraph 3, the Option is not exercisable after termination of Participant's employment with the Company or a Subsidiary.

(i) Termination Without Cause. Except as provided in paragraph 3 below, if Participant's employment is terminated by the Company for any reason other than for Cause within three years of the Date of Grant, then the entire Number of Shares represented by the Option which have not yet been exercised will become immediately vested and exercisable. Except as provided in subsection 2(e)(iv) below, Participant will continue to have the right to exercise the Option with respect to the entire Number of Shares until the earlier of the last day of the twelve (12) month period commencing on the date of termination of employment or the Expiration Date.

(ii) Retirement. Except as provided in paragraph 3 below, if the termination of Participant's employment results from Participant's Retirement (as defined below), then Participant will continue to have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the last date of Participant's active employment and the remaining portion shall be cancelled. Except as provided in subparagraph 2(e)(iv) below, that right will continue until the earlier of the last day of the twelve (12) month period following the last date of Participant's active employment or the Expiration Date; provided that Participant shall remain available after Retirement to provide reasonable consulting services to the Company and provided, further, that if the Participant commences new employment with a competitor of the Company, engages in solicitation of the Company's employees, customers or suppliers, or discloses the Company's confidential information or trade secrets (any of such conduct to be determined by the Committee in its sole discretion, in good faith and after reasonable investigation), the Option, whether vested or unvested, will immediately terminate.

"Retirement" means Participant's termination of employment with the Company or a Subsidiary (other than by the Company or a Subsidiary for Cause) at a time when Participant is eligible for immediate payment of benefits under Participant's applicable defined benefit retirement plan, if any, or in the absence of an applicable defined benefit retirement plan, as determined by the Committee.

(iii) Disability. Except as provided in paragraph 3, if the termination of Participant's employment results from Participant's total and permanent disability, confirmed by the statement of a licensed physician chosen or approved by the Committee, then Participant will continue to have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the last date of

Participant's active employment and the remaining portion shall be cancelled. Except as provided in subparagraph 2(e)(iv) below, that right will continue until the earlier of the last day of the twelve (12) month period following the last date of Participant's active employment or the Expiration Date.

(iv) Death. Except as provided in paragraph 3 below, if the termination of Participant's employment results from Participant's death, then Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution, will have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the date of Participant's death and the remaining portion shall be cancelled. That right will continue until the earlier of the last day of the twelve (12) month period following Participant's death or the Expiration Date.

If Participant dies following termination of employment and prior to the expiration of any remaining period during which the Option may be exercised in accordance with subparagraphs (i), (ii) or (iii) above, or paragraph 3, the remaining period during which the Option will be exercisable (by Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution) will be the greater of (a) the remaining period under the applicable subparagraph or paragraph referred to above, or (b) six (6) months from the date of death; provided that under no circumstances will the Option be exercisable after the Expiration Date.

3. Change in Control.

(a) If a Change in Control of the Company occurs while Participant is employed by the Company or a Subsidiary, then the entire Number of Shares represented by the Option which have not yet been exercised will become immediately vested and exercisable. The Committee, in its discretion, may terminate the Option, provided that at least 30 days prior to the Change in Control, the Committee notifies the Participant that the Option will be terminated and provides the Participant, at the election of the Committee, (i) the right to receive immediately a cash payment in an amount equal to the excess, if any, of (A) the Market Value per Share on the date preceding the date of surrender, of the shares subject to the Option or portion of the Option surrendered, over (B) the aggregate purchase price for such Shares under the Option; or (ii) the right to exercise all Options (including the Options vested as a result of the Change in Control) immediately prior to the Change in Control.

(b) If the Option remains outstanding after the Change in Control and if Participant's employment with the Company or a Subsidiary terminates thereafter other than as a result of a termination by the Company or a Subsidiary for Cause, then Participant (or, if applicable, Participant's estate or the person(s) to whom

Participant's rights under this Agreement pass by will or the laws of descent and distribution) will have the right to exercise the Option. Except as provided in Section 2(e)(iv) above, that right may be exercised until the earlier of the last day of the twelve (12) month period following the termination of Participant's employment or the Expiration Date.

4. Termination for Cause. For purposes of this Agreement, the term "Cause" shall have the same meaning as the definition of "Cause" under any employment agreement in effect between the Company and Participant immediately prior to the termination of the Participant's employment with the Company. If no such employment agreement is in existence at the time of such termination or if "Cause" is not defined in such employment agreement, then termination for "Cause" means termination as a result of (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his or her duties, or (b) Participant's willful misconduct which materially injures the Company, monetarily or otherwise. For purposes of this paragraph, Participant's act, or failure to act, will not be considered "willful" unless the act or failure to act is not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company.

5. Cancellation and Rescission of Option.

(a) If, at any time during the period that this Option is or may yet become exercisable in whole or in part, or at any time within twelve (12) months prior to, or after, Participant's termination of employment with the Company, a Participant engages in any "Detrimental Activity" (as defined in subsection (b) below), the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Option as of the first date the Participant engages in the Detrimental Activity, unless sooner terminated by operation of another term of this Agreement or any other agreement. Without limiting the generality of the foregoing, Participant shall also pay to the Company any gain realized by the Participant from exercising all or any portion of the Option hereunder during a period beginning twelve (12) months prior to the date on which Participant enters into such Detrimental Activity.

(b) For purposes of this Agreement, "Detrimental Activity" shall mean and include any of the following: (i) engaging in any commercial activity in competition with any part of the business of the Company; (ii) diverting or attempting to divert from the Company business of any kind, including, without limitation, interference with any business relationship with suppliers, customers, licensees, licensors or contractors; (iii) making, or causing or attempting to cause any other person to make, any statement, either written or oral, or conveying any information about the Company which is disparaging or which in any way

reflects negatively upon the Company; (iv) engaging in any other activity that is inimical, contrary or harmful to the interests of the Company, including influencing or advising any person who is employed by or in the service of the Company to leave such employment or service to compete with the Company or to enter into the employment or service of any actual or prospective competitor of the Company, or influencing or advising any competitor of the Company to employ or to otherwise engage the services of any person who is employed by the Company or in the service of the Company, or improperly disclosing or otherwise misusing any confidential information regarding the Company; or (v) the refusal or failure of a Participant to provide, upon the request of the Company, a certification, in a form satisfactory to the Company, that he or she is in full compliance with the terms and conditions of the Plan.

Should any provision of this Paragraph 5 be held to be invalid or illegal, such illegality shall not invalidate the whole of this Paragraph 5, but, rather, the Plan and this Agreement shall be construed as if it did not contain the illegal part or narrowed to permit its enforcement, and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Fractional Shares. Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

7. No Right to Continued Employment. This Agreement does not give Participant any right to continued employment by the Company or a Subsidiary, and it will not interfere in any way with the right of the Company or a Subsidiary to terminate Participant's employment at any time.

8. Adjustments in Capital Structure. The terms of this Option will be adjusted as the Committee determines in its sole discretion is equitably required to prevent dilution or enlargement of the rights of Participant in accordance with Section 8 of the Plan.

9. Governing Law. The Agreement is governed by the laws of the State of Florida.

10. Conflicts. If provisions of the Plan and the provisions of this Agreement conflict, the Plan provisions will govern.

11. Participant Bound by Plan. Participant acknowledges receiving a summary of the Plan, which provides that upon request a copy of the Plan will be provided to the Participant free of charge, and agrees to be bound by all the terms and provisions of the Plan. Capitalized terms used in this Agreement and not defined herein shall have the definitions given to them in the Plan.

12. Binding Effect. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributes, and personal representatives of Participant and the successors of the Company.

13. Taxes. Under procedures established by the Committee, the Company may withhold from Common Stock delivered to the Participant sufficient shares of Common Stock (valued as of the Date of Exercise) to satisfy required federal, state and local withholding and employment taxes, or the Participant will pay or deliver to the Company cash or Common Stock (valued as of the Date of Exercise) in sufficient amounts to satisfy these obligations. The Company shall not, however, withhold any amount in excess of the minimum required amount.

14. Transfer of Data. In order to effectively administer the Company's global compensation and benefit programs, we may transfer personal data from your Company employment file to a centralized repository controlled by the Company in the United States of America. Your personal data in the repository will be used solely for internal Company purposes. You may examine your employee information file should you wish to do so. By signing this agreement, you provide your consent to this transfer and use of this data.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Company and Participant have signed this Agreement effective as of the Date of Grant.

FIDELITY NATIONAL INFORMATION SERVICES INC.	**PARTICIPANT**
	______________________
	Signature
By: ______________________	
	______________________
	Print Name

AMENDED AND RESTATED CORPORATE SERVICES AGREEMENT

This Amended and Restated Corporate Services Agreement (this "Agreement") is effective as of February 1, 2006 (the "Effective Date"), by and between **FIDELITY NATIONAL TITLE GROUP, INC.**, a Delaware corporation ("FNT" or "PROVIDING PARTY"), and **CERTEGY INC.**, a Georgia corporation that, after the effectiveness of the Merger hereinafter defined, will be known as "**Fidelity National Information Services, Inc.**" ("FIS" or "RECEIVING PARTY"). FNT and FIS shall be referred to together in this Agreement as the "Parties" and individually as a "Party."

WHEREAS, Fidelity National Information Services, Inc., a Delaware corporation ("FNIS") that will merge with and into C Co Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of RECEIVING PARTY ("Merger Co"; after the Merger, to be known as "Fidelity National Information Services, LLC"), previously entered into a Corporate Services Agreement dated as of March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF") and the parent company of FNT and its subsidiaries, for the provision of certain corporate services, as more fully described herein; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FNIS, all of FNF's rights and obligations under the FNF Agreement, and FNIS and FNT entered into a novation of the rights and obligations under the FNF Agreement, so that FNT would assume FNF's obligations with respect to the corporate services to be provided to FNIS, such novation being set forth in a Corporate Services Agreement dated as of September 27, 2005 (the "Prior CSA Agreement") between FNIS and FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc., Merger Co, and FNIS, including the effectiveness of the merger of FNIS with and into Merger Co (the "Merger"), FNIS has, with the consent of FNT, assigned its rights and obligations under the Prior CSA Agreement to FIS, and FIS has assumed all of FNIS's rights and obligations under the Prior CSA Agreement, and therefore, the Parties wish to amend and restate the Prior CSA Agreement in its entirety to reflect these modifications and certain other modifications agreed to between the Parties;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
CORPORATE SERVICES

1.1 Corporate Services. This Agreement sets forth the terms and conditions for the provision by PROVIDING PARTY to RECEIVING PARTY of various corporate services and products, as more fully described below and in Schedule 1.1(a) attached hereto (the Scheduled

Services, the Omitted Services, the Resumed Services and Special Projects (as defined below), collectively, the "Corporate Services").

(a) PROVIDING PARTY, through its Subsidiaries and Affiliates (each as defined below), and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services set forth on Schedule 1.1(a) (the "Scheduled Services") on and after the Effective Date (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)). RECEIVING PARTY shall pay fees to PROVIDING PARTY for providing the Scheduled Services or causing the Scheduled Services to be provided as set forth in Schedule 1.1(a). For purposes of this Agreement, "Subsidiary" means, with respect to either Party, any corporation, partnership, company or other entity of which such Party controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body; and "Affiliate" means, with respect to either Party, any corporation, partnership, company, or other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Party, except that (i) in the case of RECEIVING PARTY, "Affiliate" shall not include FNF and any Subsidiary of FNF that is not a Subsidiary (directly or indirectly) of FIS, and (ii) in the case of PROVIDING PARTY, "Affiliate" shall include FNF and its Subsidiaries, excluding FIS and its Subsidiaries. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

(b) PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services that PROVIDING PARTY was performing for RECEIVING PARTY and its Subsidiaries as of the Effective Date that pertain to and are a part of Scheduled Services under Section 1.1(a) (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)), which are not expressly included in the list of Scheduled Services in Schedule 1.1(a), but are required to conduct the business of RECEIVING PARTY and its Subsidiaries (the "Omitted Services"), unless RECEIVING PARTY consents in writing to the termination of such services. Such Omitted Services shall be added to Schedule 1.1(a) and thereby become Scheduled Services, as soon as reasonably practicable after the Effective Date by the Parties. In the event that RECEIVING PARTY or its Subsidiaries had been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries for such Omitted Services immediately prior to the Effective Date, RECEIVING PARTY shall pay to PROVIDING PARTY for providing the Omitted Services or causing the Omitted Services to be provided hereunder fees equal to the actual fees paid for such Omitted Services immediately preceding the Effective Date; provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. In the event that RECEIVING PARTY or its Subsidiaries had not been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries or Affiliates for such

Omitted Services immediately prior to the Effective Date, the Parties shall negotiate in good faith a fee to be based on the cost of providing such Omitted Services, which shall in no event be less than the Default Fee (as defined below); provided, that payment of such fees by RECEIVING PARTY for the

Omitted Services provided hereunder by PROVIDING PARTY shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any such Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. The "Default Fee" means an amount equal to one hundred fifty percent (150%) of the salary of each full-time employee, on an hourly basis, who provides the applicable Corporate Service or Transition Assistance (as defined in Section 2.3).

(c) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide or cause to be provided to RECEIVING PARTY and its Subsidiaries any Scheduled Service that has been terminated at RECEIVING PARTY's request pursuant to Section 2.2 (the "Resumed Services"); provided, that PROVIDING PARTY shall have no obligation to provide a Resumed Service if providing such Resumed Service will have a material adverse impact on the other Corporate Services. Schedule 1.1(a) shall from time to time be amended to reflect the resumption of a Resumed Service and the Resumed Service shall be set forth thereon as a Scheduled Service.

(d) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide additional corporate services that are not described in the Schedule 1.1(a) and that are neither Omitted Services nor Resumed Services ("Special Projects"). RECEIVING PARTY shall submit a written request to PROVIDING PARTY specifying the nature of the Special Project and requesting an estimate of the costs applicable for such Special Project and the expected time frame for completion. PROVIDING PARTY shall respond promptly to such written request, but in no event later than twenty (20) days, with a written estimate of the cost of providing such Special Project and the expected time frame for completion (the "Cost Estimate"). If RECEIVING PARTY provides written approval of the Cost Estimate within ten (10) days after PROVIDING PARTY delivers the Cost Estimate, then within a commercially reasonable time after receipt of RECEIVING PARTY's written request, PROVIDING PARTY shall begin providing the Special Project; provided, that PROVIDING PARTY shall have no obligation to provide a Special Project where, in its reasonable discretion and prior to providing the Cost Estimate, it has determined and notified RECEIVING PARTY in writing that (i) it would not be feasible to provide such Special Project, given reasonable priority to other demands on its resources and capacity both under this Agreement or otherwise or (ii) it lacks the experience or qualifications to provide such Special Project.

1.2 Provision of Corporate Services; Excused Performance.

(a) To the extent commercially reasonable, the Parties will work together and begin the process of migrating the Corporate Services from PROVIDING PARTY to RECEIVING PARTY, one or more of its Subsidiaries or Affiliates or a third party (at RECEIVING PARTY's direction) such that the completion of the migration of the Corporate

Services from PROVIDING PARTY to RECEIVING PARTY, one or more of its Subsidiaries or Affiliates or a third party, as the case may be, shall occur prior to the end of the Term. PROVIDING PARTY shall provide or cause to be provided each of the Corporate Services through the expiration of the Term, except (i) as automatically modified by earlier termination of a Corporate Service by RECEIVING PARTY in accordance with this Agreement, (ii) for Corporate Services to or for the benefit of any entity which ceases to be a Subsidiary of RECEIVING PARTY prior to the end of the Term, or (iii) as otherwise agreed to by the Parties in writing.

(b) All obligations of PROVIDING PARTY with respect to any one or more individual Corporate Services or Transition Assistance under this Agreement shall be excused to the extent and only for so long as a failure by PROVIDING PARTY with respect thereto is directly attributable to and caused specifically by a failure by RECEIVING PARTY or any of its Subsidiaries to meet their obligations (including any performance) under any other Intercompany Agreement (as defined in the Certegy Merger Agreement) or under the Amended and Restated Master Information Technology Services Agreement of even date herewith by and between Fidelity Information Services, Inc., an Arkansas corporation and a subsidiary of RECEIVING PARTY, and FNT.

1.3 Third Party Vendors; Consents.

(a) PROVIDING PARTY shall use its commercially reasonable efforts to keep and maintain in effect its relationships with its vendors that are integral to the provision of the Corporate Services. PROVIDING PARTY shall use commercially reasonable efforts to procure any waivers, permits, consents or sublicenses required by third party licensors, vendors or service providers under existing agreements with such third parties in order to provide any Corporate Services hereunder ("Third Party Consents"). In the event that PROVIDING PARTY is unable to procure such Third Party Consents on commercially reasonable terms, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor. If, after the Effective Date, any one or more vendors (i) terminates its contractual relationship with PROVIDING PARTY or ceases to provide the products or services associated with the Corporate Services or (ii) notifies PROVIDING PARTY of its desire or plan to terminate its contractual relationship with PROVIDING PARTY or (iii) ceases providing the products or services associated with the Corporate Services, then, in either case, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor so that RECEIVING PARTY may continue to receive similar products and services.

(b) PROVIDING PARTY shall not be required to transfer or assign to RECEIVING PARTY any third party software licenses or any hardware owned by PROVIDING PARTY or its Subsidiaries or Affiliates in connection with the provision of the Corporate Services or at the conclusion of the Term.

1.4 Dispute Resolution.

(a) Amicable Resolution. PROVIDING PARTY and RECEIVING PARTY mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between PROVIDING PARTY and RECEIVING PARTY in connection with this Agreement (including, without limitation, the standards of performance, delay of performance or non-performance of obligations, or payment or non-payment of fees hereunder), then the Dispute, upon written request of either

Party, will be referred for resolution to the president (or similar position) of the division implicated by the matter for each of PROVIDING PARTY and RECEIVING PARTY, which presidents will have fifteen (15) days to resolve such Dispute. If the presidents of the relevant divisions for each of PROVIDING PARTY and RECEIVING PARTY do not agree to a resolution of such Dispute within fifteen (15) days after the reference of the matter to them, such presidents of the relevant divisions will refer such matter to the president of each of PROVIDING PARTY and RECEIVING PARTY for final resolution. Notwithstanding anything to the contrary in this Section 1.4, any amendment to the terms of this Agreement may only be effected in accordance with Section 11.10.

(b) Arbitration. In the event that the Dispute is not resolved in a friendly manner as set forth in Section 1.4(a), either Party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 1.4(b). All Disputes submitted to arbitration pursuant to this Section 1.4(b) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either Party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by PROVIDING PARTY and RECEIVING PARTY. If PROVIDING PARTY and RECEIVING PARTY fail to agree on an arbitrator within thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of either Party to the Dispute, appoint the arbitrator. Any order or determination of the arbitral tribunal shall be final and binding upon the Parties to the arbitration as to matters submitted and may be enforced by either Party to the Dispute in any court having jurisdiction over the subject matter or over either Party. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. The use of any alternative dispute resolution procedures hereunder will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

(c) Non-Exclusive Remedy. Nothing in this Section 1.4 will prevent either PROVIDING PARTY or RECEIVING PARTY from immediately seeking injunctive or interim

relief in the event (i) of any actual or threatened breach of any of the provisions of Article VIII or (ii) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All such actions for injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 11.6. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, and further remedies may be pursued in accordance with Section 1.4(a) and Section 1.4(b) above.

(d) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, PROVIDING PARTY and RECEIVING PARTY, but none of their respective Subsidiaries or Affiliates, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to Article XI, this Section 1.4 or otherwise, and each Party will cause its respective Affiliates not to commence any dispute resolution procedure other than through such Party as provided in this Section 1.4(d).

(e) Compensation. RECEIVING PARTY shall continue to make all payments due and owing under Article III for Corporate Services not the subject of a Dispute and shall not off-set such fees by the amount of fees for Corporate Services that are the subject of the Dispute.

1.5 Standard of Services.

(a) PROVIDING PARTY shall perform the Corporate Services for RECEIVING PARTY in a professional and competent manner, using standards of performance consistent with its performance of such services for itself.

(b) During the Term, PROVIDING PARTY shall maintain a disaster recovery program for the Corporate Services substantially consistent with the disaster recovery program in place for such Corporate Services as of the Effective Date. For the avoidance of doubt, the disaster recovery program maintained by PROVIDING PARTY will not include a business continuity program.

(c) If RECEIVING PARTY provides PROVIDING PARTY with written notice ("Shortfall Notice") of the occurrence of any Significant Service Shortfall (as defined below), as determined by RECEIVING PARTY in good faith, PROVIDING PARTY shall rectify such Significant Service Shortfall as soon as reasonably possible. For purposes of this Section 1.5(c), a "Significant Service Shortfall" shall be deemed to have occurred if the timing or quality of performance of Corporate Services provided by PROVIDING PARTY hereunder falls below the standard required by Section 1.5(a) hereof; provided that PROVIDING PARTY's obligations under this Agreement shall be relieved to the extent, and for the duration of, any force majeure event as set forth in Article V.

1.6 Response Time. PROVIDING PARTY shall respond to and resolve any problems in connection with the Corporate Services for RECEIVING PARTY within a commercially reasonable period of time, using response and proposed resolution times consistent with its response and resolution of such problems for itself.

1.7 Ownership of Materials; Results and Proceeds. All data and information submitted to PROVIDING PARTY by RECEIVING PARTY, in connection with the Corporate

Services or the Transition Assistance (as defined in Section 2.3) (the "RECEIVING PARTY Data"), and all results and proceeds of the Corporate Services and the Transition Assistance with regard to the RECEIVING PARTY Data, is and will remain, as between the Parties, the property of RECEIVING PARTY. PROVIDING PARTY shall not and shall not permit its Subsidiaries or Affiliates to use RECEIVING PARTY Data for any purpose other than to provide the Corporate Services or Transition Assistance.

ARTICLE II
TERM AND TRANSITION ASSISTANCE

2.1 Term. The term (the “Term”) of this Agreement shall commence as of the date hereof and shall continue until the date on which the last of the Scheduled Services under this Agreement is terminated or the date on which this Agreement is terminated by mutual agreement of the Parties, whichever is earlier (in either case, the “Termination Date”); provided, however, that in no event shall the Term:

(a) expire later than the date that is six (6) months after any Sale of FIS (as defined below), or

(b) continue, with respect to any entity that ceases to be a Subsidiary of RECEIVING PARTY prior to the end of the Term, from and after the date that such entity ceases to be a Subsidiary of RECEIVING PARTY.

In addition, the Term of this Agreement may be terminated, by written notice delivered by either Party to the other at the Effective Time (as hereinafter defined), if FNF, RECEIVING PARTY and Merger Co have not agreed in writing, on or before the Effective Time, to continue the effectiveness of this Agreement pursuant to an Integration Amendment (as hereinafter defined) or pursuant to other written agreements or understandings among such parties, such notice of termination to cause this Agreement to terminate and expire on the date that is 180 days after the Effective Time.

For purposes of this Agreement, (i) the term “Sale of FIS” means an acquisition by any Person (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”) and used in Sections 13(d) and 14(d) thereof (“Person”)) of Beneficial Ownership (within the meaning of Rule 13d-3 under the Exchange Act (“Beneficial Ownership”)) of 50% or more of the then outstanding shares of FIS common stock (the “Outstanding FIS Common Stock”) or the combined voting power of the then outstanding voting securities of FIS entitled to vote generally in the election of directors (the “Outstanding FIS Voting Securities”), excluding, however, the following: (A) any acquisition directly from FIS, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from FIS, (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by FIS or a member of the FIS Group, (C) any acquisition of Outstanding FIS Common Stock by one or more Subsidiaries or Affiliates of PROVIDING PARTY or of FNF, or (D) any acquisition or deemed acquisition occurring as part of the merger transaction contemplated by the Certegy Merger Agreement; (ii) the term “Effective Time” has the meaning ascribed thereto in Section 1.03 of the Certegy Merger

Agreement; and (iii) the term “Integration Amendment” has the meaning ascribed thereto in Section 6.16 of the Certegy Merger Agreement.

2.2 Termination.

(a) If RECEIVING PARTY is not able to complete its transition of the Corporate Services by the Termination Date, then upon written notice provided to PROVIDING PARTY at least thirty (30) days prior to the Termination Date, RECEIVING PARTY shall have the right to request and cause PROVIDING PARTY to provide up to thirty (30) days of additional Corporate Services to RECEIVING PARTY; provided, that RECEIVING PARTY shall pay for all such additional Corporate Services.

(b) If RECEIVING PARTY wishes to terminate a Corporate Service (or a portion thereof) on a date that is earlier than the Termination Date, RECEIVING PARTY shall provide written notice (the “Termination Notice”) to PROVIDING PARTY of a proposed termination date for such Corporate Service (or portion thereof), at least ninety (90) days prior to such proposed termination date. Upon receipt of such notice, PROVIDING PARTY shall promptly provide notice to RECEIVING PARTY (the “Termination Dispute Notice”) in the event that PROVIDING PARTY believes in good faith that, notwithstanding PROVIDING PARTY using its commercially reasonable efforts, the requested termination will have a material adverse impact on other Corporate Services and the scope of such adverse impact. In such event, the Parties will resolve the dispute in accordance with Section 1.4. If PROVIDING PARTY does not provide the Termination Dispute Notice, based on the standards set forth above, within ten (10) days of the date on which the Termination Notice was received, then, effective on the termination date proposed by RECEIVING PARTY in its Termination Notice, such Corporate Service (or portion thereof) shall be discontinued (thereafter, a “Discontinued Corporate Service”) and deemed deleted from the Scheduled Services to be provided hereunder and thereafter, this Agreement shall be of no further force and effect with respect to the Discontinued Corporate Service (or portion thereof), except as to obligations accrued prior to the date of discontinuation of such Corporate Service (or portion thereof). Upon the occurrence of any Discontinued Corporate Service, the Parties shall promptly update Schedule 1.1(a) to reflect the discontinuation, and the Corporate Service Fees shall be adjusted in accordance therewith and the provisions of Article III. Notwithstanding anything to the contrary contained herein, at any time that employees of PROVIDING PARTY or its Subsidiaries or Affiliates move to a department within RECEIVING PARTY or its Subsidiaries or Affiliates (an “Employee Shift”), a proportional portion of the relevant Corporate Service shall be deemed automatically terminated. If a Corporate Service, or portion thereof, is terminated as a result of an Employee Shift, then such termination shall take effect as of the date of the Employee Shift, and the adjustment in Corporate Service Fees shall also take effect as of the date of the Employee Shift.

(c) If all Corporate Services shall have been terminated under this Section 2.2 prior to the expiration of the Term, then either Party shall have the right to terminate this Agreement by giving written notice to the other Party, which termination shall be effective upon delivery as provided in Section 6.1.

2.3 Transition Assistance. In preparation for the discontinuation of any Corporate Service provided under this Agreement, PROVIDING PARTY shall, consistent with its

obligations to provide Corporate Services hereunder and with the cooperation and assistance of RECEIVING PARTY, use commercially reasonable efforts to provide such knowledge transfer services and to take such steps as are reasonably required in order to facilitate a smooth and efficient transition and/or migration of records to RECEIVING PARTY or its Subsidiaries or Affiliates (or at RECEIVING PARTY’s direction, to a third party) and responsibilities so as to minimize any disruption of services (“Transition Assistance”). RECEIVING PARTY shall cooperate with PROVIDING PARTY to allow PROVIDING PARTY to complete the Transition Assistance as early as is commercially reasonable to do so. Fees for any Transition Assistance shall be determined in

accordance with the calculation formula and methods applicable to the Scheduled Services that are most similar in nature to the Transition Assistance being so provided, as set forth on the applicable section of Schedule 1.1(a).

2.4 Return of Materials. As a Corporate Service or Transition Assistance is terminated, each Party will return all materials and property owned by the other Party, including, without limitation, all RECEIVING PARTY Data, if any, and materials and property of a proprietary nature involving a Party or its Subsidiaries or Affiliates relevant to the provision or receipt of that Corporate Service or Transition Assistance and no longer needed regarding the performance of other Corporate Services or other Transition Assistance under this Agreement, and will do so (and will cause its Subsidiaries and Affiliates to do so) within thirty (30) days after the applicable termination. Upon the end of the Term, each Party will return all material and property of a proprietary nature involving the other Party or its Subsidiaries, in its possession or control (or the possession or control of an Affiliate as a result of the Services provided hereunder) within thirty (30) days after the end of the Term. In addition, upon RECEIVING PARTY's request, PROVIDING PARTY agrees to provide to RECEIVING PARTY copies of RECEIVING PARTY's Data, files and records on magnetic media, or such other media as the Parties shall agree upon, to the extent practicable. PROVIDING PARTY may retain archival copies of RECEIVING PARTY's Data, files and records.

ARTICLE III
COMPENSATION AND PAYMENTS FOR CORPORATE SERVICES

3.1 Compensation for Corporate Services.

(a) In accordance with the payment terms described in Section 3.2 below, RECEIVING PARTY agrees to timely pay PROVIDING PARTY, as compensation for the Corporate Services provided hereunder, all fees as contemplated in Section 1.1 (the "Corporate Service Fees") and in Section 2.3 (the "Transition Assistance Fees").

(b) Without limiting the foregoing, the Parties acknowledge that RECEIVING PARTY is also obligated to pay, or reimburse PROVIDING PARTY for its payment of, all Out of Pocket Costs (as defined below); provided, however, that the incurrence of any liability by RECEIVING PARTY or any of its Subsidiaries for any New Out of Pocket Cost (as defined below) that requires the payment by RECEIVING PARTY or one of its Subsidiaries of more than $200,000, on an annualized basis, shall require either (i) the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries, or (ii) the subsequent approval of the chief accounting officer of RECEIVING PARTY (or his/her designee) after his/her receipt of the Monthly Recap Report (as defined in Section 3.3) provided to RECEIVING PARTY for the

calendar month in which the New Out of Pocket Cost was incurred or paid by PROVIDING PARTY on behalf of RECEIVING PARTY. If (x) PROVIDING PARTY has not obtained the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries before incurring or paying any New Out of Pocket Cost that exceeds $200,000 on an annualized basis, and (y) after receiving and reviewing the applicable Monthly Recap Report, the chief accounting officer of RECEIVING PARTY (or his/her designee) has not expressly approved the New Out of Pocket Cost in question, then RECEIVING PARTY shall be entitled to dispute the New Out of Pocket Cost until the close of the next audit cycle, provided that if PROVIDING PARTY disagrees with RECEIVING PARTY's dispute of the New Out of Pocket Cost, then PROVDING PARTY shall be entitled to exercise its rights under the dispute resolution provisions set forth in Section 1.4. For purposes hereof, the term "Out of Pocket Costs" means all fees, costs or other expenses payable by RECEIVING PARTY or its Subsidiaries to third parties that are not Affiliates of PROVIDING PARTY in connection with the Corporate Services provided hereunder; and the term "New Out of Pocket Cost" means any Out of Pocket Cost incurred after the Effective Date that is not a continuation of services provided to FIS or one of its Subsidiaries in the ordinary course of business consistent with past practices and for which FIS had paid or reimbursed a portion thereof prior to the Effective Date.

3.2 Payment Terms. PROVIDING PARTY shall invoice RECEIVING PARTY on a monthly basis in arrears for Corporate Service Fees, Transition Assistance Fees, and Total Allocated FAS 123 Charges, as calculated in accordance with Section 3.1 and Schedule 1.1(a) (it being understood that the Total Allocated FAS 123 Charges are non-cash items treated by RECEIVING PARTY as a contribution to capital by PROVIDING PARTY with no commensurate issuance of any equity in connection therewith). Each monthly invoice shall list all Corporate Services and FIS Costs in the format of Schedule 3.1(e). In addition, PROVIDING PARTY shall promptly notify RECEIVING PARTY, no more frequently than monthly, of the aggregate amount of Out of Pocket Costs to be reimbursed or paid. RECEIVING PARTY shall pay by electronic funds transfer or other method satisfactory to PROVIDING PARTY and RECEIVING PARTY, in full, the monthly amount so invoiced and the Out of Pocket Costs incurred, within thirty (30) days after the date on which PROVIDING PARTY's monthly invoice or notification of Out of Pocket Costs, as the case may be, was received. All invoices shall include, without limitation, the category of applicable Corporate Service or Transition Assistance Service (as the case may be), a brief description of the Out of Pocket Costs (if applicable), the billing period, and such other information as RECEIVING PARTY may reasonably request. Should RECEIVING PARTY dispute any portion of the amount due on any invoice or require any adjustment to an invoiced amount, or dispute any Out of Pocket Costs for which it received notification, then RECEIVING PARTY shall notify PROVIDING PARTY in writing of the nature and basis of the dispute and/or adjustment as soon as reasonably possible using, if necessary, the dispute resolution procedures set forth in Section 1.4. The Parties shall use their reasonable best efforts to resolve the dispute prior to the payment due date.

3.3 Fee Reports. On or before the twentieth (20th) calendar day following the last day of each calendar month, PROVIDING PARTY will provide to the chief accounting officer of RECEIVING PARTY (or his/her designee) a summary recap report (the "Monthly Recap Report") showing for the calendar month then ended all Corporate Service Fees, Transition Assistance Fees, Out of Pocket Costs, Total Allocated FAS 123 Charges (if applicable) and any other charges incurred by, and cost allocations made by, PROVIDING PARTY for or on behalf

of RECEIVING PARTY for Corporate Services pursuant to this Agreement. The Monthly Recap Report will list each PROVIDING PARTY accounting cost center that provided Corporate Services hereunder during the month and the amount of the costs allocated or incurred by each such cost center to RECEIVING PARTY for such calendar month. In addition, the Monthly Recap Report will also show the monthly aggregate cost trend for the trailing 12-month period.

3.4 Audit Rights. Upon reasonable advance notice from RECEIVING PARTY, PROVIDING PARTY shall permit RECEIVING PARTY to perform annual audits of PROVIDING PARTY's records only with respect to amounts invoiced and Out of Pocket Costs invoiced pursuant to this Article III.

Such audits shall be conducted during PROVIDING PARTY's regular office hours and without disruption to PROVIDING PARTY's business operations and shall be performed at RECEIVING PARTY's sole expense.

ARTICLE IV
LIMITATION OF LIABILITY

4.1 LIMITATION OF LIABILITY. THE LIABILITY OF EITHER PARTY FOR A CLAIM ASSERTED BY THE OTHER PARTY BASED ON BREACH OF ANY COVENANT, AGREEMENT OR UNDERTAKING REQUIRED BY THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAYABLE BY RECEIVING PARTY TO PROVIDING PARTY DURING THE ONE (1) YEAR PERIOD PRECEDING THE BREACH FOR THE PARTICULAR CORPORATE SERVICE AFFECTED BY SUCH BREACH UNDER THIS AGREEMENT; PROVIDED THAT SUCH LIMITATION SHALL NOT APPLY IN RESPECT OF ANY CLAIMS BASED ON A PARTY'S (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) IMPROPER USE OR DISCLOSURE OF CUSTOMER INFORMATION, (iv) VIOLATIONS OF LAW, OR (v) INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A PERSON OR ENTITY WHO IS NOT A PARTY HERETO OR THE SUBSIDIARY OR AFFILIATE OF A PARTY HERETO.

4.2 DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY UNDER ARTICLE X IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS TO A PERSON OR ENTITY WHO IS NOT A PARTY OR A SUBSIDIARY OR AFFILIATE OF THE INDEMNIFIED PARTY IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND WILL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS ARTICLE IV.

ARTICLE V
FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes,

---

tornadoes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Article, the Party whose performance is prevented shall give written notice to the other Party, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

ARTICLE VI
NOTICES AND DEMANDS

6.1 Notices. Except as otherwise provided under this Agreement (including Schedule 1.1(a)), all notices, demands or requests which may be given by a Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next business day if sent by overnight courier, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail return receipt requested, and addressed as set forth below:

If to RECEIVING PARTY, to:

Certegy, Inc. / Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to PROVIDING PARTY, to:

Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to Section 6.1 and this Section 6.2.

ARTICLE VII
REMEDIES

7.1 Remedies Upon Material Breach. In the event of material breach of any provision of this Agreement by a Party, the non-defaulting Party shall give the defaulting Party written notice, and:

(a) If such breach is for RECEIVING PARTY's non-payment of an amount that is not in dispute, the defaulting Party shall cure the breach within thirty (30) calendar days of such notice. If the defaulting Party does not cure such breach by such date, then the defaulting Party shall pay the non-defaulting Party the undisputed amount, any interest that has accrued hereunder through the expiration of the cure period plus an additional amount of interest equal to four percent (4%) per annum above the "prime rate" as announced in the most recent edition of

the Wall Street Journal. The Parties agree that this rate of interest constitutes reasonable liquidated damages and not an unenforceable penalty.

(b) If such breach is for any other material failure to perform in accordance with this Agreement, the defaulting Party shall cure such breach within thirty (30) calendar days of the date of such notice. If the defaulting Party does not cure such breach within such period, then the defaulting Party shall pay the non-defaulting Party all of the non-defaulting Party's actual damages, subject to Article IV above.

7.2 Survival Upon Expiration or Termination. The provisions of Section 1.4 (Dispute Resolution), Section 2.4 (Return of Materials), Article IV (Limitation of Liability), Article VI (Notices and Demands), this Section 7.2, Article VIII (Confidentiality), Article X (Indemnification) and Article XI (Miscellaneous) shall survive the termination or expiration of this Agreement unless otherwise agreed to in writing by both Parties.

ARTICLE VIII
CONFIDENTIALITY

8.1 Confidential Information. Each Party shall use at least the same standard of care in the protection of Confidential Information of the other Party as it uses to protect its own confidential or proprietary information; provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" includes all confidential or proprietary information and documentation of either Party, including the terms of this Agreement, including with respect to each Party, all of its software, data, financial information all reports, exhibits and other documentation prepared by any of its Subsidiaries or Affiliates. Each Party shall use the Confidential Information of the other Party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purpose. Each Party shall advise its respective employees, subcontractors, and agents of such Party's obligations under this Agreement. The obligations in this Section 8.1 will not restrict disclosure by a Party pursuant to applicable law, or by order or request of any court or government agency; provided that prior to such disclosure the Party making such disclosure shall (a) immediately give notice to the other Party, (b) cooperate with the other Party in challenging the right to such access and (c) only provide such information as is required by law, court order or a final, non-appealable ruling of a court of proper jurisdiction. Confidential Information of a Party will not be afforded the protection of this Article VIII if such Confidential Information was (A) developed by the other Party independently as shown by its written business records regularly kept, (B) rightfully obtained by the other Party without restriction from a third party, (C) publicly available other than through the fault or negligence of the other Party or (D) released by the Party that owns or has the rights to the Confidential Information without restriction to anyone.

8.2 Work Product Privilege. RECEIVING PARTY represents and PROVIDING PARTY acknowledges that, in the course of providing Corporate Services pursuant to this Agreement, PROVIDING PARTY may have access to (a) documents, data, databases or communications that are subject to attorney client privilege and/or (b) privileged work product prepared by or on behalf of the Affiliates of RECEIVING PARTY in anticipation of litigation

with third parties (collectively, the "Privileged Work Product") and RECEIVING PARTY represents and PROVIDING PARTY understands that all Privileged Work Product is protected from disclosure by Rule 26 of the Federal Rules of Civil Procedure and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. RECEIVING PARTY represents and PROVIDING PARTY understands the importance of maintaining the strict confidentiality of the Privileged Work Product to protect the attorney client privilege, work product doctrine and other privileges and rights associated with such Privileged Work Product pursuant to such Rule 26 and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. After PROVIDING PARTY is notified or otherwise becomes aware that documents, data, database, or communications are Privileged Work Product, only PROVIDING PARTY personnel for whom such access is necessary for the purposes of providing Services to RECEIVING PARTY as provided in this Agreement shall have access to such Privileged Work Product. Should PROVIDING PARTY ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, PROVIDING PARTY shall (A) immediately give notice to RECEIVING PARTY, (B) cooperate with RECEIVING PARTY in challenging the right to such access and (C) only provide such information as is required by a final, non-appealable ruling of a court of proper jurisdiction. RECEIVING PARTY shall pay all of the cost incurred by PROVIDING PARTY in complying with the immediately preceding sentence. RECEIVING PARTY has the right and duty to represent PROVIDING PARTY in such resistance or to select and compensate counsel to so represent PROVIDING PARTY or to reimburse PROVIDING PARTY for reasonable attorneys' fees and expenses as such fees and expenses are incurred in resisting such access. If PROVIDING PARTY is ultimately required, pursuant to an order of a court of competent jurisdiction, to produce documents, disclose data, or otherwise act in contravention of the confidentiality obligations imposed in this Article VIII, or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, PROVIDING PARTY is not liable for breach of such obligation to the extent such liability does not result from failure of PROVIDING PARTY to abide by the terms of this Article VIII. All Privileged Work Product is the property of RECEIVING PARTY and will be deemed Confidential Information, except as specifically authorized in this Agreement or as shall be required by law.

8.3 Unauthorized Acts. Each Party shall (a) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any person which shall become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "Unauthorized Access"), (b) promptly furnish to the other Party full details of the Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights, and (d) use commercially reasonable efforts to prevent a reoccurrence of any such Unauthorized Access.

8.4 Publicity. Except as required by law or national stock exchange rule or as allowed by any Ancillary Agreement, neither Party shall issue any press release, distribute any advertising, or make any public announcement or disclosure (a) identifying the other Party by name, trademark or otherwise or (b) concerning this Agreement without the other Party's prior written consent. Notwithstanding the foregoing sentence, in the event either Party is required to

issue a press release relating to this Agreement or any of the transactions contemplated by this Agreement, or by the laws or regulations of any governmental authority, agency or self-regulatory agency, such Party shall (A) give notice and a copy of the proposed press release to the other Party as far in advance as reasonably possible, but in any event not less than five (5) days prior to publication of such press release and (B) make any changes to such press release

reasonably requested by the other Party. In addition, RECEIVING PARTY may communicate the existence of the business relationship contemplated by the terms of this Agreement internally within PROVIDING PARTY's organization and orally and in writing communicate PROVIDING PARTY's identity as a reference with potential and existing customers.

8.5 Data Privacy. (a) Where, in connection with this Agreement, PROVIDING PARTY processes or stores information about a living individual that is held in automatically processable form (for example in a computerized database) or in a structured manual filing system ("Personal Data"), on behalf of any Subsidiaries of RECEIVING PARTY or their clients, then PROVIDING PARTY shall implement appropriate measures to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and shall use such data solely for purposes of carrying out its obligations under this Agreement.

(b) RECEIVING PARTY may instruct PROVIDING PARTY, where PROVIDING PARTY processes Personal Data on behalf of Subsidiaries of RECEIVING PARTY, to take such steps to preserve data privacy in the processing of those Personal Data as are reasonably necessary for the performance of this Agreement.

(c) Subsidiaries of RECEIVING PARTY may, in connection with this Agreement, collect Personal Data in relation to PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers involved in providing Corporate Services hereunder. Such Personal Data may be collected from PROVIDING PARTY, its employees, its directors, its officers, or from other (for example, published) sources; and some limited personal data may be collected indirectly at RECEIVING PARTY's (or Subsidiaries of RECEIVING PARTY's) locations from monitoring devices or by other means (e.g., telephone logs, closed circuit TV and door entry systems). Nothing in this Section 8.5(c) obligates PROVIDING PARTY or PROVIDING PARTY's employees, directors or other officers to provide Personal Data requested by RECEIVING PARTY. The Subsidiaries of RECEIVING PARTY may use and disclose any such data disclosed by PROVIDING PARTY solely for purposes connected with this Agreement and for the relevant purposes specified in the data privacy policy of the Subsidiary of RECEIVING PARTY (a copy of which is available on request.) RECEIVING PARTY will maintain the same level of protection for Personal Data collected from PROVIDING PARTY (and PROVIDING PARTY's employees, directors and officers, as appropriate) as RECEIVING PARTY maintains with its own Personal Data, and will implement appropriate administrative, physical and technical measures to protect the personal data collected from PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access.

ARTICLE IX
REPRESENTATIONS, WARRANTIES AND COVENANTS

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY MADE IN THIS AGREEMENT, PROVIDING PARTY HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS OBTAINED OF THE CONTINUING BUSINESS. ALL OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS, EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS OBTAINED OF THE CONTINUING BUSINESS ARE HEREBY DISCLAIMED BY PROVIDING PARTY.

ARTICLE X
INDEMNIFICATION

10.1 Indemnification.

(a) Subject to Article IV, RECEIVING PARTY will indemnify, defend and hold harmless PROVIDING PARTY, each Subsidiary and Affiliate of PROVIDING PARTY, each of their respective past and present directors, officers, employees, agents, consultants, advisors, accountants and attorneys ("Representatives"), and each of their respective successors and assigns (collectively, the "PROVIDING PARTY Indemnified Parties") from and against any and all Damages (as defined below) incurred or suffered by the PROVIDING PARTY Indemnified Parties arising or resulting from the provision of Corporate Services hereunder, which Damages shall be reduced to the extent of:

(i) Damages caused or contributed to by PROVIDING PARTY's negligence, willful misconduct or violation or law; or

(ii) Damages caused or contributed to by a breach of this Agreement by PROVIDING PARTY.

"Damages" means, subject to Article IV hereof, all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), costs, liens, forfeitures, settlements, fees or expenses (including reasonable attorneys' fees and expenses and any other expenses reasonably incurred in connection with investigating, prosecuting or defending a claim or Action).

(b) Except as set forth in this Section 10.1(b), PROVIDING PARTY will have no liability to RECEIVING PARTY for or in connection with any of the Corporate Services rendered hereunder or for any actions or omissions of PROVIDING PARTY in connection with the provision of any Corporate Services hereunder. Subject to the provisions

---

hereof and subject to Article IV, PROVIDING PARTY will indemnify, defend and hold harmless RECEIVING PARTY, each Subsidiary and Affiliate of RECEIVING PARTY, each of their respective past and present Representatives, and each of their respective successors and assigns (collectively, the "RECEIVING PARTY Indemnified Parties") from and against any and all Damages incurred or suffered by the RECEIVING PARTY Indemnified Parties arising or resulting from either of the following:

(i) any claim that PROVIDING PARTY's use of the software or other intellectual property used to provide the Corporate Services or Transition Assistance, or any results and proceeds of such Corporate Services or Transition Assistance, infringes, misappropriates or otherwise violates any United States patent, copyright, trademark, trade secret or other intellectual property rights; provided, that such intellectual property indemnity shall not apply to the extent that any such claim arises out of any modification to such software or other intellectual property made by RECEIVING PARTY without PROVIDING PARTY's authorization or participation, or

(ii) PROVIDING PARTY's gross negligence, willful misconduct, improper use or disclosure of customer information or violations of law;

provided, that in each of the cases described in subclauses (i) through (ii) above, the amount of Damages incurred or sustained by RECEIVING PARTY shall be reduced to the extent such Damages shall have been caused or contributed to by any action or omission of RECEIVING PARTY in amounts equal to RECEIVING PARTY's equitable share of such Damages determined in accordance with its relative culpability for such Damages or the relative fault of RECEIVING PARTY or its Subsidiaries.

10.2 Indemnification Procedures.

(a) Claim Notice. A Party that seeks indemnity under this Article X (an "Indemnified Party") will give written notice (a "Claim Notice") to the Party from whom indemnification is sought (an "Indemnifying Party"), whether the Damages sought arise from matters solely between the Parties or from Third Party Claims. The Claim Notice must contain (i) a description and, if known, estimated amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of facts then known by the Indemnified Party, and (iii) a demand for payment of those Damages. No delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure.

(b) Response to Notice of Claim. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will either: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount and, in which case, the Indemnifying Party will pay the Claimed Amount in accordance with a payment and distribution method reasonably acceptable to the Indemnified Party; or (ii) dispute that the Indemnified Party is entitled to receive all or any

portion of the Claimed Amount, in which case, the Parties will resort to the dispute resolution procedures set forth in Section 1.4.

(c) Contested Claims. In the event that the Indemnifying Party disputes the Claimed Amount, as soon as practicable but in no event later than ten (10) days after the receipt of the notice referenced in Section 10.2(b)(ii) hereof, the Parties will begin the process to resolve the matter in accordance with the dispute resolution provisions of Section 1.4 hereof. Upon ultimate resolution thereof, the Parties will take such actions as are reasonably necessary to comply with such agreement or instructions.

(d) Third Party Claims.

(i) In the event that the Indemnified Party receives notice or otherwise learns of the assertion by a person or entity who is not a Party hereto or a Subsidiary or Affiliate of a Party hereto of any claim or the commencement of any action (a "Third-Party Claim") with respect to which the Indemnifying Party may be obligated to provide indemnification under this Article X, the Indemnified Party will give written notification to the Indemnifying Party of the Third-Party Claim. Such notification will be given within fifteen (15) days after receipt by the Indemnified Party of notice of such Third-Party Claim, will be accompanied by reasonable supporting documentation submitted by such third party (to the extent then in the possession of the Indemnified Party) and will describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Third-Party Claim and the amount of the claimed Damages; provided, however, that no delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. During any period in which the Indemnifying Party has not so assumed control of such defense, the Indemnified Party will control such defense.

(ii) The Party not controlling such defense (the "Non-controlling Party") may participate therein at its own expense.

(iii) The Party controlling such defense (the "Controlling Party") will keep the Non-controlling Party reasonably advised of the status of such Third-Party Claim and the defense thereof and will consider in good faith recommendations made by the Non-controlling Party with respect thereto. The Non-controlling Party will furnish the Controlling Party with such Information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such Party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist the Controlling Party in the defense of such Third-Party Claim.

(iv) The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed; provided, however, that the consent of the Indemnified Party will not be required if (A) the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment, and (B) such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further Liability. The Indemnified Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

ARTICLE XI
MISCELLANEOUS

11.1 Relationship of the Parties. The Parties declare and agree that each Party is engaged in a business that is independent from that of the other Party and each Party shall perform its obligations as an independent contractor. It is expressly understood and agreed that RECEIVING PARTY and PROVIDING PARTY are not partners, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to the Corporate Services. Neither Party is an agent of the other and neither Party has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.

11.2 Employees. (a) PROVIDING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. PROVIDING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

(b) RECEIVING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. RECEIVING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

11.3 Assignment. Neither Party may, in connection with a sale of an asset to which one or more of the Corporate Services relate, assign, transfer or convey any right, obligation or duty, in whole or in part, or of any other interest under this Agreement relating to such Corporate Services without the prior written consent of the other Party, provided, however, that the Parties hereby agree and acknowledge that in the event of a Sale of FIS (as defined in Section 2.1), FIS may assign its interest in this Agreement without the prior written consent of FNT. All obligations and duties of a Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party. Each Party may use its Subsidiaries or Affiliates or

subcontractors to perform the Corporate Services; provided that such use shall not relieve such assigning Party of liability for its responsibilities and obligations.

11.4 Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

11.5 Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and their Affiliates and not for any other person. However, should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State's laws and principles regarding the conflict of laws. Subject to Section 1.4, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

11.7 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

11.8 Construction. The headings and numbering of articles, sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions.

11.9 Entire Agreement. This Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior CSA Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior CSA Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

11.10 Amendments and Waivers. The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf

of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

11.11 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in

case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

11.12 Taxes. All charges and fees to be paid to PROVIDING PARTY under this Agreement are exclusive of any applicable taxes required by law to be collected from RECEIVING PARTY (including, without limitation, withholding, sales, use, excise, or services tax, which may be assessed on the provision of Corporate Services). In the event that a withholding, sales, use, excise, or services tax is assessed on the provision of any of the Corporate Services under this Agreement, RECEIVING PARTY will pay directly, reimburse or indemnify PROVIDING PARTY for such tax, plus any applicable interest and penalties. The Parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

11.13 Changes in Law. PROVIDING PARTY's obligations to provide Corporate Services hereunder are to provide such Corporate Services in accordance with applicable laws as in effect on the date of this Agreement. Each Party reserves the right to take all actions in order to ensure that the Corporate Services and Transition Assistance are provided in accordance with any applicable laws.

11.14 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties, acting through their authorized officers, have caused this Agreement to be duly executed and delivered as of the date first above written.

PROVIDING PARTY:

Fidelity National Title Group, Inc.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

RECEIVING PARTY:

Certegy Inc.
(to be known as Fidelity National Information Services, Inc,)

By /s/ Lee A. Kennedy
Lee A. Kennedy
Chairman and Chief Executive Officer

DEFINITIONS AND FORMULAS

FOR PURPOSES OF CALCULATING COST ALLOCATION

For purposes of this Agreement and the Corporate Service Schedules:

"Direct Employee Compensation" of an employee means the aggregate of such employee's salary, overtime, cash bonus and commission compensation, payroll taxes attributable thereto, group insurance charges and benefits paid by the employer on behalf of or for the benefit of the employee, contributions to any 401k programs or accounts on behalf of or for the benefit of the employee, together with the employee's pro rata portion of the benefits administration expenses (including expenses for prizes or awards allocable to the employee) incurred by the employer.

"Full Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FNT Servicing Employees, means any and all costs incurred by or allocated to that department/cost center other than Direct Employee Compensation of the employees in the department/cost center. Full Departmental Costs include office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, telecommunications and IT equipment, insurance costs, depreciation, amortization, real property and personal property taxes, advertising and promotional expenses (if any), postage, courier and shipping expenses, printing, reproduction, stationary, and office supplies, travel and entertainment expenses, educational, training and recruiting expenses, professional dues and subscriptions, fees, general costs and expenses incurred in connection with the Services that are included in administrative overhead, and the other similar costs that are generally characterized as "overhead"', in each case as allocated to the department/cost center in accordance with PROVIDING PARTY's current overhead cost allocation policy.

"Limited Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FIS Transferred Employees, means any and all costs incurred by or allocated to that department/cost center that are directly related to the physical location of the FIS Transferred Employee within an FNT department/cost center. Limited Departmental Costs include telecommunications and IT equipment, office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, data processing charges and expenses, rental expenses and

charges paid to Fidelity Asset Management, Inc. for use of certain office assets and equipment, all as shown on the accounting cost center reports, it being understood that in no event shall any costs be allocated to, or paid by, RECEIVING PARTY hereunder with respect any Transferred Employee to the extent that an equivalent amount of the same cost item is otherwise being allocated to and paid by RECEIVING PARTY with respect to such Transferred Employee.

"Servicing Employee" means an employee of PROVIDING PARTY or its Subsidiaries or its Affiliates who provides services to RECEIVING PARTY and its Subsidiaries under this Agreement.

"Transferred Employee" means an employee of RECEIVING PARTY or its Subsidiaries who is not a Servicing Employee of PROVIDING PARTY, but who is physically located within a PROVIDING PARTY department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred or migrated to RECEIVING PARTY but whose office is still housed with their former department/cost center.

"Standard Allocation", for purposes of the Services provided under this Agreement and the Schedules hereto, including the Cost Allocation section of the Schedules, shall be calculated as follows:

1. Out of Pocket Costs: Direct Charges. Out of Pocket Costs incurred by or on behalf of RECEIVING PARTY or its Subsidiary(s) are charged directly to it and are not part of the Services under this Agreement or the payments to be made for Services hereunder.

2. Direct Employee Compensation: Allocation Based on Work Time Percentage. The Direct Employee Compensation of each PROVIDING PARTY Servicing Employee shall be allocated to RECEIVING PARTY based on the percentage of work time that such Servicing Employee spends in providing the applicable Services to RECEIVING PARTY and its Subsidiaries. Allocations as of the Effective Date will be those reflected in the data and results of October 1, 2005.

   By way of example, for a Servicing Employee of PROVIDING PARTY who has an annual salary of $50,000, a cash bonus of $20,000, and benefits of $10,000, and who spends 40% of his work time on providing Services under this Agreement, the Direct Employee Compensation allocation would be calculated as follows:

   ($50,000 + $20,000 + $10,000) x 40% = $32,000

   In this example, RECEIVING PARTY would be allocated $32,000 of Direct Employee Compensation for this Servicing Employee.

3. Full Departmental (Overhead) Costs for FNT Servicing Employees: Allocation based on Employee Head Count and Percentage of Work Time. In addition to the Direct Employee Compensation, Full Departmental Costs of each department/cost center of PROVIDING PARTY that has Servicing Employees shall be allocated to RECEIVING PARTY based on the employee head count of the Servicing Employees and the average percentage of work time that the Servicing Employees in that department/cost center spend on providing services to RECEIVING PARTY. Under this methodology, RECEIVING PARTY is charged for a percentage of the total Full Departmental Costs that reflects the headcount number of Servicing Employees in that department/cost center, in relation to the aggregate headcount of all employees in the department/cost center,

---

   taking into account average percentage of work time that each Servicing Employee in the department/cost center spends in providing services to RECEIVING PARTY and its Subsidiaries.

   By way of example, assume that in a PROVIDING PARTY department/cost center, there are 20 employees, 4 of whom are Servicing Employees, with 2 of those 4 Servicing Employees spending 50% of their work time providing Services to RECEIVING PARTY and its Subsidiaries, and the other 2 of those 4 Servicing Employees spending 10% of their work time providing Services to RECEIVING PARTY and its Subsidiaries. Let's also assume that we need to allocate $100 of office supplies. The portion of the Full Departmental Costs that will be allocated to RECEIVING PARTY is determined as follows:

   First, determine the department/cost center's Servicing Employee headcount allocable to RECEIVING PARTY:

   4 Servicing Employees ÷ 20 department/cost center employees = 20%.

   Second, use this percentage to determine the amount of the total Full Departmental Costs will be allocated to the Servicing Employees:

   20% of the $100 office supplies = $20 allocable to the Servicing Employees

   So, based solely on employee headcount, $20 of the total $100 of office supplies are allocable to the Servicing Employees, but a portion of that should be allocable to RECEIVING PARTY.

   Third, to determine that portion of the Full Departmental Costs allocable to the Servicing Employees that is allocable to providing services to RECEIVING PARTY and its Subsidiaries, we determine the average work time percentage of the Servicing Employees:

   So, if:

   2 employee spend 50% of their time on services for RECEIVING PARTY, and
   2 employees spend 10% of their time on services for RECEIVING PARTY,

   then the average work time percentage for these 4 Servicing Employees is:

   (50 + 50 + 10 + 10) = 120 ÷ 4 = 30% average work time percentage

Fourth, apply the average work time percentage of the Servicing Employees in this department/cost center to their share of the total Full Departmental Costs:

30% (average work time percentage) of the $20 of office supplies allocable to these Servicing Employees:

30% x $20 = $6.00 allocable to providing services to RECEIVING PARTY

In this example, $6.00 of the Full Departmental Costs for the $100 of office supplies for this department/cost center will be allocated to RECEIVING PARTY.

4. Limited Departmental (Overhead) Costs for FIS Transferred Employees: Allocation Based on Employee Head Count. Limited Departmental Costs of each department/cost center of PROVIDING PARTY that has Transferred Employees (i.e., RECEIVING PARTY employees who are not Servicing Employees of PROVIDING PARTY, but who are physically located within such department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred to RECEIVING PARTY but whose office is still housed with their former department/cost center) shall be allocated to RECEIVING PARTY based on employee head count, determined by applying a percentage reflecting the number of Transferred Employees in that department/cost center, in relation to the number of all employees in the department/cost center.

By way of example, assume that in a PROVIDING PARTY department/cost center, there are 10 employees, 2 of whom are Transferred Employees now employed by RECEIVING PARTY. The portion of the Limited Departmental Costs that will be allocated to RECEIVING PARTY as follows:

2 Transferred Employees ÷ 10 Total Department Employees = 20%.

In this example, 20% of the Limited Departmental Costs of this department/cost center will be allocated to RECEIVING PARTY.

5. Update of Servicing Employee Work Percentages and Transferred Employee Head Count: At Least Every 6 Months. Except to the extent otherwise expressly provided herein, for any given 6-month period, all Direct Employee Compensation to be allocated shall be so allocated on the basis of the applicable work time percentage determined as of the most recent work time percentage review undertaken by PROVIDING PARTY (each a “Work Time Percentage Review”). Work Time Percentage Reviews for all Servicing Employees shall be re-examined and updated by PROVIDING PARTY no less frequently than every 6 months, with the first update after the Effective Date to occur in June 2006. Direct Employee Compensation allocations applicable on the Effective Date and continuing until the completion of the June 2006 Work Time Percentage Review

shall be based on the Work Time Percentage Review undertaken for the calendar month October 2005. Full Departmental Costs and Limited Departmental Costs will be allocated based on the head count (and, if applicable, the work time percentage) determined as of the most recent Work Time Percentage Review. Without limiting the foregoing, changes in work time percentages based on an updated Work Time Percentage Review shall be reviewed and approved by a full-time FIS employee.

6. Terminated or Discontinued Services. If at any time during the Term of this Agreement RECEIVING PARTY terminates or discontinues all or any portion of a Corporate Service prior to the end of the Term or if any Corporate Service (or portion thereof) automatically terminates, pursuant to Section 2.2(b) (hereinafter referred to as a “Discontinued Service”), then effective as of the last day of the calendar month in which such termination or discontinuation is effective, Corporate Service Fees related to the Discontinued Service shall no longer be owing under this Agreement.

AMENDED AND RESTATED REVERSE CORPORATE SERVICES AGREEMENT

This Amended and Restated Corporate Services Agreement (this "Agreement") is effective as of February 1, 2006 (the "Effective Date"), by and between **FIDELITY NATIONAL TITLE GROUP, INC.**, a Delaware corporation ("FNT" or "RECEIVING PARTY"), and **CERTEGY INC.**, a Georgia corporation that, after the effectiveness of the Merger hereinafter defined, will be known as "**Fidelity National Information Services, Inc.**" ("FIS" or "PROVIDING PARTY"). FNT and FIS shall be referred to together in this Agreement as the "Parties" and individually as a "Party."

WHEREAS, Fidelity National Information Services, Inc., a Delaware corporation ("FNIS") that will merge with and into C Co Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of RECEIVING PARTY ("Merger Co"; after the Merger, to be known as "Fidelity National Information Services, LLC"), previously entered into a Reverse Corporate Services Agreement dated as of March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF") and the parent company of FNT and its subsidiaries, for the provision of certain corporate services, as more fully described herein; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FNIS, all of FNF's rights and obligations under the FNF Agreement, and FNIS and FNT entered into a novation of the rights and obligations under the FNF Agreement, so that FNT would assume FNF's position with respect to receipt of the corporate services to be provided by FNIS, such novation being set forth in a Reverse Corporate Services Agreement dated as of September 27, 2005 (the "Prior RCSA Agreement") between FNIS and FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc., Merger Co, and FNIS, including the effectiveness of the merger of FNIS with and into Merger Co (the "Merger"), FNIS has, with the consent of FNT, assigned its rights and obligations under the Prior RCSA Agreement to FIS, and FIS has assumed all of FNIS's rights and obligations under the Prior CSA Agreement, and therefore, the Parties wish to amend and restate the Prior RCSA Agreement in its entirety to reflect these modifications and certain other modifications agreed to between the Parties;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
CORPORATE SERVICES

1.1 Corporate Services. This Agreement sets forth the terms and conditions for the provision by PROVIDING PARTY to RECEIVING PARTY of various corporate services and products, as more fully described below and in Schedule 1.1(a) attached hereto (the Scheduled

Services, the Omitted Services, the Resumed Services and Special Projects (as defined below), collectively, the "Corporate Services").

(a) PROVIDING PARTY, through its Subsidiaries (as defined below) and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries, and at the request of RECEIVING PARTY, to FNF and its Subsidiaries (excluding for these purposes FIS and all of its Subsidiaries), all services set forth on Schedule 1.1(a) (the "Scheduled Services") on and after the Effective Date (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, and to FNF's Subsidiaries as they become Subsidiaries of FNF, in each case subject to the exception in clause (ii) of Section 1.2(a)). RECEIVING PARTY shall pay fees to PROVIDING PARTY for providing the Scheduled Services or causing the Scheduled Services to be provided as set forth in Schedule 1.1(a). "Subsidiary" means, with respect to any person, any corporation or other legal entity of which such person controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body. For purposes of this Agreement, the use of the term "RECEVING PARTY and its Subsidiaries" or "RECEIVING PARTY or its Subsidiaries", and terms of similar import, shall be deemed to include FNF and its Subsidiaries (excluding for these purposes FIS and all of its Subsidiaries), so that FNF and its Subsidiaries (other than FIS and its Subsidiaries) are able to receive services hereunder from PROVIDING PARTY, as requested by FNF and RECEIVING PARTY.

(b) PROVIDING PARTY, through its Subsidiaries and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services that PROVIDING PARTY was performing for RECEIVING PARTY and its Subsidiaries as of the Effective Date that pertain to and are a part of Scheduled Services under Section 1.1(a) (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, and to FNF's Subsidiaries as they become Subsidiaries of FNF, subject to the exception in clause (ii) of Section 1.2(a)), which are not expressly included in the list of Scheduled Services in Schedule 1.1(a), but are required to conduct the business of RECEIVING PARTY and its Subsidiaries (the "Omitted Services"), unless RECEIVING PARTY consents in writing to the termination of such services. Such Omitted Services shall be added to Schedule 1.1(a) and thereby become Scheduled Services, as soon as reasonably practicable after the Effective Date by the Parties. In the event that RECEIVING PARTY or its Subsidiaries had been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries for such Omitted Services immediately prior to the Effective Date, RECEIVING PARTY shall pay to PROVIDING PARTY for providing the Omitted Services or causing the Omitted Services to be provided hereunder fees equal to the actual fees paid for such Omitted Services immediately preceding the Effective Date; provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries prior to the Effective Date. In the event that RECEIVING PARTY or its Subsidiaries had not been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries for such Omitted Services immediately prior to the Effective Date, the Parties shall negotiate in good faith a fee to be based on the cost of providing such Omitted Services, which shall in no event be less than the

Default Fee (as defined below); provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder by RECEIVING PARTY shall be retroactive to the first day of the calendar quarter in which either the Party identifies such services as Omitted Services, but in no event shall

RECEIVING PARTY be required to pay for any such Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries prior to the Effective Date. The "Default Fee" means an amount equal to one hundred fifty percent (150%) of the salary of each full-time employee, on an hourly basis, who provides the applicable Corporate Service or Transition Assistance (as defined in Section 2.3).

(c) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide or cause to be provided to RECEIVING PARTY and its Subsidiaries any Scheduled Service that has been terminated at RECEIVING PARTY's request pursuant to Section 2.2 (the "Resumed Services"); provided, that PROVIDING PARTY shall have no obligation to provide a Resumed Service if providing such Resumed Service will have a material adverse impact on the other Corporate Services. Schedule 1.1(a) shall from time to time be amended to reflect the resumption of a Resumed Service and the Resumed Service shall be set forth thereon as a Scheduled Service.

(d) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide additional corporate services that are not described in the Schedule 1.1(a) and that are neither Omitted Services nor Resumed Services ("Special Projects"). RECEIVING PARTY shall submit a written request to PROVIDING PARTY specifying the nature of the Special Project and requesting an estimate of the costs applicable for such Special Project and the expected time frame for completion. PROVIDING PARTY shall respond promptly to such written request, but in no event later than twenty (20) days, with a written estimate of the cost of providing such Special Project and the expected time frame for completion (the "Cost Estimate"). If RECEIVING PARTY provides written approval of the Cost Estimate within ten (10) days after PROVIDING PARTY delivers the Cost Estimate, then within a commercially reasonable time after receipt of RECEIVING PARTY's written request, PROVIDING PARTY shall begin providing the Special Project; provided, that PROVIDING PARTY shall have no obligation to provide a Special Project where, in its reasonable discretion and prior to providing the Cost Estimate, it has determined and notified RECEIVING PARTY in writing that (i) it would not be feasible to provide such Special Project, given reasonable priority to other demands on its resources and capacity both under this Agreement or otherwise or (ii) it lacks the experience or qualifications to provide such Special Project.

1.2 Provision of Corporate Services; Excused Performance.

(a) To the extent commercially reasonable, the Parties will work together and begin the process of migrating the Corporate Services from PROVIDING PARTY to RECEIVING PARTY or one or more of its Subsidiaries or a third party (at RECEIVING PARTY's direction) such that the completion of the migration of the Corporate Services from PROVIDING PARTY to RECEIVING PARTY or one or more of its Subsidiaries or a third party, as the case may be, shall occur prior to the end of the Term. PROVIDING PARTY shall provide or cause to be provided each of the Corporate Services through the expiration of the

Term, except (i) as automatically modified by earlier termination of a Corporate Service by RECEIVING PARTY in accordance with this Agreement, (ii) for Corporate Services to or for the benefit of any entity which ceases to be a Subsidiary of RECEIVING PARTY (or, if applicable, a Subsidiary of FNF (other than FIS and its Subsidiaries) prior to the end of the Term, or (iii) as otherwise agreed to by the Parties in writing.

(b) All obligations of PROVIDING PARTY with respect to any one or more individual Corporate Services or Transition Assistance under this Agreement shall be excused to the extent and only for so long as a failure by PROVIDING PARTY with respect thereto is directly attributable to and caused specifically by a failure by RECEIVING PARTY or any of its Subsidiaries to meet their obligations (including any performance) under any other Intercompany Agreement (as defined in the Certegy Merger Agreement) or under the Amended and Restated Master Information Technology Services Agreement of even date herewith by and between Fidelity Information Services, Inc., an Arkansas corporation and a subsidiary of RECEIVING PARTY, and FNT.

1.3 Third Party Vendors; Consents.

(a) PROVIDING PARTY shall use its commercially reasonable efforts to keep and maintain in effect its relationships with its vendors that are integral to the provision of the Corporate Services. PROVIDING PARTY shall use commercially reasonable efforts to procure any waivers, permits, consents or sublicenses required by third party licensors, vendors or service providers under existing agreements with such third parties in order to provide any Corporate Services hereunder ("Third Party Consents"). In the event that PROVIDING PARTY is unable to procure such Third Party Consents on commercially reasonable terms, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor. If, after the Effective Date, any one or more vendors (i) terminates its contractual relationship with PROVIDING PARTY or ceases to provide the products or services associated with the Corporate Services or (ii) notifies PROVIDING PARTY of its desire or plan to terminate its contractual relationship with PROVIDING PARTY or (iii) ceases providing the products or services associated with the Corporate Services, then, in either case, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor so that RECEIVING PARTY may continue to receive similar products and services.

(b) PROVIDING PARTY shall not be required to transfer or assign to RECEIVING PARTY any third party software licenses or any hardware owned by PROVIDING PARTY or its Subsidiaries in connection with the provision of the Corporate Services or at the conclusion of the Term.

1.4 Dispute Resolution.

(a) Amicable Resolution. PROVIDING PARTY and RECEIVING PARTY mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between

PROVIDING PARTY and RECEIVING PARTY in connection with this Agreement (including, without limitation, the standards of performance, delay of performance or non-performance of obligations, or payment or non-payment of fees hereunder), then the Dispute, upon written request of either Party, will be referred for resolution to the president (or similar position) of the division implicated by the matter for each of PROVIDING PARTY and RECEIVING

PARTY, which presidents will have fifteen (15) days to resolve such Dispute. If the presidents of the relevant divisions for each of PROVIDING PARTY and RECEIVING PARTY do not agree to a resolution of such Dispute within fifteen (15) days after the reference of the matter to them, such presidents of the relevant divisions will refer such matter to the president of each of PROVIDING PARTY and RECEIVING PARTY for final resolution. Notwithstanding anything to the contrary in this Section 1.4, any amendment to the terms of this Agreement may only be effected in accordance with Section 11.10.

(b) Arbitration. In the event that the Dispute is not resolved in a friendly manner as set forth in Section 1.4(a), either Party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 1.4(b). All Disputes submitted to arbitration pursuant to this Section 1.4(b) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either Party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by PROVIDING PARTY and RECEIVING PARTY. If PROVIDING PARTY and RECEIVING PARTY fail to agree on an arbitrator within thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of any Party to the Dispute, appoint the arbitrator. Any order or determination of the arbitral tribunal shall be final and binding upon the Parties to the arbitration as to matters submitted and may be enforced by any Party to the Dispute in any court having jurisdiction over the subject matter or over either Party. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. The use of any alternative dispute resolution procedures hereunder will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

(c) Non-Exclusive Remedy. Nothing in this Section 1.4 will prevent either PROVIDING PARTY or RECEIVING PARTY from immediately seeking injunctive or interim relief in the event (i) of any actual or threatened breach of any of the provisions of Article VIII or (ii) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All such actions for injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 11.6. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, and further remedies may be pursued in accordance with Section 1.4(a) and Section 1.4(b) above.

(d) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, PROVIDING PARTY and RECEIVING PARTY, but none of their respective Subsidiaries or affiliates, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to Article XI, this Section 1.4 or otherwise, and each Party will cause its respective affiliates not to commence any dispute resolution procedure other than through such Party as provided in this Section 1.4(d).

(e) Compensation. RECEIVING PARTY shall continue to make all payments due and owing under Article III for Corporate Services not the subject of a Dispute and shall not off-set such fees by the amount of fees for Corporate Services that are the subject of the Dispute.

1.5 Standard of Services.

(a) PROVIDING PARTY shall perform the Corporate Services for RECEIVING PARTY in a professional and competent manner, using standards of performance consistent with its performance of such services for itself.

(b) During the Term, PROVIDING PARTY shall maintain a disaster recovery program for the Corporate Services substantially consistent with the disaster recovery program in place for such Corporate Services as of the Effective Date. For the avoidance of doubt, the disaster recovery program maintained by PROVIDING PARTY will not include a business continuity program.

(c) If RECEIVING PARTY provides PROVIDING PARTY with written notice ("Shortfall Notice") of the occurrence of any Significant Service Shortfall (as defined below), as determined by RECEIVING PARTY in good faith, PROVIDING PARTY shall rectify such Significant Service Shortfall as soon as reasonably possible. For purposes of this Section 1.5(c), a "Significant Service Shortfall" shall be deemed to have occurred if the timing or quality of performance of Corporate Services provided by PROVIDING PARTY hereunder falls below the standard required by Section 1.5(a) hereof; provided that PROVIDING PARTY's obligations under this Agreement shall be relieved to the extent, and for the duration of, any force majeure event as set forth in Article V.

1.6 Response Time. PROVIDING PARTY shall respond to and resolve any problems in connection with the Corporate Services for RECEIVING PARTY within a commercially reasonable period of time, using response and proposed resolution times consistent with its response and resolution of such problems for itself.

1.7 Ownership of Materials; Results and Proceeds. All data and information submitted to PROVIDING PARTY by RECEIVING PARTY, in connection with the Corporate Services or the Transition Assistance (as defined in Section 2.3) (the "RECEIVING PARTY Data"), and all results and proceeds of the Corporate Services and the Transition Assistance with regard to the RECEIVING PARTY Data, is and will remain, as between the Parties, the property of RECEIVING PARTY. PROVIDING PARTY shall not and shall not permit its Subsidiaries to use the RECEIVING PARTY Data for any purpose other than to provide the Corporate Services or Transition Assistance.

ARTICLE II
TERM AND TRANSITION ASSISTANCE

2.1 Term. The term (the "Term") of this Agreement shall commence as of the date hereof and shall continue until the date on which the last of the Scheduled Services under this Agreement is terminated or the date on which this Agreement is terminated by mutual agreement of the Parties, whichever is earlier (in either case, the "Termination Date"); provided, however, that in no event shall the Term:

(a) expire later than the date that is six (6) months after any Sale of FIS (as defined below), or

(b) continue, with respect to any entity that ceases to be a Subsidiary of RECEIVING PARTY (or in the case of FNF, a Subsidiary of FNF) prior to the end of the Term, from and after the date that such entity ceases to be a Subsidiary of RECEIVING PARTY (or in the case of FNF, a Subsidiary of FNF).

In addition, the Term of this Agreement may be terminated, by written notice delivered by either Party to the other at the Effective Time (as hereinafter defined), if FNF, PROVIDING PARTY and Merger Co (as hereinafter defined) have not agreed in writing, on or before the Effective Time, to continue the effectiveness of this Agreement pursuant to an Integration Amendment (as hereinafter defined) or pursuant to other written agreements or understandings among such parties, such notice of termination to cause this Agreement to terminate and expire on the date that is 180 days after the Effective Time.

For purposes of this Agreement, (i) the term "Sale of FIS" means an acquisition by any Person (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and used in Sections 13(d) and 14(d) thereof ("Person")) of Beneficial Ownership (within the meaning of Rule 13d-3 under the Exchange Act ("Beneficial Ownership")) of 50% or more of the then outstanding shares of FIS common stock (the "Outstanding FIS Common Stock") or the combined voting power of the then outstanding voting securities of FIS entitled to vote generally in the election of directors (the "Outstanding FIS Voting Securities"), excluding, however, the following: (A) any acquisition directly from FIS, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from FIS, (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by FIS or a member of the FIS Group, (C) any acquisition of Outstanding FIS Common Stock by one or more Subsidiaries of RECEIVING PARTY or of FNF, or (D) any acquisition or deemed acquisition occurring as part of the merger transaction contemplated by the Certegy Merger Agreement; (ii) the term "Effective Time" has the meaning ascribed thereto in Section 1.03 of the Certegy Merger Agreement; and (iii) the term "Integration Amendment" has the meaning ascribed thereto in Section 6.16 of the Certegy Merger Agreement.

2.2 Termination.

(a) If RECEIVING PARTY is not able to complete its transition of the Corporate Services by the Termination Date, then upon written notice provided to PROVIDING

PARTY at least thirty (30) days prior to the Termination Date, RECEIVING PARTY shall have the right to request and cause PROVIDING PARTY to provide up to thirty (30) days of additional Corporate Services to RECEIVING PARTY; provided, that RECEIVING PARTY shall pay for all such additional Corporate Services.

(b) If RECEIVING PARTY wishes to terminate a Corporate Service (or a portion thereof) on a date that is earlier than the Termination Date, RECEIVING PARTY shall provide written notice (the "Termination Notice") to PROVIDING PARTY of a proposed termination date for such Corporate Service (or portion thereof), at least ninety (90) days prior to such proposed termination date. Upon receipt of such notice, PROVIDING PARTY shall promptly provide notice to RECEIVING PARTY (the "Termination Dispute Notice") in the event that PROVIDING PARTY believes in good faith that, notwithstanding PROVIDING PARTY using its commercially reasonable efforts, the requested termination will have a material adverse impact on other Corporate Services and the scope of such adverse impact. In such event, the Parties will resolve the dispute in accordance with Section 1.4. If PROVIDING PARTY does not provide the Termination Dispute Notice, based on the standards set forth above, within ten (10) days of the date on which the Termination Notice was received, then, effective on the termination date proposed by RECEIVING PARTY in its Termination Notice, such Corporate Service (or portion thereof) shall be discontinued (thereafter, a "Discontinued Corporate Service") and deemed deleted from the Scheduled Services to be provided hereunder and thereafter, this Agreement shall be of no further force and effect with respect to the Discontinued Corporate Service (or portion thereof), except as to obligations accrued prior to the date of discontinuation of such Corporate Service (or portion thereof). Upon the occurrence of any Discontinued Corporate Service, the Parties shall promptly update Schedule 1.1(a) to reflect the discontinuation, and the Corporate Service Fees shall be adjusted in accordance therewith and the provisions of Article III. Notwithstanding anything to the contrary contained herein, at any time that employees of FIS move to a department within FNT or FNF (an "Employee Shift"), a proportional portion of the relevant Corporate Service shall be deemed automatically terminated. If a Corporate Service, or portion thereof, is terminated as a result of an Employee Shift, then such termination shall take effect as of the date of the Employee Shift, and the adjustment in Corporate Service Fees shall also take effect as of the date of the Employee Shift.

(c) If all Corporate Services shall have been terminated under this Section 2.2 prior to the expiration of the Term, then either Party shall have the right to terminate this Agreement by giving written notice to the other Party, which termination shall be effective upon delivery as provided in Section 6.1.

2.3 Transition Assistance. In preparation for the discontinuation of any Corporate Service provided under this Agreement, PROVIDING PARTY shall, consistent with its obligations to provide Corporate Services hereunder and with the cooperation and assistance of RECEIVING PARTY, use commercially reasonable efforts to provide such knowledge transfer services and to take such steps as are reasonably required in order to facilitate a smooth and efficient transition and/or migration of records to RECEIVING PARTY or its Subsidiaries or Affiliates (or at RECEIVING PARTY's direction, to a third party) and responsibilities so as to minimize any disruption of services ("Transition Assistance"). RECEIVING PARTY shall cooperate with PROVIDING PARTY to allow PROVIDING PARTY to complete the Transition Assistance as early as is commercially reasonable to do so. Fees for any Transition Assistance

shall be determined in accordance with the calculation formula and methods applicable to the Scheduled Services that are most similar in nature to the Transition Assistance being so provided, as set forth on the applicable section of Schedule 1.1(a).

2.4 Return of Materials. As a Corporate Service or Transition Assistance is terminated, each Party will return all materials and property owned by the other Party, including, without limitation, all RECEIVING PARTY Data, if any, and materials and property of a proprietary nature involving a Party or its Subsidiaries (or, if applicable, in the case of RECEIVING PARTY, FNF or its Subsidiaries) relevant to the provision or receipt of that Corporate Service or Transition Assistance and no longer needed regarding the performance of other Corporate Services or other Transition Assistance under this Agreement, and will do so (and will cause its Subsidiaries and if applicable, its Affiliates to do so) within thirty (30) days after the applicable termination. Upon the end of the

Term, each Party will return all material and property of a proprietary nature involving the other Party or its Subsidiaries (or, if applicable, its Affiliates), in its possession or control (or the possession or control of an Affiliate) within thirty (30) days after the end of the Term. In addition, upon RECEIVING PARTY's request, PROVIDING PARTY agrees to provide to RECEIVING PARTY copies of RECEIVING PARTY's Data, files and records on magnetic media, or such other media as the Parties shall agree upon, to the extent practicable. PROVIDING PARTY may retain archival copies of RECEIVING PARTY's Data, files and records.

ARTICLE III
COMPENSATION AND PAYMENTS FOR CORPORATE SERVICES

3.1 Compensation for Corporate Services.

(a) In accordance with the payment terms described in Section 3.2 below, RECEIVING PARTY agrees to timely pay PROVIDING PARTY, as compensation for the Corporate Services provided hereunder, all fees as contemplated in Section 1.1 (the "Corporate Service Fees") and in Section 2.3 (the "Transition Assistance Fees").

(b) Without limiting the foregoing, the Parties acknowledge that RECEIVING PARTY is also obligated to pay, or reimburse PROVIDING PARTY for its payment of, all Out of Pocket Costs (as defined below); provided, however, that the incurrence of any liability by RECEIVING PARTY or any of its Subsidiaries for any New Out of Pocket Cost (as defined below) that requires the payment by RECEIVING PARTY or one of its Subsidiaries of more than $200,000, on an annualized basis, shall require either (i) the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries, or (ii) the subsequent approval of the chief accounting officer of RECEIVING PARTY (or his/her designee) after his/her receipt of the Monthly Recap Report (as defined in Section 3.3) provided to RECEIVING PARTY for the calendar month in which the New Out of Pocket Cost was incurred or paid by PROVIDING PARTY on behalf of RECEIVING PARTY. If (x) PROVIDING PARTY has not obtained the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries before incurring or paying any New Out of Pocket Cost that exceeds $200,000 on an annualized basis, and (y) after receiving and reviewing the applicable Monthly Recap Report, the chief accounting officer of RECEIVING PARTY (or his/her designee) has not expressly approved the New Out of Pocket Cost in question, then RECEIVING PARTY shall be entitled to dispute the New Out of

Pocket Cost until the close of the next audit cycle, provided that if PROVIDING PARTY disagrees with RECEIVING PARTY's dispute of the New Out of Pocket Cost, then PROVDING PARTY shall be entitled to exercise its rights under the dispute resolution provisions set forth in Section 1.4. For purposes hereof, the term "Out of Pocket Costs" means all fees, costs or other expenses payable by RECEIVING PARTY or its Subsidiaries to third parties that are not affiliates of PROVIDING PARTY in connection with Corporate Services provided hereunder; and the term "New Out of Pocket Cost" means any Out of Pocket Cost incurred after the Effective Date that is not a continuation of services provided to FNT or its Subsidiaries, or to FNF or its Subsidiaries, in the ordinary course of business consistent with past practices and for which RECEIVING PARTY had paid or reimbursed a portion thereof prior to the Effective Date.

3.2 Payment Terms. PROVIDING PARTY shall invoice RECEIVING PARTY on a monthly basis in arrears for Corporate Service Fees, plus the Transition Assistance Fees, as calculated in accordance with Section 3.1 and Schedule 1.1(a). In addition, PROVIDING PARTY shall promptly notify RECEIVING PARTY, no more frequently than monthly, of the aggregate amount of Out of Pocket Costs to be reimbursed or paid. RECEIVING PARTY shall pay by electronic funds transfer or other method satisfactory to PROVIDING PARTY and RECEIVING PARTY, in full, the monthly amount so invoiced and the Out of Pocket Costs incurred, within thirty (30) days after the date on which PROVIDING PARTY's monthly invoice or notification of Out of Pocket Costs, as the case may be, was received. All invoices shall include, without limitation, the category of applicable Corporate Service or Transition Assistance Service (as the case may be), a brief description of the Out of Pocket Costs (if applicable), the billing period, and such other information as RECEIVING PARTY may reasonably request. Should RECEIVING PARTY dispute any portion of the amount due on any invoice or require any adjustment to an invoiced amount, or dispute any Out of Pocket Costs for which it received notification, then RECEIVING PARTY shall notify PROVIDING PARTY in writing of the nature and basis of the dispute and/or adjustment as soon as reasonably possible using, if necessary, the dispute resolution procedures set forth in Section 1.4. The Parties shall use their reasonable best efforts to resolve the dispute prior to the payment due date.

3.3 Fee Reports. On or before the twentieth (20th) calendar day following the last day of each calendar month, PROVIDING PARTY will provide to the chief accounting officer of RECEIVING PARTY (or his/her designee) a summary recap report (the "Monthly Recap Report") showing for the calendar month then ended all Corporate Service Fees, Transition Assistance Fees, Out of Pocket Costs, and any other charges incurred by, and cost allocations made by, PROVIDING PARTY for or on behalf of RECEIVING PARTY for Corporate Services pursuant to this Agreement. The Monthly Recap Report will list each PROVIDING PARTY accounting cost center that provided Corporate Services hereunder during the month and the amount of the costs allocated or incurred by each such cost center to RECEIVING PARTY for such calendar month. In addition, the Monthly Recap Report will also show the monthly aggregate cost trend for the trailing 12-month period.

3.4 Audit Rights. Upon reasonable advance notice from RECEIVING PARTY, PROVIDING PARTY shall permit RECEIVING PARTY to perform annual audits of PROVIDING PARTY's records only with respect to amounts invoiced and Out of Pocket Costs invoiced pursuant to this Article III. Such audits shall be conducted during PROVIDING

PARTY's regular office hours and without disruption to PROVIDING PARTY's business operations and shall be performed at RECEIVING PARTY's sole expense.

ARTICLE IV
LIMITATION OF LIABILITY

4.1 LIMITATION OF LIABILITY. THE LIABILITY OF EITHER PARTY FOR A CLAIM ASSERTED BY THE OTHER PARTY BASED ON BREACH OF ANY COVENANT, AGREEMENT OR UNDERTAKING REQUIRED BY THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAYABLE BY RECEIVING PARTY TO PROVIDING PARTY DURING THE ONE (1) YEAR PERIOD PRECEDING THE BREACH FOR THE PARTICULAR CORPORATE SERVICE AFFECTED BY SUCH BREACH UNDER THIS AGREEMENT; PROVIDED, THAT

SUCH LIMITATION SHALL NOT APPLY IN RESPECT OF ANY CLAIMS BASED ON A PARTY'S (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) IMPROPER USE OR DISCLOSURE OF CUSTOMER INFORMATION, (iv) VIOLATIONS OF LAW OR (v) INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A PERSON OR ENTITY WHO IS NOT A PARTY HERETO OR THE SUBSIDIARY OF A PARTY HERETO (OR, IN THE CASE OF RECEIVING PARTY, FNF OR A SUBSIDIARY OF FNF).

4.2 DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY UNDER ARTICLE X IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS TO A PERSON OR ENTITY WHO IS NOT A PARTY OR A SUBSIDIARY OF THE INDEMNIFIED PARTY (OR IN THE CASE OF RECEIVING PARTY, FNF OR A SUBSIDIARY OF FNF) IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND WILL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS ARTICLE IV.

ARTICLE V
FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Article, the Party whose performance is prevented shall give written notice to the other Party, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

ARTICLE VI
NOTICES AND DEMANDS

6.1 Notices. Except as otherwise provided under this Agreement (including Schedule 1.1(a)), all notices, demands or requests which may be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next business day if sent by overnight courier, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail return receipt requested, and addressed as set forth below:

If to RECEIVING PARTY, to:

Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to PROVIDING PARTY, to:

Certegy Inc. / Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to Section 6.1 and this Section 6.2.

ARTICLE VII
REMEDIES

7.1 Remedies Upon Material Breach. In the event of material breach of any provision of this Agreement by a Party, the non-defaulting Party shall give the defaulting Party written notice, and:

(a) If such breach is for RECEIVING PARTY's non-payment of an amount that is not in dispute, the defaulting Party shall cure the breach within thirty (30) calendar days of such notice. If the defaulting Party does not cure such breach by such date, then the defaulting Party shall pay the non-defaulting Party the undisputed amount, any interest that has accrued hereunder through the expiration of the cure period plus an additional amount of interest equal to four percent (4%) per annum above the "prime rate" as announced in the most recent edition of the Wall Street Journal. The Parties agree that this rate of interest constitutes reasonable liquidated damages and not an unenforceable penalty.

(b) If such breach is for any other material failure to perform in accordance with this Agreement, the defaulting Party shall cure such breach within thirty (30) calendar days of the date of such notice. If the defaulting Party does not cure such breach within such period,

---

then the defaulting Party shall pay the non-defaulting Party all of the non-defaulting Party's actual damages, subject to Article IV above.

7.2 Survival Upon Expiration or Termination. The provisions of Section 1.4 (Dispute Resolution), Section 2.4 (Return of Materials), Article IV (Limitation of Liability), Article VI (Notices and Demands), this Section 7.2, Article VIII (Confidentiality), Article X (Indemnification) and Article XI (Miscellaneous) shall survive the termination or expiration of this Agreement unless otherwise agreed to in writing by both Parties.

ARTICLE VIII
CONFIDENTIALITY

8.1 Confidential Information. Each Party shall use at least the same standard of care in the protection of Confidential Information of the other Party as it uses to protect its own confidential or proprietary information; provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" includes all confidential or proprietary information and documentation of either Party, including the terms of this Agreement, including with respect to each Party, all of its software, data, financial information all reports, exhibits and other documentation prepared by any of its Subsidiaries or affiliates. Each Party shall use the Confidential Information of the other Party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purpose. Each Party shall advise its respective employees, subcontractors, and agents of such Party's obligations under this Agreement. The obligations in this Section 8.1 will not restrict disclosure by a Party pursuant to applicable law, or by order or request of any court or government agency; provided, that prior to such disclosure the Party making such disclosure shall (a) immediately give notice to the other Party, (b) cooperate with the other Party in challenging the right to such access and (c) only provide such information as is required by law, court order or a final, non-appealable ruling of a court of proper jurisdiction. Confidential Information of a Party will not be afforded the protection of this Article VIII if such Confidential Information was (A) developed by the other Party independently as shown by its written business records regularly kept, (B) rightfully obtained by the other Party without restriction from a third party, (C) publicly available other than through the fault or negligence of the other Party or (D) released by the Party that owns or otherwise possesses the rights to the Confidential Information without restriction to anyone.

8.2 Work Product Privilege. RECEIVING PARTY represents and PROVIDING PARTY acknowledges that, in the course of providing Corporate Services pursuant to this Agreement, PROVIDING PARTY may have access to (a) documents, data, databases or communications that are subject to attorney client privilege and/or (b) privileged work product prepared by or on behalf of the affiliates of RECEIVING PARTY in anticipation of litigation with third parties (collectively, the "Privileged Work Product") and RECEIVING PARTY represents and PROVIDING PARTY understands that all Privileged Work Product is protected from disclosure by Rule 26 of the Federal Rules of Civil Procedure and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. RECEIVING PARTY represents and PROVIDING PARTY understands the importance of maintaining the strict confidentiality of the Privileged Work Product to protect the attorney client privilege, work

product doctrine and other privileges and rights associated with such Privileged Work Product pursuant to such Rule 26 and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. After PROVIDING PARTY is notified or otherwise becomes aware that documents, data, database, or communications are Privileged Work Product, only PROVIDING PARTY personnel for whom such access is necessary for the purposes of providing Services to RECEIVING PARTY as provided in this Agreement shall have access to such Privileged Work Product. Should PROVIDING PARTY ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, PROVIDING PARTY shall (A) immediately give notice to RECEIVING PARTY, (B) cooperate with RECEIVING PARTY in challenging the right to such access and (C) only provide such information as is required by a final, non-appealable ruling of a court of proper jurisdiction. RECEIVING PARTY shall pay all of the cost incurred by PROVIDING PARTY in complying with the immediately preceding sentence. RECEIVING PARTY has the right and duty to represent PROVIDING PARTY in such resistance or to select and compensate counsel to so represent PROVIDING PARTY or to reimburse PROVIDING PARTY for reasonable attorneys' fees and expenses as such fees and expenses are incurred in resisting such access. If PROVIDING PARTY is ultimately required, pursuant to an order of a court of competent jurisdiction, to produce documents, disclose data, or otherwise act in contravention of the confidentiality obligations imposed in this Article VIII, or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, PROVIDING PARTY is not liable for breach of such obligation to the extent such liability does not result from failure of PROVIDING PARTY to abide by the terms of this Article VIII. All Privileged Work Product is the property of RECEIVING PARTY and will be deemed Confidential Information, except as specifically authorized in this Agreement or as shall be required by law.

8.3 Unauthorized Acts. Each Party shall (a) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any person which shall become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "Unauthorized Access"), (b) promptly furnish to the other Party full details of the Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights, and (d) use commercially reasonable efforts to prevent a reoccurrence of any such Unauthorized Access.

8.4 Publicity. Except as required by law or national stock exchange rule or as allowed by any Ancillary Agreement, neither Party shall issue any press release, distribute any advertising, or make any public announcement or disclosure (a) identifying the other Party by name, trademark or otherwise or (b) concerning this Agreement without the other Party's prior written consent. Notwithstanding the foregoing sentence, in the event either Party is required to issue a press release relating to this Agreement or any of the transactions contemplated by this Agreement, or by the laws or regulations of any governmental authority, agency or self-regulatory agency, such Party shall (A) give notice and a copy of the proposed press release to the other Party as far in advance as reasonably possible, but in any event not less than five (5) days prior to publication of such press release and (B) make any changes to such press release reasonably requested by the other Party. In addition, RECEIVING PARTY may communicate

the existence of the business relationship contemplated by the terms of this Agreement internally within PROVIDING PARTY's organization and orally and in writing communicate PROVIDING PARTY's identity as a reference with potential and existing customers.

8.5 Data Privacy. (a) Where, in connection with this Agreement, PROVIDING PARTY processes or stores information about a living individual that is held in automatically processable form (for example in a computerized database) or in a structured manual filing system ("Personal Data"), on behalf of any Subsidiaries of RECEIVING PARTY (or FNF or its Subsidiaries) or their clients, then PROVIDING PARTY shall implement appropriate measures to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and shall use such data solely for purposes of carrying out its obligations under this Agreement.

(b) RECEIVING PARTY may instruct PROVIDING PARTY, where PROVIDING PARTY processes Personal Data on behalf of Subsidiaries of RECEIVING PARTY (or FNF or its Subsidiaries), to take such steps to preserve data privacy in the processing of those Personal Data as are reasonably necessary for the performance of this Agreement.

(c) Subsidiaries of RECEIVING PARTY (or FNF or its Subsidiaries) may, in connection with this Agreement, collect Personal Data in relation to PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers involved in providing Corporate Services hereunder. Such Personal Data may be collected from PROVIDING PARTY, its employees, its directors, its officers, or from other (for example, published) sources; and some limited personal data may be collected indirectly at RECEIVING PARTY's, or Subsidiaries of RECEIVING PARTY's (or FNF's or its Subsidiaries'), locations from monitoring devices or by other means (e.g., telephone logs, closed circuit TV and door entry systems). Nothing in this Section 8.5(c) obligates PROVIDING PARTY or PROVIDING PARTY's employees, directors or other officers to provide Personal Data requested by RECEIVING PARTY. The Subsidiaries of RECEIVING PARTY (or FNF or its Subsidiaries, as applicable) may use and disclose any such data disclosed by PROVIDING PARTY solely for purposes connected with this Agreement and for the relevant purposes specified in the data privacy policy of the Subsidiary of RECEIVING PARTY (or of FNF or one of its Subsidiaries, as applicable), a copy of which is available on request. RECEIVING PARTY will maintain the same level of protection for Personal Data collected from PROVIDING PARTY (and PROVIDING PARTY's employees, directors and officers, as appropriate) as RECEIVING PARTY maintains with its own Personal Data, and will implement appropriate administrative, physical and technical measures to protect the personal data collected from PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access.

ARTICLE IX
REPRESENTATIONS, WARRANTIES AND COVENANTS

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY MADE IN THIS AGREEMENT, PROVIDING PARTY HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS, STATUTORY OR OTHERWISE, OF ANY NATURE,

---

INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS OBTAINED OF THE CONTINUING BUSINESS. ALL OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS, EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS OBTAINED OF THE CONTINUING BUSINESS ARE HEREBY DISCLAIMED BY PROVIDING PARTY.

ARTICLE X
INDEMNIFICATION

10.1 Indemnification.

(a) Subject to Article IV, RECEIVING PARTY will indemnify, defend and hold harmless PROVIDING PARTY, each Subsidiary of PROVIDING PARTY, each of their respective past and present directors, officers, employees, agents, consultants, advisors, accountants and attorneys ("Representatives"), and each of their respective successors and assigns (collectively, the "PROVIDING PARTY Indemnified Parties") from and against any and all Damages (as defined below) incurred or suffered by the PROVIDING PARTY Indemnified Parties arising or resulting from the provision of Corporate Services hereunder, which Damages shall be reduced to the extent of:

(i) Damages caused or contributed to by PROVIDING PARTY's negligence, willful misconduct or violation or law; or

(ii) Damages caused or contributed to by a breach of this Agreement by PROVIDING PARTY.

"Damages" means, subject to Article IV hereof, all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), costs, liens, forfeitures, settlements, fees or expenses (including reasonable attorneys' fees and expenses and any other expenses reasonably incurred in connection with investigating, prosecuting or defending a claim or Action).

(b) Except as set forth in this Section 10.1(b), PROVIDING PARTY will have no liability to RECEIVING PARTY for or in connection with any of the Corporate Services rendered hereunder or for any actions or omissions of PROVIDING PARTY in connection with the provision of any Corporate Services hereunder. Subject to the provisions hereof and subject to Article IV, PROVIDING PARTY will indemnify, defend and hold harmless RECEIVING PARTY, each Subsidiary of RECEIVING PARTY, FNF, each Subsidiary of FNF (other than FIS and its Subsidiaries), each of their respective past and present Representatives, and each of their respective successors and assigns (collectively, the "RECEIVING PARTY Indemnified Parties") from and against any and all Damages incurred or suffered by the RECEIVING PARTY Indemnified Parties arising or resulting from either of the following:

(i) any claim that PROVIDING PARTY's use of the software or other intellectual property used to provide the Corporate Services or Transition Assistance, or any results and proceeds of such Corporate Services or Transition Assistance, infringes, misappropriates or otherwise violates any United States patent, copyright, trademark, trade secret or other intellectual property rights; provided, that such intellectual property indemnity shall not apply to the extent that any such claim arises out of any modification to such software or other intellectual property made by RECEIVING PARTY without PROVIDING PARTY's authorization or participation, or

(ii) PROVIDING PARTY's gross negligence, willful misconduct, improper use or disclosure of customer information or violations of law;

provided, that in each of the cases described in subclauses (i) through (ii) above, the amount of Damages incurred or sustained by RECEIVING PARTY shall be reduced to the extent such Damages shall have been caused or contributed to by any action or omission of RECEIVING PARTY in amounts equal to

RECEIVING PARTY's equitable share of such Damages determined in accordance with its relative culpability for such Damages or the relative fault of RECEIVING PARTY or its Subsidiaries.

10.2 Indemnification Procedures.

(a) Claim Notice. A Party that seeks indemnity under this Article X (an "Indemnified Party") will give written notice (a "Claim Notice") to the Party from whom indemnification is sought (an "Indemnifying Party"), whether the Damages sought arise from matters solely between the Parties or from Third Party Claims. The Claim Notice must contain (i) a description and, if known, estimated amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of facts then known by the Indemnified Party, and (iii) a demand for payment of those Damages. No delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure.

(b) Response to Notice of Claim. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will either: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount and, in which case, the Indemnifying Party will pay the Claimed Amount in accordance with a payment and distribution method reasonably acceptable to the Indemnified Party; or (ii) dispute that the Indemnified Party is entitled to receive all or any portion of the Claimed Amount, in which case, the Parties will resort to the dispute resolution procedures set forth in Section 1.4.

(c) Contested Claims. In the event that the Indemnifying Party disputes the Claimed Amount, as soon as practicable but in no event later than ten (10) days after the receipt of the notice referenced in Section 10.2(b)(ii) hereof, the Parties will begin the process to resolve the matter in accordance with the dispute resolution provisions of Section 1.4 hereof. Upon

ultimate resolution thereof, the Parties will take such actions as are reasonably necessary to comply with such agreement or instructions.

(d) Third Party Claims.

(i) In the event that the Indemnified Party receives notice or otherwise learns of the assertion by a person or entity who is not a Party hereto or a Subsidiary of a Party hereto (or, in the case of RECEIVING PARTY, FNF or one of its Subsidiaries) of any claim or the commencement of any action (a "Third-Party Claim") with respect to which the Indemnifying Party may be obligated to provide indemnification under this Article X, the Indemnified Party will give written notification to the Indemnifying Party of the Third-Party Claim. Such notification will be given within fifteen (15) days after receipt by the Indemnified Party of notice of such Third-Party Claim, will be accompanied by reasonable supporting documentation submitted by such third party (to the extent then in the possession of the Indemnified Party) and will describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Third-Party Claim and the amount of the claimed Damages; provided, however, that no delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. During any period in which the Indemnifying Party has not so assumed control of such defense, the Indemnified Party will control such defense.

(ii) The Party not controlling such defense (the "Non-controlling Party") may participate therein at its own expense.

(iii) The Party controlling such defense (the "Controlling Party") will keep the Non-controlling Party reasonably advised of the status of such Third-Party Claim and the defense thereof and will consider in good faith recommendations made by the Non-controlling Party with respect thereto. The Non-controlling Party will furnish the Controlling Party with such Information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such Party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist the Controlling Party in the defense of such Third-Party Claim.

(iv) The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed; provided, however, that the consent of the Indemnified Party will not be required if (A) the Indemnifying Party agrees in writing to pay any

amounts payable pursuant to such settlement or judgment, and (B) such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further Liability. The Indemnified Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

ARTICLE XI
MISCELLANEOUS

11.1 Relationship of the Parties. The Parties declare and agree that each Party is engaged in a business that is independent from that of the other Party and each Party shall perform its obligations as an independent contractor. It is expressly understood and agreed that RECEIVING PARTY and PROVIDING PARTY are not partners, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to the Corporate Services. Neither Party is an agent of the other and neither Party has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.

11.2 Employees. (a) PROVIDING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. PROVIDING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

(b) RECEIVING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. RECEIVING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons. FNF shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. FNF shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons. Without limiting the foregoing, RECEIVING PARTY acknowledges and agrees that, as between the Parties, RECEIVING PARTY shall be obligated to cause FNF to abide by the terms of this Section 11.2(b) and shall be liable for any failure by FNF to comply with therewith.

11.3 Assignment. Neither Party may, in connection with a sale of an asset to which one or more of the Corporate Services relate, assign, transfer or convey any right, obligation or duty, in whole or in part, or of any other interest under this Agreement relating to such Corporate Services without the prior written consent of the other Party, provided, however, that the Parties hereby agree and acknowledge that in the event of a Sale of FIS (as defined in Section 2.1), FIS may assign its interest in this Agreement without the prior written consent of FNT. All obligations and duties of a Party under this Agreement shall be binding on all successors in

interest and permitted assigns of such Party. Each Party may use its Subsidiaries (and in the case of RECEIVING PARTY, may use FNF or its Subsidiaries) or subcontractors to perform the Corporate Services; provided that such use shall not relieve such assigning Party of liability for its responsibilities and obligations.

11.4 Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

11.5 Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and their affiliates and not for any other person. However, should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State's laws and principles regarding the conflict of laws. Subject to Section 1.4, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

11.7 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

11.8 Construction. The headings and numbering of articles, sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions.

11.9 Entire Agreement. This Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior RCSA Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior RCSA Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

11.10 Amendments and Waivers. The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this

Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

11.11 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

11.12 Taxes. All charges and fees to be paid to PROVIDING PARTY under this Agreement are exclusive of any applicable taxes required by law to be collected from RECEIVING PARTY (including, without limitation, withholding, sales, use, excise, or services tax, which may be assessed on the provision of Corporate Services). In the event that a withholding, sales, use, excise, or services tax is assessed on the provision of any of the Corporate

Services under this Agreement, RECEIVING PARTY will pay directly, reimburse or indemnify PROVIDING PARTY for such tax, plus any applicable interest and penalties. The Parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

11.13 Changes in Law. PROVIDING PARTY's obligations to provide Corporate Services hereunder are to provide such Corporate Services in accordance with applicable laws as in effect on the date of this Agreement. Each Party reserves the right to take all actions in order to ensure that the Corporate Services and Transition Assistance are provided in accordance with any applicable laws.

11.14 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the Parties, acting through their authorized officers, have caused this Agreement to be duly executed and delivered as of the date first above written.

PROVIDING PARTY:

Certegy Inc.
(to be known as Fidelity National Information Services, Inc,)

By /s/ Lee A. Kennedy
Lee A. Kennedy
Chairman and Chief Executive Officer

RECEIVING PARTY:

Fidelity National Title Group, Inc.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

DEFINITIONS AND FORMULAS

FOR PURPOSES OF CALCULATING COST ALLOCATION

For purposes of this Agreement and the Reverse Corporate Service Schedules:

"Direct Employee Compensation" of an employee means the aggregate of such employee's salary, overtime, cash bonus and commission compensation, payroll taxes attributable thereto, group insurance charges and benefits paid by the employer on behalf of or for the benefit of the employee, contributions to any 401k programs or accounts on behalf of or for the benefit of the employee, together with the employee's pro rata portion of the benefits administration expenses (including expenses for prizes or awards allocable to the employee) incurred by the employer.

"Full Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with Servicing Employees, means any and all costs incurred by or allocated to that department/cost center other than Direct Employee Compensation of the employees in the department/cost center. Full Departmental Costs include office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, telecommunications and IT equipment, insurance costs, depreciation, amortization, real property and personal property taxes, advertising and promotional expenses (if any), postage, courier and shipping expenses, printing, reproduction, stationary, and office supplies, travel and entertainment expenses, educational, training and recruiting expenses, professional dues and subscriptions, fees, general costs and expenses incurred in connection with the Services that are included in administrative overhead, and the other similar costs that are generally characterized as "overhead"', in each case as allocated to the department/cost center in accordance with PROVIDING PARTY's current overhead cost allocation policy.

"Limited Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with Transferred Employees, means any and all costs incurred by or allocated to that department/cost center that are directly related to the physical location of the Transferred Employee within an PROVIDING PARTY department/cost center. Limited Departmental Costs include telecommunications and IT equipment, office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, data processing charges and expenses, rental expenses and charges paid to Fidelity Asset Management, Inc. for use of certain office assets and equipment, all as shown on the accounting cost center reports, it being understood that in no event shall any costs be allocated to, or paid by, RECEIVING PARTY hereunder with respect any Transferred Employee to the extent that an equivalent amount of the same cost item is otherwise being allocated to and paid by RECEIVING PARTY with respect to such Transferred Employee.

"Servicing Employee" means an employee of PROVIDING PARTY or its Subsidiaries who provides services to RECEIVING PARTY and its Subsidiaries under this Agreement.

“Transferred Employee” means an employee of RECEIVING PARTY or its Subsidiaries who is not a Servicing Employee of PROVIDING PARTY, but who is physically located within a PROVIDING PARTY department/cost center, such as persons who are former PROVIDING

PARTY employees who have been transferred or migrated to RECEIVING PARTY but whose office is still housed with their former department/cost center.

“Standard Allocation”, for purposes of the Services provided under this Agreement and the Schedules hereto, including the Cost Allocation section of the Schedules, shall be calculated as follows:

1. Out of Pocket Costs: Direct Charges. Out of Pocket Costs incurred by or on behalf of RECEIVING PARTY or its Subsidiary(s) are charged directly to it and are not part of the Services under this Agreement or the payments to be made therefor.

2. Direct Employee Compensation: Allocation Based on Work Time Percentage. The Direct Employee Compensation of each PROVIDING PARTY Servicing Employee shall be allocated to RECEIVING PARTY based on the percentage of work time that such Servicing Employee spends in providing the applicable Services to RECEIVING PARTY and its Subsidiaries. Allocations as of the Effective Date will be those reflected in the data and results of October 1, 2005.

   By way of example, for a Servicing Employee of PROVIDING PARTY who has an annual salary of $50,000, a cash bonus of $20,000, and benefits of $10,000 and who spends 40% of his work time on providing Services under this Agreement, the Direct Employee Compensation allocation would be calculated as follows:

   ($50,000 + $20,000 + $10,000) x 40% = $32,000

   In this example, RECEIVING PARTY would be allocated $32,000 of Direct Employee Compensation for this Servicing Employee.

3. Full Departmental (Overhead) Costs for Servicing Employees: Allocation Based on Employee Head Count and Work Time Percentage. In addition to the Direct Employee Compensation, Full Departmental Costs of each department/cost center of PROVIDING PARTY that has Servicing Employees shall be allocated to RECEIVING PARTY based on the employee head count of the Servicing Employees and the average percentage of work time that the Servicing Employees in that department/cost center spend on providing services to RECEIVING PARTY. Under this methodology, RECEIVING PARTY is charged for a percentage of the total Full Departmental Costs that reflects the headcount number of Servicing Employees in that department/cost center, in relation to the aggregate headcount of all employees in the department/cost center, taking into account the average percentage of work time that each Servicing Employee in the department/cost center spends in providing services to RECEIVING PARTY and its Subsidiaries.

   By way of example, assume that in a PROVIDING PARTY department/cost center, there are 20 employees, 4 of whom are Servicing Employees, with 2 of

---

   those 4 Servicing Employees spending 50% of their work time providing Services to RECEIVING PARTY and its Subsidiaries, and the other 2 of those 4 Servicing Employees spending 10% of their work time providing Services to RECEIVING PARTY and its Subsidiaries. Let’s also assume that we need to allocate $100 of office supplies. The portion of the Full Departmental Costs that will be allocated to RECEIVING PARTY is determined as follows:

   First, determine the department/cost center’s Servicing Employee headcount allocable to RECEIVING PARTY:

   4 Servicing Employees ÷ 20 department/cost center employees = 20%.

   Second, use this percentage to determine the amount of the total Full Departmental Costs will be allocated to the Servicing Employees:

   20% of the $100 office supplies = $20 allocable to the Servicing Employees

   So, based solely on employee headcount, $20 of the total $100 of office supplies are allocable to the Servicing Employees, but a portion of that should be allocable to RECEIVING PARTY.

   Third, to determine that portion of the Full Departmental Costs allocable to the Servicing Employees that is allocable to providing services to RECEIVING PARTY and its Subsidiaries, we determine the average work time percentage of the Servicing Employees:

   So, if:

   2 employee spend 50% of their time on services for RECEIVING PARTY, and 2 employees spend 10% of their time on services for RECEIVING PARTY,

   then the average work time percentage for these 4 Servicing Employees is:

   (50 + 50 + 10 + 10) = 120 ÷ 4 = 30% average work time percentage

   Fourth, apply the average work time percentage of the Servicing Employees in this department/cost center to their share of the total Full Departmental Costs:

   30% (average work time percentage) of the $20 of office supplies allocable to these Servicing Employees:

30% x $20 = $6.00 allocable to providing services to RECEIVING PARTY

In this example, $6.00 of the Full Departmental Costs for the $100 of office supplies for this department/cost center will be allocated to RECEIVING PARTY.

4. Limited Departmental (Overhead) Costs for Transferred Employees: Allocation Based on Employee Head Count. Limited Departmental Costs of each department/cost center of PROVIDING PARTY that has Transferred Employees (i.e., RECEIVING PARTY employees who are not Servicing Employees of PROVIDING PARTY, but who are physically located within such department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred to RECEIVING PARTY but whose office is still housed with their former department/cost center) shall be allocated to RECEIVING PARTY based on employee head count, determined by applying a percentage reflecting the number of Transferred Employees in that department/cost center, in relation to the number of all employees in the department/cost center.

By way of example, assume that in a PROVIDING PARTY department/cost center, there are 10 employees, 2 of whom are Transferred Employees now employed by RECEIVING PARTY. The portion of the Limited Departmental Costs that will be allocated to RECEIVING PARTY as follows:

2 Transferred Employees ÷ 10 Total Department Employees = 20%.

In this example, 20% of the Limited Departmental Costs of this department/cost center will be allocated to RECEIVING PARTY.

5. Update of Servicing Employee Work Percentages and Transferred Employee Head Count: At Least Every 6 Months. Except to the extent otherwise expressly provided herein, for any given 6-month period, all Direct Employee Compensation to be allocated shall be so allocated on the basis of the applicable work time percentage determined as of the most recent work time percentage review undertaken by PROVIDING PARTY (each a "Work Time Percentage Review"). Work Time Percentage Reviews for all Servicing Employees shall be re-examined and updated by PROVIDING PARTY no less frequently than every 6 months, with the first update after the Effective Date to occur in June 2006. Direct Employee Compensation allocations applicable on the Effective Date and continuing until the completion of the June 2006 Work Time Percentage Review shall be based on the Work Time Percentage Review undertaken for the calendar month October 2005. Full Departmental Costs and Limited Departmental Costs will be allocated based on the head count (and, if applicable, the work time percentage) determined as of the most recent Work Time Percentage Review. Without limiting the foregoing, changes in work time percentages based on an updated Work Time Percentage Review shall be reviewed and approved by a full-time FIS employee.

6. Terminated or Discontinued Services. If at any time during the Term of this Agreement RECEIVING PARTY terminates or discontinues all or any portion of a Corporate Service prior to the end of the Term or if any Corporate Service (or

portion thereof) automatically terminates, pursuant to Section 2.2(b) (hereinafter referred to as a "Discontinued Service"), then effective as of the last day of the calendar month in which such termination or discontinuation is effective, Corporate Services Fees related to the Discontinued Service shall no longer be owing under this Agreement.

AMENDED AND RESTATED STARTERS REPOSITORY ACCESS AGREEMENT

This Amended and Restated Starters Repository Access Agreement (this "Agreement"), effective as of February 1, 2006 (the "Effective Date"), between **Fidelity National Title Group, Inc.**, a Delaware corporation ("FNT"), for itself on behalf of its direct and indirect subsidiaries; and **Fidelity National Information Services, Inc.**, a Delaware corporation that, after the effectiveness of the Merger hereinafter defined, will be merged with and into C Co Merger Sub, LLC ("Merger Co"), which will thereafter be known as "**Fidelity National Information Services, LLC**" ("FNI Co"), on behalf of those of its direct and indirect subsidiaries as are listed on Exhibit A hereto (including any amended Exhibit A) (each a "Customer" and collectively, the "Customers"). FNT and FNI Co shall hereinafter be referred to as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Customers wish to have access to certain records and/or data (the "Starters" as defined below) owned by FNT or its subsidiaries; and

WHEREAS, FNT is willing to provide such access, subject to the terms and conditions set forth herein; and

WHEREAS, FNI Co previously entered into an FNF Starters Repository Agreement dated March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF"), as the parent company of FNT and its subsidiaries, for access to the Starters by the Customers; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FNI Co, all of FNF's rights and obligations under the FNF Agreement, and FNI Co and FNT entered into a novation of the rights and obligations under the FNF Agreement so that FNT would assume FNF's obligations with respect to providing Customers with access to the Starters, such novation being set forth in a Starters Repository Access Agreement dated as of September 27, 2005 (the "Prior SRA Agreement") between FNI Co and FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), Merger Co, and FNI Co, including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co as the surviving entity, the Parties wish to amend and restate the Prior SRA Agreement in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

---

1. CERTAIN DEFINITIONS.

"Customer" means Property Insight, LLC, a California limited liability company ("PI"), and each user identified on Exhibit A so long as such user is a direct or indirect subsidiary of FNI Co; it being understood that, upon 30 days' prior written notice, FNI Co may from time to time amend Exhibit A to add one or more of its other direct or indirect subsidiaries of FNI Co and such added subsidiary shall become a "Customer" hereunder effective as of the 30th day after such prior notice is delivered to FNT.

"Issuing Agency Agreement" is an agreement pursuant to which an entity is designated as a title agent, authorized to write title business for a principal.

"L&Vs" consist of that portion of a Starter record related to the legal description of the real property and vesting information of the owners thereof.

"L&V Retrieval" means any instance where an L&V is selected by a Customer for viewing or data retrieval in connection with a particular Starter record. A fee is incurred, as set forth below, upon each Successful Retrieval.

"Starters" consist of electronic copies of previously issued title products, which may include policies, commitments, preliminary reports, guarantees and binders as well as some electronic data elements of the information contained in such electronic copies.

A "Starter Retrieval" means any instance when a Starter is selected by a Customer for viewing or data retrieval, which may include an image of the applicable previously issued title products or any electronic data elements from such products. A fee is incurred, as set forth below, upon each Successful Retrieval.

The "Starter Repository" is a database of certain Starters selected by FNT for inclusion.

A "Successful Retrieval" means: (1) in connection with a L&V Retrieval, the return of data containing a legal description and vesting in a format generally recognized in the geographic area where the property is located; (2) in connection with a Starter Retrieval, the return of a product image and/or data in a form and containing those elements generally contained on such product in the geographic area where the property is located.

2. ACCESS.

(a) Access. FNT hereby grants to each Customer non-exclusive access to the Starter Repository, subject to the provisions hereof. Customers may, with technical information from FNT available on request, create proprietary means of technical access to the Starter Repository (an "Access Program"), subject however to compliance with any security protocols or technology that FNT may reasonably specify. Using such Access Program, Customers may access the Starter Repository, provided, however, that FNT shall have no duty to pay for, support, or update any such Access Program. In addition, FNT may from time to time modify, update or otherwise revise the Starter Repository database structure or other means of accessing the Starter Repository, provided that in the event of any of such modification, update or revision, FNT shall provide FNI Co with reasonably detailed access specifications so that FNI Co can create and/or

modify its Access Program, if any. FNT may restrict, or may be restricted from allowing, a Customer from using certain records and materials in the Starter Repository. It is understood and agreed that, during the first year of this Agreement, FNT shall provide access availability to the Starter Repository in a nature and quality reasonably comparable to the access availability provided by FNT during the year immediately prior to the execution of this Agreement.

(b) Format. The data and materials included in the Starter Repository are maintained in one or more formats or media determined from time to time by FNT and FNT reserves the right to modify any such format or medium from time to time, subject to the notification provisions contained in Section 2(d).

(c) Security. In connection with a Customer's access to the Starter Repository provided hereunder, FNT may establish identification codes and password security. In such event, a Customer shall be responsible for choosing one or more secure passwords and for keeping all passwords secret. In the event that a Customer becomes aware of a security breach or unauthorized access to the Starter Repository, such Customer agrees to contact FNT immediately upon discovering such a breach. Such Customer is responsible for the results of any unauthorized access caused by such Customer or resulting from such Customer's failure to maintain appropriate security. In addition, in the event of any such unauthorized access or security breach by such Customer, the Customer shall be liable for all costs by FNT incurred as a result thereof, until notice of such a security breach is given to FNT, unless the Customer can demonstrate that it took commercially reasonable precautions to secure and safe-keep its access to the Starter Repository. FNT reserves the right to check the security of Customer passwords, if password security is implemented. In such event, if a Customer password is found to be unsecured, FNT shall immediately notify Customer and work with Customer to implement an appropriate security password. Each Customer agrees to not (i) attempt to bypass any security mechanisms in place on any FNT system hosting the Starter Repository, or (ii) use any FNT system or service to attempt to bypass any security mechanisms in place on any other FNT system, including, but not limited to, running any password cracking software, or attempting to access a system that such Customer knows or reasonably should know it is not authorized to access in the manner or to the extent attempted.

(d) Systems Changes. It is anticipated that FNT may, during the term of this Agreement, but without obligation to do so, make certain systems enhancements in the methods of input, storage or retrieval or make other changes to the Starter Repository or its databases. It is agreed by each Customer that FNT will have the right to make enhancements, changes or additions which require the Customer's use of new methods for access or changes to the Access Program. FNT agrees to provide advance written notice of any such enhancements, changes or additions to Customer with as much lead time as possible, but in no event less than sixty (60) days. FNT will make available any such enhancements, changes or additions to Customer without additional cost.

3. FEES AND PAYMENT

(a) Fees. FNI Co will pay FNT a fee in the amounts set forth on Exhibit B for each Successful Retrieval in connection with a Starter Retrieval and L&V Retrieval by the Customers (the "Starter Retrieval Fee" and the "L&V Retrieval Fee", respectively, and collectively, the

"Access Fees"). The Access Fees do not include taxes. FNI Co will pay, or reimburse, FNT for payment of, any applicable sales, use, personal property or similar taxes and any government charges based on transactions hereunder, exclusive of corporate income or franchise taxes based on FNT's net income. FNT may increase the Access Fees for each Starter Retrieval and L&V Retrieval annually, effective on the anniversary date of this Agreement, by an amount equal to the percentage amount indicated by the annual change in the Consumer Price Index for urban wage earners and clerical workers for the national average as compiled by the U.S. Department of Labor, Bureau of Labor Statistics ("Index") for the twelve (12) month period most immediately preceding the adjustment date for which such data has been compiled and (subject to compliance with the amendment provisions set forth in Section 12(g), if applicable) Exhibit B shall be deemed to have been amended as a result of each such increase.

(b) Payment. FNI Co shall provide to FNT, (1) on the fifteenth (15th) day of each month during the term of this Agreement, an accurate count of the number of Starter Retrievals and L&V Retrievals made by each Customer during the previous month and (2) within thirty (30) days of providing such count, payment in full for such Starter Retrievals and L&V Retrievals contained in the Customer count based on the Access Fees. FNI Co agrees that it shall be responsible for payment to FNT for the number of Starter Retrievals and L&V Retrievals made by each Customer. FNT shall not be responsible for notifying any Customer about unusual patterns in the frequency or duration of such access. FNT shall have the right to receive from each Customer more detailed information regarding the number of Starter Retrievals and L&V Retrievals in the event that FNT has reason to believe that the information or number of Starter Retrievals and L&V Retrievals for a particular period is inaccurate. FNI Co will be in breach of this Agreement whenever FNI Co fails to pay in full any undisputed sum on behalf of any Customer due to FNT for a period of thirty (30) days after FNT provides written notice of nonpayment to FNI Co. To cure that breach, the sum then due, plus a late payment fee equal to ten percent (10%) of the sum then due (or the maximum rate or amount allowed by applicable law if less), must be paid by FNI Co to FNT.

(c) Audit. FNT shall have the right to audit the records of each Customer, at the expense of FNT, to verify the correctness of the information provided on behalf of each Customer regarding the number of Starter Retrievals and L&V Retrievals and the sums being paid to FNT on behalf of each Customer for such Starter Retrievals and L&V Retrievals. These audits shall be conducted during normal business hours so as not to unreasonably interfere with the normal business operations of such Customer. If the audit discloses that such FNI Co under-reported fees to FNT, FNI Co shall pay promptly such under-reported amount, together with interest at the rate of ten percent (10%) (or the maximum rate or amount allowed by applicable law if less). In addition, if such under-reported amount is in excess of five percent (5%) of the reported amount for the period covered by the audit, then FNI Co shall promptly reimburse FNT for its reasonable audit expenses.

4. TERM AND TERMINATION

(a) Term. Unless sooner terminated in accordance with the provisions hereof, this Agreement shall continue in effect. The obligations under this Agreement may be terminated by any of the following means:

(i) at any time by mutual agreement of the Parties, in which event the obligations under this Agreement shall terminate as of the date specified by the Parties;

(ii) at any time by FNT, if FNI Co or the Customers breach any material warranty or fails to perform any material obligation hereunder, and such breach is not remedied within 30 days after written notice thereof to FNI Co, in which event the obligations under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or default is of a nature that it cannot reasonably be cured within a 30-day period and FNI Co is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default;

(iii) at any time by FNI Co, if FNT breaches any material warranty or fails to perform any material obligation owing hereunder, and such breach is not remedied within 30 days after written notice thereof to FNT, in which event the obligations under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or default is of a nature that it cannot reasonably be cured within a 30-day period and FNT is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default;

(iv) at any time by FNT, if FNI Co shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (2) make a general assignment for the benefit of its creditors, (3) commence a voluntary case under the federal Bankruptcy Code, (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (6) take any company action for the purpose of effecting any of the foregoing, in which event the obligations under this Agreement shall terminate immediately;

(v) at any time by FNI Co, if FNT shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (2) make a general assignment for

the benefit of its creditors, (3) commence a voluntary case under the federal Bankruptcy Code, (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (6) take any company action for the purpose of effecting any of the foregoing, in which event the obligations under this Agreement shall terminate immediately;

(vi) by FNT, upon 5 years' prior written notice to FNI Co, which notice may not be delivered prior to the 5th anniversary of the Effective Date;

(vii) by FNI Co, upon 5 years' prior written notice to FNT, which notice may not be delivered prior to the 5th anniversary of the Effective Date;

(viii) at any time by FNT if there has been a change in control of FNI Co; it being understood, that for purposes of this provision, "change of control" means a reorganization, merger, share (or LLC ownership interest) exchange or consolidation, or sale or other disposition of more than 50% of the ownership interests in, or all or substantially all of the assets or business of, FNI Co or Certegy (which, after the Merger, will be known as "Fidelity National Information Services, Inc."), other than a transaction in which no person or entity will acquire, directly or indirectly, (A) beneficial ownership of 50% or more of the ownership interests of FNI Co or Certegy or (B) the power to elect a majority of the directors of FNI Co or Certegy (as the case may be), provided, however, that "change of control" shall not include any transaction occurring as part of or in connection with the Merger or other transactions expressly contemplated by the Certegy Merger Agreement; or

(ix) upon 6 months prior written notice by FNT to FNI Co if there has been a change in control of FNT; it being understood, that for purposes of this provision, "change of control" means a reorganization, merger, share exchange or consolidation, or sale or other disposition of more than 50% of the voting capital stock in, or all or substantially all of the assets or business of, FNT, other than a transaction in which no person or entity will acquire, directly or indirectly, (A) beneficial ownership of 50% or more of the voting capital stock of FNT or (B) the power to elect a majority of the directors of FNT.

(b) Termination. Notwithstanding the above termination, in the event of termination pursuant to subparagraphs (iii), (vi), (viii) or (ix), Customers shall continue to receive access to the Starter Repository until such time as they have found a reasonably acceptable alternative to obtain the same or substantially similar benefit, but in no event longer than ninety (90) days after the initial occurrence of an uncured breach, it being understood that during such period (i) FNI

Co shall continue to pay for such access in accordance with Section 3, and (ii) FNI Co will attempt to obtain an alternative means as quickly as reasonably possible.

5. OWNERSHIP AND USE

(a) Ownership. All data, information, images and other materials contained in the Starter Repository and all programs, databases, specifications, manuals and documentation relating thereto (including without limitation, compression, storage, and retrieval techniques and formats and any enhancements made thereto) are and shall remain the property of FNT or its providers. FNI Co agrees to treat and agrees to cause each Customer to treat all

proprietary information of FNT as confidential and agrees to make it available solely to itself, the Customers, their employees or authorized representatives who have a need to know. Each Party further agrees not to make copies of the other Party's confidential information or the confidential information of Customers, and not to obscure or remove any notice of proprietary rights or confidentiality thereon. Upon termination of this Agreement, each Party shall return all confidential information of the other Party, and in the case of FNT, the confidential information of Customers, provided to it pursuant hereto.

FNT warrants that it is the owner of, or has full right to provide access to each Customer to, all of the records and data contained in the Starter Repository and all programs, databases, specifications, manuals and documentation relating thereto (including without limitation, compression, storage, and retrieval techniques and formats and any enhancements made thereto) on the terms herein.

(b) Customer Use. Records and data in the Starter Repository made available to any Customer under this Agreement are to be used by such Customer solely in accordance with the terms hereof.

(c) Use of Information. Except for PI, each Customer shall use records and data in the Starter Repository only for the purpose of issuing title insurance and other products in its ordinary course of business. Each Customer (including PI) shall make no further distribution, by sale, lease or otherwise, of any access to records and data in the Starter Repository, nor enable any third party to access or to make use of any such records or data in the Starter Repository provided to, or accessible by, Customer under this Agreement except in accordance with Customer's ordinary course of business. For the avoidance of doubt, PI, from time to time and as part of its ordinary course of business (a) distributes, sells, and leases individual Starters in connection with individual real estate search transactions, but does not and will not distribute, sell or lease Starters in bulk to third parties, and (b) provides access to and makes use of the records and data in the Starter Repository for third parties as part of its Titlepoint service framework. FNT shall make no distribution, by sale, lease or otherwise, of Customer confidential information, if any, nor enable any third party to access or to make use of any such Customer confidential information provided to, or accessible by, FNT under this Agreement.

(d) Nonexclusive Use. The Parties recognize that FNT shall continue to use the Starters and L&Vs in the usual and ordinary course of business and may furnish access to Starters and L&Vs, including the same Starters and L&Vs, to other customers.

(e) Advertisement of Use or Ownership. During the term of this Agreement, none of the Customers shall publicize that such Customer owns, possesses or controls any Starters or L&Vs or has any interest therein except such rights as are specifically granted to Customer by this Agreement.

(f) Due Care. Each Customer agrees to exercise due care in accessing the Starter Repository hereunder so as to prevent the alteration or destruction of records or data therein. Each Customer agrees that it shall be liable to FNT (or, if applicable, its providers) for loss or damage related to such alteration or destruction arising out of (i) a failure to exercise due care or (ii) an intentional, dishonest or fraudulent act of an employee of Customer.

(g) Remedy. In the event that a Customer makes any unauthorized copy or copies of records or data in the Starter Repository, or FNT ceases to provide access to the Starter Repository or the records and data in the Starter Repository in accordance with this Agreement, the Parties acknowledge and agree that: (A) remedies at law will not adequately compensate FNT or FNI Co, as the case may be; (B) FNT or FNI Co, as the case may be, may suffer irreparable harm; and (C) FNT or FNI Co, as the case may be, shall be entitled, not only to its damages, but also to seek injunctive relief, without the necessity of posting bond.

6. WARRANTY EXCLUSION; DISCLAIMERS; LIMITATION OF LIABILITY

THE INPUT AND RETRIEVAL OF THE INFORMATION CONTAINED IN ANY FNT COMPUTER SYSTEM IS SUBJECT TO THE RISKS OF TEMPORARY INTERRUPTION BY REASON OF EQUIPMENT OR COMMUNICATIONS FAILURE ARISING OUT OF NUMEROUS CAUSES NOT WHOLLY WITHIN THE CONTROL OF FNT; FNT IS NOT A GUARANTOR OF AND DOES NOT WARRANT UNINTERRUPTED ACCESS TO THE STARTERS, THE L&VS, THE STARTER REPOSITORY, THEIR CONTINUITY, OR SUITABILITY FOR ANY PARTICULAR PURPOSE, FREEDOM FROM ERROR OR CONVEYANCE OF MALICIOUS COMPUTER CODE.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, FNI Co AGREES AND WILL CAUSE EACH CUSTOMER TO AGREE THAT FNT SHALL INCUR NO LIABILITY TO ANY CUSTOMER IN THE EVENT OF ANY DAMAGE OR DESTRUCTION TO ANY CUSTOMER COMPUTER SYSTEM OR THE COMMUNICATIONS NETWORK THROUGH WHICH SUCH CUSTOMER ACCESSES SUCH COMPUTER SYSTEM, EXCEPT ARISING OUT OF ANY FNT (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) IMPROPER USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, IF ANY, (iv) VIOLATIONS OF LAW, OR (v) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A PERSON OR ENTITY WHO IS NOT A PARTY HERETO OR THE SUBSIDIARY OF A PARTY HERETO. FNT SHALL NOT BE REQUIRED TO RECONSTITUTE, RESTORE OR RECONSTRUCT ANY COMPUTER SYSTEM DAMAGED BY REASON OF ITS USE IN CONJUNCTION WITH THE ACCESS PROVIDED HEREUNDER, EXCEPT ARISING OUT OF ANY FNT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ACCESS TO THE STARTER REPOSITORY AND ALL INFORMATION OBTAINED THROUGH IT, WHETHER GENERATED BY FNT OR A PROVIDER, ARE LICENSED TO

EACH CUSTOMER "AS IS". FNT ASSUMES NO DUTY TO CONTINUE TO AUGMENT, CORRECT OR REMOVE ANY INACCURATE INFORMATION OR NOTIFY CUSTOMERS OF ERRORS IN THE STARTER REPOSITORY. EACH CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE TANGIBLE AND BUSINESS RESULTS OF USE AND/OR RELIANCE UPON THE STARTER REPOSITORY AND ANY OTHER FNT PROPERTY. **NEITHER FNT NOR ITS PROVIDERS MAKE ANY IMPLIED WARRANTY OR REPRESENTATION, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF STARTERS, L&VS, STARTER REPOSITORY OR ANY OTHER FNT PROPERTY MADE AVAILABLE TO ANY CUSTOMER IN TANGIBLE, ELECTRONIC OR OTHER FORM.**

DISCLAIMER OF LIABILITIES. EACH PARTY AGREES THAT IN NO EVENT SHALL THE OTHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER FNT NOR ANY PROVIDER ASSUMES LIABILITY, AND SHALL NOT BE HELD LIABLE, TO ANY CUSTOMER OR TO ANY CUSTOMER'S CUSTOMERS OR INSUREDS, OR TO ANY OTHER PERSON, WHO MAY RELY UPON ANY TITLE POLICY, BINDER, GUARANTEE, ENDORSEMENT OR OTHER TITLE ASSURANCE, OR ANY STARTERS, ANY L&VS, OR OTHER FNT PROPERTY PROVIDED OR ACCESSED HEREUNDER (INCLUDING BY REASON OF ERROR OR OMISSION IN ANY INFORMATION OR RESULTING FROM THE USE OF ANY FNT PROPERTY).

7. INDEMNITY

FNI Co shall indemnify and cause each Customer to indemnify and hold FNT harmless from claims, liability, loss, damage or expense of whatever nature, including attorney's fees, arising as a result of any claims by third parties alleging or founded in any manner on any errors or omissions in the records or data contained in the Starter Repository. If such a claim is asserted, FNT shall promptly notify FNI Co and the applicable Customer and, in the event of such notification, FNI Co and such Customer may elect to defend FNT in any resulting action or litigation. FNI Co and such applicable Customer may use for such purpose counsel of FNI Co's or such Customer's choosing, approved in writing by FNT, at FNI Co's or the Customer's expense. FNI Co and such Customer shall also have the right, whether or not any action or litigation results, to compromise or settle any monetary claim on behalf of FNT, but at the sole cost of FNI Co or such Customer.

FNT shall indemnify and hold each Customer harmless from claims, liability, loss, damage or expense of whatever nature, including attorney's fees, arising as a result of any claims by third parties alleging or founded in any manner on the warranties contained in Section 5(a). If such a claim is asserted, such Customer shall promptly notify FNT and, in the event of such notification, FNT may elect to defend such Customer in any resulting action or litigation. FNT may use for such purpose counsel of FNT's choosing, approved in writing by such Customer, at FNT's expense. FNT shall also have the right, whether or not any action or litigation results, to compromise or settle any monetary claim on behalf of such Customer, but at the sole cost of FNT.

In the event that any provider of records or data to the Starter Repository or other information to FNT fails to deliver (or delays the delivery of) such material or information, or if any provider materially and adversely modifies the conditions or cost to FNT of obtaining such material or information, then FNT, at its option, may suspend or terminate its relationship with such provider and any obligations to any Customer under this Agreement, upon no less than thirty (30) days written notice. FNT may contract for an alternate source of the same or similar records or data for the Starter Repository and, notwithstanding any contrary provision of this Agreement, increase the applicable fees or charges upon no less than thirty (30) days written notice, or a combination of the foregoing. FNT will incur no liability to any Customer with respect to any action or omission under this Section. In the event that a Customer receives a notice pursuant to this Section substituting records or data or access thereto or increasing the price thereof, then FNI Co may terminate such access if it notifies FNT within thirty (30) days after receipt of notice from FNT regarding such data or access thereto.

8. DISPUTE RESOLUTION

(a) Dispute Resolution. If a Party institutes an action against the other for breach of this Agreement, such other Party may, within sixty (60) days of service of the complaint in such action upon it, institute arbitration and the other Party shall cooperate to stay any other proceedings. Any such arbitration shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"). The arbitration shall be conducted in Jacksonville, Florida by a single arbitrator knowledgeable about title insurance and contracts. If the Parties have not agreed to a mutually acceptable arbitrator within thirty (30) days of the date of the notice to arbitrate, the arbitrator shall be selected by the AAA from its regularly maintained list of commercial arbitrators familiar with matters similar to the subject of this Agreement. The arbitrator shall conduct a single hearing for the purpose of receiving evidence and shall render a decision within thirty (30) days of the conclusion of the hearing. The Parties shall be entitled to require production of documents prior to the hearing in accordance with the procedures of the Federal Rule of Civil Procedure, shall exchange a list of witnesses, and shall be entitled to conduct up to five (5) depositions in accordance with the procedures of the Federal Rules of Civil Procedure. The decision of the arbitrator shall be binding and final. The arbitrator may award only compensatory damages, and not exemplary or punitive damages. In the event a Party asserts multiple claims or causes of action, some but not all of which are subject to arbitration under law, any and all claims subject to arbitration shall be submitted to arbitration in accordance with this provision.

(b) Attorneys' Fees and Costs. Each Party shall bear its own costs, expenses and attorneys' fees and shall equally bear the costs of the arbitrator.

(c) Parties to the Dispute. FNI Co agrees that it alone shall, to the extent it is legally and reasonably able to do so, institute an action for breach of this Agreement against FNT on behalf of itself or on behalf of Customers. FNI Co shall cause each Customer to agree that FNI Co shall be the sole entity to institute an action for breach of this Agreement by FNT.

9. DISASTER OR OTHER INTERRUPTION OF SERVICE

FNT shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Article that prevents FNT's performance, FNT shall give written notice to FNI Co, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

10. COMPETITION

This Agreement shall not operate to deny either Party or the Customers the right and opportunity to compete with each other, or to compete on an equal basis on the open market. Nothing contained in this Agreement is to be deemed to make either Party the agent of the other or to constitute an association, partnership or joint liability between the Parties. The Parties have no intention or thought to agree between themselves, or even to confer together, as to

underwriting methods, as to fees or premiums to be charged by them to their customers, or as to any other processes or practices of either Party except as otherwise stated or prescribed by any Issuing Agency Agreement entered into between the Parties or, if applicable, their affiliates.

11. COMPLIANCE BY CUSTOMERS

FNI Co has the authority to cause and shall cause each other Customer to comply with the terms of this Agreement.

12. MISCELLANEOUS

(a) Interpretation. This Agreement is to be construed under the laws of the State of Florida. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement, or their application to any person, corporation, other business entity, or circumstance is to any extent adjudged invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement and their application to other persons, corporations, business entities, or circumstances shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared this Agreement. The headings of each section and paragraph are to assist in reference only and are not to be used in the interpretation of this Agreement. Nothing contained in this Agreement is to be deemed to constitute an association, partnership or joint liability between the Parties.

(b) No Assignment or Transfer. Except as set forth herein, neither Party may sell, assign, convey or transfer its rights or interests, or delegate any of its obligations, under this Agreement without the prior written consent of the other Party, provided, however, that the Parties hereby agree and acknowledge that, upon the consummation of the Merger, Certegy shall be a permitted assignee of FNI Co. Any assignment hereunder shall be conditioned upon the

understanding that this Agreement shall be binding upon the assigning Party's successors and assigns.

(c) Benefit. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is solely for the benefit of the Parties hereto and no third party will have the right or claim to the benefits afforded either Party hereunder.

(d) Compliance with Laws and Regulations. FNI Co agrees to use and agrees to cause each Customer to use information received from FNT in compliance with all applicable Federal, State and local laws and regulations, including without limitation, Fair Credit Reporting Act (U.S.C.A. Title 15, Chapter 41, Subchapter III), as amended from time to time.

(e) Survival. Following the expiration or termination of this Agreement, whether by its terms, operation of law or otherwise, all terms, provisions or conditions required for the interpretation of this Agreement or necessary for the full observation and performance by each Party of all rights and obligations arising prior to the date of expiration or termination, shall survive such expiration or termination.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes and integrates all prior and contemporaneous agreements, representations and understandings of the Parties, oral and written, pertaining to the subject matter hereof. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior SRA Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior SRA Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement. No waiver of any of the provisions of this Agreement is to be considered a waiver of any other provision, whether or not similar, nor is any waiver to constitute a continuing waiver. No waiver shall be binding unless set forth in a writing executed by the Party making the waiver. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(g) Amendments. Except for (x) any deletion of a Customer from Exhibit A because the Customer is no longer a direct or indirect subsidiary of FNI Co (which deletion and the termination of rights under this Agreement as to that Customer shall be automatic upon the change of ownership of such Customer), (y) any annual increases in the fees described in Exhibit B, as expressly permitted pursuant to Section 3(a), no supplement, modification, or amendment of this Agreement or any Schedules or Exhibits hereto shall be binding unless executed in writing by the Parties.

(h) Schedules. Each of the Schedules, Addenda and Exhibits attached to this Agreement (initially or by way of amendment) is incorporated herein by reference as if set forth in full.

(i) Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

(j) Notices. All written notices permitted or required to be given under this Agreement may be personally delivered to the office of the other Party, or shipped via a nationally recognized overnight courier service, or mailed to the office of the other Party by Certified United States Mail, or sent by electronic mail. Each notice shall be addressed to the address set forth under the Party's signature. Any notice delivered hereunder will be effective on the date delivered when delivered personally or by overnight courier, or on the third business day after mailing if mailed by Certified United States Mail, or on the date delivered when sent by electronic mail. Either Party may, by written notice to the other via first class mail, change its address for notices.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

Address for Notices:
Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: President

FIDELITY NATIONAL INFORMATION SERVICES, INC.
(to be known as Fidelity National Information Services, LLC)

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

Address for Notices:
Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

AMENDED AND RESTATED BACK PLANT REPOSITORY ACCESS AGREEMENT

This Amended and Restated Back Plant Repository Access Agreement (this "Agreement"), effective as of February 1, 2006 (the "Effective Date"), between **Fidelity National Title Group, Inc.**, a Delaware corporation ("FNT"), for itself on behalf of its direct and indirect subsidiaries; and **Fidelity National Information Services, Inc.**, a Delaware corporation that, after the effectiveness of the Merger hereinafter defined, will be merged with and into C Co Merger Sub, LLC ("Merger Co"), which will thereafter be known as "**Fidelity National Information Services, LLC**" ("FNI Co"), for itself on behalf of those of its direct and indirect subsidiaries as are listed on Exhibit A hereto (each a "Customer" and collectively, the "Customers"). FNT and FNI Co shall hereinafter be referred to as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, FNT and its subsidiaries own and maintain a collection (collectively hereinafter referred to as the "Back Plants") of non-electronic records, indexes and data, and copies of documents, affecting or purporting to affect title to real property and other material which are recorded or filed in the offices of various county recorders and county clerks in the states indicated on Exhibit B; and

WHEREAS, the Customers wish to have access, and FNT is willing to provide such access, to the Back Plants, subject to the terms and conditions set forth herein; and

WHEREAS, FNI Co previously entered into a Back Plant Repository Agreement dated March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF"), as the parent company of FNT and its subsidiaries, for access to the Back Plants by the Customers; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FNI Co, all of FNF's rights and obligations under the FNF Agreement, and FNI Co and FNT entered into a novation of the rights and obligations under the FNF Agreement so that FNT would assume FNF's obligations with respect to providing Customers with access to the Back Plants, such novation being set forth in a Back Plant Repository Access Agreement dated as of September 27, 2005 (the "Prior BPA Agreement") between FNI Co and FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), Merger Co, and FNI Co, including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co as the surviving entity, the Parties wish to amend and restate the Prior BPA Agreement in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. CERTAIN DEFINITIONS.

A "Back Plant" or collectively, the "Back Plants" has the meaning set forth above.

A "Customer" means each of FNI Co and each user identified on Exhibit A hereto so long as such user is a direct or indirect subsidiary of FNI Co; it being understood that, upon 30 days' prior written notice, FNI Co may from time to time amend Exhibit A to add one or more of its other direct or indirect subsidiaries of FNI Co and such added subsidiary shall become a "Customer" hereunder effective as of the 30th day after such prior notice is delivered to FNT.

A "Customer Back Plant Retrieval" means any instance when a Back Plant is accessed by a Customer for viewing, data retrieval and/or copying, which may include the physical retrieval of microfiche, microfilm, index cards, paper documents or other media containing information within the Back Plant Documents as well as the copying thereof.

A "FNT Back Plant Retrieval" means any instance when a Back Plant is accessed by representatives of FNT or any of its subsidiaries based upon a request by Customer for data retrieval and/or copying, which may include the physical retrieval of microfiche, microfilm, index cards, paper documents or other media containing information within the Back Plant Documents as well as the copying and forwarding thereof.

An "Issuing Agency Agreement" is an agreement pursuant to which an entity is designated as a title agent, authorized to write title business for a principal.

2. ACCESS.

(a) Access. FNT hereby grants to each Customer non-exclusive access to the Back Plants of FNT and its subsidiaries in the states indicated on Exhibit B, subject to the provisions hereof. It is understood and agreed that, during the first year of this Agreement, FNT shall provide access availability to the Back Plant Repositories in a nature and quality reasonably comparable to the access availability provided by FNT on or about the date of this Agreement.

(b) Format. The data and materials included in the Back Plant Repositories are generally maintained in non-electronic physical (i.e., "hard copy") formats or older media systems (such as microfiche). FNT will maintain the Back Plant Repositories in the same or similar format as is used as of the date of this Agreement, as modified or updated as determined from time to time by FNT. FNT reserves the right to modify any such format or medium, or update or replace the format or medium, from time to time, subject to the reasonable notification contemporaneous with the implementation of the modification or update.

(c) Security. In connection with a Customer Back Plant Retrieval hereunder, FNT may establish security systems, key cards, locks and keys and other means for securing each of the Back Plants. In such event, a Customer shall be responsible for (i) maintaining securely the

codes, passwords, keys or other means of access to each Back Plant. In the event of a security breach or unauthorized access to any Back Plant discovered by a Customer, such Customer agrees to contact FNT immediately upon discovering such a breach. If the breach or unauthorized access is caused by, or is the result of security lapses on the part of, a Customer, such Customer shall be responsible for the results of (and any costs incurred as a result of) any such unauthorized access until notice of such a security breach is given to FNT unless the Customer can demonstrate that it took commercially reasonable precautions to secure and safe-keep its access to the Back Plant. FNT reserves the right to check the security of Customer access from time to time and if FNT finds that Customer access is unsecure or could become unsecure, FNT shall immediately notify Customer(s) and work with Customer(s) to implement an appropriate security access procedure. Each Customer agrees to not (i) attempt to bypass any security mechanisms in place for any Back Plant, or (ii) use any FNT system or service to attempt to bypass any security mechanisms in place on any other FNT system, including, but not limited to, attempting to access a system that such Customer knows or reasonably should know it is not authorized to access in the manner or to the extent attempted.

FNT or any applicable Subsidiary may refuse Back Plant access to a representative of FNI Co or any Customer for reasonable cause including, without limitation, use of the Back Plant for purposes not covered by the Agreement, destroying or vandalizing records, or abuse of personnel or facilities of FNT or its subsidiaries.

3. FEES AND PAYMENT

There shall be no fees payable by FNI Co to FNT for any Customer Back Plant Retrieval or FNT Back Plant Retrieval by the Customers; provided, however, that FNI Co shall pay, or reimburse FNT for the payment of, all out of pocket charges, costs or expenses that FNT may incur in connection with granting the access to the FNT Back Plants as contemplated hereby or performing its obligations under Section 2, including assisting in any Customer Back Plant Retrieval or FNT Back Plant Retrieval, such as fees payable to local land recording offices or other search services, and reproduction and transmittal and shipping costs; and provided, further that FNI Co shall pay, or reimburse FNT for the payment of, all sales, use, personal property or other similar taxes or any government charges imposed on the transactions hereunder, exclusive of corporate income or franchise taxes based on FNT’s net income. All such payments and reimbursements shall be paid by FNI Co promptly upon demand from FNT.

4. TERM AND TERMINATION

(a) Term. Unless sooner terminated in accordance with the provisions hereof, this Agreement shall continue in effect. Subject to Section 5(c), the obligations under this Agreement may be terminated by any of the following means (each a “Termination Event”):

(i) at any time by mutual agreement of the Parties, in which event the obligations under this Agreement shall terminate as of the date specified by the Parties;

(ii) at any time by FNT, if FNI Co or the Customers breach any material warranty or fails to perform any material obligation hereunder, and such

breach is not remedied within 30 days after written notice thereof to FNI Co that is in default, in which event the obligations under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or default is of a nature that it cannot reasonably be cured within a 30-day period and FNI Co is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default;

(iii) at any time by FNI Co, if FNT breaches any material warranty or fails to perform any material obligation owing hereunder, and such breach is not remedied within 30 days after written notice thereof to FNT, in which event the obligations under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or default is of a nature that it cannot reasonably be cured within a 30-day period and FNT is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default;

(iv) at any time by FNT, if FNI Co shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (2) make a general assignment for the benefit of its creditors, (3) commence a voluntary case under the federal Bankruptcy Code, (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (6) take any company action for the purpose of effecting any of the foregoing, in which event the obligations under this Agreement shall terminate immediately;

(v) at any time by FNI Co, if FNT shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (2) make a general assignment for the benefit of its creditors, (3) commence a voluntary case under the federal Bankruptcy Code, (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an

involuntary case under the Bankruptcy Code or (6) take any company action for the purpose of effecting any of the foregoing, in which event the obligations under this Agreement shall terminate immediately;

(vi) by FNT, upon 5 years' prior written notice to FNI Co given at any time on or after the 5th anniversary of the Effective Date;

(vii) by FNI Co, upon 5 years' prior written notice to FNT given at any time on or after the 5th anniversary of the Effective Date;

(viii) at any time by FNT if there has been a change in control of FNI Co; it being understood, that for purposes of this provision, "change of control" means a reorganization, merger, share (or LLC ownership interest) exchange or consolidation, or sale or other disposition of more than 50% of the ownership interests in, or all or substantially all of the assets or business of, FNI Co or Certegy (which, after the Merger, will be known as "Fidelity National Information Services, Inc."), other than a transaction in which no person or entity will acquire, directly or indirectly, (A) beneficial ownership of 50% or more of the ownership interests of FNI Co or Certegy or (B) the power to elect a majority of the directors of FNI Co or Certegy (as the case may be), provided, however, that "change of control" shall not include any transaction occurring as part of or in connection with the Merger or other transactions expressly contemplated by the Certegy Merger Agreement; or

(ix) upon 6 months prior written notice by FNT to FNI Co if there has been a change in control of FNT; it being understood, that for purposes of this provision, "change of control" means a reorganization, merger, share exchange or consolidation, or sale or other disposition of more than 50% of the voting capital stock in, or all or substantially all of the assets or business of, FNT, other than a transaction in which no person or entity will acquire, directly or indirectly, (A) beneficial ownership of 50% or more of the voting capital stock of FNT or (B) the power to elect a majority of the directors of FNT.

(b) Termination. Notwithstanding the above termination, in the event of a Termination Event pursuant to subparagraphs (iii), (vi), (viii) or (ix), Customers shall continue to receive access to the Back Plants until such time as they have found a reasonably acceptable alternative to obtain the same or substantially similar benefit, but in no event longer than ninety (90) days after the later of (x) the date on which the Termination Event occurs or (y) the date on which the termination is effective (after giving effect to all notice periods, waiting periods and grace periods expressly provided for herein), it being understood that during such period (i) FNI Co shall continue to pay for, or reimburse FNT its payment of, out of pocket costs and government charges in accordance with Section 3, and (ii) FNI Co will attempt to obtain an alternative means as quickly as reasonably possible.

5. OWNERSHIP AND USE

(a) Ownership. All data, information, images and other materials contained in the Back Plants and all documentation relating thereto are and shall remain the property of FNT. FNI Co agrees to treat and agrees to cause each Customer to treat all proprietary information of FNT as confidential and agrees to make it available solely to itself, the Customers, their employees or authorized representatives who have a need to know. Each Party further agrees not to make copies of the other Party's confidential information or the confidential information of Customers, and not to obscure or remove any notice of proprietary rights or confidentiality thereon. Upon termination of this Agreement, each Party shall return all confidential information of the other Party, and in the case of FNT, the confidential information of Customers, provided to it pursuant hereto. FNT warrants that it is the owner of, or has full right to provide access to each Customer to, all of the records and data contained in the Back Plants and documentation relating thereto on the terms herein.

(b) Customer Use of Back Plant and Back Plant Information. Access to the Back Plants hereunder, and the records and data in the Back Plants made available to any Customer under this Agreement, are to be used by such Customer solely in accordance with the terms hereof. Each Customer shall use records and data in the Back Plants only for the purpose of issuing title insurance and other products in its ordinary course of business. Each Customer shall make no further distribution, by sale, lease or otherwise, of any access to records and data in the Back Plants, nor enable any third party to access or to make use of any such records or data in the Back Plants provided to, or accessible by, Customer under this Agreement except in accordance with Customer's ordinary course of business. FNT shall make no distribution, by sale, lease or otherwise, of Customer confidential information, if any, nor enable any third party to access or to make use of any such Customer confidential information provided to, or accessible by, FNT under this Agreement except in accordance with FNT's ordinary course of business.

(c) Closing or Sale of Back Plants. Nothing contained in this Agreement shall obligate FNT to maintain any Back Plant for any length of time. Without limiting the foregoing, the Parties agree as follows:

(i) in the event that FNT (or its applicable subsidiary) has determined (for reasons unrelated to the Back Plants and this Agreement) to close an office of FNT (or its subsidiary) that has a Back Plant located on the premises thereof or as part of such office, and as part of such closing the related Back Plant will also be closed and no longer available, then, to the extent reasonably possible without incurring significant additional expenditures, the Parties will work together to cause FNI Co and the Customers to obtain access to another FNT Back Plant that can provide substantially similar information to that available under the closing Back Plant Repository.

(ii) in the event that FNT (or its applicable subsidiary) has determined (for reasons unrelated to the Back Plants and this Agreement) to close an office of FNT (or its subsidiary) that has a Back Plant located on the premises

thereof or as part of such office, and that it is either (1) not possible, without incurring significant additional expenditures for FNI Co and the Customers, to obtain access to another FNT Back Plant that can provide substantially similar information to that available under the closing Back Plant or (2) not available from FNT (or any of its applicable subsidiaries), then at the time of the closure of such office, FNT shall allow FNI Co (or its designee) to physically transfer such Back Plant to a location of FNI Co or a Customer. During the time such Back Plant is maintained on the premises FNI Co or a Customer (a) no Access Fees shall be due or payable for retrievals therefrom; and (b) FNI Co or a Customer shall maintain such Back Plant in the condition existing at the time of the physical transfer. Upon six (6) months written notice, FNT may obtain, at FNT's sole cost and expense, the physical

return of such Back Plant and thereafter for any remaining term of this Agreement, shall be entitled to any applicable Access Fees hereunder.

(iii) in the event that FNT (or its applicable subsidiary) has determined to sell an office of FNT (or its subsidiary) that has a Back Plant located on the premises thereof or as part of such office, then prior to the consummation of such sale, FNI Co (or its Customer designee) shall be entitled, at its sole cost and expense, to receive from FNT a true, correct and complete copy of the Back Plant being so sold; provided, however, that FNI Co hereby agrees that it shall not sell, transfer or otherwise dispose of such Back Plant for a period of two years following the date on which the copy was received (other than transfers to wholly-owned subsidiaries of FNI Co).

(d) Nonexclusive Use. The Parties recognize that FNT shall continue to use the Back Plants in the usual and ordinary course of business and may furnish access to Back Plants, including the same Back Plants, to other customers.

(e) Advertisement of Use or Ownership. During the term of this Agreement, none of the Customers shall publicize that such Customer owns, possesses or controls any Back Plants or has any interest therein except such rights as are specifically granted to Customer by this Agreement.

(f) Due Care. Each Customer agrees to exercise due care in accessing the Back Plants hereunder so as to prevent the alteration or destruction of records or data therein. Each Customer agrees that it shall be liable to FNT (or, if applicable, its providers) for loss or damage related to such alteration or destruction arising out of (i) a failure to exercise due care or (ii) an intentional, dishonest or fraudulent act of an employee of Customer.

(g) Remedy. In the event that a Customer makes any unauthorized copy or copies of records or data in any Back Plant, or FNT ceases to provide access to the Back Plants or the records and data in the Back Plants in accordance with this Agreement, the Parties acknowledge and agree that: (A) remedies at law will not adequately compensate FNT or FNI Co, as the case may be; (B) FNT or FNI Co, as the case may be, may suffer irreparable harm; and (C) FNT or

FNI Co, as the case may be, shall be entitled, not only to its damages, but also to seek injunctive relief, without the necessity of posting bond.

6. WARRANTY EXCLUSION; DISCLAIMERS; LIMITATION OF LIABILITY

(a) WARRANTY EXCLUSION. ACCESS TO THE BACK PLANTS AND ALL INFORMATION OBTAINED THROUGH THEM, WHETHER GENERATED BY FNT OR A PROVIDER, ARE LICENSED TO EACH CUSTOMER "AS IS". FNT ASSUMES NO DUTY TO CONTINUE TO AUGMENT, CORRECT OR REMOVE ANY INACCURATE INFORMATION OR NOTIFY CUSTOMERS OF ERRORS IN THE BACK PLANTS. EACH CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE TANGIBLE AND BUSINESS RESULTS OF USE AND/OR RELIANCE UPON THE BACK PLANTS AND ANY OTHER FNT PROPERTY. NEITHER FNT NOR ITS PROVIDERS MAKE ANY IMPLIED WARRANTY OR REPRESENTATION, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF BACK PLANTS, OR ANY OTHER FNT PROPERTY MADE AVAILABLE TO ANY CUSTOMER.

(b) DISCLAIMER OF LIABILITIES. EACH PARTY AGREES THAT IN NO EVENT SHALL THE OTHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER FNT NOR ANY PROVIDER ASSUMES LIABILITY, AND SHALL NOT BE HELD LIABLE, TO ANY CUSTOMER OR TO ANY CUSTOMER'S CUSTOMERS OR INSUREDS, OR TO ANY OTHER PERSON, WHO MAY RELY UPON ANY TITLE POLICY, BINDER, GUARANTEE, ENDORSEMENT OR OTHER TITLE ASSURANCE, OR ANY BACK PLANTS OR OTHER FNT PROPERTY PROVIDED OR ACCESSED HEREUNDER (INCLUDING BY REASON OF ERROR OR OMISSION IN ANY INFORMATION OR RESULTING FROM THE USE OF ANY FNT PROPERTY).

7. INDEMNITY

FNI Co shall indemnify and cause each Customer to indemnify and hold FNT harmless from claims, liability, loss, damage or expense of whatever nature, including attorney's fees, arising as a result of any claims by third parties alleging or founded in any manner on any errors or omissions in the records or data contained in the Back Plants. If such a claim is asserted, FNT shall promptly notify FNI Co and the applicable Customer and, in the event of such notification, FNI Co and such Customer may elect to defend FNT in any resulting action or litigation. FNI Co and such applicable Customer may use for such purpose counsel of FNI Co's or such Customer's choosing, approved in writing by FNT, at FNI Co's or the Customer's expense. FNI Co and such Customer shall also have the right, whether or not any action or litigation results, to compromise or settle any monetary claim on behalf of FNT, but at the sole cost of FNI Co or such Customer.

FNT shall indemnify and hold each Customer harmless from claims, liability, loss, damage or expense of whatever nature, including attorney's fees, arising as a result of any claims by third parties alleging or founded in any manner on the warranties contained in Section 5(a). If such a

claim is asserted, such Customer shall promptly notify FNT and, in the event of such notification, FNT may elect to defend such Customer in any resulting action or litigation. FNT may use for such purpose counsel of FNT's choosing, approved in writing by such Customer, at FNT's expense. FNT shall also have the right, whether or not any action or litigation results, to compromise or settle any monetary claim on behalf of such Customer, but at the sole cost of FNT.

8. DISPUTE RESOLUTION

(a) Dispute Resolution. If a Party institutes an action against the other for breach of this Agreement, such other Party may, within sixty (60) days of service of the complaint in such action upon it, institute arbitration and the other Party shall cooperate to stay any other proceedings. Any such arbitration shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"). The arbitration

shall be conducted in Jacksonville, Florida by a single arbitrator knowledgeable about title insurance and contracts. If the Parties have not agreed to a mutually acceptable arbitrator within thirty (30) days of the date of the notice to arbitrate, the arbitrator shall be selected by the AAA from its regularly maintained list of commercial arbitrators familiar with matters similar to the subject of this Agreement. The arbitrator shall conduct a single hearing for the purpose of receiving evidence and shall render a decision within thirty (30) days of the conclusion of the hearing. The Parties shall be entitled to require production of documents prior to the hearing in accordance with the procedures of the Federal Rule of Civil Procedure, shall exchange a list of witnesses, and shall be entitled to conduct up to five (5) depositions in accordance with the procedures of the Federal Rules of Civil Procedure. The decision of the arbitrator shall be binding and final. The arbitrator may award only compensatory damages, and not exemplary or punitive damages. In the event a Party asserts multiple claims or causes of action, some but not all of which are subject to arbitration under law, any and all claims subject to arbitration shall be submitted to arbitration in accordance with this provision.

(b) Attorneys' Fees and Costs. Each Party shall bear its own costs, expenses and attorneys' fees and shall equally bear the costs of the arbitrator.

(c) Parties to the Dispute. FNI Co agrees that it alone shall, to the extent it is legally and reasonably able to do so, institute an action for breach of this Agreement against FNT on behalf of itself or on behalf of Customers. FNI Co shall cause each Customer to agree that FNI Co shall be the sole entity to institute an action for breach of this Agreement by FNT.

9. DISASTER OR OTHER INTERRUPTION OF SERVICE

FNT shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Article that prevents FNT's performance, FNT shall give written notice to FNI Co, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

10. COMPETITION

This Agreement shall not operate to deny either Party or the Customers the right and opportunity to compete with each other, or to compete on an equal basis on the open market. Nothing contained in this Agreement is to be deemed to make either Party the agent of the other or to constitute an association, partnership or joint liability between the Parties. The Parties have no intention or thought to agree between themselves, or even to confer together, as to underwriting methods, as to fees or premiums to be charged by them to their customers, or as to any other processes or practices of either Party except as otherwise stated or prescribed by any Issuing Agency Agreement entered into between the Parties or, if applicable, their affiliates.

11. COMPLIANCE BY CUSTOMERS

FNI Co has the authority to cause and shall cause each other Customer to comply with the terms of this Agreement.

12. MISCELLANEOUS

(a) Interpretation. This Agreement is to be construed under the laws of the State of Florida. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement, or their application to any person, corporation, other business entity, or circumstance is to any extent adjudged invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement and their application to other persons, corporations, business entities, or circumstances shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared this Agreement. The headings of each section and paragraph are to assist in reference only and are not to be used in the interpretation of this Agreement. Nothing contained in this Agreement is to be deemed to constitute an association, partnership or joint liability between the Parties.

(b) No Assignment or Transfer. Except as set forth herein, neither Party may sell, assign, convey or transfer its rights or interests, or delegate any of its obligations, under this Agreement without the prior written consent of the other Party, provided, however, that FNT hereby approves and acknowledges that, upon the consummation of the Merger, Certegy shall be a permitted assignee of FNI Co. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning Party's successors and assigns.

(c) Benefit. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is solely for the benefit of the Parties hereto and no third party will have the right or claim to the benefits afforded either Party hereunder.

(d) Compliance with Laws and Regulations. FNI Co agrees to use and agrees to cause each Customer to use information received from FNT in compliance with all applicable

Federal, State and local laws and regulations, including without limitation, Fair Credit Reporting Act (U.S.C.A. Title 15, Chapter 41, Subchapter III), as amended from time to time.

(e) Survival. Following the expiration or termination of this Agreement, whether by its terms, operation of law or otherwise, all terms, provisions or conditions required for the interpretation of this Agreement or necessary for the full observation and performance by each Party of all rights and obligations arising prior to the date of expiration or termination, shall survive such expiration or termination.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes and integrates all prior and contemporaneous agreements, representations and understandings of the Parties, oral and written, pertaining to the

subject matter hereof. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior BPA Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior BPA Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement. No waiver of any of the provisions of this Agreement is to be considered a waiver of any other provision, whether or not similar, nor is any waiver to constitute a continuing waiver. No waiver shall be binding unless set forth in a writing executed by the Party making the waiver. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(g) Amendments. Except for any deletion of a Customer from Exhibit A because the Customer is no longer a direct or indirect subsidiary of FNI Co (which deletion and the termination of rights under this Agreement as to that Customer shall be automatic upon the change of ownership of such Customer), no supplement, modification, or amendment of this Agreement or any Schedules or Exhibits hereto shall be binding unless executed in writing by the Parties.

(h) Schedules. Each of the Schedules, Addenda and Exhibits attached to this Agreement (initially or by way of amendment) is incorporated herein by reference as if set forth in full.

(i) Effectiveness. Notwithstanding the date hereof or any other terms or provisions herein contained, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

[signature page to follow]

(j) Notices. All written notices permitted or required to be given under this Agreement may be personally delivered to the office of the other Party, or shipped via a nationally recognized overnight courier service, or mailed to the office of the other Party by Certified United States Mail, or sent by electronic mail. Each notice shall be addressed to the address set forth under the Party’s signature. Any notice delivered hereunder will be effective on the date delivered when delivered personally or by overnight courier, or on the third business day after mailing if mailed by Certified United States Mail, or on the date delivered when sent by electronic mail. Either Party may, by written notice to the other via first class mail, change its address for notices.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

Address for Notices:
Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: President

FIDELITY NATIONAL INFORMATION SERVICES, INC.
(to be known as Fidelity National Information Services, LLC)

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

Address for Notices:
Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

AMENDED AND RESTATED LICENSE AND SERVICES AGREEMENT

This Amended and Restated License and Services Agreement (the "Agreement") is effective as of February 1, 2006 (the "Effective Date") by and between **FIDELITY NATIONAL TITLE GROUP, INC.,** a Delaware corporation ("FNT"), for itself on behalf of its direct and indirect subsidiaries; and **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Delaware corporation that, after the effectiveness of the Merger hereinafter defined, will be merged with and into C Co Merger Sub, LLC ("Merger Co"), which will thereafter be known as "**Fidelity National Information Services, LLC**" ("FNI Co"), on behalf of its direct and indirect subsidiaries. FNT and FNI Co shall hereinafter be referred to as a "Party" and collectively, as the "Parties."

WHEREAS, FNI Co previously entered into a License and Services Agreement dated as of March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF"), as the parent company of FNT and its subsidiaries, with respect to the use of certain software and the provision of certain services, as more fully described herein; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FNI Co, all of FNF's rights and obligations under the FNF Agreement, and FNI Co and FNT entered into a novation of the rights and obligations under the FNF Agreement so that FNT would be the recipient of the license and services to be provided by FNI Co, such novation being set forth in a License and Services Agreement dated as of September 27, 2005 (the "Prior LSA Agreement") between FNI Co and FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), Merger Co, and FNI Co, including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co as the surviving entity, the Parties wish to amend and restate the Prior LSA Agreement in its entirety;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

As used in this Agreement:

1.1. **"Competitor"** means a natural or legal person offering a product that competes with the LSI Processes.

1.2. **"Days"** means calendar days, unless otherwise specified.

1.3. **"Documentation"** means FNI Co's standard documentation describing the LSI Processes.

1.4. **"Escalation Procedures"** means the procedures set forth in Section 10.2 of this Agreement.

1.5. **"Geographic Area"** means the counties listed on Exhibit B attached hereto, as amended from time to time pursuant to Section 6.2 hereof.

1.6. **"LSI Processes"** means those business processes indicated on Exhibit A.

1.7. **"Modification"** means any customization, enhancement, modification or change made to the LSI Processes and Documentation under this Agreement.

1.8. **"Permitted Subsidiaries"** has the meaning set forth in Section 3.1(a).

1.9. **"Proprietary Information"** means all information disclosed by or for FNT or FNI Co to the other during the negotiations hereof and/or learned by reason of the relationship established hereunder or pursuant hereto, including, without limitation, the LSI Processes, Documentation, Modifications and all information, data and designs related thereto. Information relating to each Party's business, plans, affiliates or customers shall also be deemed "Proprietary Information" for purposes of the Agreement. "Proprietary Information" shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time, that FNI Co receives from or at the direction of FNT and that concerns any of FNT's "customers" and/or "consumers" (as defined in the GLB Act).

1.10. **"Services"** has the meaning set forth in Section 4.1 of this Agreement.

1.11. **"Subsidiary"** means, with respect to any party, any corporation, partnership, company or other entity of which such party controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body.

1.12. **"Term"** has the meaning set forth in Section 6.1 of this Agreement.

2. GRANT OF LICENSE.

2.1. **Grant.** Subject to FNT's full payment, as due, of fees listed in Exhibit D, FNI Co hereby grants to FNT for the benefit of the Permitted Subsidiaries, and FNT for the benefit of the Permitted Subsidiaries accepts from FNI Co, a nonexclusive, license (except as otherwise provided for in Section 3 below) for the Term of this Agreement to use the LSI Processes and Documentation for properties with the Geographic Area, subject to the restrictions and obligations set forth herein.

2.2. Delivery. As requested from time to time, FNI Co agrees to deliver the LSI Processes and the Documentation to FNT for the benefit of the Permitted Subsidiaries.

3. LICENSE USE RESTRICTIONS.

3.1. Restrictions on LSI Processes and Documentation.

(a) FNT may not sell, lease, assign, transfer, distribute or sublicense the LSI Processes or Documentation, to any third party, except that the LSI Processes and Documentation may be used for the benefit of the Subsidiaries of FNT indicated on Exhibit C hereof (collectively, the "Permitted Subsidiaries").

(b) FNT will not make copies, or similar versions of the LSI Processes or Documentation or any part thereof without the prior written consent of FNI Co, except in the process of contemplated use, for administrative, archival or disaster recovery backup, and as expressly provided otherwise herein.

(c) FNT may not provide copies of the LSI Processes or Documentation to any person, firm, or corporation not permitted hereunder except as permitted under Sections 3.1 (a) and (b) above, and except as to FNT's or a Permitted Subsidiary's non-Competitor contractors or subcontractors who have executed nondisclosure terms substantially similar to the confidentiality terms herein.

(d) FNT shall not allow any third party to use or have access to the LSI Processes or Documentation for any purpose without FNI Co's prior written consent except as permitted under Sections 3.1(a) and (b) above, and except as to FNT's or a Permitted Subsidiary's non-Competitor contractors or subcontractors who have executed nondisclosure terms substantially similar to the confidentiality terms herein.

4. SERVICES.

4.1. Provision of Management Services. During the Term, and subject to the terms and conditions hereof, FNI Co shall provide (or cause to be provided) all of the services described in this Section 4 to FNT for the benefit of the Permitted Subsidiaries (individually and collectively, the "Services"). For the avoidance of doubt, the Services are in addition to and not included within the scope of services described in that certain Master Information Technology Services Agreement of even date herewith between Fidelity Information Services, Inc. and FNT.

4.2. Implementation and Oversight of the LSI Processes. FNI Co agrees to oversee and provide advice to FNT for the benefit of the Permitted Subsidiaries relating to the implementation of the LSI processes including (x) all processes, personnel and support functions of FNT for the benefit of the Permitted Subsidiaries primarily relating to the implementation and use of the LSI Processes, such oversight and advice shall, include without limitation, the consulting services to FNT for the benefit of the Permitted Subsidiaries relating to computer and database systems, the creation of back-up/disaster recovery procedures and sites, and

implementation of appropriate architecture. It is understood by the Parties that the Services to be provided hereunder include (but are not limited to) infrastructure planning and implementation work by FNI Co for FNT for the benefit of the Permitted Subsidiaries. It is anticipated that FNI Co may make recommendations to FNT for the benefit of the Permitted Subsidiaries from time to time as to improvements to the LSI Processes or additional processes to supplement the LSI Processes, which recommendation will be considered by FNT for the benefit of the Permitted Subsidiaries.

4.3. Maintenance of Current Equipment and Software. During the term of this Agreement, FNI Co shall be responsible for maintaining the computer hardware and software systems utilized by FNT for the benefit of the Permitted Subsidiaries in their implementation and use of the LSI Processes, including, without limitation, all telephone and communication equipment (such as routers, servers, etc.) utilized by FNT for the benefit of the Permitted Subsidiaries (collectively, the "LSI Process Equipment"). FNT for the benefit of the Permitted Subsidiaries shall maintain the LSI Process Equipment in the same condition (ordinary wear and tear excepted) and to the same quality standards as was applicable to the LSI Process Equipment on the Effective Date. Without limiting the Services to be provided herein, FNT acknowledges that, unless otherwise provided in this Agreement or agreed in writing by the Parties, FNT has no ownership right, title or interest in the LSI Processes.

4.4. Sales Support Services and Implementation of LSI Processes for Third Party Customers. During the Term of this Agreement and consistent with permitted practices under applicable state insurance law, FNI Co shall provide FNT for the benefit of the Permitted Subsidiaries support in connection with marketing of products and services of FNT for the benefit of the Permitted Subsidiaries that require the use by FNT for the benefit of the Permitted Subsidiaries of any of the LSI Processes or the implementation or integration of the LSI Processes with third party customers of FNT for the benefit of the Permitted Subsidiaries.

5. FNT OBLIGATIONS.

5.1. Exclusive Use of FNI Co Services. With respect to the LSI Processes that FNI Co will provide to FNT for the benefit of the Permitted Subsidiaries as of the Effective Date, FNT for the benefit of the Permitted Subsidiaries agrees to use exclusively the LSI Processes and above Services in the Geographic Areas at all times during the Term of this Agreement, subject in all cases to the termination provisions set forth in this Agreement.

5.2. Access to Title Plant. Following the date hereof, if FNT builds or acquires a title plant with respect to a county described in the Geographic Area, FNT agrees to provide access to that plant to FNI Co on terms no less favorable to FNI Co than contained in other title plant access agreements between FNT and FNI Co, but in all cases upon commercially reasonable terms.

6. TERM; TERMINATION.

6.1. Term. The term of the Agreement shall commence as of the date hereof and continue until such time as FNT has built or acquired a title plant with respect to all counties described in the Geographic Area and provided access to such title plants to FNI Co on terms acceptable to FNI Co in all such counties, or FNI Co has acquired on its own access to title plants with respect to all counties described within the Geographic Area (the “Term”).

6.2. Partial County Termination. Notwithstanding any other provision of this Agreement, FNI Co may upon at least thirty days prior written notice to FNT terminate the license and Services with respect to one or more particular counties described in the Geographic Area after FNI Co has acquired title plant access from FNT or another third party on terms acceptable to FNI Co.

6.3. Termination. As applicable, the license and Services for a particular county described in the Geographic Area or the Agreement may be terminated prior to the expiration of the Term as follows:

(a) the license and Services for one or more particular counties described in the Geographic Area or the Agreement, may be terminated at any time by mutual agreement of the Parties;

(b) the license and Services for one or more particular counties described in the Geographic Area may be terminated at any time by FNT, if FNI Co breaches any material warranty or fails to perform any material obligation hereunder, in each case, with respect to such county or counties affected, and such breach is not remedied within 30 days after written notice thereof to FNI Co that is in default, in which event the obligation to provide the license and the Services for such affected county or counties under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or default is of a nature that it cannot reasonably be cured within a 30-day period and FNI Co is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default;

(c) the license and Services for one or more particular counties described in the Geographic Area may be terminated at any time by FNI Co, if FNT breaches any material warranty or fails to perform any material obligation owing hereunder, in each case, with respect to the particular county or counties affected, and such breach is not remedied within 30 days after written notice thereof to FNT, in which event the obligation to provide the license and the Services for such affected county or counties under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or

default is of a nature that it cannot reasonably be cured within a 30-day period and FNT is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default;

(d) the Agreement may be terminated at any time by FNI Co, if FNT shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (2) make a general assignment for the benefit of its creditors, (3) commence a voluntary case under the federal Bankruptcy Code, (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (6) take any company action for the purpose of effecting any of the foregoing, in which event the obligation to provide the license and the Services under this Agreement shall terminate immediately;

(e) the Agreement may be terminated at any time by FNT, if FNI Co shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (2) make a general assignment for the benefit of its creditors, (3) commence a voluntary case under the federal Bankruptcy Code, (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (6) take any company action for the purpose of effecting any of the foregoing, in which event the obligation to provide the license and the Services under this Agreement shall terminate immediately;

(f) the license and Services for one or more particular counties described in the Geographic Area or the Agreement may be terminated by FNI Co, upon 5 years’ prior written notice to FNT, which notice may not be delivered prior to the 5th anniversary of the Effective Date;

(g) the license and Services for one or more particular counties described in the Geographic Area or the Agreement may be terminated by FNT, upon 5

years' prior written notice to FNI Co, which notice may not be delivered prior to the 5th anniversary of the Effective Date;

(h) the license and Services for one or more particular counties described in the Geographic Area or the Agreement may be terminated at any time by FNT if there has been a change in control of FNI Co; it being understood that for purposes of this provision, "change of control" means a reorganization, merger, share (or LLC ownership interest) exchange or consolidation, or sale or other disposition of more than 50% of the ultimate ownership interests in, or all or substantially all of the assets or business of, FNI Co or Certegy (which, after the Merger, will be known as "Fidelity National Information Services, Inc."), other than a transaction in which no person or entity will acquire, directly or indirectly, (A) beneficial ownership of 50% or more of the ownership interests of FNI Co or Certegy or (B) the power to elect a majority of the directors of FNI Co or Certegy (as the case may be), provided, however, that "change of control" shall not include any transaction occurring as part of or in connection with the Merger or other transactions expressly contemplated by the Certegy Merger Agreement; or

(i) the license and Services for one or more particular counties described in the Geographic Area or the Agreement may be terminated upon 6 months prior written notice by FNI Co to FNT if there has been a change in control of FNT; it being understood, that for purposes of this provision, "change of control" means a reorganization, merger, share exchange or consolidation, or sale or other disposition of more than 50% of the voting capital stock in, or all or substantially all of the assets or business of, FNT, other than a transaction in which no person or entity, other than FNT or an entity controlled by FNT, will acquire, directly or indirectly, (A) beneficial ownership of 50% or more of the voting capital stock of FNT or (B) the power to elect a majority of the directors of FNT.

6.4. Survival. Notwithstanding anything to the contrary in this Agreement, Section 7, 8, 9, 10, 11, and 16.10 shall survive the expiration or termination of this Agreement

6.5. Permitted Subsidiary Termination. A license enjoyed by a Permitted Subsidiary of FNT shall terminate without further formality upon such entity's ceasing to be a Subsidiary of FNT.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1. Ownership of LSI Processes and Documentation. From the date the LSI Processes and Documentation is first disclosed to FNT, and at all times thereafter, as between the Parties, FNI Co and/or its Subsidiaries shall be the sole and exclusive owners of all right, title, and interest in and to the LSI Processes, Documentation and all Modification, including, without limitation, all intellectual

property and other rights related thereto. The Parties acknowledge that this Agreement in no way limits or restricts FNI Co and the FNI Co Subsidiaries from developing or marketing on their own or for any third party in the United States or any other country, the LSI Processes, Documentation or Modifications, or any similar processes (including, but not limited to, any modification, enhancement, interface, upgrade, change and all software, source code, blueprints, diagrams, flow charts, specifications, functional descriptions or training materials relating thereto) without payment of any compensation to FNT.

8. CONFIDENTIALITY.

8.1. Confidentiality Obligation. Proprietary Information (i) shall be deemed the property of the disclosing Party (or the Party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements, and (iii) shall be protected by the receiving Party in accordance with the terms of this Section.

8.2. Non-Disclosure Covenant. Except as set forth in this Section, neither Party shall disclose the Proprietary Information of the other Party in whole or in part, including derivations, to any third party. If the Parties agree to a specific nondisclosure period for a specific document, the disclosing Party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for LSI Processes and Documentation shall extend in perpetuity. Proprietary Information shall be held in confidence by the receiving Party and its employees, and shall be disclosed to only those of the receiving Party's employees and professional advisors who have a need for it in connection with the administration and implementation of this Agreement. In no event shall FNT disclose FNI Co Proprietary Information to a Competitor of FNI Co. Each Party shall use the same degree of care and afford the same protections to the Proprietary Information of the other Party as it uses and affords to its own Proprietary Information of a similar nature.

8.3. Exceptions. Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving Party shall have no obligation of nondisclosure with respect to any such information which:

(a) is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party;
(b) was disclosed to the receiving Party by a third party that was free of obligations of confidentiality to the Party providing the information;
(c) is approved for release by written authorization of the disclosing Party;
(d) was known to the receiving Party prior to receipt of the information;
(e) was independently developed by the receiving Party without access to or use of the Proprietary Information of the disclosing Party; or
(f) is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

Notwithstanding application of any of the foregoing exceptions, in no event shall FNI Co treat information comprising nonpublic personal information under the GLB Act as other than Proprietary Information.

8.4. Confidentiality of this Agreement; Protective Arrangements.

(a) The Parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the Parties, and agree to limit distribution of this Agreement to those employees of FNT and FNI Co with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other Party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event FNT and FNI Co agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

(b) In addition, each Party shall give notice to the other Party of any demands to disclose or provide Proprietary Information of the other Party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

9. INVOICING AND PAYMENTS, PAST DUE AMOUNTS, CURRENCY.

9.1. Invoicing and Payment Requirements. Within 30 days following the end of each month, FNT shall prepare and remit to FNI Co a schedule showing the fees which it owes FNI Co under Exhibit D, along with the appropriate payment. FNT shall make all payments to FNI Co by check, credit card or wire transfer of immediately available funds to an account or accounts designated by FNI Co. Payment in full shall not preclude later dispute of charges or adjustment of improper payments.

9.2. Past Due Amounts. Any amount not received or disputed by FNI Co by the date payment is due shall be subject to interest on the overdue balance at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date of payment (or the prior date on which the Wall Street Journal was published if not published on the date of payment), plus one percent from the due date, until paid, applied to the outstanding balance from time to time. Any amount paid but later deemed not to have been due, will be repaid or credited with interest on the same terms.

9.3. Currency. All fees and charges listed and referred to in this Agreement are stated in and shall be paid in U.S. Dollars.

10. DISPUTE RESOLUTION.

10.1. Dispute Resolution Procedures. If, prior to the termination of this Agreement or the license granted herein, and prior to notice of termination given by either Party to the other, a dispute arises between FNI Co and FNT with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (other than disputes regarding a Party's compliance with the provisions of Sections 3 and/or 8), such dispute shall be settled as set forth in this Section. If either Party exercises its right to initiate the dispute resolution procedures under this Section, then during such procedure any time periods providing for termination of the Agreement or curing any material breach pursuant to the terms of this Agreement shall be suspended automatically, except with respect to any termination or breach arising out of FNT's failure to make any undisputed timely and complete payments to FNI Co under this Agreement. At such time as the dispute is resolved, if such dispute involved the payment of monies, interest at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date the dispute is resolved (or the prior date on which the Wall Street Journal was published if not published on the date the dispute was resolved) plus one percent for the period of dispute shall be paid to the Party entitled to receive the disputed monies to compensate for the lapsed time between the date such disputed amount originally was to have been paid (or was paid) through the date monies are paid (or repaid) in settlement of the dispute. Disputes arising under Sections 3 or 8 may be resolved by judicial recourse or in any other manner agreed by the Parties.

10.2. Escalation Procedures.

(a) Each of the Parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the Parties at the level where the issue is discovered and has immediate impact (excluding issues of title to work product, which shall be initially addressed at the general counsel level). To this end, each Party shall escalate any and all unresolved disputes or claims in accordance with this Section at any time to persons responsible for the administration of the relationship reflected in this License Agreement. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. If the Parties do not resolve the underlying dispute within ten (10) Days of its escalation to them, then either Party may notify the other in writing that he/she desires to elevate the dispute or claim to the President of FNI Co and the President of FNT or their designated representative(s) for resolution.

(b) Upon receipt by a Party of a written notice escalating the dispute to the company president level, the President of FNI Co and the President of FNT or their designated representative(s) shall promptly communicate with his/her counter Party, negotiate in good faith and use reasonable efforts to resolve such dispute or claim. The location, format, frequency,

duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. Upon agreement, such representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. If the Parties have not resolved the dispute within ten (10) Days after receipt of the notice elevating the dispute to this level, either may once again escalate the dispute to binding arbitration.

(c) All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any

subsequent proceedings between the Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

10.3. Arbitration Procedures. If a claim, controversy or dispute between the Parties with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (and not otherwise excepted), has not been timely resolved pursuant to the foregoing escalation process, upon notice either Party may initiate binding arbitration of the issue in accordance with the following procedures.

(a) Either Party may request arbitration by giving the other Party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

(b) Each Party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the involved Parties.

(c) Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the Parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

11. LIMITATION OF LIABILITY.

11.1. EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BY REASON OF AN INDEMNITY OBLIGATION HEREUNDER OR BY REASON OF A BREACH OF WARRANTY, EITHER PARTY'S LIABILITY FOR ANY CLAIM OR CAUSE OF

ACTION WHETHER BASED IN CONTRACT, TORT OR OTHERWISE WHICH ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S DIRECT OUT-OF-POCKET DAMAGES, ACTUALLY INCURRED, WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY FNT TO FNI CO UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

11.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. INDEMNIFICATION.

12.1. Property Damage. Subject to Section 11 hereof, each Party agrees to indemnify, defend and hold harmless the other and its officers, directors, employees, and affiliates (including, where applicable, the FNI Co Subsidiaries and FNT Subsidiaries), and agents from any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property of the indemnified Party resulting from the actions or inactions of any employee, agent or subcontractor of the indemnifying Party insofar as such damage arises out of or is ancillary to fulfilling its obligations under this Agreement and to the extent such damage is due to any negligence, breach of statutory duty, omission or default of the indemnifying Party, its employees, agents or subcontractors.

12.2. Infringement of LSI Processes. FNI Co agrees to defend at its own expense, any claim or action brought by any third party against FNT and/or against its officers, directors, and employees and affiliates, for actual or alleged infringement within the United States of any patent, copyright or other intellectual property right (including, but not limited to, misappropriation of trade secrets) based upon the LSI Processes (except to the extent such infringement claim is caused by FNT-specified Modifications to the LSI Processes which could not have been made in a non-infringing manner) or caused by the combination of LSI Processes with software or hardware provided, specified or approved by FNI Co ("Indemnified LSI Processes"). FNT, at its sole discretion and cost, may participate in the defense and all negotiations for its settlement or compromise. FNI Co further agrees to indemnify and hold FNT, its officers, directors, employees and affiliates harmless from and against any and all liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) associated with any such claim or action incurred by FNT. FNI Co shall conduct and control the defense of any such claim or action and negotiations for its settlement or compromise, by the payment of money. FNI Co shall give FNT, and FNT shall

give FNI Co, as appropriate, prompt written notice of any written threat, warning or notice of any such claim or action against FNI Co or FNT, as appropriate, or any other user or any supplier of components of the Indemnified LSI Processes, which could have an adverse impact on FNT's use of same, provided FNI Co or FNT, as appropriate, knows of such claim or action. If in any such suit so defended, all or any part of the Indemnified LSI Processes (or any component thereof) is held to constitute an infringement or violation of any other party's intellectual property rights and is enjoined, FNI Co shall at its sole option take one or more of the following actions at no additional cost to FNT: (i) procure the right to continue the use of the same without material interruption for FNT; (ii) replace the same with non-infringing software; (iii) modify said Indemnified LSI Processes so as to be non-infringing; or (iv) take back the infringing Indemnified LSI Processes and credit FNT with an amount equal to its prepaid but unused license fees hereunder. The foregoing represents the sole and exclusive remedy of FNT for infringement or alleged infringement.

12.3. Infringement of FNT Out of Scope License and Services. FNT agrees to defend at its own expense, any claim or action brought by any third party against FNI Co and/or against its officers, directors, and employees and affiliates, for actual or alleged infringement within the United States of any patent, copyright or other intellectual property right (including, but not limited to, misappropriation of trade secrets) based upon the FNT services on behalf of the Permitted Subsidiaries in the Geographic Area that are outside the permitted scope of the License and the Services ("Indemnified Out of Scope License and Services"). FNI Co, at its sole discretion and cost, may participate in the defense and all negotiations for its settlement or compromise. FNT further agrees to indemnify and hold FNI Co, its officers, directors, employees and affiliates harmless from and against any and all liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) associated with any such claim or action incurred by FNI Co. FNT shall conduct and control the defense of any such claim or action and negotiations for its settlement or compromise, by the payment of money. FNT shall give FNI Co, and FNI Co shall give FNT, as appropriate, prompt written notice of any written threat, warning or notice of any such claim or action against FNT or FNI Co, as appropriate, or any other user or any supplier of components of the Indemnified Out of Scope License and Services, provided FNT or FNI Co, as appropriate, knows of such claim or action. If in any such suit so defended, all or any part of the Indemnified Out of Scope License and Services (or any component thereof) is held to constitute an infringement or violation of any other party's intellectual property rights and is enjoined, FNT shall at its sole option take one or more of the following actions at no additional cost to FNI Co: (i) procure the right to continue the use of the same without material interruption for FNI Co; (ii) replace the same with non-infringing software; or (iii) modify said Indemnified Out of Scope License and Services as to be non-infringing. The foregoing represents the sole and exclusive remedy of FNT for infringement or alleged infringement.

12.4. Dispute Resolution. The provisions of Section 12 shall apply with respect to the submission of any claim for indemnification under this Agreement and the resolution of any disputes relating to such claim.

13. FORCE MAJEURE, TIME OF PERFORMANCE AND INCREASED COSTS.

13.1. Force Majeure.

(a) Neither Party shall be held liable for any delay or failure in performance of its obligations under this Agreement from any cause which with the observation of reasonable care, could not have been avoided - which may include, without limitation, acts of civil or military authority, government regulations, government agencies, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, power blackouts affecting facilities (the "Affected Performance").

(b) Upon the occurrence of a condition described in Section 13.1(a), the Party whose performance is affected shall give written notice to the other Party describing the Affected Performance, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both Parties of such condition, including, without limitation, implementing disaster recovery procedures. The Parties agree that the Party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the force majeure events and recommence the Affected Performance. If the delay caused by the force majeure event lasts for more than fifteen (15) Days, the Parties shall negotiate an equitable amendment to this Agreement with respect to the Affected Performance. If the Parties are unable to agree upon an equitable amendment within ten (10) Days after such fifteen (15)-Day period has expired, then either Party shall be entitled to serve thirty (30) Days' notice of termination on the other Party with respect to only such Affected Performance. The remaining portion of the Agreement that does not involve the Affected Performance shall continue in full force and effect. FNI Co shall be entitled to be paid for that portion of the Affected Performance which it completed through the termination date.

13.2. Time of Performance and Increased Costs. FNI Co's time of performance under this Agreement shall be adjusted, if and to the extent reasonably necessary, in the event and to the extent that (i) FNT fails to timely submit material data or materials in the prescribed form or in accordance with the requirements of this Agreement, (ii) FNT fails to perform on a timely basis, the material functions or other responsibilities of FNT described in this Agreement, (iii) FNT or any governmental agency authorized to regulate or supervise FNT makes any special request, which is affirmed by FNT and/or compulsory on FNI Co, which affects FNI Co's normal performance schedule, or (iv) FNT has modified the LSI Processes, Documentation or Modifications in a manner affecting FNI Co's

---

burden. In addition, if any of the above events occur, and such event results in an increased cost to FNI Co, FNI Co shall estimate such increased costs in writing in advance and, upon FNT's approval, FNT shall be required to pay any and all such reasonable, increased costs to FNI Co upon documented expenditure, up to 110% of the estimate.

14. NOTICES.

14.1. Notices. Except as otherwise provided under this Agreement or in the Exhibits, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient. Written notice may be delivered in person or sent via reputable air courier service and addressed as set forth below:

If to FNT: Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: President

with a copy to: Fidelity National Title Group, Inc.
601 Riverside Avenue

Jacksonville, FL 32204
Attn: General Counsel

If to FNI Co:	Fidelity National Information Services, LLC 601 Riverside Avenue Jacksonville, FL 32204 Attn: President
with a copy to:	Fidelity National Information Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: General Counsel

14.2. Change of Address. The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

15. WARRANTIES.

15.1. Performance of Obligations. Each Party represents and warrants to the other that it shall perform its respective obligations under this Agreement, including Exhibits and Schedules, in a professional and workmanlike manner.

15.2. Compliance With Law. FNI Co warrants that (i) it has the power and corporate authority to enter into and perform this Agreement, (ii) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (iii) it has sufficient right, title and interest (or another Subsidiary of FNI Co has or will grant it sufficient license rights) in the LSI Processes to grant the licenses herein granted, and (iv) it has received no written notice of any third party claim or threat of a claim alleging that any part of the LSI Processes infringes the rights of any third party in any of the United States. FNT warrants that (i) it has the power and corporate authority to enter into and perform this Agreement, (ii) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law, (iii) it has received no written notice of any third party claim or threat of a claim alleging that any part of the LSI Processes infringes the rights of any third party in the United States.

15.3. Exclusive Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY AGREES THAT ALL REPRESENTATIONS AND WARRANTIES THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY EXCLUDED AND DISCLAIMED.

16. MISCELLANEOUS.

16.1. Assignment. Except as set forth herein, neither Party may sell, assign, convey, or transfer the licenses granted hereunder or any of such Party's rights or interests, or delegate any of its obligations hereunder without the written consent of the other Party, provided, however, that the Parties hereby agree and acknowledge that, upon the consummation of the Merger, Certegy shall be a permitted assignee of FNI Co. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning Party's successors and assigns. Either Party may assign this Agreement to any Subsidiary that is not a Competitor except that the assigning Party shall remain responsible for all obligations under this Agreement including the payment of fees. Notwithstanding anything contained herein to the contrary, FNT may not assign this Agreement to a Competitor.

16.2. Severability. Provided FNT on behalf of the Permitted Subsidiaries retains quiet enjoyment of the LSI Processes, if any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the Parties under this Agreement or any Exhibit or Schedule, in which

case the unenforceable portion shall be replaced by one that reflects the Parties original intent as closely as possible while remaining enforceable.

16.3. Third Party Beneficiaries. Except as set forth herein, the provisions of this Agreement are for the benefit of the Parties and not for any other person. Should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

16.4. Governing Law; Forum Selection; Consent of Jurisdiction. This Agreement will be governed by and construed under the laws of the State of Florida, USA, without regard to principles of conflict of laws. The Parties agree that the only circumstance in which disputes between them, not otherwise excepted from the resolution process described in Section 109, will not be subject to the provisions of Section 10 is where a Party makes a good faith determination that a breach of the terms of this Agreement by the other Party requires prompt and equitable relief. Each of the Parties submits to the personal jurisdiction of any state or federal court sitting in Jacksonville, Florida with respect to such judicial proceedings. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or to other security that might be required of such Party with respect thereto. A Party may make service on the other Party by sending or delivering a copy of the process to the Party to be served at the address set forth in Section 14.1 above. Nothing in this Section, however, shall affect the right of either Party to serve legal process in any other manner

permitted by law or in equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

16.5. Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

16.6. Construction. The headings and numbering of sections in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of this Agreement or the particular section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against either Party because that Party drafted or caused its legal representative to draft any of its provisions.

16.7. Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto and the agreements referenced herein constitute the entire agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, marketing brochures, correspondence and undertakings related thereto. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate

---

the Prior LSA Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior LSA Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

16.8. Amendments and Waivers. This Agreement may be amended only by written agreement signed by duly authorized representatives of each Party. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of both Parties. No course of dealing or failure of a Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. "FNI Co Group" means FNI Co, Subsidiaries of FNI Co, and each Person (defined below) that FNI Co directly or indirectly controls (within the meaning of the Securities Act) immediately after the Effective Date, and each other Person that becomes an Affiliate of FNI Co after the Effective Date. "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency, or political subdivision thereof.

16.9. Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

16.10. Taxes. All charges and fees to be paid under this Agreement are exclusive of any applicable sales, use, service or similar tax which may be assessed currently or in the future on the LSI Processes or related services provided under this Agreement. If a sales, use, services or a similar tax is assessed on the LSI Processes or related services provided to FNT for the benefit of the Permitted Subsidiaries under this Agreement, FNT will pay directly, reimburse or indemnify FNI Co for such taxes as well as any applicable interest and penalties. FNT shall pay such taxes in addition to the sums otherwise due under this Agreement. FNI Co shall, to the extent it is aware of taxes, itemize them on a proper VAT, GST or other invoice submitted pursuant to this Agreement. All property, employment and income taxes based on the assets, employees and net income, respectively, of FNI Co shall be FNI Co's sole responsibility. The Parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances and shall provide and make available to each other any withholding certificates, information regarding the location of use of the LSI Processes or provision of the services or sale and any other exemption certificates or information reasonably requested by either Party.

16.11. Press Releases. The Parties shall consult with each other in preparing any press release, public announcement, news media response or other form of release of information concerning this Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither Party shall issue or cause the publication of any such Press Release without the prior written consent of the other Party; except that nothing herein will prohibit either Party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such Party or its affiliates, in which case the Party wishing to make such disclosure will, if practicable under the circumstances, notify the other Party of the proposed time of issuance of such Press Release and consult with and allow the other Party reasonable time to comment on such Press Release in advance of its issuance.

16.12. Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Raymond R. Quirk

Raymond R. Quirk
Chief Executive Officer

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(to be known as Fidelity National Information Services, LLC)

By /s/ Michael L. Gravelle

Michael L. Gravelle
Senior Vice President

Exhibit 99.17

AMENDED AND RESTATED LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), effective as of February 1, 2006, is by and between **Fidelity Information Services, Inc.**, an Arkansas corporation ("Landlord"), and **Fidelity National Title Group, Inc.**, a Delaware corporation ("Tenant"), with reference to the following recitals.

WHEREAS, Landlord is the owner of certain real property and improvements comprising a corporate campus located at 601 Riverside Drive, in the city of Jacksonville, county of Duval, state of Florida; and

WHEREAS, Landlord previously entered into a Lease Agreement dated as of January 1, 2005 (the "FNF Lease") with Fidelity National Financial, Inc., a Delaware corporation ("FNF"), for the leasing to FNF of a portion of Landlord's real property and improvements; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and Tenant, Tenant assumed, with the consent of Landlord, all of FNF's rights and obligations under the FNF Lease, and Landlord and Tenant entered into a novation of the rights and obligations under the FNF Lease so that Tenant would be the clear party in interest in the leasing of the applicable portion of Landlord's real property and improvements, such novation being set forth in a Lease Agreement dated as of September 27, 2005 (the "Prior Lease Agreement") between Landlord and Tenant; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), C Co Merger Sub LLC ("Merger Co"), and Fidelity National Information Services, Inc., a Delaware corporation and the parent of Landlord ("FNI Co"), including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the parties wish to amend and restate the Prior Lease Agreement in its entirety and to set forth their agreement on the allocation of costs related to the space leased;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises.

1.1 **Initial Premises**. Landlord hereby leases to Tenant office space (collectively, the "Premises") located on various floors in the 13-story main office building, in the building generally designated as "Building 2", and/or in any of the other buildings that Landlord owns or leases from time to time that are part of the corporate campus located at 601 Riverside Avenue, Jacksonville, Florida (the "Corporate Campus"). The parties further acknowledge and agree that, initially hereunder, the Premises constitutes 25% ("Tenant's Share") of the 484,586 rentable

square feet of space at the Corporate Campus, it being understood that the parties anticipate that Tenant's Share shall fluctuate and change as and when the rentable square feet of space allocated and leased to Tenant hereunder changes.

1.2 **Reallocations of Space**. Notwithstanding any other provision herein or in any other agreement or instrument to the contrary, the parties understand and acknowledge that Landlord and Tenant anticipate that there will be reallocations of office space among Landlord, Tenant and other entities that are affiliates of FNF, including one or more reallocations during calendar year 2006. The parties hereby agree that Tenant's Share may, by mutual agreement, increase or decrease from time to time during the term of this Lease, in which case the parties shall memorialize the changes in (i) rentable square footage of the Premises, (ii) Tenant's Share and (iii) monthly Base Rent. In such event, Tenant's Base Rent and Additional Rent shall be re-calculated based on the rentable square foot leased and allocated to Tenant, determined as a percentage of the total rentable square foot of office space available at the Corporate Campus.

2. Term. The initial term of this Lease shall be for three (3) years commencing January 1, 2005 ("Commencement Date") and terminating on December 31, 2007 ("Initial Term").

3. Rent.

3.1 **Base Rent.** Tenant shall pay to Landlord base rent ("Base Rent"), at an annual rate of $23.05 per rentable square foot, in equal monthly installments of $232,566.81 without prior notice or demand, in advance, on the first day of each calendar month at such place as Landlord may direct, in writing. If the Term commences on a day other than the first day of a calendar month, Tenant shall pay to Landlord, on or before the Commencement Date of the Term, a pro rata portion of the monthly installment of Base Rent, such pro rata portion to be based on the actual number of calendar days remaining in such partial month after the Commencement Date of the Term. If the Term shall expire on other than the last day of a calendar month, such monthly installment of Base Rent shall be prorated for each calendar day of such partial month. If any portion of Base Rent or other sum payable to Landlord hereunder shall be due and unpaid for more than fifteen (15) days after written notice from Landlord to Tenant that such payment has not been received, it shall thereafter bear interest at a rate equal to twelve percent (12%) per annum (the "Default Rate").

3.2 **Additional Rent.** In addition to paying Base Rent, for each calendar year commencing with calendar year 2005, Tenant shall pay as additional rent ("Additional Rent" and, together with Base Rent, collectively, the "Rent") Tenant's Share of Landlord's reasonable estimate of operating expenses for the entire Corporate Campus ("Operating Expenses") that are in excess of the Operating Expenses applicable to the 2004 base year (the "Base Year"), which for the purposes of this Lease, the Tenant's Share of Operating Expenses in the Base Year are $23.05 per rentable square foot per year. Landlord reasonably estimates Tenant's Additional Rent for the calendar year 2005 is $5.44 per rentable square foot or $54,887.79 per month, which when combined with the Base Rent shall result in a monthly Rent payment of $287,454.60, which is equal to $28.49 per rentable square foot for 2005. Commencing January 1, 2005, and otherwise as set forth herein, Tenant shall pay Additional Rent at the same times and in the same manner as Base Rent. Landlord shall adjust Additional Rent on an annual basis in 2006 and 2007 based on the same above principles. Tenant shall be liable to Landlord for the entire cost

(as opposed to Tenant's Share) of Landlord's costs of providing any services or materials exclusively to Tenant.

3.2.1 Calculation and Payment. Landlord shall deliver to Tenant on or before the first day of March following the end of each year following the Base Year (an "Expense Year") a statement setting forth (i) the amount Tenant paid as Rent for the applicable Expense Year, and (ii) the actual amount of Tenant's Share of Operating Expenses for the applicable Expense Year. If the amount Tenant paid as Rent for the applicable Expense Year exceeds the actual amount of Tenant's Share of Operating Expenses for the applicable Expense Year, then Landlord shall credit such difference on Tenant's next payment(s) of Rent. If the amount Tenant paid as Rent for the applicable Expense Year was less than the actual amount of Tenant's Share of Operating Expenses for the applicable Expense Year, then Tenant shall pay such difference as Additional Rent to Landlord on Tenant's next payment of Rent. Landlord's failure to furnish such statement for any Expense Year in a timely manner shall not prejudice Landlord from enforcing its rights hereunder. Even if the Lease term has expired and Tenant has vacated the Premises, if an excess or shortfall exists when the final determination is made, Tenant shall immediately pay or receive a credit of such excess or shortfall.

3.2.2 Items Included in Operating Expenses. Except as otherwise set forth herein, the term "Operating Expenses" includes all expenses, costs, and amounts of every kind that Landlord pays or incurs during any Expense Year because of or in connection with the ownership, operation, management, maintenance, or repair of the Corporate Campus (including the buildings thereon), including:

3.2.2.1 Tax expenses (except for excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Landlord's general or net income;

3.2.2.2 The cost of supplying utilities;

3.2.2.3 The cost of operating, managing, maintaining, and repairing utility, mechanical, sanitary, storm drainage, and elevators;

3.2.2.4 The cost of supplies and tools and of equipment, maintenance, and service contracts in connection with those systems;

3.2.2.5 The cost of providing telephone-related telecommunications services and equipment;

3.2.2.6 The cost of providing mail delivery services;

3.2.2.7 The cost of landscaping;

3.2.2.8 The cost of licenses, certificates, permits and inspections;

3.2.2.9 The cost of contesting the validity or applicability of government enactments that may affect the Operating Expenses;

3.2.2.10 The costs incurred in connection with the implementation and operation of a transportation program;

3.2.2.11 The cost of insurance carried by Landlord in amounts reasonably determined by Landlord;

3.2.2.12 The cost of parking area maintenance, repair, and restoration, including resurfacing, repainting, restriping, and cleaning;

3.2.2.13 The cost of providing security in and around the Corporate Campus (including security for the buildings on the Corporate Campus), including but not limited to the installation, operation, and maintenance of security equipment and the wages, salaries, and other compensation and benefits of all persons engaged in providing security in and around the Corporate Campus;

3.2.2.14 The cost of building depreciation and common area furniture, fixtures, and equipment amortized over the useful life of such items including, but not limited to, such items located in the lobbies of the buildings and the corporate gym and cafeteria located on the ground floor of the buildings; and

3.2.2.15 Subject to the provisions of Section 3.2.3, below, the cost of items considered capital repairs, replacements, improvements and equipment under generally accepted accounting principles consistently applied or otherwise ("Capital Items") amortized over the useful life of such items, including financing costs, if any, incurred by Landlord after the effective date of the Lease for any capital improvements installed or paid for by Landlord.

3.2.2.16 Any other costs of the Landlord included in the calculation of Operating Expenses for that calendar year and not otherwise specifically identified herein.

3.2.3 Items Excluded from Operating Expenses. Landlord and Tenant hereby expressly acknowledge and agree that the following items shall be excluded from the calculation of Operating Expense items:

3.2.3.1 Repairs or other work occasioned by the exercise of right of eminent domain;

3.2.3.2 Leasing commissions, attorneys' fees, costs and disbursements and other expenses, all of which are incurred in the connection with negotiations or disputes with Tenants, other occupants or prospective tenants;

3.2.3.3 Renovating or otherwise improving or decorating, painting or redecorating leased space for tenants or other occupants or vacant tenant space, other than ordinary maintenance provided to all tenants, except in all common areas;

3.2.3.4 Landlord's costs of electricity and other services sold separately to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge over and above the base rent and operating expense or other rental adjustments payable under the Lease with such tenant, and domestic water submetered and separately billed to tenants;

3.2.3.5 Expenses in connection with services or other benefits of a type which Tenant is not entitled to receive under the Lease but which are provided to another tenant or occupant;

3.2.3.6 Cost incurred due to violation by Landlord or any tenant of the terms and conditions of any Lease;

3.2.3.7 Interest on debt or amortization payments on any mortgage or mortgages and under any ground or underlying leases or lease with respect to the Premises;

3.2.3.8 Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;

3.2.3.9 Any particular items and services for which Tenant otherwise reimburses Landlord by direct payment over and above Base Rent and Operating Expense adjustment, including but not limited to any services covered in any transition services agreement such as data management services, interexchange services (i.e., private line, paging, cellular), corporate voicemail, and electronic messaging services (i.e., Exchange 2000, Active directory, and SMTP routing and support);

3.2.3.10 Advertising and promotional expenditures;

3.2.3.11 Any expenses for which Landlord is compensated through proceeds of insurance;

3.2.3.12 Any and all costs arising from the release of hazardous materials or substances (as defined by applicable laws in effect on the date the Lease is executed) in or about the Premises, the Corporate Campus (including the buildings thereon), or the Land in violation of applicable law including, without limitation, hazardous substances in the ground water or soil, not placed by Tenant in the Premises, the buildings on the Corporate Campus, or the land on which the Corporate Campus is situated;

3.2.3.13 Costs incurred in connection with upgrading the Corporate Campus (including the buildings) to comply with violations of disability, life, fire and safety codes, ordinances, statutes, or other laws in effect prior to the effective date of the Lease, including, without limitation, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) ("ADA") and any penalties or damages incurred due to such non-compliance; provided, however, Tenant shall pay Tenant's share of the amortized costs incurred by Landlord to comply with ADA violations cited

during the term of this Lease; and provided further however, Tenant shall bear one hundred percent (100%) of the costs associated with ADA violations cited with respect to alterations made by Tenant;

3.2.3.14 Any and all costs associated with the maintenance and operation of the data center located on the Corporate Campus provided, however, that Tenant shall pay Tenant's Share of landscaping and parking costs associated with such data center; and

3.2.3.15 Any and all costs associated with the telephone switch space leased by Landlord to Alltel Corporation, provided, however, that Tenant shall pay Tenant's Share of landscaping and parking costs associated with such space.

3.2.4 Cost Allocation Agreement. Without limiting the foregoing or any other provision of this Agreement, the Parties agree that they may from time to time enter into cost allocation agreements or other contractual arrangements with respect to the allocation of the operating costs of the buildings on the Corporate Campus as between Landlord, Tenant, and/or other parties.

3.3 **Audit.** Tenant shall have the right at all reasonable times within sixty (60) days after Landlord has provided Tenant with a statement of the actual Operating Expenses, and at its sole expense, to audit Landlord's books and records relating to this Lease for that Expense Year. Should such an audit disclose a discrepancy between actual Operating Expense and what Tenant paid for Tenant's Share of such Operating Expenses and such discrepancy is equal to or greater than two percent (2%), Landlord shall not only refund the discrepancy amount to Tenant but also pay for the actual cost of such audit upon being billed therefor by Tenant.

4. Use of Premises. Tenant shall have the right to use and occupy the Premises for the purpose of general office. Landlord covenants and agrees that throughout the term of this Lease, Tenant shall be entitled to a reasonable number of parking spaces for its employees, customers and visitors.

5. Quiet Enjoyment. Landlord warrants to Tenant that Landlord is the owner of the Premises and the buildings that the Premises are located in on the Corporate Campus, and that Landlord may rightfully enter into this Lease. Landlord shall protect, defend and indemnify Tenant against any interference with Tenant's use and quiet enjoyment of the Premises.

6. Taxes. Landlord shall be responsible for the payment of all taxes assessed on the Premises during the Term, subject to Tenant's obligation to reimburse Landlord for Tenant's Share thereof, and Tenant shall be responsible for the payment of taxes assessed upon any of Tenant's personal property located on the Premises. Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any rent tax, sales tax or service tax generated as result of this Lease.

7. Insurance. Tenant shall pay its pro rata share of all premiums for fire insurance, extended coverage insurance, liability insurance, "other perils" insurance, and other insurance carried by Landlord on or with respect to the Premises. Tenant's pro rata share of the insurance premiums, regardless of the manner in which they are to be paid, shall be deemed to be

additional rental due under this Lease. If the premiums should increase or decrease at any time, Tenant's pro rata share and Tenant's payments shall be appropriately adjusted.

7.1 **Liability Insurance.** Tenant and Landlord shall each separately maintain at all times during the Initial Term and any Renewal Term and keep in force for their mutual benefit, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than $5,000,000 combined single limit. Such insurance may be covered under a blanket policy covering the Premises and other locations of Tenant or an affiliate corporation or entity. Certificates of all policies of insurance shall be delivered to the party requesting the certificates or parties designated by the party requesting the certificates upon written request.

7.2 **Waiver of Subrogation.** Both Tenant and Landlord agree to seek a waiver of subrogation clause from their respective insurers which establishes a waiver of the insurer's subrogation against Landlord or Tenant as the case may be for any property loss (real/personal property or improvements/betterments) caused by the other. Any policy or policies of insurance procured by Landlord or Tenant, covering direct or indirect property loss, shall include a waiver of subrogation clause in favor of the other party as the case may be.

8. Utilities. Landlord and Tenant agree that the Corporate Campus (including the buildings located thereon) is already connected for sewer, water, gas, and electricity. Subject to Tenant's obligations to pay Tenant's Share of the cost Landlord incurs in supplying utilities to the common areas, Tenant shall pay all utility expenses incurred by Tenant in connection with Tenant's use of the Premises (collectively, "Tenant's Utility Expenses"). In the event utility service is interrupted to the Premises due to the need for maintenance and repair to the utility lines, Landlord shall immediately commence restoration and repairs of the lines and conduits in order that said utility service shall be resumed at the earliest possible time. If Landlord shall fail to make such repairs after written notice from Tenant, Tenant may do so at Landlord's expense. Additionally, should there be an interruption in the utilities for more than 24 hours due to the Landlord's gross negligence, rent shall be abated until the utilities are restored.

9. Maintenance and Repairs. Structural portions of the Premises, including the roof, foundation, exterior walls and load bearing interior walls, shall be maintained and repaired by Landlord except to the extent repairs are made necessary by the acts of Tenant. Except for the repairs and maintenance Landlord is specifically obligated to make under this Section, Tenant shall maintain and keep the entire Premises including all partitions, doors, ceiling, fixtures, equipment and appurtenances thereof in good order, condition and repair, reasonable wear and tear excepted at the sole expense of Tenant. To the extent an HVAC system serves the Premises exclusively, Tenant shall be responsible for maintaining an HVAC service contract for routine filter changing and general upkeep. Landlord may disapprove the contractor, provided however, its approval may not be unreasonably withheld, conditioned or delayed.

10. Common Area Maintenance. Landlord shall keep the common area in good repair during the term or extension thereof, reasonable wear and tear excepted.

11. Alterations and Improvements. Tenant shall have the right at any time throughout the term of this Lease and any extensions hereof, to make or cause to be made, any alterations, additions, or improvements, or install or cause to be installed any trade fixture, signs, floor covering, interior or exterior painting or lighting, plumbing fixtures, shades or awnings, as Tenant may deem necessary or suitable with Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. Upon the expiration of the Initial Term of this Lease, Tenant shall have the option to remove such alterations, decorations, additions or improvements made by it, provided any damage to Premises resulting from such removal is repaired. Also, upon the expiration of the Initial Term of this Lease, Tenant if requested by Landlord shall remove any signs and repair any damages to the Premises resulting from such removal. During the term, Tenant shall not make any alterations, additions, improvements, non-cosmetic changes or other material changes to the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant shall be permitted to make Minor Alterations (as defined below) without Landlord's prior written consent. Minor Alterations, as used herein, shall be defined as any alterations, improvements, etc. made to the Premises (excluding the facade thereof) which do not affect the structure of the buildings, their systems or equipment. If Landlord approves any alterations, additions, improvements, etc., Landlord shall notify Tenant, in writing, along with Landlord's approval notice, of whether Tenant shall, upon termination of this Lease, either: (i) remove any such alterations or additions and repair any damage to the Premises (or the buildings in which the Premises are located) occasioned by their installation or removal and restore the Premises to substantially the same condition as existed prior to the time when any such alterations or additions were made, or (ii) reimburse Landlord for the cost of removing such alterations or additions and the restoration of the Premises.

12. Fire or Casualty. If more than twenty-five percent (25%) of the Premises or the use, occupancy or access to or of the Premises shall be destroyed in whole or in part by fire or other casualty, Tenant may in its reasonable discretion terminate this Lease. If less than twenty-five percent (25%) of the Premises shall be destroyed in whole or in part by fire or casualty, the Rent due during the remainder of the Lease term shall be reduced in proportion to the area destroyed, effective on the date of the casualty. Within thirty (30) days after the date of a fire or other casualty, Landlord must inform Tenant if the Premises and the buildings in which the Premises are located will be rebuilt. If the Premises is to be rebuilt and Tenant elects not to terminate the Lease, the Premises (including the office buildings in which the Premises are located, must be rebuilt and ready for occupancy within ninety (90) days of date of fire or other casualty. Landlord and Tenant agree and covenant that neither shall be liable to the other for loss arising out of damage to or destruction of the Premises or contents thereof when such loss is caused by any perils included within, and covered by, standard fire and extended coverage insurance policy of the state of Florida. This agreement shall be binding whether or not such damage or destruction is caused by negligence of either party or their agents, employees or visitors. Landlord agrees to carry fire and extended coverage to the extent required by its lender, and if there is no lender, in an amount satisfactory to Landlord.

13. Eminent Domain. If more than twenty-five percent (25%) of the Premises (or the use, occupancy or access to or of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if the owner elects to convey title to the condemnor by a deed in lieu

of condemnation, then Tenant may in its discretion terminate the Lease and be relieved from further liability hereunder. If less than twenty -five percent (25%) of the Premises (or the use, occupancy or access to or of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if Tenant elects not to terminate this Lease, the Rent due during the remainder of the Lease term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority; provided, however, that in the event Tenant cannot reasonably operate its business at the Premises due to such partial taking, Tenant shall be permitted to terminate this Lease by written notice to Landlord.

14. Tenant's Default.

14.1 Any other provisions in this Lease notwithstanding, it shall be an event of default ("Event of Default") under this Lease if: (i) Tenant fails to pay any installment of rent or any other sum payable by Tenant hereunder when due and such failure continues for a period of ten (10) days after written notice from Landlord to Tenant that such payment has not been received, or (ii) Tenant fails to observe or perform any other material covenant or agreement of Tenant herein contained and such failure continues after written notice given by or on behalf of Landlord to Tenant for more than thirty (30) days, provided, however, that if such non-monetary Event of Default by Tenant cannot reasonably be cured within such thirty (30) day period, and provided further that Tenant is proceeding with due diligence to effect a cure of said Event of Default, no Event of Default hereunder shall be declared by Landlord if Tenant continues to proceed with diligence to cure said Event of Default, but in no event shall such cure period extend beyond ninety (90) days following notice from Landlord of such violation, default or breach, or (iii) Tenant files a petition commencing a voluntary case, or has filed against it a petition commencing an involuntary case, under the Federal Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or under any similar law, or files or has filed against it a petition or answer in bankruptcy or for reorganization or for an arrangement pursuant to any state bankruptcy law or any similar state law, and, in the case of any such involuntary action, such action shall not be dismissed, discharged or denied within sixty (60) days after the filing thereof, or Tenant consents or acquiesces in the filing thereof, or (iv) a custodian, receiver, trustee or liquidator of Tenant or of all or substantially all of Tenant's property or of the Premises shall be appointed in any proceedings brought by or against Tenant and, in the latter case, such entity shall not be discharged within sixty (60) days after such appointment or Tenant consents to or acquiesces in such appointment, or (v) Tenant shall generally not pay Tenant's debts as such debts become due, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due. The notice and grace period provisions in clauses (i) and (ii) above shall have no application to the Events of Default referred to in clauses (iii) through (v) above.

14.2 If Tenant shall fail to make any payment of rent when due or if Tenant shall fail to keep and perform any express written covenant of this Lease and shall continue in default for a period of ten (10) days after Tenant has received written notice of such default and demand of performance from Landlord, Landlord may commence judicial proceedings, provided, however, if any default shall occur (other than in the payment of rent) which cannot be cured within a period of thirty (30) days and Tenant, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate such default and proceeds diligently to

take steps to cure the same, Landlord shall not have the right to declare the term ended by reason thereof for an additional period of sixty (60) days.

14.3 In the event of any such Event of Default, Landlord at any time thereafter may at its option exercise any remedies available to Landlord at law or in equity, including, without limitation, one or more of the following remedies:

(i) Termination of Lease. Landlord may terminate this Lease, by written notice to Tenant, without any right by Tenant to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof. Upon such termination Tenant shall immediately surrender possession of the Premises to Landlord, and Landlord shall immediately become entitled to receive from Tenant an amount equal to the difference between the aggregate of all rent reserved under this Lease for the balance of the Initial Term or Renewal Term, as the case may be, and the fair rental value of the Premises for that period, determined as of the date of such termination, and reduced by the amount Landlord may obtain upon reletting, discounted to present value at the rate of ten percent (10%).

(ii) Reletting. With or without terminating this Lease, as Landlord may elect, Landlord may, by summary proceedings, re-enter and repossess the Premises, or any part thereof, and lease them to any other person upon such terms as Landlord shall deem reasonable, for a term within or beyond the term of this Lease; provided, that any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (i) all rent and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant after deducting from such proceeds all of Landlord's actual expenses, attorneys' fees, employees' expenses, reasonable alteration costs, expenses of preparation for such reletting and all other actual costs and expenses incurred as a result of Tenant's breach of this Lease. Landlord shall use commercially reasonable efforts to relet the Premises. If the Premises are at the time of default sublet or leased by Tenant to others, Landlord may, as Tenant's agent, collect rents due from any subtenant or other tenant and apply such rents to the rent and other amounts due hereunder without in any way affecting Tenant's obligation to Landlord hereunder.

(iii) Injunction. In the event of breach by either party of any provision of this Lease, the other party shall have the right of injunction and the right to invoke any remedy allowed at law or in equity in addition to other remedies provided for herein.

(iv) No Exclusive Right. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(v) Expenses. In the event that either Landlord or Tenant exercises any of the remedies provided herein, the wrongful party shall pay to the other all actual expenses incurred in connection therewith, including reasonable attorneys' fees.

15. Landlord's Default. If Landlord shall be in default or shall fail or refuse to perform or comply with any of his obligations under this Lease and shall continue in default for a period of thirty (30) days after Tenant has given Landlord written notice of such default and demand of performance, Tenant may

remedy the same and deduct the cost thereof from subsequent installments of rent or terminate the Lease and recover from Landlord any and all damages Tenant may have incurred due to such default or failure. Upon any default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity.

16. **Assignment and Sub-letting.** Tenant shall not have the right to assign, sublet, transfer, or encumber this Lease or its rights hereunder or any part thereof at any time without the Landlord's prior written consent, except for the Permitted Transfers (defined below). A "Permitted Transfer" means an assignment or sublet to (i) any entity controlled by, controlling, or under common control with Tenant (a "Tenant Affiliate") or a Tenant Affiliate, including without limitation FNF, or (ii) any entity with which Tenant or a Tenant Affiliate may merge or consolidate, which acquires all or substantially all of the assets or shares of stock of Tenant or a Tenant Affiliate, or (iii) any entity that is the successor in the event of a reorganization. In instances other than Permitted Transfers, Landlord agrees not to withhold or delay its written consent if to do so would be commercially unreasonable. In the event of any assignment of this Lease by Tenant, Tenant shall not be and is not relieved of any liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after said assignment; provided, however that the Tenant's assignee assumes all obligations of Tenant hereunder and attorns to Landlord for such obligations. Landlord may assign this Lease (x) upon and after the consummation of the Merger, to Merger Co or Certegy, or (y) in connection with the sale or financing of the Demised Premises provided that (i) no such assignment may impose upon Tenant any obligations greater than set forth in the Lease; and (ii) Landlord gives notice to Tenant within thirty (30) days following the effective date of the assignment which contains the assignee's name, address, telephone number, and the name of the individual handling the affairs relating to this Lease. Any rents received by Landlord hereunder, which in fact belong to the assignee of Landlord, shall be held in trust by Landlord and forwarded immediately to the assignee of Landlord. In the event of any assignment or sublease, Tenant shall remain responsible for the payment of rent and for the performance of all terms, covenants and conditions undertaken by Tenant pursuant to this Lease unless otherwise agreed to by Landlord in writing.

17. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Lease, Tenant shall occupy the Premises from month to month at a rental rate of 150% of the applicable rental rate during the last month of the term, subject to all of the covenants of this Lease insofar as consistent with such a tenancy. The provisions of this Section 17 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

18. **Signage.** Landlord and Tenant hereby agree that FNF has retained and shall retain, throughout the term of the Lease, the signage rights it presently has on the exterior of the buildings on the Corporate Campus, the monument signage at Riverside Avenue, directory and suite entry signage. Landlord and Tenant agree that the only other signage that may appear on the exterior of the buildings on the Corporate Campus and on the exterior monument signage

---

during the term hereof shall be that of Landlord, Tenant or FNF. Landlord and Tenant agree that any proposed change of the monument and building signage from that existing on the Commencement Date of this Lease shall require the mutual agreement of both Landlord and Tenant, provided, however, that so long as FNF either (i) owns or controls, directly or indirectly, more than fifty percent (50%) of the Ownership Interests (as hereinafter defined) in each of Landlord and Tenant or (ii) owns or controls less than fifty percent (50%) of the Ownership Interests in Landlord or Tenant, but remains the largest holder of Ownership Interest in both Landlord and Tenant, then such proposed change shall also require the prior consent of FNF. If the parties are unable to reach agreement on any such proposed change to the monument or building signage, then the matter shall be referred to the Chief Executive Officers of each of Landlord and Tenant, provided, however, that so long as FNF either (X) owns or controls, directly or indirectly, more than fifty percent (50%) of the Ownership Interests in both Landlord and Tenant or (Y) owns or controls less than fifty percent (50%) of the Ownership Interests in Landlord or Tenant, but remains the largest holder of Ownership Interests in both Landlord and Tenant, then the matter shall instead be referred to the Chief Executive Officer of FNF for resolution. For purposes hereof, "Ownership Interest" means the stock (or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body).

19. **Hazardous Materials.** Landlord and Tenant agree to indemnify and hold harmless the other from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the lease term from or in connection with the presence or suspected presence of hazardous substances in, on or beneath the Premises, unless the hazardous substances are present as the result of negligence, willful misconduct or other acts of the party otherwise so indemnified, its agents, employees, contractors or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation by a federal, state or local agency or political subdivision, unless the hazardous substances are present solely as the result of negligence, willful misconduct or other acts of the party otherwise so indemnified, its agents, employees, contractors or invitees. This indemnification shall specifically include any and all costs due to hazardous substances which flow, diffuse, migrate or percolate into, onto or under the Premises after the Commencement Date. Each of the parties agrees to comply with all laws, codes, rules, and regulations of the United States, the State of Florida. Tenant agrees that it will not store, keep, use, sell, dispose of or offer for sale in, upon or from the Premises any article or substance which may be prohibited by any insurance policy in force from time to time covering the buildings in which the Premises are located, nor shall Tenant keep, store, produce or dispose of on, in or from the Premises or the buildings in which the Premises are located any substance which may be deemed a hazardous substance or infectious waste under any state, local or federal rule, statute, law, regulation or ordinance as may be promulgated or amended from time to time. As used herein, "hazardous substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government or poses a threat to human health or the environment, and includes any and all material and substances which are defined as "hazardous waste", "toxic substances" or a "hazardous substance" pursuant to state, federal or local governmental law, including, but not restricted to, asbestos, polychlorobiphenyls and petroleum.

---

20. **Americans with Disabilities Act.** Each of Landlord and Tenant represents and warrants that any alterations, modifications, upfit or construction performed by it shall be performed in compliance with the ADA.

21. **Subordination.** Subject to the covenant given by Landlord in this paragraph to obtain nondisturbance and attornment agreements with any mortgage or beneficiary of a deed of trust encumbering the property, Tenant agrees that this Lease is and shall remain subject and subordinate to any mortgage given by Landlord on the property or the buildings in which the Premises are located, and Landlord's interest in this Lease may be assigned as security for any present and future mortgages or deeds of trust attaching the property and all renewals, modifications, replacements and extensions thereof. However, Landlord shall enter only into financing and mortgage agreements which allow Tenant to retain its leasehold interest in the Premises provided Tenant is not in default under this Lease and which obligates Tenant to abide by all the terms, covenants and conditions of this Lease in the event the mortgagee takes title to the Premises

through foreclosure or accepts a deed in lieu of foreclosure. At any time and from time to time upon not less than fifteen (15) days' prior notice by Landlord to Tenant, Tenant shall, without charge, execute, acknowledge and deliver to Landlord a statement prepared by Landlord, in a form for Tenant to fill in and sign, certifying whether (i) this lease is unmodified and in full force and effect (or if there have been modifications, whether the same is in full force and effect as modified and stating the modifications), (ii) the Term has commenced and Base Rent and Additional Rent have become payable hereunder and, if so, the dates to which they have been paid, (iii) whether or not, to the knowledge of the signer of such certificate, Landlord is in default in performance of any of the terms of this Lease and, if so, specifying each such default of which the signer may have knowledge, (iv) Tenant has accepted possession of the Premises, (v) Tenant has made any claim against Landlord under this Lease and, if so, the nature thereof and the dollar amount, if any, of such claim, (vi) Tenant then claims any offsets or defenses against enforcement of any of the terms of this Lease upon the part of Tenant to be performed, and, if so, specifying the same, and (vii) such further information with respect to the Lease or the Premises as Landlord may reasonably request. Any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Premises or any part thereof or of the interest of Landlord in any part thereof, by any mortgagee or prospective mortgagee thereof, by any lessor or prospective lessor thereof, by any lessee or prospective lessee thereof, or by any prospective assignee of any mortgage thereof.

22. Attorney's Fees. In connection with any litigation arising out of this Lease, the prevailing party, Tenant or Landlord, shall be entitled to recover all costs incurred, including reasonable attorney's fees.

23. Limitation on Liability. Neither party is liable to the other for under this lease for any special, incidental, punitive or consequential damages of any kind or nature, including, without limitation, any lost profits or loss of business. Notwithstanding anything to the contrary, Landlord is not liable for flood water damage unless Landlord is grossly negligent or willful misconduct. Landlord shall not be liable to Tenant or to Tenant's employees, agents or invitees, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Premises or the common area caused by the negligence, acts or omissions, or misconduct of Tenant, its employees, or of any other person entering the buildings in which the Premises are located under the express or implied invitation of Tenant, or arising

out of the use of the Leased Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this Lease or resulting from any other cause whatsoever, except Landlord's gross negligence; and Tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, cost, expense or claims arising out of any such damage or injury.

24. Services Provided by Landlord.

24.1 **Security.** Tenant shall adhere to Landlord's security procedures as they pertain to the Premises. This may include, but not be limited to, proper display of security badges, maintaining accurate employee access rosters, and assisting Landlord in the investigation of security related matters. Landlord agrees to provide Tenant with the same security services that Landlord provides throughout the Corporate Campus, subject to Tenant's compliance with Landlord's security procedures and subject to Tenant's obligation to pay Tenant's share of the cost thereof.

24.2 **Telecommunications.** Landlord shall provide to Tenant and its affiliates phone and voicemail equipment system, together with services for such system, for its operations at the Premises, 10301 Deerwood Park Boulevard, Jacksonville, FL., 32256, and any airplane hangar used by Tenant or FNF at Jacksonville International Airport, in accordance with the terms set forth in Schedule A attached hereto.

24.3 **Mail Services.** Landlord covenants and agrees that throughout the term of this Lease Landlord shall provide Tenant with mail delivery services within the Corporate Campus.

25. Memorandum of Lease. Tenant shall not record this Lease or a Memorandum of Lease.

26. Notices. Any notice, report, statement, approval, consent, designation, demand or request to be given under this Lease shall be effective when made in writing, deposited for mailing with the United States Postal Service and addressed to Landlord or Tenant at the following addresses:

LANDLORD:	Fidelity Information Services, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Fred Parvey, Vice President Phone: 904-854-8100
TENANT:	Fidelity National Title Group, Inc. c/o Orion Realty Group 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Sam Kitamura, President phone: 904-854-8100

27. Miscellaneous.

27.1 **Successors and Assigns.** This Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant and their respective successors and assigns.

27.2 **Governing Law.** This Lease shall be construed under the laws of the State of Florida, without application of the conflict of law provisions thereof.

27.3 **Merger Clause.** This Lease contains the entire agreement between Landlord and Tenant regarding the Premises which are the subject of this Lease and may only be altered by a written agreement executed by both Landlord and Tenant. Without limiting the foregoing, the parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior Lease Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Lease Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

27.4 **Severability.** If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

27.5 **Force Majeure.** In the event the performance by either party of any of its obligations hereunder, except with the respect of payment of money, is delayed by reason of an act of God, strike, governmental restrictions, war, terrorist threats or acts, or any other cause, similar or dissimilar, beyond the reasonable control of the party from whom such performance is due, the period for the commencement of completion thereof shall be extended for a period equal to the period during which performance is so delayed.

27.6 **Counterparts.** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

27.7 **No Partnership Created.** The Landlord and Tenant are not and shall not be considered joint venturers, not partners, and neither shall have power to bind or obligate the other except as set forth herein.

27.8 **Headings.** The titles to the paragraphs of this Lease are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Lease, nor in any way affect this Lease.

[signature page to follow]

27.9 **Modification.** No modifications, alterations, or amendments of this Lease or any agreements in connection therewith shall be binding or valid unless in writing and duly executed by both Landlord and Tenant.

27.10 **Effectiveness**. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year above first written.

*LANDLORD***:**

FIDELITY INFORMATION SERVICES, INC.,
an Arkansas corporation

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President, General Counsel, & Secretary

*TENANT***:**

FIDELITY NATIONAL TITLE GROUP, INC.,
a Delaware corporation

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

Exhibit 99.18

AMENDED and RESTATED

MASTER INFORMATION TECHNOLOGY SERVICES AGREEMENT

between

Fidelity Information Services, Inc.

and

Fidelity National Title Group, Inc.

dated as of February 1, 2006

TABLE OF CONTENTS

		PAGE NUMBER
ARTICLE 1.	DEFINITIONS; RULES OF INTERPRETATION	1
1.1.	*Definitions*.	1
1.2.	*Rules of Interpretation.*	1
ARTICLE 2.	TERM	2
2.1.	*Initial Term*	2
2.2.	*Renewal and Extensions*.	2
ARTICLE 3.	Services	3
3.1.	*Services*.	3
3.2.	*FIS Responsible for all Service Providers and FIS Subcontractors*	5
3.3.	*Core Services*	5
3.4.	*Base Services Agreements*	5
3.5.	*Statements of Work, Right of First Look, and Additional Services.*	6
3.6.	*License Management*	7
3.7.	*Licenses and Permits*	7
3.8.	*Change Control Procedures*	7
3.9.	*Product Discontinuation*	8
3.10.	*Improved Technology and Practices.*	8
3.11.	*Disaster Recovery and Component Recovery*	8
3.12.	*Reports*	8
3.13.	*Compliance Environment*	9
3.14.	*Title to Work Product*	9
3.15.	*FIS Affiliate Statements of Work*	9
ARTICLE 4.	CUSTOMER SATISFACTION	10
4.1.	*Baseline FNT Satisfaction Survey*	10
4.2.	*FNT Satisfaction Survey*	10
ARTICLE 5.	SERVICE LEVELS; SERVICE LEVEL CREDITS; ADJUSTMENTS TO SERVICE LEVELS	10
5.1.	*Services*	10
5.2.	*Adjustment of Service Levels*	10
5.3.	*Failure to Perform; Root-Cause Analysis*	11
5.4.	*Service Level Credits*	11
5.5.	*Priority of Recovery of Services*	11
5.6.	*Service Level Measurement*	12
5.7.	*Service Level Audit*	12
ARTICLE 6.	SERVICE LOCATIONS	12
6.1.	*FIS Service Locations*	12

6.2.	*Safety and Security Procedures.*	13

ARTICLE 7.	RELATIONSHIP MANAGEMENT; DISPUTE RESOLUTION	15
7.1.	*Relationship Managers*	15
7.2.	*Escalation Procedures.*	15
7.3.	*Continuity of Services*	17
ARTICLE 8.	PROJECT STAFF	17
8.1.	*Project Staff*	17
8.2.	*Account Manager; FTEs*	18
8.3.	*Onsite Resources*	18
8.4.	*FIS Subcontractors*	18
8.5.	*Conduct of FIS Personnel*	19
8.6.	*Conduct of FNT Personnel*	19
8.7.	*Personnel Recruitment*	19
ARTICLE 9.	PROPRIETARY RIGHTS IN SOFTWARE AND SYSTEMS.	19
9.1.	*Identification of Software*	19
9.2.	*FNT Software*	20
9.3.	*FIS Proprietary Software.*	20
9.4.	FIS Third Party Software	21
9.5.	*Developed Software*	22
9.6.	*Equipment*	22
9.7.	*Systems*	23
ARTICLE 10.	REQUIRED CONSENTS	23
ARTICLE 11.	THIRD PARTY CONTRACT ADMINISTRATION AND MANAGEMENT	23
11.1.	*FIS Responsibilities*	23
11.2.	*Third Party Invoices*	23
ARTICLE 12.	DATA	24
12.1.	*Title to Data*	24
12.2.	*Return of Data*	24
12.3.	*Partial Return of Data*	24
12.4.	*Timing; Expense*	24
ARTICLE 13.	INVOICES AND PAYMENTS	24
13.1.	*Fees*	24
13.2.	*Credits*	24
13.3.	*Taxes*	24
13.4.	*Proration*	25
13.5.	*Invoicing and Payment*	25
13.6.	*Rights of Set Off*	25
13.7.	*Refundable Items*	25
13.8.	*Inflation Adjustment.*	25

13.9.	*Pass-Through Expenses*	26
ARTICLE 14.	AUDITS	26
14.1.	*Processing*	26
14.2.	*Fee Audit*	27
ARTICLE 15.	FORCE MAJEURE; TIME OF PERFORMANCE	27
15.1.	*Force Majeure*	27
15.2.	*Time of Performance and Increased Costs*	28
15.3.	*Sole and Exclusive*	28
ARTICLE 16.	CONFIDENTIALITY	29
16.1.	*Confidential Information*	29
16.2.	*Work Product Privilege*	29
16.3.	*Injunctive Relief*	30
16.4.	*Unauthorized Acts*	30
16.5.	*Publicity*	30
16.6.	*Data Privacy.*	31
ARTICLE 17.	REPRESENTATIONS AND WARRANTIES	33
17.1.	*Representations and Warranties.*	33
17.2.	*Disclaimer*	38
ARTICLE 18.	TERMINATION	38
18.1.	*Termination for Convenience*	38
18.2.	*Termination.*	38
18.3.	*Termination for Insolvency.*	39
18.4.	*Termination Assistance*	40

ARTICLE 19.	EXIT PLAN	41
19.1.	*Description of Termination Assistance Services*	41
19.2.	*Implementation*	41
ARTICLE 20.	INDEMNIFICATION	41
20.1.	*Indemnification by FIS*	41
20.2.	*Indemnification by FNT*	42
20.3.	*FIS Intellectual Property Indemnification.*	43
20.4.	*FNT Intellectual Property Indemnification.*	43
20.5.	*Indemnification Procedures*	44
20.6.	*Contribution*	44
20.7.	*Limitation of Liability.*	45
20.8.	*Exclusions*	45
ARTICLE 21.	WAIVER	45
ARTICLE 22.	INSURANCE	45
22.1.	*Coverage Required*	45
22.2.	*Insurance Documentation*	46

ARTICLE 23.	MISCELLANEOUS PROVISIONS	46
23.1.	*Notices*	46
23.2.	*Counterparts*	47
23.3.	*Headings*	47
23.4.	*Relationship*	47
23.5.	*Severability*	48
23.6.	*Entire Agreement*	48
23.7.	*Amendments*	48
23.8.	*Governing Law*	48
23.9.	*Survival*	48
23.10.	*Third Party Beneficiaries*	48
23.11.	*Acknowledgment*	49
23.12.	*Covenant of Further Assurances*	49
23.13.	*Assignment*	50

EXHIBITS

Exhibit A	Roles and Responsibilities
Exhibit B	Professional Services
Exhibit C	Base Service Agreements
Schedule C-1	Managed Operations Services
Schedule C-2	Network Services
Schedule C-3	Messaging Services
Schedule C-4	Domain and Directory Services
Schedule C-5	Infrastructure Services
Schedule C-6	Corporate Services
Schedule C-7	Security Services
Schedule C-8	Disaster Recovery Services
Schedule C-9	Application Development Services
Exhibit D	Fees
Exhibit E	Fidelity Technology Centers
Exhibit F	FNT Software as of the Effective Date
Exhibit G	INTENTIONALLY DELETED

Exhibit H	Service Levels
Exhibit I	Termination Fees
Exhibit J	Fidelity Information Security Policy
Exhibit 3.15	Form of Agreement for FIS Non-Subsidiary Affiliates

---

This **AMENDED AND RESTATED MASTER INFORMATION TECHNOLOGY SERVICES AGREEMENT**, dated as of February 1, 2006 (the "*Effective Date*"), by and between **Fidelity National Title Group, Inc.**, a Delaware corporation ("*FNT*"), and **Fidelity Information Services, Inc.**, an Arkansas corporation ("*FIS*"), (including all exhibits, attachments and Statements of Work, as may be amended or appended from time to time, the "*Agreement*").

W I T N E S S E T H:

WHEREAS, FIS previously entered into a Master Services Agreement dated as of March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF"), as the parent company of FNT and its subsidiaries, for the provision of certain information technology support and services, as more fully described herein and as set forth in the Exhibits and Schedules attached hereto and made a part hereof; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FIS, all of FNF's rights and obligations under the FNF Agreement, and FIS and FNT entered into a novation of the rights and obligations under the FNF Agreement so that FNT assumes FNF's position with respect to the information technology support and services to be provided by FIS, such novation being set forth in a Master Information Technology Services Agreement dated as of September 27, 2005 (the "Prior MSA Agreement") between FIS and FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), C Co Merger Sub, LLC ("Merger Co"), and Fidelity National Information Services, Inc. ("FNI Co"), including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the parties wish to amend and restate the Prior MSA Agreement in its entirety;

NOW, THEREFORE, for and in consideration of the agreements of the parties set forth below, FNT and FIS agree as follows:

ARTICLE 1. DEFINITIONS; RULES OF INTERPRETATION

1.1. *Definitions*.

1.2. *Rules of Interpretation.*

(a) The term "including" means "including, without limitations" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections, Exhibits or Schedules, unless expressed or indicated, are to the Articles, Sections, Exhibits or Schedules to this Agreement.

(c) Words importing persons include, where appropriate, firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Words importing the singular include the plural and vice versa. Words of the masculine gender are deemed to include the correlative words of the feminine and neuter genders.

(e) All references to a number of days mean calendar days, unless expressly indicated otherwise.

(f) The recitals to this Agreement are deemed to be a part of this Agreement.

(g) In the event of a conflict between the terms of any or all of the body of this Agreement, the Statement of Work and any other Exhibit or Schedule to this Agreement, the terms of this Agreement shall prevail to the extent of such conflict.

(h) All reference herein to this Agreement shall include the exhibits and schedules attached to this Agreement.

ARTICLE 2. TERM

2.1. *Initial Term.* The initial term of this Agreement (the "*Initial Term*") commences as of the Effective Date and shall continue until the fifth Anniversary of the Effective Date (the "*Initial Term Expiration Date*"), unless terminated earlier pursuant to Article 18.

2.2. *Renewal and Extensions*.

(a) FNT shall have the right to renew (a "*Renewal Right*") this Agreement upon the expiration of the Initial Term for a single one-year period (the "*One Year Renewal Period*") or for a single two-year period (the "*Two Year Renewal Period*"). Each such renewal period is referred to herein as a "*Renewal Period*". If FNT intends to exercise a Renewal Right, FNT shall provide FIS with a written notice of such intent (a

"*Renewal Notice*") at least six (6) months prior to the Initial Term Expiration Date. FNT's failure to provide the Renewal Notice permitted by this Section 2.2 shall be conclusive evidence of FNT's intent not to exercise a Renewal Right. The Initial Term, along with any Renewal Period, are collectively referred to herein as the "*Term*". Expiration Date shall be defined as the end of the Term ("*Expiration Date*").

(b) Upon receipt by FIS of a Renewal Notice, FNT and FIS shall commence discussions relating to the terms and conditions of this Agreement applicable to the Renewal Period. If, prior to the commencement of a Renewal Period, FNT and FIS have not agreed upon the terms and conditions applicable to this Agreement during such Renewal Period, this Agreement shall be renewed for only the One Year Renewal Period on the terms of this Agreement in effect on the Initial Term Expiration Date.

(c) Each Statement of Work arising hereunder shall have an initial term as specified therein but, in the absence of any specification, shall be coextensive with the end of the Initial Term or then-current Renewal Term and, subject to any right of earlier termination, shall thereafter renew (or terminate) on the same dates and subject to the same notice requirements as applicable to this Agreement.

ARTICLE 3. SERVICES

3.1. *Services*.

(a) As of the Effective Date and continuing throughout the Term, FIS will provide to the FNT Entities (defined immediately following), the information technology and related services that were provided by or on behalf of FIS (and Subsidiaries) to FNT Entities immediately prior to the Effective Date. For purposes of this Agreement, the term "*FNT Entities*" shall mean, collectively, at any given time, each of (i) FNT and (ii) all partnerships, firms, corporations, and entities which are, at that time, at least majority owned or otherwise controlled by FNF or FNT, but excluding, if otherwise applicable, Certegy, Merger Co (after giving effect to the Merger) and each of their respective subsidiaries. The parties recognize that prior to the Effective Date, the services were provided pursuant to an intercompany relationship and not pursuant to a written agreement. Until such time as Service Levels have been mutually agreed upon by the parties following the baseline effort described in this Section, FIS shall provide the Services in the same basic manner and quality as prior to the Effective Date. Such services, together with Additional Services (defined herein below), and services to be provided under Statements of Work, Base Services Agreements, Exhibit B, Amendments, or an equivalent, made part of this Agreement from time to time, are collectively referenced herein as the "*Services*"; the resulting operating environment to exist at the Effective Date is referenced as the "*As Is environment*". The Roles and Responsibilities described in Exhibit A shall apply only to the extent that a Base Service Agreement states that such Services will be provided. To facilitate a more detailed specification of the As Is environment, the parties shall mutually agree upon a written documented baseline plan, with the assistance of reputable, knowledgeable, mutually agreeable third party consultants (at the expense of FNT), and mutually agree upon a baseline of the As Is environment within sixty (60) days following the Effective Date. The parties agree that to the extent that Services are omitted in the descriptions in Exhibit C and from the fees in Exhibit D, the parties will work together following the Effective Date to memorialize the description of the Services in Exhibit C along with the fees therefor.

(b) FIS and FNT shall jointly prepare a non-binding technology plan (the "*Technology Plan*") within one hundred twenty (120) days after the Effective Date, and create updated Technology Plans in accordance with Section 3.10. Each Technology Plan after the first shall review and assess the immediately preceding Technology Plan. The Technology Plan shall consist of a three-year plan and an annual implementation of the plan and shall include a comprehensive

assessment and strategic analysis of FNT's then-current IT systems and services for the next three (3) years, including an assessment of the appropriate direction for such systems and the Services in light of FNT's business priorities and strategies and competitive market forces.

(c) "*Ancillary Tasks*" shall mean those tasks, services, functions and responsibilities which are incidental to and normally associated with the performance of the Services, or are reasonably necessary to perform the Services, as contemplated by this Agreement and as performed by FIS prior to the Effective Date; Ancillary Tasks are included within the concept and definition of Services and shall be performed by FIS to the same extent and in the same manner as performed prior to the Effective Date and, further, as if specifically and expressly described as a Service.

(d) FNT and FIS agree that each of the FNT Entities shall have the right to receive, use and benefit from the Services to be provided pursuant to this Agreement. For purposes of this Agreement, "*Subsidiary*" shall mean any corporation or other legal entity of which FIS controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body. FNT shall be fully responsible for compliance by each FNT Entity with the terms and conditions of this Agreement. FNT shall be the sole point of contact for FIS for all requests, communications, decisions, and approvals under this Agreement. FNT shall resolve, and FIS shall not be responsible for, any conflicts among the FNT Entities which affect FIS's performance of the Services. FIS shall look solely to FNT for the payment of Fees. An entity which ceases to be an FNT Entity shall, *ipso facto*, cease to enjoy rights hereunder, but any of the FNT Entities may use its rights hereunder to transition the former FNT Entity off the Services, for a reasonable period, not to exceed twelve (12) months, without breach hereof. In any such event, FNT shall continue to pay for Services requested by FNT and provided by FIS in support of the transitioning FNT entity or business and shall be responsible for the performance of such transitioning entity in conformity with the terms and conditions of this Agreement.

(e) Subject to Section 3.1(d) and Section 3.5 (Additional Services) and subject to the terms of the applicable Base Service Agreement, FNT shall have the right to add additional entities, additional volumes and business units to this Agreement; provided that the addition or deletion of such entities or business units does not materially affect FIS's obligations under this Agreement. Any such increase or decrease in volume resulting from the addition or deletion of entities, additional volumes or business units shall be treated as any other increase or decrease in the resource volumes invoiced to FNT. FNT shall share information with FIS necessary to allow FIS to determine which resources will be required to perform the Services and any Additional Services, subject to applicable confidentiality restrictions.

3.2. *FIS Responsible for all Service Providers and FIS Subcontractors*. The specific services to be provided under this Agreement shall be identified in the Base Services Agreements, Statement(s) of Work, Exhibits and Amendments to this Agreement as mutually agreed upon in writing by both parties. FIS will provide the Services on its own and/or through one or more subcontractors ("*FIS Subcontractors*") and FIS will be responsible and liable for compliance by the FIS Subcontractors with all applicable laws and regulations, the terms herein relating to confidentiality, data and data security, and the Fidelity Information Security Policy (attached as Exhibit J) and such additional terms as are identified by FNT to FIS as being expressly required in any subcontract. FIS shall be fully responsible for compliance by each FIS Subcontractor with the terms and conditions of this Agreement and for policing and enforcing each subcontract. FIS shall be the sole point of contact for all FIS Subcontractors for all requests, communications, decisions, and approvals under this Agreement. FIS shall resolve, and FNT shall not be responsible for, any conflicts among the FIS Subcontractors which affect performance of the Services. FNT shall be liable hereunder solely to FIS (and not to any subcontractor) for performance of this Agreement by FNT (or FNT Entities). FIS's use of an FIS Subcontractor in the performance of the Services under this Agreement shall not, under any circumstances, operate to relieve FIS of any of its obligations or liabilities under this Agreement or shift responsibility therefore to FNT.

3.3. *Core Services*. The parties agree that as a result of the baselining effort described in Section 3.1(a), certain Services will, upon mutual agreement of the parties be deemed "*Core Services*." These Core Services may include: (i) managed operations, (ii) network, (iii) e-mail/messaging, (iv) network routing, (v) technology center infrastructure, (vi) active directory and domains, (vii) security management, (viii) disaster recovery, (ix) systems development and (x) business continuity. Notwithstanding any contrary limitation of remedies for FIS failure to meet Service Levels, failure of FIS to maintain agreed Service Levels for Core Services (as set forth in Exhibit H or otherwise), may rise to a material breach of this Agreement warranting termination, may accrue elevated Service Level Credits and may be the subject of damage claims.

3.4. *Base Services Agreements.* All Base Services Agreements attached hereto as a Schedule to Exhibit C (each a "*Base Services Agreement*" and collectively, the "*Base Services Agreements*") form a part of this Agreement. All applicable terms, conditions, responsibilities and delivery schedules that apply to a particular Service are identified in the applicable Base Services Agreement(s) and shall govern the provision of the relevant Service. Each Base Services Agreement shall contain a description of the Services to be performed, the applicable Fees and the Service-specific terms, conditions, responsibilities and delivery schedules which shall govern the provision of the relevant Services. All consistent terms of this Agreement shall also apply to performance of each of the foregoing Base Services Agreements. Unless otherwise agreed to in writing by both parties, the Services to be rendered by FIS to FNT are limited to those Services that are specifically described in the Base Services Agreements and the related Ancillary Tasks. Any new terms, conditions, responsibilities or delivery schedules which may be specifically applicable to any particular Service, as they may be negotiated through the course of business, shall be set forth in writing and executed by the parties and added to this Agreement either as a new Base Services Agreement, Statement of Work or as an amendment to this Agreement. Such action shall not constitute a modification or change of any provision of this Agreement or of any provision of any other Base Services Agreement, unless expressly stated in

such written agreement. In the event of any conflict between the provisions of this Agreement and a Base Services Agreement, the terms of this Agreement shall control unless the Base Services Agreement expressly states that, in the event of conflict with this specific Agreement (and not conflicting agreements generally), the Base Services Agreement shall control.

3.5. *Statements of Work, Right of First Look, and Additional Services.*

(a) FNT may from time to time request that FIS perform services that are not specified herein (nor implied, as Ancillary Tasks) as being included in the Services ("*Additional Services*"). During the Term, if FNT wishes to outsource services similar to the Services, FNT will first request such services from FIS as FNT's preferred provider, prior to requesting them from any other service provider, as follows. Upon request by FNT in writing to the FIS Relationship Manager in detail sufficient for FIS to respond, FIS will promptly respond in an amount of time appropriate to the complexity of project, but in no event more than ten (10) days later, providing FNT, in writing, (1) (A) a description in reasonable detail of the work FIS proposes to perform to fulfill the request for Additional Services, including when appropriate suggested software and/or hardware, (B) a schedule for commencing and completing such Additional Services, and (C) FIS's full prospective charges and/or rates for completing and/or maintaining such Additional Services or (2) an estimate of time by which FIS shall provide to FNT the information set forth in subsections 3.5(a)(1)(A), (B) and (C) hereof.

(b) If FNT determines to move forward with such Additional Services from FIS on the terms offered, the parties shall work together over an appropriate period of time, not to exceed ten (10) days, to determine the following matters and develop a schedule for an appropriate Statement of Work: (1) when appropriate, any new software or hardware required by FIS to deliver the Additional Services, (2) when appropriate, if requested by FNT, the Designated Software, Equipment and run time requirements necessary to develop and operate any new applications required to deliver the Additional Services, (3) when appropriate, a description of the human resources necessary to develop and provide the Additional Services, (4) when appropriate, a list of any existing applications or hardware necessary to be used in delivering the Additional Services, and an assessment of the impact on then-current Services supported by such applications and/or hardware, (5) when appropriate, acceptance test criteria and procedures for any new applications, products, packages or services which are part of any Additional Services and (6) the applicable Fees. Thereafter, the parties shall mutually agree upon the time frame for the completion of the Statement of Work.

(c) If after FNT's receipt of FIS's initial response to FNT's request for Additional Services containing the information set forth in Section 3.5(a)(1), FNT determines to move forward with such Additional Services it may elect, in writing, to have FIS promptly commence performance of such Additional Services on a time and materials basis, in accord with the FIS response and all applicable terms herein, pending execution of a definitive Statement of Work and for an FNT-specified

period of not more than sixty (60) days. Such interim work shall be performed on a time and materials basis at the Professional Services Rate set forth in Exhibit B. If FNT indicates to FIS its desire to negotiate a Statement of Work pending, during or instead of, assuming a time and materials arrangement, the Parties shall promptly commence negotiations thereof. Either party may discontinue negotiation of the definitive Statement of Work at such party's discretion at any time. Alternatively, if the FIS response is not acceptable to FNT, FNT may propose to, or request from, FIS a revision or refinement of the form or substance of FIS's initial response. FIS will promptly (but in no event more than five (5) days later) respond with (1) a revised proposal or (2) an estimate of time by which FIS shall provide a revised proposal, and the process described above may repeat. A request by FNT for a revised proposal shall not be deemed a rejection of the original FIS proposal which may be taken up on a time and materials basis at any time within sixty (60) days of the relevant FIS response. If FIS fails to timely respond to a request for revised proposal, FNT may, for all purposes, deem such inaction as a rejection by FIS of the opportunity to make a counter proposal.

(d) FIS shall not commence, nor shall FNT be liable to pay for, any Additional Service unless and until FIS and FNT have entered into either a time and materials agreement or Statement of Work (as contemplated above) or an Amendment to this Agreement in accord with Section 23.7 (Amendments). Upon entering into an agreement for Additional Services, such Additional Services shall be deemed included within the concept of Services.

3.6. *License Management.* Subject to FNT's prior written approval of FIS's proposed acquisition of FNT Software and the related Pass Through Expenses, upon FNT's request, FIS shall obtain in FNT's name, comply with and maintain (for so long as used to support Services) all software licenses for FNT Software. FIS shall maintain, substantially current, a log of all FNT Software and FIS Software used or accessed by FNT or its customers and upon FNT's request from time to time shall provide FNT with a Report (i) identifying all current software comprising FNT Software and FIS Software used or accessed by FNT or its customers, and (ii) describing any unresolved disputes or contract claims arising under those licenses obtained by FIS in FNT's name.

3.7. *Licenses and Permits*. FIS, at its expense, and with FNT's reasonable assistance, shall obtain all business licenses and permits required by any applicable legal requirement, including laws, regulations, rules, orders, decrees or legislative enactments of any kind which FIS is required to have obtained in order to perform the Services.

3.8. *Change Control Procedures*. The change control procedures initially applicable hereto shall be those described in Section 4.1 of Exhibit A hereto (the "*Change Control Procedures*"). In the event information contained in any documentation is no longer accurate or current due to the implementation of a change, FIS shall revise the impacted documentation and provide revised documentation to FNT within five (5) days after such change. Upon reasonable notice to FIS, and to the extent relevant to any such change, FIS shall provide FNT access to FIS's operations procedures which relate to the provision of the Services, as documented by FIS, and subject to FIS's confidentiality obligations to third parties.

3.9. *Product Discontinuation.* With respect to any FNT Equipment, FNT Third Party Software which FIS uses to provide Services, or FIS Software used in connection with the provision of the Services under this Agreement which is scheduled for discontinuation by the manufacturer thereof, FIS will provide FNT with written notice of such planned discontinuation and will make recommendations for replacement.

3.10. *Improved Technology and Practices.*

(a) Within thirty (30) days after each January 1 and July 1 during the Term, the Management Committee will review actual information technology trends during the previous calendar year based on objective third-party information presented by either party and update the Technology Plan accordingly. Subject to the Change Control Procedures of this Agreement, FIS shall cause the Services to evolve and to be modified, enhanced, supplemented and replaced as necessary for the Services to keep pace with technological advances and advances in the methods of delivering services, at least to the extent that such advances are at the time pertinent in general use within the insurance industry. FIS shall not be required under the terms of this Agreement to replace equipment, software or other technology in less than three (3) years after its acquisition by FIS provided that: (1) at the time of acquisition the equipment, software or other technology was current, in so far as such equipment, software or technology was in general use in the financial institution industry, (2) FIS did not know or have reason to know that such equipment, software or other technology was likely to become obsolete in less than eighteen (18) months after acquisition, and (3) FIS can establish that it is unable to re-deploy such previously acquired technology to other uses for FNT or other FIS customers. FNT recognizes that such advances may be dependent upon the FNT Proprietary Software and Equipment.

(b) Any change in the technology used by FIS to provide the Services including changes which might materially affect FIS's internal connectivity or architecture shall be implemented pursuant to the Change Control Procedures.

3.11. *Disaster Recovery and Component Recovery.* FIS shall establish and support a disaster recovery plan, pursuant to Schedule C-8. Upon the occurrence of an outage or interruption of Services involving a component or components of the System or FNT Proprietary Software covered by the disaster recovery and processing restoration plan, FIS shall provide the recovery and restoration Services described in the relevant Base Services Agreement.

3.12. *Reports.* During the Term and the Termination Assistance Period, FIS will continue to provide to FNT those reports, including without limitation Service Level Reports and business reports which FIS or any Subsidiary is providing to any FNT Entity as of the date of execution hereof, on the current schedule therefor or as subsequently agreed, together with such additional reports as are specified herein or as may be reasonably requested by FNT from time to time (collectively, the "*Reports*" and each, a "*Report*"), including, specifically, a monthly report of actual Service Levels as contrasted to then-current contract Service Levels. Expenses of monitoring FNT performance or otherwise enabling relevant data capture, and otherwise of providing the Reports, shall be borne by FIS. Reports shall be provided in electronic copies.

3.13. *Compliance Environment.* FIS acknowledges that FNT and certain FNT Entities are subject to various general and industry-specific laws and regulations, and that FNT has promulgated and provided to FIS (and will promulgate from time to time and provide to FIS) various internal policies to assure compliance with such laws and regulations. FNT shall apprise FIS from time to time of laws and regulations uniquely applicable to FNT Entities to the extent regulated by State Departments of Insurance, and of proposed changes to such laws and regulations and, when applicable, anticipated effective dates

(each, a "*Regulation*"). To the extent that such Regulations and/or the Fidelity Information Security Policy have an impact on the Services, FNT will advise FIS of such impact and the Services (including, if appropriate, adjustments to the Service Levels and the Fees therefor) shall be adjusted appropriately pursuant to the Change Control Procedures. Subject to the foregoing, FIS will operate and deliver its Services in compliance with the Fidelity Information Security Policy. All changes to the Services shall be made in accordance with the Change Control Procedures. Subject to mutually agreed upon lead times for implementation, all Services shall be performed by FIS and FIS Subcontractors in a manner consistent with Regulations as made known to FIS from time to time and reflected in the Services pursuant to Change Control Procedures, modifying operations and practices as necessary.

3.14. *Title to Work Product.* FIS agrees that each item of FIS work product that constitutes FNT Software or FNT Data or changes thereto created by or for FIS by reason of its undertakings to provide Services to FNT (excluding all Confidential Information of FIS and its Subsidiaries) or work product that FNT specifically retains FIS to create as part of the Services (e.g. under Schedule C-9), including without limitation software, data bases, files, compilations, logs and reports is, to the extent applicable, a "work made for hire" as defined under U.S. copyright law and that, as a result, FNT shall own all copyrights in such work product as it arises or otherwise comes into being. To the extent that such work product does not qualify as a work made for hire under applicable law, and/or to the extent that any of the foregoing includes content subject to copyright, patent, trademark, trade secret, or other intellectual property rights, FIS hereby continuously assigns to FNT, its successors and assigns, all right, title and interest in and to any such work product as the same arises or otherwise comes into being during the Term, including all copyrights, patents, trademarks, trade secrets, and other proprietary rights therein (including renewals thereof). From time to time during or following the Term, FIS shall execute and deliver to FNT such additional instruments, and take such other actions, as FNT may reasonably request to confirm, evidence or carry out the grants of rights contemplated by this paragraph. FIS shall own other work product it creates, as further described in Section 9.3(a) regarding FIS Proprietary Software. Notwithstanding the foregoing FIS shall retain the rights to utilize any skills, knowledge, and expertise that it develops in performing the Services, in connection with the services FIS provides to third parties, so long as, in doing so, FIS does not use any tangible embodiment of FNT-owned work product or otherwise violate FIS's obligations of confidentiality under Article 16. Without prejudice to any other licenses granted elsewhere, the preceding sentence will not constitute a license of FNT copyrights or patents.

3.15. *FIS Affiliate Statements of Work.* Notwithstanding anything herein to the contrary, certain non-subsidiary affiliates of FIS, including without limitation SoftPro and FNIS' Real Estate Division (each, an "*Affiliate Provider*") may, with the consent of FNT, enter into Statements of Work for which the Affiliate Provider shall have direct liability to FNT (and for which, notwithstanding Section 3.2 above, FIS shall have no liability.) In such event, the

Affiliate Provider shall simultaneously execute and deliver a copy of Exhibit 3.15 hereto, duly completed, agreeing to the applicable terms of this Agreement as set forth in Exhibit 3.15 and as necessary to accommodate the disintermediation of FIS with respect to the undertaking of the Affiliate Provider.

ARTICLE 4. CUSTOMER SATISFACTION

4.1. *Baseline FNT Satisfaction Survey.* FIS shall administer a baseline customer satisfaction survey, in form and content reasonably satisfactory to FNT, and compile and share the results with the FNT Relationship Managers, no later than December 31, 2005, with content and scope, and pursuant to procedures, agreed between FNT and FIS. The survey conducted pursuant to this Section 4.1 will constitute the baseline for measurements of performance improvements described in Section 4.2.

4.2. *FNT Satisfaction Survey.* At least once every twelve (12) months and, at FNT's request, up to two (2) times in any year on or about dates specified by FNT on no less than thirty (30) days' notice, FIS shall conduct a customer satisfaction survey. The survey must, at a minimum, cover (a) end-users of the Services and (b) senior management of end-users. The content, scope, method and timing of the above surveys are subject to FNT's and FIS's prior agreement, and must be consistent with the baseline FNT survey conducted pursuant to Section 4.1 except that any new application or Service will be included in any such survey undertaken more than thirty (30) days following implementation of such application or Service. FIS will make reasonable efforts to increase FNT satisfaction throughout the Term. FIS will use reasonable efforts to make an increase in FNT satisfaction a key performance incentive in connection with the compensation for key executives of FIS assigned to FNT's account.

ARTICLE 5. SERVICE LEVELS; SERVICE LEVEL CREDITS; ADJUSTMENTS TO SERVICE LEVELS

5.1. *Services.* At all times FIS's level of performance shall be at least equal to specific Service Levels identified in or pursuant to this Agreement, as such Service Levels may be modified from time to time. All Services hereunder (including but not limited to Ancillary Tasks and Additional Services) shall also be performed in accordance with the Base Services Agreements.

5.2. *Adjustment of Service Levels.* FIS shall use reasonable efforts throughout the Term to continuously improve the quality and efficiency of its performance of the Services taken as a whole. Additionally, as the relevant technology that FIS uses in its overall operations changes and improves, FIS will use all reasonable efforts to improve the Services in a similar fashion as appropriate. Either FNT or FIS may, upon notice to the other party, no more frequently than two (2) times in any calendar year, initiate negotiations to review and, upon agreement by FNT and FIS, adjust the Service Level(s) which such party in good faith believes is inappropriate, ineffective or irrelevant at that time or to reflect improved efficiencies and/or capabilities enabled by advances in technology, processes and methods implemented by FIS, including without limitation changes pursuant to the Technology Plan. During such reviews, FIS shall work with FNT to identify possible cost/service level tradeoffs (but any resulting changes in the Service Levels shall be implemented only if mutually agreed). As new technologies and

processes are introduced, the Parties shall establish additional Service Levels reflecting industry appropriate practices for those technologies and processes. Until such time as such additional Service Levels for those technologies and processes are agreed upon by the parties, FIS shall provide Services in no event at a level less than provided by FIS to any other of its similarly situated customers, internal or external.

5.3. *Failure to Perform; Root-Cause Analysis.* If FIS becomes aware of its failure to meet any Service Level, whether through internal monitoring or by receipt of notice from FNT, (each such event being a "*Failure Recognition Event*"), FIS shall promptly assess the nature, severity and tractability of the failure and provide either a solution or work-around with respect to such failure within twenty-four (24) hours of the Failure Recognition Event (or within any lesser period which may be required by Exhibit H or otherwise with respect thereto) and, if providing a work-around, will correct such failure as promptly as possible, but in any event within five (5) days of the Failure Recognition Event (or within any lesser period which may be required by Exhibit H or otherwise

with respect thereto), at no additional cost to FNT. FIS shall use reasonable commercial efforts to minimize the time that a work around (as opposed to a solution) is utilized. FIS shall complete a root-cause analysis within fifteen (15) calendar days of the Failure Recognition Event. During such process, FIS shall keep FNT apprised of progress toward a resolution. Further, FIS shall, at its expense, promptly investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem causing the Service Level failure, including performing a root-cause analysis of the problem to identify the cause of such failure. If the root-cause analysis reflects that FNT Software, FNT Third Party Software (except FNT Third Party Software licensed by FNT that is not FNT Approved Software) or FNT Equipment was the primary basis in FIS's failing to meet the Service Level or if such failure is due to an exception to Service Level performance under Exhibit H, then (a) FIS will promptly provide FNT with a complete copy of such root-cause analysis including a detailed description of the causes of the failure and the actions taken by FIS to correct such failure, (b) FNT shall reimburse FIS for any out of pocket costs or expenses incurred by FIS for correction of such failure, (c) FIS shall be excused from the compliance of applicable Service Levels and the payment or credit of any Service Level Credits to the extent such performance is within one or more of the Service Level exceptions reflected on Schedule H, and (d) FNT will compensate FIS at FIS's full rates under this Agreement for any incremental personnel, beyond those that would otherwise be performing Services, required for FIS to correct the failure.

5.4. *Service Level Credits*. In the event of a failure of FIS to provide the Services in accordance with the applicable Service Levels set forth on Exhibit H, FIS will incur the Service Level Credits identified in, and according to, the schedule set forth in Exhibit H. Except as expressly set forth herein, FNT's sole and exclusive monetary remedy for FIS's failure to comply with Service Levels for those Services for which FNT has elected to receive Service Level Credits, shall be the Service Level Credits; FNT nonetheless may exercise any applicable right of whole or partial termination provided for in Section 18 of this Agreement to the extent that the facts and circumstances so justify.

5.5. *Priority of Recovery of Services.* Until such time as the baseline has been completed and the terms and conditions of the Base Services Agreement for Disaster Recovery Services have been agreed upon, FIS shall give the recovery of its capabilities to perform the Services and the resumption of its actual performance of the Services the same or greater priority it gives to

recovering its capabilities to perform services and resuming its performance of those services for any other similarly situated customer of FIS and FIS's own operations.

5.6. *Service Level Measurement.* FIS shall utilize the necessary measurement and monitoring tools and procedures required to measure and report FIS's performance of the Services against the applicable Service Levels. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Service Levels, and shall be subject to audit by FNT as described below in Section 5.7. FIS shall provide FNT with information regarding such tools and procedures upon request, for purposes of verification, project and contract management.

5.7. *Service Level Audit*. FNT may, at FNT's expense, audit the operations, procedures, policies and Service Levels of FIS relevant to the Services and this Agreement, on ten (10) business days prior written notice to FIS and at times mutually agreeable by FIS so as to not materially disrupt the operations of FIS, acting itself (a "*Service Level Auditor*"). The Service Level Auditor shall perform a review and audit of FIS's performance of the Services in relation to the required Service Levels (a "*Service Level Audit*"). If the Service Level Auditor is required to prepare and submit to FNT a written report of the results of the Service Level Audit (a "*Service Level Audit Report*"), FNT will deliver to FIS a copy of the Service Level Audit Report within thirty (30) days of FNT's receipt thereof.

ARTICLE 6. SERVICE LOCATIONS

6.1. *FIS Service Locations.* The Services will be provided from one or more of FIS's data centers or other service locations identified in Exhibit E or otherwise designated by FIS and agreed by FNT (collectively, the "*FIS Service Location(s)*") or from an FNT Location, as set forth in the applicable Base Services Agreement. In the event FIS proposes to move an FIS Service Location, or the support of a Service Component (either, an "*FIS Service Location Move*"), FIS shall provide FNT no less than sixty (60) days prior written notice of such proposed move specifying the Service Components affected and the current and future proposed supporting FIS Service Location. Within thirty (30) days after such notice, FIS and FNT shall agree, in writing, as to the scope of such FIS Service Location Move and any assumptions underlying the FIS Service Location Move which might affect costs or expenses of FNT caused by such FIS Service Location Move. Within thirty (30) days after such agreement, FNT will give to FIS, in writing, a description of those costs and expenses which FNT in its reasonable and good faith judgment anticipates will be caused by the FIS Service Location Move ("*Move Expense Summary*"). Within sixty (60) days after an FIS Service Location Move occurs, FIS shall credit to FNT those costs and expenses of FNT which FNT establishes were caused by the FIS Service Location Move, but not more than 110% of the amount specified for each cost or expense in the Move Expense Summary.

If the scope of, or assumptions underlying, the FIS Service Location Move change from those to which the parties agreed, the parties will agree in good faith to make an equitable adjustment to the Move Expense Summary to reflect such differences. Labor costs caused by the FIS Service Location Move shall be based on FNT's actual salary and benefit expense for such labor. FNT shall provide FIS with the project plan for expenses incurred in connection with the FIS Service Location Move (the "*FIS Service Location Project Plan*") promptly following the completion of

the FIS Service Location Move. The FIS Service Location Project Plan shall indicate the time spent by each FNT personnel in connection with the FIS Service Location Move in bi-monthly increments, a description of such personnel's activities, the direct payroll expense for such personnel and the direct non-payroll expenses incurred for such personnel.

6.2. *Safety and Security Procedures.*

(a) FIS shall maintain and enforce, at the FIS Service Locations, safety and security procedures that are at least (i) compliant with Regulations and the Fidelity Information Security Policy in accordance with FIS's obligations under Section 3.13, (ii) equal to industry standards for such FIS Service Locations, and (iii) as rigorous as those procedures in effect at the FIS Service Locations as of the Effective Date. FIS shall investigate and remedy any Security Incident (as defined below) at the FIS Service Locations, if applicable, in accordance with the provisions of this Section.

(b) At the FIS Service Locations, FIS shall maintain and comply with safeguards against the destruction, loss or alteration of FNT Data (the "*Data Safeguards*") which are at least (i) compliant with the requirements of Section 3.13, (ii) equal to generally accepted insurance industry standards, and (iii) as rigorous as those procedures used in protection of its own similar data as of the Effective Date. The safeguards shall include (1) FNT Data back up and storage which is separate from that of other FIS customers, and (2) upon request, reports of appropriate logs of the internal FIS firewall(s), FIS leveraged firewalls used to deliver FNT services or FIS-managed, FNT-dedicated firewalls which separate the FNT segment from other FIS segments (except that FIS reserves the right to mask certain sensitive information (e.g., FIS internal or other FIS customer IP addresses)). All changes to the firewall rule sets which will affect the delivery of the Services shall be made in accordance with Change Control Procedures. FNT shall be permitted to conduct, or to cause FIS to engage a third party (who is not a competitor and is mutually agreeable to FIS) to conduct, at FNT's expense and no more frequently than once a year, a review of FIS's information security management, the FIS firewall rule sets for the internal FIS firewall(s) which separate the FNT segment from other FIS segments or leveraged firewalls used to deliver FNT services (except that FIS reserves the right to mask certain sensitive information (e.g., FIS internal or other FIS customer IP addresses)), FIS-managed, FNT-dedicated firewalls and any other security procedures implemented at the FIS Technology Centers (as set forth in Exhibit E) with respect to the Systems at the FIS Technology Centers upon reasonable notice (which shall be no less than ten (10) days notice for such reviews by auditors and inspectors designated by FNT and upon request, regardless of advance notice (a) to the extent FNT is required to conduct a more immediate review for compliance with law and (b) for more immediate reviews by FNT regulators) and so as to not disrupt FIS business operations. Such access shall be provided to FNT in accordance with FIS's security and audit guidelines (i.e., access will be provided at the applicable FIS Service Location with the assistance of FIS personnel and shall include the opportunity to review but not copy the logs). FIS shall cooperate fully with any

FNT investigation of a Security Incident. Such collaboration shall include permitting FNT access to internal audit data and logs of communications traffic pertinent to the Security Incident, provided that FIS shall not be required to disclose any information regarding other customers of FIS.

(c) FIS shall maintain in effect at all times, and promulgate, within FIS and FIS Subcontractors performing Services, a Security Incident response plan, describing procedures for FIS to follow in the event of any actual (i) unauthorized use, access, disclosure, theft, manipulation and/or reproduction of FNT Data, and/or (ii) security breach of the Systems associated with the accessing, processing, storage, communication and/or transmission of FNT Data (a "*Security Breach*") or if FIS or FNT has a reasonable cause to believe that such a Security Breach has occurred or will occur (collectively, a "*Security Incident*"). This Security Incident Response Plan will include a documented escalation procedure and a process for notifying FNT immediately upon FIS's becoming aware of a Security Incident without regard to incident point of origination. Communication to FNT as to a Security Incident should, in the first instance, be directed to the FNT Relationship Manager within one (1) hour of FIS's awareness thereof, in a manner and timeframe consistent with California's Security Breach Notification Act and any other applicable law and/or regulation.

(d) Subject to appropriate protections of third party confidential information, FNT may elect, with FIS's cooperation, to observe any FIS investigation associated with any such Security Incident and FIS will, in any event, keep FNT informed of all progress and actions taken in response to each Security Incident. FNT in its sole discretion will determine whether to provide notification to customers, employees or agents concerning a breach or potential breach of security or any other type or form of Security Incident. Furthermore, FNT, and not FIS, will determine the need for and will have the sole authority to initiate disclosure to appropriate government authorities in the event of a security breach, unless such disclosure by FIS is mandated by applicable law or regulation.

(e) FIS agrees to maintain on all Systems associated with access, processing, storage, communication and/or transmission of FNT Data, a continuous monitoring program to enable early detection of any known or suspected instance of unauthorized use, access, disclosure, theft, manipulation, reproduction and/or possible Security Incident.

(f) To the extent that any of the Services are provided from a location other than an FIS Service Location, including but not limited to locations or facilities provided by FNT to FIS for the purposes of providing the Services (a "*FNT Location*"), FIS shall comply with those safety and security procedures that are in effect at such FNT Location and of which FIS is aware or reasonably should be aware. To the extent FNT's personnel are present at the FIS Service Location in connection with the performance of the Services, FNT shall comply with those safety and security policies and procedures imposed by FIS at FIS Service Locations of which FNT is aware or reasonably should be aware.

ARTICLE 7. RELATIONSHIP MANAGEMENT; DISPUTE RESOLUTION

7.1. *Relationship Managers.* Each party will designate a relationship manager, who initially will be Dan Leisle for FIS (the "*FIS Relationship Manager*") and Jan Ellis, Kevin Chiarello and Neil VillacortaBuer for FNT (the "*FNT Relationship Managers*") (collectively, the "*Management Committee*"). The Management Committee shall meet at least once each month during the Term to discuss any matters related to the Services or this Agreement. The FNT Relationship Managers will serve as the primary points of contact for FIS with respect to this Agreement. The FIS Relationship Manager will have overall responsibility for day-to-day management and administration of the Services provided under this Agreement and will serve as the primary contact for FNT with respect to this Agreement. The FIS Relationship Manager shall, at the request of FNT and with reasonable notice, attend any meeting related to this Agreement, the Systems, the FNT Proprietary Software or any of the Services, at FIS's expense. If either party elects to replace a Relationship Manager, the replacement shall have the background, experience and qualifications necessary to perform his or her assigned duties and such party shall give the other party reasonable notice of such replacement.

7.2. *Escalation Procedures.*

(a) All disputes, controversies, or claims arising out of or relating to this Agreement, ("*Dispute(s)*") shall be settled as set forth in this Section 7.2 (unless excepted pursuant to Section 7.2(d), 12.2 or 16.3). Disputes shall be initially referred to the Management Committee prior to escalation to First Tier Management (as defined below). If the Management Committee is unable to resolve, or does not anticipate

resolving, a Dispute within ten (10) days after referral of the matter to it, then either party shall submit the Dispute to the First Tier Management.

(b) Each party will designate a first tier manager, who will initially be the Senior Vice President - currently Harold Fackler, for FIS and Chief Administrative Officer of FNT, currently Ed Dewey for FNT (collectively, the "*First Tier Management*"). The First Tier Management shall meet at least once every two (2) months during the first year hereunder, and thereafter with such frequency as the First Tier Management may mutually agree, but in no event less frequently than once every ninety (90) days, for the purposes of (a) discussing the status of matters related to the Services, FIS performance, and any other matters and (b) resolving Disputes that may arise under this Agreement. The First Tier Management shall consider Disputes in the order such Disputes are brought before it. The First Tier Management shall negotiate in good faith and each use commercially reasonable efforts to resolve such Dispute. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved subject to the last sentence of this Subsection 7.2(b). Upon agreement, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in subsequent proceedings between the parties. Documents identified in or provided

with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding. If the First Tier management is unable to resolve, or does not anticipate resolving, a Dispute within twenty (20) days after referral to it, the parties must submit the Dispute to the Executive Management (as defined below) pursuant to Subsection 7.2(c).

(c) If the negotiations conducted pursuant to Section 7.2(b) do not lead to resolution of the underlying Dispute to the satisfaction of a party involved in such negotiations, then either party may notify the other in writing that it desires to elevate the Dispute to the President of FIS, currently Hugh Harris, and the President of FNT, currently Randy Quirk, (collectively, the "*Executive Management*") for resolution. Upon receipt by the other party of such written notice, the Dispute shall be so elevated and the President of FIS and the President of FNT shall negotiate in good faith and each use commercially reasonable efforts to resolve such Dispute within thirty (30) days. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. Upon mutual agreement, the Dispute may be mediated before either party may resort to litigation. Upon agreement, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

(d) In the event that a Dispute is not resolved within thirty (30) days after the referral of the Dispute to the Executive Management, either party may refer the Dispute to binding arbitration in accordance with the then current versions of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator. The parties agree to participate in the management escalation process described in this Section 7.2 (the "*Escalation Process*") to its conclusion and not to terminate negotiations concerning resolution of the matters in dispute until the earlier of conclusion of the Escalation Process or termination or expiration of this Agreement. Each party agrees not to commence an arbitration action or seek other remedies prior to the conclusion of the Escalation Process, provided that either party may commence an arbitration action on any date (i) if, within the thirty (30) days thereafter, the commencement of a judicial claim might be barred by an applicable statute of limitations or (ii) in order to request an injunction to prevent irreparable harm. In such event, the parties agree (except as prohibited by court order) to continue to participate in the Escalation Process to its conclusion and to toll the statute of limitations until thirty (30) days after conclusion of the Escalation Process.

7.3. *Continuity of Services.* In the event of a Dispute between FNT and FIS pursuant to which FNT in good faith and reasonably believes it is entitled to withhold payment and during the pendency of the dispute resolution process described in this Article 7, FIS shall continue to provide the Services and FNT shall continue to pay any undisputed amounts to FIS. If the Dispute relates to performance of the Services to which a Service Level Credit is applicable, FNT may withhold only an amount equal to that part of the Service Level Credit which is disputed by FNT. If (i) a Dispute is not resolved within thirty (30) days after such disputed amounts would have been payable had such amounts not been disputed, and (ii) a Dispute or series of Disputes involves amounts totaling greater than $100,000, the party initially taking the Dispute to the Management Committee (the "*Disputing Party*") shall pay the disputed amount (the "*Deposit Amount*") into an interest-bearing account with a mutually agreeable independent financial institution (the "*Deposit Institution*") pending resolution of such Dispute or Disputes. During the pendency of any Dispute, the Deposit Amount shall be deemed for tax purposes the property of the Disputing Party and all income on the Disputed Amount shall be income of the Disputing Party and it shall file its tax return consistent with such treatment. Each party agrees to payment by the Deposit Institution to the Disputing Party, as and when necessary, the cumulative annual tax due arising from interest due earned on the Disputed Amount. Upon resolution of the Dispute with respect to which any Deposit Amount has been placed with a Deposit Institution, the parties shall allocate the Deposit Amount and any fees relating to opening and maintaining the Deposit Amount with the Deposit Institution, plus any interest earned on the Deposit Amount or taxes paid on such interest, in accordance with the resolution of the Dispute. For any Dispute, FIS shall continue to perform the Services at the Service Levels and FNT shall continue to pay for such Services and any Additional Services pending the completion of the Dispute resolution procedure described in Article 7 subject to the foregoing provisions of this Section 7.3.

ARTICLE 8. PROJECT STAFF

8.1. *Project Staff.* Subject to the terms of this Article 8, FIS shall appoint and manage individuals with suitable training and skills as described in this Section 8.1 to perform the Services (the "*Project Staff*"). FIS shall notify FNT as soon as possible after any Project Staff member dedicated to the Services resigns or is dismissed or for any other reason will no longer be performing Services, whether on a permanent or temporary basis. The Project Staff assigned to perform FIS's obligations under this Agreement shall have experience, training, and expertise equal to personnel with similar responsibilities in the

business in which FIS is engaged and shall have sufficient knowledge of the relevant aspects of the Services, and shall obtain sufficient knowledge of the practices and areas of expertise of each FNT Entity, to enable them to efficiently and effectively perform their duties and responsibilities under this Agreement. If FNT reasonably and in good faith recommends the removal of a Project Staff member dedicated to providing the Services to FNT from FNT's account, FIS shall discuss FNT's recommendation and if, after such discussion, FNT still wishes the removal, FIS shall remove the Project Staff member. If FNT reasonably and in good faith recommends the removal of a Project Staff member who FIS is leveraging in providing the Services to FNT from FNT's account, FIS shall discuss FNT's recommendation in good faith and either remove the Project Staff member or offer other commercially reasonable alternatives to address FNT's concerns. Nothing herein gives FNT the right to affect the employment relationship between FIS and any employee of FIS.

8.2. *Account Manager; FTEs.* FIS shall assign a team of account managers on a full time basis to serve on FNT's account (the "*Account Managers*"). Such Account Managers shall initially be Beth Rucker and Tom Weaver. FIS shall retain the initial Account Managers throughout the Term to the extent reasonably practicable. Upon FNT's request, and subject to availability, FIS shall assign additional FTE's beyond the two (2) included Account Managers to FNT's account for such additional fees as are agreed upon by FNT and FIS at the time of assignment of such resources. "*FTE*" means full time equivalent personnel resources provided by FIS which shall consist of an individual or combination of individuals as determined by FIS. If FNT reasonably and in good faith recommends the removal of an Account Manager from FNT's account, FIS shall discuss and in good faith consider FNT's recommendation.

8.3. *Onsite Resources.* To the extent existing and available to FNT, and without charge to FIS, FNT agrees to provide FIS with adequate premises, in good repair, to perform FIS's responsibilities at an FNT Location under this Agreement. Without limiting the generality of the foregoing, FNT agrees to supply water, sewage, heat, lights, telephone lines and equipment, air conditioning, electricity, daily janitorial services, cafeteria services and office equipment and furniture, and parking spaces for FIS employees under the same conditions provided to employees of FNT in like positions. FNT will provide telephone instruments and telephone service. In the event FNT desires to move the FNT location after the Effective Date, FNT shall provide FIS prior notice of such move and pay FIS for any reasonable costs incurred by FIS because of such move.

8.4. *FIS Subcontractors.* FIS may subcontract any of the Services to any FIS Subcontractor in accordance with Section 3.2 above, and shall give FNT reasonable notice thereof in writing. Notwithstanding the foregoing, FIS shall perform the Services substantially through the use of its own employees and may subcontract only those tasks typically subcontracted in the information technology outsourcing industry. FIS shall not subcontract any Services which give an FIS Subcontractor access to FNT Data to a Direct Competitor of FNT. FNT shall have the right to direct FIS to replace any FIS Subcontractor with access to FNT Data within a reasonable period of time if the FIS Subcontractor's performance is materially deficient, results in misuse or disclosure of the FNT Data, or there have been material misrepresentations by or concerning the FIS Subcontractor. Additionally, if FNT has good faith doubts concerning the FIS Subcontractor's ability to render future performance because of changes in the FIS Subcontractor's ownership, management, financial condition, or otherwise, FIS shall discuss such concerns with FNT and work in good faith to resolve FNT's concerns on a mutually acceptable basis. "*Direct Competitor*" shall mean First American Real Estate Corporation, its successors and assigns, and such other entities and their successors and assigns operating primarily in the title insurance industry. If FIS becomes aware that an FIS Subcontractor (or an affiliate of an FIS Subcontractor) becomes (or becomes acquired by) a Direct Competitor, FIS shall give prompt notice to FNT. Within thirty (30) days after FNT has given FIS notice of FNT's desire to remove such FIS Subcontractor, FIS shall provide FNT with an estimate of the costs and expenses which FIS in its reasonable and good faith judgment anticipates will be required for such removal ("*Removal Expense Summary*"). If FNT approves the Removal Expense Summary, FIS shall remove the FIS Subcontractor as soon as reasonably practicable and in any event within one hundred and twenty (120) days after FNT approval of the Removal Expense Summary. Within sixty (60) days after removal, FNT shall pay to FIS those costs and expenses of FIS which FIS establishes were caused by the removal, but not more than 110% of

the amount specified for each cost or expense in the Removal Expense Summary. If the scope of, or assumptions underlying the removal change from those to which the parties agreed, the parties will agree in good faith to make an equitable adjustment to the Removal Expense Summary to reflect such differences. Labor costs caused by the removal shall be at FIS's actual salary and benefit expense for such labor.

8.5. *Conduct of FIS Personnel.* While at any FNT location, FIS's personnel, contractors, and FIS Subcontractors shall comply with FNT's reasonable requests, rules, and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety practices or procedures) as communicated to FIS and otherwise conduct themselves in a businesslike and professional manner. If FNT determines that a particular employee, contractor, or subcontractor is not conducting himself or herself in the manner required pursuant to this Section 8.5, FNT may notify FIS. Upon such notice, FIS shall promptly investigate the matter and take appropriate action which includes, at FIS's reasonable discretion, removing such employee, contractor or subcontractor from the Project Staff and providing FNT with prompt notice of such removal. If such employee, contractor or subcontractor is removed, FIS shall replace such employee, contractor or subcontractor with an individual with at least such experience, qualifications and technical skills suitable to, and generally required in connection with, the duties attendant to the position to be filled.

8.6. *Conduct of FNT Personnel.* While at any FIS location, FNT's personnel, contractors, and subcontractors shall comply with FIS's reasonable requests, rules, and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety practices or procedures) as communicated to FNT and otherwise conduct themselves in a businesslike and professional manner. If FIS determines that a particular employee, contractor, or subcontractor is not conducting himself or herself in the manner required pursuant to this Section 8.6, FIS shall notify FNT. FNT shall promptly investigate the matter and take appropriate action.

8.7. *Personnel Recruitment.* Except as expressly permitted by other written agreement(s) between FIS and FNT, FIS agrees, during the Term, not to recruit and/or hire any personnel then employed by FNT. Except as expressly permitted herein or by other written agreement(s) between FIS and FNT, FNT agrees, during the Term, not to recruit and hire any personnel then employed by FIS. The provisions of this Section 8.7 shall not apply to any solicitation conducted by, or any hiring resulting from, general public advertising (including newspapers and trade publications) or the self-directed efforts of a placement professional.

ARTICLE 9. PROPRIETARY RIGHTS IN SOFTWARE AND SYSTEMS.

9.1. *Identification of Software.* The parties shall use reasonable efforts to schedule, by or promptly following the Effective Date, all software relating to the Services controlled by each of them at the Effective Date, and shall, with respect to prospective changes, maintain such schedule current throughout the Term as either develops, acquires or terminates licenses for software relating to the Services. The parties shall, promptly following the Effective Date and

quarterly thereafter, update and reconcile such schedules. Promptly following each quarterly reconciliation, FIS shall deliver to FNT in electronic form, in a format and on media in common use at the time, a copy of the source code for all FNT Proprietary Software developed or

modified by or on behalf of FIS since or from the prior such delivery, clearly labeled in accordance with industry practice but including, at least, product, version, date and the date of the prior delivery of source code for such product. Prior to the acquisition, development or use of any software by FIS in connection with the Services, the parties shall agree in writing on the categorization of such software as one of FNT Proprietary Software, FNT Third Party Software, FIS Proprietary Software, or FIS Third Party Software (each as defined herein below) and upon acquisition or development, shall add such software to the appropriate software schedule.

9.2. *FNT Software.* FNT shall provide FIS the right to use at FNT's sole expense, if any, and for use solely to provide the Services, software owned by FNT at the Effective Date and used prior to the Effective Date to support services which will be Services hereunder, or of which FNT acquires ownership after the Effective Date and provides to FIS for use in providing the Services, including pursuant to Section 3.14 above (the "*FNT Proprietary Software*") and the FNT Third Party Software. All FNT Proprietary Software will be and will remain the exclusive property of FNT. FIS will have no rights or interests in the FNT Proprietary Software hereunder except as described in this Section 9.2. FNT shall assist FIS in obtaining access to such software and any related documentation in FNT's possession on or after the Effective Date. "*FNT Third Party Software*" shall mean the software which is provided by FNT and licensed in FNT's name. FNT Proprietary Software and FNT Third Party Software are collectively referred to as "*FNT Software*". All FNT Third Party Software will be and will remain the exclusive property of such third party licensors and FIS will have no rights or interests in the FNT Third Party Software except as described in this Section 9.2. Any license fees or other expenses reasonably incurred by FIS in obtaining the licenses for the FNT Third Party Software shall be paid by FNT as a Pass-Through Expense. FIS shall not, without FNT's prior consent, decompile or reverse engineer the FNT Software. As of the Effective Date, FNT will cause FIS to be provided access to the FNT Proprietary Software in the form in use by FNT as of the Effective Date. Upon expiration of this Agreement or termination of this Agreement for any reason, the rights granted to FIS in this Section 9.2 will immediately revert to the entity which granted them and FIS shall, at no cost to FNT, other than the transfer fees described below (i) cease use of all FNT Software, except to the extent as required in connection with the Termination Assistance Services, (ii) deliver to FNT a current copy, if any, of all the FNT Software (including any related source code in FIS's possession or control) in the form in use as of the date of such expiration or termination of this Agreement, (iii) destroy or erase all other copies of the FNT Software and documentation in FIS's possession or the possession of FIS Subcontractors unless otherwise instructed by FNT, and (iv) if FIS has modified or enhanced any FNT Software, FIS shall deliver to FNT all copies of such modifications or enhancements. FIS will make reasonable efforts to give FNT prior notice of any transfer fees which FNT must pay to affect the transfer of any FNT Software to FNT. Upon termination of expiration of this Agreement, at the request of FNT, FIS will make reasonable efforts to obtain for FNT (or FNT's designee) a royalty free, perpetual, worldwide, non-exclusive license to use the FNT Third Party Software. Any fees or other expenses reasonably incurred by FIS in obtaining such licenses shall be paid by FNT as a Pass-Through Expense.

9.3. *FIS Proprietary Software.*

(a) All software and related documentation owned by FIS before the Effective Date which is used in connection with the Services, or of which FIS acquires

ownership after the Effective Date and which is used in connection with the Services (collectively, the "*FIS Proprietary Software*"), will be and will remain the exclusive property of FIS and FNT will have no rights or interests in the FIS Proprietary Software except as described in this Section 9.3. FNT agrees not to decompile or reverse engineer the FIS Proprietary Software. FIS shall use the FIS Proprietary Software, and subject to the Change Control Procedures, such other software as FIS shall determine is necessary to provide the Services.

(b) Upon expiration or termination of this Agreement for any reason other than material breach of FIS's intellectual property rights under this Agreement by FNT or an FNT Entity, FIS shall deliver to FNT a copy of such FIS Proprietary Software in the form being used on the effective date of such expiration or termination, together with related documentation and source code, certified by FIS as substantially complete and up to date. FNT (or FNT's designee which is not a competitor of FIS) shall receive a fully paid up, royalty free, perpetual, worldwide, non-exclusive license subject to FIS's standard licensing terms and conditions for the FIS Proprietary Software along with any related FIS Developed Items upon payment to FIS of a reasonable license fee. In no event shall such license fee exceed the fair market value of such software license or, if no such fair market value can be established, the documented cost of FIS's development effort therefor divided by the number of its clients then benefiting from its use. FNT shall not be required to pay license fees to the extent FNT has previously reimbursed FIS for third party license fees associated therewith whether as a Pass-Through Expense or otherwise.

(c) To the extent permitted by third party licenses pursuant to which FIS licenses FIS Third Party Software, FIS hereby grants FNT a fully paid up, royalty free, perpetual, worldwide, irrevocable, non-exclusive license to use, copy, maintain, modify, enhance, perform, display, create derivative work from, make and have made (collectively "*Utilize*"), sublicense and permit any third party to Utilize the Ancillary FIS Proprietary Software. To the extent third party licenses pursuant to which FIS licenses FIS Third Party Software preclude or limit such a grant, FIS shall promptly review with FNT, FNT's need for rights under each such license and, at FIS's expense, shall obtain a written quote from each relevant licensor for a commercially reasonable license to FNT for the term, territory and rights deemed adequate in FNT's discretion for FNT's purposes up to and including the terms recited hereinabove. The underlying decision to enter into negotiations and cost of any resulting license shall be solely an FNT responsibility. FIS shall deliver to FNT a copy of the Ancillary FIS Proprietary Software in the form being used upon the earlier of FNT's request and the expiration or termination of this Agreement. The term "*Ancillary FIS Proprietary Software*" shall mean the FIS Proprietary Software identified as Ancillary FIS Proprietary Software prior to creation or acquisition.

9.4. *FIS Third Party Software*. All software and related documentation licensed or leased from a third party by FIS which will be used in connection with the Services (collectively, "*FIS Third Party Software*" and, together with the FIS Proprietary Software, the "*FIS Software*") will

be and will remain the exclusive property of such third party licensors and FNT will have no rights or interests in the FIS Third Party Software except as described in this Section 9.4. FNT shall not decompile or reverse engineer the FIS Third Party Software. FIS will, during the Term (i) use such FIS Third Party Software, and such other software as FIS shall determine is necessary to provide the Services subject to the Change Control Procedures, and (ii) provide that FNT acquires such rights to use the FIS Third Party Software as are necessary in connection with the provision of the Services. Any license fees or other expenses reasonably incurred by FIS in providing the rights described in this Section 9.4 and related to FIS Third Party Software as a Pass-Through Expense shall be paid by FNT as a Pass-Through Expense. Except as otherwise provided herein, upon expiration of this Agreement or termination of this Agreement for any reason, FIS shall, (A) at the request of FNT, make reasonable efforts to either transfer and assign to FNT (or FNT's designee) the licenses for the FIS Third Party Software then being used in connection with the performance of the Services or obtain for FNT or FNT's designee a sublicense to use such FIS Third Party Software, to the extent FNT does not already have such rights and (B) to the extent permitted under the terms of the applicable license agreement, deliver to FNT a copy of such FIS Third Party Software in the form then in use by FIS in connection with the Services along with related documentation. FIS will make reasonable efforts to give FNT prior notice of any transfer fees which FNT must pay to affect the transfer of any FIS Third Party Software to FNT. FIS will make reasonable efforts to obtain for FNT a royalty free, perpetual, worldwide, non-exclusive license to use the FIS Third Party Software along with related documentation. Any fees or other expenses reasonably incurred by FIS in obtaining such licenses shall be paid by FNT as a Pass-Through Expense. FIS Software and FNT Software are collectively referred to as "*Designated Software*".

9.5. *Developed Software.* Except as otherwise agreed by the parties pursuant to the Change Control Procedures, (i) enhancements or modifications to the FNT Software and related documentation and materials FNT specifically retains FIS to create as part of the Services (e.g., under Schedule C-9) shall be and remain the exclusive property of FNT or its third party licensor, (ii) enhancements or modifications to the FIS Software made by (or for) FIS for FNT in connection with the provision of the Services and any related documentation (the "*FIS Developed Items*") shall be and remain the exclusive property of FIS, and (iii) enhancements or modifications to the FIS Third Party Software shall be and remain the exclusive property of its third party licensor to the extent provided for in the third party license. Except with respect to the Ancillary FIS Proprietary Software, the rights to which are described above in Section 9.3, the parties shall identify all other software developed by FIS upon request of FNT and any related documentation (the "*Developed Software*") in writing as FNT Proprietary Software, FNT Third Party Software, FIS Proprietary Software, or FIS Third Party Software prior to the time of development of such Developed Software. FNT and FIS shall each be the sole and exclusive owner of all trade secrets, patents, copyrights, and other proprietary rights owned by each of them prior to entering into this Agreement.

9.6. *Equipment.* FIS shall provide computer, network equipment and maintenance as specified in the applicable Base Services Agreement or Statement of Work ("*FIS Equipment*"). FNT shall provide all other computer and network equipment and equipment maintenance necessary in connection with the Services and dedicated solely to the provision of Services to FNT hereunder, including but not limited to personal computers, printers, and related peripheral equipment and network equipment ("*FNT Equipment*"). FIS Equipment and FNT Equipment are

collectively referred to as "*Equipment*". FNT shall pay the costs of all media and for the offsite storage of such media in connection with and dedicated solely to the Services to be provided to FNT hereunder. If Equipment once dedicated to Services is, upon audit or otherwise, discovered to be or to have been used for other purposes, FIS shall reimburse FNT for the pro-rated portion of such Equipment used for other purposes.

9.7. *Systems.* "*Systems*" shall mean collectively the Designated Software and the Equipment, which are used to provide the Services.

ARTICLE 10. REQUIRED CONSENTS

FIS shall obtain at FNT's expense, pursuant to Section 13.9, all consents or approvals necessary to allow FIS, its agents and FIS Subcontractors to use the Designated Software for the benefit of the FNT Entities and to provide the Services to FNT and for the FNT Entities to receive the Services during the Term and the Termination Assistance Period (collectively, the "*Consents*"), pursuant to the Change Control Procedures. FIS shall promptly provide to FNT a copy of all Consents.

ARTICLE 11. THIRD PARTY CONTRACT ADMINISTRATION AND MANAGEMENT

11.1. *FIS Responsibilities.* Throughout the Term, FIS will maintain a current schedule of, manage and administer the agreements for which Pass-Through Expenses are paid and such other agreements to which the parties mutually agree in writing (the "*FIS Managed Agreements*") and provide a copy of such schedule to FNT upon request from time to time. FIS shall provide FNT with reasonable notice of any renewal, termination or cancellation dates and fees in respect of such FIS Managed Agreements. FIS shall notify FNT of all available warranties and the expiration dates thereof. Within ninety (90) days prior to the expiration of any such warranty, FIS shall supply FNT with notice of such pending expiration and shall acquire, upon the written instruction of FNT, any available extension of any such warranty. FIS shall maintain all information required to make claims on warranties for the FIS Managed Agreements and shall, with FNT's cooperation, timely file all warranty claims. FNT may modify, terminate, or cancel any such FIS Managed Agreement in its sole discretion. Any modification, termination, or cancellation fees or charges imposed upon FNT in connection with any such modification, termination or cancellation shall be paid by FNT except as provided in the following sentence. FIS shall pay all fees and charges caused by or resulting from FIS's negligence related to management of the FIS Managed Agreements.

11.2. *Third Party Invoices.* FIS will (1) receive all invoices submitted by third parties in connection with the FIS Managed Agreements (collectively, the "*FIS Managed Invoices*"), (2) review and correct any errors in any such FIS Managed Invoices in a timely manner, and (3) timely pay all amounts due under such FIS Managed Invoices. Except as otherwise provided in this Article 11, FNT shall pay to FIS, as a Pass-Through Expense, all amounts paid by FIS for FIS Managed Agreements, including FIS Managed Invoices.

ARTICLE 12. DATA

12.1. *Title to Data.* All data and information submitted to FIS by any FNT Entity, or learned, solicited or compiled by or for FIS for the benefit of FNT in the course of FIS's performance of Services ("*FNT Data*") is and will remain, as between the parties, the property of FNT. FIS and its employees and agents,

and FIS Subcontractors and their employees and agents, shall not (1) use the FNT Data for any purpose other than to provide the Services, (2) disclose, assign, lease, transmit or otherwise provide the FNT Data to third parties (other than to FIS Subcontractors), or (3) sell or otherwise commercially exploit the FNT Data directly or indirectly, for consideration of any nature. FIS and FIS Subcontractors shall not use archival tapes or other archival media containing FNT Data other than for archival purposes.

12.2. *Return of Data.* FIS shall upon (i) request by FNT at any time, or (ii) the cessation of all Termination Assistance Services, promptly return to FNT, in any FNT-specified form or format readily deliverable at the time, and on any specified media in common use at the time, marked to indicate the time and date of its currency, a copy of all of the FNT Data.

12.3. *Partial Return of Data.* Upon FNT request, FIS shall promptly provide to FNT a copy of any such FNT Data as FNT may specify, in any FNT-specified form or format readily deliverable at the time, and on any specified media in common use at the time, marked to indicate the time and date of its currency.

12.4. *Timing; Expense.* In the event of a request for full or partial return of FNT Data, FNT may specify a reasonable time frame for delivery and FIS shall use its reasonable best efforts to comply with such request, but shall in any event comply by the later of (i) the requested response date, and (ii) five (5) days. FIS recognizes and acknowledges the importance to FNT and its business of continual access to FNT Data and agrees that, in no event (including pending Dispute or inter-party litigation), shall FIS withhold FNT Data from FNT. FNT shall pay the reasonable, actual cost of complying with such request, including without limitation any media on which the FNT Data is stored for return and for the shipment thereof to FNT.

ARTICLE 13. INVOICES AND PAYMENTS

13.1. *Fees.* FNT will pay the fees set forth in Exhibit D, any Statements of Work, Exhibits or Amendments (the "*Fees*") in consideration for FIS's due provision of the related Services.

13.2. *Credits*. If, at the termination or expiration of this Agreement, FNT is due any credits for the period prior to the termination or expiration of this Agreement, such credits shall be offset against any Fees becoming due thereafter or shall be paid to FNT within thirty (30) days after said termination or expiration.

13.3. *Taxes*. All amounts mentioned in this Agreement are exclusive of tax. FNT shall pay sales, use, value added, and goods and services taxes imposed by any federal, state, or local governmental entity for products or services provided under this Agreement, excluding taxes based on FIS's income and property. FNT shall pay such tax(es) in addition to the sums due under this Agreement. FIS shall, to the extent it is aware of taxes, itemize them on a proper VAT, GST or other invoice submitted pursuant to this Agreement. All property, employment and income taxes based on the assets, employees and net income, respectively, of FIS except for

Pass-Through Expenses shall be FIS's sole responsibility. The parties shall cooperate in good faith to minimize taxes to the extent legally permissible. Each party shall provide and make available to the other party any resale certificates, treaty certification and other exemption information reasonably requested by the other party.

13.4. *Proration.* FIS will compile all periodic fees or charges under this Agreement on a calendar month basis and will prorate such fees or charges for any partial month based upon the ratio of days in the period hereunder to the number of days in the month.

13.5. *Invoicing and Payment.* FIS will invoice FNT monthly, no later than the fifteenth day of the month following that to which the invoice corresponds. Each invoice will include sufficient detail directly or by reference to specific dated Reports to enable FNT to understand the basis for the calculation of Fees and charges then due including, as necessary, documentation of reimbursable expenses, hours for time and materials efforts, predicates for credit adjustments, etc. Upon FNT's request, FIS shall provide additional supporting detail for any invoice. Any sum due to FIS pursuant to this Agreement shall be due and payable thirty (30) days after receipt by FNT of an invoice from FIS. Any amount not received or disputed by FNT by the date payment is due shall be subject to interest on the balance overdue at a rate equal to the Prime Rate plus one percent from the due date, until paid, applied to the outstanding balance from time to time.

13.6. *Rights of Set Off*. With respect to any undisputed amount that (1) should be reimbursed to FNT or (2) is otherwise payable to FNT by FIS pursuant to this Agreement, FNT may, if such amount has not been credited against payments owed by FNT within a reasonable period of time after such amount was due, upon notice to FIS, deduct the entire amount owed against the charges otherwise payable or expenses owed to FIS under this Agreement until such time as the entire amount determined to be owed to FNT has been paid.

13.7. *Refundable Items.* In the event FIS receives, during the Term, any refund, credit, or other rebate in respect of a Pass-Through Expense, FIS will promptly notify FNT of such refund, credit, or rebate, and shall promptly pay to the appropriate FNT Entity the full amount of such refund, credit, or rebate, in no event later than thirty (30) days following receipt of such refund.

13.8. *Inflation Adjustment.*

(a) The Fees (exclusive of Pass-Through Expenses) shall be subject to adjustment as set forth in paragraphs (a) and (b) of this Section 13.8. The Fees shall not be adjusted pursuant to this Section 13.8 with effect prior to January 1, 2006. If the Bureau of Labor Statistics Consumer Price Index-Urban (1967=100) as published by the Bureau of Labor Statistics of the Department of Labor (the "*CPIU*") for 2005 or thereafter (the "*Current CPI Index*") shall increase from the CPIU applicable for the twelve (12) months immediately prior to the notice of increase (the "*Base CPI Index*"), then FIS may, no more often than once in any calendar year, upon no less than thirty (30) days prior written notice (but with initial effect on the first of the month next succeeding the 30th day following such notice), increase the Fees on a prospective basis. Such increase shall not exceed, as a percentage, one half (1/2) of the percentage by which the Current CPI Index

increased from the Base CPI Index. The Fees (exclusive of Pass-Through Expenses) for any succeeding year shall be equal to the Fee as so increased or as further adjusted in succeeding years in accordance with this Section 13.8. Upon such election, FIS will provide to FNT a recalculation of the Fees in writing.

(b) If the Bureau of Labor Statistics stops publishing the CPIU or substantially changes the content of the CPIU, the parties shall substitute another comparable measure published by a mutually agreeable source. If such change is merely to redefine the base year for the CPIU from 1967 to another year, the parties shall continue to use the CPIU but shall, if necessary, convert either the Base CPI Index or the Current CPI Index to the same basis as the other by multiplying such index by the appropriate conversion factor.

13.9. *Pass-Through Expenses*. FNT shall reimburse FIS, at cost, for the pass-through expenses mutually agreed by FNT and FIS in writing and required by FIS in providing the Services (the "*Pass-Through Expenses*"), to the extent such Pass-Through Expenses are actually incurred by FIS for resources and/or activities and to the extent actually supporting Services for FNT. FIS will promptly provide FNT with the original third-party invoice for such expense, together with a statement that FIS has reviewed the invoiced charges and made a determination of which charges are proper and valid and will be paid by FNT. Otherwise, FIS will act as payment agent for FNT and will pay all third-party charges comprising Pass-Through Expenses. FIS will pay the amounts due and will invoice FNT for such charges as part of the monthly billing. FIS will use commercially reasonable efforts to minimize the amount of Pass-Through Expenses. With respect to services or materials paid for on a Pass-Through Expense basis, FNT reserves the right to: (i) obtain such services or materials directly from a third party; (ii) designate the third party source for such services or materials; (iii) designate the particular services or materials (such as equipment make and model) FIS will obtain; (iv) require FIS to identify and consider multiple sources for such services or materials and evaluate the responses from such sources; and (v) review and approve a Pass-Through Expense for such services or materials before entering into a contract for such services or materials.

ARTICLE 14. AUDITS

14.1. *Processing.* Upon at least ten (10) days notice from FNT, FIS shall provide to auditors and inspectors designated by FNT in its notice, and upon request, regardless of advance notice, FIS shall provide (a) to FNT (or auditors and inspectors on behalf of FNT) to the extent FNT is required to do so for compliance with law or regulations or (b) for more immediate reviews by FNT regulators, reasonable access (i) during normal business days and hours (except as may be necessary to perform security audits) to the FIS Service Locations and (ii) at any time at any FNT location for the purpose of performing, at FNT's expense, audits or inspections of the business of FNT as supported by FIS. FIS shall provide such auditors and inspectors any assistance that they may reasonably require. If any audit by an auditor designated by FNT or a regulatory authority having jurisdiction over FNT or FIS results in FIS being notified that it is not in compliance with any generally accepted accounting principle or other audit requirement relating to the Services, FIS and FNT shall, within the period of time specified by such auditor or regulatory authority, work in good faith at FIS's then-standard rates to comply with such auditor or regulatory authority. If any non-compliance is due to the non-performance of an obligation of

FIS described in any Base Services Agreement, Statement of Work, Exhibit or Amendment, FIS shall correct such non-compliance at no cost to FNT.

14.2. *Fee Audit.* FNT may, with ten (10) days prior written notice and at its own expense, engage a third party mutually agreed to by the parties (a "*Fee Auditor*") to perform a review and audit of records and reports relating only to volumes of resources, Pass-Through Expenses and travel and living expenses billed to FNT by FIS pursuant to this Agreement (a "*Fee Audit*"). FIS agrees to cooperate fully with the Fee Auditor in preparation of the Fee Audit Report (as defined below) and deliver any requested information to the Fee Auditor which FIS would otherwise be required to furnish to FNT pursuant to Section 14.1 hereof at FNT's sole expense. The Fee Auditor shall prepare and submit to FNT a written report of the results of the Fee Audit (a "*Fee Audit Report*"). FNT will provide FIS with a copy of the Fee Audit Report within five (5) business days of FNT's receipt thereof. In the event that the Fee Audit Report reveals that any Fees have been overbilled, FIS shall (1) reimburse FNT for such Fees with interest from the date upon which the Fee was first paid by FNT (the "*Fee Payment Date*") until the date on which FIS makes such reimbursement, at the prime rate as published in the table money rates in the *Wall Street Journal* on the Fee Payment Date (or the prior date on which the *Wall Street Journal* was published if not published on the Fee Payment Date), ("*Prime Rate*") plus one percent and (2) if FIS is not working in good faith to resolve billing issues identified prior to the audit and the Fees exceed by more than 5% the amount which the Fee Auditor determines to be the proper Fee amount, pay any fees, costs or other expenses owed to the Fee Auditor for performing the Fee Audit. In no event shall FIS's liability for the cost of the Fee Audit exceed reasonable and customary charges for such audits.

ARTICLE 15. FORCE MAJEURE; TIME OF PERFORMANCE

15.1. *Force Majeure.* Neither party shall be held liable for any delay or failure in performance of all or a portion of the Services or Additional Services or of any part of this Agreement from any cause beyond its reasonable control which, with the observation of its duties herein and reasonable care, could not have been avoided or promptly remediated (including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents and floods, each a "*Force Majeure Event*"). Notwithstanding anything in this Agreement to the contrary, none of (a) a failure of FIS or FNT to satisfy FIS's or FNT's respective obligations related to Year 2000 compliance as specified in Section 17.1 (to the extent such failure is not otherwise due to a Force Majeure Event) or (b) the failure of the DRP to meet the requirements of Schedule C-8, if such failure results from FIS's negligence in procuring or implementing the DRP, shall constitute Force Majeure Events. Upon the occurrence of a condition described in this Section 15.1, the party whose performance is prevented or delayed shall give immediate written notice to the other party describing the affected performance ("*Affected Performance*"), and the parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both parties, of such condition, including, without limitation, implementing the DRP, if it has not already been implemented. The parties agree that the party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Events and recommence the Affected Performance. FNT may immediately cease paying for that part of the Affected Performance which FIS is unable to perform. In the event the delay caused by the

Force Majeure Event lasts for a period of more than fifteen (15) days, the parties shall negotiate an equitable modification to this Agreement with respect to the Affected Performance. If the parties are unable to agree upon an equitable modification within ten (10) days after such fifteen (15) day period has expired, then either party shall be entitled to serve thirty (30) days notice of termination on the other party with respect to only such Affected Performance. If the Force Majeure Event for such Affected Performance is continuing upon the expiration of such thirty (30) day notice period the portion of this Agreement

relating to the Affected Performance shall automatically terminate. The remaining portion of this Agreement that does not involve the Affected Performance shall continue in full force and effect. In such event FIS shall be entitled to be paid for that portion of the Affected Performance for which it has completed or in the process of completing through the termination date.

15.2. *Time of Performance and Increased Costs.* FIS's time of performance with respect to Services performed under this Agreement shall be extended, and its obligations under Exhibit H shall be suspended, if and to the extent reasonably necessary, in the event that (a) FNT fails to submit data or materials in the prescribed form agreed to by the parties or in accordance with the requirements identified as the responsibility of FNT in this Agreement, (b) FNT fails to perform on a timely basis or provide adequate resources to perform the tasks, functions or other responsibilities of FNT designated as the responsibility of FNT in this Agreement, (c) FNT or any governmental agency authorized to regulate or supervise FNT makes any special request which extends FIS's normal performance schedule, or (d) any FNT Software does not perform in accordance with its documentation or is not Year 2000 Compliant (and, in each case, the same is necessary for FIS's performance hereunder), or FNT or FIS (at FNT's direction) changes or modifies the FNT Software which change or modification materially affects FIS's performance of the Services (each of (a), (b), (c) and (d) an "*FNT Interruption Event*"). FIS shall give FNT immediate notice of an FNT Interruption Event. If either an FNT Interruption Event occurs and FIS is not prevented thereby from performing any Services, but the occurrence of such FNT Interruption results in (A) an inability of FIS to perform any or all of the Services at the Service Levels or (B) an increased cost to FIS for providing the affected Services, FNT may elect to either (i) suspend FIS's performance of such Service until such time as the FNT Interruption Event no longer exists, and continue to pay for the Services pursuant to Section 13 of this Agreement, or (ii) elect to receive the Services from FIS in which event FIS shall be relieved of Service Levels with respect to the affected Services for so long as the FNT Interruption Event continues. If an FNT Interruption prevents FIS from performing any Services, FNT shall continue to pay FIS for the Services pursuant to Section 13 of this Agreement.

15.3. *Sole and Exclusive.* FIS's sole and exclusive remedy for FNT's failure to perform its obligations described in this Agreement (including Section 17.1(d)(1), but excluding Section 16 or use of FIS intellectual property right beyond the scope permitted by this Agreement), and for the occurrence of an FNT Interruption Event shall be limited as provided in this Section 15.3. In no event shall Section 15.2 affect FIS's right to claim (i) Fees due under this Agreement for Services actually performed and (ii) damages to FIS for the termination of this Agreement in whole, or in part, by FNT (which termination FIS establishes is a breach of this Agreement) based on the lesser of (a) the Termination Fee (described in Section 18.5) plus the Fees from the date of termination through the notice period described in Section 18.1 and (b) Fees based on the volumes of resources multiplied by the number of months from the date of termination through

the end of the Term. FIS's failure to timely or duly perform Services hereunder shall not be a breach hereof to the extent resulting, in whole or in part, from an FNT Interruption Event.

ARTICLE 16. CONFIDENTIALITY

16.1. *Confidential Information.* Each party shall use at least the same standard of care in the protection of Confidential Information of the other party as it uses to protect its own confidential or proprietary information (provided that such Confidential Information shall be protected in at least a reasonable manner). For purposes of this Agreement, "*Confidential Information*" includes (1) all confidential or proprietary information and documentation of either party, including the terms of this Agreement, including with respect to FNT, all FNT Software, FNT Data, all reports, exhibits and other documentation prepared by any FNT Entity in connection with any bid or proposal process and with respect to FIS, the FIS Software, any financial information, and reports, exhibits and other documentation prepared by FIS in connection with any bid or proposal process. Each party shall use the Confidential Information of the other party only in connection with the purposes of this Agreement (including administration and dispute resolution), and shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purpose. Each party shall advise its respective employees, subcontractors, and agents of such party's obligations under this Agreement. Except as otherwise required by the terms of this Agreement (including Article 18) or applicable law or national stock exchange rule, in the event of the expiration of this Agreement or termination of this Agreement for any reason all Confidential Information of a party disclosed to, and all copies thereof made by, the other party shall be returned to the disclosing party or, at the disclosing party's option, erased or destroyed. The recipient of the Confidential Information shall provide to the disclosing party certificates evidencing such destruction. The obligations in this Section 16.1 will not restrict disclosure by a party pursuant to applicable law, or by order or request of any court or government agency; provided that, prior to such disclosure the receiving party shall (i) immediately give notice to the disclosing party and (ii) cooperate with the disclosing party in challenging the right to such access and (iii) only provide such information as is required by law, such order or a final, non-appealable ruling of a court of proper jurisdiction. Confidential Information of a party will not be afforded the protection of this Agreement if such Confidential Information was (A) developed by the other party independently as shown by its written business records regularly kept, (B) rightfully obtained by the other party without restriction from a third party, (C) publicly available other than through the fault or negligence of the other party, or (D) released by the disclosing party without restriction to anyone.

16.2. *Work Product Privilege.* FNT represents and FIS acknowledges that, in the course of providing Services pursuant to this Agreement, FIS may have access to (i) documents, data, databases or communications that are subject to attorney client privilege and/or (ii) privileged work product prepared by or on behalf of the FNT Entities in anticipation of litigation with third parties (collectively, the "*Privileged Work Product*") and that FNT represents and FIS understands that all Privileged Work Product is protected from disclosure by Rule 26 of the Federal Rules of Civil Procedure and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. FNT represents and FIS understands the importance of maintaining the strict confidentiality of the Privileged Work Product to protect the attorney client privilege, work product doctrine and other privileges and rights associated with

such Privileged Work Product pursuant to such Rule 26 and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. After FIS is notified or otherwise becomes aware that documents, data, database, or communications are Privileged Work Product, only FIS personnel for whom such access is necessary for the purposes of providing Services to FNT as provided in this Agreement shall have access to such Privileged Work Product. Should FIS ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, FIS shall, (1) immediately give notice to FNT and (2) cooperate with FNT in challenging the right to such access and (3) only provide such information as is required by a final, non-appealable ruling of a court of proper jurisdiction. FNT shall pay the cost of any additional labor expense beyond that required by this Agreement which is incurred by FIS in complying with the immediately preceding sentence. FNT has the right and duty to represent FIS in such resistance or to select and compensate counsel to so represent FIS or to reimburse FIS for reasonable attorneys' fees and expenses as such fees and expenses are incurred in resisting such access. If FIS is ultimately required, pursuant to an order of a court of competent jurisdiction, to produce documents, disclose data, or

otherwise act in contravention of the confidentially obligations imposed in this Agreement, or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, FIS is not liable for breach of such obligation to the extent such liability does not result from failure of FIS to abide by the terms of this Agreement. All Privileged Work Product is the property of FNT and will be deemed Confidential Information, except as specifically authorized in this Agreement or as required by law.

16.3. *Injunctive Relief.* Each party acknowledges and agrees that, in the event of a breach or threatened breach of any provision of this Article 16, such party shall have no adequate remedy in damages and notwithstanding the dispute resolution clause hereinabove, is entitled to seek an injunction to prevent such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy is to be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.

16.4. *Unauthorized Acts.* Each party shall: (1) notify the other party promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any person which shall become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "*Unauthorized Access*"), (2) promptly furnish to the other party full details of the Unauthorized Access and use reasonable efforts to assist the other party in investigating or preventing the reoccurrence of any Unauthorized Access, (3) cooperate with the other party in any litigation and investigation against third parties deemed necessary by such party to protect its proprietary rights, and (4) promptly prevent a reoccurrence of any such Unauthorized Access.

16.5. *Publicity.* Except as required by law or national stock exchange rule, neither party shall issue any press release, distribute any advertising, or make any public announcement or disclosure (a) identifying the other party by name, trademark or otherwise, or (b) concerning this Agreement without the other party's prior written consent. Notwithstanding the foregoing sentence, in the event either party is required to issue a press release relating to this Agreement or any of the transactions contemplated by this Agreement, or by the laws or regulations of any governmental authority, agency or self-regulatory agency, such party shall (i) give notice and a

copy of the proposed press release to the other party as far in advance as reasonably possible, but in any event not less than five (5) days prior to publication of such press release and (ii) make any changes to such press release reasonably requested by the other party. In addition, FIS may (1) communicate the existence of the business relationship contemplated by the terms of this Agreement internally within FNT's organization and (2) orally and in writing communicate FNT's identity as a reference with potential and existing customers.

16.6. *Data Privacy.*

16.6.1. Where, in connection with this Agreement, FIS processes or stores information about a living individual that is held in automatically processable form (for example in a computerized database) or in a structured manual filing system ("*personal data*"), on behalf of any FNT Entities or their clients, then FIS shall:

(i) process those personal data only on the written instructions of an FNT Entity (or, with an FNT Entity's prior written approval, the FNT Entity's client);

(ii) implement appropriate administrative, physical and technical measures to protect those personal data against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network for which FIS has responsibility, and against all other unlawful forms of processing. Specifically, FIS will provide, without incremental charge, an annual SAS 70 (Type II) audit of its operations at each FIS Technology Center, inclusive of network management from such locations, and at each FIS Service Location to which such processing, in whole or part, may be moved, prepared by a reputable, independent accounting firm. FIS shall provide to FNT a copy of the related audit report promptly after receipt by FIS of such audit report, and in any event within thirty days of FIS's receipt. FIS shall also provide FNT with a copy of the management response that addresses security and procedural changes suggested in any audit report, if any changes are suggested. Should an audit reveal unresolved deficiencies (which FIS agrees are deficiencies) without a management plan to correct them, FNT may require FIS to promptly provide a management response to cure the deficiency and to provide documentation, as reasonably requested, to demonstrate such cure to FNT's reasonable satisfaction. FIS shall bear the costs of the audit and any required remedial action. FIS's security measures shall be in accordance with generally accepted industry standards and applicable Regulations and the Fidelity Information Security Policy in accordance with FIS's obligations pursuant to Section 3.13. FNT may review FIS's then-current security procedures in accordance with the procedures set forth in Section 14 of this Agreement. Should a review of FIS's security procedures and/or policies reveal issues with FIS's security procedures and/or policies that constitute deficiencies as assessed against applicable Regulations, the Fidelity Information Security Policy and generally

accepted industry standards, FNT may require FIS to promptly provide a plan to cure the deficiency and to provide documentation, as reasonably requested, to demonstrate such cure to FNT's reasonable satisfaction. In addition to the security measures previously implemented by FIS as described in FIS's then-current security procedures, FIS agrees to adhere to such additional security measures with respect to FNT's personal data as may reasonably be imposed by FNT in accordance with Section 3.13. FNT will reimburse FIS for its actual costs incurred if adherence to additional security standards requested or required by FNT increases FIS's costs of operation. FIS shall promptly notify FNT of (i) any known material unauthorized possession or use, or attempt thereof, of the data processing files or other personal data; (ii) the effect of such, and (iii) the corrective action taken in response thereto;

(iii) not disclose those personal data to any person except as required or permitted by this Agreement (including without limitation any confidentiality restrictions contained in it) or pursuant to an FNT Entity's written consent;

(iv) provide full cooperation and assistance to the FNT Entities in allowing data subjects (as defined in Directive 95/46/EC of the Parliament and of the Council of the European Union of 24 October 1995) to have access to those data and/or to ensure that those data are deleted or corrected if so required by any FNT Entity; and

(v) not process those personal data except to the extent reasonably necessary to the performance of this Agreement.

Except as otherwise agreed in writing, all personal data relating to the FNT Entities or their clients, or any employees or representatives of the FNT Entities, or otherwise acquired by FIS or FIS Subcontractors as a result of this Agreement shall be processed on behalf of the FNT Entities, and FIS shall have no right to process or permit a third party to process such data other than in performance of FIS's obligations under this Agreement.

16.6.2. FNT may instruct FIS, where FIS processes personal data on behalf of FNT Entities, to take such steps in the processing of those personal data as are reasonably necessary for the performance of this Agreement.

16.6.3. If FIS or any FIS Subcontractors transfers any of the personal data that were provided to FIS by FNT Entities to another jurisdiction for processing outside the United States, FIS shall ensure that the transfer, and FIS's subsequent processing of personal data in the second jurisdiction, do not put the FNT Entities in breach of relevant data protection laws in the jurisdiction to which the personal data is transferred.

16.6.4. FNT Entities may, in connection with this Agreement, collect personal data in relation to FIS and FIS's employees, directors and other officers involved in providing Services

hereunder. Such data may be collected from FIS, its employees, its directors, its officers, or from other (for example, published) sources; and some limited personal data may be collected indirectly at FNT's (or FNT's Entities') locations from monitoring devices or by other means (e.g., telephone logs, closed circuit TV and door entry systems). Nothing in this Section 16.6.4 obligates FIS or FIS's employees, directors or other officers to provide personal data requested by FNT. The FNT Entities may use and disclose any such data disclosed by FIS solely for purposes connected with this Agreement and for the relevant purposes specified in the data privacy policy of the FNT Entity (a copy of which is available on request). In particular, FNT may for these purposes transfer such data to any country in which FNT's worldwide organization does business (including to other FNT Entities) so long as FNT does so in compliance with the relevant data protection laws. FIS agrees to such transfer in its own right and on behalf (with the authority) of its employees, directors and other officers. FNT will maintain the same level of protection for personal data collected from FIS (and FIS's employees, directors and officers, as appropriate) as FNT maintains with its own personal data, and will implement appropriate administrative, physical and technical measures to protect the personal data collected from FIS and FIS's employees, directors and other officers against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access.

ARTICLE 17. REPRESENTATIONS AND WARRANTIES

17.1. *Representations and Warranties.*

(a) FIS represents that:

(1) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas.

(2) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

(3) With respect to the subject matter of this Agreement, it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on FIS's ability to fulfill its obligations under this Agreement.

(4) The execution, delivery and performance of this Agreement (a) has been duly authorized by FIS and (b) will not conflict with or result in a violation of any of the terms, conditions or provisions of any note, bond, mortgage, indenture or deed of trust or any license, lease agreement or other instrument or obligation to which FIS is a party or by which FIS or any of its assets is bound or affected.

(5) It is in compliance with all applicable Federal, state, local, international and foreign laws and regulations applicable to it in connection with its obligations under this Agreement.

(6) There is no outstanding litigation, arbitrated matter or other dispute to which FIS is a party which, if decided unfavorably to FIS, would reasonably be expected to have a potential or actual material adverse effect on FIS's or FNT's ability or on FIS's cost to fulfill its obligations under this Agreement.

(7) None of the FIS Service Locations is in violation of applicable environmental laws.

(8) FIS has no knowledge after due inquiry that the provision of the FIS Software infringes upon the proprietary or contractual rights of any third party.

(9) The execution, delivery and performance of this Agreement will not cause a breach of any commitments by FIS to third parties.

(10) FIS does not have any commitments to third parties that would cause a breach of FIS's obligations under this Agreement.

(11) No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by FIS in order for it to enter into and perform its obligations under this Agreement.

(12) FIS has the right to use the FIS Software to provide the Services and FIS is not aware of any claims of any party which could reasonably threaten such use.

(b) *Covenants and Warranties of FIS.* FIS covenants and warrants that:

(1) In connection with providing the Services, FIS shall comply with all applicable Federal, state and local laws and regulations and shall obtain all applicable permits and licenses related to the FIS Service Locations.

(2) FIS shall maintain and keep the Systems and any other software or Equipment used, exclusively or otherwise, in the provision of the Services, in such condition and state of repair consistent with generally accepted industry practices.

(3) Any FIS Proprietary Software will not contain any undisclosed back door, spyware, time bomb, drop dead device, clock, timer, copy protection feature, replication device, CPU serial number reference or other software routine designed to disable, lock or erase or otherwise interfere with normal use of a computer program, data, or any other files on the user's systems, automatically with the passage of time or under the positive

---

control of a person other than a licensee of the software (collectively, "*Self-Help Code*") and FIS will make reasonable efforts to prevent the introduction of any virus, Trojan horse, worm contaminants, or other software routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm software, hardware or data, or to perform any other similar actions (collectively, "*Unauthorized Code*").

(4) FIS warrants that the Services and the Additional Services will be performed in a professional and workmanlike manner in accordance with the care and skill ordinarily used by other members of the information processing industry practicing under similar conditions for similar customers at the same time, and in no event at a level less than provided by FIS to any other of its similarly situated customers, internal or external, until such time as the baseline has been completed and the Service Levels have been mutually agreed upon.

(5) Year 2000 Compliance.

(a) *Definition.* For purposes of this Section, the term "*Year 2000 Compliant*" means that the software, hardware, or equipment, as applicable, manages and manipulates data involving dates, including single-century, cross-century and leap year formulas and date values without resulting in the generation of incorrect or invalid values involving such dates or causing an abnormal ending.

(b) *Representations Regarding the FIS Proprietary Software.* The FIS Proprietary Software shall be Year 2000 Compliant; provided, however, that FIS shall not be responsible or liable for any failure of the FIS Proprietary Software to be Year 2000 compliant or for any improper operation or malfunction of the FIS Proprietary Software under any of the following conditions:

(i) The failure of the FIS Proprietary Software to be Year 2000 Compliant is the result, in whole or in part, of either the interaction between the FIS Proprietary Software and any other software or systems which are not Year 2000 Compliant or the interface between the FIS Proprietary Software and any other software or systems which may pass data into or accept data from the FIS Proprietary Software; or

(ii) The failure of the FIS Proprietary Software is the result, in whole or in part, of any hardware, operating systems, or equipment which is either provided by FNT or for which, under the terms of this Agreement, FIS is not responsible; or

---

(iii) The failure is the result of modifications made to the FIS Proprietary Software either by FNT or by a third party at FNT's request.

In the event that the FIS Proprietary Software is not Year 2000 Compliant, subject to the limitations set forth above, FNT's sole and exclusive remedy shall be that FIS shall correct and repair the FIS Proprietary Software to make it Year 2000 Compliant.

(c) *Warranty With Respect to Services.* FNT acknowledges that FIS shall have no responsibility for FNT's Year 2000 compliance or readiness and that FIS has made no representations that Services provided hereunder will make FNT Year 2000 Compliant or ready.

(d) *Warranty with Respect to Environment*. FNT acknowledges that FIS is relying on the representations made by its third-party suppliers regarding the Year 2000 compliance or readiness of the FIS Third-Party Software, the FNT Third Party Software, operating systems, machines, hardware environment and equipment and that it is those third-party suppliers' responsibility to provide for the Year 2000 compliance of the products they manufacture or provide. Upon request by FNT, FIS shall provide FNT with the terms and conditions of any applicable manufacturers' warranties for such products and shall assign to FNT, without additional charge, such warranties as the manufacturers may extend to FIS for the benefit

of FNT. In the event that any part of an FIS Service Location supporting Services is not Year 2000 compliant, FIS will use its reasonable and good faith efforts to cause the third-party supplier of the non-compliant FIS Third-Party Software, the FNT Third Party Software, operating systems, machines, hardware environment or equipment to make such FIS Third-Party Software, the FNT Third Party Software, operating systems, machines, hardware environment or Equipment Year 2000 Compliant and will replace such non-compliant FIS Third Party Software, FNT Third Party Software, operating systems, machines, hardware environment or equipment with comparable products if FIS, in its reasonable discretion, deems replacement is necessary. FIS makes no representations or warranties of any kind, express, implied or statutory, as to the Year 2000 compliance or readiness of such FIS Third-Party Software, the FNT Third Party Software, operating systems, machines, hardware environment and/or equipment or the sufficiency thereof.

(e) *Disclaimer.* EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, FIS MAKES NO OTHER WARRANTIES WITH RESPECT TO THE YEAR 2000 COMPLIANCE OF ANY

SOFTWARE, MACHINES, HARDWARE, EQUIPMENT OR SERVICES PROVIDED BY FIS HEREUNDER AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO YEAR 2000 COMPLIANCE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

(c) *Representations of FNT.* FNT represents that:

(1) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(2) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

(3) With respect to the subject matter of this Agreement, it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on FNT's ability to fulfill its obligations under this Agreement.

(4) The execution, delivery and performance of this Agreement (a) has been duly authorized by FNT and (b) will not conflict with or result in a violation of any of the terms, conditions or provisions of any note, bond, mortgage, indenture or deed of trust or any license, lease agreement or other instrument or obligation to which FNT is a party or by which FNT or any of its assets is bound or affected.

(5) It is in compliance with all applicable Federal, state, local, international and foreign laws and regulations applicable to FNT in connection with its obligations under this Agreement.

(6) There is no outstanding litigation, arbitrated matter or other dispute to which FNT is a party which, if decided unfavorably to FNT, would reasonably be expected to have a potential or actual material adverse effect on FIS's or FNT's ability to fulfill its obligations under this Agreement.

(d) *Covenants of FNT:*

(1) FNT responsibilities shall be performed in a good and workmanlike manner in accordance with the care and skill ordinarily used by other members of the title insurance industry practicing under similar conditions at the same time.

(e) FIS's sole and exclusive remedy for FNT's breach of Section 17.1 shall be as set forth in Sections 15.2 and 15.3.

17.2. *Disclaimer.* EXCEPT AS SPECIFIED IN THIS AGREEMENT, NEITHER FNT NOR FIS MAKES ANY WARRANTIES WITH RESPECT TO THE AGREEMENT AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

ARTICLE 18. TERMINATION

18.1. *Termination for Convenience.* Termination of this Agreement, in whole or in part, by FNT for convenience and associated partial termination amounts, termination fees and minimum purchase commitments for the Services are addressed in Exhibit I.

18.2. *Termination.*

(a) If FIS fails to perform any of its material obligations under this Agreement and does not cure such failure within thirty (30) days of receipt (or, if a cure could not reasonably be completed in thirty days, but FIS is diligently pursuing a cure, then within sixty (60) days) ("*Default Cure Period*") of a notice of default ("*Default Notice*") from FNT, then FNT may terminate this Agreement (or any relevant Specific Core Service, Statement of Work, Base Services Agreement, or reasonably separable Service which is separately priced ("*Service Component*")) effective on the last day of the Default Cure Period. FNT shall not be required to provide a Default Notice with respect to the occurrences described in Section 18.2(b) and (c). If FNT fails to timely pay undisputed amounts due hereunder, or otherwise breaches its duty of confidentiality in a manner which has or may have a material adverse impact on FIS, and does not cure such failure within the Default Cure Period of a Default Notice from FIS, then FIS may terminate this Agreement (or at FIS's discretion any relevant Service Component) effective as of the last day of the Default Cure Period.

(b) With respect to material breaches of the provisions of Section 16.1, 16.2, and/or 16.6, the Default Cure Period under Section 18.2 will be two (2) business days. This Section 18.2(b) shall not limit or obviate in any way any other remedies to which a terminating party may be entitled pursuant to this Agreement, by law, at equity or otherwise for breach of Sections 16.1, 16.2, and/or 16.6.

(c) FNT may terminate this Agreement or any Service Component(s) without liability to either party, other than Fees for Services, Additional Services or Termination Assistance Services performed, if FIS has a Change of Control not approved by FNT. A "*Change of Control*" means (i) the consolidation or merger of FIS, directly or indirectly, with or into a Direct Competitor of FNT or (ii) the sale of all or substantially all of the assets of FIS, directly or indirectly, to a Direct Competitor of FNT, provided, however, that "Change of Control" shall not

include the Merger or any transaction or transfer occurring in connection with the Certegy Merger Agreement.

18.3. *Termination for Insolvency.*

(a) In the event that either party:

(1) shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or

(2) shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code, (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (vi) take any corporate, partnership or other action for the purpose of effecting any of the foregoing;

then the other party may, by giving notice thereof to such party, exercise any termination right, and such termination shall become effective as of the date specified in such termination notice.

(b) In the event that:

(1) a proceeding or case shall be commenced, without the application or consent of a party, in any court of competent jurisdiction, seeking (i) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of such party or of all or any substantial part of its property or assets or (iii) similar relief in respect of such party under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days or more days; or

(2) an order for relief against such party shall be entered in an involuntary case under the Bankruptcy Code;

then the other party may, by giving notice thereof to such party, exercise any termination right, and such termination shall become effective as of the date specified in such termination notice.

18.4. *Termination Assistance.* Upon the termination or expiration of this Agreement, or any Service Component, for any reason, FIS will provide FNT, at FNT's request, the transition services reasonably necessary for FNT to effect an orderly transition for the performance by or on behalf of FNT of the Services so terminated. Further, FIS will provide, at FNT's request, all staff, services and assistance reasonably required by FNT for such transition ("*Termination Assistance Services*"). All Termination Assistance Services shall be at FIS's then-standard rates for services of the type to which such Fees apply, whichever is applicable. In the event FIS terminates this Agreement for material breach by FNT, FNT shall prepay to FIS all anticipated fees and expenses related to the Termination Assistance Services prior to the commencement of Termination Assistance Services. FIS will comply with FNT's directions to accomplish the orderly transition and migration of the Services to FNT, or any entity designated by FNT, from FIS. FIS will continue to provide Services in connection with Termination Assistance Services for a period of up to six (6) months after termination or expiration of this Agreement, or any Service Component, but only if requested by FNT, and for such further period as mutually agreed by FNT and FIS ("*Termination Assistance Period*"). FIS's obligations under this Section 18.4 will also consist of the following:

(a) FIS shall, upon FNT's request, promptly provide FNT with detailed specifications and documentation available to FIS for Equipment and FIS Software.

(b) FIS shall, at FNT's request and at FNT's sole expense, make reasonable efforts to promptly transfer to FNT or any entity designated by FNT, any rights to access and to use the FIS Third Party Software then being used by FIS in providing the Termination Assistance Services under this Agreement and FIS shall, at FNT's request and at FNT's sole expense, make reasonable efforts to cause the grant to FNT, or any entity specified by FNT, of any necessary rights to access and use the FIS Third Party Software, to the extent such rights have not previously been so acquired or transferred.

(c) Notwithstanding Section 8.7 above, FIS hereby consents to FNT's solicitation and/or hiring by FNT of those Project Staff that FIS and FNT jointly determine, at any time after notice of termination of any Service Component(s), of Project Staff working on such Service Components.

(d) FIS shall make available to FNT for purchase, all Equipment owned by FIS and used in the provision of the Services which are dedicated solely to the Services, for a purchase price equal to the greater of (i) the then current net book value for such Equipment or (ii) the fair market value as determined by the Management Committee. For the Equipment not purchased by FNT in accordance with the provisions of the immediately preceding sentence, FIS shall identify, and assist FNT in procuring, at FNT's sole expense, suitable functionally equivalent replacements. Notwithstanding any of the foregoing to the contrary, FNT shall not be required to make any payment for the transfer of ownership rights to FNT of Equipment in connection with the purchase of which FIS originally charged FNT the purchase price therefor as a Pass-Through Expense. Payment shall be

prorated to that portion of the purchase price which was not paid as a Pass-Through Expense.

(e) At FNT's request, FIS shall make available to the extent permitted by the terms of a lease, all leases for the Equipment leased by FIS and used in the provision of the Services, and shall assist in obtaining consents to such assignments.

(f) At FNT's request, FIS shall provide training reasonably required by FNT for the personnel who will be assuming responsibility for services and operations only during the Termination Assistance Period. FIS shall provide training to FNT after the Termination Assistance Period according to FIS's standard fees and class schedules.

(g) FIS shall provide such other services only if, and at the rates, mutually agreed to by the Parties.

ARTICLE 19. EXIT PLAN

19.1. *Description of Termination Assistance Services.* Within one hundred eighty (180) days of the Effective Date, FIS will provide to FNT a description of Termination Assistance Services, reasonably acceptable to FNT.

19.2. *Implementation.* Upon the expiration or termination of this Agreement for any reason:

(a) FIS shall provide assistance in building a detailed exit plan, which plan shall include, at a minimum, a high level work plan that sets forth the activities and associated timeline required to effect such a transfer and maintain ongoing operations;

(b) FIS shall provide the Termination Assistance Services pursuant to Section 18.4;

(c) The FNT Entities will allow FIS to use, at no charge, those FNT Entity facilities being used to perform the Termination Assistance Services for as long as FIS is providing the Termination Assistance Services to enable FIS to effect an orderly transition of FIS's resources to FNT or its designees; and

(d) Each party will have the rights specified in Article 9 in respect of the Designated Software.

ARTICLE 20. INDEMNIFICATION

20.1. *Indemnification by FIS.* FIS shall indemnify, defend and hold harmless (collectively, "*Indemnify*") FNT and its respective employees, agents, officers, and designated representatives and including, for purposes of Sections 20.1(d) and 20.3, the FNT Entities (collectively, the "*FNT Indemnified Parties*") from and against any judgment, damage, fine, demand, loss, cost of any kind, liability (including settlements and judgments) or expense (including reasonable attorneys' fees and expenses and court costs) (collectively, "*Damages*"):

(a) arising in connection with or as a result of (i) a violation of international, foreign, Federal, state, local or other laws or regulations for the protection of persons or members of a protected class or category of persons, including unlawful discrimination by FIS or any FIS Subcontractors or any of their respective employees or agents (collectively the "*FIS Agents*," and each, a "*FIS Agent*"), (ii) work-related injury or death caused by FIS or any FIS Agent; or (iii) any other aspect of the employment relationship of any FIS employee with FIS or the termination of the employment relationship with FIS (including claims for breach of an express or implied contract of employment), to the extent caused by alleged or actual improper conduct of FIS or any FIS Agent;

(b) relating to any amounts including taxes, interest and penalties assessed against FNT that are the obligations of FIS pursuant to Article 13;

(c) arising in connection with or as a result of death, personal injury, or damage to or loss of real or personal property, which is caused by the acts or omissions of FIS or any FIS Agent;

(d) arising in connection with or as a result of FIS's breach of any confidentiality obligations of FIS pursuant to Article 16; or

(e) arising in connection with the failure of FIS to comply with its obligations pursuant to Article 10.

20.2. *Indemnification by FNT.* FNT shall Indemnify FIS and its respective employees, agents, officers, and designated representatives (collectively, the "*FIS Indemnified Parties*", each of the FIS Indemnified Parties and the FNT Indemnified Parties individually are referred to as an "*Indemnified Party*") from and against any Damages:

(a) arising in connection with or as a result of (i) a violation of international, foreign, Federal, state, local or other laws or regulations for the protection of persons or members of a protected class or category of persons, including unlawful discrimination by FNT or any of FNT's subcontractors or any of their respective employees or agents (collectively, the "FNT Agents," and each, a "FNT Agent"), (ii) work-related

injury or death caused by FNT or any FNT Agent; or (iii) any other aspect of the employment relationship of any FNT employee with FNT or the termination of the employment relationship with FNT (including claims for breach of an express or implied contract of employment), to the extent caused by alleged or actual improper conduct of FNT or any FNT Agent;

(b) relating to any amounts including taxes, interest and penalties assessed against FIS that are the obligations of FNT pursuant to Article 13;

(c) arising in connection with or as a result of death, personal injury, or damage to or loss of real or personal property, which is caused by the acts or omissions of FNT or any FNT Agent; or

(d) arising in connection with or as a result of FNT's breach of any confidentiality obligations of FNT pursuant to Article 16.

20.3. *FIS Intellectual Property Indemnification.*

(a) FIS shall Indemnify the FNT Indemnified Parties with respect to Damages arising in connection with or as a result of any actual or alleged infringement by any of the FIS Software, FNT Third Party Software licensed by FIS unless the terms of the license are approved by FNT in writing in advance (which, upon such approval, will be "*FNT Approved Software*"), Developed Software, Documentation, or the manner in which the Services are performed of any patent, copyright, trademark, trade name or other intellectual property or proprietary or contractual rights of a third party. FIS shall not be responsible for any actual or alleged infringement of Developed Software or Services to the extent required by specifications or instructions given by FNT.

(b) If, in FIS's opinion, any FIS Software, FNT Approved Software, or Documentation or portion thereof furnished hereunder is likely to or does become the subject of a claim of infringement or misappropriation, FIS shall either recommend for FNT's consideration an item which is equally suitable and upon FNT's approval of the recommended replacement, replace the infringing item, or modify the alleged infringement so that it becomes non-infringing, so long as such modification or replacement does not cause a material disruption in any FNT technology systems or operations, or at FIS's expense, obtain the right for FNT to continue the use of such item.

(c) FIS shall use reasonable efforts to cause all licenses to FIS Third Party Software, FNT Third Party Software that FIS licenses and/or acquires on FNT's behalf, or other third party proprietary materials used to provide the Services to contain infringement indemnification for FNT to the same extent that such indemnification is provided hereunder.

(d) This Section states FNT's and the FNT Entities' sole and exclusive remedy for any actual or alleged infringement of any third party's intellectual property or proprietary or contractual rights.

20.4. *FNT Intellectual Property Indemnification.*

(a) FNT shall Indemnify the FIS Indemnified Parties with respect to Damages arising in connection with or as a result of any actual or alleged infringement by any of the FNT Proprietary Software, FNT Third Party Software as furnished by FNT under this Agreement, or any patent, copyright, trademark, trade name or other intellectual property or proprietary or contractual rights of a third party. FNT shall not be responsible for any actual or alleged infringement of FNT Proprietary Software which arises out of specifications or instructions given by FIS. Notwithstanding the foregoing, FNT's indemnification obligation to FIS Indemnified Parties for FNT Third Party Software that is procured by FIS and is

not FNT Approved Software shall be limited to the amount (if any) of FNT's recovery relating to the claim pursuant to the applicable license agreement for such software.

(b) If, in FNT's opinion, any FNT Proprietary Software, FNT Third Party Software as furnished by FNT under this Agreement and FNT Approved Software (but not FNT Third Party Software that is licensed by FIS and not FNT Approved Software), or portion thereof furnished hereunder is likely to or does become the subject of a claim of infringement or misappropriation, FNT shall either recommend for FIS's consideration an item which is equally suitable and upon FIS's approval of the recommended replacement, replace the infringing item, or modify the alleged infringement so that it becomes non-infringing, so long as such modification or replacement does not cause a material disruption to the Services or at FNT's expense, obtain the right for FIS to continue the use of such item.

(c) This Section states FIS's sole and exclusive remedy for any actual or alleged infringement of any third party's intellectual property or proprietary or contractual rights.

20.5. *Indemnification Procedures.* Upon (a) the occurrence of an event or (b) the commencement of any civil, criminal, administrative, arbitral or investigative claim, action, suit or proceeding (each, a "*Claim*") against an Indemnified Party, in connection with which Damages have been incurred or are likely to be incurred, notice thereof shall be given to the party that is obligated to provide indemnification (the "*Indemnifying Party*") as promptly as practicable; provided, however, that any delay on the part of the Indemnified Party in providing such notice shall not relieve the Indemnifying Party of its indemnification obligation except to the extent the Indemnifying Party is detrimentally prejudiced thereby. After such notice, the Indemnifying Party shall immediately either provide the required indemnification or take control of the defense and investigation of the Claim, if any, and employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall, at the expense of the Indemnifying Party, cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of the Claim and any appeal arising therefrom. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of the Claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that Claim. If the Indemnifying Party does not assume full control over the defense of

a Claim subject to such defense as provided in this Section 20.5, the Indemnified Party shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.

20.6. *Contribution.* Notwithstanding anything herein to the contrary, if any third party Claim is commenced against one or both parties that would, if brought against both parties, entitle each party to indemnification from the other under either Section 20.1, Section 20.2, Section 20.3

or Section 20.4 the parties shall allocate between themselves any liability or expenses (including reasonable attorneys' fees and expenses) arising out of or relating to such Claim, according to the parties' relative shares of liability. Neither contributory negligence nor any analogous principle shall be a defense to any allocation of liability or expenses pursuant to this Section 20.6. An Indemnifying Party shall not be relieved of its obligation to provide the defense against any Claim pursuant to such Indemnifying Party's obligations under this Article 20, notwithstanding any dispute by such Indemnifying Party relating to whether any act or omission of the Indemnified Party contributed to the Claim to which the obligation to Indemnify arises.

20.7. *Limitation of Liability.*

(a) SUBJECT TO THIS SECTION 20.7, EACH PARTY SHALL BE LIABLE TO THE OTHER FOR ALL DIRECT DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS, ACTIONS, LOSSES, COSTS, DAMAGES AND EXPENSES RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. SUBJECT TO SECTION 20.8 BUT NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR DAMAGES, WHETHER ARISING IN CONTRACT, TORT, EQUITY, NEGLIGENCE OR OTHERWISE, EXCEED THE GREATER OF (A) THE FEES PAID BY FNT TO FIS PURSUANT TO THIS AGREEMENT OVER THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY AND (B) TEN MILLION DOLLARS ($10,000,000).

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

20.8. *Exclusions.* The provisions set forth in Section 20.7(a) do not apply to and do not limit damages recoverable for (a) the indemnification provisions set forth in this Article 20 relating to third party claims, (b) breach of Section 16.1, or (c) damages arising out of gross negligence or intentional misconduct, nor shall any such damages accrue toward satisfaction of the foregoing limitation on damages.

ARTICLE 21. WAIVER

No delay or omission by a party to exercise any right or power accruing hereunder will impair or be construed as a waiver of any such right or power nor will such party be deemed to have waived any event of default or acquiesced in it, and such party shall exercise every such right and power from time to time and as often as shall be deemed expedient. All waivers shall be in writing and signed by the party waiving its rights.

ARTICLE 22. INSURANCE

22.1. *Coverage Required.* During the Term, FIS shall obtain and maintain, and require any FIS Subcontractors performing Services pursuant to the terms of this Agreement to obtain and

maintain, without incremental cost to FNT, until the end of the Term and for any Termination Assistance Period, insurance of the types and in the amounts set forth below. FIS's duty to maintain such insurance coverage for itself shall nonetheless be relieved for so long as FIS is insured under the insurance policy or policies maintained by FNT, *provided*, *however*, that FIS reimburses FNT for FIS's portion of the cost of such insurance. Upon written agreement between the Parties at the time FIS will cease to be covered by FNT's insurance, and subject to annual renewal, this provision may be satisfied by FIS's self-insurance. The required insurance coverages are:

(a) statutory workers' compensation in accordance with all international, foreign, federal, state and local requirements;

(b) employer's liability insurance in an amount not less than $1,000,000 per occurrence, covering bodily injury by accident or disease, including death;

(c) commercial general liability (including products/completed operations with coverage being maintained for a period of five (5) years past the termination or expiration of this Agreement and contractual liability insurance or such equivalent insurance in a foreign jurisdiction) in an amount not less than $1,000,000;

(d) comprehensive automobile liability covering all vehicles that FIS owns, hires or leases in an amount not less than $1,000,000 (combined single limit for bodily injury and property damage);

(e) professional errors and omissions liability insurance in an amount of not less than $5,000,000 per occurrence for liability arising out of any negligent act, error, mistake or omission of FIS or any FIS Subcontractors performing Services pursuant to the terms of this Agreement; and

(f) fidelity insurance covering all employees of FIS with limits of not less than $2,000,000 per claim.

22.2. *Insurance Documentation.* To the extent third party insurance is obtained or maintained pursuant to Section 22.1, FIS shall, within ten (10) days of commencing work, furnish to FNT certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage referenced in Section 22.1 and naming FNT as an additional insured on those policies described in Section 22.1(c) and (d) above. Such certificates or other documentation shall include a provision whereby thirty (30) days' notice must be received by FNT prior to coverage cancellation or material

alteration of the coverage by either FIS or any FIS Subcontractors performing Services pursuant to the terms of this Agreement, or the applicable insurer. If reasonably requested by FNT, certified copies of any or all of the actual policies of insurance required hereunder shall be provided to FNT.

ARTICLE 23. MISCELLANEOUS PROVISIONS

23.1. *Notices.* Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall have been deemed to have been properly given, unless explicitly stated

otherwise if sent to each of the persons at the addresses or facsimile numbers set forth below for a party by (i) Federal Express or other comparable overnight courier, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) facsimile during normal business hours to the place of business of the recipient; *provided* that any facsimile notice must be followed the same day with a delivery of identical notice by Federal Express or other comparable overnight courier, for next business day delivery.

In the case of FNT, to:	Fidelity National Title Group, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attention: President
With a copy to:	Fidelity National Title Group, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attention: General Counsel
In the case of FIS:	Fidelity Information Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attention: President
With a copy to:	Fidelity Information Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attention: General Counsel

All notices, notifications, demands or requests so given shall be deemed given and received (i) if mailed, three (3) days after being deposited in the mail; (ii) if sent via overnight courier, the next business day after being deposited; or (iii) if sent via facsimile on a business day, that day, or if sent via facsimile on a day that is not a business day, the next day that is a business day; provided that any facsimile notice must be followed the same day with a delivery of identical notice by Federal Express or other comparable overnight courier, for next business day delivery. Either party may change its address(es) or facsimile number(s) or the individual(s) for notification purposes by giving the other party notice of the new address(es) or telecopy number(s) and/or individual(s) and the date upon which it will become effective.

23.2. *Counterparts.* This Agreement shall be executed in any number of counterparts all of which taken together will constitute one single agreement between the parties.

23.3. *Headings.* The article and section headings and the table of contents are for reference and convenience only and will not be considered in the interpretation of this Agreement.

23.4. *Relationship.* The performance by FIS of its duties and obligations under this Agreement are that of an independent contractor and nothing contained in this Agreement, except for the limited agency expressly provided for herein, creates or implies an agency relationship between FNT and FIS, nor will this Agreement be deemed to constitute a joint venture or partnership

between FNT and FIS. FIS and FNT agree that FIS is an independent contractor and its personnel are not FNT's agents or employees for federal or state tax purposes, and are not entitled to any FNT employee benefits. Except as specifically set forth herein, each party assumes sole and full responsibility for its acts and the acts of its personnel, agents and subcontractors. Neither party has any authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other party in any manner whatsoever except as specifically set forth herein.

23.5. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each such provision of this Agreement will be valid and enforceable to the extent permitted by law.

23.6. *Entire Agreement.* This Agreement and each of the Exhibits and Schedules, which are hereby incorporated by reference into this Agreement, is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement is intended to supersede any and all continuing agreements among FIS and/or Subsidiaries on the one hand and FNT and/or FNT Entities on the other, for substantially similar services as contemplated herein. Without limiting the foregoing, the parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior MSA Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior MSA Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

23.7. *Amendments.* No amendment to, or change, waiver, or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver, or discharge is sought to be enforced.

23.8. *Governing Law.* This Agreement will be interpreted pursuant to and governed by the laws of the State of Florida applicable to contracts to be performed within Florida, without giving effect to any conflicts of law doctrine of such State.

23.9. *Survival.* The terms of Article 9, Section 12.2, Section 13.3, Article 14.2, Article 15, Article 16, Article 17, Section 18.4, Article 20, Article 21, and Article 23 will survive the expiration of this Agreement or termination of this Agreement for any reason.

23.10. *Third Party Beneficiaries.* Each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than FNT or FIS or, with respect to Sections 20.1(d) and 20.3, the FNT Entities. Notwithstanding the foregoing sentence, (i) FIS shall have the right to bring a claim against FNT to the extent such claim results from an FNT Entity failing to abide by the terms of this Agreement and (ii) FNT shall have the right to bring any claim against FIS on behalf of any other FNT Entity which results from FIS's failure to deliver Services to such FNT Entity in accordance with the terms of this Agreement or to comply with the terms of this Agreement.

23.11. *Acknowledgment.* FNT and FIS each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' agreement based upon the level of risk to FNT and FIS associated with their respective obligations under this Agreement and the payments to be made to FIS and charges incurred by FIS pursuant to this Agreement. The parties agree that the terms and conditions of this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

23.12. *Covenant of Further Assurances.* FNT and FIS covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of FNT and FIS will execute and deliver any further legal instruments and perform any acts which are or shall become necessary to effectuate the purposes of this Agreement.

[signature page to follow]

23.13. *Assignment.* Except as specified in Sections 3.2 and 8.4, neither FNT nor FIS shall assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for in this Agreement, without the express written consent of the non-assigning Party, provided, however, that the parties hereby agree and acknowledge that, upon the consummation of the merger transaction contemplated by the Certegy Merger Agreement, Certegy and Merger Co shall each be a permitted assignee of FIS's rights and obligations under this Agreement. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning party's successors and assigns. Any attempted assignment, delegation or transfer, other than as described and permitted by this Section 23.13, will be null and void and of no effect. Either party shall be permitted to assign this Agreement to any Affiliate except that the assigning party shall remain responsible for all obligations under this Agreement including the payment of Fees.

23.14. *Effectiveness*. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

FIDELITY INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

SCHEDULE I

The defined terms used in this Agreement shall have the meanings set forth in the Sections of this Agreement and Exhibits listed:

TERM	SECTION/EXHIBITS
Account Manager	8.2

Additional Services	3.5(a)
Affected Performance	15.1
Affiliate	3.2
Agreement	Heading
Ancillary FIS Proprietary Software	9.3(c)
Ancillary Tasks	3.1(c)
As Is environment	3.1(a)
Assignment and Assumption Agreement	Recitals
Base CPI Index	13.8(a)
Certegy	Recitals
Certegy Merger Agreement	Recitals
Change Control Procedures	3.8
Change of Control	18.2(c)
Claim	20.5
Confidential Information	16.1
Consents	10
Core Services	3.3
CPIU	13.8(a)
Current CPI Index	13.8(a)
Damages	20.1
Data Safeguards	6.2(b)
Deadline Notice	2.2(a)
Default Cure Period	18.2(a)
Default Notice	18.2(a)
Deposit Amount	7.3
Deposit Institution	7.3
Designated Software	9.4
Developed Software	9.5
Director Competitor	8.4
Disaster	Exhibit A
Dispute(s)	7.2(a)
Disputing Party	7.3
DRP	Exhibit A
Effective Date	Heading
Equipment	9.6
Escalation Process	7.2(d)
Executive Management	7.2(c)
Expiration Date	2.2(a)

TERM	SECTION/EXHIBITS
Failure Recognition Event	5.3
Fee Audit	14.2
Fee Audit Report	14.2
Fee Auditor	14.2
Fee Payment Date	14.2
Fees	13.1
Fidelity Information Security Policy	Exhibit J
First Tier Management	7.2(b)
FIS	Heading
FIS Agent(s)	20.1(a)
FIS Developed Items	9.5
FIS Equipment	9.6
FIS Indemnified Parties	20.2
FIS Key Employees	8.2
FIS Managed Agreements	11.1
FIS Managed Invoice(s)	11.2
FIS Proprietary Software	9.3(a)
FIS Relationship Manager	7.1
FIS Service Location Move	6.1
FIS Service Location Project Plan	6.1
FIS Service Location (s)	6.1
FIS Software	9.4
FIS Subcontractors	3.2
FIS Third Party Software	9.4
FNF	Recitals
FNI Co	Recitals
FNT	Heading
FNT Agent	20.2(a)
FNT Approved Software	20.3(a)
FNT Data	12.1
FNT Entity(ies)	3.1(a)
FNT Equipment	9.6

TERM	SECTION/EXHIBITS
FNT Indemnified Parties	20.1
FNT Interruption Event	15.2
FNT Location	6.2(f)
FNT Proprietary Software	9.2
FNT Relationship Manager	7.1
FNT Software	9.2
FNT Third Party Software	9.2
Force Majeure Event	15.1
FTE	8.2
Future State environment	3.1(b)
Incidents	Exhibit A
Indemnified Parties	20.2
Indemnify	20.1

TERM	SECTION/EXHIBITS
Indemnifying Party	20.5
Initial Term	2.1
Initial Term Expiration Date	2.1
Management Committee	7.1
Merger	Recitals
Merger Co	Recitals
Move Expense Summary	6.1
NAB	6.2
One Year Renewal Period	2.2(a)
On-Site FTEs	8.2
On-Site Period	8.2
Operations Analyst On-Site Period	8.2
Pass-Through Expenses	13.9
Personal Data	16.6.1
Prime Rate	14.2
Prior MSA Agreement	Recitals
Privileged Work Product	16.2
Programmer Support On-Site Period	8.2
Project Staff	8.1
Regulation	3.13
Release Package	Exhibit A
Removal Expense Summary	8.4
Renewal Notice	2.2(a)
Renewal Period	2.2(a)
Renewal Right	2.2(a)
Report(s)	3.12
Security Incident	6.2(c)
Self-Help Code	17.1(b)(3)
Service Component	18.2(a)
Service Level Audit	5.7
Service Level Audit Report	5.7
Service Level Auditor	5.7
Service Level Credit Event	5.4
Service Level Credit Trigger	5.4
Service Level Credits	5.4
Service Levels	5.1
Services	3.1(a)
Statement of Work	3.5
Subsidiary	3.1(d)
Systems	9.7
Technology Review	3.10(a)
Term	2.2(a)
Termination Assistance Period	18.4
Termination Assistance Services	18.4
Termination Fee	18.5

TERM	SECTION/EXHIBITS
Two Year Renewal Period	2.2(a)
Unauthorized Access	16.4
Unauthorized Code	17.1(b)(3)
Utilize	9.3(c)
Year 2000 Compliant	17.1(b)5(a)

Exhibit 99.19

Execution Version

AMENDED AND RESTATED SOFTPRO SOFTWARE LICENSE AGREEMENT

This **AMENDED AND RESTATED SOFTWARE LICENSE AGREEMENT** (the "Agreement") is dated as of February 1, 2006 (the "Effective Date") and is made by and between FNIS SoftPro, a division of **FIDELITY NATIONAL INFORMATION SOLUTIONS, INC.**, with its principal office at 333 East Six Forks Road, Raleigh, North Carolina, 27609 ("SoftPro"), and **FIDELITY NATIONAL TITLE GROUP, INC.,** with its principal offices at 601 Riverside Avenue Jacksonville, FL 32204 ("Client" or "FNT").

WHEREAS, SoftPro previously entered into a SoftPro Software License Agreement dated as of March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF") and the parent company of FNT and its subsidiaries, with respect to the use of certain software and the provision of certain services, as more fully described herein; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FIS and SoftPro, all of FNF's rights and obligations under the FNF Agreement, and SoftPro and FNT entered into a novation of the rights and obligations under the FNF Agreement so that FNT would assume FNF's position with respect to the license and services to be provided by SoftPro, such novation being set forth in a SoftPro Software License Agreement dated as of September 27, 2005 (the "Prior License Agreement") between SoftPro and FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), C Co Merger Sub, LLC ("Merger Co"), and Fidelity National Information Services, Inc. ("FNI Co"), including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the parties wish to amend and restate the Prior License Agreement in its entirety;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS.

As used in this Agreement:

1.1 **"Assistance"** shall mean installation, conversion planning, conversion, consulting assistance, workshops, training or education classes performed by SoftPro, or other functions mutually agreed to be "Assistance" by Client and SoftPro.

1.2 **"Base Modification"** shall mean any Modification which SoftPro, in its sole discretion, has incorporated into the base version of the SoftPro Software which SoftPro makes generally available to its customers.

1.3 **"Client Server Software"** shall mean those client-server based applications set forth in Section 1.3 of Exhibit A hereto.

1.4 **"Competitor"** shall mean a natural or legal person offering a product that competes with SoftPro Software.

1.5 **"Custom Modification"** shall mean any Modification to the SoftPro Software other than a Base Modification.

1.6 **"Days"** shall mean calendar days, unless otherwise specified.

1.7 **"Defect"** shall mean any failure, malfunction, defect or non-conformity in the SoftPro Software that prevents the SoftPro Software in any material respect from operating and performing in accordance with the Documentation.

1.8 **"Documentation"** shall mean SoftPro's standard operating instructions relating to the SoftPro Software, consisting of one copy of the object code form of the SoftPro Software; a copy of manuals consisting of instructions and procedures for systems and operations personnel and end users of SoftPro Software, and related documentation which SoftPro makes available to its customers in general. SoftPro will deliver the Documentation to Client in paper form, on CD ROM or electronically, at SoftPro's discretion and in accordance with SoftPro's then-current practices for such delivery (except that SoftPro Software shall be delivered on machine readable media). Client acknowledges that not all items of Documentation are available in all forms of media. SoftPro shall have the right to change the medium upon which the Documentation is delivered to Client without notice to Client. Upon electronic delivery of Documentation, any obligation of SoftPro to deliver multiple numbers of copies of such Documentation to Client shall have no further force or effect.

1.9 **"Escalation Procedures"** shall mean the procedures set forth in Section 10.3 of this Agreement.

1.10 **"Installation Site"** shall mean each location at which the SoftPro Software is installed and which is either (i) owned or controlled by Client, (ii) owned or controlled by one or more subsidiaries of FIS that are involved in the operation of the LSI business for FIS, or (iii) owned or controlled by a Client contractor (who is not a Competitor and who has executed a nondisclosure agreement consistent with the terms of this Agreement) providing use of systems to Client, and which is located in the United States. The initial Installation Site address is listed in Section 2 of Exhibit A. Client may update the list of Installation Sites from time to time upon thirty (30) Days prior written notice to SoftPro.

1.11 **"Maintenance"** shall mean the services described in Exhibit B hereto.

1.12 **“Maintenance Release”** shall mean the current Release of the SoftPro Software and the immediately prior Release (provided that such Releases have been made available to Client), and shall also include, at any given time, each Release delivered to Client within the prior two years.

1.13 **“Modification”** shall mean any customization, enhancement, modification or change made to the SoftPro Software authored by or for SoftPro under this Agreement.

1.14 **“MSA”** shall mean the Amended and Restated Master Information Technology Services Agreement by and between Fidelity Information Services, Inc. and Fidelity National Title Group, Inc. entered into as of the date hereof, as amended, supplemented or modified from time to time.

1.15 **“PC Software”** shall mean those personal computer-based applications developed by SoftPro that are set forth in Section 1.2 of Exhibit A.

1.16 **“Proprietary Information”** shall mean all information disclosed by or for Client or SoftPro to the other during the negotiations hereof and/or learned by reason of the relationship established hereunder or pursuant hereto, including, without limitation, the SoftPro Software, Documentation, Releases, Modifications and all information, data and designs related thereto. Information relating to each party’s business, plans, affiliates or customers shall also be deemed “Proprietary Information” for purposes of the Agreement. “Proprietary Information” shall also include all “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the “GLB Act”), as the same may be amended from time to time, that SoftPro receives from or at the direction of Client and that concerns any of Client’s “customers” and/or “consumers” (as defined in the GLB Act).

1.17 **“Release”** shall mean the Base Modifications, and other new versions, corrections, revisions, updates, modifications and enhancements to the SoftPro Software and related Documentation that SoftPro makes commercially available, without additional charge, to licensees of the SoftPro Software to which SoftPro is providing Maintenance. A Release does not include any new or replacement products.

1.18 **“Server”** shall mean a logical server that may include one (1) or more physical servers.

1.19 **“SoftPro Affiliate”** shall mean any majority-owned, direct or indirect subsidiary of SoftPro, as from time to time constituted.

1.20 **“SoftPro Software”** shall mean the object code and/or Source Code of any program or part of a program as described in Exhibit A licensed hereunder to Client. SoftPro Software includes all Base Modifications, all Modifications

authored by or for SoftPro, and all Releases issued during the term of Maintenance under this Agreement.

1.21 **“Source Code”** of SoftPro Software shall mean a copy of the source code (or comparable high level coding) for the SoftPro Software, including any annotations therein, certified by SoftPro to Client, upon each delivery to Client, as a complete and accurate copy of source code corresponding to the SoftPro Software as last delivered or otherwise made available by SoftPro (whether in pieces or in an integrated whole).

1.22 **“Third Party Software”** shall mean those third party applications provided by SoftPro that are set forth in Section 1.4 of Exhibit A.

1.23 **“Use Limitations”** shall mean the use by Client of the Client Server Software simultaneously on no more than the number of Workstations licensed herein.

1.24 **“Workstation”** shall mean any personal computer or computer terminal on which use of Client Server Software is authorized.

2. GRANT OF LICENSE.

2.1 **Grant.** Subject to Client’s full payment, as due, of fees listed in Exhibit C, SoftPro hereby grants to Client, and Client accepts from SoftPro, a world-wide nonexclusive, perpetual, irrevocable right and object code license (except as otherwise provided for in Section 3 below) to use the SoftPro Software and Documentation at the Installation Site(s), subject to the restrictions and obligations set forth herein.

2.2 **Delivery.** Client acknowledges and agrees that it has received, prior to the Effective Date, delivery of the SoftPro Software in object code form and the Documentation.

3. SOURCE CODE DELIVERY

3.1 **Duty to Deliver.** Under the circumstances listed in Section 3.2 below, solely for purposes of integration, maintenance, modification and enhancement of Client’s installation(s) of SoftPro Software, SoftPro shall promptly deliver to Client a complete copy of Source Code, which shall be subject to all of the license terms and restrictions applicable to the SoftPro Software.

3.2 **Conditions.** SoftPro’s duty of delivery of Source Code as described above shall be immediately due and enforceable in equity upon any of these circumstances:

(a) SoftPro has given notice to Client under terms of Maintenance that SoftPro shall cease, or SoftPro has ceased, (i) providing Maintenance generally or (ii) supporting any part of SoftPro Software, and in the event of notice of future termination, such termination (whenever notice is given) shall be effective within twelve months.

(b) SoftPro shall apply for or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating SoftPro as bankrupt or insolvent or approving a petition seeking reorganization of SoftPro or appointing a receiver, trustee, or liquidator of SoftPro or of all or substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive Days.

(c) SoftPro shall be in breach of any material covenant herein or under Maintenance (or of any Development Services SOW under the MSA) which, following notice of breach in reasonable detail from Client, is not cured within thirty (30) Days. To the extent the breach relates to Maintenance on a specific module or separable component of SoftPro Software, the duty of Source Code delivery shall be limited to the Source Code for such specific module or separable component.

(d) Client shall have requested development or integration services with respect to SoftPro Software which SoftPro is unable or unwilling to provide or as to which the parties cannot timely come to commercial terms.

(i) To the extent the integration or development relates to a specific module or separable component of SoftPro Software, the duty of Source Code delivery shall be limited to the Source Code for such specific module or separable component.

(ii) In the event of delivery of Source Code by SoftPro under this subsection (d), upon Client's completion of its development or integration effort, equating generally to the same scope of work that SoftPro was requested to perform but did not perform, it will provide to SoftPro a copy of the source code for the development or enhancement, including any annotations therein, certifying same as complete and accurate and, without further formality, SoftPro shall be deemed granted a license to use that source code developed by Client or its non-Competitor contractors, solely for maintenance or further development of the SoftPro Software as implemented for Client and for no other use or beneficiary.

(iii) Six (6) months following the delivery by Client to SoftPro of source code for Client's developments or enhancements under Section 3.2(d)(ii), SoftPro may request that Client certify, and Client will promptly certify to SoftPro, that Client has destroyed

all copies of (x) Source Code delivered to it by SoftPro 3.2(d) and (y) all copies of the source code for Client's development or enhancement - except two hard copy prints of source code for Client's development or enhancement for proof of authorship.

(iv) Client's right to obtain access to Source Code pursuant to this Section 3.2(d) may be invoked at any time and from time to time, regardless of the continuity of Maintenance.

4. SOFTWARE USE RESTRICTIONS.

4.1 Restrictions on SoftPro Software.

(a) Client may not use the SoftPro Software in a service bureau or in a time share arrangement.

(b) Client may not sell, lease, assign, transfer, distribute or sublicense the SoftPro Software or Documentation, to any party that is not a (direct or indirect) subsidiary of Client except as set forth in Schedule 4.1(b) hereto and except that Client may sublicense the SoftPro Software to one or more subsidiaries of FIS that are involved in the operation of the LSI business for FIS. Client may not sell, lease, assign, transfer, distribute or sublicense the Source Code to any person or entity at any time, except that Client may sublicense the Source Code to a direct or indirect subsidiary of Client as necessary to exercise Client's rights to modify and create derivative works of the SoftPro Software and Documentation.

(c) Client shall use SoftPro Software subject to the Use Limitations.

(d) Client will not make copies, or similar versions of the SoftPro Software or any part thereof without the prior written consent of SoftPro, except in the process of contemplated use, for administrative, archival or disaster recovery backup, and as expressly provided otherwise herein.

(e) Client may not provide copies of the SoftPro Software to any person, firm, or corporation not permitted hereunder except as permitted under Sections 4.1(b) and (d) above, and except as to Client's non-Competitor contractors or subcontractors who have executed nondisclosure terms consistent with the confidentiality terms herein.

(f) Client shall not allow any third party to use or have access to the SoftPro Software for any purpose without SoftPro's prior written consent except as permitted under Sections 4.1(b) and (d) above, and except as to Client's non-Competitor contractors or subcontractors who have executed nondisclosure terms consistent with the confidentiality terms herein.

(g) Client agrees not to disclose, decompile, disassemble or reverse engineer the SoftPro Software.

4.2 Additional Restrictions on PC Software.

(a) Except as specifically set forth herein, all other restrictions on use, copying or disclosure of the SoftPro Software and Client's agreement to maintain the confidentiality thereof shall apply to the PC Software and its Documentation.

(b) Client may not modify the PC Software (although SoftPro may do so on Client's behalf.)

5. TERM; TERMINATION

5.1 The term of license shall be perpetual subject to termination in accordance with the terms herein.

5.2 Client may terminate the license for convenience upon no less than ninety (90) days prior written notice to the other.

5.3 A license enjoyed by a direct or indirect subsidiary of Client shall terminate without further formality upon the six month anniversary date after such entity's ceasing to be a subsidiary of Client. Client shall cause such subsidiary to agree to migrate its data off the SoftPro Software and on to an alternative product during the above described six month period. In any event, if the subsidiary becomes a subsidiary of a Competitor, the license to the subsidiary shall terminate immediately.

5.4 In the event Client or a Client subsidiary discloses any of the SoftPro Software or any material part of the Documentation to a Competitor, then SoftPro upon thirty (30) days prior written notice to Client, may terminate the license with respect to that portion of relating to the SoftPro Software and Documentation provided to such competitor if Client on its own does not (or if Client does not cause its subsidiary to) discontinue disclosure of the SoftPro Software and Documentation to such Competitor within thirty days following Client's receipt of SoftPro' written notice. Any such termination shall be effective upon the expiration of the cure period. The foregoing is intended to apply only to the remedy of termination. SoftPro shall retain the right to pursue any other remedies in the event Client or its Subsidiary makes an unauthorized disclosure to a Competitor, including injunctive relief or recovery of damages, and, depending on the nature of the disclosure, requesting that Client undertake other measures in addition to simply discontinuing disclosure to the Competitor.

5.5 In the event of termination of the license for any reason, Client and/or its subsidiary, as applicable, shall promptly cease all use of the relevant SoftPro Software, delete from its systems all copies of the relevant SoftPro Software, and within thirty (30) days of termination, return to SoftPro all tangible copies of the relevant SoftPro Software, together with certification that is has ceased such use, deleted such copies and returned such tangible copies as required hereunder.

5.6 Each party acknowledges and agrees that, in the event of Client's breach or threatened breach or any provision of Sections 4, 5.3, 5.4, 5.5 or 7, SoftPro shall have no adequate remedy in damages and notwithstanding the dispute resolution provisions in Section 11 hereof, is entitled to seek an injunction to prevent such breach or threatened breach; provided, however, no specification of a particular legal or equitable remedy is to be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.

5.7 Licenses purchased pursuant to the option in Schedule 4.1(b) shall survive in accordance with their terms.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 **Ownership of SoftPro Software and Documentation.** From the date the SoftPro Software and Documentation is first disclosed to Client, and at all times thereafter, as between the parties, SoftPro and its licensors shall be the sole and exclusive owners of all right, title, and interest in and to the SoftPro Software, Documentation and all Modifications, including, without limitation, all intellectual property and other rights related thereto. The parties acknowledge that this Agreement in no way limits or restricts SoftPro and the SoftPro Affiliates from developing or marketing on their own or for any third party in the United States or any other country, the SoftPro Software, Documentation or Modifications, or any similar software (including, but not limited to, any modification, enhancement, interface, upgrade, change and all software, source code, blueprints, diagrams, flow charts, specifications, functional descriptions or training materials relating thereto) without payment of any compensation to Client, or any notice to Client.

6.2 **Development Services.** Client may from time to time wish to augment the SoftPro product with additional functionality or utility, or to integrate it with Client systems from other sources, and for such purposes may request the provision of development services from SoftPro pursuant to a statement of work under the MSA (a "SOW").

6.3 **Conflict with MSA.** Title to any SoftPro work product developed under the MSA shall be determined by the MSA notwithstanding any conflicting terms herein.

7. CONFIDENTIALITY.

7.1 **Confidentiality Obligation.** Proprietary Information (i) shall be deemed the property of the disclosing party (or the party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements, and (iii) shall be protected by the receiving party in accordance with the terms of this Section 7.

7.2 **Non-Disclosure Covenant.** Except as set forth in this Section, neither party shall disclose the Proprietary Information of the other party in whole or in part, including derivations, to any third party. If the parties agree to a specific nondisclosure period for a specific document, the disclosing party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for

(a) SoftPro Software (except pursuant to Schedule 4.1(b),) Source Code and related Documentation shall extend in perpetuity and (b) with respect to any other Proprietary Information shall extend for a period of five (5) years from disclosure. Proprietary Information shall be held in confidence by the receiving party and its employees, and shall be disclosed to only those of the receiving party's employees and professional advisors who have a need for it in connection with the administration and implementation of this Agreement. In no event shall Client disclose SoftPro Proprietary Information to a Competitor of SoftPro. Each party shall use the same degree of care and afford the same protections to the Proprietary Information of the other party as it uses and affords to its own Proprietary Information.

7.3 Exceptions. Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving party shall have no obligation of nondisclosure with respect to any such information which:

(i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving party;
(ii) was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information;
(iii) is approved for release by written authorization of the disclosing party;
(iv) was known to the receiving party prior to receipt of the information;
(v) was independently developed by the receiving party without access to or use of the Proprietary Information of the disclosing party; or
(vi) is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

Notwithstanding application of any of the foregoing exceptions, in no event shall SoftPro treat as other than Proprietary Information, information comprising nonpublic personal information under the GLB Act.

7.4 Confidentiality of this Agreement; Protective Arrangements.

(a) The parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the parties, and agree to limit distribution of this Agreement to those employees of Client and SoftPro with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event

Client and SoftPro agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

(b) In addition, each party shall give notice to the other party of any demands to disclose or provide Proprietary Information of the other party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

8. CONTINUING UNDERTAKINGS.

During the duration of the license granted hereunder, SoftPro shall offer Maintenance for the SoftPro Software for the fees set forth in Exhibit C hereto. A description of Maintenance services is set forth in Exhibit B hereto. Any related professional services shall be performed pursuant to Exhibit B of the MSA.

9. INVOICING AND PAYMENTS, PAST DUE AMOUNTS, CURRENCY.

9.1 Invoicing and Payment Requirements. SoftPro shall invoice for such fees described in Exhibit C hereto as well as for any expenses and any other applicable charges incurred and owing hereunder. In accordance with this Section 9.1, Client shall pay SoftPro the invoiced amount in full on or prior to thirty (30) Days after Client's receipt of such invoice unless Client notifies SoftPro within such period that it is in good faith disputing SoftPro's invoice. Client shall make all payments to SoftPro by check, credit card or wire transfer of immediately available funds to an account or accounts designated by SoftPro. Payment in full shall not preclude later dispute of charges or adjustment of improper payments.

9.2 Past Due Amounts. Any amount not received or disputed by Client by the date payment is due shall be subject to interest on the overdue balance at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date.of payment (or the prior date on which the Wall Street Journal was published if not published on the date of payment), plus one percent from the due date, until paid, applied to the outstanding balance from time to time. Any amount paid but later deemed not to have been due, will be repaid or credited with interest on the same terms.

9.3 Currency. All fees and charges listed and referred to in this Agreement are stated in and shall be paid in U.S. Dollars.

10. ASSISTANCE.

10.1 Basis for Assistance. Assistance, except to the extent included in Maintenance, is not included in this Agreement. If Client desires to purchase Assistance from SoftPro or a SoftPro Affiliate, such Assistance shall be provided pursuant to separate agreement. Notwithstanding the foregoing, to the extent Assistance is available under the MSA, its performance shall be governed by the terms of the MSA.

11. DISPUTE RESOLUTION.

11.1 Dispute Resolution Procedures. If, prior to the termination of this Agreement or the license granted herein, and prior to notice of termination given by either party to the other, a dispute arises between SoftPro and Client with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (other than disputes regarding a party's compliance with the provisions of Sections 4 and/or 7), such dispute shall be settled as set forth in this Section 11. If either party exercises its right to initiate the dispute resolution procedures under this Section 11, then during such procedure any time periods providing for termination of the Agreement or curing any material breach pursuant to the terms of this Agreement shall be suspended automatically, except with respect to any termination or breach arising out of Client's failure to make any undisputed timely and complete payments to SoftPro under this Agreement. At such time as the dispute is resolved, if such dispute involved the payment of monies, interest at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date the dispute is resolved (or the prior date on which the Wall Street Journal was published if not published on the date the dispute was resolved) plus one percent for the period of dispute shall be paid to the party entitled to receive the disputed monies to compensate for the lapsed time between the date such disputed amount originally was to have been paid (or was paid) through the date monies are paid (or repaid) in settlement of the dispute. Disputes arising under Sections 4 or 7 may be resolved by judicial recourse or in any other manner agreed by the parties.

11.2 Escalation Procedures.

(a) Each of the parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the parties at the level where the issue is discovered and has immediate impact (excluding issues of title to work product, which shall be initially addressed at the general counsel level but otherwise pursuant to Section 11.2(b) following). To this end, each party shall escalate any and all unresolved disputes or claims in accordance with this Section 11.2 at any time to persons responsible for the administration of the relationship reflected in this Agreement. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. If such parties do not resolve the underlying dispute within ten (10) Days of its escalation to them, then either party may notify the other in writing that he/she desires to elevate the dispute or claim to the President of Fidelity National Information Solutions, Inc. and the President of Fidelity National Title Group, Inc. or their designated representative(s) for resolution.

(b) Upon receipt by a party of a written notice escalating the dispute to the company president level, the President of Fidelity National Information Solutions, Inc. and the President of Fidelity National Title Group, Inc. or

their designated representative(s) shall promptly communicate with his/her counter party, negotiate in good faith and use reasonable efforts to resolve such dispute or claim. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. Upon agreement, such representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. If the parties have not resolved the dispute within ten (10) Days after receipt of the notice elevating the dispute to this level, either may once again escalate the dispute to binding arbitration.

(c) All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

11.3 Arbitration Procedures. If a claim, controversy or dispute between the parties with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (and not otherwise excepted), has not been timely resolved pursuant to the foregoing escalation process, upon notice either party may initiate binding arbitration of the issue in accordance with the following procedures.

(a) Either party may request arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

(b) Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the involved parties.

(c) Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

11.4 Continuation of Services. Unless SoftPro initiates an action for Client's failure to make timely and complete payment of undisputed amounts claimed due to SoftPro, SoftPro will continue to provide Maintenance under the Maintenance

services agreement (and development services under an MSA SOW), and unless Client is unable to lawfully use the SoftPro Software and Modifications thereto, Client will continue to make payments of undisputed amounts to SoftPro, in accordance with this Agreement, notwithstanding a dispute between the parties relating hereto or otherwise.

12. LIMITATION OF LIABILITY.

12.1 **EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BY REASON OF AN INDEMNITY OBLIGATION HEREUNDER OR BY REASON OF A BREACH OF WARRANTY, EITHER PARTY'S LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION WHETHER BASED IN CONTRACT, TORT OR OTHERWISE WHICH ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S DIRECT OUT-OF-POCKET DAMAGES, ACTUALLY INCURRED, WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY CLIENT TO SOFTPRO UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.**

12.2 **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

12.3 **Client Software.** SoftPro has no obligation or liability, either express or implied, with respect to the compatibility of SoftPro Software with any other software unless provided or specified by SoftPro including, but not limited to, Client software and/or Client-provided third party software.

13. INDEMNIFICATION.

13.1 **Property Damage.** Subject to Section 12 hereof, each party agrees to indemnify, defend and hold harmless the other and its officers, directors, employees, and affiliates (including, where applicable, the SoftPro Affiliates and Client affiliates), and agents from any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property of the indemnified party resulting from the actions or inactions of any employee, agent or subcontractor of the indemnifying party insofar as such damage arises out of or is ancillary to fulfilling its obligations under this Agreement and to the extent such damage is due to any negligence, breach of statutory duty, omission or default of the indemnifying party, its employees, agents or subcontractors.

13.2 **Infringement of SoftPro Software.** SoftPro agrees to defend at its own expense, any claim or action brought by any third party against Client and/or against its officers, directors, and employees and affiliates, for actual or alleged infringement within the United States of any patent, copyright or other intellectual property right (including, but not limited to, misappropriation of trade secrets) based upon the SoftPro Software (except to the extent such infringement claim is (i) caused by Client-specified Custom Modifications to the SoftPro Software which could not have been made in a non-infringing manner; (ii) caused by the combination of SoftPro Software with software or hardware not provided, specified or approved by SoftPro; or (iii) based upon the Third Party Software ("Indemnified SoftPro Software")). Client, at its sole discretion and cost, may participate in the defense and all negotiations for its settlement or compromise. SoftPro further agrees to indemnify and hold Client, its officers, directors, employees and affiliates harmless from and against any and all liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) associated with any such claim or action incurred by Client. SoftPro shall conduct and control the defense of any such claim or action and negotiations for its settlement or compromise, by the payment of money. SoftPro shall give Client, and Client shall give SoftPro, as appropriate, prompt written notice of any written threat, warning or notice of any such claim or action against SoftPro or Client, as appropriate, or any other user or any supplier of components of the Indemnified SoftPro Software, which could have an adverse impact on Client's use of same, provided SoftPro or Client, as appropriate, knows of such claim or action. If in any such suit so defended, all or any part of the Indemnified SoftPro Software (or any component thereof) is held to constitute an infringement or violation of any other party's intellectual property rights and is enjoined, SoftPro shall at its sole option take one or more of the following actions at no additional cost to Client: (i) procure the right to continue the use of the same without material interruption for Client; (ii) replace the same with non-infringing software; (iii) modify said Indemnified SoftPro Software so as to be non-infringing; or (iv) take back the infringing Indemnified SoftPro Software and credit Client with an amount equal to its purchase price. The foregoing represents the sole and exclusive remedy of Client for infringement or alleged infringement.

13.3 **Dispute Resolution.** The provisions of Section 13 shall apply with respect to the submission of any claim for indemnification under this Agreement and the resolution of any disputes relating to such claim.

14. FORCE MAJEURE, TIME OF PERFORMANCE AND INCREASED COSTS.

14.1 **Force Majeure.**

(a) Neither party shall be held liable for any delay or failure in performance of its obligations under this Agreement from any cause which with the observation of reasonable care, could not have been avoided - which may include, without limitation, acts of civil or military authority, government regulations, government agencies, epidemics, war, terrorist acts, riots,

insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, power blackouts affecting facilities (the "Affected Performance").

(b) Upon the occurrence of a condition described in Section 14.1(a), the party whose performance is affected shall give written notice to the other party describing the Affected Performance, and the parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition, including, without limitation, implementing disaster recovery procedures. The parties agree that the party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the force majeure events and recommence the Affected Performance. If the delay caused by the force majeure event lasts for more than fifteen (15) Days, the parties shall negotiate an equitable amendment to this Agreement with respect to the Affected Performance. If the parties are unable to agree upon an equitable amendment within ten (10) Days after such fifteen (15)-Day period has expired, then either party shall be entitled to serve thirty (30) Days' notice of

termination on the other party with respect to only such Affected Performance. The remaining portion of the Agreement that does not involve the Affected Performance shall continue in full force and effect. SoftPro shall be entitled to be paid for that portion of the Affected Performance which it completed through the termination date.

14.2 Time of Performance and Increased Costs. SoftPro's time of performance under this Agreement shall be adjusted, if and to the extent reasonably necessary, in the event and to the extent that (i) Client fails to timely submit material data or materials in the prescribed form or in accordance with the requirements of this Agreement, (ii) Client fails to perform on a timely basis, the material functions or other responsibilities of Client described in this Agreement, (iii) Client or any governmental agency authorized to regulate or supervise Client makes any special request, which is affirmed by Client and/or compulsory on SoftPro, which affects Pro's normal performance schedule, or (iv) Client has modified the SoftPro Software in a manner affecting SoftPro's burden. In addition, if any of the above events occur, and such event results in an increased cost to SoftPro, SoftPro shall estimate such increased costs in writing in advance and, upon Client's approval, Client shall be required to pay any and all such reasonable, increased costs to SoftPro upon documented expenditure, up to 110% of the estimate.

15. NOTICES.

15.1 Notices. Except as otherwise provided under this Agreement or in the Exhibits, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient. Written notice may be delivered in person or sent via reputable air courier service and addressed as set forth below:

If to Client:	Fidelity National Title Group, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: President
with a copy to:	Fidelity National Title Group, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: General Counsel
If to SoftPro:	Fidelity National Information Solutions, Inc. FNIS SoftPro Division 333 East Six Forks Road Raleigh, NC 27609-7865 Attn: President
with a copy to:	Fidelity Information Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: General Counsel

15.2 Change of Address. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

16. WARRANTIES.

16.1 Performance. For as long as SoftPro is providing Maintenance to Client for the SoftPro Software, SoftPro warrants and represents that the SoftPro Software and the Custom Modifications, as delivered to Client and the Base Modifications, will perform in all material respects in accordance with the respective Documentation, in concert and otherwise.

16.2 Performance of Obligations. Each party represents and warrants to the other that it shall perform its respective obligations under this Agreement, including Exhibits and Schedules, in a professional and workmanlike manner.

16.3 Compliance With Law. SoftPro warrants that (i) it has the power and corporate authority to enter into and perform this Agreement, (ii) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (iii) it has sufficient right, title and interest (or another majority-owned, direct or indirect subsidiary of FNF has or will grant it sufficient license rights) in the SoftPro Software to grant the licenses herein granted, (iv) it has received no written notice of any third party claim or threat of a claim alleging that any part of the SoftPro Software infringes the rights of any third party in any of the United States, and (v) each item of SoftPro Software provided by or for SoftPro to Client shall be delivered free of undisclosed

trapdoors, Trojan horses, time bombs, time outs, spyware, viruses or other code which, with the passage of time, in the absence of action or upon a trigger, would interfere with the normal use of, or access to, any file, datum or system.

16.4 Exclusive Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY

AGREES THAT ALL REPRESENTATIONS AND WARRANTIES THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY EXCLUDED AND DISCLAIMED.

17. MISCELLANEOUS.

17.1 Assignment. Except as set forth herein, neither party may sell, assign, convey, or transfer the licenses granted hereunder or any of such party's rights or interests, or delegate any of its obligations hereunder without the written consent of the other party, provided, however, that the parties hereby agree and acknowledge that, upon the consummation of the Merger, Merger Co and Certegy shall each be permitted assignees of SoftPro. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning party's successors and assigns. Either party may assign this Agreement to any direct or indirect subsidiary that is not a Competitor except that the assigning party shall remain responsible for all obligations under this Agreement including the payment of fees. Notwithstanding anything contained herein to the contrary, Client may not assign this Agreement to a Competitor.

17.2 Severability. Provided Client retains quiet enjoyment of the SoftPro Software including Custom Modifications and Base Modifications, if any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the parties under this Agreement or any Exhibit or Schedule, in which case the unenforceable portion shall be replaced by one that reflects the parties original intent as closely as possible while remaining enforceable.

17.3 Third Party Beneficiaries. Except as set forth herein, the provisions of this Agreement are for the benefit of the parties and not for any other person. Should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

17.4 Governing Law; Forum Selection; Consent of Jurisdiction. This Agreement will be governed by and construed under the laws of the State of Florida, USA, without regard to principles of conflict of laws. The parties agree that the only circumstance in which disputes between them, not otherwise excepted from the resolution process described in Section 11, will not be subject to the provisions of Section 11 is where a party makes a good faith determination that a breach of the terms of this Agreement by the other party requires prompt and equitable relief. Each of the parties submits to the personal jurisdiction of any state or federal court sitting in Jacksonville, Florida with respect to such judicial proceedings. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or to other security that might be required of any party with respect thereto. Any party may make service on the other party by sending or delivering a copy of the process to the party to be served at the address set forth in Section 15 above. Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law or in equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

17.5 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

17.6 Construction. The headings and numbering of sections in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of this Agreement or the particular section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

17.7 Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto and the agreements referenced herein constitute the entire agreement between the parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, marketing brochures, correspondence and undertakings related thereto. Without limiting the foregoing, the parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior License Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior License Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

17.8 Amendments and Waivers. This Agreement may be amended only by written agreement signed by duly authorized representatives of each party. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of both parties. No course of dealing or failure of any party to strictly

enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.

17.9 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled by law or equity in case of any breach or threatened breach by the other party of any provision in this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

17.10 Taxes. All charges and fees to be paid under this Agreement are exclusive of any applicable sales, use, service or similar tax which may be assessed currently or in the future on the SoftPro Software or related services provided under this Agreement. If a sales, use, services or a similar tax is assessed on the SoftPro Software or related services provided to Client under this Agreement, Client will pay directly, reimburse or indemnify SoftPro for such taxes as well as any applicable interest and penalties. Client shall pay such taxes in addition to the sums otherwise due under this Agreement. SoftPro shall, to the extent it is aware of taxes, itemize them on a proper VAT, GST or other

invoice submitted pursuant to this Agreement. All property, employment and income taxes based on the assets, employees and net income, respectively, of SoftPro shall be SoftPro's sole responsibility. The parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances and shall provide and make available to each other any withholding certificates, information regarding the location of use of the SoftPro Software or provision of the services or sale and any other exemption certificates or information reasonably requested by either party.

17.11 Press Releases. The parties shall consult with each other in preparing any press release, public announcement, news media response or other form of release of information concerning this Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party shall issue or cause the publication of any such Press Release without the prior written consent of the other party; except that nothing herein will prohibit either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

17.12 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

FIDELITY NATIONAL INFORMATION SOLUTIONS, INC.

By /s/Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

AMENDED AND RESTATED

OTS AND OTS GOLD SOFTWARE LICENSE AGREEMENT

This **AMENDED AND RESTATED SOFTWARE LICENSE AGREEMENT** (the "Agreement") is dated as of February 1, 2006 (the "Effective Date") and is made by and between **ROCKY MOUNTAIN SUPPORT SERVICES, INC.,** an Arizona corporation ("RMSS"), and **FIDELITY NATIONAL TAX SERVICE, INC.,** a California corporation ("Licensee").

WHEREAS, the parties previously entered into an OTS and OTS Gold Software License Agreement dated as of March 4, 2005 (the "Prior License Agreement") with respect to the use of certain software and the provision of certain services, as more fully described herein; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), C Co Merger Sub, LLC ("Merger Co"), and Fidelity National Information Services, Inc. ("FNI Co"), including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the parties wish to amend and restate the Prior License Agreement in its entirety;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

As used in this Agreement:

1.1. **"Assistance"** shall mean installation, conversion planning, conversion, consulting assistance, workshops, training or education classes which may be performed by RMSS, or other functions mutually agreed to be "Assistance" by Licensee and RMSS.

1.2. **"Competitor"** shall mean a natural or legal person offering a product that competes with RMSS Software.

1.3. **"Days"** shall mean calendar days, unless otherwise specified.

1.4. **"Documentation"** shall mean RMSS's standard operating instructions relating to the RMSS Software, consisting of one copy of the object code form of the RMSS Software; a copy of manuals consisting of instructions and procedures for systems and operations personnel and end users of RMSS Software, if any, and related documentation, if any. RMSS will deliver the Documentation to Licensee in paper

form, on CD ROM or electronically, at RMSS's discretion (except that RMSS Software shall be delivered on machine readable media). Licensee acknowledges that not all items of Documentation are available in all forms of media. RMSS shall have the right to change the medium upon which the Documentation is delivered to Licensee without notice to Licensee. Upon electronic delivery of Documentation, any obligation of RMSS to deliver multiple numbers of copies of such Documentation to Licensee shall have no further force or effect.

1.5. **"Escalation Procedures"** shall mean the procedures set forth in Section 10 of this Agreement.

1.6. **"Installation Site"** shall mean the location at which the RMSS Software is installed and which is owned or controlled by Licensee, or a Licensee contractor (who is not a Competitor and who has executed a nondisclosure agreement consistent with the terms of this Agreement) providing use of systems to Licensee, and which is located in the United States. The initial Installation Site address(es) is/are listed in Section 2 of Exhibit A. Licensee may update the list of Installation Sites from time to time upon thirty (30) days prior written notice to RMSS.

1.7. **"Licensee Server Software"** shall mean those client-server based applications developed by RMSS that are set forth in Section 1.1 of Exhibit A hereto necessary to use of the RMSS Software.

1.8. **"Modification"** shall mean any customization, enhancement, modification or change made to the RMSS Software authored by or for RMSS under this Agreement.

1.9. **"PC Software"** shall mean those personal computer-based applications developed by RMSS that are set forth in Section 1.2 of Exhibit A.

1.10. **"Proprietary Information"** shall mean all information disclosed by or for Licensee or RMSS to the other during the negotiations hereof and/or learned by reason of the relationship established hereunder or pursuant hereto, including, without limitation, the RMSS Software, Documentation, Releases, Modifications and all information, data and designs related thereto. Information relating to each party's business, plans, affiliates or customers shall also be deemed "Proprietary Information" for purposes of the Agreement. "Proprietary Information" shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time, that RMSS receives from or at the direction of Licensee and that concerns any of Licensee's "customers" and/or "consumers" (as defined in the GLB Act).

1.11. **"Release"** shall mean new versions, corrections, revisions, updates, modifications and enhancements to the RMSS Software and related Documentation made

available to Licensee or generally made available without charge to licensees of the RMSS Software not purchasing Maintenance from RMSS.

1.12. **"RMSS Software"** shall mean the object code and/or Source Code of any program or part of a program as described in Exhibit A licensed hereunder to Licensee but including in all events the products known between the parties as OTS and OTS Gold.

1.13. **"Source Code"** of RMSS Software shall mean a copy of the source code (or comparable high level coding) for the RMSS Software, including any annotations therein, certified by RMSS to Licensee, upon each prospective delivery to Licensee (if any), as a complete and accurate copy of source code corresponding to the RMSS Software as last delivered or otherwise made available in object code by RMSS (whether in pieces or in an integrated whole).

1.14. **"Subsidiary"** shall mean any majority-owned or otherwise controlled, direct or indirect subsidiary.

2. GRANT OF LICENSE.

2.1. **Grant.** Subject to Licensee's full payment, as due, of fees listed in Exhibit B, RMSS hereby grants to Licensee, and Licensee accepts from RMSS, a world-wide nonexclusive, "AS IS", perpetual, irrevocable right and license (except as otherwise provided for herein) to use, reproduce, modify, and create derivative works of the RMSS Software and Documentation at the Installation Site(s), subject to the restrictions and obligations set forth herein.

2.2. **Delivery.** Licensee acknowledges and agrees that it has received, prior to the Effective Date, delivery of the RMSS Software in Source Code form and the Documentation.

3. SOFTWARE USE RESTRICTIONS.

3.1. Restrictions on RMSS Software.

(a) Licensee may not use the RMSS Software in a service bureau or in a time share arrangement.

(b) Licensee may not sell, lease, assign, transfer, distribute or sublicense the RMSS Software or Documentation, to any party that is not a (direct or indirect) Subsidiary of Licensee. Licensee may not sell, lease, assign, transfer, distribute or sublicense the Source Code to any person or entity at any time, except that Licensee may sublicense the Source Code to a Subsidiary of Certegy, as necessary to exercise Licensee's rights to modify and create derivative works of the RMSS Software and Documentation.

(c) Licensee may not provide copies of, or allow use of or access to, the RMSS Software to any person, firm, or corporation except as permitted under Sections 3.1(b) above, and except as to Licensee's non-Competitor contractors or subcontractors who have executed nondisclosure terms consistent with the confidentiality terms herein.

3.2. Additional Restrictions on PC Software.

(a) Except as specifically set forth herein, all other restrictions on use, copying or disclosure of the RMSS Software and Licensee's agreement to maintain the confidentiality thereof shall apply to the PC Software and its Documentation.

(b) Licensee may not modify the PC Software (although RMSS may do so on Licensee's behalf as part of Assistance.)

4. TERM; TERMINATION

4.1. The term of license shall be perpetual subject to termination in accordance with the terms herein.

4.2. Licensee may terminate the license (for either or both of OTS or OTS Gold) for convenience upon no less than ninety (90) Days prior written notice to the other.

4.3. A license enjoyed by a Subsidiary of FNIS shall terminate without further formality upon such entity's ceasing to be a Subsidiary of FNIS. A license enjoyed by a Subsidiary of Licensee shall terminate without further formality upon the six month anniversary date after such entity's ceasing to be a Subsidiary of Licensee. Licensee shall cause such Subsidiary to agree to migrate its data off the RMSS Software and onto an alternative product during the above described six month period. In any event, if the Subsidiary becomes a Subsidiary of a Competitor, the license to the Subsidiary shall terminate immediately.

4.4. In the event Licensee or a Licensee Subsidiary discloses any of the RMSS Software or any material part of the Documentation to a Competitor, then RMSS upon thirty Days prior written notice to Licensee, may terminate the license with respect to that portion relating to the RMSS Software and Documentation provided to such Competitor if Licensee on its own does not (or if Licensee does not cause its Subsidiary to) discontinue disclosure of the RMSS Software and Documentation to such Competitor within thirty Days following Licensee's receipt of RMSS' written notice. Any such termination shall be effective upon the expiration of the cure period. The foregoing is intended to apply only to the remedy of termination. RMSS shall retain the right to pursue any other remedies in the event Licensee or its Subsidiary makes an unauthorized disclosure to a Competitor, including injunctive relief or recovery of damages, and, depending on

the nature of the disclosure, requesting that Licensee undertake other measures in addition to simply discontinuing disclosure to the Competitor.

4.5. In the event of termination of the license for any reason, Licensee and/or its Subsidiary, as applicable, shall promptly cease all use of the relevant RMSS Software, delete from its systems all copies of the relevant RMSS Software, and within thirty (30) Days of termination, return to RMSS all tangible copies of the relevant RMSS Software, together with certification that is has ceased such use, deleted such copies and returned such tangible copies as required hereunder.

4.6. Each party acknowledges and agrees that, in the event of Licensee's breach or threatened breach or any provision of Sections 3, 4.3, 4.4, 4.5 or 6, RMSS shall have no adequate remedy in damages and notwithstanding the dispute resolution provisions in Section 10 hereof, is entitled to seek an injunction to prevent such breach or threatened breach; provided, however, no specification of a particular legal or equitable remedy is to be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1. **Ownership of RMSS Software and Documentation.** From the date the RMSS Software and Documentation is (and was) first disclosed to Licensee, and at all times thereafter, as between the parties, RMSS and its licensors shall be the sole and exclusive owners of all right, title, and interest in and to the RMSS Software, Documentation and all Modifications, including, without limitation, all intellectual property and other rights related thereto. The parties acknowledge that this Agreement in no way limits or restricts RMSS and the RMSS Subsidiaries from developing or marketing on their own or for any third party, in the United States or any other country, the RMSS Software, Documentation or Modifications, or any similar software (including, but not limited to, any modification, enhancement, interface, upgrade, change and all software, Source Code, blueprints, diagrams, flow charts, specifications, functional descriptions or training materials relating thereto) without payment of any compensation to Licensee, or any notice to Licensee.

5.2. **Development Services.** Licensee may from time to time wish to augment the RMSS product with additional functionality or utility, or to integrate it with Licensee systems from other sources, and for such purposes may request the provision of development services, in the form of Assistance from RMSS.

6. CONFIDENTIALITY.

6.1. **Confidentiality Obligation.** Proprietary Information (i) shall be deemed the property of the disclosing party (or the party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements,

and (iii) shall be protected by the receiving party in accordance with the terms of this Section 6.

6.2. **Non-Disclosure Covenant.** Except as set forth in this Section, neither party shall disclose the Proprietary Information of the other party in whole or in part, including derivations, to any third party. If the parties agree to a specific nondisclosure period for a specific document, the disclosing party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for (a) RMSS Software, Source Code and related Documentation shall extend in perpetuity and (b) with respect to any other Proprietary Information shall extend for a period of five (5) years from disclosure. Proprietary Information shall be held in confidence by the receiving party and its employees, and shall be disclosed to only those of the receiving party's employees and professional advisors who have a need for it in connection with the administration and implementation of this Agreement. In no event shall Licensee disclose RMSS Proprietary Information to a Competitor of RMSS. Each party shall use the same degree of care and afford the same protections to the Proprietary Information of the other party as it uses and affords to its own Proprietary Information.

6.3. **Exceptions.** Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving party shall have no obligation of nondisclosure with respect to any such information which:

(i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving party;
(ii) was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information;
(iii) is approved for release by written authorization of the disclosing party;
(iv) was known to the receiving party prior to receipt of the information;
(v) was independently developed by the receiving party without access to or use of the Proprietary Information of the disclosing party; or
(vi) is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

Notwithstanding application of any of the foregoing exceptions, in no event shall RMSS treat as other than Proprietary Information, information comprising nonpublic personal information under the GLB Act.

6.4. **Confidentiality of this Agreement; Protective Arrangements.**

(a) The parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the parties, and agree to limit distribution of this Agreement to those employees of Licensee and RMSS with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this

Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event Licensee and RMSS agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

(b) In addition, each party shall give notice to the other party of any demands to disclose or provide Proprietary Information of the other party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

7. CONTINUING UNDERTAKINGS.

RMSS has no affirmative duties to Licensee hereunder with respect to the RMSS Software and Documentation. Licensee has elected not to contract for Maintenance Services relating to the Software hereunder and acknowledges that RMSS has no duty to offer same.

8. INVOICING AND PAYMENTS, PAST DUE AMOUNTS, CURRENCY.

8.1. **Invoicing and Payment Requirements.** RMSS shall invoice, at each anniversary of the Effective Date, for the fees described in Exhibit B hereto as well as for any expenses and any other applicable charges incurred and owing hereunder. In accordance with this Section 8.1, Licensee shall pay RMSS the invoiced amount in full on or prior to the thirty (30) Days after Licensee's receipt of such invoice unless Licensee notifies RMSS within such period that it is in good faith disputing RMSS' invoice. Licensee shall make all payments to RMSS by check, credit card or wire transfer of immediately available funds to an account or accounts designated by RMSS. Payment in full shall not preclude later dispute of charges or adjustment of improper payments.

8.2. **Past Due Amounts**. Any amount not received or disputed by Licensee by the date payment is due shall be subject to interest on the overdue balance at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date of payment (or the prior date on which the Wall Street Journal was published if not published on the date of payment), plus one percent from the due date, until paid, applied to the outstanding balance from time to time. Any amount paid but later deemed not to have been due, will be repaid or credited with interest on the same terms.

8.3. **Currency.** All fees and charges listed and referred to in this Agreement are stated in and shall be paid in U.S. Dollars.

9. ASSISTANCE.

9.1. **Basis for Assistance.** If Licensee desires to purchase Assistance from RMSS or an RMSS Subsidiary, such Assistance shall be provided pursuant to separate agreement.

10. DISPUTE RESOLUTION.

10.1. **Dispute Resolution Procedures.** If, prior to the termination of this Agreement or the license granted herein, and prior to notice of termination given by either party to the other, a dispute arises between RMSS and Licensee with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (other than disputes regarding a party's compliance with the provisions of Sections 3 and/or 6), such dispute shall be settled as set forth in this Section 10. If either party exercises its right to initiate the dispute resolution procedures under this Section 10, then during such procedure any time periods providing for termination of the Agreement or curing any material breach pursuant to the terms of this Agreement shall be suspended automatically, except with respect to any termination or breach arising out of Licensee's failure to make any undisputed timely and complete payments to RMSS under this Agreement. At such time as the dispute is resolved, if such dispute involved the payment of monies, interest at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date the dispute is resolved (or the prior date on which the Wall Street Journal was published if not published on the date the dispute was resolved) plus one percent for the period of dispute shall be paid to the party entitled to receive the disputed monies to compensate for the lapsed time between the date such disputed amount originally was to have been paid (or was paid) through the date monies are paid (or repaid) in settlement of the dispute. Disputes arising under Sections 3 or 6 may be resolved by judicial recourse or in any other manner agreed by the parties.

10.2. **Escalation Procedures**.

(a) Each of the parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the parties at the level where the issue is discovered and has immediate impact (excluding issues of title to work product, which shall be initially addressed at the general counsel level but otherwise pursuant to Section 10.2(b) following). To this end, each party shall escalate any and all unresolved disputes or claims in accordance with this Section 10.2 at any time to persons responsible for the administration of the relationship reflected in this Agreement. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. If such parties do not resolve the underlying dispute within ten (10) Days of its escalation to them, then either party may notify the other in writing that he/she desires to elevate the dispute or

claim to the President of RMSS and the President of Licensee or their designated representative(s) for resolution.

(b) Upon receipt by a party of a written notice escalating the dispute to the company president level, the President of RMSS and the President of Licensee or their designated representative(s) shall promptly communicate with his/her counter party, negotiate in good faith and use reasonable efforts to resolve such dispute or claim. The location, format, frequency, duration and conclusion of

these elevated discussions shall be left to the discretion of the representatives involved. Upon agreement, such representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. If the parties have not resolved the dispute within ten (10) Days after receipt of the notice elevating the dispute to this level, either may once again escalate the dispute to binding arbitration.

(c) All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

10.3. **Arbitration Procedures.** If a claim, controversy or dispute between the parties with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (and not otherwise excepted), has not been timely resolved pursuant to the foregoing escalation process, upon notice either party may initiate binding arbitration of the issue in accordance with the following procedures.

(a) Either party may request arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

(b) Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the involved parties.

(c) Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

11. LIMITATION OF LIABILITY.

11.1. EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BY REASON OF AN INDEMNITY OBLIGATION HEREUNDER OR BY REASON OF A BREACH OF WARRANTY, EITHER PARTY'S LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION WHETHER BASED IN CONTRACT, TORT OR OTHERWISE WHICH ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S DIRECT OUT-OF-POCKET DAMAGES, ACTUALLY INCURRED, WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY LICENSEE TO RMSS UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

11.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3. **Licensee Software.** RMSS has no obligation or liability, either express or implied, with respect to the compatibility of RMSS Software with any other software unless provided or specified by RMSS including, but not limited to, Licensee software and/or Licensee-provided third party software.

12. INDEMNIFICATION.

12.1. **Property Damage.** Subject to Section 11 hereof, each party agrees to indemnify, defend and hold harmless the other and its officers, directors, employees, and affiliates (including, where applicable, each RMSS Subsidiary and Licensee affiliates), and agents from any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property of the indemnified party resulting from the actions or inactions of any employee, agent or subcontractor of the indemnifying party insofar as such damage arises out of or is ancillary to fulfilling its obligations under this Agreement and to the extent such damage is due to any negligence, breach of statutory duty, omission or default of the indemnifying party, its employees, agents or subcontractors.

12.2. **Infringement of RMSS Software.** RMSS agrees to defend at its own expense, any claim or action brought by any third party against Licensee and/or against its

---

officers, directors, and employees and affiliates, for actual or alleged infringement within the United States of any patent, copyright or other intellectual property right (including, but not limited to, misappropriation of trade secrets) based upon the RMSS Software (except to the extent such infringement claim is caused by a Licensee-specified Modification to the RMSS Software which could not have been made in a non-infringing manner) or caused by the combination of RMSS Software with software or hardware not provided, specified or approved by RMSS, or based upon the Third Party Software ("Indemnified RMSS Software"). Licensee, at its sole discretion and cost, may participate in the defense and all negotiations for its settlement or compromise. RMSS further agrees to indemnify and hold Licensee, its officers, directors, employees and affiliates harmless from and against any and all liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) associated with any such claim or action incurred by Licensee. RMSS shall conduct and control the defense of any such claim or action and negotiations for its settlement or compromise, by the payment of money. RMSS shall give Licensee, and Licensee shall give RMSS, as appropriate, prompt written notice of any written threat, warning or notice of any such claim or action against RMSS or Licensee, as appropriate, or any other user or any supplier of components of the Indemnified RMSS Software, which could have

an adverse impact on Licensee's use of same, provided RMSS or Licensee, as appropriate, knows of such claim or action. If in any such suit so defended, all or any part of the Indemnified RMSS Software (or any component thereof) is held to constitute an infringement or violation of any other party's intellectual property rights and is enjoined, RMSS shall at its sole option take one or more of the following actions at no additional cost to Licensee: (i) procure the right to continue the use of the same without material interruption for Licensee; (ii) replace the same with non-infringing software; (iii) modify said Indemnified RMSS Software so as to be non-infringing; or (iv) take back the infringing Indemnified RMSS Software and credit Licensee with an amount equal to its prepaid but unused license fees hereunder. The foregoing represents the sole and exclusive remedy of Licensee for infringement or alleged infringement.

12.3. **Dispute Resolution.** The provisions of Section12 shall apply with respect to the submission of any claim for indemnification under this Agreement and the resolution of any disputes relating to such claim.

13. FORCE MAJEURE, TIME OF PERFORMANCE AND INCREASED COSTS.

13.1. **Force Majeure.**

(a) Neither party shall be held liable for any delay or failure in performance of its obligations under this Agreement from any cause which with the observation of reasonable care, could not have been avoided — which may include, without limitation, acts of civil or military authority, government regulations, government agencies, epidemics, war, terrorist acts, riots,

insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities (the "Affected Performance").

(b) Upon the occurrence of a condition described in Section 13.1(a), the party whose performance is affected shall give written notice to the other party describing the Affected Performance, and the parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition, including, without limitation, implementing disaster recovery procedures. The parties agree that the party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the force majeure events and recommence the Affected Performance. If the delay caused by the force majeure event lasts for more than fifteen (15) Days, the parties shall negotiate an equitable amendment to this Agreement with respect to the Affected Performance. If the parties are unable to agree upon an equitable amendment within ten (10) Days after such fifteen (15)-Day period has expired, then either party shall be entitled to serve thirty (30) Days' notice of termination on the other party with respect to only such Affected Performance. The remaining portion of the Agreement that does not involve the Affected Performance shall continue in full force and effect. RMSS shall be entitled to be paid for that portion of the Affected Performance which it completed through the termination date.

13.2. **Time of Performance and Increased Costs.** RMSS's time of performance under this Agreement shall be adjusted, if and to the extent reasonably necessary, in the event and to the extent that (i) Licensee fails to timely submit material data or materials in the prescribed form or in accordance with the requirements of this Agreement, (ii) Licensee fails to perform on a timely basis, the material functions or other responsibilities of Licensee described in this Agreement, (iii) Licensee or any governmental agency authorized to regulate or supervise Licensee makes any special request, which is affirmed by Licensee and/or compulsory on RMSS, which affects RMSS's normal performance schedule, or (iv) Licensee has modified the RMSS Software in a manner affecting RMSS's burden. In addition, if any of the above events occur, and such event results in an increased cost to RMSS, RMSS shall estimate such increased costs in writing in advance and, upon Licensee's approval, Licensee shall be required to pay any and all such reasonable, increased costs to RMSS upon documented expenditure, up to 110% of the estimate.

14. NOTICES.

14.1. **Notices.** Except as otherwise provided under this Agreement or in the Exhibits, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient.

Written notice may be delivered in person or sent via reputable air courier service and addressed as set forth below:

If to Licensee: Fidelity National Tax Service, Inc.
17911 Von Karman Avenue, Suite 300
Irvine, CA 92614
Attn: President

with a copy to: Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

If to RMSS: Rocky Mountain Support Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: President

with a copy to: Fidelity National Financial, Inc.

601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

14.2. **Change of Address.** The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

15. WARRANTIES.

15.1. **Performance of Obligations.** Each party represents and warrants to the other that it shall perform its respective obligations under this Agreement in a professional and workmanlike manner.

15.2. **Compliance With Law**. RMSS warrants that (i) it has the power and corporate authority to enter into and perform this Agreement, (ii) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (iii) it has sufficient right, title and interest (or another Subsidiary of Fidelity National Financial, Inc. has or will grant it sufficient license rights) in the RMSS Software to grant the licenses herein granted, (iv) it has received no written notice of any third party claim or threat of a claim alleging that any part of the RMSS Software infringes the rights of any third party in any of the United States, and (v) each item of RMSS Software provided by or for RMSS to Licensee shall be delivered free of undisclosed trapdoors, Trojan horses, time bombs, time outs, spyware, viruses or other code which, with

the passage of time, in the absence of action or upon a trigger, would interfere with the normal use of, or access to, any file, datum or system.

15.3. **Exclusive Warranties**. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY AGREES THAT ALL REPRESENTATIONS AND WARRANTIES THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY EXCLUDED AND DISCLAIMED.

16. MISCELLANEOUS.

16.1. **Assignment.** Except as set forth herein, neither party may sell, assign, convey, or transfer the licenses granted hereunder or any of such party's rights or interests, or delegate any of its obligations hereunder without the written consent of the other party, provided, however, that the parties hereby agree and acknowledge that, upon the consummation of the Merger, Merger Co and Certegy shall each be permitted assignees of Licensee. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning party's successors and assigns. Either party may assign this Agreement to any Subsidiary that is not a Competitor except that the assigning party shall remain responsible for all obligations under this Agreement including the payment of fees. Notwithstanding anything contained herein to the contrary, Licensee may not assign this Agreement to a Competitor.

16.2. **Severability.** Provided Licensee retains quiet enjoyment of the RMSS Software, if any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the parties under this Agreement or any Exhibit or Schedule, in which case the unenforceable portion shall be replaced by one that reflects the parties original intent as closely as possible while remaining enforceable.

16.3. **Third Party Beneficiaries.** Except as set forth herein, the provisions of this Agreement are for the benefit of the parties and not for any other person. Should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

16.4. **Governing Law; Forum Selection; Consent of Jurisdiction.** This Agreement will be governed by and construed under the laws of the State of Florida, USA,

without regard to principles of conflict of laws. The parties agree that the only circumstance in which disputes between them, not otherwise excepted from the resolution process described in Section 10, will not be subject to the provisions of Section 10 is where a party makes a good faith determination that a breach of the terms of this Agreement by the other party requires prompt and equitable relief. Each of the parties submits to the personal jurisdiction of any state or federal court sitting in Jacksonville, Florida with respect to such judicial proceedings. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or to other security that might be required of any party with respect thereto. Any party may make service on the other party by sending or delivering a copy of the process to the party to be served at the address set forth in Section 14 above. Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law or in equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

16.5. **Executed in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

16.6. **Construction.** The headings and numbering of sections in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of this Agreement or the particular section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

16.7. **Entire Agreement.** This Agreement, including the Exhibits and Schedules attached hereto and the agreements referenced herein constitute the entire agreement between the parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, marketing brochures, correspondence and undertakings related thereto. Without limiting the foregoing, the parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior License Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior License Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

16.8. **Amendments and Waivers.** This Agreement may be amended only by written agreement signed by duly authorized representatives of each party. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a

waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.

16.9. **Remedies Cumulative.** Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled by law or equity in case of any breach or threatened breach by the other party of any provision in this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

16.10. **Taxes.** All charges and fees to be paid under this Agreement are exclusive of any applicable sales, use, service or similar tax which may be assessed currently or in the future on the RMSS Software or related services provided under this Agreement. If a sales, use, services or a similar tax is assessed on the RMSS Software or related services provided to Licensee under this Agreement, Licensee will pay directly, reimburse or indemnify RMSS for such taxes as well as any applicable interest and penalties. Licensee shall pay such taxes in addition to the sums otherwise due under this Agreement. RMSS shall, to the extent it is aware of taxes, itemize them on a proper VAT, GST or other invoice submitted pursuant to this Agreement. All property, employment and income taxes based on the assets, employees and net income, respectively, of RMSS shall be RMSS's sole responsibility. The parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances and shall provide and make available to each other any withholding certificates, information regarding the location of use of the RMSS Software or provision of the services or sale and any other exemption certificates or information reasonably requested by either party.

16.11. **Press Releases.** The parties shall consult with each other in preparing any press release, public announcement, news media response or other form of release of information concerning this Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party shall issue or cause the publication of any such Press Release without the prior written consent of the other party; except that nothing herein will prohibit either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

16.12. **Effectiveness**. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

FIDELITY NATIONAL TAX SERVICE, INC.

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

ROCKY MOUNTAIN SUPPORT SERVICES, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

AMENDED AND RESTATED SIMON SOFTWARE LICENSE AGREEMENT

This **AMENDED AND RESTATED SOFTWARE LICENSE AGREEMENT** (the “Agreement”) is dated as of February 1, 2006 (the “Effective Date”) and is made by and between **ROCKY MOUNTAIN SUPPORT SERVICES, INC.,** an Arizona corporation, (“RMSS”) and **FIDELITY NATIONAL TAX SERVICE, INC.,** a California corporation (“Licensee”).

WHEREAS, the parties previously entered into a SIMON Software License Agreement dated as of March 4, 2005 (the “Prior License Agreement”) with respect to the use of certain software and the provision of certain services, as more fully described herein; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the “Certegy Merger Agreement”), among Certegy Inc. (“Certegy”), C Co Merger Sub, LLC (“Merger Co”), and Fidelity National Information Services, Inc. (“FNI Co”), including the effectiveness of the merger of FNI Co with and into Merger Co (the “Merger”) with Merger Co (which will thereafter be known as “Fidelity National Information Services, LLC”) as the surviving entity, the parties wish to amend and restate the Prior License Agreement in its entirety;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

As used in this Agreement:

1.1 **“Assistance”** shall mean installation, conversion planning, conversion, consulting assistance, workshops, training or education classes performed by RMSS, or other functions mutually agreed to be “Assistance” by Licensee and RMSS.

1.2 **“Base Modification”** shall mean any Modification which RMSS, in its sole discretion, has incorporated into the base version of the RMSS Software which RMSS makes available to itself and other subsidiaries of Fidelity National Financial, Inc. (“FNF”).

1.3 **“Competitor”** shall mean a natural or legal person offering a product that competes with RMSS Software.

1.4 **“Custom Modification”** shall mean any Modification to the RMSS Software other than a Base Modification.

1.5 **“Days”** shall mean calendar days, unless otherwise specified.

1.6 **“Defect”** shall mean any failure, malfunction, defect or non-conformity in the RMSS Software that prevents the RMSS Software in any material respect from operating and performing in accordance with the Documentation.

1.7 **“Documentation”** shall mean RMSS’s standard operating instructions relating to the RMSS Software, consisting of one copy of the object code form of the RMSS Software; a copy of manuals consisting of instructions and procedures for systems and operations personnel and end users of RMSS Software, if any, and related documentation, if any. RMSS will deliver the Documentation to Licensee in paper form, on CD ROM or electronically, at RMSS’s discretion (except that RMSS Software shall be delivered on machine readable media). Licensee acknowledges that not all items of Documentation are available in all forms of media. RMSS shall have the right to change the medium upon which the Documentation is delivered to Licensee without notice to Licensee. Upon electronic delivery of Documentation, any obligation of RMSS to deliver multiple numbers of copies of such Documentation to Licensee shall have no further force or effect.

1.8 **“Escalation Procedures”** shall mean the procedures set forth in Section 11.2 of this Agreement.

1.9 **“Installation Site”** shall mean the location at which the RMSS Software is installed and which is owned or controlled by Licensee, or a Licensee contractor (who is not a Competitor and who has executed a nondisclosure agreement consistent with the terms of this Agreement) providing use of systems to Licensee, and which is located in the United States. The initial Installation Site address is listed in Section 2 of Exhibit A. Licensee may update the list of Installation Sites from time to time upon thirty (30) Days prior written notice to RMSS.

1.10 **“Licensee Server Software”** shall mean those client-server based applications set forth in Section 1.3 of Exhibit A hereto.

1.11 **“Maintenance”** shall mean the services described in Exhibit B hereto.

1.12 **“Maintenance Release”** shall mean the current Release of the RMSS Software and the immediately prior Release (provided that such Releases have been made available to Licensee), and shall also include, at any given time, each Release delivered to Licensee within the prior two years.

1.13 **“Modification”** shall mean any customization, enhancement, modification or change made to the RMSS Software authored by or for RMSS under this Agreement.

1.14 **“PC Software**” shall mean those personal computer-based applications developed by RMSS that are set forth in Section 1.2 of Exhibit A.

1.15 **“Proprietary Information”** shall mean all information disclosed by or for Licensee or RMSS to the other during the negotiations hereof and/or learned by reason of the relationship established hereunder or pursuant hereto, including, without limitation, the RMSS Software, Documentation, Releases, Modifications and all information, data and designs related thereto. Information relating to each party’s business, plans, affiliates or customers shall also be deemed “Proprietary Information” for purposes of the Agreement. “Proprietary Information” shall also include all “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the “GLB Act”), as the same may be amended from time to time, that RMSS receives from or at the direction of Licensee and that concerns any of Licensee’s “customers” and/or “consumers” (as defined in the GLB Act).

1.16 **“Release”** shall mean the Base Modifications, and other new versions, corrections, revisions, updates, modifications and enhancements to the RMSS Software and related Documentation.

1.17 **“Server”** shall mean a logical server that may include one (1) or more physical servers.

1.18 **“Subsidiary”** shall mean any majority-owned or otherwise controlled, direct or indirect subsidiary.

1.19 **“RMSS Software**” shall mean the object code and/or Source Code of any program or part of a program as described in Exhibit A licensed hereunder to Licensee but including in all events a product known between the parties as SIMON. RMSS Software includes all Base Modifications, all Modifications authored by or for RMSS, and all Releases issued during the term of Maintenance under this Agreement.

1.20 **“Source Code”** of RMSS Software shall mean a copy of the source code (or comparable high level coding) for the RMSS Software, if and to the extent RMSS has or retains any such code, including any annotations therein, certified by RMSS to Licensee, upon delivery to Licensee, as an accurate copy of such source code for RMSS Software as RMSS has in its possession.

1.21 **“Third Party Software”** shall mean those third party applications provided by RMSS that are set forth in Section 1.4 of Exhibit A.

1.22 **“Use Limitations”** shall mean the use by Licensee of the Licensee Server Software in total on no more than the number of Servers licensed herein.

---

2. GRANT OF LICENSE.

2.1 **Grant.** Subject to Licensee’s full payment, as due, of fees listed in Exhibit C, RMSS hereby grants to Licensee, and Licensee accepts from RMSS, a world-wide nonexclusive, perpetual, irrevocable right and object code license (except as otherwise provided for in Section 3 below) to use the RMSS Software and Documentation at the Installation Site(s), subject to the restrictions and obligations set forth herein.

2.2 **Delivery.** Licensee acknowledges and agrees that it has received, prior to the Effective Date, delivery of the RMSS Software in object code form and the Documentation.

3. SOURCE CODE DELIVERY

3.1 **Duty to Deliver.** Under the circumstances listed in Section 3.2 below, solely for purposes of integration, maintenance, modification and enhancement of Licensee’s installation(s) of RMSS Software, RMSS shall promptly deliver to Licensee a copy of Source Code, which shall be subject to all of the license terms and restrictions applicable to the RMSS Software.

3.2 **Conditions.** RMSS’s duty of delivery of Source Code as described above shall be immediately due and enforceable in equity upon any of these circumstances:

(a) RMSS has given notice to Licensee under terms of Maintenance that RMSS shall cease, or RMSS has ceased, (i) providing Maintenance generally or (ii) supporting any part of RMSS Software, and in the event of notice of future termination, such termination (whenever notice is given) shall be effective within twelve months.

(b) RMSS shall apply for or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating RMSS as bankrupt or insolvent or approving a petition seeking reorganization of RMSS or appointing a receiver, trustee, or liquidator of RMSS or of all or substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive Days.

(c) RMSS shall be in breach of any material covenant herein or under Maintenance which, following notice of breach in reasonable detail from Licensee, is not cured within thirty (30) Days. To the extent the breach relates to Maintenance on a specific module or separable component of

---

RMSS Software, the duty of Source Code delivery shall be limited to the Source Code for such specific module or separable component.

(d) Licensee shall have requested development or integration services with respect to RMSS Software which RMSS is unable or unwilling to provide or as to which the parties cannot timely come to commercial terms.

(i) To the extent the integration or development relates to a specific module or separable component of RMSS Software, the duty of Source Code delivery shall be limited to the Source Code for such specific module or separable component.

(ii) In the event of delivery of Source Code by RMSS under this subsection (d), upon Licensee's completion of its development or integration effort, equating generally to the same scope of work that RMSS was requested to perform but did not perform, it will provide to RMSS a copy of the source code for the development or enhancement, including any annotations therein, certifying same as complete and accurate and, without further formality, RMSS shall be deemed granted a license to use that source code developed by Licensee or its non-Competitor contractors, solely for maintenance or further development of the RMSS Software as implemented for Licensee and for no other use or beneficiary.

(iii) Six (6) months following the delivery by Licensee to RMSS of source code for Licensee's developments or enhancements under Section 3.2(d)(ii), RMSS may request that Licensee certify, and Licensee will promptly certify to RMSS, that Licensee has destroyed all copies of (x) Source Code delivered to it by RMSS 3.2(d) and (y) all copies of the source code for Licensee's development or enhancement - except two hard copy prints of source code for Licensee's development or enhancement for proof of authorship; provided, however, that the six (6) month limitation above shall not apply in the event that the development of Release 1.0 of the eLender Solutions software under the Amended and Restated eLender Solutions Software Development and Property Allocation Agreement dated as of November 22, 2005 is not completed on the scheduled completion date and Accepted under the terms of that agreement, and in such event, the RMSS' request for certification under this Section 3.2(d)(iii) may not be made until such Release 1.0 is completed and Accepted.

(iv) Licensee's right to obtain access to Source Code pursuant to this Section 3.2(d) may be invoked at any time and from time to time, regardless of the continuity of Maintenance.

---

4. SOFTWARE USE RESTRICTIONS.

4.1 Restrictions on RMSS Software.

(a) Licensee may not use the RMSS Software in a service bureau or in a time share arrangement.

(b) Licensee may not sell, lease, assign, transfer, distribute or sublicense the RMSS Software or Documentation, to any party that is not a (direct or indirect) subsidiary of Licensee. Licensee may not sell, lease, assign, transfer, distribute or sublicense the Source Code to any person or entity at any time, except that Licensee may sublicense the Source Code to a Subsidiary of Certegy, as necessary to exercise Licensee's rights to modify and create derivative works of the RMSS Software and Documentation.

(c) Licensee shall use RMSS Software subject to the Use Limitations.

(d) Licensee will not make copies, or similar versions of the RMSS Software or any part thereof without the prior written consent of RMSS, except in the process of contemplated use, for administrative, archival or disaster recovery backup, and as expressly provided otherwise herein.

(e) Licensee may not provide copies of the RMSS Software to any person, firm, or corporation not permitted hereunder except as permitted under Sections 4.1(b) and (d) above, and except as to Licensee's non-Competitor contractors or subcontractors who have executed nondisclosure terms consistent with the confidentiality terms herein.

(f) Licensee shall not allow any third party to use or have access to the RMSS Software for any purpose without RMSS's prior written consent except as permitted under Sections 4.1 (b) and (d) above, and except as to Licensee's non-Competitor contractors or subcontractors who have executed nondisclosure terms consistent with the confidentiality terms herein,.

(g) Licensee agrees not to disclose, decompile, disassemble or reverse engineer the RMSS Software.

4.2 Additional Restrictions on PC Software.

(a) Except as specifically set forth herein, all other restrictions on use, copying or disclosure of the RMSS Software and Licensee's agreement to maintain the confidentiality thereof shall apply to the PC Software and its Documentation.

(b) Licensee may not modify the PC Software (although RMSS may do so on Licensee's behalf.)

---

5. TERM; TERMINATION

5.1 The term of license shall be perpetual subject to termination in accordance with the terms herein.

5.2 Licensee may terminate the license for convenience upon no less than ninety (90) Days prior written notice to RMSS.

5.3 A license enjoyed by a Subsidiary of Licensee shall terminate without further formality upon such entity's ceasing to be a Subsidiary of Licensee. A license enjoyed by a Subsidiary of Licensee shall terminate without further formality upon the six month anniversary date after such entity's ceasing to be a Subsidiary of Licensee. Prior to such Subsidiary ceasing to be a Subsidiary of Licensee, Licensee shall cause

such Subsidiary to agree to migrate its data off the RMSS Software and on to an alternative product during the above described six month period. In any event, if the Subsidiary becomes a Subsidiary of a Competitor, the license to the Subsidiary shall terminate immediately.

5.4 In the event Licensee or a Licensee Subsidiary discloses any of the RMSS Software or any material part of the Documentation to a Competitor, then RMSS upon thirty Days prior written notice to Licensee, may terminate the license with respect to that portion relating to the RMSS Software and Documentation provided to such Competitor if Licensee on its own does not (or if Licensee does not cause its Subsidiary to) discontinue disclosure of the RMSS Software and Documentation to such Competitor within thirty Days following Licensee's receipt of RMSS' written notice. Any such termination shall be effective upon the expiration of the cure period. The foregoing is intended to apply only to the remedy of termination. RMSS shall retain the right to pursue any other remedies in the event Licensee or its Subsidiary makes an unauthorized disclosure to a Competitor, including injunctive relief or recovery of damages, and, depending on the nature of the disclosure, requesting that Licensee undertake other measures in addition to simply discontinuing disclosure to the Competitor.

5.5 In the event of termination of the license for any reason, Licensee and/or its Subsidiary, as applicable, shall promptly cease all use of the relevant RMSS Software, delete from its systems all copies of the relevant RMSS Software, and within thirty (30) Days of termination, return to RMSS all tangible copies of the relevant RMSS Software, together with certification that is has ceased such use, deleted such copies and returned such tangible copies as required hereunder.

5.6 Each party acknowledges and agrees that, in the event of Licensee's breach or threatened breach or any provision of Sections 4, 5.3, 5.4, 5.5 or 7, RMSS shall have no adequate remedy in damages and notwithstanding the dispute resolution provisions in Section 11 hereof, is entitled to seek an injunction to prevent such breach or threatened breach; provided, however, no specification of a particular

legal or equitable remedy is to be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 Ownership of RMSS Software and Documentation. From the date the RMSS Software and Documentation is first disclosed to Licensee, and at all times thereafter, as between the parties, RMSS and its licensors shall be the sole and exclusive owners of all right, title, and interest in and to the RMSS Software, Documentation and all Modifications, including, without limitation, all intellectual property and other rights related thereto. The parties acknowledge that this Agreement in no way limits or restricts RMSS and the RMSS Subsidiaries from developing or marketing on their own or for any third party in the United States or any other country, the RMSS Software, Documentation or Modifications, or any similar software (including, but not limited to, any modification, enhancement, interface, upgrade, change and all software, source code, blueprints, diagrams, flow charts, specifications, functional descriptions or training materials relating thereto) without payment of any compensation to Licensee, or any notice to Licensee.

6.2 Development Services. Licensee may from time to time wish to augment the RMSS product with additional functionality or utility, or to integrate it with Licensee systems from other sources, and for such purposes may request the provision of development services from RMSS.

7. CONFIDENTIALITY.

7.1 Confidentiality Obligation. Proprietary Information (i) shall be deemed the property of the disclosing party (or the party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements, and (iii) shall be protected by the receiving party in accordance with the terms of this Section 7.

7.2 Non-Disclosure Covenant. Except as set forth in this Section, neither party shall disclose the Proprietary Information of the other party in whole or in part, including derivations, to any third party. If the parties agree to a specific nondisclosure period for a specific document, the disclosing party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for (a) RMSS Software, Source Code and related Documentation shall extend in perpetuity and (b) with respect to any other Proprietary Information shall extend for a period of (5) five years from disclosure. Proprietary Information shall be held in confidence by the receiving party and its employees, and shall be disclosed to only those of the receiving party's employees and professional advisors who have a need for it in connection with the administration and implementation of this Agreement. In no event shall Licensee disclose RMSS

Proprietary Information to a Competitor of RMSS. Each party shall use the same degree of care and afford the same protections to the Proprietary Information of the other party as it uses and affords to its own Proprietary Information.

7.3 Exceptions. Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving party shall have no obligation of nondisclosure with respect to any such information which:

(i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving party;

(ii) was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information;

(iii) is approved for release by written authorization of the disclosing party;

(iv) was known to the receiving party prior to receipt of the information;

(v) was independently developed by the receiving party without access to or use of the Proprietary Information of the disclosing party; or

(vi) is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

Notwithstanding application of any of the foregoing exceptions, in no event shall RMSS treat as other than Proprietary Information, information comprising nonpublic personal information under the GLB Act.

7.4 Confidentiality of this Agreement; Protective Arrangements.

(a) The parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the parties, and agree to limit distribution of this Agreement to those employees of Licensee and RMSS with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event Licensee and RMSS agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

(b) In addition, each party shall give notice to the other party of any demands to disclose or provide Proprietary Information of the other party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

8. CONTINUING UNDERTAKINGS.

During the duration of the license granted hereunder, RMSS shall offer Maintenance for the RMSS Software for the fees set forth in Exhibit C hereto. A description of Maintenance services is set forth in Exhibit B hereto. Any related professional services shall be performed pursuant to further agreement between the parties.

9. INVOICING AND PAYMENTS, PAST DUE AMOUNTS, CURRENCY.

9.1 Invoicing and Payment Requirements. RMSS shall invoice for such fees described in Exhibit C hereto as well as for any expenses and any other applicable charges incurred and owing hereunder. In accordance with this Section 9.1, Licensee shall pay RMSS the invoiced amount in full on or prior to thirty (30) Days after Licensee's receipt of such invoice unless Licensee notifies RMSS within such period that it is in good faith disputing RMSS's invoice. Licensee shall make all payments to RMSS by check, credit card or wire transfer of immediately available funds to an account or accounts designated by RMSS. Payment in full shall not preclude later dispute of charges or adjustment of improper payments.

9.2 Past Due Amounts. Any amount not received or disputed by Licensee by the date payment is due shall be subject to interest on the overdue balance at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date of payment (or the prior date on which the Wall Street Journal was published if not published on the date of payment), plus one percent from the due date, until paid, applied to the outstanding balance from time to time. Any amount paid but later deemed not to have been due, will be repaid or credited with interest on the same terms.

9.3 Currency. All fees and charges listed and referred to in this Agreement are stated in and shall be paid in U.S. Dollars.

10. ASSISTANCE.

10.1 Basis for Assistance. Assistance, except to the extent included in Maintenance, is not included in this Agreement. If Licensee desires to purchase Assistance from RMSS or a RMSS Subsidiary, such Assistance shall be provided pursuant to separate agreement.

11. DISPUTE RESOLUTION.

11.1 Dispute Resolution Procedures. If, prior to the termination of this Agreement or the license granted herein, and prior to notice of termination given by either party to the other, a dispute arises between RMSS and Licensee with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (other than disputes regarding a party's compliance with the provisions

of Sections 4 and/or 7), such dispute shall be settled as set forth in this Section 11. If either party exercises its right to initiate the dispute resolution procedures under this Section 11, then during such procedure any time periods providing for termination of the Agreement or curing any material breach pursuant to the terms of this Agreement shall be suspended automatically, except with respect to any termination or breach arising out of Licensee's failure to make any undisputed timely and complete payments to RMSS under this Agreement. At such time as the dispute is resolved, if such dispute involved the payment of monies, interest at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date the dispute is resolved (or the prior date on which the Wall Street Journal was published if not published on the date the dispute was resolved) plus one percent for the period of dispute shall be paid to the party entitled to receive the disputed monies to compensate for the lapsed time between the date such disputed amount originally was to have been paid (or was paid) through the date monies are paid (or repaid) in settlement of the dispute. Disputes arising under Sections 4 or 7 may be resolved by judicial recourse or in any other manner agreed by the parties.

11.2 Escalation Procedures.

(a) Each of the parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the parties at the level where the issue is discovered and has immediate impact (excluding issues of title to work product, which shall be initially addressed at the general counsel level but otherwise pursuant to Section 11.2(b) following). To this end, each party shall escalate any and all unresolved disputes or claims in accordance with this Section 11.2 at any time to persons responsible for the administration of the relationship reflected in this SIMON Software License Agreement. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. If such parties do not resolve the underlying dispute within ten (10) Days of its escalation to them, then either party may notify the other in writing that he/she desires to elevate the dispute or claim to the President of RMSS and the President of Licensee or their designated representative(s) for resolution.

(b) Upon receipt by a party of a written notice escalating the dispute to the company president level, the President of RMSS and the President of Licensee or their designated representative(s) shall promptly communicate with his/her counter party, negotiate in good faith and use reasonable efforts to resolve such dispute or claim. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. Upon agreement, such representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. If the parties have not resolved the dispute

within ten (10) Days after receipt of the notice elevating the dispute to this level, either may once again escalate the dispute to binding arbitration.

(c) All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

11.3 Arbitration Procedures. If a claim, controversy or dispute between the parties with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (and not otherwise excepted), has not been timely resolved pursuant to the foregoing escalation process, upon notice either party may initiate binding arbitration of the issue in accordance with the following procedures.

(a) Either party may request arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

(b) Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the involved parties.

(c) Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

11.4 Continuation of Services. Unless RMSS initiates an action for Licensee's failure to make timely and complete payment of undisputed amounts claimed due to RMSS, RMSS will continue to provide Maintenance under the Maintenance services agreement, and unless Licensee is unable to lawfully use the RMSS Software and Modifications thereto, Licensee will continue to make payments of undisputed amounts to RMSS, in accordance with this Agreement, notwithstanding a dispute between the parties relating hereto or otherwise.

12. LIMITATION OF LIABILITY.

12.1 EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BY REASON OF AN INDEMNITY OBLIGATION HEREUNDER OR BY REASON OF A BREACH OF WARRANTY, EITHER PARTY'S LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION WHETHER BASED IN CONTRACT, TORT OR OTHERWISE WHICH ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S DIRECT OUT-OF-POCKET DAMAGES, ACTUALLY INCURRED, WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY LICENSEE TO RMSS UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

12.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Licensee Software. RMSS has no obligation or liability, either express or implied, with respect to the compatibility of RMSS Software with any other software unless provided or specified by RMSS including, but not limited to, Licensee software and/or Licensee-provided third party software.

13. INDEMNIFICATION.

13.1 Property Damage. Subject to Section 13 hereof, each party agrees to indemnify, defend and hold harmless the other and its officers, directors, employees, and affiliates (including, where applicable, the RMSS Subsidiaries and Licensee Subsidiaries), and agents from any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property of the indemnified party resulting from the actions or inactions of any employee, agent or subcontractor of the indemnifying party insofar as such damage arises out of or is ancillary to fulfilling its obligations under this Agreement and to the extent such damage is due to any negligence, breach of statutory duty, omission or default of the indemnifying party, its employees, agents or subcontractors.

13.2 Infringement of RMSS Software. RMSS agrees to defend at its own expense, any claim or action brought by any third party against Licensee and/or against its officers, directors, and employees and affiliates, for actual or alleged infringement within the United States of any patent, copyright or other intellectual property right (including, but not limited to, misappropriation of trade secrets) based upon

---

the RMSS Software (except to the extent such infringement claim is caused by Licensee-specified Custom Modifications to the RMSS Software which could not have been made in a non-infringing manner) or caused by the combination of RMSS Software with software or hardware not provided, specified or approved by RMSS, or based upon the Third Party Software ("Indemnified RMSS Software"). Licensee, at its sole discretion and cost, may participate in the defense and all negotiations for its settlement or compromise. RMSS further agrees to indemnify and hold Licensee, its officers, directors, employees and affiliates harmless from and against any and all liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) associated with any such claim or action incurred by Licensee. RMSS shall conduct and control the defense of any such claim or action and negotiations for its settlement or compromise, by the payment of money. RMSS shall give Licensee, and Licensee shall give RMSS, as appropriate, prompt written notice of any written threat, warning or notice of any such claim or action against RMSS or Licensee, as appropriate, or any other user or any supplier of components of the Indemnified RMSS Software, which could have an adverse impact on Licensee's use of same, provided RMSS or Licensee, as appropriate, knows of such claim or action. If in any such suit so defended, all or any part of the Indemnified RMSS Software (or any component thereof) is held to constitute an infringement or violation of any other party's intellectual property rights and is enjoined, RMSS shall at its sole option take one or more of the following actions at no additional cost to Licensee: (i) procure the right to continue the use of the same without material interruption for Licensee; (ii) replace the same with non-infringing software; (iii) modify said Indemnified RMSS Software so as to be non-infringing; or (iv) take back the infringing Indemnified RMSS Software and credit Licensee with an amount equal to its prepaid but unused license fees hereunder. The foregoing represents the sole and exclusive remedy of Licensee for infringement or alleged infringement.

13.3 Dispute Resolution. The provisions of Section 13 shall apply with respect to the submission of any claim for indemnification under this Agreement and the resolution of any disputes relating to such claim.

14. FORCE MAJEURE, TIME OF PERFORMANCE AND INCREASED COSTS.

14.1 Force Majeure.

(a) Neither party shall be held liable for any delay or failure in performance of its obligations under this Agreement from any cause which with the observation of reasonable care, could not have been avoided – which may include, without limitation, acts of civil or military authority, government regulations, government agencies, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities (the "Affected Performance").

(b) Upon the occurrence of a condition described in Section 14.1(a), the party whose performance is affected shall give written notice to the other party describing the Affected Performance, and the parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition, including, without limitation, implementing disaster recovery procedures. The parties agree that the party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the force majeure events and recommence the Affected Performance. If the delay caused by the force majeure event lasts for more than fifteen (15) Days, the parties shall negotiate an equitable amendment to this Agreement with respect to the Affected Performance. If the parties are unable to agree upon an equitable amendment within ten (10) Days after such fifteen (15)-Day period has expired, then either party shall be entitled to serve thirty (30) Days' notice of termination on the other party with respect to only such Affected Performance. The remaining portion of the Agreement that does not involve the Affected Performance shall continue in full force and effect. RMSS shall be entitled to be paid for that portion of the Affected Performance which it completed through the termination date.

14.2 Time of Performance and Increased Costs. RMSS's time of performance under this Agreement shall be adjusted, if and to the extent reasonably necessary, in the event and to the extent that (i) Licensee fails to timely submit material data or materials in the prescribed form or in accordance with the requirements of this Agreement, (ii) Licensee fails to perform on a timely basis, the material functions or other responsibilities of Licensee described in this Agreement, (iii) Licensee or any governmental agency authorized to regulate or supervise Licensee makes any special request, which is affirmed by Licensee and/or compulsory on RMSS, which affects RMSS's normal performance schedule, or (iv) Licensee has modified the RMSS Software in a manner affecting RMSS's burden. In addition, if any of the above events occur, and such event results in an increased cost to RMSS, RMSS shall estimate such increased costs in writing in advance and, upon Licensee's approval, Licensee shall be required to pay any and all such reasonable, increased costs to RMSS upon documented expenditure, up to 110% of the estimate.

15. NOTICES.

15.1 Notices. Except as otherwise provided under this Agreement or in the Exhibits, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when

received by the designated recipient. Written notice may be delivered in person or sent via reputable air courier service and addressed as set forth below:

If to Licensee:	Fidelity National Tax Service, Inc. 17911 Von Karman Avenue, Suite 300 Irvine, CA 92614 Attn: President
with a copy to:	Fidelity National Information Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: General Counsel
If to RMSS:	Rocky Mountain Support Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: President
with a copy to:	Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: General Counsel

15.2 Change of Address. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

16. WARRANTIES.

16.1 Performance. For as long as RMSS is providing Maintenance to Licensee for the RMSS Software, RMSS warrants and represents that the RMSS Software and the Custom Modifications, as delivered to Licensee and the Base Modifications, will perform in all material respects in accordance with the respective Documentation, in concert and otherwise.

16.2 Performance of Obligations. Each party represents and warrants to the other that it shall perform its respective obligations under this Agreement, including Exhibits and Schedules, in a professional and workmanlike manner.

16.3 Compliance With Law. RMSS warrants that (i) it has the power and corporate authority to enter into and perform this Agreement, (ii) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (iii) it has sufficient right, title and interest (or another Subsidiary of FNF has or will grant it sufficient license rights) in the RMSS Software to grant the licenses herein granted, (iv) it has received no written notice of any third party claim or threat of a claim alleging that any part of the RMSS Software infringes the rights of any third party in any of the United States, and (v) each item of RMSS Software provided by or for RMSS to Licensee shall be delivered free of undisclosed trapdoors, Trojan horses, time bombs, time outs,

spyware, viruses or other code which, with the passage of time, in the absence of action or upon a trigger, would interfere with the normal use of, or access to, any file, datum or system.

16.4 Exclusive Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY AGREES THAT ALL REPRESENTATIONS AND WARRANTIES THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY EXCLUDED AND DISCLAIMED.

17. MISCELLANEOUS.

17.1 Assignment. Except as set forth herein, neither party may sell, assign, convey, or transfer the licenses granted hereunder or any of such party's rights or interests, or delegate any of its obligations hereunder without the written consent of the other party, provided, however, that the parties hereby agree and acknowledge that, upon the consummation of the Merger, Merger Co and Certegy shall each be permitted assignees of Licensee. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning party's successors and assigns. Either party may assign this Agreement to any Subsidiary that is not a Competitor except that the assigning party shall remain responsible for all obligations under this Agreement including the payment of fees. Notwithstanding anything contained herein to the contrary, Licensee may not assign this Agreement to a Competitor.

17.2 Severability. Provided Licensee retains quiet enjoyment of the RMSS Software including Custom Modifications and Base Modifications, if any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the parties under this Agreement or any Exhibit or Schedule, in which case the unenforceable portion shall be replaced by one that reflects the parties original intent as closely as possible while remaining enforceable..

17.3 Third Party Beneficiaries. Except as set forth herein, the provisions of this Agreement are for the benefit of the parties and not for any other person. Should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

17.4 Governing Law; Forum Selection; Consent of Jurisdiction. This Agreement will be governed by and construed under the laws of the State of Florida, USA, without regard to principles of conflict of laws. The parties agree that the only circumstance in which disputes between them, not otherwise excepted from the resolution process described in Section 11, will not be subject to the provisions of Section 11 is where a party makes a good faith determination that a breach of the terms of this Agreement by the other party requires prompt and equitable relief. Each of the parties submits to the personal jurisdiction of any state or federal court sitting in Jacksonville, Florida with respect to such judicial proceedings. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or to other security that might be required of any party with respect thereto. Any party may make service on the other party by sending or delivering a copy of the process to the party to be served at the address set forth in Section 15 above. Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law or in equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

17.5 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

17.6 Construction. The headings and numbering of sections in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of this Agreement or the particular section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

17.7 Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto and the agreements referenced herein constitute the entire agreement between the parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, marketing brochures, correspondence and undertakings related thereto. Without limiting the foregoing, the parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior License Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior License Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

17.8 Amendments and Waivers. This Agreement may be amended only by written agreement signed by duly authorized representatives of each party. No waiver of any provisions of this Agreement and no consent to any default under this

Agreement shall be effective unless the same shall be in writing and signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.

17.9 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled by law or equity in case of any breach or threatened breach by the other party of any provision in this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

17.10 Taxes. All charges and fees to be paid under this Agreement are exclusive of any applicable sales, use, service or similar tax which may be assessed currently or in the future on the RMSS Software or related services provided under this Agreement. If a sales, use, services or a similar tax is assessed on the RMSS Software or related services provided to Licensee under this Agreement, Licensee will pay directly, reimburse or indemnify RMSS for such taxes as well as any applicable interest and penalties. Licensee shall pay such taxes in addition to the sums otherwise due under this Agreement. RMSS shall, to the extent it is aware of taxes, itemize them on a proper VAT, GST or other invoice submitted pursuant to this Agreement. All property, employment and income taxes based on the assets, employees and net income, respectively, of RMSS shall be RMSS's sole responsibility. The parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances and shall provide and make available to each other any withholding certificates, information regarding the location of use of the RMSS Software or provision of the services or sale and any other exemption certificates or information reasonably requested by either party.

17.11 Press Releases. The parties shall consult with each other in preparing any press release, public announcement, news media response or other form of release of information concerning this Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party shall issue or cause the publication of any such Press Release without the prior written consent of the other party; except that nothing herein will prohibit either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

[*signature page to follow*]

17.12 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

FIDELITY NATIONAL TAX SERVICE, INC.

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

ROCKY MOUNTAIN SUPPORT SERVICES, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

AMENDED AND RESTATED TEAM SOFTWARE LICENSE AGREEMENT

This **AMENDED AND RESTATED SOFTWARE LICENSE AGREEMENT** (the "Agreement") is dated as of February 1, 2006 (the "Effective Date") and is made by and between **ROCKY MOUNTAIN SUPPORT SERVICES, INC.,** an Arizona corporation, ("RMSS") and **FIDELITY NATIONAL TAX SERVICE, INC.,** a California corporation ("Licensee").

WHEREAS, the parties previously entered into a TEAM Software License Agreement dated as of March 4, 2005 (the "Prior License Agreement") with respect to the use of certain software and the provision of certain services, as more fully described herein; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), C Co Merger Sub, LLC ("Merger Co"), and Fidelity National Information Services, Inc. ("FNI Co"), including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the parties wish to amend and restate the Prior License Agreement in its entirety;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

As used in this Agreement:

1.1 **"Assistance"** shall mean installation, conversion planning, conversion, consulting assistance, workshops, training or education classes performed by RMSS, or other functions mutually agreed to be "Assistance" by Licensee and RMSS.

1.2 **"Base Modification"** shall mean any Modification which RMSS, in its sole discretion, has incorporated into the base version of the RMSS Software which RMSS makes available to itself and other subsidiaries of Fidelity National Financial, Inc. ("FNF").

1.3 **"Competitor"** shall mean a natural or legal person offering a product that competes with RMSS Software.

1.4 **"Custom Modification"** shall mean any Modification to the RMSS Software other than a Base Modification.

1.5 **"Days"** shall mean calendar days, unless otherwise specified.

1.6 **"Defect"** shall mean any failure, malfunction, defect or non-conformity in the RMSS Software that prevents the RMSS Software in any material respect from operating and performing in accordance with the Documentation.

1.7 **"Documentation"** shall mean RMSS's standard operating instructions relating to the RMSS Software, consisting of one copy of the object code form of the RMSS Software; a copy of manuals consisting of instructions and procedures for systems and operations personnel and end users of RMSS Software, if any, and related documentation, if any. RMSS will deliver the Documentation to Licensee in paper form, on CD ROM or electronically, at RMSS's discretion (except that RMSS Software shall be delivered on machine readable media). Licensee acknowledges that not all items of Documentation are available in all forms of media. RMSS shall have the right to change the medium upon which the Documentation is delivered to Licensee without notice to Licensee. Upon electronic delivery of Documentation, any obligation of RMSS to deliver multiple numbers of copies of such Documentation to Licensee shall have no further force or effect.

1.8 **"Escalation Procedures"** shall mean the procedures set forth in Section 11.2 of this Agreement.

1.9 **"Licensee Server Software"** shall mean those applications set forth in Section 1.3 of Exhibit A hereto.

1.10 **"Maintenance"** shall mean the services described in Exhibit B hereto.

1.11 **"Maintenance Release"** shall mean the current Release of the RMSS Software and the immediately prior Release (provided that such Releases have been made available to Licensee), and shall also include, at any given time, each Release delivered to Licensee within the prior two years.

1.12 **"Modification"** shall mean any customization, enhancement, modification or change made to the RMSS Software authored by or for RMSS under this Agreement.

1.13 **"PC Software**" shall mean those personal computer-based applications developed by RMSS that are set forth in Section 1.2 of Exhibit A.

1.14 **"Proprietary Information"** shall mean all information disclosed by or for Licensee or RMSS to the other during the negotiations hereof and/or learned by reason of the relationship established hereunder or pursuant hereto, including, without limitation, the RMSS Software, Documentation, Releases, Modifications and all information, data and designs related thereto. Information relating to each party's business, plans, affiliates or customers shall also be deemed "Proprietary Information" for purposes of the Agreement. "Proprietary Information" shall also

include all “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the “GLB Act”), as the same may be amended from time to time, that RMSS receives from or at the direction of Licensee and that concerns any of Licensee’s “customers” and/or “consumers” (as defined in the GLB Act).

1.15 **“Release”** shall mean the Base Modifications, and other new versions, corrections, revisions, updates, modifications and enhancements to the RMSS Software and related Documentation.

1.16 **“Server”** shall mean, for purposes of this Agreement, a VAX mainframe computer.

1.17 **“Subsidiary”** shall mean any majority-owned or otherwise controlled, direct or indirect subsidiary.

1.18 **“RMSS Software**” shall mean the object code and/or Source Code of any program or part of a program as described in Exhibit A licensed hereunder to Licensee but including in all events a product known between the parties as TEAM. RMSS Software includes all Base Modifications, all Modifications authored by or for RMSS, and all Releases issued during the term of Maintenance under this Agreement.

1.19 **“Source Code”** of RMSS Software shall mean a copy of the source code (or comparable high level coding) for the RMSS Software, if and to the extent RMSS has or retains any such code, including any annotations therein, certified by RMSS to Licensee, upon delivery to Licensee, as an accurate copy of such source code for RMSS Software as RMSS has in its possession.

1.20 **“Third Party Software”** shall mean those third party applications provided by RMSS that are set forth in Section 1.4 of Exhibit A.

1.21 **“Use Limitations”** shall mean the use by Licensee of the RMSS Software by no more than the number of Users specified herein.

1.22 **“User”** shall mean an individual authorized to use the Licensee Server Software, and the specific Users and number of Users may be changed from time to time upon request of Licensee.

2. GRANT OF LICENSE.

2.1 **Grant.** Subject to Licensee’s full payment, as due, of fees listed in Exhibit C, RMSS hereby grants to Licensee, and Licensee accepts from RMSS, a world-wide nonexclusive, perpetual, irrevocable right and object code license (except as

otherwise provided for in Section 3 below) to use the RMSS Software and Documentation, subject to the restrictions and obligations set forth herein.

2.2 **Delivery.** Licensee acknowledges and agrees that it has received, prior to the Effective Date, delivery of the RMSS Software in object code form and the Documentation.

3. SOURCE CODE DELIVERY

3.1 **Duty to Deliver.** Under the circumstances listed in Section 3.2 below, solely for purposes of integration, maintenance, modification and enhancement of Licensee’s installation(s) of RMSS Software, RMSS shall promptly deliver to Licensee a copy of Source Code, which shall be subject to all of the license terms and restrictions applicable to the RMSS Software.

3.2 **Conditions.** RMSS’s duty of delivery of Source Code as described above shall be immediately due and enforceable in equity upon any of these circumstances:

(a) RMSS has given notice to Licensee under terms of Maintenance that RMSS shall cease, or RMSS has ceased, (i) providing Maintenance generally or (ii) supporting any part of RMSS Software, and in the event of notice of future termination, such termination (whenever notice is given) shall be effective within twelve months.

(b) RMSS shall apply for or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating RMSS as bankrupt or insolvent or approving a petition seeking reorganization of RMSS or appointing a receiver, trustee, or liquidator of RMSS or of all or substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive Days.

(c) RMSS shall be in breach of any material covenant herein or under Maintenance which, following notice of breach in reasonable detail from Licensee, is not cured within thirty (30) Days. To the extent the breach relates to Maintenance on a specific module or separable component of RMSS Software, the duty of Source Code delivery shall be limited to the Source Code for such specific module or separable component.

(d) Licensee shall have requested development or integration services with respect to RMSS Software which RMSS is unable or unwilling to provide or as to which the parties cannot timely come to commercial terms.

(i) To the extent the integration or development relates to a specific module or separable component of RMSS Software, the duty of Source Code delivery shall be limited to the Source Code for such specific module or separable component.

(ii) In the event of delivery of Source Code by RMSS under this subsection (d), upon Licensee's completion of its development or integration effort, equating generally to the same scope of work that RMSS was requested to perform but did not perform, it will provide to RMSS a copy of the source code for the development or enhancement, including any annotations therein, certifying same as complete and accurate and, without further formality, RMSS shall be deemed granted a license to use that source code developed by Licensee or its non-Competitor contractors, solely for maintenance or further development of the RMSS Software as implemented for Licensee and for no other use or beneficiary.

(iii) Six (6) months following the delivery by Licensee to RMSS of source code for Licensee's developments or enhancements under Section 3.2(d)(ii), RMSS may request that Licensee certify, and Licensee will promptly certify to RMSS, that Licensee has destroyed all copies of (x) Source Code delivered to it by RMSS 3.2(d) and (y) all copies of the source code for Licensee's development or enhancement - except two hard copy prints of source code for Licensee's development or enhancement for proof of authorship; provided, however, that the six (6) month limitation above shall not apply in the event that the development of Release 1.0 of the eLender Solutions software under the Amended and Restated eLender Solutions Software Development and Property Allocation Agreement dated as of November 22, 2005 is not completed on the scheduled completion date and Accepted under the terms of that agreement, and in such event, the RMSS' request for certification under this section 3.2(d)(iii) may not be made until such Release 1.0 is completed and Accepted.

(iv) Licensee's right to obtain access to Source Code pursuant to this Section 3.2(d) may be invoked at any time and from time to time, regardless of the continuity of Maintenance.

---

4. SOFTWARE USE RESTRICTIONS.

4.1 Restrictions on RMSS Software.

(a) Licensee may not use the RMSS Software in a service bureau or in a time share arrangement.

(b) Licensee may not sell, lease, assign, transfer, distribute or sublicense the RMSS Software or Documentation, to any party that is not a Subsidiary of Licensee. Licensee may not sell, lease, assign, transfer, distribute or sublicense the Source Code to any person or entity at any time, except that Licensee may sublicense the Source Code to a Subsidiary of Certegy, as necessary to exercise Licensee's rights to modify and create derivative works of the RMSS Software and Documentation.

(c) Licensee shall use RMSS Software subject to the Use Limitations.

(d) Licensee will not make copies, or similar versions of the RMSS Software or any part thereof without the prior written consent of RMSS, except in the process of contemplated use, for administrative, archival or disaster recovery backup, and as expressly provided otherwise herein.

(e) Licensee may not provide copies of the RMSS Software to any person, firm, or corporation not permitted hereunder except as permitted under Sections 4.1(b) and (d) above, and except as to Licensee's non-Competitor contractors or subcontractors who have executed nondisclosure terms consistent with the confidentiality terms herein.

(f) Licensee shall not allow any third party to use or have access to the RMSS Software for any purpose without RMSS's prior written consent except as permitted under Sections 4.1 (b) and (d) above, and except as to Licensee's non-Competitor contractors or subcontractors who have executed nondisclosure terms consistent with the confidentiality terms herein,.

(g) Licensee agrees not to disclose, decompile, disassemble or reverse engineer the RMSS Software.

4.2 Additional Restrictions on PC Software.

(a) Except as specifically set forth herein, all other restrictions on use, copying or disclosure of the RMSS Software and Licensee's agreement to maintain the confidentiality thereof shall apply to the PC Software and its Documentation.

(b) Licensee may not modify the PC Software (although RMSS may do so on Licensee's behalf.)

---

5. TERM; TERMINATION

5.1 The term of license shall be perpetual subject to termination in accordance with the terms herein.

5.2 Licensee may terminate the license for convenience upon no less than ninety (90) Days prior written notice to RMSS.

5.3 A license enjoyed by a Subsidiary of FNIS shall terminate without further formality upon such entity's ceasing to be a Subsidiary of FNIS. A license enjoyed by a Subsidiary of Licensee shall terminate without further formality upon the six month anniversary date after such entity's ceasing to be a Subsidiary of Licensee. Licensee shall cause such Subsidiary to agree to migrate its data off the RMSS Software and on to an alternative product during the above described six month period. In any event, if the Subsidiary becomes a Subsidiary of a Competitor, the license to the Subsidiary shall terminate immediately.

5.4 In the event Licensee or a Licensee Subsidiary discloses any of the RMSS Software or any material part of the Documentation to a Competitor, then RMSS upon thirty Days prior written notice to Licensee, may terminate the license with respect to that portion relating to the RMSS Software and Documentation provided to such Competitor if Licensee on its own does not (or if Licensee does not cause its Subsidiary to) discontinue disclosure of the RMSS Software and Documentation to such Competitor within thirty Days following Licensee's receipt of RMSS' written notice. Any such termination shall be effective upon the expiration of the cure period. The foregoing is intended to apply only to the remedy of termination. RMSS shall retain the right to pursue any other remedies in the event Licensee or its Subsidiary makes an unauthorized disclosure to a Competitor, including injunctive relief or recovery of damages, and, depending on the nature of the disclosure, requesting that Licensee undertake other measures in addition to simply discontinuing disclosure to the Competitor.

5.5 In the event of termination of the license for any reason, Licensee and/or its Subsidiary, as applicable, shall promptly cease all use of the relevant RMSS Software, delete from its systems all copies of the relevant RMSS Software, and within thirty (30) Days of termination, return to RMSS all tangible copies of the relevant RMSS Software together with certification that is has ceased such use, deleted such copies and returned such tangible copies as required hereunder.

5.6 Each party acknowledges and agrees that, in the event of Licensee's breach or threatened breach or any provision of Sections 4, 5.3, 5.4, 5.5 or 7, RMSS shall have no adequate remedy in damages and notwithstanding the dispute resolution provisions in Section 11 hereof, is entitled to seek an injunction to prevent such breach or threatened breach; provided, however, no specification of a particular

legal or equitable remedy is to be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 Ownership of RMSS Software and Documentation. From the date the RMSS Software and Documentation is first disclosed to Licensee, and at all times thereafter, as between the parties, RMSS and its licensors shall be the sole and exclusive owners of all right, title, and interest in and to the RMSS Software, Documentation and all Modifications, including, without limitation, all intellectual property and other rights related thereto. The parties acknowledge that this Agreement in no way limits or restricts RMSS and the RMSS Subsidiaries from developing or marketing on their own or for any third party in the United States or any other country, the RMSS Software, Documentation or Modifications, or any similar software (including, but not limited to, any modification, enhancement, interface, upgrade, change and all software, source code, blueprints, diagrams, flow charts, specifications, functional descriptions or training materials relating thereto) without payment of any compensation to Licensee, or any notice to Licensee.

6.2 Development Services. Licensee may from time to time wish to augment the RMSS product with additional functionality or utility, or to integrate it with Licensee systems from other sources, and for such purposes may request the provision of development services from RMSS.

7. CONFIDENTIALITY.

7.1 Confidentiality Obligation. Proprietary Information (i) shall be deemed the property of the disclosing party (or the party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements, and (iii) shall be protected by the receiving party in accordance with the terms of this Section 7.

7.2 Non-Disclosure Covenant. Except as set forth in this Section, neither party shall disclose the Proprietary Information of the other party in whole or in part, including derivations, to any third party. If the parties agree to a specific nondisclosure period for a specific document, the disclosing party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for (a) RMSS Software, Source Code and related Documentation shall extend in perpetuity and (b) with respect to any other Proprietary Information shall extend for a period of (5) five years from disclosure. Proprietary Information shall be held in confidence by the receiving party and its employees, and shall be disclosed to only those of the receiving party's employees and professional advisors who have a need for it in connection with the administration

and implementation of this Agreement. In no event shall Licensee disclose RMSS Proprietary Information to a Competitor of RMSS. Each party shall use the same degree of care and afford the same protections to the Proprietary Information of the other party as it uses and affords to its own Proprietary Information.

7.3 Exceptions. Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving party shall have no obligation of nondisclosure with respect to any such information which:

(i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving party;

(ii) was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information;

(iii) is approved for release by written authorization of the disclosing party;

(iv) was known to the receiving party prior to receipt of the information;

(v) was independently developed by the receiving party without access to or use of the Proprietary Information of the disclosing party; or

(vi) is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

Notwithstanding application of any of the foregoing exceptions, in no event shall RMSS treat as other than Proprietary Information, information comprising nonpublic personal information under the GLB Act.

7.4 Confidentiality of this Agreement; Protective Arrangements.

(a) The parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the parties, and agree to limit distribution of this Agreement to those employees of Licensee and RMSS with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event Licensee and RMSS agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

(b) In addition, each party shall give notice to the other party of any demands to disclose or provide Proprietary Information of the other party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

---

8. CONTINUING UNDERTAKINGS.

During the duration of the license granted hereunder, RMSS shall offer Maintenance for the RMSS Software for the fees set forth in Exhibit C hereto. A description of Maintenance services is set forth in Exhibit B hereto. Any related professional services shall be performed pursuant to further agreement between the parties.

9. INVOICING AND PAYMENTS, PAST DUE AMOUNTS, CURRENCY.

9.1 Invoicing and Payment Requirements. RMSS shall invoice for such fees described in Exhibit C hereto as well as for any expenses and any other applicable charges incurred and owing hereunder. In accordance with this Section 9.1, Licensee shall pay RMSS the invoiced amount in full on or prior to thirty (30) Days after Licensee’s receipt of such invoice unless Licensee notifies RMSS within such period that it is in good faith disputing RMSS’s invoice. Licensee shall make all payments to RMSS by check, credit card or wire transfer of immediately available funds to an account or accounts designated by RMSS. Payment in full shall not preclude later dispute of charges or adjustment of improper payments.

9.2 Past Due Amounts. Any amount not received or disputed by Licensee by the date payment is due shall be subject to interest on the overdue balance at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date of payment (or the prior date on which the Wall Street Journal was published if not published on the date of payment), plus one percent from the due date, until paid, applied to the outstanding balance from time to time. Any amount paid but later deemed not to have been due, will be repaid or credited with interest on the same terms.

9.3 Currency. All fees and charges listed and referred to in this Agreement are stated in and shall be paid in U.S. Dollars.

10. ASSISTANCE.

10.1 Basis for Assistance. Assistance, except to the extent included in Maintenance, is not included in this Agreement. If Licensee desires to purchase Assistance from RMSS or a RMSS Subsidiaries, such Assistance shall be provided pursuant to separate agreement.

11. DISPUTE RESOLUTION.

11.1 Dispute Resolution Procedures. If, prior to the termination of this Agreement or the license granted herein, and prior to notice of termination given by either party to the other, a dispute arises between RMSS and Licensee with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (other than disputes regarding a party’s compliance with the provisions

---

of Sections 4 and/or 7), such dispute shall be settled as set forth in this Section 10. If either party exercises its right to initiate the dispute resolution procedures under this Section 11, then during such procedure any time periods providing for termination of the Agreement or curing any material breach pursuant to the terms of this Agreement shall be suspended automatically, except with respect to any termination or breach arising out of Licensee’s failure to make any undisputed timely and complete payments to RMSS under this Agreement. At such time as the dispute is resolved, if such dispute involved the payment of monies, interest at a rate equal to the prime rate as published in the table money rates in the Wall Street Journal on the date the dispute is resolved (or the prior date on which the Wall Street Journal was published if not published on the date the dispute was resolved) plus one percent for the period of dispute shall be paid to the party entitled to receive the disputed monies to compensate for the lapsed time between the date such disputed amount originally was to have been paid (or was paid) through the date monies are paid (or repaid) in settlement of the dispute. Disputes arising under Sections 4 or 7 may be resolved by judicial recourse or in any other manner agreed by the parties.

11.2 Escalation Procedures.

(a) Each of the parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the parties at the level where the issue is discovered and has immediate impact (excluding issues of title to work product, which shall be initially addressed at the general counsel level but otherwise pursuant to Section 11.2(b) following). To this end, each party shall escalate any and all unresolved disputes or claims in accordance with this Section 11.2 at any time to persons responsible for the administration of the relationship reflected in this TEAM Software License Agreement. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. If such parties do not resolve the underlying dispute within ten (10) Days of its escalation to them, then either party may notify the other in writing that he/she desires to elevate the dispute or claim to the President of RMSS and the President of Licensee or their designated representative(s) for resolution.

(b) Upon receipt by a party of a written notice escalating the dispute to the company president level, the President of RMSS and the President of Licensee or their designated representative(s) shall promptly communicate with his/her counter party, negotiate in good faith and use reasonable efforts to resolve such dispute or claim. The location, format, frequency, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. Upon agreement, such representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. If the parties have not resolved the dispute

within ten (10) Days after receipt of the notice elevating the dispute to this level, either may once again escalate the dispute to binding arbitration.

(c) All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

11.3 Arbitration Procedures. If a claim, controversy or dispute between the parties with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement (and not otherwise excepted), has not been timely resolved pursuant to the foregoing escalation process, upon notice either party may initiate binding arbitration of the issue in accordance with the following procedures.

(a) Either party may request arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

(b) Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the involved parties.

(c) Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

11.5 Continuation of Services. Unless RMSS initiates an action for Licensee's failure to make timely and complete payment of undisputed amounts claimed due to RMSS, RMSS will continue to provide Maintenance under the Maintenance services agreement, and unless Licensee is unable to lawfully use the RMSS Software and Modifications thereto, Licensee will continue to make payments of undisputed amounts to RMSS, in accordance with this Agreement, notwithstanding a dispute between the parties relating hereto or otherwise.

12. LIMITATION OF LIABILITY.

12.1 EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BY REASON OF AN INDEMNITY OBLIGATION HEREUNDER OR BY REASON OF A BREACH OF WARRANTY, EITHER PARTY'S LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION WHETHER BASED IN CONTRACT, TORT OR OTHERWISE WHICH ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S DIRECT OUT-OF-POCKET DAMAGES, ACTUALLY INCURRED, WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY LICENSEE TO RMSS UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

12.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Licensee Software. RMSS has no obligation or liability, either express or implied, with respect to the compatibility of RMSS Software with any other software unless provided or specified by RMSS including, but not limited to, Licensee software and/or Licensee-provided third party software.

13. INDEMNIFICATION.

13.1 Property Damage. Subject to Section 12 hereof, each party agrees to indemnify, defend and hold harmless the other and its officers, directors, employees, and affiliates (including, where applicable, the RMSS Subsidiaries and Licensee Subsidiaries), and agents from any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property of the indemnified party resulting from the actions or inactions of any employee, agent or subcontractor of the indemnifying party insofar as such damage arises out of or is ancillary to fulfilling its obligations under this Agreement and to the extent such damage is due to any negligence, breach of statutory duty, omission or default of the indemnifying party, its employees, agents or subcontractors.

13.2 Infringement of RMSS Software. RMSS agrees to defend at its own expense, any claim or action brought by any third party against Licensee and/or against its officers, directors, and employees and affiliates, for actual or alleged infringement within the United States of any patent, copyright or other intellectual property

right (including, but not limited to, misappropriation of trade secrets) based upon the RMSS Software (except to the extent such infringement claim is caused by Licensee-specified Custom Modifications to the RMSS Software which could not have been made in a non-infringing manner) or caused by the combination of RMSS Software with software or hardware not provided, specified or approved by RMSS, or based upon the Third Party Software ("Indemnified RMSS Software"). Licensee, at its sole discretion and cost, may participate in the defense and all negotiations for its settlement or compromise. RMSS further agrees to indemnify and hold Licensee, its officers, directors, employees and affiliates harmless from and against any and all liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) associated with any such claim or action incurred by Licensee. RMSS shall conduct and control the defense of any such claim or action and negotiations for its settlement or compromise, by the payment of money. RMSS shall give Licensee, and Licensee shall give RMSS, as appropriate, prompt written notice of any written threat, warning or notice of any such claim or action against RMSS or Licensee, as appropriate, or any other user or any supplier of components of the Indemnified RMSS Software, which could have an adverse impact on Licensee's use of same, provided RMSS or Licensee, as appropriate, knows of such claim or action. If in any such suit so defended, all or any part of the Indemnified RMSS Software (or any component thereof) is held to constitute an infringement or violation of any other party's intellectual property rights and is enjoined, RMSS shall at its sole option take one or more of the following actions at no additional cost to Licensee: (i) procure the right to continue the use of the same without material interruption for Licensee; (ii) replace the same with non-infringing software; (iii) modify said Indemnified RMSS Software so as to be non-infringing; or (iv) take back the infringing Indemnified RMSS Software and credit Licensee with an amount equal to its prepaid but unused license fees hereunder. The foregoing represents the sole and exclusive remedy of Licensee for infringement or alleged infringement.

13.3 Dispute Resolution. The provisions of Section 13 shall apply with respect to the submission of any claim for indemnification under this Agreement and the resolution of any disputes relating to such claim.

14. FORCE MAJEURE, TIME OF PERFORMANCE AND INCREASED COSTS.

14.1 Force Majeure.

(a) Neither party shall be held liable for any delay or failure in performance of its obligations under this Agreement from any cause which with the observation of reasonable care, could not have been avoided – which may include, without limitation, acts of civil or military authority, government regulations, government agencies, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities (the "Affected Performance").

(b) Upon the occurrence of a condition described in Section 14.1(a), the party whose performance is affected shall give written notice to the other party describing the Affected Performance, and the parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition, including, without limitation, implementing disaster recovery procedures. The parties agree that the party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the force majeure events and recommence the Affected Performance. If the delay caused by the force majeure event lasts for more than fifteen (15) Days, the parties shall negotiate an equitable amendment to this Agreement with respect to the Affected Performance. If the parties are unable to agree upon an equitable amendment within ten (10) Days after such fifteen (15)-Day period has expired, then either party shall be entitled to serve thirty (30) Days' notice of termination on the other party with respect to only such Affected Performance. The remaining portion of the Agreement that does not involve the Affected Performance shall continue in full force and effect. RMSS shall be entitled to be paid for that portion of the Affected Performance which it completed through the termination date.

14.2 Time of Performance and Increased Costs. RMSS's time of performance under this Agreement shall be adjusted, if and to the extent reasonably necessary, in the event and to the extent that (i) Licensee fails to timely submit material data or materials in the prescribed form or in accordance with the requirements of this Agreement, (ii) Licensee fails to perform on a timely basis, the material functions or other responsibilities of Licensee described in this Agreement, (iii) Licensee or any governmental agency authorized to regulate or supervise Licensee makes any special request, which is affirmed by Licensee and/or compulsory on RMSS, which affects RMSS's normal performance schedule, or (iv) Licensee has modified the RMSS Software in a manner affecting RMSS's burden. In addition, if any of the above events occur, and such event results in an increased cost to RMSS, RMSS shall estimate such increased costs in writing in advance and, upon Licensee's approval, Licensee shall be required to pay any and all such reasonable, increased costs to RMSS upon documented expenditure, up to 110% of the estimate.

15. NOTICES.

15.1 Notices. Except as otherwise provided under this Agreement or in the Exhibits, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when

received by the designated recipient. Written notice may be delivered in person or sent via reputable air courier service and addressed as set forth below:

If to Licensee: Fidelity National Tax Service, Inc.
17911 Von Karman Avenue, Suite 300
Irvine, CA 92614
Attn: President

with a copy to: Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

If to RMSS: Rocky Mountain Support Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: President

with a copy to: Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

15.2 Change of Address. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

16. WARRANTIES.

16.1 Performance. For as long as RMSS is providing Maintenance to Licensee for the RMSS Software, RMSS warrants and represents that the RMSS Software and the Custom Modifications, as delivered to Licensee and the Base Modifications, will perform in all material respects in accordance with the respective Documentation, in concert and otherwise.

16.2 Performance of Obligations. Each party represents and warrants to the other that it shall perform its respective obligations under this Agreement, including Exhibits and Schedules, in a professional and workmanlike manner.

16.3 Compliance With Law. RMSS warrants that (i) it has the power and corporate authority to enter into and perform this Agreement, (ii) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (iii) it has sufficient right, title and interest (or another Subsidiary of FNF has or will grant it sufficient license rights) in the RMSS Software to grant the licenses herein granted, (iv) it has received no written notice of any third party claim or threat of a claim alleging that any part of the RMSS Software infringes the rights of any third party in any of the United States, and (v) each item of RMSS Software provided by or for RMSS to Licensee shall

be delivered free of undisclosed trapdoors, Trojan horses, time bombs, time outs, spyware, viruses or other code which, with the passage of time, in the absence of action or upon a trigger, would interfere with the normal use of, or access to, any file, datum or system.

16.4 Exclusive Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY AGREES THAT ALL REPRESENTATIONS AND WARRANTIES THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY EXCLUDED AND DISCLAIMED.

17. MISCELLANEOUS.

17.1 Assignment. Except as set forth herein, neither party may sell, assign, convey, or transfer the licenses granted hereunder or any of such party's rights or interests, or delegate any of its obligations hereunder without the written consent of the other party, provided, however, that the parties hereby agree and acknowledge that, upon the consummation of the Merger, Merger Co and Certegy shall each be permitted assignees of Licensee. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning party's successors and assigns. Either party may assign this Agreement to any Subsidiary that is not a Competitor except that the assigning party shall remain responsible for all obligations under this Agreement including the payment of fees. Notwithstanding anything contained herein to the contrary, Licensee may not assign this Agreement to a Competitor.

17.2 Severability. Provided Licensee retains quiet enjoyment of the RMSS Software including Custom Modifications and Base Modifications, if any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the parties under this Agreement or any Exhibit or Schedule, in which case the unenforceable portion shall be replaced by one that reflects the parties original intent as closely as possible while remaining enforceable.

17.3 Third Party Beneficiaries. Except as set forth herein, the provisions of this Agreement are for the benefit of the parties and not for any other person. Should any third party institute proceedings, this Agreement shall not provide any such

person with any remedy, claim, liability, reimbursement, cause of action, or other right.

17.4 Governing Law; Forum Selection; Consent of Jurisdiction. This Agreement will be governed by and construed under the laws of the State of Florida, USA, without regard to principles of conflict of laws. The parties agree that the only circumstance in which disputes between them, not otherwise excepted from the resolution process described in Section 11, will not be subject to the provisions of Section 11 is where a party makes a good faith determination that a breach of the terms of this Agreement by the other party requires prompt and equitable relief. Each of the parties submits to the personal jurisdiction of any state or federal court sitting in Jacksonville, Florida with respect to such judicial proceedings. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or to other security that might be required of any party with respect thereto. Any party may make service on the other party by sending or delivering a copy of the process to the party to be served at the address set forth in Section 15 above. Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law or in equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

17.5 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

17.6 Construction. The headings and numbering of sections in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of this Agreement or the particular section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

17.7 Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto and the agreements referenced herein constitute the entire agreement between the parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, marketing brochures, correspondence and undertakings related thereto. Without limiting the foregoing, the parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior License Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior License Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

17.8 Amendments and Waivers. This Agreement may be amended only by written agreement signed by duly authorized representatives of each party. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.

17.9 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled by law or equity in case of any breach or threatened breach by the other party of any provision in this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

17.10 Taxes. All charges and fees to be paid under this Agreement are exclusive of any applicable sales, use, service or similar tax which may be assessed currently or in the future on the RMSS Software or related services provided under this Agreement. If a sales, use, services or a similar tax is assessed on the RMSS Software or related services provided to Licensee under this Agreement, Licensee will pay directly, reimburse or indemnify RMSS for such taxes as well as any applicable interest and penalties. Licensee shall pay such taxes in addition to the sums otherwise due under this Agreement. RMSS shall, to the extent it is aware of taxes, itemize them on a proper VAT, GST or other invoice submitted pursuant to this Agreement. All property, employment and income taxes based on the assets, employees and net income, respectively, of RMSS shall be RMSS's sole responsibility. The parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances and shall provide and make available to each other any withholding certificates, information regarding the location of use of the RMSS Software or provision of the services or sale and any other exemption certificates or information reasonably requested by either party.

17.11 Press Releases. The parties shall consult with each other in preparing any press release, public announcement, news media response or other form of release of information concerning this Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party shall issue or cause the publication of any such Press Release without the prior written consent of the other party; except that nothing herein will prohibit either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its affiliates, in which case the party wishing to make such disclosure will, if practicable under

the circumstances, notify the other party of the proposed time of issuance of such Press Release and consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

[*signature page to follow*]

17.12 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

FIDELITY NATIONAL TAX SERVICE, INC.

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

ROCKY MOUNTAIN SUPPORT SERVICES, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

Exhibit 99.23

AMENDED AND RESTATED

CROSS CONVEYANCE AND JOINT OWNERSHIP AGREEMENT

This **Amended and Restated Joint Ownership Agreement** (this "Agreement"), dated February 1, 2006 is entered into between **LSI Title Company**, a California corporation ("LSI") and **Rocky Mountain Support Services, Inc.**, an Arizona corporation ("RMSS"). Each of LSI and RMSS shall hereinafter be referred to as a "Party" and, collectively, as the "Parties."

WHEREAS, LSI has been developing software known between the Parties as eLenderSolutions as more particularly described on Exhibit A ("eLenderSolutions"); and

WHEREAS, RMSS and LSI have each paid for a portion of the development of eLenderSolutions; and

WHEREAS, the Parties believe that it is in their respective interests to share in ownership of eLenderSolutions; and

WHEREAS, the Parties previously entered into a Cross Conveyance and Joint Ownership Agreement dated as of March 4, 2005 (the "Prior Agreement") with respect to the shared ownership of eLenderSolutions; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy), C Co Merger Sub, LLC ("Merger Co"), and Fidelity National Information Services, Inc., including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger"), with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the Parties wish to amend and restate the Prior Agreement in its entirety;

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Grant of Ownership.

1.1 Each of LSI and RMSS grants, conveys, assigns and sets over to the other, and each of LSI and RMSS accepts from the other, any and all rights that each has in eLenderSolutions, such that both LSI and RMSS have an undivided interest in and are joint owners of all right, title and interest, including copyrights, in and to eLenderSolutions and any related documentation held by either of them heretofore.

1.2 Notwithstanding the undivided half interests of LSI and RMSS in eLender Solutions, the Parties shall have no duty of accounting to one another with regard to revenue derived from any license, transfer or other transaction involving

eLender Solutions. Subject to Section 4 herein, either Party may license or otherwise exploit eLender Solutions in any manner it sees fit and need not obtain consent from the other Party to do so, and the Parties shall cooperate with one another in filing for or registering with any relevant governmental authority any proprietary rights, including without limitation copyrights, in eLender Solutions, and shall execute reasonably promptly any documents or consents necessary for such filings or registrations, provided that any such filings or registrations indicate joint ownership by the Parties of eLender Solutions.

2. Development.

2.1 The Parties have entered into a separate joint development agreement for eLenderSolutions (as amended and restated from time to time, the "Joint Development Agreement").

3. Delivery.

3.1 Each Party must deliver a copy of the version of eLenderSolutions in their possession as of the date of this Agreement, including all source code, object code and related documentation, to the other Party within ten (10) days following a written request by the other Party for such delivery.

4. Confidentiality.

4.1 eLenderSolutions and any related documentation are the confidential and proprietary property of both RMSS and LSI and, subject to any contrary position in the Joint Development Agreement as effective (if at all), neither Party shall disclose such confidential and proprietary information to any third party, other than to (a) third party consultants and developers under written obligations of nondisclosure comparable to those herein, (b) competent regulators, auditors or attorneys of the receiving Party after having been given notice of its confidential nature, or (c) pursuant to enforceable judicial process or other legal compulsion.

5. Further Assurances.

5.1 Upon request of either Party, the other shall take such actions and execute and deliver such documents as may be reasonably requested to record, perfect, register, or otherwise memorialize the allocation of title in intellectual property contemplated herein, at the expense of the requesting Party.

6. Notices.

6.1 Except as otherwise provided under this Agreement, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient. Written notice may be delivered in person or sent via reputable courier service and addressed as set forth below:

If to RMSS: Rocky Mountain Support Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: President

With a copy to: Rocky Mountain Support Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

If to LSI: LSI Title Company
17911 Von Karman Ave.
Irvine, CA 92614
Attn: President

with a copy to: Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

6.2 The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

7. Miscellaneous.

7.1 This Agreement shall be governed by, and construed in accordance with, the laws of California. The Parties hereby submit to the personal jurisdiction of the state and federal courts in the State of California for the purpose of adjudication of all matters arising hereunder or relating hereto which may be the subject of litigation between the Parties.

7.2 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes and integrates all prior and contemporaneous agreements, representations and understandings of the Parties, oral and written, pertaining to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless in a writing executed by both Parties. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the exhibits and schedules hereto, is intended to amend and restate the Prior Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

7.3 Headings used herein are for the convenience of the Parties and shall not be deemed part of the Agreement or used in its construction.

7.4 This Agreement may not be assigned by either of the Parties without the prior written consent of the other Party, provided, however, that the Parties hereby agree and acknowledge that, upon the consummation of the Merger, Merger Co and Certegy shall each be permitted assignees of LSI. This Agreement is binding on the successors and assigns of each Party.

7.5 Nothing herein is intended to create, and shall not be asserted or construed to create, a joint venture, partnership or agency of any nature between the Parties. Except as specifically set forth herein, each Party assumes sole and full responsibility for its acts and the acts of its directors, officers, employees, agents and affiliates. Neither Party has any authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other Party in any manner whatsoever except as specifically set forth herein.

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

LSI TITLE COMPANY

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

ROCKY MOUNTAIN SUPPORT SERVICES, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

Exhibit 99.24

AMENDED AND RESTATED
eLENDER SOLUTIONS SOFTWARE DEVELOPMENT AND
PROPERTY ALLOCATION AGREEMENT

This **AMENDED AND RESTATED SOFTWARE DEVELOPMENT AND PROPERTY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into as of February 1, 2006 (the "Effective Date"), by and between **ROCKY MOUNTAIN SUPPORT SERVICES, INC.**, an Arizona corporation ("RMSS") and **LSI TITLE COMPANY**, a California corporation ("LSI"). This Agreement amends and restates the Amended and Restated eLender Solutions Software Development and Property Allocation Agreement between RMSS and LSI dated November 22, 2005, which amended and restated the initial SOFTWARE DEVELOPMENT AND PROPERTY ALLOCATION AGREEMENT between RMSS and LSI dated March 4, 2005 (the "Original Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to a Cross Conveyance and Joint Ownership Agreement between the parties dated as of the Effective Date, RMSS and LSI are equal owners of an undivided interest in an incomplete software package termed by the parties 'eLender Solutions' (the "Software");

WHEREAS, the parties agree that, subject to the terms herein, LSI shall pursue completion of Release 1.0 of the Software and deliver to RMSS that version of the Software which will perform in accordance with the specifications described in Schedule A to this Agreement (the "Specifications"), and the related documentation describing the Software and those Specifications ("Release 1.0 of the Software");

WHEREAS, LSI is willing to undertake such development on the terms herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, the parties agree as follows:

1. DEVELOPMENT & DELIVERY UNDERTAKING OF RELEASE 1.0 OF THE SOFTWARE

1.1 LSI shall continue to expend at least that level of effort and resources used prior to the Effective Date, which shall at least represent a commercially reasonable level of effort and resources that are necessary to enable LSI to perform and complete its obligations under this Agreement, in development hereunder of the Software, including Release 1.0 of the Software satisfying the Specifications in all material respects together with basic documentation ("Documentation"). LSI reserves the right to propose changes to the Specifications of Release 1.0 of the Software to conform it to LSI's ongoing business requirements. Such proposed Specification changes must be presented in writing and RMSS shall have an opportunity to provide technical or

functional feedback on those proposed changes for good-faith consideration by LSI. Upon RMSS' written approval, which approval shall not be unreasonably withheld or delayed, the new specifications shall become Specifications for purposes of this Agreement.

1.2 Designated representatives of LSI and RMSS shall meet monthly or as otherwise agreed during the term hereof to discuss the status of the Software development. LSI shall provide to RMSS, in a format mutually agreed upon by the parties and within one (1) day of the monthly meeting, a written status report describing Release 1.0 of the Software and Documentation development progress.

1.3 LSI was obligated under the Original Agreement to deliver Release 1.0 of the Software to RMSS on or before August 31, 2005 and made that delivery as required. In order to enable RMSS to confirm that Release 1.0 of the Software performs in accordance with its Specifications and that the Documentation is reasonably complete as to the major functions of Release 1.0 of the Software and is substantially accurate, LSI agrees to make available to RMSS at LSI's expense for a mutually agreeable time period, testing LSI's staging environment in order to allow RMSS to analyze and evaluate all components of Release 1.0 and to confirm whether Release 1.0 meets the Specifications with no severity one or two errors. LSI also agrees to provide RMSS at no additional cost, a mutually agreeable number of LSI personnel to provide technical assistance and support in operating the LSI staging environment and in testing and evaluating whether Release 1.0 meets the Specifications with no severity one or two errors. RMSS shall have thirty (30) days from the date the test environment is ready in which to confirm that Release 1.0 of the Software performs in accordance with its Specifications with no severity one or two errors and that the Documentation is reasonably complete as to the major functions of the Software and is substantially accurate. If RMSS reasonably believes that the Release 1.0 of the Software does not perform in accordance with the Specifications with no severity one or two errors and/or that the Documentation is not reasonably complete as to the major functions of Release 1.0 of the Software or is substantially inaccurate, RMSS shall so inform LSI in a detailed writing of the areas of nonconformance. LSI shall use commercially reasonable efforts utilizing its applicable existing personnel who are performing services under this Agreement to revise Release 1.0 of the Software to make it conform to the Specifications with no severity one or two errors and/or revise the Documentation to be reasonably complete as to the major functions of Release 1.0 of the Software and is substantially accurate. LSI will use commercially reasonable efforts to promptly complete such revisions. RMSS shall cooperate with LSI revision efforts as reasonably requested by LSI. Upon delivery of a revised version of Release 1.0 of the Software and/or Documentation, RMSS shall have a thirty (30) day period in which to re-evaluate and test the revised Release 1.0 of the Software to determine if LSI corrected those nonconformities described in writing by RMSS. If RMSS informs LSI that one or more nonconformities were not corrected, then LSI and RMSS shall repeat the process outlined in the immediately preceding four sentences. Both parties will cooperate in good faith to apply any agreed testing criteria for Release 1.0 of the Software. Upon RMSS' confirmation that Release 1.0 of the Software has successfully performed in accordance with the Specifications with no severity one or two errors, which confirmation will not be unreasonably withheld or

delayed, the Software will be deemed "Accepted." Notwithstanding RMSS' acceptance testing rights, LSI may use Release 1.0 of the Software in production to support LSI's own business at any time.

1.4 Schedule A-1 sets forth the functionality and estimated date by which LSI will deliver Release 2.0 of the Software to RMSS. For the avoidance of doubt, the functionality contained in Release 2.0 will be in addition to the functionality that exists in Release 1.0. LSI shall not delete any

functionality from Release 1.0 in Release 2.0. Further, regardless of the final functionality contained within Release 2.0, LSI, for the avoidance of doubt, shall provide to RMSS the same version of eLender Solutions software that LSI is using in production internally, excluding other appraisal and valuation functionality and customer specific modifications, unless as otherwise mutually agreed upon by LSI and RMSS. In order to enable RMSS to confirm that Release 2.0 of the Software performs in accordance with its Specifications and that the Documentation is reasonably complete as to the major functions of Release 2.0 of the Software and is substantially accurate, LSI agrees to (a) make available to RMSS at LSI's expense for a mutually agreeable time period, in LSI's staging environment in order to allow, (b) build a fully functioning test environment in accordance with RMSS's specifications and at RMSS's sole cost to allow, or (c) provide the specifications to RMSS to enable RMSS to build a fully functioning test environment to allow, in each case, RMSS to analyze and evaluate all components of Release 2.0 and to confirm whether Release 2.0 meets the Specifications with no severity one or two errors. LSI also agrees to provide RMSS at no additional cost, a mutually agreeable number of LSI personnel to provide technical assistance and support in operating the LSI staging or test environment and in testing and evaluating whether Release 2.0 meets the Specifications with no severity one or two errors. RMSS shall have thirty (30) days from the date the test environment is ready in which to confirm that Release 2.0 of the Software performs in accordance with its Specifications with no severity one or two errors and that the Documentation is reasonably complete as to the major functions of the Software and is substantially accurate. If RMSS reasonably believes that the Release 2.0 of the Software does not perform in accordance with the Specifications with no severity one or two errors and/or that the Documentation is not reasonably complete as to the major functions of Release 2.0 of the Software or is substantially inaccurate, RMSS shall so inform LSI in a detailed writing of the areas of nonconformance. LSI shall use commercially reasonable efforts utilizing its applicable existing personnel who are performing services under this Agreement to revise Release 2.0 of the Software to make it conform to the Specifications with no severity one or two errors and/or revise the Documentation to be reasonably complete as to the major functions of Release 2.0 of the Software and is substantially accurate. LSI will use commercially reasonable efforts to promptly complete such revisions. RMSS shall cooperate with LSI revision efforts as reasonably requested by LSI. Upon delivery of a revised version of Release 2.0 of the Software and/or Documentation, RMSS shall have a thirty (30) day period in which to re-evaluate and test the revised Release 2.0 of the Software to determine if LSI corrected those nonconformities described in writing by RMSS. If RMSS informs LSI that one or more nonconformities were not corrected, then LSI and RMSS shall repeat the process outlined in the immediately preceding four sentences. Both parties will cooperate in good faith to apply any agreed testing criteria for Release 2.0 of the Software. Upon RMSS'

---

confirmation that Release 2.0 of the Software has successfully performed in accordance with the Specifications with no severity one or two errors, which confirmation will not be unreasonably withheld or delayed, the Software will be deemed "Accepted." Notwithstanding RMSS' acceptance testing rights, LSI may use Release 2.0 of the Software in production to support LSI's own business at any time.

1.5 LSI shall deliver to RMSS a copy of the current relevant work product, including by way of example but not limitation, source and executable code (in formats reasonably requested by RMSS); flow charts and program diagrams; programmer notes; source code drops and edits; test suites, criteria, data and results; and a copy of all Specifications and Documentation, including drafts thereof (collectively the "Work Product") theretofore developed by LSI within seven business days following completion of each release, which is presently scheduled in each even calendar month. This delivery obligation applies to all Releases and also to all interim developments or improvements regardless whether they are still in development. If LSI does not make such delivery at least once per calendar quarter, then RMSS may request such a delivery upon written request to LSI. Regardless of the specific calendar month involved or RMSS' request, the same duty of delivery shall be due as of, and within seven business days following, the close of business on (new date) and on the close of business on the last day of the Term hereunder. The parties agree that the failure of LSI to comply with this Section 1.5 will result in irreparable harm to RMSS, which harm is not capable of full compensation by the payment of monetary damages, and therefore, RMSS shall be entitled to seek the granting of injunctive relief, including, but not limited to a preliminary injunction, for the limited purpose of mandating compliance with this Section 1.5 without the requirement of RMSS' posting of bond to address any such failure by LSI.

2. DEVELOPMENT OF SOFTWARE BEYOND RELEASE 2.0 OF THE SOFTWARE

2.1 During the Term but after Acceptance of Release 2.0, LSI agrees to continue to further develop and enhance the Software in a manner and timeframe consistent with LSI's business objectives. Promptly following RMSS' or LSI's request and from time to time thereafter, the parties shall promptly commence meeting, on a schedule to be agreed at that time, to discuss the features, functions, and timing of any such new development. LSI shall have the same obligations as stated in Section 1.1 above to share Specifications with RMSS as to such new developments and RMSS shall have the right to provide technical or functional feedback or input with respect to such new development direction for good-faith consideration by LSI, but ultimately LSI shall have the final decision on the scope and timing of future development of the Software undertaken by LSI. After LSI establishes the future development direction of the Software, it shall provide RMSS with the applicable development specifications, at which time, and unless otherwise agreed to by the parties, the terms and conditions of Section 1 with respect to the Release 1.0 of the Software will apply to this new development for the remainder of the Term, as extended by mutual agreement of the parties. LSI shall be continually obligated to deliver all Work Product pursuant to Section 1.5 above as to all such new development during the remainder of the Term.

2.2 In the event that the parties do not agree to continue their joint development arrangement beyond the Term, LSI, for a two year period thereafter and when requested by RMSS, agrees to offer and provide access to RMSS to all such Work Product including any subsequent releases of the Software or LSI internally developed Software on commercially reasonable license terms and for fair compensation (lower than that otherwise commercially or publicly offered) which takes into account (i) RMSS' role in payment to LSI for development of the Software during the Term, (ii) RMSS' joint/co-ownership of the Software developed during the Term, and (iii) the function and substance of the improvements over the Software developed during the Term, but in an amount not less than the product of $500,000 multiplied by the number of whole or partial months between the date in which the parties did not agree to continue their joint development arrangement and the month in which RMSS pays LSI the mutually agreeable license fee.

3. TERM

3.1 Unless earlier terminated as contemplated herein or extended by the mutual agreement of the parties, this Agreement shall continue through December 31, 2006 (the "Term"); provided that RMSS may extend the Agreement by successive increments of one calendar year starting January 1, 2007 through December 31, 2007 upon days written notice to LSI delivered at least ninety days prior to any impending termination date. Neither termination nor expiration shall terminate any obligations accrued hereunder prior to such time.

4. COMPENSATION

4.1 RMSS agrees to pay LS1 five hundred thousand ($500,000) per calendar month for LSI's development services through (date). RMSS shall pay LSI within thirty (30) days of receipt of invoice.

4.2 Following Acceptance and for the duration of the Term, LSI shall offer maintenance for the Software, as described in Schedule B hereto, for no incremental fee. Any related professional services for custom development, conversion, integration, hosting or training assistance shall be performed pursuant to further agreement between the parties. The parties may also further agree for provision of maintenance services after the Term as relates to any new Software delivered pursuant to Section 2.2 above for fair compensation (lower than that otherwise commercially or publicly offered) which takes into account (i) RMSS' role in payment to LSI for development of the Software during the Term, (ii) RMSS' joint/co-ownership of the Software developed during the Term, and (iii) the function and substance of the improvements over the Software developed during the Term, but in an amount not less than the product of $500,000 multiplied by the number of whole or partial months between the date in which the parties did not agree to continue their joint development arrangement and the month in which RMSS pays LSI the mutually agreeable license fee. The parties intend that RMSS will utilize Release 1.0 of the Software from within the LSI environment. If RMSS elects to maintain and use Release 1.0 of the Software in an RMSS environment, RMSS shall bear the costs of any

third party hardware and software necessary to establish and run the Software in RMSS' environment.

5. PRODUCTION BACK OFFICE

5.1 In the event that RMSS elects to utilize the rules engine component of Release 1.0 of the Software in production, then RMSS agrees that it will only utilize LSI services, and not the data and services of any other third party, with respect to the use of such rules engine. Similarly, if in connection with providing such services to RMSS, LSI needs to obtain any "Starters" and "L&Vs" from Fidelity National Financial, Inc. under that certain FNF Starters Repository Access Agreement dated as of the Effective Date between Fidelity National Financial, Inc. and Fidelity National Information Services, Inc. (the "Starters Agreement"), then either RMSS agrees to reimburse LSI for the fees paid to Fidelity National Financial, Inc. for access to the Starters and L&V under the Starters Agreement, or to cause Fidelity National Financial, Inc. not to charge FNIS for the fees to access the Starters and L&Vs under the Starters Agreement.

5.2 If RMSS desires to purchase production back office processing services with respect to its use of the Software during the Term, it shall so inform LSI and provide LSI with the opportunity to make a detailed commercial proposal to provide such services.

6. TITLE IN DEVELOPMENTS

6.1 Each Party shall own an undivided interest in the Software (including Release 1.0 of the Software and any subsequent development of the Software during the Term), and related Documentation as joint or co-owners but without any duty of accounting to the other party for any commercial or third-party revenue, profits or savings derived from the Software as it is further developed and enhanced hereunder and as it exists upon termination of this Agreement, maintaining the allocation of title established by the above-referenced Cross Conveyance and Joint Ownership Agreement. During the Term, LSI hereby makes a continuing assignment of an undivided joint or co-ownership interest in its Software (including Release 1.0 of the Software and subsequent development of the Software during the Term), Documentation and all Work Product hereunder including without limitation related know-how, concepts, inventions, copyrights, source and object code. The foregoing continuing assignment shall cease upon termination hereof but the allocation of property subject to the assignment to such date shall be unaffected thereby.

6.2 Subject to Section 7 below, and taking into account the Work Product delivery obligations of Sections 1.5 and 2.2 above, each party may use the work product arising hereunder and co-owned by it in any manner it may choose, including without limitation development of derivative works. Neither party shall have to account to the other for any revenue, savings or profits it may make from exploitation of such work product within the terms of permitted use hereunder.

6.3 From time to time, upon request of either party, at the expense of the requesting party, the other party shall take such actions and execute and deliver such documents, as the requesting party may reasonably specify for purposes of recording, perfecting or otherwise memorializing the foregoing allocation of property interest. Subject to Section 11 below, the parties agree to cooperate in good faith to make any copyright, trademark or patent applications in the name of LSI relating to the Software and Documentation as may be requested by either party. The requesting party shall pay for such applications but the cooperating party shall do so at its own expense. The parties may agree to apportion such application, maintenance, renewal costs as may be prudent pursuant to a joint plan for enforcement of such rights, subject to Section 11 below. Such copyright or patent applications shall be assigned to both parties to reflect their joint-ownership status. Such trademark applications shall be made in the name of LSI with a corresponding agreement between the parties for a fully paid, non-revocable license right to use and/or sublicense to RMSS any such trademarks in a manner so as to maintain the required quality control to keep such trademarks viable. This provision shall survive the term of this Agreement.

7. LSI COVENANTS, REPRESENTATIONS AND WARRANTIES

7.1 LSI covenants, represents and warrants as follows:

7.1.1 the service to be provided to RMSS hereunder shall be performed in a professional and workmanlike manner;

7.1.2 the Software and Work Product development shall reflect solely the original work product of LSI unless the inclusion of third-party source code materials is embedded in the Software and is otherwise disclosed in writing in advance to RMSS;

7.1.3 if the services of a consultant or contractor are used by LSI in connection with development of the Software or Work Product, LSI shall secure all necessary agreements to assure that (i) the title to its work product vests in LSI and, pursuant hereto, in RMSS, and that (ii) consultant or contractor is bound to the duties of confidentiality reasonably similar to those described in this Agreement;

7.1.4 the Software and Work Product developed hereunder shall not infringe or misappropriate any intellectual property rights, including without limitation, copyrights, trademarks, trade secrets or patents, or contractual rights of any third party;

7.1.5 (a) it has the power and corporate authority to enter into and perform this Agreement, (b) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (c) it has received no written notice of any third party claim or threat of a claim alleging that any part of the Software infringes the rights of any third party in any of the United States, and (d) each item of Software developed hereunder shall be delivered free of undisclosed trapdoors, Trojan horses, time bombs, time outs, spyware, viruses or other code which,

---

with the passage of time, in the absence of action or upon a trigger, would interfere with the normal use of, or access to, any file, datum or system.

7.2 THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH ARE THE ONLY WARRANTIES HEREUNDER; THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SURVIVE THE TERM OF THIS AGREEMENT.

8. CONFIDENTIALITY

8.1 Proprietary Information (i) shall be deemed the confidential property of the disclosing party (or the party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements, and (iii) shall be protected by the receiving party in accordance with the terms of this Section 8. This Section 8 shall survive the term.

8.2 Except as set forth in this Section, neither party shall disclose the Proprietary Information of the other party in whole or in part, including derivations, to any third party except as contemplated herein. In no event shall source code for the Software or derivative works be shared with any third party except under a perpetual duty of nondisclosure. If the parties agree to a specific nondisclosure period for a specific document, the disclosing party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for (a) object code versions of the Software and related Documentation shall extend until the Software has been Accepted or until termination of this Agreement and (b) with respect to any other Proprietary Information shall extend for a period of (5) five years from disclosure. Proprietary Information shall be held in confidence by the receiving party and its employees, and shall be disclosed to only those of the receiving party’s employees and professional advisors who have a need for it in connection with the administration and implementation of this Agreement. Each party shall use the same degree of care and afford the same protections to the Proprietary Information of the other party as it uses and affords to its own Proprietary Information.

8.3 Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving party shall have no obligation of nondisclosure with respect to any such information which:

8.3.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving party;

8.3.2 was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information;

8.3.3 is approved for release by written authorization of the disclosing party;

8.3.4 was known to the receiving party prior to receipt of the information; or

8.3.5 is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

8.4 The parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the parties, and agree to limit distribution of this Agreement to those employees of the parties with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event the respective parties agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

8.4.1 In addition, each party shall give notice to the other party of any demands to disclose or provide Proprietary Information of the other party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

9. GOVERNING LAW; DISPUTE RESOLUTION

9.1 This Agreement shall be governed by, and construed in accordance with, the laws of Florida. The parties hereby submit to the personal jurisdiction of the state and federal courts in the State of Florida for the purpose of adjudication of all matters arising hereunder or relating hereto which may be the subject of litigation between the parties.

9.2 If, prior to the termination of this Agreement, a dispute arises between RMSS and LSI with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement, such dispute shall be settled as set forth in Sections 9.3-9.7 of this Section 8.

9.3 The parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the parties at the level where the issue is discovered and has immediate impact. Escalation shall be by written notice to the other party and to the movant's president. Such president (or his or her designee) shall attempt to resolve such a dispute within twenty (20) days of the initial communication between them on the topic of the dispute (which may be by notice). The location, format, frequency, duration and termination of these discussions shall be left to the discretion of the representatives involved. If such parties do not resolve the underlying dispute within such twenty (20) day period, then either party may notify the other in writing that the dispute is to be elevated to binding arbitration.

9.4 All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery and production, which shall not be

admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

9.5 Either party may request arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

9.6 Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the parties.

9.7 Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

10. INDEMNIFICATION

10.1 Each party (in this context, the "Indemnitor") shall defend, indemnify, and hold harmless the other, its officers, directors, agents, and employees (collectively, "Indemnitees") against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred by reason of claims of third parties against any of the Indemnitees based on any Indemnitor use of, or related Indemnitor representations or assurances with respect to, the Software to such third party (or any derivative work developed by or for the Indemnitor).

10.2 LSI shall defend, indemnify, and hold harmless RMSS against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred by reason of claims of third parties arising from the breach of Section 7.1.2, 7.1.3, or 7.1.4 hereof.

11. INFRINGEMENTS BY THIRD PARTIES AND DEFENSE OF CLAIMS OF INVALIDITY

11.1 Subject to the rights of each party to contract with third-parties without any duty to account pursuant to Section 6 above, the parties shall cooperate reasonably in the prosecution of infringers of the Software or any related proprietary rights. If the parties cannot agree to pursue an purported infringer, a party wishing to pursue such infringer on its own may do so at its own expense (and to its own benefit), and the other party shall, to the extent necessary, assign its right to pursue such a claim to the former party. If only one party pursues such an infringer, the other party agrees to cooperate in good faith in the prosecution of such claims or action at its expense as may

be reasonably requested by the party pursuing such claim. Likewise, both parties agree to cooperate at their own expense to the extent any third-party makes any claim for invalidity, re-examination, opposition, cancellation or other action to strike or invalidate the Software or any related proprietary rights.

11.2 Notwithstanding the foregoing, if a party unilaterally pursuing a purported infringer is the subject of a judgment invalidating or derogating in any material way from the value of the Software to the party having elected not to pursue such enforcement, the latter party may initiate binding arbitration, pursuant to Section 8 hereof, to determine the diminution in value to it of the Software in light of the aforementioned judgment, and to recover from the party having elected to pursue a claim, an equal amount.

12. TERMINATION AND LIMITATION OF LIABILITY

12.1 The parties may terminate this Agreement upon mutual agreement by written consent.

12.2 If either party fails to perform any of its material obligations under this Agreement and does not cure such failure within thirty (30) days of receipt (or, if a cure could not reasonably be completed in thirty days, but the other party is diligently pursuing a cure, then within sixty (60) days) of notice of default, then the other party may terminate this Agreement effective on the last day of the cure period.

12.3 EACH PARTY SHALL BE LIABLE TO THE OTHER FOR ALL DIRECT DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS, ACTIONS, LOSSES, COSTS, DAMAGES AND EXPENSES RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. SUBJECT TO SECTION 12.4 BUT NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OT THE OTHER FOR DAMAGES, WHETHER ARISING IN CONTRACT, TORT, EQUITY, NEGLIGENCE OR OTHERWISE EXCEED THE AMOUNT OF FEES PAID BY RMSS TO LSI PURSUANT TO THIS AGREEMENT OVER THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

13. NOTICES

13.1 Except as otherwise provided under this agreement, all notices, demands or requests or other communications required or permitted to be given or delivered under this agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient. Written notice may be delivered in person or sent via reputable courier service and addressed as set forth below:

If to RMSS:	Rocky Mountain Support Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn:President
with a copy to:	Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn:General Counsel
If to LSI:	LSI Title Company 17911 Von Karman Ave. Irvine, CA 92614 Attn:President
with a copy to:	Fidelity National Information Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn:General Counsel

13.2 The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

14. MISCELLANEOUS

14.1 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this agreement.

14.2 Severable Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this agreement.

14.3 Integrated Agreement. This Agreement (and the initial (date) Agreement) constitute(s) the entire agreement(s) between the parties pertaining to the subject matter hereof and supersedes and integrates all prior and contemporaneous agreements, representations and understandings of the parties, oral and written, pertaining to the subject matter hereof. No supplement, modification or amendment of this agreement shall be binding unless in a writing executed by both parties.

14.4 Headings. Headings used herein are for the convenience of the parties and shall not be deemed part of the agreement or used in its construction.

14.5 Assignment. This agreement may not be assigned by either of the parties without the prior written consent of the other party, provided, however, that the

parties hereby agree and acknowledge that, in the event of the consummation of the merger transaction contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 among Certegy Inc., C Co Merger Sub, LLC, and Fidelity National Information Services, Inc. then to the extent applicable for purposes of this Agreement, C Co Merger Sub, LLC shall be a permitted successor or assignee of LSI; any purported assignment in breach of the foregoing shall be without legal effect to assign this agreement. This agreement is binding on the successors and permitted assigns of each party.

14.6 Relationship of Parties. Nothing herein is intended to create, and shall not be asserted or construed to create, a joint venture, partnership or agency of any nature between the parties. Except as specifically set forth herein, each party assumes sole and full responsibility for its acts and the acts of its directors, officers, employees, agents and affiliates. Neither party has any authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other party in any manner whatsoever except as specifically set forth herein.

14.7 Amendment. This Agreement may not be amended without the prior written consent of RMSS and LSI.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

LSI TITLE COMPANY

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

ROCKY MOUNTAIN SUPPORT SERVICES, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

AMENDED AND RESTATED
TITLEPOINT SOFTWARE DEVELOPMENT
AND PROPERTY ALLOCATION AGREEMENT

This AMENDED AND RESTATED SOFTWARE DEVELOPMENT AND PROPERTY ALLOCATION AGREEMENT (the "Agreement") is made and entered into as of February 1, 2006 (the "Effective Date"), by and between **ROCKY MOUNTAIN SUPPORT SERVICES, INC.**, an Arizona corporation ("RMSS") and **PROPERTY INSIGHT, LLC**, a California corporation ("PI").

W I T N E S S E T H:

WHEREAS, RMSS owns all intellectual property rights in and to TitlePoint, which was formerly known as PI2, and which is separate from TitlePoint Express, which is outside the scope of this Agreement (the "Software");

WHEREAS, the parties agree that, subject to the terms herein, PI shall pursue completion of Releases 1.0, 2.0, and 3.0 of the Software and deliver to RMSS those versions of the Software which will perform in accordance with the specifications described in Schedule A to this Agreement or any mutually agreed upon changes to the specifications as described in Section 1.1 below (the "Specifications"), and the related documentation describing the Software and those Specifications ("Releases 1.0, 2.0, and 3.0 of the Software");

WHEREAS, PI is willing to undertake such development on the terms herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, the parties agree as follows:

1. DEVELOPMENT & DELIVERY UNDERTAKING OF RELEASES 1.0 AND 2.0 OF THE SOFTWARE

1.1 RMSS has confirmed the acceptability of the Specifications to Releases 1.0 and 2.0 as described on Schedule A. The estimated delivery dates and fee caps described in this Agreement shall remain unchanged.

1.2 During the term, either party may propose changes to the Specifications but no change to the Specifications shall be adopted without written agreement of both parties.

1.3 PI shall continue to expend at least that level of effort and resources used prior to the Effective Date, which shall at least represent a reasonable level of effort and resources that are necessary to enable PI to perform and complete its obligations under this Agreement, in development hereunder of Releases 1.0 and 2.0 of the Software with the goal of producing, no

later than the target dates set forth in Schedule A, attached hereto, Releases 1.0 and 2.0 of Software satisfying the Specifications in all material respects together with basic documentation ("Documentation").

1.4 Designated representatives of PI and RMSS shall meet monthly or as otherwise agreed during the term hereof to discuss the status of Releases 1.0 and 2.0 of the Software development. PI shall provide to RMSS, in a format mutually agreed upon by the parties and within one (1) day of the monthly meeting, a written status report describing of Releases 1.0 and 2.0 of the Software and Documentation development progress.

1.5 Upon delivery of each proposed Releases 1.0 or 2.0 of the Software and Documentation to RMSS by PI, RMSS shall have a period of forty-five (45) days to test such release of the Software in accordance with the testing scripts described in Schedule B attached hereto to confirm that it performs in accordance with its Specifications. If RMSS reasonably believes that any such release of the Software does not perform in accordance with its respective Specifications, RMSS shall so inform PI in a detailed writing of the areas of nonconformance. PI shall use reasonable efforts to revise the appropriate release of the Software to make it conform to its respective Specifications, and RMSS shall cooperate with such efforts as reasonably requested by PI. Both parties will cooperate in good faith to apply the above testing criteria for the Releases 1.0 and 2.0 of the Software. Upon RMSS' confirmation that a release of the Software has successfully performed in accordance with the Specifications, which confirmation will not be unreasonably withheld or delayed, the Software will be deemed "Accepted." After the earlier to occur of (a) RMSS uses the Software in general production (which does not include production use at a limited number of sites during the forty-five (45) day testing period) and (b) RMSS' testing shows no severity one and two errors, any additional work requested by RMSS and performed by PI to conform the Software to the Specifications shall be done on a time and materials basis without regard to the fee cap.

1.6 Upon the earlier of Acceptance of Releases 1.0 and 2.0 of the Software or RMSS using Releases 1.0 and/or 2.0 of the Software in general production, RMSS grants to PI, a perpetual, irrevocable, non-terminable, transferable, and nonexclusive worldwide license to use, reproduce, exploit, sell services from, sublicense, operate, alter, modify, adapt, distribute, create derivative works from, display and access that release of the Software, and including the right to create derivative works and the right to sublicense use of the Software to third parties. Additionally, upon Acceptance of each release of the Software, PI shall update, purge and maintain such release of the Software under and in accordance with the terms and conditions of that certain Title Plant Maintenance Agreement dated as March 4, 2005 between PI, Security Union Title Insurance

Company, Chicago Title Insurance Company, and Ticor Title Insurance Company and Exhibit B thereof shall be automatically amended to include any Accepted development work performed under this Agreement.

1.7 Upon request of RMSS from time to time, but not more than once in each calendar quarter, PI shall deliver to RMSS a copy of the current relevant work product of Releases 1.0 and 2.0 of the Software, including source code (in a format reasonably requested by RMSS), and a copy of Documentation theretofore developed by PI. Regardless of RMSS request, the same duty of delivery shall be due as of, and within fifteen days following, RMSS' Acceptance of each release of the Software. The parties agree that the failure of PI to comply with this Section 1.7 will result in irreparable harm to RMSS, which harm is not capable of full compensation by the payment of monetary damages, and therefore, RMSS shall be entitled to seek the granting of injunctive relief, including, but not limited to a preliminary injunction, without the requirement of RMSS' posting of bond to address any such failure by PI.

2. DEVELOPMENT & DELIVERY UNDERTAKING OF RELEASE OF THE SOFTWARE

2.1 Within ninety days after the Effective Date, PI shall deliver to RMSS completed written detailed specifications for Release 3.0 (the "Specifications for Release 3.0"), substantially in the form of Schedule A, provided that, upon mutual agreement of the Parties, this delivery date may be extended for an additional thirty days. RMSS shall have a period of up to thirty days following the date on which the Specifications for Release 3.0 are delivered to RMSS to confirm the acceptability of the Specifications. Upon such confirmation, the Specifications for Release 3.0 as so accepted shall become the final Schedule A-1 to this Agreement. If RMSS provides the acceptability confirmation without proposing material changes to such Specifications, then the estimated delivery dates and fee caps described in the draft Schedule A-1 attached to this Agreement shall remain unchanged. If, however, RMSS proposes material changes to the Specifications for Release 3.0, then the estimated delivery date and fee caps described in this Agreement shall not apply, and the parties shall use their commercially reasonable best efforts to develop and agree upon new mutually agreed upon Specifications for Releases 3.0 of the Software, consistent in all respects herewith, and to agree to new applicable delivery dates and fee caps as soon as reasonably practicable thereafter

2.2 If a written Specification is not agreed between the parties by a date no later than sixty (60) days from the date that PI delivers the Specifications for Release 3.0, either party shall have the right to terminate the Release 3.0 development effort upon ten (10) days notice. If RMSS elects to so terminate, it shall reimburse PI for the unamortized cost of any hardware or software that PI may have purchased with RMSS' specific prior written

approval in order to perform services hereunder prior to such termination date.

2.3 During the term, either party may propose changes to the Specifications but no change to the Specifications shall be adopted without written agreement of both parties.

2.4 PI shall expend at least that level of effort and resources used prior to the Effective Date, which shall at least represent a reasonable level of effort and resources that are necessary to enable PI to perform and complete its obligations under this Agreement, in development hereunder of Release 3.0 of the Software with the goal of producing, no later than the target dates agreed to between the parties, Release 3.0 of Software satisfying the Specifications in all material respects together with basic Documentation.

2.5 Designated representatives of PI and RMSS shall meet monthly or as otherwise agreed during the term hereof to discuss the status of Release 3.0 of the Software development. PI shall provide to RMSS, in a format mutually agreed upon by the parties and within one (1) day of the monthly meeting, a written status report describing Release 3.0 of the Software and Documentation development progress.

2.6 Upon delivery of each proposed Release 3.0 of the Software and Documentation to RMSS by PI, RMSS shall have a period of forty-five (45) days to test such release of the Software in accordance with the testing scripts described in Schedule B attached hereto to confirm that it performs in accordance with its Specifications. If RMSS reasonably believes that any such release of the Software does not perform in accordance with its respective Specifications, RMSS shall so inform PI in a detailed writing of the areas of nonconformance. PI shall use reasonable efforts to revise the appropriate release of the Software to make it conform to its respective Specifications, and RMSS shall cooperate with such efforts as reasonably requested by PI. Both parties will cooperate in good faith to apply the above testing criteria for the Release 3.0 of the Software. Upon RMSS' confirmation that a release of the Software has successfully performed in accordance with the Specifications, which confirmation will not be unreasonably withheld or delayed, the Software will be deemed "Accepted." After the earlier to occur of (a) RMSS uses the Software in general production (which does not include production use at a limited number of sites during the forty-five (45) day testing period) and (b) RMSS' testing shows no severity one and two errors, any additional work requested by RMSS and performed by PI to conform the Software to the Specifications shall be done on a time and materials basis without regard to the fee cap.

2.7 Upon the earlier of Acceptance of Release 3.0 of the Software or RMSS using Release 3.0 of the Software in general production, RMSS grants to

PI, a perpetual, irrevocable, non-terminable, transferable, and nonexclusive worldwide license to use, reproduce, exploit, sell services from, sublicense, operate, alter, modify, adapt, distribute, create derivative works from, display and access that release of the Software, and including the right to create derivative works and the right to sublicense use of the Software to third parties. Additionally, upon Acceptance of each release of the Software, PI shall update, purge and maintain such release of the Software under and in accordance with the terms and conditions of that certain Title Plant Maintenance Agreement dated as March 4, 2005 between PI, Security Union Title Insurance Company, Chicago Title Insurance Company, and Ticor Title Insurance Company and Exhibit B-1 thereof shall be automatically amended to include any Accepted development work performed under this Agreement.

2.8 Upon request of RMSS from time to time, but not more than once in each calendar quarter, PI shall deliver to RMSS a copy of the current relevant work product of Release 3.0 of the Software, including source code (in a format reasonably requested by RMSS), and a copy of Documentation theretofore developed by PI. Regardless of RMSS request, the same duty of delivery shall be due as of, and within fifteen days following, RMSS' Acceptance of each release of the Software. The parties agree that the failure of PI to comply with this Section 2.8 will result in irreparable harm to RMSS, which harm is not capable of full compensation by the payment of monetary damages, and therefore, RMSS shall be entitled to seek the granting of injunctive relief, including, but not limited to a preliminary injunction, without the requirement of RMSS' posting of bond to address any such failure by PI.

3. DEVELOPMENT OF SOFTWARE BEYOND RELEASE 3.0 OF THE SOFTWARE

3.1 On a mutually agreeable time after the Effective Date and from time to time thereafter, the parties shall promptly commence meeting, on a schedule to be agreed at that time, to discuss the features, functions, timing and cost of any new development of the Software, including the cost and timeline for the conversion of additional counties and data beyond those counties scoped for Release 3.0. Any additional development after the Acceptance of Release 3.0 of the Software will require written agreement of the parties on the features, functions, timing and cost.

3.2 In the event that at any time the parties do not agree to continue their joint development arrangement on the Software within forty-five (45) days after the Acceptance of the last Release or other development deliverable, then for the two year period following the last Acceptance and when requested by RMSS, PI agrees to offer and provide access to RMSS to subsequent

releases of PI internally developed Software on commercially reasonable financial and other terms.

4. TERM

4.1 Unless earlier terminated as contemplated herein, this Agreement shall continue until forty-five (45) days after Acceptance of Release 3.0 or any agreed Release or development there after, without the parties agreeing in writing on PI performing any further development work for RMSS under this Agreement (the "Term"). Neither termination nor expiration shall terminate any obligations accrued hereunder prior to such time.

5. COMPENSATION

5.1 RMSS agrees to pay PI the fees and pass-through expenses (such as travel and entertainment expenses) described in Schedule C, attached hereto, which amount RMSS shall pay to PI within thirty (30) days of receipt of invoice.

5.2 Schedule A identifies target completion dates for each of Release 1.0 and 2.0 of the Software. When completed and attached hereto, Schedule A-1 will identify target completion dates for Release 3.0 of the Software.

5.3 Any related professional services for integration, open order and/or data plant conversion, implementation, hosting, or special training assistance shall be performed pursuant to a further agreement between the parties. In the event that RMSS decides to run the Software in its own environment, RMSS shall bear the costs of any third party hardware and software necessary to establish and run the Software in its environment.

6. ADDITIONAL OR CHANGED SERVICES

6.1 Either party may from time to time request the other party to change the Specifications, and RMSS may from time to time request PI to perform services that are not specified herein ("Additional or Changed Services"). Upon receipt of this request, the parties agree to meet and work together to consider this request. If the parties agree, then they shall prepare and enter into an appropriate amendment. Conversely, if the parties can not agree, then each party shall have the right to undertake such Additional or Changed Services on its own without sharing such work with the other party. PI shall not be required to commence, nor shall RMSS be liable to pay for, any Additional or Changed Service unless and until PI and RMSS have entered into an applicable amendment.

7 TITLE IN SOFTWARE AND DEVELOPMENTS

7.1 Releases 1.0, 2.0, and 3.0 of the Software, and any future release developed under this Agreement, will be and will remain the exclusive

property of RMSS. Enhancements or modifications to the Software and related documentation performed hereunder shall be and remain the exclusive property of RMSS or its third party licensor. PI agrees that each item of PI work product hereunder, including without limitation software, data bases, files, compilations, logs and reports is, to the extent applicable, a "work made for hire" as defined under U.S. copyright law and that, as a result, RMSS shall own all copyrights in such work product as it arises or otherwise comes into being. To the extent that such work product does not qualify as a work made for hire under applicable law, and/or to the extent that any of the foregoing includes content subject to copyright, patent, trademark, trade secret, or other intellectual property rights, PI hereby continuously assigns to RMSS, its successors and assigns, all right, title and interest in and to any such work product as the same arises or otherwise comes into being during the Term, including all copyrights, patents, trademarks, trade secrets, and other proprietary rights therein (including renewals thereof). From time to time during or following the Term, PI shall execute and deliver to RMSS such additional instruments, and take such other actions, as RMSS may reasonably request to confirm, evidence or carry out the grants of rights contemplated by this paragraph.

7.2 RMSS and PI shall each be the sole and exclusive owner of all trade secrets, patents, copyrights, and other proprietary rights owned by each of them prior to entering into this Agreement.

8. PI COVENANTS, REPRESENTATIONS AND WARRANTIES

8.1 PI covenants, represents and warrants as follows:

8.1.1 the service to be provided to RMSS hereunder shall be performed in a professional and workmanlike manner;

8.1.2 the Software development shall reflect solely the original work product of PI unless the inclusion of third-party source code materials is embedded in the Software and is otherwise disclosed in writing in advance to RMSS;

8.1.3 If the services of a consultant or contractor are used by PI in connection with development of the Software, PI shall secure all necessary agreements to assure that (i) the title to its work product vests in PI and, pursuant hereto, in RMSS, and that (ii) consultant or contractor is bound to the duties of confidentiality reasonably similar to those described in this Agreement;

8.1.4 the Software developed hereunder shall not infringe or misappropriate any intellectual property rights, including without limitation, copyrights, trademarks, trade secrets or patents, or contractual rights of any third party;

8.1.5 (a) it has the power and corporate authority to enter into and perform this Agreement, (b) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (c) it has received no written notice of any third party claim or threat of a claim alleging that any part of the Software infringes the rights of any third party in any of the United States, and (d) each item of Software developed hereunder shall be delivered free of undisclosed trapdoors, Trojan horses, time bombs, time outs, spyware, viruses or other code which, with the passage of time, in the absence of action or upon a trigger, would interfere with the normal use of, or access to, any file, datum or system.

8.2 THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH ARE THE ONLY WARRANTIES HEREUNDER; THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SURVIVE THE TERM OF THIS AGREEMENT.

9. CONFIDENTIALITY.

9.1 Proprietary Information (i) shall be deemed the confidential property of the disclosing party (or the party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements, and (iii) shall be protected by the receiving party in accordance with the terms of this Section 9. This Section 9 shall survive the term.

9.2 Except as set forth in this Section, neither party shall disclose the Proprietary Information of the other party in whole or in part, including derivations, to any third party except as contemplated herein. In no event shall source code for the Software or derivative works be shared with any third party except under a perpetual duty of nondisclosure. If the parties agree to a specific nondisclosure period for a specific document, the disclosing party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for object code versions of the Software and related Documentation shall extend for a period of (5) five years from disclosure. Proprietary Information shall be held in confidence by the receiving party and its employees, and shall be disclosed to only those of the receiving party’s employees and professional advisors who have a need for it in connection with the administration and implementation of this Agreement. Each party shall use the same degree of care and afford the same protections to the Proprietary Information of the other party as it uses and affords to its own Proprietary Information.

9.3 Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving party shall have no obligation of nondisclosure with respect to any such information which:

9.3.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving party;

9.3.2 was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information;

9.3.3 is approved for release by written authorization of the disclosing party;

9.3.4 was known to the receiving party prior to receipt of the information; or

9.3.5 is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

9.4 The parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the parties, and agree to limit distribution of this Agreement to those employees of the parties with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event the respective parties agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

9.4.1 In addition, each party shall give notice to the other party of any demands to disclose or provide Proprietary Information of the other party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

10. GOVERNING LAW; DISPUTE RESOLUTION

10.1 This Agreement shall be governed by, and construed in accordance with, the laws of Florida. The parties hereby submit to the personal jurisdiction of the state and federal courts in the State of Florida for the purpose of adjudication of all matters arising hereunder or relating hereto which may be the subject of litigation between the parties.

10.2 If, prior to the termination of this Agreement, a dispute arises between RMSS and PI with respect to the terms and conditions of this Agreement,

or any subject matter governed by this Agreement, such dispute shall be settled as set forth in Sections 9.3-9.7 of this Section 9.

10.3 The parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the parties at the level where the issue is discovered and has immediate impact. Escalation shall be by written notice to the other party and to the movant's president. Such president (or his or her designee) shall attempt to resolve such a dispute within twenty (20) days of the initial communication between them on the topic of the dispute (which may be by notice). The location, format, frequency, duration and termination of these discussions shall be left to the discretion of the representatives involved. If such parties do not resolve the underlying dispute within such twenty (20) day period, then either party may notify the other in writing that the dispute is to be elevated to binding arbitration.

10.4 All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

10.5 Either party may request arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

10.6 Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the parties.

10.7 Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

11. INDEMNIFICATION

11.1 Each party (in this context, the "Indemnitor") shall defend, indemnify, and hold harmless the other, its officers, directors, agents, and employees

(collectively, "Indemnitees") against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred by reason of claims of third parties against any of the Indemnitees based on any Indemnitor use of, or related Indemnitor representations or assurances with respect to, the Software to such third party (or any derivative work developed by or for the Indemnitor).

11.2 PI shall defend, indemnify, and hold harmless RMSS against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred by reason of claims of third parties arising from the breach of Section 8.1.2, 8.1.3, or 8.1.4 hereof.

12. TERMINATION AND LIMITATION OF LIABILITY

12.1 The parties may terminate this Agreement upon mutual agreement by written consent.

12.2 If either party fails to perform any of its material obligations under this Agreement and does not cure such failure within thirty (30) days of receipt (or, if a cure could not reasonably be completed in thirty days, but the other party is diligently pursuing a cure, then within sixty (60) days) of notice of default, then the other party may terminate this Agreement effective on the last day of the cure period.

12.3 EACH PARTY SHALL BE LIABLE TO THE OTHER FOR ALL DIRECT DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS, ACTIONS, LOSSES, COSTS, DAMAGES AND EXPENSES RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. SUBJECT TO SECTION 12.4 BUT NOTHWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OT THE OTHER FOR DAMAGES, WHETHER ARISING IN CONTRACT, TORT, EQUITY, NEGLIGENCE OR OTHERWISE EXCEED THE AMOUNT OF FEES PAID BY RMSS TO PI PURSUANT TO THIS AGREEMENT OVER THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

13. NOTICES

13.1 Except as otherwise provided under this Agreement, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient. Written

notice may be delivered in person or sent via reputable courier service and addressed as set forth below:

If to RMSS:	Rocky Mountain Support Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: President
with a copy to:	Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: General Counsel
If to PI:	Property Insight, LLC 601 Riverside Ave. Jacksonville, FL 32204 Attn: President
with a copy to:	Fidelity National Information Services, Inc. 601 Riverside Avenue Jacksonville, FL 32204 Attn: General Counsel

13.2 The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

14. MISCELLANEOUS

14.1 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

14.2 Severable Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

14.3 Integrated Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes and integrates all prior and contemporaneous agreements, representations and understandings of the parties, oral and written, pertaining to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless in a writing executed by both parties.

14.4 Headings. Headings used herein are for the convenience of the parties and shall not be deemed part of the agreement or used in its construction.

14.5 Assignment. This Agreement may not be assigned by either of the parties without the prior written consent of the other party, provided, however, that the parties hereby agree and acknowledge that, upon the consummation of the merger transaction contemplated by the Agreement and Plan of Merger dated September 14, 2005 among Certegy Inc., C Co Merger Sub, LLC, and Fidelity National Information Services, Inc. then to the extent applicable for purposes of this Agreement, C Co Merger Sub, LLC shall be a permitted successor or assignee of PI. Any purported assignment in breach of the foregoing shall be without legal effect to assign this Agreement. This Agreement is binding on the successors and permitted assigns of each party.

14.6 Relationship of Parties. Nothing herein is intended to create, and shall not be asserted or construed to create, a joint venture, partnership or agency of any nature between the parties. Except as specifically set forth herein, each party assumes sole and full responsibility for its acts and the acts of its directors, officers, employees, agents and affiliates. Neither party has any authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other party in any manner whatsoever except as specifically set forth herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Rocky Mountain Support Services, Inc. **Property Insight, LLC**

By /s/ Raymond R. Quirk	By /s/ Michael L. Gravelle
Raymond R. Quirk	Michael L. Gravelle
Chief Executive Officer	Senior Vice President

AMENDED AND RESTATED MASTER TITLE PLANT ACCESS AGREEMENT

This Agreement is being executed for the purpose of providing **Customer** access to certain records or data owned by **Property Insight** or its providers and to certain services or software offered by or through Property Insight (collectively, the "Services"), pertaining to real property in the County or Counties as (each, a "County") set forth on the applicable County Schedule(s) or to transactions relating to such real property. The terms of each County Schedule, and all Appendixes thereto, are hereby incorporated into this Agreement by this reference. This Agreement amends and restates that certain Master Title Plant Access Agreement dated March 4, 2005 between the parties hereto.

1. **DEFINITIONS**. (Note: Not all terms are applicable to all counties. See the county schedules.)

(a) CUSTOMER. "Customer" or "Customers" means the customer specifically indicated on the signature page of this Agreement, as well as each user specifically identified on the Schedules hereto so long as such user is an affiliate of the Customer so indicated on the signature page.

(b) CUSTOMER STARTERS. "Customer Starters" are Starters provided by Customer to Property Insight.

(c) DATABASES. "Databases" consist of certain designated records of Property Insight accessible via an on-line system. The PI/GI Database includes the property index ("PI") and the General Index (the "GI" and sometimes known as the Individual/Corporation Index). Property Insight's Corporation, Limited Partnership and Notary Inquiry System ("CPN System") contains certain information provided to Property Insight by the Office of the Secretary of State. The Image System contains electronic copies of certain Maps, Official Records and Starters ("Image System"). The Tax Service Database consists of tax, bond and assessment information. Property Insight may develop, or acquire the right to offer access to, other Databases. If access to any such other Database is made available by Property Insight to Customer, any special terms of such access shall be as set forth in an amendment hereto or on an amended County Schedule, as applicable.

(d) RECON TRACKING SERVICE. "Recon Tracking Service" consists of services for the purpose of tracking deeds of trust and reconveyances ("Reconveyance Tracking System"). The Reconveyance Tracking System is designed to meet the requirements of California Civil Code Section 2941(b) (3), which sets forth a procedure in which a title insurer that has processed a pay-off of a deed of trust, can execute and record a Release of Obligation if the trustee does not record a Reconveyance within a specified period of time.

(e) GROSS TITLE PREMIUMS. "Gross Title Premiums" means all premiums and other fees charged by Customer for Title Orders (including cancellation fees), as well as any other reports or products in which Title Records are used and from which Customer generates income. To the extent applicable, such amounts shall be determined and reported by Customer to Property Insight on a County-by-County basis.

(f) INQUIRY(IES). "Inquiry(ies)" means any instance of accessing Property Insight Databases including but not limited to, Inquiry by Date/Document reference, General Index (AKA Individual/Corporation) and Property Information. Each instance of such Inquiries may be counted separately to screen and/or to printer.

(g) LOT BOOKS. "Lot Books" consist of copies of indices in tangible form of recorded documents relating to parcels of real property in such County (for example, Numbered Tracts, Alphabetical Tracts, Ranchos and Sectional Lands). Lot Books may be available as specified in such schedule.

(h) MAPS. "Maps" consist of copies of diagrams and other graphic representations of boundaries relating to parcels of real property in such County.

(i) OFFICIAL RECORDS. "Official Records" (excluding Maps) consist of copies of items recorded in the County Recorders' Office.

(i) PC or PCs. "PC" or "PCs" means a single or group of terminals, workstations or personal computers of all types including printers or any method of accessing information from the Property Insight on-line Databases.

(k) PROVIDER. "Provider" means each of the persons which owns (or co-own) or distributes, furnishes, licenses or otherwise makes available to Property Insight information, software or other similar material which is made available to, or which is used (directly or indirectly) by Customer under this Agreement.

(l) STARTERS. "Starters" consist of copies of previously issued title products that are part of the Property Insight starters library from to time, which may include policies, commitments, preliminary reports, guarantees and binders as such products may be further specified in applicable schedules attached to this Agreement.

(m) TAX SERVICE. "Tax Service" means tax data made available to Customer either by online databases or by manual access.

(n) TITLE ORDER. "Title Order" means an order, by a customer of Customer, of a Title Search and an examination thereof which may result in the issuance of an evidence of title (for example, a title policy, binder, guarantee, or endorsements) or delivery of other reports or products in which Title Records are used (for example, a preliminary report).

(o) TITLE PLANT. "Title Plant" means a currently maintained index of land records and copies of Official Records and other materials related thereto, excluding Starters, for a County.

(p) TITLE RECORDS. "Title Records" consist of land title records and materials (including on-line accessible Databases, Tax and Assessment records, Lot Books, Maps, portable media, and Official Records). The Title Records shall also include any additions and shall be subject to any deletions made through Property Insight's customary daily input and purging procedures.

(q) TITLE SEARCH. "Title Search" means the functions of identifying, locating and copying the proper accounts and documents (including information from on-line accessible Databases, Lot Books, Maps, Official Records, and Starters) which are necessary for examining, reporting on and otherwise issuing an evidence of title on specific parcels of real property.

2 **SERVICES**.

(a) Performance. Property Insight will perform the Services identified in each County Schedule. Such Services are subject to the terms and conditions of this Agreement, the terms and conditions set forth in the applicable County Schedule, and all Appendixes thereto. As the posting of the computerized databases are dependent upon the receipt of the recorded documents from the county(ies), Property Insight shall make every attempt to maintain the currency of the Property and General indexes in a commercially reasonable manner. Lot Books, Maps, Official Records, Starters and other materials included in the Title Records are maintained in one or more formats or media determined by Property Insight (for example, on microfilm or paper or in electronic form as digital files) and Property Insight reserves the right to modify any such format or medium from time to time. Both parties recognize that Property Insight or its Providers may in the future acquire records and materials through purchase, lease, assignment or other method of transfer and that Property Insight may restrict, or may be restricted from allowing, Customer from using such records and materials. Any records and materials so acquired and restricted are not included in this Agreement.

(b) Access. For each County selected on a County Schedule, Property Insight grants Customer nonexclusive computerized title plant access during the normal working hours of the local title plant operation. Consult the local operation for their hours of operation. Additional service hours may be provided upon request by Customer at the then prevailing hourly rate, as set by Property Insight. Such access and services are subject to all the other provisions of this Agreement.

(c) Joint Ownership. In certain Counties, selected Title Record information is jointly owned by Property Insight's Providers and one or more other co-owners. Customer access to any such jointly-owned information may be provided by a County Schedule to this Agreement or by a separate agreement among Customer, Property Insight and the joint owner(s). If jointly-owned information is made available to Customer under this Agreement, the co-owner(s) is (are) identified on the applicable County Schedule for such County. Co-Owners are protected collectively with Property Insight by all appropriate provisions of this Agreement wherever jointly-owned information is identified on the applicable County Schedule. The term "Property Insight" in such circumstances shall include the co-owner(s).

(d) Training. Property Insight will provide reasonable initial training in the use of Property Insight on-line systems or products at no additional charge per its then current training policies. Training may be provided by visits to Customer's premises, by telephone, by Internet, or at a Property Insight office location, at Property Insight's discretion. Customer is responsible for training its new employees; however, additional training requested by Customer will be scheduled and provided on a resources available basis at Property Insight's then current fee.

(e) Special Services. In the event that Customer requests Property Insight to supply special services, reports or items, Customer will pay the then-current fees for Property Insight labor, out-of-pocket expenses paid or incurred and an administrative fee. Property Insight will provide an estimate of such fees upon request.

(f) No Other Services. Property Insight shall not be obligated to furnish any information or service not specifically set forth in this Agreement or a County Schedule, including without limitation: (a) any tax, bond or assessment information; (b) any title engineer or other help for the purpose of verifying or creating a legal description of land involved in Customer's Title Orders; or (c) any parking facilities for Customer's employees.

(g) Plant Location. Property Insight shall have the right at any time to move the physical location of each of the Property Insight on-line systems, Databases, Title Records, or facilities from one location to any other location upon three (3) months prior written notice, provided, however, that if Property Insight proposes to move the physical location of any Title Records, it shall consult with the Customer(s) to in an effort determine an appropriate location therefor, taking into consideration the requests and convenience of all customers of Property Insight (including the Customer(s)) that use or are likely to use such Title Records.

(h) Posting of Office Information. In applicable counties, Property Insight shall post office information entries to the databases within 24 hours of receipt of the completed OI posting form. Property Insight posts OI entries as a convenience to our customers and bears no liability for errors or omissions.

3. **FEES AND PAYMENT**.

(a) Fees. The Customer indicated on the signature page of this Agreement shall, on behalf of all Customers, pay Property Insight the fees for the Services specified in the County Schedules and the Appendix for Technology Related Charges. Any monthly minimum fee shall be due and payable regardless of whether or not Customer finds it necessary to use the applicable Service. The fees and charges do not include taxes. Customer will pay, or reimburse, Property Insight for payment of, any applicable sales, use, personal property or similar taxes and any government charges based on transactions hereunder, exclusive of corporate income or franchise taxes based on Property Insight's net income. Property Insight may increase the fees set forth in each County Schedule as follows: (i) annually on the anniversary date of the Agreement by the percentage amount indicated by the annual change in the Consumer Price Index for urban wage earners and clerical workers for the national average as compiled by the U.S. Department of Labor, Bureau of Labor Statistics ("Index") for the twelve (12) months immediately preceding the adjustment date, except where fees are based on Gross Title Premiums; (ii) monthly where the cost increases to acquire documents or other media necessary to create or provide the Title Records, except where fees are based on Gross Title Premiums; and (iii) triennially on the anniversary date of this Agreement to amounts which reflect the then current market rates for the Services for each County charged by Property Insight to its other customers.

(b) Reports. For any Fees based upon Gross Title Premiums, Customer must furnish a written report to Property Insight on or before the 10th day of each month showing the information necessary to enable Property Insight to determine the amount of Gross Title Premiums for the prior month. This information shall be confidential to and used by Property Insight's auditors, accounting personnel and management and shall not be used for other purposes by Property Insight. The report form shall be designed and furnished by Property Insight and signed by an officer of Customer. For any Fees based on number of inquiries or orders or the like, Property Insight shall furnish a written inquiry report to Customer on or before the 10th day of each month, setting forth the number of inquiries, orders, etc. by Customer in the prior month and otherwise providing Customer with such other information regarding the procedure and methods used to count inquiries, orders, etc. for purposes of this Agreement.

(c) Due Date. Customer shall pay all sums which are due and payable to Property Insight within 30 days after the invoice date, with the exception of fees based on Gross Title Premiums (including any applicable minimum monthly fee) which are due and payable together with the report for such month on or before the 10th day of each month. Customer will be in default under this Agreement whenever Customer fails to pay any sum due to Property Insight for a period of fifteen (15) days after the sum has become due and payable.

(d) Audit. Should any of Customer's fees be based on Gross Title Premiums, Property Insight shall have the right to audit the accounts of Customer, at the expense of Property Insight, in order to verify the correctness of the sums of money being paid to Property Insight by Customer. These audits shall be conducted so as not to unreasonably interfere with the normal business routine of Customer. Upon request of Property Insight, Customer shall supply the following to Property Insight at the end of each fiscal year: (i) a copy of Customer's reports to the Insurance Commissioner of the State; or (ii) audited financial statements for each County in which fees due hereunder are based upon Customer's Gross Title Premiums in such County.

4. **TERM**.

(a) Term. Unless sooner terminated in accordance with the provisions hereof, this Agreement shall continue in effect.

(b) Termination. The obligation to provide Services under this Agreement may be terminated by any of the following means:

(1) at any time by mutual agreement of the parties hereto, in which event the obligation to provide Services under this Agreement shall terminate as of the date specified by the parties;

(2) as to Customer, at any time by Property Insight, if Customer breaches any warranty or fails to perform any material obligation hereunder, and such breach is not remedied within 30 days after written notice thereof to Customer, in which event the obligation to provide Services under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or default is of a nature that it cannot reasonably be cured within a 30-day period and Customer is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default; and provided, further, that , to the extent that such breach or default concerns one or more, but not all, of the Counties for which Services are provided hereunder, the termination of the obligation to provide Services under this Agreement as to such Counties shall not affect the effectiveness of this Agreement to the obligations of Property Insight to the other Counties nor the obligations of Customer regarding the other Counties (other than the County(ies) affected by the default or breach) to Property Insight;

(3) as to Property Insight, at any time by Customer, if Property Insight breaches any warranty or fails to perform any material Service obligation hereunder, and such breach is not remedied within 30 days after written notice thereof to Property Insight, in which event the obligations of Customer under this Agreement shall terminate on the 20th business day following the expiration of such 30-day cure period; provided that if the breach or default is of a nature that it cannot reasonably be cured within a 30-day period and Property Insight is actively pursuing a cure in good faith, then no default shall be deemed to have occurred so long as the default is cured as promptly as reasonably possible and in any event prior to the first anniversary of the occurrence of such default; and provided, further, that, to the extent that such breach or default concerns one or more, but not all, of the Counties for which Services are provided hereunder, the termination of the obligations of Customer under this Agreement as to such Counties shall not affect the effectiveness of this Agreement to the obligations of Customer regarding the other Counties nor the obligations of Property Insight (other than the county or counties affected by the default or breach) to Customer;

(4) as to Customer, at any time by Property Insight, if Customer shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (b) make a general assignment for the benefit of its creditors, (c) commence a voluntary case under the federal Bankruptcy Code, (d) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (e) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (f) take any company action for the purpose of effecting any of the foregoing, in which event as to Customer the obligation to provide Services under this Agreement shall terminate immediately;

(5) as to Property Insight, at any time by Customer, if Property Insight shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due, or shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (b) make a general assignment for the benefit of its creditors, (c) commence a voluntary case under the federal Bankruptcy Code, (d) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (e) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (f) take any company action for the purpose of effecting any of the foregoing, in which event the obligations of Customer under this Agreement shall terminate immediately;

(6) as to Customer, on or after the 5th anniversary of the date on which this Agreement becomes effective (the "Effective Date"), by Property Insight, upon 5 years' prior written notice to Customer as to one or more Counties; provided that the termination of the obligation to provide Services under this Agreement as to such Counties shall not affect the effectiveness of this Agreement to the obligations of Property Insight with respect to the other Counties nor the obligations of Customer with regard to the other Counties;

(7) as to Property Insight, on or after the 5th anniversary of the Effective Date, by Customer, upon 5 years' prior written notice to Property Insight as to one or more Counties, provided that the termination of the obligation to provide Services under this Agreement as to such Counties shall not affect the effectiveness of this Agreement to the obligations of Property Insight with respect to the other Counties nor the obligations of Customer with regard to the other Counties; or

(8) as to Property Insight, at any time by Customer, if there has been a change in control of Property Insight; it being understood, that for purposes of this provision, "change of control" means a reorganization, merger, share (or LLC ownership interest) exchange or consolidation, or sale or other disposition of more than 50% of the LLC ownership interests in, or all or substantially all of the assets or business of, Property Insight, other than a transaction in which no person or entity, other than Fidelity National Information Solutions ("FNIS") or an entity controlled by FNIS, will have beneficial ownership, directly or indirectly, of 50%

or more of the LLC ownership interests of Property Insight or the power to appoint the LLC manager(s) or vote in the election of directors, provided, however, that “change in control” and a “change of control” shall not include the merger transaction (or any transaction or transfer occurring as part of or in connection with such merger transaction) contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the “Certegy Merger Agreement”) among Certegy Inc., C Co Merger Sub, LLC (“Merger Co”), and Fidelity National Information Services, Inc.

5. **OWNERSHIP AND USE**.

(a) Ownership. All Title Records and all programs, Databases, manuals and documentation relating to any Service, Database or system (including without limitation, compression, storage, and retrieval techniques and formats and any enhancements made thereto) are and shall remain the property of Property Insight or its Providers. Customer agrees to not make copies of such manuals and documentation. Customer agrees to return all applicable Property Insight property upon termination of this Agreement or of a County Schedule.

(b) Customer Use. Title Records made available to Customer under this Agreement are to be used by Customer solely for the purpose of conducting Title Searches of specific parcels of real property and examinations thereof in connection with bona fide Title Orders of Customer. Without limiting the generality of the foregoing, Customer agrees that access to the Title Records shall not be utilized by Customer or any of its employees for the purpose of furnishing any Title Record information to any other title insurance company, title company, or any person, firm or corporation except Customer and Customer’s customers in the ordinary course of its business. However, Customer shall have the right to utilize the Title Records to furnish the usual customer service as to inquiry by customers of Customer as regards specific parcels of land or specific documents covered in such Title Records; provided that Customer shall not deliver a copy of any Starter (other than a Customer Starter) to any other person.

(c) No Tours or Demonstrations. Customer will not (1) conduct any ‘tour’ of, or give access to, any facility where the Title Records are located, or (2) demonstrate the use of the Property Insight on-line system or other systems, or make the documentation for such systems available, except to train persons who are authorized employees and contractors of Customer acting within the scope of this Agreement provided, however, that Customer may in the course of its business demonstrate such systems within Customer’s own facilities.

(d) Nonexclusive Use. It is recognized by the parties that Property Insight shall continue to use the Title Records in the usual and ordinary course of business while at the same time furnishing services to Customer as well as others.

(e) Advertisement of Use or Ownership. During the term of the Agreement, Customer shall not publicize to the public that Customer owns any Title Records or Property Insight Title Plant or has any interest therein except such rights as are specifically granted to Customer by this Agreement. Likewise, during the term of this Agreement, Property Insight shall not, in any advertisement or publicity, state that Customer is dependent upon Property Insight for use of the Title Records or any Property Insight facility. Property Insight may, however, publicize to whatever extent it may desire, its ownership of the Title Records and its facilities and services.

(f) Due Care. Customer agrees to exercise due care in the use of Property Insight facilities, services, systems and information, so as to prevent loss or damage. Each party agrees that it shall be liable to the other (and, if applicable, its Providers) for any loss or damage to any property of the other or any Providers arising out of a failure to exercise due care or arising out of an intentional, dishonest or fraudulent act of an employee of such party.

(g) Customer Title Plant. Customer agrees that if at any time during the term of this Agreement it elects to build or participate in the building of a Title Plant or to continue the maintenance of its existing Title Plant for any County, it shall do so without the use of any Title Records obtained from a Property Insight facility or via any Property Insight on-line system. An election by Customer to build or participate in the building of a Title Plant or the maintenance of its existing Title Plant shall not discharge or relieve Customer of any of its obligations under this Agreement.

(h) Compliance with Laws and Regulations. Customer agrees to use information received from Property Insight in compliance with all applicable Federal, State and local laws and regulations, including without limitation, the Federal Credit Reporting Act (U.S.C.A. Title 15, Chapter 41, Subchapter III), as amended from time to time.

(i) Exclusive Use of Property Insight Services. With respect to the Title Plant access Services hereunder that Property Insight will provide to each Customer as of the Effective Date, each Customer agrees to use Property Insight exclusively for Title Plant access in all of the geographic locations described on the schedules hereto at all times during the term of this Agreement, subject in all cases to the termination provisions set forth in Section 4 and to the provisions of this Section 5(i). To the extent that, after the Effective Date, Property Insight has or acquires the right to obtain Title Plant access for a geographic location in which a Customer is doing business and is receiving Title Plant access from any other party (other than Property Insight or a direct subsidiary of such Customer), then, so long as the service levels and pricing offered by Property Insight for Title Plant access in that geographic location are as good or better than the service levels and pricing in effect with such other party, if requested by Property Insight, such Customer agrees to (x) terminate its Title Plant access contract with such other party at the earliest date permitted without incurring a termination fee or penalty and (y) enter into a contract with Property Insight for the provision of Title Plant access (similar to that provided hereunder) to the applicable geographic location. Furthermore, each Customer agrees that, so long as Title Plant access Services are being provided to it hereunder, to the extent that (A) such Customer determines to enter into a service arrangement with any other party (other than a direct subsidiary of such Customer) to obtain Title Plant access in any geographic location not covered by the schedules to this Agreement, (B) Property Insight can obtain access to Title Plants in that geographic location, and (C) the service levels and pricing offered by Property Insight for such Title Plant access in the applicable geographic location are as good as or better than the service levels and pricing offered by such other party, then if requested by Property Insight, such Customer agrees to obtain such Title Plant access for the applicable geographic location from Property Insight exclusively. If the service levels or pricing terms offered by Property Insight for Title Plant access in such other geographic location(s) pursuant to this Section are not as good or better than those offered by the other applicable party and if the applicable Customer has otherwise complied with the provisions of this Section, then nothing contained herein shall restrict or limit the ability of such Customer to enter into any service arrangement with another party to obtain Title Plant access in any other geographic location(s). Notwithstanding the foregoing, nothing in this Section

5(i) shall preclude Customer from utilizing generally available non-title-based search services (such as publicly available material accessible on the internet) for single record searches or specific searches (such as an internet search of court records or UCC financing statements) that do not involve access to title plants or what would customarily be considered to be full service title plant information or involve obtaining title plant search services from any entity that would reasonably be viewed as a competitor of Property Insight.

6. **DISCLAIMERS AND LIMITATION OF LIABILITY**.

(a) Disclaimer of Liabilities. Except as expressly set forth herein, Property Insight and Customer agree that Property Insight (and, if applicable, its Providers) assumes no liability and shall not be held liable to Customer, or to Customer's customers or insureds, or to any other person to whom Customer may furnish any title policy, binder, guarantee, endorsement or other title assurance, or any report or title information, by reason of any error or omission or assertion of error or omission in any information (including any Title Records obtained from a Property Insight facility or via an on-line system and furnished to Customer by Property Insight) or resulting from the use of any Service or deliverable. PROPERTY INSIGHT MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE ACCURACY OR COMPLETENESS OF THE TITLE RECORDS MADE AVAILABLE TO CUSTOMER, WHETHER IN TANGIBLE FORM OR VIA AN ON-LINE SYSTEM OR CONCERNING ANY PRODUCT. Customer agrees that in no event shall Property Insight (and, if applicable, its Providers) be liable for any lost profits or for any special, consequential or exemplary damages, even if Property Insight has been advised of the possibility of such damages.

(b) Limitation of Liability. In the event that Customer discovers an error, defect or omission in any Title Record, Property Insight's sole obligation, and Customer's exclusive remedy with respect thereto, is to replace such Title Record with a duplicate copy of the applicable record if a better copy of the record is available from the source.

(c) Third-Party Providers. Certain materials and information provided or made available to Customer under this Agreement are obtained by Property Insight from third party Providers. In the event that any such Provider fails to deliver (or delays the delivery of) such material or information (through no fault of Property Insight) or in the event that any such Provider materially and adversely modifies the conditions or cost to Property Insight of obtaining such material or information, then Property Insight, at its option, may: (i) use reasonable efforts to seek alternative sources of supply on commercially reasonable terms; or (ii) suspend or terminate its obligations to Customer under this Agreement whether with respect to the portion of such Agreement which relates thereto or with respect to the entire Agreement upon thirty (30) days written notice; or (iii) notwithstanding any other provision of this Agreement to the contrary, increase the applicable fees or charges upon thirty (30) days written notice; or (iv) any combination of the foregoing. Property Insight will incur no liability to Customer with respect to any action or omission under this Section. In the event that Customer receives a notice pursuant to this Section substituting a service or increasing the price thereof, then Customer may terminate such service if it notifies Property Insight within thirty (30) days after receipt of notice from Property Insight regarding such service.

(d) Injury or Property Damage. Property Insight shall not be liable for injuries to any employees, guests or invitees of Customer nor for damage to property of Customer caused by the conditions of any Property Insight facility, except for injury or damage arising from Property Insight's gross negligence or willful misconduct. Customer agrees to neither hold nor attempt to hold Property Insight, its agents or employees liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accidents in or to the premises, or adjacent to the premises or in other parts of the premises in which Title Records are stored, accessed or located, whether by reason of the negligence or fault of Property Insight, another customer or any other person. Property Insight shall not be liable for any injury or damage occasioned by gas, smoke, rain, snow, wind, ice, hail, water, lightning, earthquakes, war, civil disorder, strike, defective electrical wiring or the breaking or stoppage of the plumbing or sewage upon or in the building or adjacent premises, whether the breakdown or stoppage results from freezing or otherwise and no matter how often injury or damage occurs

7. **INDEMNIFICATION**.

(a) Alleged Errors or Omissions. If Customer, or any customer of Customer or any other person claims or asserts that Property Insight or its Providers have any liability by reason of an error or omission in any information (including Title Records obtained from any Property Insight facility or via an on-line system) furnished to Customer by Property Insight or resulting from the use of any Service or deliverable, Customer agrees to indemnify and hold Property Insight, its affiliates and its Providers, and their respective directors, officers, employees and agents (the "Indemnified Parties") harmless from and against the claim or demand, including all costs, expenses, attorneys' fees and actual loss or losses incurred or sustained by reason of the claim or assertion.

(b) Personal Injury and Property Damage. Customer accepts the premises where the Title Records used by Customer are located and agrees to defend, indemnify and hold the Indemnified Parties harmless from any and all claims, damages, liabilities, losses or actions, including costs, expenses and attorneys' fees, arising out of actions or claims by employees, guests or invitees of Customer, by reason of death, injuries to person or damage to property arising out of or relating to use of such premises or use of any equipment located on such premises, except in instances where Property Insight has engaged in grossly negligent activities or willful misconduct.

(c) Other Matters; Violation of Law. Customer will indemnify, defend and hold harmless the Indemnified Parties, against and in respect to any and all claims, damages, liabilities, losses or actions, including costs, expenses and attorneys' fees, arising out of actions or claims which any Indemnified Party may at any time suffer, incur, or become subject to as a result of or in connection with any of the following: (i) the inaccuracy of any representation made by Customer; (ii) Customer's breach of, or failure to perform, any of its warranties, covenants, promises, or obligations arising under this Agreement; or (iii) Customer's violation of any Federal, State or local law or regulation; except in instances where Property Insight has engaged in grossly negligent activities or willful misconduct.

(d) Procedures. When a claim or assertion is made, Property Insight agrees to promptly give notice to Customer. Customer shall have the right, if it so elects, to provide for the defense of Property Insight, in any action or litigation based upon or involving the claim or assertion, by counsel of Customer's own choosing,

and approved in writing by Property Insight, at Customer's own expense and to pursue litigation to final determination. Customer shall also have the right, whether or not any action or litigation results, to compromise or settle the claim on behalf of Property Insight but at the sole cost of Customer.

8. **GENERAL TERMS AND CONDITIONS**.

(a) Force Majeure. If at any time either party to the Agreement is prevented from performance when due (other than performance consisting of payment of money) by a disaster such as or resulting from flood, hurricane, cyclone, earthquake, fire or other event commonly referred to as an Act of God, causing extensive destruction or damage; or by acts of war, riot, unlawful assembly, strikes, explosions, peaceful protest gatherings or other similar events

causing or accompanied by a lack of access or extensive destruction; so that it is impossible or unreasonably difficult for that party to perform, then its failure to perform when performance is due shall be deemed excused. Provided, however, that party must take all reasonable steps to remedy its non-performance or delay in performance with the least possible delay, and by doing whatever may reasonably be done to mitigate the adverse effect of its non-performance upon the other party to this Agreement.

(b) Dispute Resolution. If either party institutes an action against the other party for breach of this Agreement, at Property Insight's option, arbitration shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"). The arbitration shall be conducted in Los Angeles by a single arbitrator. If the parties have not agreed to a mutually acceptable arbitrator within thirty (30) days of the date of the notice to arbitrate, the arbitrator shall be selected by the AAA from its regularly maintained list of commercial arbitrators familiar with matters similar to the subject of this Agreement. The arbitrator shall conduct a single hearing for the purpose of receiving evidence and shall render a decision within thirty (30) days of the conclusion of the hearing. The parties shall be entitled to require production of documents prior to the hearing in accordance with the procedures of the Federal Rule of Civil Procedure, shall exchange a list of witnesses, and shall be entitled to conduct up to five (5) depositions in accordance with the procedures of the Federal Rules of Civil Procedure. The decision of the arbitrator shall be binding and final. The arbitrator may award only compensatory damages, and not exemplary or punitive damages. In the event a party asserts multiple claims or causes of action, some but not all of which are subject to arbitration under law, any and all claims subject to arbitration shall be submitted to arbitration in accordance with this provision.

(c) Attorneys' Fees and Costs. If either party institutes an action against the other party for breach of this Agreement, the successful party shall be entitled to recover costs, expenses and attorneys' fees as the court (or if applicable, the arbitrator) directs.

(d) Interpretation. This Agreement is to be construed under the laws of the State of California; provided that the Services will be performed in accordance with the laws of the State where such Services are performed. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement, or their application to any person, corporation, other business entity, or circumstance is to any extent adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement and their application to other persons, corporations, business entities, or circumstances shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties prepared this Agreement. The headings of each section and paragraph are to assist in reference only and are not to be used in the interpretation of this Agreement. Nothing contained in this Agreement is to be deemed to constitute an association, partnership or joint liability between the parties. The parties have no intention or thought to agree between themselves, or even to confer together, as to fees or premiums to be charged by them to their customers, or as to any other processes or practices of either party.

(e) Assignment or Transfer. This Agreement cannot be assigned, in whole or in part, by Customer without the prior written consent of Property Insight, which consent shall not be unreasonably withheld. If Customer's rights and benefits in this Agreement are transferred in whole or in part by involuntary method, or by operation of law, Property Insight shall have the right to terminate this Agreement if the result is not satisfactory to Property Insight. Any assignment in contravention of this Section shall be void. Property Insight may assign the Agreement to any affiliated company by providing 30 day notice to the Customer, provided, however, that the parties hereby agree and acknowledge that, in the event of the consummation of the merger transaction contemplated by the Certegy Merger Agreement, then to the extent applicable for purposes of this Agreement, Merger Co shall be a permitted affiliated company successor or assignee of Property Insight.

(f) Benefit. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is solely for the benefit of the parties hereto and no third party will have the right or claim to the benefits afforded either party hereunder.

(g) Compliance with Laws and Regulations. Customer agrees to use information received from Property Insight in compliance with all applicable Federal, State and local laws and regulations, including without limitation, the Federal Credit Reporting Act (U.S.C.A. Title 15, Chapter 41, Subchapter III), as amended from time to time.

(h) Survival. Following the expiration or termination of this Agreement, whether by its terms, operation of law or otherwise, all terms, provisions or conditions required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of expiration or termination, shall survive such expiration or termination.

(i) Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject contained in it and supersedes all prior and contemporaneous agreements, both oral and written, representations and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement is to be considered a waiver of any other provision, whether or not similar, nor is any waiver to constitute a continuing waiver. No waiver shall be binding unless set forth in a writing executed by the party making the waiver. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) Schedules. Each of the Schedules, Addenda and Exhibits attached to this Agreement (initially or by way of amendment) are incorporated herein by reference as if set forth in full.

(j) Notices. All written notices permitted or required to be given under this Agreement may be personally delivered to the office of the other party(s), or shipped via a nationally recognized overnight courier service, or mailed to the office of the other party(s) by Certified United States Mail. Each notice shall be addressed to the address set forth under the party's signature. Any notice delivered hereunder will be effective on the date delivered when delivered personally or by overnight courier, or on the third business day after mailing if mailed by Certified United States Mail. Either party may, by written notice to the other via first class mail, change its address for notices.

1.AGREEMENT EXECUTION INSTRUCTIONS:

1. This page must be executed to initiate this Agreement.
2. Each County Schedule must be executed to initiate access to the respective Counties.

a. Service and/or fee changes are affected by execution of a new County Schedule.
b. Each County Schedule execution date is to be updated on the County Schedule Index page.

IN WITNESS WHEREOF, the parties have executed this Exhibit as follows:

Property Insight:

PROPERTY INSIGHT, LLC
601 RIVERSIDE AVENUE
JACKSONVILLE, FL 32204
PHONE

By: /s/ Michael L. Gravelle

Title: Senior Vice President

Print Name: Michael L. Gravelle

Email Address: michael.l.gravelle@fnf.com

Date: February 1, 2006

Customer:

ROCKY MOUNTAIN SUPPORT SERVICES, INC.
601 RIVERSIDE AVE.
JACKSONVILLE, FL 32204
PHONE: (888) 934-3354

By: /s/ Raymond R. Quirk

Title: Chief Executive Officer

Print Name: Raymond R. Quirk

Email Address: rquirk@fnf.com

Date: February 1, 2006

Address for Notices:

PROPERTY INSIGHT
601 RIVERSIDE AVENUE
JACKSONVILLE, FL 32204
ATTN: PRESIDENT
PHONE:
FAX:

WITH A COPY TO:

FIDELITY NATIONAL INFORMATION SERVICES
601 RIVERSIDE AVENUE
JACKSONVILLE, FL 32204
ATTN: GENERAL COUNSEL
PHONE:
FAX:

Address for Notices:☒ Same as above

ATTN:

PHONE:

FAX:

AMENDED AND RESTATED
TITLE PLANT MASTER SERVICES AGREEMENT

This AMENDED AND RESTATED TITLE PLANT MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of February 1, 2006 (the "Effective Date"), by and between **ROCKY MOUNTAIN SUPPORT SERVICES, INC.**, an Arizona corporation ("RMSS") and **PROPERTY INSIGHT, LLC**, a California corporation ("PI").

W I T N E S S E T H:

WHEREAS, the Chairman of Fidelity National Financial, Inc. and RMSS has each requested PI to expeditiously build title plants for RMSS; and

WHEREAS, PI is willing to undertake such activities on the terms herein; and

WHEREAS, PI previously entered into a Title Plant Master Services Agreement dated as of March 9, 2005 with RMSS for the provision of certain title plant services (the "Prior Agreement"); and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), C Co Merger Sub, LLC ("Merger Co"), and Fidelity National Information Services, Inc. ("FNI Co"), including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the parties wish to amend and restate the Prior Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, the parties agree as follows:

1. SERVICES

1.1 PI agrees to perform the services described in the Statements of Work attached hereto, including that certain Statement of Work #1 for title plant construction in California, Oregon and Washington. Additionally, PI agrees to perform such other services as requested by the Chairman of Fidelity National Financial, Inc. and RMSS, which shall be documented and priced in subsequently numbered statements of work. As applicable, each statement of work shall contain a description of services and deliverables and pricing. For purposes of this Agreement, the signed statements of work shall be referred to as a "Statement of Work" or the "Statements of Work".

1.2 During the term, either party may propose changes to a Statement of Work but no change to a Statement of Work shall be adopted without written agreement of both parties.

1.2 PI shall continue to expend at least that level of effort and resources used prior to the Effective Date, which shall at least represent a reasonable level of effort and resources that are necessary to enable PI to perform and complete its obligations under this Agreement and the Statements of Work.

1.3 Designated representatives of PI and RMSS shall meet monthly or as otherwise agreed during the term hereof to discuss the status of the services performed under each Statement of Work, and, as applicable, new services which PI will propose to RMSS. PI shall provide to RMSS, in a format mutually agreed upon by the parties and within one (1) day of the monthly meeting, a written status report describing the progress thereof.

2. TERM

2.1 Unless earlier terminated as contemplated herein, this Agreement shall continue until there is no work being performed under all of the Statements of Work (the "Term"). Neither termination nor expiration shall terminate any obligations accrued hereunder prior to such time.

3. COMPENSATION

3.1 RMSS agrees to pay PI the costs and fees described in a Statement of Work, which amount RMSS shall pay to PI within thirty (30) days of receipt of invoice.

4. CHANGED SERVICES

4.1 Either party may from time to time request the other party to change the services described on a Statement of Work ("Changed Services"). Upon receipt of this request, the parties agree to meet and work together to consider this request. If the parties agree, then they shall prepare and enter into an appropriate amendment. Conversely, if the parties can not agree, then each party shall have the right to undertake such Changed Services on its own without sharing such work with the other party. PI shall not be required to commence, nor shall RMSS be liable to pay for, any Changed Service unless and until PI and RMSS have entered into an applicable amendment.

5 TITLE IN TITLE PLANTS

5.1 All work performed by PI to RMSS under this Agreement and Statements of Work will be and will remain the exclusive property of RMSS or an applicable third party. Enhancements or modifications to the services

described in a Statement of Work shall be and remain the exclusive property of RMSS or an applicable third party. PI agrees that each item of PI work product hereunder, including without limitation any software, data bases, files, compilations, logs and reports is, to the extent applicable, a "work made for hire" as defined under U.S. copyright law and that, as a result, RMSS shall own all copyrights in such work product as it arises or otherwise comes into being. To the extent that such work product does not qualify as a work made for hire under applicable law, and/or to the extent that any of the foregoing includes content subject to copyright, patent, trademark, trade secret, or other intellectual property rights, PI hereby continuously assigns to RMSS, its successors and assigns, all right, title and interest in and to any such work product as the same arises or otherwise comes into being during the Term, including all copyrights, patents, trademarks, trade secrets, and other proprietary rights therein (including renewals thereof). From time to time during or following the Term, PI shall execute and deliver to RMSS such additional instruments, and take such other actions, as RMSS may reasonably request to confirm, evidence or carry out the grants of rights contemplated by this paragraph.

5.2 RMSS and PI shall each be the sole and exclusive owner of all trade secrets, patents, copyrights, and other proprietary rights owned by each of them prior to entering into this Agreement.

6. PI COVENANTS, REPRESENTATIONS AND WARRANTIES

6.1 PI covenants, represents and warrants as follows:

6.1.1 the service to be provided to RMSS hereunder shall be performed in a professional and workmanlike manner;

6.1.2 any software developed under a Statement of Work shall reflect solely the original work product of PI unless the inclusion of third-party source code materials is embedded in the software and is otherwise disclosed in writing in advance to RMSS;

6.1.3 If the services of a consultant or contractor are used by PI in connection with the services performed under a Statement of Work, PI shall secure all necessary agreements to assure that (i) the title to its work product vests in PI and, pursuant hereto, in RMSS, and that (ii) consultant or contractor is bound to the duties of confidentiality reasonably similar to those described in this Agreement;

6.1.4 the services performed by PI under a Statement of Work shall not infringe or misappropriate any intellectual property rights, including without limitation, copyrights, trademarks, trade secrets or patents, or contractual rights of any third party;

6.1.5 (a) it has the power and corporate authority to enter into and perform this Agreement, (b) its performance of this Agreement does not and will not violate any governmental law, regulation, rule or order, contract, charter or by-law; (c) it has received no written notice of any third party claim or threat of a claim alleging that any part of the services performed by PI under a Statement of Work infringes the rights of any third party in any of the United States, and (d) any software developed by PI under a Statement of Work shall be delivered free of undisclosed trapdoors, Trojan horses, time bombs, time outs, spyware, viruses or other code which, with the passage of time, in the absence of action or upon a trigger, would interfere with the normal use of, or access to, any file, datum or system.

6.2 THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH ARE THE ONLY WARRANTIES HEREUNDER; THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SURVIVE THE TERM OF THIS AGREEMENT.

7. CONFIDENTIALITY

7.1 Proprietary Information (i) shall be deemed the confidential property of the disclosing party (or the party for whom such data was collected or processed, if any), (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and any ancillary agreements, and (iii) shall be protected by the receiving party in accordance with the terms of this Section 7. This Section 7 shall survive the term.

7.2 Except as set forth in this Section, neither party shall disclose the Proprietary Information of the other party in whole or in part, including derivations, to any third party except as contemplated herein. In no event shall source code for the software or derivative works be shared with any third party except under a perpetual duty of nondisclosure. If the parties agree to a specific nondisclosure period for a specific document, the disclosing party shall mark the document with that nondisclosure period. In the absence of a specific period, the duty of confidentiality for object code versions of the software and related documentation shall extend for a period of (5) five years from disclosure. Proprietary Information shall be held in confidence by the receiving party and its employees, and shall be disclosed to only those of the receiving party's employees and professional advisors who have a need for it in connection with the administration and implementation of this Agreement. Each party shall use the same degree of care and afford the same protections to the Proprietary Information of the other party as it uses and affords to its own Proprietary Information.

7.3 Proprietary Information shall not be deemed proprietary and, subject to the carve-out below, the receiving party shall have no obligation of nondisclosure with respect to any such information which:

7.3.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving party;

7.3.2 was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information;

7.3.3 is approved for release by written authorization of the disclosing party;

7.3.4 was known to the receiving party prior to receipt of the information; or

7.3.5 is publicly disclosed pursuant to a requirement or request of a governmental agency, or disclosure is required by operation of law.

7.4 The parties acknowledge that this Agreement contains confidential information that may be considered proprietary by one or both of the parties, and agree to limit distribution of this Agreement to those employees of the parties with a need to know the contents of this Agreement or as required by law or national stock exchange rule. In no event may this Agreement be reproduced or copies shown to any third parties (except counsel, auditors and professional advisors) without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event the respective parties agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances.

7.4.1 In addition, each party shall give notice to the other party of any demands to disclose or provide Proprietary Information of the other party under or pursuant to lawful process prior to disclosing or furnishing such Proprietary Information, and shall cooperate in seeking reasonable protective arrangements.

8. GOVERNING LAW; DISPUTE RESOLUTION

8.1 This Agreement shall be governed by, and construed in accordance with, the laws of Florida. The parties hereby submit to the personal jurisdiction of the state and federal courts in the State of Florida for the purpose of adjudication of all matters arising hereunder or relating hereto which may be the subject of litigation between the parties.

8.2 If, prior to the termination of this Agreement, a dispute arises between RMSS and PI with respect to the terms and conditions of this Agreement,

or any subject matter governed by this Agreement, such dispute shall be settled as set forth in Sections 8.3-8.7 of this Section 8.

8.3 The parties shall escalate and negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved between the parties at the level where the issue is discovered and has immediate impact. Escalation shall be by written notice to the other party and to the movant's president. Such president (or his or her designee) shall attempt to resolve such a dispute within twenty (20) days of the initial communication between them on the topic of the dispute (which may be by notice). The location, format, frequency, duration and termination of these discussions shall be left to the discretion of the representatives involved. If such parties do not resolve the underlying dispute within such twenty (20) day period, then either party may notify the other in writing that the dispute is to be elevated to binding arbitration.

8.4 All discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in any subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

8.5 Either party may request arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the then current version of the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The Arbitration will be conducted in Jacksonville, Florida in front of one mutually agreed upon arbitrator.

8.6 Each party shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the parties.

8.7 Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

9. INDEMNIFICATION

9.1 Each party (in this context, the "Indemnitor") shall defend, indemnify, and hold harmless the other, its officers, directors, agents, and employees

(collectively, "Indemnitees") against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred by reason of claims of third parties against any of the Indemnitees based on any Indemnitor use of, or related Indemnitor representations or assurances with respect to, the services performed under a Statement of Work to such third party (or any derivative work developed by or for the Indemnitor).

9.2 PI shall defend, indemnify, and hold harmless RMSS against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred by reason of claims of third parties arising from the breach of Section 6.1.2, 6.1.3, or 6.1.4 hereof.

10. TERMINATION AND LIMITATION OF LIABILITY

10.1 The parties may terminate this Agreement upon mutual agreement by written consent.

10.2 If either party fails to perform any of its material obligations under this Agreement and does not cure such failure within thirty (30) days of receipt (or, if a cure could not reasonably be completed in thirty days, but the other party is diligently pursuing a cure, then within sixty (60) days) of notice of default, then the other party may terminate this Agreement effective on the last day of the cure period.

10.3 EACH PARTY SHALL BE LIABLE TO THE OTHER FOR ALL DIRECT DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS, ACTIONS, LOSSES, COSTS, DAMAGES AND EXPENSES RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. SUBJECT TO SECTION 10.4 BUT NOTHWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OT THE OTHER FOR DAMAGES, WHETHER ARISING IN CONTRACT, TORT, EQUITY, NEGLIGENCE OR OTHERWISE EXCEED THE AMOUNT OF FEES PAID BY RMSS TO PI PURSUANT TO THIS AGREEMENT OVER THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

10.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

11. NOTICES

11.1 Except as otherwise provided under this agreement, all notices, demands or requests or other communications required or permitted to be given or delivered under this agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient. Written

---

notice may be delivered in person or sent via reputable courier service and addressed as set forth below:

If to RMSS: Rocky Mountain Support Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: President

with a copy to: Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

If to PI: Property Insight, LLC
601 Riverside Ave.
Jacksonville, FL 32204
Attn: President

with a copy to: Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attn: General Counsel

11.2 The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

12. MISCELLANEOUS

12.1 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this agreement.

12.2 Severable Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this agreement.

12.3 Integrated Agreement. This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes and integrates all prior and contemporaneous agreements, representations and understandings of the parties, oral and written, pertaining to the subject matter hereof. No supplement, modification or amendment of this agreement shall be binding unless in a writing executed by both parties. Without limiting the foregoing, the parties expressly acknowledge that this Agreement together with the exhibits and schedules hereto, is intended to

---

amend and restate the Prior Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

12.4 Headings. Headings used herein are for the convenience of the parties and shall not be deemed part of the agreement or used in its construction.

12.5 Assignment. This agreement may not be assigned by either of the parties without the prior written consent of the other party; any purported assignment in breach of the foregoing shall be without legal effect to assign this agreement, provided, however, that the parties hereby agree and acknowledge that, upon the consummation of the merger transaction contemplated by the Certegy Merger Agreement, Certegy and Merger Co shall each be permitted assignees of PI's rights and obligations under this Agreement. Any assignment hereunder shall be conditioned upon the understanding that this Agreement shall be binding upon the assigning party's successors and assigns. This agreement is binding on the successors and permitted assigns of each party.

12.6 Relationship of Parties. Nothing herein is intended to create, and shall not be asserted or construed to create, a joint venture, partnership or agency of any nature between the parties. Except as specifically set forth herein, each party assumes sole and full responsibility for its acts and the acts of its directors, officers, employees, agents and affiliates. Neither party has any authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other party in any manner whatsoever except as specifically set forth herein.

12.7 Amendment. This Agreement may not be amended without the prior written consent of the parties hereto.

12.8 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Rocky Mountain Support Services, Inc.	**Property Insight, LLC**
By /s/ Raymond R. Quirk	By /s/ Michael L. Gravelle
Raymond R. Quirk	Michael L. Gravelle
Chief Executive Officer	Senior Vice President

ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT

This ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT (this "Agreement") dated as of February 1, 2006 by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Delaware corporation that, after the effectiveness of the Merger hereinafter defined, will be merged with and into an entity that will be known as "Fidelity National Information Services, LLC" ("FNI Co"), and **CERTEGY, INC.**, a Georgia corporation that, after the effectiveness of the Merger hereinafter defined, will be known as "Fidelity National Information Services, Inc." ("FIS").

WHEREAS, in connection with its business operations, FNI Co has heretofore entered into (i) that certain **Corporate Services Agreement** dated as of September 27, 2005 (the "CSA") with Fidelity National Title Group, Inc., a Delaware corporation ("FNT"), and (ii) that certain **Reverse Corporate Services Agreement** dated as of September 27, 2005 (the "RCSA"; and together with the CSA, collectively, the "Assigned Agreements") with FNT; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc., C Co Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of Certegy Inc. ("Merger Co"), and FNI Co, including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger"), FNI Co now desires to transfer, assign and convey to FIS, and FIS desires to accept and assume from FNI Co, all of FNI Co's right, title and interest in and to each of the Assigned Agreements, including the assumption of all of FNI Co's obligations and liabilities in connection with each of the Assigned Agreements;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Transfer and Assignment. Effective as of the date hereof, and on the terms and subject to the conditions set forth herein, FNI Co does hereby transfer, assign and convey to FIS all of FNI Co's right, title and interest in and to each of the Assigned Agreements.

2. Acceptance and Assumption. Effective as of the date hereof, and on the terms and subject to the conditions set forth herein, FIS does hereby accept and assume all of FNI Co's right, title and interest in and to each of the Assigned Agreements and all of FNI Co's responsibilities, obligations and liabilities in connection with each of the Assigned Agreements.

3. Novation of Assigned Agreements. Upon the effectiveness of this Agreement, FIS will also enter into a novation of each of the Assigned Agreements, through amended and restated agreements, whereby FIS will contractually undertake to perform all of the rights and

---

obligations under each of the Assigned Agreements, and the rights and obligations of FNI Co under each of the Assigned Agreements will thereby be deemed to have been fully extinguished. Notwithstanding the foregoing, FNI Co acknowledges that it is obligated to comply with certain post-termination obligations as expressly set forth in the Assigned Agreements, such as those relating to maintaining confidentiality, and FNI Co hereby agrees to abide by all such applicable provisions.

4. Instruments of Transfer and Notice to Parties. Each of FNI Co and FIS agrees that it shall (a) file with the relevant governmental or other entities such assignment documents as may be necessary to reflect in the books and records of such governmental or other entities this assignment and assumption of each of the Assigned Agreements and (b) provide written notice of such assignment, acceptance and assumption (and, to the extent required by applicable law and/or the terms of any Assigned Agreement, take all actions necessary to obtain any necessary consents and/or provide any other notices or documentation reflecting such assignment, acceptance and assumption) to all parties to each of the Assigned Agreements.

5. Representations of the Parties. Each of FNI Co and FIS represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of its state of incorporation, (ii) it has all requisite corporate power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder and to consummate the transactions contemplated hereby, and (iii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms. Further, FNI Co represents and warrants that, as of the date hereof, it has fully performed all of its obligations that are due and owing under each of the Assigned Agreements and, to the extent that any services or products have been received, but not paid in full, by FNI Co under any of the Assigned Agreements as of the date hereof, FNI Co shall remain obligated to make such payments in a timely manner in accordance with the terms of the applicable Assigned Agreement(s).

6. Further Assurances. From time to time at or after the effective date of this Agreement, each of the parties to this Agreement shall cooperate and use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws (and/or under the terms of the Assigned Agreements) to consummate and make effective the transactions contemplated hereby.

7. Successors and Assigns. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

8. Governing Law; Jurisdiction. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Florida.

9. Amendments. This Agreement may be changed, modified or terminated only by an instrument in writing signed by each of the parties hereto.

---

10. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

11. Effectiveness. Notwithstanding the date hereof or any other terms or provisions herein contained, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
(to be known as Fidelity National Information Services, LLC)

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

CERTEGY INC.
(to be known as Fidelity National Information Services, Inc,)

By /s/ Lee A. Kennedy
Lee A. Kennedy
Chairman and Chief Executive Officer

[FNT Consent follows on next page]

CONSENT
by

FIDELITY NATIONAL TITLE GROUP, INC.

to the
ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT

The undersigned does hereby consent to:

(a) the assignment by **Fidelity National Information Services, Inc.** a Delaware corporation that, after the effectiveness of the Merger hereinafter defined, will be merged with and into an entity that will be known as “Fidelity National Information Services, LLC” (“FNI Co”) to **Certegy Inc.**, a Georgia corporation that, after the effectiveness of the Merger hereinafter defined, will be known as “Fidelity National Information Services, Inc.” (“FIS”), of all of FNI Co’s right, title, and interest in and to (i) the Corporate Services Agreement dated as of September 27, 2005 (the “CSA”) between FNI Co and Fidelity National Title Group, Inc., a Delaware corporation (“FNT”), and (ii) the Reverse Corporate Services Agreement dated as of September 27, 2005 (the “RCSA”; and together with the CSA, the “Assigned Agreements”) between FNI Co and FNT;

(b) the assumption by FIS of all of FNI Co’s responsibilities, obligations and liabilities under each of the Assigned Agreements, and the extinguishment of all of FNI Co’s responsibilities, obligations and liabilities thereunder; and

(c) a novation of each of the Assigned Agreements, pursuant to agreements to be entered into between FIS and each of the undersigned, as applicable.

Effective as of the date hereof, the undersigned hereby agrees (i) to look solely to FIS for the fulfillment of all obligations under, and the satisfaction of all liabilities arising out of, any and all of the Assigned Agreements, and (ii) to execute amended and restated versions of each of the Assigned Agreements. The undersigned acknowledges that pursuant to these amended and restated agreements, FIS shall be the contracting party for all obligations arising under the Assigned Agreements and shall be entitled to all benefits thereof, including the receipt of any payments that may become due thereunder.

FIDELITY NATIONAL TITLE GROUP, INC.
a Delaware corporation

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

FNF CORPORATE SERVICES AGREEMENT

This Corporate Services Agreement (this "Agreement") is effective as of February 1, 2006 (the "Effective Date"), by and between **FIDELITY NATIONAL FINANCIAL, INC.**, a Delaware corporation ("FNF" or "PROVIDING PARTY"), and **CERTEGY, INC.**, a Georgia corporation that, after the effectiveness of the Merger hereinafter defined, will be known as "**Fidelity National Information Services, Inc."** ("FIS" or "RECEIVING PARTY"). FNF and FIS shall be referred to together in this Agreement as the "Parties" and individually as a "Party."

WHEREAS, Fidelity National Information Services, Inc., a Delaware corporation ("FNIS") that will merge with and into C Co Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of RECEIVING PARTY ("Merger Co"; after the Merger, to be known as "Fidelity National Information Services, LLC"), previously entered into a Reverse Corporate Services Agreement dated as of March 4, 2005 (the "FNF Agreement") with Fidelity National Financial, Inc., a Delaware corporation ("FNF") and the parent company of Fidelity National Title Group, Inc. ("FNT"), for the provision of certain corporate services to FNIS, as more fully described herein; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 27, 2005 between FNF and FNT, FNT assumed, with the consent of FNIS, all of FNF's rights and obligations under the FNF Agreement, and FNIS and FNT entered into a novation of the rights and obligations under the FNF Agreement, so that FNT would be assume FNF's obligations with respect to the corporate services to be provided by FNIS, such novation being set forth in a Reverse Corporate Services Agreement dated as of September 27, 2005 (the "Prior RCSA Agreement") between FNIS and FNT; and

WHEREAS, pursuant to the Prior RCSA Agreement, FNF also provided certain executive, management and mergers & acquisitions services to FNIS; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc., Merger Co, and FNIS, including the effectiveness of the merger of FNIS with and into Merger Co (the "Merger"), FNF and FIS wish to enter into a separate agreement for the provision of certain services by FNF to FIS and its Subsidiaries;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
CORPORATE SERVICES

1.1 Corporate Services. This Agreement sets forth the terms and conditions for the provision by PROVIDING PARTY to RECEIVING PARTY of various corporate services and products, as more fully described below and in Schedule 1.1(a) attached hereto (the Scheduled

Services, the Omitted Services, the Resumed Services and Special Projects (as defined below), collectively, the "Corporate Services").

(a) PROVIDING PARTY, through its Subsidiaries (as defined below) and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services set forth on Schedule 1.1(a) (the "Scheduled Services") on and after the Effective Date (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)). RECEIVING PARTY shall pay fees to PROVIDING PARTY for providing the Scheduled Services or causing the Scheduled Services to be provided as set forth in Schedule 1.1(a). For purposes of this Agreement, (i) "Subsidiary" means, with respect to either Party, a corporation, partnership, company, or other entity of which such Party controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body, provided, however, that with respect to PROVIDING PARTY, "Subsidiary" does not include (X) FIS or any of its Subsidiaries or (Y) FNT or any of its Subsidiaries; and (ii) "Affiliate" means, with respect to either Party, a corporation, partnership, company or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specific Party, except that (I) in the case of RECEIVING PARTY, "Affiliate" shall not include FNF or any Subsidiary of FNF that is not a direct or indirect Subsidiary of FIS, and (II) in the case of PROVIDING PARTY, "Affiliate" shall not include FIS or any of its Subsidiaries, or FNT or any of its Subsidiaries. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

(b) PROVIDING PARTY, through its Subsidiaries and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services that PROVIDING PARTY was performing for RECEIVING PARTY and its Subsidiaries as of the Effective Date that pertain to and are a part of Scheduled Services under Section 1.1(a) (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)), which are not expressly included in the list of Scheduled Services in Schedule 1.1(a), but are required to conduct the business of RECEIVING PARTY and its Subsidiaries (the "Omitted Services"), unless RECEIVING PARTY consents in writing to the termination of such services. Such Omitted Services shall be added to Schedule 1.1(a) and thereby become Scheduled Services, as soon as reasonably practicable after the Effective Date by the Parties. In the event that

RECEIVING PARTY or its Subsidiaries had been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries for such Omitted Services immediately prior to the Effective Date, RECEIVING PARTY shall pay to PROVIDING PARTY for providing the Omitted Services or causing the Omitted Services to be provided hereunder fees equal to the actual fees paid for such Omitted Services immediately preceding the Effective Date; provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. In the event that RECEIVING PARTY or its Subsidiaries had not been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries or Affiliates for such Omitted Services immediately prior to the Effective Date, the Parties shall negotiate in good faith a fee to be based on the cost of providing such Omitted Services, which shall in no event

be less than the Default Fee (as defined below); provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder by PROVIDING PARTY shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any such Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. The "Default Fee" means an amount equal to one hundred fifty percent (150%) of the salary of each full-time employee, on an hourly basis, who provides the applicable Corporate Service or Transition Assistance (as defined in Section 2.3).

(c) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide or cause to be provided to RECEIVING PARTY and its Subsidiaries any Scheduled Service that has been terminated at RECEIVING PARTY's request pursuant to Section 2.2 (the "Resumed Services"); provided, that PROVIDING PARTY shall have no obligation to provide a Resumed Service if providing such Resumed Service will have a material adverse impact on the other Corporate Services. Schedule 1.1(a) shall from time to time be amended to reflect the resumption of a Resumed Service and the Resumed Service shall be set forth thereon as a Scheduled Service.

(d) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide additional corporate services that are not described in the Schedule 1.1(a) and that are neither Omitted Services nor Resumed Services ("Special Projects"). RECEIVING PARTY shall submit a written request to PROVIDING PARTY specifying the nature of the Special Project and requesting an estimate of the costs applicable for such Special Project and the expected time frame for completion. PROVIDING PARTY shall respond promptly to such written request, but in no event later than twenty (20) days, with a written estimate of the cost of providing such Special Project and the expected time frame for completion (the "Cost Estimate"). If RECEIVING PARTY provides written approval of the Cost Estimate within ten (10) days after PROVIDING PARTY delivers the Cost Estimate, then within a commercially reasonable time after receipt of RECEIVING PARTY's written request, PROVIDING PARTY shall begin providing the Special Project; provided, that PROVIDING PARTY shall have no obligation to provide a Special Project where, in its reasonable discretion and prior to providing the Cost Estimate, it has determined and notified RECEIVING PARTY in writing that (i) it would not be feasible to provide such Special Project, given reasonable priority to other demands on its resources and capacity both under this Agreement or otherwise or (ii) it lacks the experience or qualifications to provide such Special Project.

1.2 Provision of Corporate Services; Excused Performance.

(a) To the extent commercially reasonable, the Parties will work together and begin the process of migrating the Corporate Services from PROVIDING PARTY to

RECEIVING PARTY, one or more of its Subsidiaries or Affiliates or a third party (at RECEIVING PARTY's direction) such that the completion of the migration of the Corporate Services from PROVIDING PARTY to RECEIVING PARTY, or one or more of its Subsidiaries or Affiliates or a third party, as the case may be, shall occur prior to the end of the Term. PROVIDING PARTY shall provide or cause to be provided each of the Corporate Services through the expiration of the Term, except (i) as automatically modified by earlier termination of a Corporate Service by RECEIVING PARTY in accordance with this Agreement, (ii) for Corporate Services to or for the benefit of any entity which ceases to be a Subsidiary of RECEIVING PARTY prior to the end of the Term, or (iii) as otherwise agreed to by the Parties in writing.

(b) All obligations of PROVIDING PARTY with respect to any one or more individual Corporate Services or Transition Assistance under this Agreement shall be excused to the extent and only for so long as a failure by PROVIDING PARTY with respect thereto is directly attributable to and caused specifically by a failure by RECEIVING PARTY or any of its Subsidiaries to meet their obligations (including any performance) under any other Intercompany Agreement (as defined in the Certegy Merger Agreement) or under the Amended and Restated Master Information Technology Services Agreement of even date herewith by and between Fidelity Information Services, Inc., an Arkansas corporation and a subsidiary of RECEIVING PARTY, and FNT.

1.3 Third Party Vendors; Consents.

(a) PROVIDING PARTY shall use its commercially reasonable efforts to keep and maintain in effect its relationships with its vendors that are integral to the provision of the Corporate Services. PROVIDING PARTY shall use commercially reasonable efforts to procure any waivers, permits, consents or sublicenses required by third party licensors, vendors or service providers under existing agreements with such third parties in order to provide any Corporate Services hereunder ("Third Party Consents"). In the event that PROVIDING PARTY is unable to procure such Third Party Consents on commercially reasonable terms, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor. If, after the Effective Date, any one or more vendors (i) terminates its contractual relationship with PROVIDING PARTY or ceases to provide the products or services associated with the Corporate Services or (ii) notifies PROVIDING PARTY of its desire or plan to terminate its contractual relationship with PROVIDING PARTY or (iii) ceases providing the products or services associated with the Corporate Services, then, in either case, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor so that RECEIVING PARTY may continue to receive similar products and services.

(b) PROVIDING PARTY shall not be required to transfer or assign to RECEIVING PARTY any third party software licenses or any hardware owned by PROVIDING PARTY or its Subsidiaries in connection with the provision of the Corporate Services or at the conclusion of the Term.

1.4 Dispute Resolution.

(a) Amicable Resolution. PROVIDING PARTY and RECEIVING PARTY mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between PROVIDING PARTY and RECEIVING PARTY in connection with this Agreement (including, without limitation, the standards of performance, delay of performance or non-performance of obligations, or payment or non-payment of fees hereunder), then the Dispute, upon written request of either Party, will be referred for resolution to the president (or similar position) of the division implicated by the matter for each of PROVIDING PARTY and

RECEIVING PARTY, which presidents will have fifteen (15) days to resolve such Dispute. If the presidents of the relevant divisions for each of PROVIDING PARTY and RECEIVING PARTY do not agree to a resolution of such Dispute within fifteen (15) days after the reference of the matter to them, such presidents of the relevant divisions will refer such matter to the president of each of PROVIDING PARTY and RECEIVING PARTY for final resolution. Notwithstanding anything to the contrary in this Section 1.4, any amendment to the terms of this Agreement may only be effected in accordance with Section 11.10.

(b) Arbitration. In the event that the Dispute is not resolved in a friendly manner as set forth in Section 1.4(a), either Party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 1.4(b). All Disputes submitted to arbitration pursuant to this Section 1.4(b) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either Party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by PROVIDING PARTY and RECEIVING PARTY. If PROVIDING PARTY and RECEIVING PARTY fail to agree on an arbitrator within thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of either Party to the Dispute, appoint the arbitrator. Any order or determination of the arbitral tribunal shall be final and binding upon the Parties to the arbitration as to matters submitted and may be enforced by either Party to the Dispute in any court having jurisdiction over the subject matter or over either Party. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. The use of any alternative dispute resolution procedures hereunder will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

(c) Non-Exclusive Remedy. Nothing in this Section 1.4 will prevent either PROVIDING PARTY or RECEIVING PARTY from immediately seeking injunctive or interim

---

relief in the event (i) of any actual or threatened breach of any of the provisions of Article VIII or (ii) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All such actions for injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 11.6. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, and further remedies may be pursued in accordance with Section 1.4(a) and Section 1.4(b) above.

(d) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, PROVIDING PARTY and RECEIVING PARTY, but none of their respective Subsidiaries or Affiliates, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to Article XI, this Section 1.4 or otherwise, and each Party will cause its respective Affiliates not to commence any dispute resolution procedure other than through such Party as provided in this Section 1.4(d).

(e) Compensation. RECEIVING PARTY shall continue to make all payments due and owing under Article III for Corporate Services not the subject of a Dispute and shall not off-set such fees by the amount of fees for Corporate Services that are the subject of the Dispute.

1.5 Standard of Services.

(a) PROVIDING PARTY shall perform the Corporate Services for RECEIVING PARTY in a professional and competent manner, using standards of performance consistent with its performance of such services for itself.

(b) During the Term, PROVIDING PARTY shall maintain a disaster recovery program for the Corporate Services substantially consistent with the disaster recovery program in place for such Corporate Services as of the Effective Date. For the avoidance of doubt, the disaster recovery program maintained by PROVIDING PARTY will not include a business continuity program.

(c) If RECEIVING PARTY provides PROVIDING PARTY with written notice ("Shortfall Notice") of the occurrence of any Significant Service Shortfall (as defined below), as determined by RECEIVING PARTY in good faith, PROVIDING PARTY shall rectify such Significant Service Shortfall as soon as reasonably possible. For purposes of this Section 1.5(c), a "Significant Service Shortfall" shall be deemed to have occurred if the timing or quality of performance of Corporate Services provided by PROVIDING PARTY hereunder falls below the standard required by Section 1.5(a) hereof; provided that PROVIDING PARTY's obligations under this Agreement shall be relieved to the extent, and for the duration of, any force majeure event as set forth in Article V.

1.6 Response Time. PROVIDING PARTY shall respond to and resolve any problems in connection with the Corporate Services for RECEIVING PARTY within a commercially reasonable period of time, using response and proposed resolution times consistent with its response and resolution of such problems for itself.

1.7 Ownership of Materials; Results and Proceeds. All data and information submitted to PROVIDING PARTY by RECEIVING PARTY, in connection with the Corporate

---

Services or the Transition Assistance (as defined in Section 2.3) (the "RECEIVING PARTY Data"), and all results and proceeds of the Corporate Services and the Transition Assistance with regard to the RECEIVING PARTY Data, is and will remain, as between the Parties, the property of RECEIVING PARTY. PROVIDING PARTY shall not and shall not permit its Subsidiaries to use RECEIVING PARTY Data for any purpose other than to provide the Corporate Services or Transition Assistance.

ARTICLE II
TERM AND TRANSITION ASSISTANCE

2.1 Term. The term (the "Term") of this Agreement shall commence as of the date hereof and shall continue until the date on which the last of the Scheduled Services under this Agreement is terminated or the date on which this Agreement is terminated by mutual agreement of the Parties, whichever is earlier (in either case, the "Termination Date"); provided, however, that in no event shall the Term:

(a) expire later than the date that is six (6) months after any Sale of FIS (as defined below), or

(b) continue, with respect to any entity that ceases to be a Subsidiary of RECEIVING PARTY prior to the end of the Term, from and after the date that such entity ceases to be a Subsidiary of RECEIVING PARTY.

For purposes of this Agreement, (i) the term "Sale of FIS" means an acquisition by any Person (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and used in Sections 13(d) and 14(d) thereof ("Person")) of Beneficial Ownership (within the meaning of Rule 13d-3 under the Exchange Act ("Beneficial Ownership")) of 50% or more of the then outstanding shares of FIS common stock (the "Outstanding FIS Common Stock") or the combined voting power of the then outstanding voting securities of FIS entitled to vote generally in the election of directors (the "Outstanding FIS Voting Securities"), excluding, however, the following: (A) any acquisition directly from FIS, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from FIS, (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by FIS or a member of the FIS Group, (C) any acquisition of Outstanding FIS Common Stock by one or more Subsidiaries or Affiliates of PROVIDING PARTY, or (D) any acquisition or deemed acquisition occurring as part of the merger transaction contemplated by the Certegy Merger Agreement; and (ii) the term "Effective Time" has the meaning ascribed thereto in Section 1.03 of the Certegy Merger Agreement.

2.2 Termination.

(a) If RECEIVING PARTY is not able to complete its transition of the Corporate Services by the Termination Date, then upon written notice provided to PROVIDING PARTY at least thirty (30) days prior to the Termination Date, RECEIVING PARTY shall have the right to request and cause PROVIDING PARTY to provide up to thirty (30) days of additional Corporate Services to RECEIVING PARTY; provided, that RECEIVING PARTY shall pay for all such additional Corporate Services.

(b) If RECEIVING PARTY wishes to terminate a Corporate Service (or a portion thereof) on a date that is earlier than the Termination Date, RECEIVING PARTY shall provide written notice (the "Termination Notice") to PROVIDING PARTY of a proposed termination date for such Corporate Service (or portion thereof), at least ninety (90) days prior to such proposed termination date. Upon receipt of such notice, PROVIDING PARTY shall promptly provide notice to RECEIVING PARTY (the "Termination Dispute Notice") in the event that PROVIDING PARTY believes in good faith that, notwithstanding PROVIDING PARTY using its commercially reasonable efforts, the requested termination will have a material adverse impact on other Corporate Services and the scope of such adverse impact. In such event, the Parties will resolve the dispute in accordance with Section 1.4. If PROVIDING PARTY does not provide the Termination Dispute Notice, based on the standards set forth above, within ten (10) days of the date on which the Termination Notice was received, then, effective on the termination date proposed by RECEIVING PARTY in its Termination Notice, such Corporate Service (or portion thereof) shall be discontinued (thereafter, a "Discontinued Corporate Service") and deemed deleted from the Scheduled Services to be provided hereunder and thereafter, this Agreement shall be of no further force and effect with respect to the Discontinued Corporate Service (or portion thereof), except as to obligations accrued prior to the date of discontinuation of such Corporate Service (or portion thereof). Upon the occurrence of any Discontinued Corporate Service, the Parties shall promptly update Schedule 1.1(a) to reflect the discontinuation, and the Corporate Service Fees shall be adjusted in accordance therewith and the provisions of Article III. Notwithstanding anything to the contrary contained herein, at any time that employees of PROVIDING PARTY or its Subsidiaries or Affiliates move to a department within RECEIVING PARTY or its Subsidiaries or Affiliates (an "Employee Shift"), a proportional portion of the relevant Corporate Service shall be deemed automatically terminated. If a Corporate Service, or portion thereof, is terminated as a result of an Employee Shift, then such termination shall take effect as of the date of the Employee Shift, and the adjustment in Corporate Service Fees shall also take effect as of the date of the Employee Shift.

(c) If all Corporate Services shall have been terminated under this Section 2.2 prior to the expiration of the Term, then either Party shall have the right to terminate this Agreement by giving written notice to the other Party, which termination shall be effective upon delivery as provided in Section 6.1.

2.3 Transition Assistance. In preparation for the discontinuation of any Corporate Service provided under this Agreement, PROVIDING PARTY shall, consistent with its obligations to provide Corporate Services hereunder and with the cooperation and assistance of RECEIVING PARTY, use commercially reasonable efforts to provide such knowledge transfer services and to take such steps as are reasonably required in order to facilitate a smooth and efficient transition and/or migration of records to RECEIVING PARTY or its Subsidiaries or Affiliates (or at RECEIVING PARTY's direction, to a third party) and responsibilities so as to minimize any disruption of services ("Transition Assistance"). RECEIVING PARTY shall cooperate with PROVIDING PARTY to allow PROVIDING PARTY to complete the Transition Assistance as early as is commercially reasonable to do so. Fees for any Transition Assistance shall be determined in accordance with the calculation formula and methods applicable to the Scheduled Services that are most similar in nature to the Transition Assistance being so provided, as set forth on the applicable section of Schedule 1.1(a).

2.4 Return of Materials. As a Corporate Service or Transition Assistance is terminated, each Party will return all materials and property owned by the other Party, including, without limitation, all RECEIVING PARTY Data, if any, and materials and property of a proprietary nature involving a Party or its Subsidiaries relevant to the provision or receipt of that Corporate Service or Transition Assistance and no longer needed regarding the performance of other Corporate Services or other Transition Assistance under this Agreement, and will do so (and will cause its Subsidiaries and its Affiliates to do so) within thirty (30) days after the applicable termination. Upon the end of the Term, each Party will return all material and property of a proprietary nature involving the other Party or its Subsidiaries, in its possession or control (or the possession or control of an Affiliate as a result of the Services provided hereunder) within thirty (30) days after the end of the Term. In addition, upon RECEIVING PARTY's request, PROVIDING PARTY agrees to provide to RECEIVING PARTY copies of RECEIVING PARTY's Data, files and records on magnetic media, or such other media as the Parties shall agree upon, to the extent practicable. PROVIDING PARTY may retain archival copies of RECEIVING PARTY's Data, files and records.

ARTICLE III
COMPENSATION AND PAYMENTS FOR CORPORATE SERVICES

3.1 Compensation for Corporate Services.

(a) In accordance with the payment terms described in Section 3.2 below, RECEIVING PARTY agrees to timely pay PROVIDING PARTY, as compensation for the Corporate Services provided hereunder, all fees as contemplated in Section 1.1 (the "Corporate Service Fees") and in Section 2.3 (the "Transition Assistance Fees").

(b) Without limiting the foregoing, the Parties acknowledge that RECEIVING PARTY is also obligated to pay, or reimburse PROVIDING PARTY for its payment of, all Out of Pocket Costs (as defined below); provided, however, that the incurrence of any liability by RECEIVING PARTY or any of its Subsidiaries for any New Out of Pocket Cost (as defined below) that requires the payment by RECEIVING PARTY or one of its Subsidiaries of more than $200,000, on an annualized basis, shall require either (i) the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries, or (ii) the subsequent approval of the chief accounting officer of RECEIVING PARTY (or his/her designee) after his/her receipt of the Monthly Recap Report (as defined in Section 3.3) provided to RECEIVING PARTY for the calendar month in which the New Out of Pocket Cost was incurred or paid by PROVIDING PARTY on behalf of RECEIVING PARTY. If (x) PROVIDING PARTY has not obtained the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries before incurring or paying any New Out of Pocket Cost that exceeds $200,000 on an annualized basis, and (y) after receiving and reviewing the applicable Monthly Recap Report, the chief accounting officer of RECEIVING PARTY (or his/her designee) has not expressly approved the New Out of Pocket Cost in question, then RECEIVING PARTY shall be entitled to dispute the New Out of Pocket Cost until the close of the next audit cycle, provided that if PROVIDING PARTY disagrees with RECEIVING PARTY's dispute of the New Out of Pocket Cost, then PROVDING PARTY shall be entitled to exercise its rights under the dispute resolution provisions set forth in Section 1.4. For purposes hereof, the term "Out of Pocket Costs" means all fees, costs or other expenses payable by RECEIVING PARTY or its Subsidiaries to third parties that are not

Affiliates of PROVIDING PARTY in connection with Services provided hereunder; and the term "New Out of Pocket Cost" means any Out of Pocket Cost incurred after the Effective Date that is not a continuation of services provided to FIS or one of its Subsidiaries in the ordinary course of business consistent with past practices and for which RECEIVING PARTY had paid or reimbursed a portion thereof prior to the Effective Date.

3.2 Payment Terms. PROVIDING PARTY shall invoice RECEIVING PARTY on a monthly basis in arrears for Corporate Service Fees, the Transition Assistance Fees, as calculated in accordance with Section 3.1 and Schedule 1.1(a). In addition, PROVIDING PARTY shall promptly notify RECEIVING PARTY, no more frequently than monthly, of the aggregate amount of Out of Pocket Costs to be reimbursed or paid. RECEIVING PARTY shall pay by electronic funds transfer or other method satisfactory to PROVIDING PARTY and RECEIVING PARTY, in full, the monthly amount so invoiced and the Out of Pocket Costs incurred, within thirty (30) days after the date on which PROVIDING PARTY's monthly invoice or notification of Out of Pocket Costs, as the case may be, was received. All invoices shall include, without limitation, the category of applicable Corporate Service or Transition Assistance Service (as the case may be), a brief description of the Out of Pocket Costs (if applicable), the billing period, and such other information as RECEIVING PARTY may reasonably request. Should RECEIVING PARTY dispute any portion of the amount due on any invoice or require any adjustment to an invoiced amount, or dispute any Out of Pocket Costs for which it received notification, then RECEIVING PARTY shall notify PROVIDING PARTY in writing of the nature and basis of the dispute and/or adjustment as soon as reasonably possible using, if necessary, the dispute resolution procedures set forth in Section 1.4. The Parties shall use their reasonable best efforts to resolve the dispute prior to the payment due date.

3.3 Fee Reports. On or before the twentieth (20th) calendar day following the last day of each calendar month, PROVIDING PARTY will provide to the chief accounting officer of RECEIVING PARTY (or his/her designee) a summary recap report (the "Monthly Recap Report") showing for the calendar month then ended all Corporate Service Fees, Transition Assistance Fees, Out of Pocket Costs, Total Allocated FAS 123 Charges (if applicable) and any other charges incurred by, and cost allocations made by, PROVIDING PARTY for or on behalf of RECEIVING PARTY for Corporate Services pursuant to this Agreement. The Monthly Recap Report will list each PROVIDING PARTY accounting cost center that provided Corporate Services hereunder during the month and the amount of the costs allocated or incurred by each such cost center to RECEIVING PARTY for such calendar month. In addition, the Monthly Recap Report will also show the monthly aggregate cost trend for the trailing 12-month period.

3.4 Audit Rights. Upon reasonable advance notice from RECEIVING PARTY, PROVIDING PARTY shall permit RECEIVING PARTY to perform annual audits of PROVIDING PARTY's records only with respect to amounts invoiced and Out of Pocket Costs invoiced pursuant to this Article III. Such audits shall be conducted during PROVIDING PARTY's regular office hours and without disruption to PROVIDING PARTY's business operations and shall be performed at RECEIVING PARTY's sole expense.

ARTICLE IV
LIMITATION OF LIABILITY

4.1 LIMITATION OF LIABILITY. THE LIABILITY OF EITHER PARTY FOR A CLAIM ASSERTED BY THE OTHER PARTY BASED ON BREACH OF ANY COVENANT, AGREEMENT OR UNDERTAKING REQUIRED BY THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAYABLE BY RECEIVING PARTY TO PROVIDING PARTY DURING THE ONE (1) YEAR PERIOD PRECEDING THE BREACH FOR THE PARTICULAR CORPORATE SERVICE AFFECTED BY SUCH BREACH UNDER THIS AGREEMENT; PROVIDED, THAT SUCH LIMITATION SHALL NOT APPLY IN RESPECT OF ANY CLAIMS BASED ON A PARTY'S (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) IMPROPER USE OR DISCLOSURE OF CUSTOMER INFORMATION, (iv) VIOLATIONS OF LAW OR (v) INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A PERSON OR ENTITY WHO IS NOT A PARTY HERETO OR THE SUBSIDIARY OF A PARTY HERETO.

4.2 DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY UNDER ARTICLE X IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES OR LOST PROFITS TO A PERSON OR ENTITY WHO IS NOT A PARTY OR A SUBSIDIARY OF THE INDEMNIFIED PARTY IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND WILL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS ARTICLE IV.

ARTICLE V
FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Article, the Party whose performance is prevented shall give written notice to the other Party, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

ARTICLE VI
NOTICES AND DEMANDS

6.1 Notices. Except as otherwise provided under this Agreement (including Schedule 1.1(a)), all notices, demands or requests which may be given by a Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next business day if sent by overnight courier, or on the date of the

third business day after deposit, postage prepaid, in the United States Mail via Certified Mail return receipt requested, and addressed as set forth below:

If to RECEIVING PARTY, to:

Certegy, Inc. / Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to PROVIDING PARTY, to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to Section 6.1 and this Section 6.2.

ARTICLE VII
REMEDIES

7.1 Remedies Upon Material Breach. In the event of material breach of any provision of this Agreement by a Party, the non-defaulting Party shall give the defaulting Party written notice, and:

(a) If such breach is for RECEIVING PARTY's non-payment of an amount that is not in dispute, the defaulting Party shall cure the breach within thirty (30) calendar days of such notice. If the defaulting Party does not cure such breach by such date, then the defaulting Party shall pay the non-defaulting Party the undisputed amount, any interest that has accrued hereunder through the expiration of the cure period plus an additional amount of interest equal to four percent (4%) per annum above the "prime rate" as announced in the most recent edition of the Wall Street Journal. The Parties agree that this rate of interest constitutes reasonable liquidated damages and not an unenforceable penalty.

(b) If such breach is for any other material failure to perform in accordance with this Agreement, the defaulting Party shall cure such breach within thirty (30) calendar days of the date of such notice. If the defaulting Party does not cure such breach within such period, then the defaulting Party shall pay the non-defaulting Party all of the non-defaulting Party's actual damages, subject to Article IV above.

7.2 Survival Upon Expiration or Termination. The provisions of Section 1.4 (Dispute Resolution), Section 2.4 (Return of Materials), Article IV (Limitation of Liability), Article VI (Notices and Demands), this Section 7.2, Article VIII (Confidentiality), Article X

(Indemnification) and Article XI (Miscellaneous) shall survive the termination or expiration of this Agreement unless otherwise agreed to in writing by both Parties.

ARTICLE VIII
CONFIDENTIALITY

8.1 Confidential Information. Each Party shall use at least the same standard of care in the protection of Confidential Information of the other Party as it uses to protect its own confidential or proprietary information; provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" includes all confidential or proprietary information and documentation of either Party, including the terms of this Agreement, including with respect to each Party, all of its software, data, financial information all reports, exhibits and

other documentation prepared by any of its Subsidiaries or Affiliates. Each Party shall use the Confidential Information of the other Party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purpose. Each Party shall advise its respective employees, subcontractors, and agents of such Party's obligations under this Agreement. The obligations in this Section 8.1 will not restrict disclosure by a Party pursuant to applicable law, or by order or request of any court or government agency; provided, that prior to such disclosure the Party making such disclosure shall (a) immediately give notice to the other Party, (b) cooperate with the other Party in challenging the right to such access and (c) only provide such information as is required by law, court order or a final, non-appealable ruling of a court of proper jurisdiction Confidential Information of a Party will not be afforded the protection of this Article VIII if such Confidential Information was (A) developed by the other Party independently as shown by its written business records regularly kept, (B) rightfully obtained by the other Party without restriction from a third party, (C) publicly available other than through the fault or negligence of the other Party or (D) released by the Party that owns or has the rights to the Confidential Information without restriction to anyone.

8.2 Work Product Privilege. RECEIVING PARTY represents and PROVIDING PARTY acknowledges that, in the course of providing Corporate Services pursuant to this Agreement, PROVIDING PARTY may have access to (a) documents, data, databases or communications that are subject to attorney client privilege and/or (b) privileged work product prepared by or on behalf of the Affiliates of RECEIVING PARTY in anticipation of litigation with third parties (collectively, the "Privileged Work Product") and RECEIVING PARTY represents and PROVIDING PARTY understands that all Privileged Work Product is protected from disclosure by Rule 26 of the Federal Rules of Civil Procedure and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. RECEIVING PARTY represents and PROVIDING PARTY understands the importance of maintaining the strict confidentiality of the Privileged Work Product to protect the attorney client privilege, work product doctrine and other privileges and rights associated with such Privileged Work Product pursuant to such Rule 26 and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. After PROVIDING PARTY is notified or otherwise becomes aware that documents, data, database, or communications are Privileged Work Product, only PROVIDING PARTY personnel for whom such access is necessary for the purposes of providing Services to RECEIVING PARTY as provided in this Agreement shall have access to

such Privileged Work Product. Should PROVIDING PARTY ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, PROVIDING PARTY shall (A) immediately give notice to RECEIVING PARTY, (B) cooperate with RECEIVING PARTY in challenging the right to such access and (C) only provide such information as is required by a final, non-appealable ruling of a court of proper jurisdiction. RECEIVING PARTY shall pay all of the cost incurred by PROVIDING PARTY in complying with the immediately preceding sentence. RECEIVING PARTY has the right and duty to represent PROVIDING PARTY in such resistance or to select and compensate counsel to so represent PROVIDING PARTY or to reimburse PROVIDING PARTY for reasonable attorneys' fees and expenses as such fees and expenses are incurred in resisting such access. If PROVIDING PARTY is ultimately required, pursuant to an order of a court of competent jurisdiction, to produce documents, disclose data, or otherwise act in contravention of the confidentiality obligations imposed in this Article VIII, or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, PROVIDING PARTY is not liable for breach of such obligation to the extent such liability does not result from failure of PROVIDING PARTY to abide by the terms of this Article VIII. All Privileged Work Product is the property of RECEIVING PARTY and will be deemed Confidential Information, except as specifically authorized in this Agreement or as shall be required by law.

8.3 Unauthorized Acts. Each Party shall (a) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any person which shall become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "Unauthorized Access"), (b) promptly furnish to the other Party full details of the Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights, and (d) use commercially reasonable efforts to prevent a reoccurrence of any such Unauthorized Access.

8.4 Publicity. Except as required by law or national stock exchange rule or as allowed by any Ancillary Agreement, neither Party shall issue any press release, distribute any advertising, or make any public announcement or disclosure (a) identifying the other Party by name, trademark or otherwise or (b) concerning this Agreement without the other Party's prior written consent. Notwithstanding the foregoing sentence, in the event either Party is required to issue a press release relating to this Agreement or any of the transactions contemplated by this Agreement, or by the laws or regulations of any governmental authority, agency or self-regulatory agency, such Party shall (A) give notice and a copy of the proposed press release to the other Party as far in advance as reasonably possible, but in any event not less than five (5) days prior to publication of such press release and (B) make any changes to such press release reasonably requested by the other Party. In addition, RECEIVING PARTY may communicate the existence of the business relationship contemplated by the terms of this Agreement internally within PROVIDING PARTY's organization and orally and in writing communicate PROVIDING PARTY's identity as a reference with potential and existing customers.

8.5 Data Privacy. (a) Where, in connection with this Agreement, PROVIDING PARTY processes or stores information about a living individual that is held in automatically

processable form (for example in a computerized database) or in a structured manual filing system ("Personal Data"), on behalf of any Subsidiaries of RECEIVING PARTY or their clients, then PROVIDING PARTY shall implement appropriate measures to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and shall use such data solely for purposes of carrying out its obligations under this Agreement.

(b) RECEIVING PARTY may instruct PROVIDING PARTY, where PROVIDING PARTY processes Personal Data on behalf of Subsidiaries of RECEIVING PARTY, to take such steps to preserve data privacy in the processing of those Personal Data as are reasonably necessary for the performance of this Agreement.

(c) Subsidiaries of RECEIVING PARTY may, in connection with this Agreement, collect Personal Data in relation to PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers involved in providing Corporate Services hereunder. Such Personal Data may be collected from PROVIDING PARTY, its employees, its directors, its officers, or from other (for example, published) sources; and some limited personal data

may be collected indirectly at RECEIVING PARTY's or Subsidiaries of RECEIVING PARTY's locations from monitoring devices or by other means (e.g., telephone logs, closed circuit TV and door entry systems). Nothing in this Section 8.5(c) obligates PROVIDING PARTY or PROVIDING PARTY's employees, directors or other officers to provide Personal Data requested by RECEIVING PARTY. The Subsidiaries of RECEIVING PARTY may use and disclose any such data disclosed by PROVIDING PARTY solely for purposes connected with this Agreement and for the relevant purposes specified in the data privacy policy of the Subsidiary of RECEIVING PARTY, a copy of which is available on request. RECEIVING PARTY will maintain the same level of protection for Personal Data collected from PROVIDING PARTY (and PROVIDING PARTY's employees, directors and officers, as appropriate) as RECEIVING PARTY maintains with its own Personal Data, and will implement appropriate administrative, physical and technical measures to protect the personal data collected from PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access.

ARTICLE IX
REPRESENTATIONS, WARRANTIES AND COVENANTS

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY MADE IN THIS AGREEMENT, PROVIDING PARTY HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS OBTAINED OF THE CONTINUING BUSINESS. ALL OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS, EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS

OBTAINED OF THE CONTINUING BUSINESS ARE HEREBY DISCLAIMED BY PROVIDING PARTY.

ARTICLE X
INDEMNIFICATION

10.1 Indemnification.

(a) Subject to Article IV, RECEIVING PARTY will indemnify, defend and hold harmless PROVIDING PARTY, each Subsidiary and Affiliate of PROVIDING PARTY, each of their respective past and present directors, officers, employees, agents, consultants, advisors, accountants and attorneys ("Representatives"), and each of their respective successors and assigns (collectively, the "PROVIDING PARTY Indemnified Parties") from and against any and all Damages (as defined below) incurred or suffered by the PROVIDING PARTY Indemnified Parties arising or resulting from the provision of Corporate Services hereunder, which Damages shall be reduced to the extent of:

(i) Damages caused or contributed to by PROVIDING PARTY's negligence, willful misconduct or violation or law; or

(ii) Damages caused or contributed to by a breach of this Agreement by PROVIDING PARTY.

"Damages" means, subject to Article IV hereof, all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), costs, liens, forfeitures, settlements, fees or expenses (including reasonable attorneys' fees and expenses and any other expenses reasonably incurred in connection with investigating, prosecuting or defending a claim or Action).

(b) Except as set forth in this Section 10.1(b), PROVIDING PARTY will have no liability to RECEIVING PARTY for or in connection with any of the Corporate Services rendered hereunder or for any actions or omissions of PROVIDING PARTY in connection with the provision of any Corporate Services hereunder. Subject to the provisions hereof and subject to Article IV, PROVIDING PARTY will indemnify, defend and hold harmless RECEIVING PARTY, each Subsidiary and Affiliate of RECEIVING PARTY, each of their respective past and present Representatives, and each of their respective successors and assigns (collectively, the "RECEIVING PARTY Indemnified Parties") from and against any and all Damages incurred or suffered by the RECEIVING PARTY Indemnified Parties arising or resulting from either of the following:

(i) any claim that PROVIDING PARTY's use of the software or other intellectual property used to provide the Corporate Services or Transition Assistance, or any results and proceeds of such Corporate Services or Transition Assistance, infringes, misappropriates or otherwise violates any United States patent, copyright, trademark, trade secret or other intellectual property rights; provided, that such intellectual property indemnity shall not apply to the extent that any such claim arises out of any modification to such software or other

intellectual property made by RECEIVING PARTY without PROVIDING PARTY's authorization or participation, or

(ii) PROVIDING PARTY's gross negligence, willful misconduct, improper use or disclosure of customer information or violations of law;

provided, that in each of the cases described in subclauses (i) through (ii) above, the amount of Damages incurred or sustained by RECEIVING PARTY shall be reduced to the extent such Damages shall have been caused or contributed to by any action or omission of RECEIVING PARTY in amounts equal to RECEIVING PARTY's equitable share of such Damages determined in accordance with its relative culpability for such Damages or the relative fault of RECEIVING PARTY or its Subsidiaries.

10.2 Indemnification Procedures.

(a) Claim Notice. A Party that seeks indemnity under this Article X (an "Indemnified Party") will give written notice (a "Claim Notice") to the Party from whom indemnification is sought (an "Indemnifying Party"), whether the Damages sought arise from matters solely between the Parties or from Third Party Claims. The Claim Notice must contain (i) a description and, if known, estimated amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of facts then known by the Indemnified Party, and (iii) a demand for payment of those Damages. No delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure.

(b) Response to Notice of Claim. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will either: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount and, in which case, the Indemnifying Party will pay the Claimed Amount in accordance with a payment and distribution method reasonably acceptable to the Indemnified Party; or (ii) dispute that the Indemnified Party is entitled to receive all or any portion of the Claimed Amount, in which case, the Parties will resort to the dispute resolution procedures set forth in Section 1.4.

(c) Contested Claims. In the event that the Indemnifying Party disputes the Claimed Amount, as soon as practicable but in no event later than ten (10) days after the receipt of the notice referenced in Section 10.2(b)(ii) hereof, the Parties will begin the process to resolve the matter in accordance with the dispute resolution provisions of Section 1.4 hereof. Upon ultimate resolution thereof, the Parties will take such actions as are reasonably necessary to comply with such agreement or instructions.

(d) Third Party Claims.

(i) In the event that the Indemnified Party receives notice or otherwise learns of the assertion by a person or entity who is not a Party hereto or a

Subsidiary or Affiliate of a Party hereto of any claim or the commencement of any action (a "Third-Party Claim") with respect to which the Indemnifying Party may be obligated to provide indemnification under this Article X, the Indemnified Party will give written notification to the Indemnifying Party of the Third-Party Claim. Such notification will be given within fifteen (15) days after receipt by the Indemnified Party of notice of such Third-Party Claim, will be accompanied by reasonable supporting documentation submitted by such third party (to the extent then in the possession of the Indemnified Party) and will describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Third-Party Claim and the amount of the claimed Damages; provided, however, that no delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. During any period in which the Indemnifying Party has not so assumed control of such defense, the Indemnified Party will control such defense.

(ii) The Party not controlling such defense (the "Non-controlling Party") may participate therein at its own expense.

(iii) The Party controlling such defense (the "Controlling Party") will keep the Non-controlling Party reasonably advised of the status of such Third-Party Claim and the defense thereof and will consider in good faith recommendations made by the Non-controlling Party with respect thereto. The Non-controlling Party will furnish the Controlling Party with such Information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such Party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist the Controlling Party in the defense of such Third-Party Claim.

(iv) The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed; provided, however, that the consent of the Indemnified Party will not be required if (A) the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment, and (B) such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further Liability. The Indemnified Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

ARTICLE XI
MISCELLANEOUS

11.1 Relationship of the Parties. The Parties declare and agree that each Party is engaged in a business that is independent from that of the other Party and each Party shall perform its obligations as an independent contractor. It is expressly understood and agreed that RECEIVING PARTY and PROVIDING PARTY are not partners, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to the Corporate Services. Neither Party is an agent of the other and neither Party has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.

11.2 Employees. (a) PROVIDING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. PROVIDING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

(b) RECEIVING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. RECEIVING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

11.3 Assignment. Neither Party may, in connection with a sale of an asset to which one or more of the Corporate Services relate, assign, transfer or convey any right, obligation or duty, in whole or in part, or of any other interest under this Agreement relating to such Corporate Services without the prior written consent of the other Party, provided, however, that the Parties hereby agree and acknowledge that in the event of a Sale of FIS (as defined in Section 2.1), FIS may assign its interest in this Agreement without the prior written consent of FNF. All obligations and duties of a Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party. Each Party may use its Subsidiaries or subcontractors to perform the Corporate Services; provided that such use shall not relieve such assigning Party of liability for its responsibilities and obligations.

11.4 Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

11.5 Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and their Affiliates and not for any other person. However, should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State's laws and principles regarding the conflict of laws. Subject to Section 1.4, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

11.7 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

11.8 Construction. The headings and numbering of articles, sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions.

11.9 Entire Agreement. This Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof.

11.10 Amendments and Waivers. The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

11.11 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

11.12 Taxes. All charges and fees to be paid to PROVIDING PARTY under this Agreement are exclusive of any applicable taxes required by law to be collected from RECEIVING PARTY (including, without limitation, withholding, sales, use, excise, or services tax, which may be assessed on the provision of Corporate Services). In the event that a

withholding, sales, use, excise, or services tax is assessed on the provision of any of the Corporate Services under this Agreement, RECEIVING PARTY will pay directly, reimburse or indemnify PROVIDING PARTY for such tax, plus any applicable interest and penalties. The Parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

11.13 Changes in Law. PROVIDING PARTY's obligations to provide Corporate Services hereunder are to provide such Corporate Services in accordance with applicable laws as in effect on the date of this Agreement. Each Party reserves the right to take all actions in order to ensure that the Corporate Services and Transition Assistance are provided in accordance with any applicable laws.

11.14 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties, acting through their authorized officers, have caused this Agreement to be duly executed and delivered as of the date first above written.

RECEIVING PARTY:

CERTEGY, INC.
(to be known as Fidelity National Information Services, Inc,)

By /s/ Lee A. Kennedy
Lee A. Kennedy
Chairman and Chief Executive Officer

PROVIDING PARTY:

FIDELITY NATIONAL FINANCIAL, INC.

By /s/ Peter T. Sadowski
Peter T. Sadowski
Executive Vice President and General Counsel

DEFINITIONS AND FORMULAS

FOR PURPOSES OF CALCULATING COST ALLOCATION

For purposes of this Agreement and the Reverse Corporate Service Schedules:

"Direct Employee Compensation" of an employee means the aggregate of such employee's salary, overtime, cash bonus and commission compensation, payroll taxes attributable thereto, group insurance charges and benefits paid by the employer on behalf of or for the benefit of the employee, contributions to any 401k programs or accounts on behalf of or for the benefit of the employee, together with the employee's pro rata portion of the benefits administration expenses (including expenses for prizes or awards allocable to the employee) incurred by the employer.

"Full Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FNF Servicing Employees, means any and all costs incurred by or allocated to that department/cost center other than Direct Employee Compensation of the employees in the department/cost center. Full Departmental Costs include office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, telecommunications and IT equipment, insurance costs, depreciation, amortization, real property and personal property taxes, advertising and promotional expenses (if any), postage, courier and shipping expenses, printing, reproduction, stationary, and office supplies, travel and entertainment expenses, educational, training and recruiting expenses, professional dues and subscriptions, fees, general costs and expenses incurred in connection with the Services that are included in administrative overhead, and the other similar costs that are generally characterized as "overhead"', in each case as allocated to the department/cost center in accordance with PROVIDING PARTY's current overhead cost allocation policy.

"Limited Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FIS Transferred Employees, means any and all costs incurred by or allocated to that department/cost center that are directly related to the physical location of the FIS Transferred Employee within an FNF department/cost center. Limited Departmental Costs include telecommunications and IT equipment, office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, data processing charges and expenses, rental expenses and charges paid to Fidelity Asset Management, Inc. for use of certain office assets and equipment, all as shown on the accounting cost center reports, it being understood that in no event shall any costs be allocated to, or paid by, RECEIVING PARTY hereunder with respect any Transferred Employee to the extent that an equivalent amount of the same cost item is otherwise being allocated to and paid by RECEIVING PARTY with respect to such Transferred Employee.

"Servicing Employee" means an employee of PROVIDING PARTY or its Subsidiaries or its Affiliates who provides services to RECEIVING PARTY and its Subsidiaries under this Agreement.

"Transferred Employee" means an employee of RECEIVING PARTY or its Subsidiaries who is not a Servicing Employee of PROVIDING PARTY, but who is physically located within a PROVIDING PARTY department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred or migrated to RECEIVING PARTY but whose office is still housed with their former department/cost center.

"Standard Allocation", for purposes of the Services provided under this Agreement and the Schedules hereto, including the Cost Allocation section of the Schedules, shall be calculated as follows:

1. Out of Pocket Costs: Direct Charges. Out of Pocket Costs incurred by or on behalf of RECEIVING PARTY or its Subsidiary(s) are charged directly to it and are not part of the Services under this Agreement or the payments to be made for Services hereunder.

2. Direct Employee Compensation: Allocation Based on Work Time Percentage. The Direct Employee Compensation of each PROVIDING PARTY Servicing Employee shall be allocated to RECEIVING PARTY based on the percentage of work time that such Servicing Employee spends in providing the applicable Services to RECEIVING PARTY and its Subsidiaries. Allocations as of the Effective Date will be those reflected in the data and results of October 1, 2005.

   By way of example, for a Servicing Employee of PROVIDING PARTY who has an annual salary of $50,000, a cash bonus of $20,000, and benefits of $10,000, and who spends 40% of his work time on providing Services under this Agreement, the Direct Employee Compensation allocation would be calculated as follows:

   ($50,000 + $20,000 + $10,000) x 40% = $32,000

   In this example, RECEIVING PARTY would be allocated $32,000 of Direct Employee Compensation for this Servicing Employee.

3. Full Departmental (Overhead) Costs for FNF Servicing Employees: Allocation based on Employee Head Count and Percentage of Work Time. In addition to the Direct Employee Compensation, Full Departmental Costs of each department/cost center of PROVIDING PARTY that has Servicing Employees shall be allocated to RECEIVING PARTY based on the employee head count of the Servicing Employees and the average percentage of work time that the Servicing Employees in that department/cost center spend on providing services to RECEIVING PARTY. Under this methodology, RECEIVING PARTY is charged for a percentage of the total Full Departmental Costs that reflects the headcount number of Servicing Employees in that department/cost center, in

relation to the aggregate headcount of all employees in the department/cost center, taking into account average percentage of work time that each Servicing Employee in the department/cost center spends in providing services to RECEIVING PARTY and its Subsidiaries.

By way of example, assume that in a PROVIDING PARTY department/cost center, there are 20 employees, 4 of whom are Servicing Employees, with 2 of those 4 Servicing Employees spending 50% of their work time providing Services to RECEIVING PARTY and its Subsidiaries, and the other 2 of those 4 Servicing Employees spending 10% of their work time providing Services to RECEIVING PARTY and its Subsidiaries. Also assume that we need to allocate $100 of office supplies. The portion of the Full Departmental Costs that will be allocated to RECEIVING PARTY is determined as follows:

First, determine the department/cost center's Servicing Employee headcount allocable to RECEIVING PARTY:

4 Servicing Employees ÷ 20 department/cost center employees = 20%.

Second, use this percentage to determine the amount of the total Full Departmental Costs will be allocated to the Servicing Employees:

20% of the $100 office supplies = $20 allocable to the Servicing Employees

So, based solely on employee headcount, $20 of the total $100 of office supplies are allocable to the Servicing Employees, but a portion of that should be allocable to RECEIVING PARTY.

Third, to determine that portion of the Full Departmental Costs allocable to the Servicing Employees that is allocable to providing services to RECEIVING PARTY and its Subsidiaries, we determine the average work time percentage of the Servicing Employees:

So, if:

2 employee spend 50% of their time on services for RECEIVING PARTY, and 2 employees spend 10% of their time on services for RECEIVING PARTY,

then the average work time percentage for these 4 Servicing Employees is:

(50 + 50 + 10 + 10) = 120 ÷ 4 = 30% average work time percentage

Fourth, apply the average work time percentage of the Servicing Employees in this department/cost center to their share of the total Full Departmental Costs:

30% (average work time percentage) of the $20 of office supplies allocable to these Servicing Employees:

30% x $20 = $6.00 allocable to providing services to RECEIVING PARTY

In this example, $6.00 of the Full Departmental Costs for the $100 of office supplies for this department/cost center will be allocated to RECEIVING PARTY.

4. Limited Departmental (Overhead) Costs for FIS Transferred Employees: Allocation Based on Employee Head Count. Limited Departmental Costs of each department/cost center of PROVIDING PARTY that has Transferred Employees (i.e., RECEIVING PARTY employees who are not Servicing Employees of PROVIDING PARTY, but who are physically located within such department/cost center,

such as persons who are former PROVIDING PARTY employees who have been transferred to RECEIVING PARTY but whose office is still housed with their former department/cost center) shall be allocated to RECEIVING PARTY based on employee head count, determined by applying a percentage reflecting the number of Transferred Employees in that department/cost center, in relation to the number of all employees in the department/cost center.

By way of example, assume that in a PROVIDING PARTY department/cost center, there are 10 employees, 2 of whom are Transferred Employees now employed by RECEIVING PARTY. The portion of the Limited Departmental Costs that will be allocated to RECEIVING PARTY as follows:

2 Transferred Employees ÷ 10 Total Department Employees = 20%.

In this example, 20% of the Limited Departmental Costs of this department/cost center will be allocated to RECEIVING PARTY.

5. Update of Servicing Employee Work Percentages and Transferred Employee Head Count: At Least Every 6 Months. Except to the extent otherwise expressly provided herein, for any given 6-month period, all Direct Employee Compensation to be allocated shall be so allocated on the basis of the applicable work time percentage determined as of the most recent work time percentage review undertaken by PROVIDING PARTY (each a "Work Time Percentage Review"). Work Time Percentage Reviews for all Servicing Employees shall be re-examined and updated by PROVIDING PARTY no less frequently than every 6 months, with the first update after the Effective Date to occur in June 2006. Direct Employee Compensation allocations applicable on the Effective Date and continuing until the completion of the June 2006 Work Time Percentage Review

shall be based on the Work Time Percentage Review undertaken for the calendar month October 2005. Full Departmental Costs and Limited Departmental Costs will be allocated based on the head count (and, if applicable, the work time percentage) determined as of the most recent Work Time Percentage Review. Without limiting the foregoing, changes in work time percentages based on an updated Work Time Percentage Review shall be reviewed and approved by a full-time FIS employee.

6. Terminated or Discontinued Services. If at any time during the Term of this Agreement RECEIVING PARTY terminates or discontinues all or any portion of a Corporate Service prior to the end of the Term or if any Corporate Service (or portion thereof) automatically terminates, pursuant to Section 2.2(b) (hereinafter referred to as a "Discontinued Service"), then effective as of the last day of the calendar month in which such termination or discontinuation is effective, Corporate Service Fees related to the Discontinued Service shall no longer be owing under this Agreement.

AMENDED AND RESTATED EMPLOYEE MATTERS AGREEMENT

This AMENDED AND RESTATED EMPLOYEE MATTERS AGREEMENT (the “Agreement”) is made and entered as of February 1, 2006 by and among **FIDELITY NATIONAL FINANCIAL, INC.**, a Delaware corporation (“FNF”), **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Delaware corporation (“FNIS”), and **CERTEGY, INC.**, a Georgia corporation, to be renamed, in the event of the consummation of the Merger (hereinafter defined), “**Fidelity National Information Services, Inc.**” (“FIS”; and together with FNF and FNIS, the “Parties,” and individually, a “Party”).

RECITALS:

WHEREAS, FNIS previously entered into an Employee Matters Agreement dated as of March 4, 2005 (the “Prior Agreement”) with FNF to set forth their agreement as to certain matters regarding the treatment of, and the compensation and employee benefits provided to, employees of FNIS;

WHEREAS, FIS, C Co Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of FIS (“Merger Co”), and FNIS are parties to that certain Agreement and Plan of Merger dated as of September 14, 2005, as amended by Amendment No. 1 to Agreement and Plan of Merger by and among FIS, Merger Co, and FNIS (as so amended, the ”Merger Agreement”), pursuant to which FNIS will merge with and into Merger Co, with Merger Co being the surviving entity and a wholly owned subsidiary of FIS (the “Merger”);

WHEREAS, it is a condition to the obligations of FIS to consummate the Merger that, among other things, FNIS and FNF shall have amended certain provisions of the Prior Agreement in accordance with Section 6.16 of the Merger Agreement (the “Specified Amendments”);

WHEREAS, in connection with the consummation of the transactions contemplated by the Merger Agreement, on the terms and subject to the conditions of this Agreement, the Parties desire to amend and restate the Prior Agreement in its entirety effective as of, but only in the event of the occurrence of, the Effective Time (as such term is defined in the Merger Agreement), to reflect the Specified Amendments and certain other modifications, and for purposes of joining FIS as a party in substitution of FNIS to effectuate a novation of the Prior Agreement; and

WHEREAS, each of FNF and FNIS has obtained the requisite prior written consent of Thomas H. Lee Equity Fund V, L.P. and TPG Partners III, L.P. to the transactions contemplated hereby pursuant to Section 4.1 of the Prior Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth below and in the Merger Agreement, the Parties hereby agree with legal and binding effect as follows:

ARTICLE I.

DEFINITIONS

The following terms, as used herein, shall have the following meanings:

1.1. “Affiliate” means, with respect to any specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For purposes of this Agreement, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2. “Agreement” has the meaning set forth in the preamble.

1.3. “Code” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

1.4. “Corporate Services Agreement” means that certain FNF Corporate Services Agreement dated as of the Effective Time, between FNF and FIS, as hereafter amended, modified or supplemented.

1.5. “Effective Time” has the meaning set forth in the Merger Agreement.

1.6. “Employee Benefit Plan” means:

(a) any plan, fund, or program that provides health, medical, surgical, hospital or dental care or other welfare benefits, or benefits in the event of sickness, accident or disability, or death benefits, apprenticeship or other training programs, or day care centers, scholarship funds, or prepaid legal services,

(b) any plan, fund, or program that provides retirement income to employees or results in a deferral of income by employees for periods extending to the termination of covered employment or beyond,

(c) any plan, fund or program that provides severance, unemployment, vacation or fringe benefits (including dependent and health care accounts),

(d) any incentive compensation plan, deferred compensation plan, stock option or stock-based incentive or compensation plan, or stock purchase plan, or

(e) any other “employee pension benefit plan” (as defined in Section 3(2) of ERISA), any other “employee welfare benefit plan” (as defined in Section 3(1) of ERISA), and any other written or oral plan, agreement or arrangement involving direct or indirect compensation including, without limitation, insurance coverage, severance benefits, disability benefits, fringe benefits, pension or retirement plans, profit sharing,

deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation.

1.7. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

1.8. "FIS" has the meaning set forth in the preamble.

1.9. "FIS 401(k) Plan" has the meaning set forth in Section 2.1(a).

1.10. "FIS ESPP" has the meaning set forth in Section 3.3.

1.11. "FIS Flex Plans" has the meaning set forth in Section 2.3.

1.12. "FIS Group" means FIS, the FIS Subsidiaries and each Person that FIS controls, directly or indirectly, immediately after the Effective Time.

1.13. "FIS Group Member" means a member of the FIS Group.

1.14. "FIS Health Plans" has the meaning set forth in Section 2.2.

1.15. "FIS Non-Qualified Plan" has the meaning set forth in Section 2.4.

1.16. "FIS Non-U.S. Plans" means the Employee Benefit Plans sponsored or maintained by the FIS Group (i) in which some or all of the Non-U.S. Employees are eligible to participate or (ii) with respect to which some or all of the Non-U.S. Employees constitute an employee group covered thereunder.

1.17. "FNF" has the meaning set forth in the preamble.

1.18. "FNF 401(k) Plan" has the meaning set forth in Section 2.1(a).

1.19. "FNF Employee Benefit Plans" means any Employee Benefit Plan heretofore or hereinafter maintained, contributed to or sponsored by FNF or any Subsidiary of FNF (other than FIS).

1.20. "FNF ESPP" has the meaning set forth in Section 3.3.

1.21. "FNF Flex Plans" has the meaning set forth in Section 2.3.

1.22. "FNF Group" means FNF, the FNF Subsidiaries and each Person that is an Affiliate of FNF (other than any FIS Group Member) immediately after the Effective Time.

1.23. "FNF Group Member" means a member of the FNF Group.

1.24. "FNF Health Plans" has the meaning set forth in Section 2.2.

1.25. "FNF Non-Qualified Plan" has the meaning set forth in Section 2.4.

1.26. "FNF Non-U.S. Plans" means the Employee Benefit Plans sponsored or maintained by the FNF Group (i) in which some or all of the FNIS's Non-U.S. Employees have been eligible to participate immediately prior to the Effective Time or (ii) with respect to which some or all of FNIS's Non-U.S. Employees constituted an employee group covered thereunder immediately prior to the Effective Time even if not yet participating thereunder until completion of all applicable eligibility requirements.

1.27. "FNF Options" has the meaning set forth in Section 3.1(a).

1.28. "FNIS" has the meaning set forth in the preamble.

1.29. "Group Member" means either a member of the FIS Group or a member of the FNF Group, as the context requires.

1.30. "Non-U.S. Employee" means each employee on a non-U.S. payroll who was an employee of FNIS, FNF or an Affiliate thereof, prior to the Effective Time.

1.31. "Party" or "Parties," as the context may require, has the meaning set forth in the preamble.

1.32. "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency, or political subdivision thereof.

1.33. "Subsidiary" or "Subsidiaries," as the context may require, means with respect to any specified Person, any corporation or other legal entity of which such Person controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body.

1.34. “U.S. Employee” means each employee on a U.S. payroll of FNIS, any FNIS Subsidiary or any Person that FNIS controls, directly or indirectly, immediately prior to the Effective Time, who is on a U.S. payroll of an FIS Group Member following the Effective Time and as of the date of determination. A FIS Group Member employee hired after the Effective Time who is placed on the payroll that was maintained by FIS prior to the Effective Time, shall be considered an “U.S. Employee” under Article II of this Agreement for purposes of inclusion in FNF plans and the payment obligations of FNIS in connection therewith.

ARTICLE II.

U.S. EMPLOYEE MATTERS

2.1. 401(k) Plans.

(a) As of, or as soon as practicable after, the Effective Time (but in no event later than December 31, 2006), FIS shall have adopted a 401(k) and profit sharing plan

(the “FIS 401(k) Plan”) substantially similar to the Fidelity National Financial Group 401(k) Profit Sharing Plan (the “FNF 401(k) Plan”). Until such time as FIS establishes the FIS 401(k) Plan, all U.S. Employees will be eligible to participate in the FNF 401(k) Plan under the same terms and conditions that they were eligible to participate immediately prior to the Effective Time. As long as U.S. Employees continue to participate in the FNF 401(k) Plan after the Effective Time, FIS shall (or shall cause an FIS Group Member to) pay in cash its share of the matching contribution due under the FNF 401(k) Plan related to the participation of the U.S. Employees in the FNF 401(k) Plan, in accordance with the applicable Plan contribution procedures. All U.S. Employees shall cease to participate in the FNF 401(k) Plan when the FIS 401(k) Plan becomes effective. FNF shall use commercially reasonable efforts to assist FIS in adopting the FIS 401(k) Plan.

(b) As soon as practicable after the date the FIS 401(k) Plan has received its determination letter from the Internal Revenue Service that it is qualified in form under Section 401(a) of the Code (or earlier if agreed upon by FIS and FNF), FNF shall cause the accounts (if any) of the U.S. Employees, their beneficiaries and their respective alternate payees, if any, under the FNF 401(k) Plan to be transferred to the FIS 401(k) Plan, and FIS shall cause such transferred accounts to be accepted by the FIS 401(k) Plan, in accordance with Section 414(1) of the Code to the extent applicable. Such transfer shall include credit for any company matches allocable for the period ending on the last day such U.S. Employees participate in the FNF 401(k) Plan; it being understood that no condition exists that such U.S. Employee be employed by a participating employer on any other date to be eligible for such allocation. The transfer of such accounts shall be made in cash, interests in mutual funds, securities or other property or in a combination thereof, as the Parties may agree; provided that, to the extent practicable, the transferred accounts shall be reinvested initially in comparable investment options in the FIS 401(k) Plan as such accounts were invested immediately before the date of transfer, except with respect to portions of the transferred accounts invested in FNF common stock. Any outstanding loan balances under the FNF 401(k) Plan to U.S. Employees shall also be transferred with the underlying accounts.

2.2. Employee Welfare Benefit Plans. No later than December 31, 2006, FIS shall have adopted employee welfare benefit plans (as defined in Section 3(1) of ERISA and including, but not limited to, the life insurance, dependent life insurance, accidental death and dismemberment insurance, long- and short-term disability insurance, business travel accident insurance, vision care, employee assistance, retiree life and medical insurance, long-term care insurance, and legal assistance plans) (collectively, the “FIS Health Plans”) that in the sole judgment of FIS are in the aggregate similar to the employee welfare benefit plans maintained by FNF in which certain U.S. Employees participate immediately prior to the Effective Time (collectively, the “FNF Health Plans”). Until such time as FIS establishes the FIS Health Plans, all U.S. Employees will be eligible to participate in the FNF Health Plans on the same terms and conditions as are applicable to other similarly situated employees of the FNF Group. As long as U.S. Employees continue to participate in the FNF Health Plans after the Effective Time, FIS shall (or shall cause an FIS Group Member to) pay to the FNF Group its portion of employer expenses under the FNF Health Plans in accordance with the applicable cost allocation method in effect immediately prior to the Effective Time.

2.3. Health Reimbursement Plan and Dependent Care Plan. No later than December 31, 2006, FIS shall have adopted health and dependent care flexible spending account plans (the “FIS Flex Plans”) substantially similar to the health and dependent care flexible spending account plans maintained by FNF in which certain U.S. Employee’s participate immediately prior to the Effective Time (the “FNF Flex Plans”). As of a date agreed to by the Parties, U.S. Employees shall cease to contribute to the FNF Flex Plans, in accordance with the respective terms of such plans and FNF and FIS agree that account balances of participating U.S. Employees shall be transferred to new FIS Flex Plans.

2.4. Non-Qualified Plans. As of, or as soon as practicable after, the Effective Time (but in no event later than December 31, 2006), FIS shall have adopted a non-qualified deferred compensation plan (the “FIS Non-Qualified Plan”) that is substantially similar to the non-qualified deferred compensation plan maintained by FNF in which certain U.S. Employees participate immediately prior to the Effective Time (the “FNF Non-Qualified Plan”), other than changes required to comply with Section 409A of the Code. Until such time as FIS adopts the FIS Non-Qualified Plan, all U.S. Employees who are eligible to participate in the FNF Non-Qualified Plan shall continue to be eligible to participate in the FNF Non-Qualified Plan, subject to the terms and conditions thereof. FIS (or the applicable FIS Group Member) shall pay to the FNF Group its portion of employer expenses of the FNF Non-Qualified Plan in accordance with the applicable cost allocation method in effect immediately prior to the Effective Time. To the extent liabilities for benefits under the FNF Non-Qualified Plan are transferred to FIS or an FIS Group Member, concurrent with the transfer of such liabilities, assets having a fair market value equal to such liabilities (as determined in good faith by the Parties) shall be transferred to FIS or an FIS Group Member (or a rabbi trust established with respect to the FIS Non-Qualified Plan).

2.5. Non-U.S. Employee Benefits. At, or as soon as practicable after, the Effective Time (but in no event later than December 31, 2006), FIS shall have adopted the FIS Non-U.S. Plans for its Non-U.S. Employees, which plans will provide benefits substantially similar to the benefits provided under the FNF Non-U.S. Plans. Until such time as FIS establishes the FIS Non-U.S. Plans, FIS Non-U.S Employees shall continue to participate in the FNF Non-U.S. Plans on the same terms and conditions as are applicable to other similarly situated FNF Non-U.S. Employees. As long as FIS’s Non-U.S. Employees continue to participate in the FNF Non-U.S. Plans after the Effective Time, FIS shall (or shall cause an FIS Group Member to) pay to the FNF Group its

portion of employer expenses under the FNF Non-U.S. Plans in accordance with the applicable cost allocation method in effect immediately prior to the Effective Time.

ARTICLE III.

STOCK OPTIONS AND STOCK-BASED INCENTIVE COMPENSATION

3.1. FNF Options. All options to purchase FNF common stock ("FNF Options") held by U.S. Employees will remain subject to the same terms and conditions under which they were held as of the Effective Time. Any SFAS 123 or SFAS 123(R) charges related to the FNF Options shall be treated by FIS (or the applicable FIS Group Member) as a contribution to capital by FNF; provided that it is understood by the Parties that FNF shall not be entitled to issuance of any equity in connection with such contribution to capital; provided, further, that no amendments

shall be made to the FNF Options held by U.S. Employees the result of which would result in an increase in any SFAS 123 or SFAS 123(R) charges without the consent of FIS.

3.2. FNF Restricted Stock. All employees of the FIS Group will continue to hold their shares of FNF restricted stock after the Effective Time on the same terms and conditions under which they were held as of the Effective Time. Any SFAS 123 or SFAS 123(R) charges related to the FNF restricted stock shall be treated by FIS (or the applicable FIS Group Member) as a contribution to capital by FNF; provided, it is understood by the Parties that FNF shall not be entitled to issuance of any equity in connection with such contribution to capital; provided further, that no amendments shall be made to the FNF restricted stock held by U.S. Employees the result of which would result in an increase in any SFAS 123 or SFAS 123(R) charges without the consent of FIS.

3.3. Employee Stock Purchase Plan. As of, or as soon as practicable after, the Effective Time (but in no event later than December 31, 2006), FIS shall have adopted an employee stock purchase plan (the "FIS ESPP") that is substantially similar to the employee stock purchase plan maintained by FNF in which certain U.S. Employees participate immediately prior to the Effective Time (the "FNF ESPP"). Until such time as FIS adopts the FIS ESPP, all U.S. Employees who are eligible to participate in the FNF ESPP shall continue to be eligible to participate in the FNF ESPP, subject to the terms and conditions thereof. The U.S. Employees shall participate in the FNF ESPP in accordance with the FNF ESPP provisions in the same manner as FNF employees. FIS (or the applicable FIS Group Member) will be charged and shall pay to the FNF Group its portion of any employer expenses related to the participation of the U.S. Employees in the FNF ESPP in accordance with the applicable cost allocation method in effect immediately prior to the Effective Time.

ARTICLE IV.

MISCELLANEOUS

4.1. Amendment or Termination of Employee Benefit Plans. Notwithstanding anything herein to the contrary, neither the FIS Group nor the FNF Group shall be restricted in any way from amending or, with 30 days advance written notice to the other Party, terminating, at any time or for any reason, their respective Employee Benefit Plans, in whole or in part, or with respect to any employee or group of employees, provided that FNF shall provide FIS with at least 30 days' prior written notice before the effectiveness of any material amendment by FNF of any FNF Employee Benefit Plan; provided, further, FNF shall not amend any FNF Employee Benefit Plan in a manner that materially changes the benefits provided to the U.S. Employees or Non-U.S. Employees or the cost of such benefits without the consent of FIS. In addition, upon reasonable prior written notice, FIS shall have the right in its sole discretion to terminate its participation in any FNF Employee Benefit Plan.

4.2. Entire Agreement. Subject to the provisions of Section 4.8, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written and oral (and all contemporaneous oral) agreements and understandings with respect to the express subject matter hereof. Without limiting the foregoing,

the Parties expressly acknowledge that this Agreement is intended to amend and restate the Prior Agreement in its entirety, and as of, but only in the event of the occurrence of, the Effective Time, the Prior Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement, with the obligations of FNIS under this Agreement being fully discharged. This Agreement may be amended only by a written document signed by both Parties.

4.3. Cooperation. FNF and FIS agree to, and to cause their Group Members to, cooperate and use reasonable efforts to promptly (i) comply with all requirements of this Agreement, ERISA, the Code and other laws and regulations that may be applicable to the matters addressed herein, (ii) subject to applicable law, provide each other with such information reasonably requested by the other Party to assist the other Party in administering the Employee Benefit Plans, including for purposes of auditing and reviewing charges, costs and allocation methodologies with respect to the provision of benefits under the Employee Benefit Plans, (iii) comply with applicable law and regulations and the terms of this Agreement, and (iv) to the extent agreed upon by FIS and FNF, establish one or more replacement Employee Benefit Plans for FIS.

4.4. Dispute Resolution. Each of FNF and FIS mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement, each of FNF and FIS agree that the Dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in the Corporate Services Agreement.

4.5. Third Party Beneficiaries. This Agreement shall not confer third-party beneficiary rights upon any employee of the FIS Group or FNF Group or any other person or entity. Nothing in this Agreement shall be construed as giving to any such employee or other person or entity any legal or equitable right against FNF or FIS (or their respective Group Members). This Agreement shall not constitute a contract of employment and will not give any employee or other person a right to be employed by or retained in the employ of either FNF or FIS (or their respective Group Members), unless the employee or other person would otherwise have that right under applicable law. This Agreement shall not be deemed to change that at-will status of any employee.

4.6. Employment Records. The Parties agree that on or within a reasonable time period after the Effective Time, the FNF Group shall provide to the FIS Group all employment records for the U.S. Employees and Non-U.S. Employees required to be kept under applicable law or necessary for the conduct of the business of the FIS Group, provided (a) that such records shall not include any records to the extent such a transfer would violate applicable law or cause an FNF Group Member to break any agreement with a third party, and (b) that such records are in the possession of the FNF Group. The FNF Group may make, at its expense, and keep copies of such records. After the Effective Time, as may be necessary for any business purpose of the FNF Group or to permit the FNF Group to respond to any government inquiry or audit, defend any claim or lawsuit or administer any FNF Employee Benefit Plan, the FIS Group will allow the FNF Group reasonable access to and, if requested, copies of any records relating to such employees. The FNF Group shall be responsible for the cost associated with the production and

copies of such requested documents. Each Party acknowledges (for itself and its respective Group Members) that the other Party and their respective Group Members are under no obligation to retain the above-described records for a period of time that exceeds such other Party's internal document retention policy, or applicable law, whichever is greater.

4.7. Termination; Cost Limitation. This Agreement shall terminate when services are no longer being provided herein. During the term of this Agreement and until the third anniversary of the date on which this Agreement is terminated, FNF shall indemnify and hold harmless FIS and each FIS Group Member for any liability arising or related to any of the FNF Employee Benefit Plans (including, without limitation, liability related to administration of the FNF Employee Benefit Plans) other than the actual costs for services or charge for benefits charged to FIS as contemplated herein, provided that such liability arises out of or relates to negligent conduct, willful misconduct or the violation of law by FNF or any FNF Group Member.

4.8. Conditional Effectiveness; Novation. The Parties hereby acknowledge and agree that this Agreement shall (a) become effective as of, but only in the event of the occurrence of, the Effective Time (as defined in the Merger Agreement), in which case this Agreement shall constitute a novation of the Prior Agreement, and the rights and obligations of FNIS thereunder will thereby be deemed to have been fully extinguished contemporaneously with the Effective Time; and (b) automatically terminate in the event that the Merger Agreement is terminated in accordance with its terms, in which case the Prior Agreement shall remain in effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the Parties as of the date set forth above have executed this Amended and Restated Employee Matters Agreement.

FIDELITY NATIONAL FINANCIAL, INC.

By /s/ Peter T. Sadowski
Name: Peter T. Sadowski
Title: Executive Vice President & General Counsel

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Senior Vice President

CERTEGY, INC.
(to be known as Fidelity National Information Services, Inc,)

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

FIRST AMENDMENT TO TAX MATTERS AGREEMENT

This FIRST AMENDMENT (the "Amendment") to the TAX MATTERS AGREEMENT dated as of March 4, 2005 (the "Tax Agreement"), is entered into as of February 1, 2006 between **Fidelity National Financial, Inc.** ("FNF"), a Delaware corporation, and **Fidelity National Information Services, Inc.**, a Delaware corporation that, after the effectiveness of the Merger hereinafter defined, will be merged with and into C Co Merger Sub, LLC ("Merger Co"), which will thereafter be known as "Fidelity National Information Services, LLC" ("FNI Co"); and it is approved by each of those persons executing this Amendment in addition to FNF and FNI Co.

RECITALS

WHEREAS, FNF, FNI Co and certain named purchasers (the "Purchasers") entered into a Stock Purchase Agreement dated December 23, 2004 and amended and restated as of March 9, 2005 (as so amended and restated, the "Purchase Agreement"), under which FNI Co agreed to issue and sell to the Purchasers shares of common stock representing 25 percent of the issued and outstanding commons stock of FNI Co; and

WHEREAS, the Purchase Agreement includes provisions whereby FNF agreed to indemnify FNI Co for certain taxes allocable to periods before the closing date of the Purchase Agreement (the "Issuance Date"); and

WHEREAS, in connection with the Purchase Agreement, FNF and FNI Co entered into the Tax Agreement in which FNF and FNI Co agreed to provide for the ongoing preparation and filing of tax returns and for the allocation and payment of taxes as between the FNI Co Group and the FNF Legacy Group after the Issuance Date; and

WHEREAS, the Tax Agreement includes provisions whereby FNF agreed to indemnify FNI Co and its subsidiaries (the "FNI Co Group"), and FNI Co agreed to indemnify FNF and any subsidiary of FNF other than a member of the FNI Co Group (the "FNF Legacy Group"), for certain state taxes allocable to periods after the Issuance Date, and whereby FNI Co agreed to indemnify the FNF Legacy Group for certain taxes allocable to periods before the Issuance Date; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc. ("Certegy"), C Co Merger Sub, LLC ("Merger Co"), and FNI Co, including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger") with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, FNF and FNI Co have agreed to make certain amendments to the Tax Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

---

1. Definition of "FIS Group" Amended. The definition of "FIS Group" in Section 1.1 of the Tax Agreement shall be amended to read as follows:

> "FIS Group" includes (i) FIS (which, after the Merger hereinafter defined, will be known as "Fidelity National Information Services, LLC"), (ii) any Subsidiary of FIS, and (iii) with respect to Taxes allocable to Taxable Periods that commence after the Merger Effective Date of the Merger Agreement hereinafter defined, Certegy Inc. (which, after the Merger hereinafter defined, will be known as "Fidelity National Information Services, Inc.") and (iv) any Subsidiary of Certegy Inc. For purposes hereof, "Merger Agreement" means the Agreement and Plan of Merger dated as of September 14, 2005 among Certegy Inc., C Co Merger Sub, LLC ("Merger Co"), and FIS; and "Merger" means the consummation of the transactions whereby FIS merges with and into Merger Co, with Merger Co as the surviving entity. For purposes hereof, "Merger Effective Date" means the date and time at which the Merger becomes effective.

2. New Section 4.1(d). Existing Section 4.1(d) of the Tax Agreement shall be re-designated Section 4.1(e), and a new Section 4.1(d) shall be added to read as follows:

> Subject to the provisions of Section 4.2(b), FNF will indemnify and hold harmless FIS and each other member of the FIS Group against any and all Taxes and Tax Losses relating to Taxable Periods (or portions thereof) that end on the Issuance Date to the extent such Taxes are allocated to any FNF Legacy Group company pursuant to Schedule I.

3. Section 7.7 Amended. Section 7.7 of the Tax Agreement shall be amended to add to the end of that provision the following language:

> It is expressly understood and agreed by the parties hereto that the provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by C Co Merger Sub, LLC (which, after the effectiveness of the Merger, will be known as "Fidelity National Information Services, LLC").

4. Section 7.17(b) Deleted. Section 7.17(b) of the Tax Agreement shall be stricken from the Tax Agreement in its entirety.

5. Effectiveness. Notwithstanding the date hereof, this Amendment shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

[signature page to follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed by a duly authorized officer as of the date first above written.

FIDELITY NATIONAL FINANCIAL, INC.

By /s/ Raymond R. Quirk
Raymond R. Quirk
Chief Executive Officer

FIDELITY NATIONAL INFORMATION SERVICES, INC.
(to be known as Fidelity National Information Services, LLC)

By /s/ Michael L. Gravelle
Michael L. Gravelle
Senior Vice President

[consents to this Amendment follow]

[SIGNATURE PAGE TO TAX MATTERS AMENDMENT]

By signing below, each of the Purchasers expressly approves this Amendment as required by Section 7.17(b) of the Tax Agreement.

THOMAS H. LEE EQUITY (CAYMAN) FUND V, L.P.

By: THL Equity Advisors V, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors LLC, its general partner

By /s/ Thomas M. Hagerty
Thomas M. Hagerty
Managing Director

THOMAS H. LEE INVESTORS LIMITED PARTNERSHIP

By: THL Investment Management Corp., its general partner

By /s/ Thomas M. Hagerty
Thomas M. Hagerty
Title:

THOMAS H. LEE EQUITY FUND V, L.P.

By: THL Equity Advisors V, LLC, its general partners
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors LLC, its general partner

By /s/ Thomas M. Hagerty
Thomas M. Hagerty
Managing Director

THOMAS H. LEE PARALLEL FUND V, L.P.

By: THL Equity Advisors V, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors LLC, its general partner

By /s/ Thomas M. Hagerty
Thomas M. Hagerty
Managing Director

THL FNIS HOLDINGS, LLC

By: THL Equity Advisors V, LLC, its manager
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors LLC, its general partner

By /s/ Thomas M. Hagerty
Thomas M. Hagerty
Managing Director

PUTNAM INVESTMENTS EMPLOYEES' SECURITIES COMPANY I LLC

By: Putnam Investment Holdings, LLC, its managing member
By: Putnam Investments, LLC, its managing member

By /s/ Robert T. Burns
Robert T. Burns
Managing Director

PUTNAM INVESTMENTS EMPLOYEES' SECURITIES COMPANY II LLC

By: Putnam Investment Holdings, LLC, its managing member
By: Putnam Investments, LLC, its managing member

By /s/ Robert T. Burns
Robert T. Burns
Managing Director

PUTNAM INVESTMENT HOLDINGS, LLC

By: Putnam Investments, LLC, its managing member

By /s/ Robert T. Burns
Robert T. Burns
Managing Director

TPG PARTNERS IV, L.P.

By: TPG GenPar IV, L.P., its general partner
By: TPG Advisors IV, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria
Vice President

TPG PARTNERS III, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria

Vice President

TPG FNIS HOLDINGS, LLC

By: TPG GenPar IIII, L.P., its manager
By: TPG Advisors III, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria
Vice President

TPG PARALLEL III, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria
Vice President

TPG INVESTORS III, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria
Vice President

FOF PARTNERS III, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria
Vice President

FOF PARTNERS III-B, L.P.

By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria
Vice President

TPG DUTCH PARALLEL III, C.V.

By: TPG GenPar Dutch, L.L.C., its general partner
By: TPG GenPar III, L.P., its general partner
By: TPG Advisors III, Inc., its general partner

By /s/ David A. Spuria
David A. Spuria
Vice President

EVERCORE METC CAPITAL PARTNERS II L.P.

By: Evercore Partners II L.L.C., its general partner

By /s/ Kathleen G. Reiland
Kathleen G. Reiland
Senior Managing Director

BANC OF AMERICA CAPITAL INVESTORS, L.P.

By: Banc of America Capital Management, L.P.,
Its general partner

By /s/ Robert L. Edwards, Jr.
Robert L. Edwards, Jr.
Authorized Signatory

AMENDED AND RESTATED

INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT** (this "Agreement"), dated as of February 1, 2006 (the "Effective Date"), is entered into by and between **Fidelity National Financial, Inc.**, a Delaware corporation ("FNF"), and **Certegy Inc.**, a Georgia corporation that, after the effectiveness of the Merger hereinafter defined, will be known as "Fidelity National Information Services, Inc." ("FIS"). FNF and FIS are each herein referred to as a "Party" and together, as the "Parties."

W I T N E S S E T H:

WHEREAS, Fidelity National Information Services, Inc., a Delaware corporation ("FNI Co") that will merge with and into C Co Merger Sub, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of Certegy Inc. ("Merger Co"), previously entered into an Intellectual Property Cross License Agreement dated as of March 4, 2005 (the "Prior Agreement") with FNF; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger dated as of September 14, 2005 (as amended, the "Certegy Merger Agreement"), among Certegy Inc., Merger Co, and FNI Co, including the effectiveness of the merger of FNI Co with and into Merger Co (the "Merger"), with Merger Co (which will thereafter be known as "Fidelity National Information Services, LLC") as the surviving entity, the Parties wish to amend and restate the Prior Agreement in its entirety to reflect these modifications and certain other modifications agreed to between the Parties; and

WHEREAS, FNF has the authority and power, or has caused members of the FNF Group to authorize and empower FNF, to deliver the rights herein granted to FIS, and FIS has the authority and power, or has caused members of the FIS Group to authorize and empower FIS, to deliver the rights herein granted to FNF;

NOW, THEREFORE, in consideration of the premises, and of the cross representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Certain Definitions

(a) "Competitors" for FNF shall mean those companies set forth on Schedule 1(a)(i) and for FIS shall mean those companies set forth on Schedule 1(a)(ii).

(b) "Confidential Information" has the meaning set forth in Section 8(a).

(c) "Copyright" means each of the FNF Copyrights and the FIS Copyrights.

(d) "Dispute" has the meaning set forth in Section 9(a).

(e) "Fidelity Mark" has the meaning set forth in Section 3(e).

(f) "FIS Copyrights" has the meaning set forth in Section 2(b).

(g) "FIS Group" means FIS, Subsidiaries of FIS, and each Person that FIS directly or indirectly controls (within the meaning of the Securities Act) immediately after the Effective Date, and each other Person that becomes an Affiliate of FIS after the Effective Date, including without limitation, FNI Co.

(h) "FIS Intellectual Property" has the meaning set forth in Section 2(f).

(i) "FIS Marks" has the meaning set forth in Section 2(c).

(j) "FIS Patents" has the meaning set forth in Section 2(d).

(k) "FIS Subsidiary" or "FIS Subsidiaries" (as the context may require) means one or more of the Subsidiaries of FIS.

(l) "FIS Trade Secrets" has the meaning set forth in Section 2(e).

(m) "FNF Copyrights" has the meaning set forth in Section 2(b).

(n) "FNF Group" means FNF, the FNF Subsidiaries and each Person that is an Affiliate of FNF (other than any member of the FIS Group) immediately after the Effective Date, and each other Person that becomes an Affiliate of FNF after the Effective Date.

(o) "FNF Intellectual Property" has the meaning set forth in Section 2(f).

(p) "FNF Marks" has the meaning set forth in Section 2(c).

(q) "FNF Patents" has the meaning set forth in Section 2(d).

(r) "FNF Trade Secrets" has the meaning set forth in Section 2(e).

(s) “FNF Subsidiary” or “FNF Subsidiaries” (as the context may require) means one or more of the Subsidiaries of FNF, excluding the FIS Group.

(t) “FNI Co” means Fidelity National Information Services, Inc., a Delaware corporation that will merge with and into Merger Co.

(u) “FNT” means Fidelity National Title Group, Inc., a Delaware corporation and an FNF Subsidiary.

(v) “Granting Party” has the meaning set forth in Section 2(a).

(w) “Granting Party Group” means (i) the FNF Group in those instances where FNF is the Licensor Party and (ii) the FIS Group in those instances where FIS is the Licensor Party.

(x) “Intellectual Property” has the meaning set forth in Section 2(f).

(y) “Intercompany Agreements” means the following agreements each executed on or about, and dated as of, the Effective Date, unless otherwise indicated herein:

(i) this Amended and Restated Intellectual Property Cross License Agreement between FNF and FIS;

(ii) the Master IT Services Agreement (as hereinafter defined);

(iii) the Amended and Restated Corporate Services Agreement between FNT and FIS;

(iv) the Amended and Restated Reverse Corporate Services Agreement between FNT and FIS;

(v) the FNF Corporate Services Agreement between FNF and FIS;

(vi) the Employee Matters Agreement between FNF and FIS;

(vii) the Amended and Restated OTS and OTS GOLD Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;

(viii) the Amended and Restated SIMON Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;

(ix) the Amended and Restated TEAM Software License Agreement Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;

(x) the Amended and Restated SoftPro Software License Agreement between Fidelity National Information Solutions, Inc. and FNT;

(xi) the Amended and Restated Cross Conveyance and Joint Ownership Agreement, between LSI Title Company and Rocky Mountain Support Services, Inc. regarding “eLender Solutions”;

(xii) the Amended and Restated eLender Solutions Software Development and Property Allocation Agreement between Rocky Mountain Support Services, Inc. and LSI Title Company;

(xiii) the Amended and Restated TitlePoint Software Development and Property Allocation Agreement between Rocky Mountain Support Services, Inc. and Property Insight, LLC;

(xiv) the Tax Matters Agreement dated as of March 4, 2005 between FNF and FNI Co, as amended by the First Amendment to Tax Matters Agreement dated as of February 1, 2006 among FNF between FIS;

(xv) the Tax Sharing Agreement by and among FNF and National Title Insurance of New York, Fidelity National Tax Service, Inc. and LSI Title Company;

(xvi) the Transitional Cost Sharing Agreement dated as of April 14, 2005 by and among FIS Management Services, LLC, Lender’s Service Title Agency, Inc., LSI Alabama, LLC, LSI Maryland, Inc., LSI Title Agency, Inc., LSI Title Company, LSI Title Company of Oregon, LLC, Chicago Title Insurance Company, and National Title Insurance of New York Inc.;

(xvii) the Title Plant Maintenance Agreement dated as of March 4, 2005 by and among Rocky Mountain Support Services, Inc., Security Union Title Insurance Company, Chicago Title Insurance Company, Ticor Title Insurance Company;

(xviii) the Amended and Restated Master Title Plant Access Agreement between Property Insight, LLC and Rocky Mountain Support Services, Inc.;

(xix) the Cost Sharing Agreement dated as of March 4, 2005 by and among Rocky Mountain Support Services, Inc., Security Union Title Insurance Company, Chicago Title Insurance Company, Ticor Title Insurance Company, and certain other subsidiaries of FNT;

(xx) the Title Plant Management Agreement dated as of May 17, 2005 between Property Insight, LLC and Ticor Title Insurance Company of Florida;

(xxi) the Amended and Restated Title Plant Master Services Agreement between Rocky Mountain Support Services, Inc. and Property Insight, LLC;

(xxii) the Amended and Restated Starters Repository Access Agreement between FNT and FNI Co;

(xxiii) the Amended and Restated Back Plant Repository Access Agreement between FNT and FNI Co;

(xxiv) the Amended and Restated License and Services Agreement between FNT and FNI Co;

(xxv) the Amended and Restated Lease Agreement between Fidelity Information Services, Inc. and FNT; and

(xxvi) any other agreement that would fall within the definition of "Intercompany Agreements" in the Certegy Merger Agreement, as amended and as may hereafter be amended from time to time.

(z) "Licensee Party" has the meaning set forth in Section 2(a).

(aa) "Licensee Party Group" means (i) the FNF Group in those instances where FNF is the Licensee Party and (ii) the FIS Group in those instances where FIS is the Licensee Party.

(bb) "Mark" means each of the FNF Marks and the FIS Marks.

(cc) "Master IT Services Agreement" means the Master Information Technology Agreement by and between FNF and Fidelity Information Services, Inc. dated as of the Effective Date.

(dd) "Party" has the meaning set forth in the preamble.

(ee) "Patent" means each of the FNF Patents and the FIS Patents.

(ff) "Permitted Sublicensee" has the meaning set forth in Section 2(g)(i).

(gg) "Person" means (i) for all Sections of this Agreement, except in the context of "Sale of FIS", an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency, or political subdivision thereof and (ii) for "Sale of FIS", the meaning set forth in the definition for "Sale of FIS."

(hh) "Sale of FIS" means an acquisition by any Person (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and used in Sections 13(d) and 14(d) thereof ("Person")) of Beneficial Ownership (within the meaning of Rule 13d-3 under the Exchange Act ("Beneficial Ownership")) of 50% or more of either the then outstanding shares of FIS common stock or the combined voting power of the then outstanding voting securities of FIS entitled to vote generally in the election of directors; excluding, however, the following: (A) any acquisition directly from FIS, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from FIS or (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by FIS or a member of the FIS Group.

(ii) "Subsidiary" means, with respect to any specified Person, any corporation or other legal entity of which such Person controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body.

(jj) "Trade Secret" means each of the FNF Trade Secrets and the FIS Trade Secrets.

(kk) "Unauthorized Access" has the meaning set forth in Section 8(b).

2. Reciprocal Grants

(a) *Reciprocal Grant of Rights*. Each Party grants hereby certain rights in Intellectual Property (defined and scheduled below) and Trade Secrets and, with respect to such rights, shall be termed the "Granting Party"; with respect to such rights, the grantee shall be termed the "Licensee Party." The following basic grants shall control each identified type of Intellectual Property and Trade Secrets, but each grant shall be subject to any further conditions adjoining the specific item of Intellectual Property as scheduled (for Copyrights on Schedule 2(b), for Marks on Schedule 2(c), and for Patents on Schedule 2(d)). Where a Party is granted a right to sublicense pursuant to this Section 2, any sublicense granted pursuant to such right shall comply with Section 2(g) below.

(b) *Copyrights.*

(i) FNF hereby grants to FIS a non-exclusive, irrevocable, non-terminable, worldwide, royalty-free license, to use, sell services arising from, sublicense, operate, alter, modify, adapt, perform, distribute, create derivative works from, display, copy and exploit any other rights of ownership now existing or hereafter created with respect to (A) the copyrighted materials (including but not limited to software) owned by a member of the FNF Group and listed or described on Schedule 2(b) or (B) or materials that (1) are unregistered, (2) are not software or data processed by software in connection with the

business of FNF Group, (3) FIS Group was using prior to the Effective Date and (4) do not have substantial commercial value (collectively, the materials described in subparagraphs A and B are the "FNF Copyrights"), subject to the terms and conditions hereof.

(ii) FIS hereby grants to FNF a non-exclusive, irrevocable, non-terminable, worldwide, royalty-free license, to use, exploit, sell services arising from, sublicense, operate, alter, modify, adapt, perform, distribute, create derivative works from, display, copy and exploit any other rights of ownership now existing or hereafter created with respect to (A) the copyrighted materials (including but not limited to software) owned by a member of the FIS Group and listed or described on Schedule 2(b) or (B) or materials that (1) are unregistered, (2) are not software or data processed by software in connection with the business of FIS Group, (3) FNF Group was using prior to the Effective Date and (4) do not have substantial commercial value (collectively, the materials described in subparagraphs A and B are the "FIS Copyrights"), subject to the terms and conditions hereof.

(c) *Marks.*

(i) FNF hereby grants to FIS for the term of this Agreement a non-exclusive, worldwide, revocable, royalty-free license, to use, sublicense, display and reproduce the trade and service marks owned by a member of the FNF Group and listed on Schedule 2(c) (the "FNF Marks"), terminable as provided below, by FNF (and with respect to sublicenses to the FIS Group, by FIS) for the goods and services as set forth on Schedule 2(c). Notwithstanding the foregoing, one or more upper level domain names substantially matching an FNF Mark may also be scheduled and licensed hereunder, and shall be licensed, if at all, exclusively.

(ii) FIS hereby grants to FNF for the term of this Agreement, a non-exclusive, worldwide, revocable, royalty-free license, to use, sublicense, display and reproduce the trade and service marks owned by a member of the FIS Group and listed on Schedule 2(c) (the "FIS Marks"), terminable as provided below, by FIS (and with respect to sublicenses to the FNF Group, by FNF) for the goods and services as set forth on Schedule 2(c). Notwithstanding the foregoing, one or more upper level domain names substantially matching an FIS Mark may also be scheduled and licensed hereunder, and shall be licensed, if at all, exclusively.

(iii) Each license and each sublicense of a Mark shall be separately terminable on the following conditions:

Each Licensee Party or sublicensee of a Mark hereunder shall observe the following quality control standards and procedures:

A) Licensee Party shall assure that the nature and quality of products and services that are marketed, advertised, sold or serviced using Granting Party Marks subject to this Agreement will meet or exceed all applicable governmental and regulatory standards and requirements and initially shall be of a high quality consistent with the quality of the products and services of the Licensee Party as provided by the Licensee Party (or its sublicensees) prior to the date hereof, and throughout the term hereof, recognizing that Licensee Party's business shall change, its products

and services shall continue to be of a high quality commensurate with industry standards. Each Party acknowledges that the Licensee Party has maintained the products and services offered under the Marks at a high quality and enforced quality control standards regarding the nature and quality of products and services that are marketed, advertised, sold or serviced using Granting Party's Marks prior to the date hereof. Granting Party may from time to time request, and Licensee Party agrees to reasonably provide, samples of marketing materials, advertisements, and other information regarding Licensee Party's or sublicensee's products and services which samples shall be used only for the purpose of verifying Licensee Party's compliance with quality control. The Parties shall mutually agree upon and comply with guidelines for reasonable usage of the Marks.

B) All goodwill arising from its use of Granting Party Marks shall inure solely to the benefit of the Granting Party and neither during, nor after, termination of this Agreement shall a Licensee Party or any sublicensee assert any claim to such goodwill. Additionally, each such Licensee Party and sublicensee agrees not to take any action that would be detrimental to the goodwill associated with such Marks.

If a Granting Party of a Mark shall give written notice to a Licensee Party of the Licensee Party's material failure (or the material failure of any of its sublicensees) to maintain or observe the requisite quality controls set forth above and if, within sixty (60) days of Licensee Party's receipt of such notice, (i) the failure has not been cured or (ii) a reasonable plan of cure has not been presented by the Licensee Party to the Granting Party and the Licensee Party (or sublicensee) of the Mark in breach has not begun to implement such plan, then the Granting Party may suspend all rights for use of said Mark by the relevant Licensee Party or sublicensee until such time as such failure is cured. If a plan of cure is implemented and has not resulted in a cure within one (1) year of notice of material failure, the license of such Mark to such user shall terminate. If a license to a Licensee Party sublicensee is so terminated, such Licensee Party may not issue a new sublicense for a Mark to such sublicensee without prior written consent of the Granting Party.

(d) *Patents*.

(i) FIS hereby grants to FNF an irrevocable, non-terminable, non-exclusive, worldwide, royalty-free license, to use, sublicense, make, create improvements of, market, sell, offer for sale, and exploit any other rights of ownership now existing or hereafter created with respect to goods and services using or arising from processes or inventions subject to patents owned by a member of the FIS Group and listed on Schedule 2(d) (the "FIS Patents") subject to the terms and conditions hereof.

(ii) FNF hereby grants to FIS an irrevocable, non-terminable, non-exclusive, worldwide, royalty-free license, to use, sublicense, make, create improvements of, market, sell and exploit any other rights of ownership now existing or hereafter created with respect to goods and services using or arising from processes subject to patents owned by a

member of the FNF Group and listed on Schedule 2(d) (the "FNF Patents") subject to the terms and conditions hereof.

(e) *Trade Secrets/Know-How*.

(i) FIS hereby grants to FNF an irrevocable, non-terminable (except as set forth herein), non-exclusive, worldwide, royalty-free license, to use, sublicense, make, create improvements of, market, sell and exploit any other rights of ownership now existing or hereafter created with respect to goods and services using or arising from know-how or trade secrets owned by a member of the FIS Group and used by a member of the FNF Group prior to the Effective Date (the "FIS Trade Secrets"), subject to the terms and conditions hereof.

(ii) FNF hereby grants to FIS an irrevocable, non-terminable (except as set forth herein), non-exclusive, worldwide, royalty-free license, to use, sublicense, make, create improvements of, market, sell and exploit any other rights of ownership now existing or hereafter created with respect to goods and services using or arising from trade secrets or know-how owned by a member of the FNF Group and used by a member of the FIS Group prior to the Effective Date (the "FNF Trade Secrets"), subject to the terms and conditions hereof.

(f) *Intellectual Property.* The Patents, Marks and Copyrights shall be collectively termed the "Intellectual Property" and the Intellectual Property owned by FNF or FIS shall be termed, respectively, the "FNF Intellectual Property" and the "FIS Intellectual Property."

(g) *Sublicense Limitations.* Each grant hereunder is subject to the right of sublicense (without further consent from the Granting Party) in accordance with the following limitations:

(i) Sublicenses may be granted hereunder by a Licensee Party solely to members of the Licensee Party Group, effective upon written notice to the Granting Party, which notice discloses the specific Intellectual Property or Trade Secret that has been sublicensed and the name and address of the sublicensee. A Licensee Party, who prior to the Effective Date, granted or whose members of the Licensee Party Group granted sublicenses of Intellectual Property outside of the Licensee Party Group to their respective end-user customers and/or resellers (which resellers are not Competitors of the Granting Party) as part of the normal conduct of their respective businesses or who can show that it or members of the Licensee Party Group were planning within the first year after the Effective Date to grant sublicenses of Intellectual Property to their respective end-user customers and/or resellers (which resellers are not Competitors of the Granting Party) as part of the normal conduct of their respective businesses (all such end-users and resellers are, collectively, the "Permitted Sublicensees"), may grant or permit sublicenses within the Granting Party Group to grant further sublicenses of such Intellectual Property as had previously been so granted or as had been planned to be so granted within the first year after the Effective Date as part of such normal conduct of business to Permitted Sublicensees upon written notice to the Granting Party, which notice shall disclose the specific Intellectual Property that has been sublicensed and the name and address of the Permitted Sublicensee. A Licensee Party shall not grant sublicenses, directly or

indirectly, of the Intellectual Property of the Granting Party to a Competitor of the Granting Party; provided that the Licensee Party can grant a sublicense to a Competitor of a Granting Party for Copyrights or Patents of the Granting Party solely for the benefit of Licensee Party's internal business or the business of the members of the Licensee Party Group. In no event shall a Licensee Party shall grant sublicenses, directly or indirectly, of the Trade Secrets of the Granting Party to a Competitor of the Granting Party or otherwise provide access to the Trade Secrets of the Granting Party to a Competitor of the Granting Party.

(ii) Except as otherwise set forth in Schedules 2(b), (c), or (d), which may be amended in accordance with Section 2(h), or as permitted by Section 2(g)(i), a Licensee Party may grant sublicenses to any Person who is not in the Licensee Party Group only upon prior written consent of the Granting Party. Except as otherwise set forth in Schedules 2(b), (c) or (d), which may be amended in accordance with Section 2(h), or as permitted by Section 2(g)(i), if a Licensee Party proposes to sublicense any Intellectual Property licensed to it hereunder to a Person outside its Group and who is a Permitted Sublicensee, the Granting Party shall consider such proposal in good faith and may approve same on such conditions as it deems appropriate in its reasonable business judgment.

(iii) The Licensee Party agrees to impose, on each of its sublicensees, obligations to comply with the terms of this Agreement, including without limitation, obligations regarding confidentiality and the return and/or destruction of Trade Secrets and related documents and materials pursuant to Section 8 hereof and shall not permit any sublicensee to grant further sublicenses without the prior written approval of the Granting Party.

(iv) Any sublicense of a Copyright or Patent shall include provisions to enable the sublicensee's compliance with Section 3(d) below.

(v) A Licensee Party (A) shall be and remain liable to the Granting Party for each sublicensee of the Licensee Party and any breach of the terms of the applicable sublicense and this Agreement and (B) shall use its commercially reasonable best efforts to minimize any damage (current and prospective) done to the Granting Party as a result of any such breach.

(vi) Any other limitations set forth in Schedules 2(b), (c) and (d) shall apply.

(h) *Schedule Changes*. At any time prior to six months after the Sale of FIS, Schedules 2(b), (c) and (d) shall be amended from time to time, by one Party giving written notice to the other, to add, modify or delete (i) any FNF Intellectual Property that is a Patent or Copyright (other than data and software with substantial commercial value) that any member of the FIS Group was using prior to becoming an FIS Subsidiary and which is necessary to the business of such member unless such addition would be prohibited by any enforceable obligation of FNF prior to the date hereof, in which event the Parties will take all commercially reasonable efforts to enable the addition, in each case with such addition having retroactive effect to the Effective Date, and (ii) any FIS Intellectual Property that is a Patent or Copyright (other than data and software with substantial commercial value) that any member of the FNF Group was using prior to the Effective

Date which is necessary to the business of such member, unless such addition would be prohibited by any other enforceable obligation of FIS prior to the date hereof, in which event the Parties will take all commercially reasonable efforts to enable the addition, in each case with such addition having retroactive effect to the Effective Date.

(i) *Other Useful Intellectual Property*. If, within one year from the Effective Date, a Party identifies a copyright, patent or mark owned by a member of the other Party's Group prior to the Effective Date and not scheduled hereunder which would otherwise qualify as Intellectual Property, but which such Party was *not* using before the Effective Date, which it (or a member of its Group) deems useful in its business, the Party which owns (or a member of whose Group owns) such item of intellectual property agrees to negotiate in good faith to arrive at reasonable commercial terms of license but, for the avoidance of doubt, is not bound to conclude a license.

(j) *Inconsistency with Intercompany Agreement*. In the event of a conflict or inconsistency between the terms of this Agreement and any other Intercompany Agreement concerning or implicating the licensing of Patents, Copyrights or Trade Secrets, the terms of such Intercompany Agreement will govern. In the event of a conflict or inconsistency between the terms of this Agreement and any other Intercompany Agreement entered between a member of FNF Group and FIS Group as of or within six months following the Effective Date concerning the licensing of Marks, the terms of this Agreement will govern.

3. Copies; Derivative Works; Improvements

(a) *Copies*. In addition to any copies of Intellectual Property that a Licensee Party or its sublicensee may make as otherwise permitted hereunder, a Licensee Party or its sublicensee may make such number of copies of Intellectual Property as reasonably deemed necessary by it for backup or disaster recovery. No Party shall remove, obscure or materially vary (or permit its sublicensee to remove, obscure or materially vary) any notice of copyright, trademark, patent or other intellectual property right from any Intellectual Property and/or copies made by a Licensee Party or its sublicensee, and shall reproduce on each whole or partial copy of Intellectual Property (and on containers or wrappers thereof) such notices as have been placed on such Intellectual Property by the entity owning such Intellectual Property (or otherwise). Copies of Intellectual Property shall be subject to the terms and conditions of this Agreement.

(b) *Alterations and Variations*. Except as expressly provided herein to the contrary, in no event shall a Licensee Party or its sublicensee create, register or use, as a trademark, any alteration or variation of any Granting Party Mark without the prior written approval of the Granting Party, not to be unreasonably withheld.

(c) *Title to Derivative Work*. Title to a derivative work created pursuant to the Master IT Services Agreement shall be determined solely pursuant to the Master IT Services Agreement and shall not be deemed a derivative work under this Agreement. Except pursuant to the foregoing, if a Licensee Party or its sublicensee of any Granting Party

Copyright creates a derivative work of the work subject to such Granting Party Copyright, then the Licensee Party or its sublicensee shall be the owner of the derivative work (but not the owner of the underlying Granting Party Copyright).

(d) *Improvements*. Except to the extent set forth in the Master IT Services Agreement (in which case the Master IT Services Agreement shall be determinative), if a Licensee Party (or its sublicensee hereunder) of a Patent invents an improvement thereon, whether patented, patent pending or maintained as a trade secret, then such Licensee Party or its sublicensee shall be the owner of such improvement (but not the owner of the underlying Patent). However, each Party shall provide and assure (by appropriate terms in any sublicense) that patents which are improvements on any Patent licensed hereunder, having a filing date in any jurisdiction on or before the fifth anniversary of the Effective Date, shall not be asserted against either Party or members of its Group. Such Licensee Party or its sublicensee, as the case may be, shall have no duty to prosecute a patent or patents on any such improvements, nor shall it have any claim for reimbursement from any Granting Party or Granting Party licensor for costs it may have incurred in investigating or pursuing patent protection for such improvement.

(e) *"Fidelity" Trademark*. If FIS wishes to use a trademark or service mark containing the words "Fidelity" or "Fidelity National" (each, a "Fidelity Mark") (but a Fidelity Mark shall not include "Fidelity Information" or "Fidelity International Resources Management"), it may do so pursuant to the grant in Section 2(c) of this Agreement; provided that FNF has not filed an intent to use application on the FIS-proposed mark. If FIS wishes to register a Fidelity Mark, it shall request FNF, in writing, to prosecute and maintain such registration, in FNF's name, and FIS shall reimburse FNF for all reasonable out of pocket expenses incurred by FNF in connection therewith. FNF shall expeditiously prosecute such Fidelity Mark, in FNF's name provided that FNF has neither filed an intent to use registration on the proposed mark nor uses the proposed mark in commerce. To the extent that, in any jurisdiction outside the United States, FIS, as a licensee, may prosecute its own trademark or service mark application for any Fidelity Mark, it may do so upon written notice to FNF. For avoidance of doubt, as between the Parties, "Fidelity Information" and "Fidelity International Resource Management" are Intellectual Property of the FIS Group.

(f) *Use of Fidelity Marks*. To minimize dilution of the Fidelity Marks, if FIS elects to use a Fidelity Mark together with a logo similar to a house silhouetted against a cityscape, then FIS shall use such mark in a manner as similar to that in which FNF uses its comparable mark as possible including without limitation, the color scheme, type face and relative sizes.

4. Ownership

(a) *Ownership by FNF*. For clarification purposes, all FNF Intellectual Property and any FNF Trade Secret shall at all times be exclusively owned, as between the Parties, by FNF, and the entities within the FIS Group shall have no rights, title or interest therein, other than the rights set forth in this Agreement.

(b) *Ownership by FIS*. For clarification purposes, all FIS Intellectual Property and any FIS Trade Secret shall at all times be exclusively owned, as between the Parties, by FIS, and the entities within the FNF Group shall have no rights, title or interest therein, other than the rights set forth in this

Agreement.

(c) *Encumbrances Subject to Licenses*. For clarification purposes, a Party may sell or otherwise encumber or cause to sell or be encumbered (i) the Intellectual Property that it or a member of its Group (FNF Group or FIS Group, as applicable) owns or (ii) any Trade Secret that it or a member of its Group (FNF Group or FIS Group, as applicable) owns; subject, however, to the licenses granted hereunder.

5. Delivery

(a) *FNF Copies Delivered*. Upon the Effective Date, or as promptly as practicable thereafter, FNF shall deliver or cause to be delivered to FIS copies of the FNF Intellectual Property in such numbers and forms or formats as reasonably requested by FIS.

(b) *FIS Copies Delivered* Upon the Effective Date, or as promptly as practicable thereafter, FIS shall deliver to FNF the FIS copies of the FIS Intellectual Property in such numbers and forms or formats as agreed by the Parties reasonably requested by FNF.

6. Enforcement; Infringement

(a) *Infringement*. Each Party will notify the other Party promptly of any acts of infringement or unfair competition with respect to Granting Party's Intellectual Property or Trade Secrets of which a Party or any sublicensee of that Party becomes aware or obtains actual knowledge alleging in writing that the Granting Party's Intellectual Property or Trade Secrets or its use infringes the rights of a third party or constitutes unfair competition. In such event, the Parties will cooperate and cause their applicable sublicensees to cooperate, at each Party's own expense, with the other Party to defend or prosecute the claim. All costs and expenses of defending or prosecuting any such action or proceeding, together with any recovery therefrom, will be borne by and accrue to the applicable Party or sublicensee that is party to the action or proceeding. FNF shall not initiate any litigation or proceeding with regard to infringement of or unfair competition with respect to the Fidelity Marks without the consent of FIS, which consent will not be unreasonably withheld.

(b) *Enforcement*. Each of FNF and FIS, as the case may be, will enforce any applicable contract rights relating to breach of a sublicense issued pursuant hereto relating to the Intellectual Property rights or Trade Secrets of the other Party. In the event that either FNF or FIS commences a proceeding or any other form of action for such purposes, FNF or FIS, as applicable, will cause the entities within the FIS Group or the FNF Group, respectively, to reasonably cooperate, at their own expense, with such entity to prosecute such action or proceeding. All costs and expenses of any such action or proceeding, together with any recovery therefrom, will be borne by and accrue to the applicable entity within the proceeding Party.

---

7. Limitations

(a) *No Warranty*. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, ANY LICENSE GRANTED HEREUNDER IS "AS IS"; NEITHER PARTY (NOR ANY PERSON WITHIN THE FNF GROUP OR THE FIS GROUP), NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS EMPLOYEES OR AGENTS MAKES ANY REPRESENTATION OR WARRANTY, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, WITH RESPECT TO INTELLECTUAL PROPERTY, TRADE SECRETS OR THE LICENSES GRANTED OR MADE HEREUNDER, INCLUDING ANY REPRESENTATION AS TO: (i) A PARTY'S RIGHT TO GRANT LICENSES, (ii) THE SCOPE OF MARKS FOR ANY SPECIFIC GOODS OR SERVICES OR RIGHTS IN INTELLECTUAL PROPERTY OR TRADE SECRETS IN ANY SPECIFIC JURISDICTIONS, OR (iii) THE TITLE OF SUCH INTELLECTUAL PROPERTY OR TRADE SECRET OR ABSENCE OF ANY THIRD PARTY INFRINGEMENT OF SUCH INTELLECTUAL PROPERTY OR TRADE SECRET. NEITHER PARTY UNDERTAKES ANY COMMITMENT TO MAINTAIN OR DEFEND ITS INTELLECTUAL PROPERTY OR TRADE SECRET.

(b) *No Damages*. IN NO EVENT WILL ANY PARTY HEREUNDER BE LIABLE TO THE OTHER PARTY HEREUNDER FOR DAMAGES IN THE FORM OF SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF BUSINESS, DATA, GOODWILL OR OTHERWISE, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

8. Confidentiality

(a) *Confidential Information.* Each Party shall use, and shall cause its sublicensees to use, at least the same standard of care in the protection of Confidential Information of the other Party as it uses to protect its own confidential or proprietary information of a similar nature (provided that such Confidential Information shall be protected in at least a reasonable manner). For purposes of this Agreement, "Confidential Information" includes (1) all confidential or proprietary information and documentation of either Party, all reports, exhibits and other documentation, any financial information and (2) any FIS Trade Secrets and FNF Trade Secrets. Each Party shall use the Confidential Information of the other Party only in connection with the purposes of this Agreement, including resolution of any Disputes in accordance with Section 9, and shall make such Confidential Information available, and shall cause its sublicensees to make such Confidential Information available, only to their respective employees, subcontractors, or agents having a "need to know" with respect to such purpose. Each Party shall advise, and shall cause its sublicensees to advise, their respective employees, subcontractors, and agents of such Party's obligations under this Agreement. Except as otherwise required by the terms of this Agreement (including Section 10) or applicable law or national stock exchange rule, in the event of the expiration of this Agreement or termination of this Agreement for any reason all Confidential Information of a Party disclosed to, and all

---

copies thereof made by, the other Party or the other Party's sublicensees shall be returned to the disclosing Party or, at the disclosing Party's option, erased or destroyed. The Party receiving the Confidential Information (or its sublicensee that received the Confidential Information) shall provide to the disclosing Party certificates evidencing such destruction. The obligations in this Section 8(a) will not restrict disclosure by a Party or its sublicensee pursuant to applicable law, or by order or request of any court or government agency; provided that, prior to such disclosure the receiving Party or its sublicensee shall (i) immediately give notice to the disclosing Party and (ii) cooperate with the disclosing Party in challenging

the right to such access and (iii) only provide such information as is required by law, such order or a final, non-appealable ruling of a court of proper jurisdiction or with the written consent of the disclosing Party. Confidential Information of a Party will not be afforded the protection of this Agreement if such Confidential Information was (A) developed by the other Party or its sublicensees independently as shown by its written business records regularly kept, (B) rightfully obtained by the other Party or its sublicensees without restriction from a third party, (C) publicly available other than through the fault or negligence of the other Party or its sublicensees, or (D) released by the disclosing Party without restriction to anyone.

(b) *Unauthorized Acts.* Each Party shall and shall cause its sublicensees to: (1) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information of the other Party by any Person which shall become known to it, any attempt by any Person to gain possession of Confidential Information of the other Party without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "*Unauthorized Access*"), (2) promptly furnish to the other Party full details of the Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (3) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights, and (4) promptly take affirmative action to prevent a reoccurrence of any such Unauthorized Access.

9. Dispute Resolution

(a) *Amicable Resolution.* The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement (including, without limitation, any use of the a Granting Party's Intellectual Property or Trade Secret by the Licensee Party Group or the compliance of the Licensee Party Group with terms of Section 2(c)(iii)), then the Dispute, upon written request of either Party, will be referred for resolution to the General Counsels of the Parties, which General Counsels will have ten (10) days to resolve such Dispute.

(b) *Mediation.* In the event any Dispute cannot be resolved in a friendly manner as set forth in Section 9(a), the Parties intend that such Dispute be resolved by mediation. If the

General Counsels of the Parties are unable to resolve the Dispute as contemplated by Section 9(a), either Party may demand mediation of the Dispute by written notice to the other in which case the two Parties will select a single mediator within ten (10) days after the demand. Neither Party may unreasonably withhold consent to the selection of the mediator. Each Party will bear its own costs of mediation but both Parties will share the costs of the mediator equally.

(c) *Arbitration.* In the event that the Dispute is not resolved pursuant to Section 9(a) or through mediation pursuant to Section 9(b), the latter within thirty (30) days of the submission of the Dispute to mediation, either Party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 9(c). All Disputes submitted to arbitration pursuant to this Section 9(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either Party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the Arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by the Parties. If the Parties fail to agree on an arbitrator thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of any Party to the dispute or difference, appoint the arbitrator. Any order or determination of the arbitral tribunal shall be final and binding upon the Parties to the arbitration as to matters submitted and may be enforced by any Party to the Dispute in any court having jurisdiction over the subject matter or over any of the Parties. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. The use of any alternative dispute resolution procedures hereunder will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

(d) *Non-Exclusive Remedy.* FNF and FIS acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or misuse of FNF Intellectual Property or FNF Trade Secret or FIS Intellectual Property or FIS Trade Secret within the FNF Group or the FIS Group, as the case may be, or the Confidential Information of FNF or FIS, as the case may be. Accordingly, nothing in this Section 9 will prevent either Party from immediately seeking injunctive or interim relief in the event (A) of any actual or threatened breach of any confidentiality provisions of this Agreement or (B) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All actions for such injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 11(f). Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement.

(e) *Commencement of Dispute Resolution Procedure.* Notwithstanding anything to the contrary in this Agreement, the Parties, but none of their respective Subsidiaries, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 9 or otherwise, and each Party will cause its respective Subsidiaries not to commence any dispute resolution procedure other than through such Party as provided in this Section 9.

10. Term and Termination

(a) *Individual Terminations.* This Agreement shall be construed as a separate and independent agreement for each and every Copyright, Mark or Patent provided for hereunder. Any termination of a license or sublicense for any particular Mark shall not terminate any licenses or sublicenses hereunder with regard to other Marks. Termination of a sublicense of a Mark shall not terminate sublicenses to other sublicensees or to other Marks.

(b) *Automatic Renewals of Marks Licenses; Termination for Sale.* Subject to termination rights set forth in Section 2(c), the license of Marks hereunder shall continue for successive twenty (20) year terms, renewing automatically unless all of the Marks have been abandoned. Notwithstanding the

foregoing, all licenses of Marks hereunder from FNF to FIS shall terminate automatically upon a Sale of FIS, subject to the transition period described in Section 10(e).

(c) *Termination as a result of Disaffiliation.* If a member of a Licensee Party Group ceases to be a member of the Licensee Party Group, then all sublicenses from the Licensee Party to such member granted pursuant to the Licensee Party's rights under Section 2 shall terminate, subject to the transition period described in Section 10(e).

(d) *Termination for Insolvency*.

(i) In the event that either Party or, if applicable, the subsidiary of such Party to which a sublicense hereunder has been granted:

A) shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or

B) shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets, (2) make a general assignment for the benefit of its creditors, (3) commence a voluntary case under the Bankruptcy Code, (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (6) take any corporate, partnership or other action for the purpose of effecting any of the foregoing;

then the other Party may, by giving notice thereof to such Party, exercise any termination right, and such termination shall become effective as of the date specified in such

termination notice; provided that where the conditions of this subsection 10(d)(i) are met only as to a subsidiary of such Party to which a sublicense hereunder has been granted, then the other Party's rights of termination are limited only to such subsidiary.

(ii) In the event that:

A) a proceeding or case shall be commenced, without the application or consent of a Party or, if applicable, the subsidiary of such Party to which a sublicense hereunder has been granted, in any court of competent jurisdiction, seeking (i) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts under the Bankruptcy Code, (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of such Party, or, if applicable, of such subsidiary, or of all or any substantial part of its property or assets under the Bankruptcy Code or (iii) similar relief in respect of such Party or, if applicable, such subsidiary under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days or more days; or

B) an order for relief against such Party shall be entered in an involuntary case under the Bankruptcy Code, which shall continue in effect for a period of sixty (60) days or more;

then the other Party may, by giving notice thereof to such Party, exercise any termination right, and such termination shall become effective as of the date specified in such termination notice; provided that where the conditions of this subsection 10(d)(ii) are met only as to a subsidiary of such Party to which a sublicense hereunder has been granted, then the other Party's rights of termination are limited only to such subsidiary.

(e) *Events on Termination*.

(i) Upon any termination or expiration of any licenses or sublicenses for Marks granted under this Agreement: (A) where FNF is the Granting Party, FIS shall, and shall cause its applicable sublicensees to, promptly cease all use of the applicable Marks; provided that in the event of such termination by reason of a change in control pursuant to Section 10(b), FNF shall provide written notice to FIS of the termination of all licenses and sublicenses of Marks hereunder, with such termination to be effective at the end of a transition period of one (1) year from the date of such notice, and upon such termination, FIS shall have ceased and shall have caused its sublicensees to cease, all use of the applicable Marks; and (B) where FIS is the Granting Party, FNF shall, and shall cause its applicable sublicensees, to promptly cease, all use of the applicable Marks.

(ii) The termination of licenses and sublicenses of Patents and Copyrights pursuant to Section 10(c) shall be effective at the end of a transition period of one (1) year from the date that the former member of a Licensee Party Group ceased to be a member of the Licensee Party Group, and upon such termination, the Licensee Party shall have caused

the former member of the Licensee Party Group to cease all use of the Patents and Copyrights.

(f) *Abandonment*. If FNF or a transferee intends to abandon all use of all marks containing the word "Fidelity," FNF or such transferee shall provide written notice to FIS of its intention to abandon such marks and FIS will have a right to make an offer for the assignment of such marks and FNF will negotiate in good faith, solely with FIS, for the subsequent thirty (30) days, to conclude a mutually satisfactory transaction with respect to such assignment. If, at any time after providing such notice of its intention to abandon such marks, FNF or a transferee proposes to assign such marks, or any significant subset thereof, to a Person not affiliated with FNF or such transferee, FIS shall be extended a right of first refusal to acquire any transferable rights that FNF may have in such marks, which right shall be for a thirty (30) day period from the date of receipt of written notice of such proposal to assign such marks. If prior to expiration of the 30 day period, FIS has not provided written notice to FNF of its agreement to exercise such right, FNF or a transferee may offer or assign such Marks to any other Person.

(g) *Termination of Trade Secret Licenses*.

(i) If, upon a Sale of FIS, FNF reasonably believes that any FNF Trade Secrets primarily related to the business of FNF may become available to a Competitor of FNF, FNF may withdraw from the license granted hereunder such FNF Trade Secrets upon a reasonable transition period for FIS to develop or acquire replacement know-how or trade secrets, provided that FNF compensates FIS in full for any loss or expenses that FIS bears in connection with such withdrawal.

(ii) If, upon a Sale of FIS, FIS reasonably believes that any FIS Trade Secrets primarily related to the business of FIS may become available to a Competitor of FIS, FIS may withdraw from the license granted hereunder such FIS Trade Secrets upon a reasonable transition period for FNF to develop or acquire replacement know-how or trade secrets, provided that FIS compensates FNF in full for any loss or expenses that FIS bears in connection with such withdrawal.

(h) *Survival*. The terms of the last sentence of 2(g)(i) and all of Sections 4, 7, 8, 9, 10(e), 10(g), 10(h) and 11 shall survive termination of this Agreement or any licenses or sublicenses granted hereunder.

11. Miscellaneous Provisions

(a) *Notices*. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next business day if sent by overnight courier, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail return receipt requested, and addressed as set forth below:

If to FNF, to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to FIS, to:

Certegy Inc. / Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section 11(a).

(b) *Relationship of the Parties*. It is expressly understood and agreed that FNF and FIS are not partners or joint venturers, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to rights granted herein. With respect to this Agreement, neither Party is an agent of the other and neither Party has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.

(c) *Employees*. As between the Parties, each Party shall be responsible for payment of compensation to its employees those of its subsidiaries, for any injury to them in the course of their employment, and for withholding or payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

(d) *Assignment*. Neither Party may assign, transfer or convey any right, obligation or duty, under this Agreement (other than those rights as between the Parties explicitly set forth herein) without the prior written consent of the other Party.

(e) *Severability*. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

(f) *Third Party Beneficiaries*. Subject to the final sentence of Section 11(j), the provisions of this Agreement are for the benefit of the Parties and their affiliates and not for any other Person. However, subject to the final sentence of Section 11(j), should any third party institute proceedings, this Agreement shall not provide any such Person with any remedy, claim, liability, reimbursement, cause of action, or other right.

(g) *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State’s laws and principles regarding the conflict of laws. Subject to Section 9, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

(h) *Executed in Counterparts*. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document. The Parties may elect to rely upon facsimile signatures but shall promptly, at the request of either Party at

any time prior to the first anniversary hereof, distribute to the other pages bearing holographic signatures in all respects identical to those distributed by facsimile.

(i) *Construction*. The headings and numbering of articles, sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions. The Exhibits and the Schedules to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. The inclusion of a matter or item in any Schedule to this Agreement shall not, for any purpose of this Agreement, be deemed to be the inclusion of such matter or item on any other Schedule to this Agreement.

(j) *Entire Agreement*. Subject to Section 2(j), this Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof including any earlier license of item(s) of Intellectual Property and Trade Secrets by and between a member of the FNF Group and a member of the FIS Group. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

(k) *Amendments and Waivers*. The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and

---

signed by or on behalf of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

(l) *Remedies Cumulative*. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

(m) *Title 11*. The licenses to Intellectual Property granted hereunder are, for all purposes of Section 365(n) of Title 11 of the United States Code (“Title 11”) and to the fullest extent permitted by law, licenses of rights to “intellectual property” as defined in Title 11. All Parties agree that the licensee of any rights under this Agreement shall retain and may fully exercise all of its applicable rights and elections under Title 11.

(n) *UN Convention Disclaimed*. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

[signature page to follow]

(o) *Effectiveness*. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the Certegy Merger Agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

FIDELITY NATIONAL FINANCIAL, INC.

By /s/ Peter T. Sadowski

Peter T. Sadowski
Executive Vice President and General Counsel

CERTEGY INC.
(to be known as Fidelity National Information Services, Inc.)

By /s/ Lee A. Kennedy

Lee A. Kennedy
Chairman and Chief Executive Officer

AUDITED FINANCIAL STATEMENTS OF
FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

CONTENTS

Report of Independent Registered Public Accounting Firm	F-1
Financial Statements:	
Combined Balance Sheets as of December 31, 2004 and 2003	F-2
Combined Statements of Earnings for the years ended December 31, 2004, 2003 and 2002	F-3
Combined Statements of Equity and Comprehensive Earnings for the years ended December 31, 2004, 2003 and 2002	F-4
Combined Statements of Cash Flows for the years ended December 31, 2004, 2003 and 2002	F-5
Notes to the Combined Financial Statements	F-6

Report of Independent Registered Public Accounting Firm

The Board of Directors
Fidelity National Information Services, Inc.:

We have audited the accompanying combined balance sheets of Fidelity National Information Services, Inc. and subsidiaries and affiliates as of December 31, 2004 and 2003, and the related combined statements of earnings, equity and comprehensive earnings, and cash flows for each of the years in the three-year period ended December 31, 2004. These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards as established by the Auditing Standards Board (United States) and in accordance with the auditing standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Fidelity National Information Services, Inc. and subsidiaries and affiliates as of December 31, 2004 and 2003, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2004, in conformity with U.S. generally accepted accounting principles.

The combined financial statements for 2002 were prepared using Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," to record stock-based compensation. As discussed in note 11 to the combined financial statements, effective January 1, 2003, the Company adopted the fair value recognition provisions of SFAS No. 123, "Accounting for Stock-Based Compensation," to record stock-based employee compensation, applying the prospective method of adoption in accordance with SFAS No. 148, "Accounting for Stock-Based Compensation – Transition and Disclosure."

/s/ KPMG LLP
Jacksonville, FL

May 9, 2005, except as to notes 13(c) and 14, which are as of September 30, 2005, and note 13(d), which is as of February 1, 2006

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

Combined Balance Sheets
December 31, 2004 and 2003
(In thousands)

	2004	2003
Assets		
Current assets:		
Cash and cash equivalents	$ 190,888	$ 92,049
Trade receivables, net of allowance for doubtful accounts	399,797	299,448
Prepaid expenses and other current assets	85,989	70,638
Deferred income taxes	99,136	21,778
Total current assets	775,810	483,913
Property and equipment, net of accumulated depreciation and amortization	216,978	153,309
Goodwill	1,757,757	966,013
Intangible assets, net of accumulated amortization	629,154	450,323
Computer software, net of accumulated amortization	372,610	202,448

Deferred contract costs	82,970	34,659
Investment in common stock and warrants of Covansys	138,691	—
Other noncurrent assets	28,886	36,420
Total assets	$ 4,002,856	$ 2,327,085
Liabilities and Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 280,429	$ 197,459
Payable to FNF	43,740	—
Current portion of long-term debt	13,891	11,121
Deferred revenues	237,126	134,463
Total current liabilities	575,186	343,043
Deferred revenues	86,626	30,231
Deferred income taxes	135,334	22,565
Long-term debt, excluding current portion	417,314	2,668
Other long-term liabilities	19,937	25,651
Total liabilities	1,234,397	424,158
Minority interest	13,615	12,130
Accumulated other comprehensive earnings (loss), net	16,333	1,534
Net investment by FNF	2,738,511	1,889,263
Total equity	2,754,844	1,890,797
Total liabilities and equity	$ 4,002,856	$ 2,327,085

See accompanying notes to the combined financial statements.

**FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES**

**Combined Statements of Earnings
Years ended December 31, 2004, 2003 and 2002
(In thousands, except per share amounts)**

	2004	2003	2002
Processing and services revenues, including $116.8 million, $73.0 million and $32.7 million of revenues from related parties for the years ended December 31, 2004, 2003 and 2002, respectively	$ 2,331,527	$ 1,830,924	$ 619,723
Cost of revenues, including depreciation and amortization of $197.9 million, $120.4 million and $15.0 million for the years ended December 31, 2004, 2003 and 2002, respectively, and $2.8 million of expenses to related parties in 2004	1,525,174	1,101,569	379,508
Gross profit	806,353	729,355	240,215
Selling, general, and administrative expenses, including depreciation and amortization of $40.5 million, $23.6 million, and $3.6 million and expenses to related parties of $83.5 million, $52.2 million and $34.1 million for the years ended December 31, 2004, 2003 and 2002, respectively	432,310	331,751	144,761
Research and development costs	74,214	38,345	—
Operating income	299,829	359,259	95,454
Other income (expense):			
Interest income	1,232	577	377
Interest expense	(4,496)	(1,569)	(979)
Gain (loss) on sale or issuance of subsidiary stock	—	(3,625)	11,109
Other income (expense)	18,175	963	(358)
Total other income (expense)	14,911	(3,654)	10,149
Earnings before income taxes, equity in earnings (loss) of unconsolidated entities and minority interest	314,740	355,605	105,603
Provision for income taxes	118,343	137,975	39,390
Earnings before loss in earnings of unconsolidated entities and minority interest	196,397	217,630	66,213
Equity in earnings (loss) of unconsolidated entities	(3,308)	(55)	—
Minority interest	(3,673)	(14,518)	(8,359)
Net earnings	$ 189,416	$ 203,057	$ 57,854
Unaudited pro forma net earnings per share—basic and diluted	$ 1.48	1.59	0.45
Unaudited pro forma weighted average shares outstanding—basic and diluted	127,920	127,920	127,920

See accompanying notes to the combined financial statements.

**FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES**

Combined Statements of Equity and Comprehensive Earnings

Years ended December 31, 2004, 2003 and 2002
(In thousands)

	Net investment by FNF	Accumulated other comprehensive earnings (loss)	Total Equity	Comprehensive Earnings
Balances, December 31, 2001	$ 175,079	$ 171	$ 175,250	$ —
Other comprehensive loss	—	(2,146)	(2,146)	(2,146)
Contribution of capital, net	55,529	—	55,529	—
Net earnings	57,854	—	57,854	57,854
Balances, December 31, 2002	288,462	(1,975)	286,487	55,708
Other comprehensive earnings	—	3,509	3,509	3,509
Contribution of capital, net	1,397,744	—	1,397,744	—
Net earnings	203,057	—	203,057	203,057
Balances, December 31, 2003	1,889,263	1,534	1,890,797	206,566
Other comprehensive earnings	—	14,799	14,799	14,799
Contribution of capital, net	659,832	—	659,832	—
Net earnings	189,416	—	189,416	189,416
Balances, December 31, 2004	$ 2,738,511	$ 16,333	$ 2,754,844	$ 204,215

See accompanying notes to the combined financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

Combined Statements of Cash Flows
Years ended December 31, 2004, 2003 and 2002
(In thousands)

	2004	2003	2002
Cash flows from operating activities:			
Net earnings	$ 189,416	$ 203,057	$ 57,854
Adjustment to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	238,400	143,958	18,573
(Gain) loss on sale of assets	(2,375)	—	—
Unrealized gain on Covansys warrants	(15,800)	—	—
Stock-based compensation cost	15,436	3,804	—
Deferred income taxes	(11,003)	8,227	(918)
Equity in earnings (loss) of unconsolidated entities	3,308	55	—
Minority interest	3,673	14,518	8,359
Changes in assets and liabilities, net of effects from acquisitions:			
Net increase in trade receivables	(27,795)	(50,168)	(15,226)
Net (increase) decrease in prepaid expenses and other assets	72,242	(36,073)	28,943
Net increase (decrease) in accounts payable, accrued liabilities, deferred revenue, and other liabilities	38,855	72,134	(26,968)
Net cash provided by operating activities	504,357	359,512	70,617
Cash flows from investing activities:			
Additions to property and equipment	(72,947)	(57,049)	(3,122)
Additions to computer software	(104,555)	(48,212)	(19,363)
Acquisitions, net of cash acquired	(423,170)	(105,971)	(21,071)
Net cash used in investing activities	(600,672)	(211,232)	(43,556)
Cash flows from financing activities:			
Borrowings	410,000	1,998	4,500
Debt service payments	(19,839)	(16,920)	(3,503)
Net (distribution to) contribution from FNF	(195,007)	(96,983)	6,878
Net cash provided by (used in) financing activities	195,154	(111,905)	7,875
Net increase in cash and cash equivalents	98,839	36,375	34,936
Cash and cash equivalents, beginning of year	92,049	55,674	20,738
Cash and cash equivalents, end of year	$ 190,888	$ 92,049	$ 55,674
Noncash contributions by FNF	$ 854,839	$ 1,494,727	$ 48,651

See accompanying notes to the combined financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

Notes to the Combined Financial Statements

(1) Summary of Significant Accounting Policies

The following describes the significant accounting policies of Fidelity National Information Services, Inc. and subsidiaries and affiliates (collectively referred to as the Company or FIS) which have been followed in preparing the accompanying Combined Financial Statements. FIS comprises the wholly and majority owned technology solutions, processing services and information based services businesses of Fidelity National Financial, Inc. and subsidiaries (collectively referred to as FNF). Subsequent to December 31, 2004, the Company underwent a recapitalization and a 25% equity interest in the Company was sold to a group of private investors (see note 13). After the recapitalization transactions, the Company had 200 million shares of common stock outstanding at a par value of $0.0001 per share.

(a) Description of Business

The Company is a leading provider of technology solutions, processing services, and information-based services to the financial services industry. The Company consists of numerous legal entities and certain operating assets and liabilities which comprise the businesses included in the following segments: Financial Institution Software and Services, Lender Services, Default Management Services and Information Services. The Company's formation began in early 2004 and was substantially completed in March 2005, when all the entities, assets and liabilities that are included in these combined financial statements were organized under one legal entity. The formation was accomplished through the contribution of entities and operating assets and liabilities to a newly formed subsidiary of FNF. After the recapitalization transactions referred to above, the Company had 200 million shares of common stock outstanding at a par value of $0.0001 per share, of which FNF owns 150 million shares and private investors own 50 million shares. The Combined Financial Statements included herein reflect the historical financial position, results of operations and cash flows of the businesses included in the formation described above.

The Financial Institution Software and Services segment focuses on two primary markets, financial institution processing and mortgage loan processing. The primary services provided are the provision of software applications that function as the underlying infrastructure of a financial institution's transaction processing environment. These software applications include core bank processing software, which banks use to maintain the primary records of their customer accounts, and core mortgage processing software, which banks use to originate and service mortgage loans. This business segment also provides a number of complementary software applications and services that interact directly with the core processing applications, including software applications that facilitate interactions between the financial institutions and their customers.

The Lender Services segment offers customized outsourced business process and information solutions to lenders and loan servicers. This business provides loan facilitation services, which allow financial institutions to outsource their title and loan closing requirements in accordance with pre-selected criteria, regardless of the geographic location of the borrower or property.

The Default Management Services segment allows customers to outsource the business processes necessary to take a loan and the underlying real estate securing the loan through the default and foreclosure process. The Company utilizes its own resources and networks established with independent contractors to provide these outsourcing solutions.

In the Information Services segment, the Company operates various property data and real estate-related services businesses. The Company's property data and real estate-related services are utilized by mortgage lenders, investors and real estate professionals to complete residential real estate transactions throughout the U.S. The Company offers a comprehensive suite of services spanning the entire home purchase and ownership life cycle, from purchase through closing, refinancing, and resale.

(b) Principles of Combination and Basis of Presentation

The accompanying Combined Financial Statements include those assets, liabilities, revenues, and expenses directly attributable to FIS's operations and allocations of certain FNF corporate assets, liabilities and expenses to FIS. These amounts have been allocated to FIS on a basis that is considered by management to reflect most fairly the utilization of the services provided to or the benefit obtained by the Company. Management believes the methods used to allocate these amounts are reasonable.

All significant intercompany profits, transactions and balances have been eliminated in consolidation. The financial information included herein does not necessarily reflect what the financial position and results of operations of the Company would have been had it operated as a stand-alone entity during the periods covered. The Company's investments in nonmajority-owned partnerships and affiliates are accounted for using the equity method of accounting.

All dollars presented in the accompanying Combined Financial Statements are in thousands unless indicated otherwise.

(c) Transactions with Related Parties

The Company has historically conducted business with FNF and intends to continue these business arrangements in the future (see note 13).

Included in the Financial Institution Software and Services segment for the years ended December 31, 2004 and 2003 is $56.6 million and $12.4 million, respectively, in processing and services revenues from FNF relating to the provision of information technology (IT) infrastructure support and data center management services. FIS began providing these services to FNF in September 2003 and thus there were no revenues relating to these services in the first eight months of 2003 or during 2002. Prior to September 2003, a subsidiary of FNF provided these services to FIS. Amounts paid to

FNF under these arrangements were $5.4 million and $5.8 million in 2003 and 2002, respectively, and are included in selling, general and administrative expenses in those periods.

The Lender Services segment includes revenues generated from loan facilitation transactions with lenders. A significant part of those transactions involves title agency functions resulting in the issuance of title insurance policies by a title insurance underwriter owned by FNF. The Company also performs similar functions in connection with trustee sale guarantees, a form of title insurance, that subsidiaries of FNF issue as part of the foreclosure process on a defaulted loan. The Lender Services segment includes revenues from unaffiliated third parties of $92.2 million, $224.7 million and $39.9 million for the years ended December 31, 2004, 2003 and 2002, respectively, representing commissions on title insurance policies written by the Company on behalf of title insurance subsidiaries of FNF.

These commissions are equal to 88% of the total title premium from title policies that the Company places with subsidiaries of FNF.

The Company's property information division within the Information Services segment manages FNF's title plant assets in certain areas of the United States. The underlying title plant information is owned by FNF title underwriters; the Company manages and updates the information in return for the right to sell it to title insurers, including FNF underwriters and other customers. As part of that management agreement, the Company earns all revenue generated by those assets, both from third party customers and from FNF and subsidiaries, and is also responsible for the costs related to keeping the title plant assets current and functioning on a daily basis and also pays FNF a royalty fee ranging from 2.5% to 3.75% of those revenues based on volume. The Company recorded royalty expense of $2.8 million for the year ended December 31, 2004, but did not record any expense in 2003 or 2002. Had this agreement been in place for the years ended December 31, 2003 and 2002, the Company would have recorded approximately $2.9 million and $2.7 million in royalty expense during those periods, respectively. This business requires, among other things, that the Company gather updated property information, organize it, input it into one of several systems, maintain or obtain the use of necessary software and hardware to store, access and deliver the data, sell and deliver the data to customers and provide various forms of customer support. The Company's costs include personnel costs, charges of third parties such as government offices for title information, technology costs and other operating expenses. FNF benefits from having its title plant assets continually updated and accessible. Included in the Information Services segment for the years ended December 31, 2004, 2003 and 2002 are revenues of $28.9 million, $28.2 million, and $24.3 million, respectively, related to the sale of property information to FNF. Also included in this segment are property data sales and license revenue received from FNF for certain real estate related services and software of $15.7 million, $14.0 million and $5.0 million for the years ended December 31, 2004, 2003 and 2002, respectively.

The Company has earned other amounts from FNF or its subsidiaries related to various miscellaneous licensing, leasing, and cost sharing agreements which amounted to $15.6 million, $18.4 million, and $3.4 million for the years ended December 31, 2004, 2003 and 2002, respectively.

FNF provides certain corporate services to the Company relating to general management, accounting, tax, finance, legal, payroll, human resources, internal audit and mergers and acquisitions. The cost of these services has been allocated or passed through to the Company from FNF based upon reasonable allocation bases including revenues, head count, specific identification and others. Total costs allocated for the years ended December 31, 2004, 2003 and 2002 were $75.1 million, $39.5 million and $21.6 million, respectively, and are reflected in selling, general and administrative expenses in the combined statements of earnings. Also included in selling, general and administrative expenses are payments to a subsidiary of FNF for equipment leases in the amount of $8.4 million, $7.3 million and $6.7 million for the years ended December 31, 2004, 2003 and 2002, respectively. The equipment covered by those leases was purchased by the Company subsequent to December 31, 2004, for $19.4 million.

The Company believes the amounts earned from or charged by FNF to the Company under each of the foregoing service arrangements are fair and reasonable. Although the 88% commission rate earned by the Company's Lender Services segment was set without negotiation, the Company believes

it is consistent with the blended rate that would be available to a third party title agent given the amount and the geographic distribution of the business produced and the low risk of loss profile of the business placed. In connection with title plant management, the Company charges FNF title insurers for title information at approximately the same rates it and other similar vendors charge unaffiliated title insurers. The Company's IT infrastructure support and data center management services to FNF, from which the Company earned $56.6 million and $12.4 million for the years ended December 31, 2004 and 2003, respectively, is priced within the range of prices the Company offers to third parties for similar services.

The Company owed FNF $43.7 million at December 31, 2004 relating to the various service agreements between the two companies and the Company's share of income taxes payable by FNF. This amount represents only the net intercompany and income taxes payable activity for November and December of 2004 as all intercompany and income tax activity prior to November 2004 were considered capital contributions or dividends and included in the change in FNF's net investment in the Company. Effective with the execution of the agreements described in note 13, amounts due to or from FNF will be settled monthly.

(d) Cash and Cash Equivalents

For purposes of reporting cash flows, highly liquid instruments purchased with original maturities of three months or less are considered cash equivalents. The carrying amounts reported in the Combined Balance Sheet for these instruments approximate their fair value.

(e) Fair Value of Financial Instruments

The fair values of financial instruments, which include trade receivables and long-term debt, approximate their carrying values. These estimates are subjective in nature and involve uncertainties and significant judgment in the interpretation of current market data. Therefore, the values presented are not necessarily indicative of amounts the Company could realize or settle currently. The Company does not necessarily intend to dispose of or liquidate such instruments prior to maturity. The Company also holds certain derivative instruments, specifically warrants and several put and call options relating to certain majority-owned subsidiaries (see note 1(f)).

(f) Derivative Financial Instruments

The Company accounts for derivative financial instruments in accordance with Statement of Financial Accounting Standards (SFAS) No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended (SFAS No. 133). As of December 31, 2004, the Company did not engage in any hedging activities and thus recorded all derivative financial instruments at fair value in the Combined Balance Sheet and all changes in fair value are recognized in other income in the Combined Statements of Earnings. At December 31, 2004, the Company's derivative financial instruments are limited to an investment in warrants to purchase common stock of Covansys Corporation (Covansys), an equity investee of the Company (see note 3) and put and call options relating to the minority interest in certain majority-owned subsidiaries.

Subsequent to December 31, 2004, the Company amended the terms of the Covansys warrants to add a mandatory holding period subsequent to the exercise of the warrants and to eliminate a cashless exercise provision available to the Company. Following these amendments, the accounting for the warrants is governed by the provisions of SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*, and thus future changes in fair value of the warrants will be recognized in equity through other comprehensive earnings (loss). Also subsequent to December 31, 2004, the Company entered into several interest rate swap transactions on $700 million of its borrowings which are designed to offset the effects of interest rate changes on the Company's variable rate debt.

(g) Trade Receivables, net

A summary of trade receivables, net, at December 31, 2004 and 2003 is as follows (in thousands):

	2004	2003
Trade receivables—billed	$ 330,447	$ 257,270
Trade receivables—unbilled	89,616	61,600
Total trade receivables	420,063	318,870
Allowance for doubtful accounts	(20,266)	(19,422)
Total trade receivables, net	$ 399,797	$ 299,448

(h) Goodwill

Goodwill represents the excess of cost over fair value of identifiable net assets acquired and liabilities assumed in business combinations. SFAS No. 142, *Goodwill and Intangible Assets* (SFAS No. 142) requires that intangible assets with estimable lives be amortized over their respective estimated useful lives to their estimated residual values and reviewed for impairment in accordance with SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets* (SFAS No. 144). SFAS No 142 and SFAS No. 144 also provide that goodwill and other intangible assets with indefinite useful lives should not be amortized, but shall be tested for impairment annually, or more frequently if circumstances indicate potential impairment, through a comparison of fair value to its carrying amount. The Company measures for impairment on an annual basis during the fourth quarter using a September 30th measurement unless circumstances require a more frequent measurement.

As required by SFAS No. 142, the Company completed its annual goodwill impairment test in the fourth quarter of 2004 on its reporting units, using a September 30, 2004 measurement date, and has determined that each of its reporting units has a fair value in excess of its carrying value. Accordingly, no goodwill impairment has been recorded.

(i) Long-lived Assets

SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets* (SFAS No. 144) requires that long-lived assets and intangible assets with definite useful lives be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment

charge is recognized by the amount by which the carrying amount of the assets exceeds the fair value of the asset.

(j) Intangible Assets

The Company has intangible assets which consist primarily of customer relationships and are recorded in connection with acquisitions at their fair value based on the results of valuations by third parties. Customer relationships are amortized over their estimated useful lives using an accelerated method which takes into consideration expected customer attrition rates up to a ten-year period. Intangible assets with estimated useful lives are reviewed for impairment in accordance with SFAS No. 144 while intangible assets that are determined to have indefinite lives are reviewed for impairment at least annually in accordance with SFAS No. 142.

(k) Computer Software

Computer software includes the fair value of software acquired in business combinations, purchased software and capitalized software development costs. Purchased software is recorded at cost and amortized using the straight-line method over a 3-year period and software acquired in business combinations is recorded at its fair value and amortized using straight-line and accelerated methods over their estimated useful lives, ranging from 5 to 10 years.

Capitalized software development costs are accounted for in accordance with either SFAS No. 86, *Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed* (SFAS No. 86), or with SOP No. 98-1, *Accounting for the Costs of Computer Software Developed or Obtained for Internal Use*. After the technological feasibility of the software has been established (for SFAS No. 86 software), or at the beginning of application development (for SOP No. 98-1 software), software development costs, which include salaries and related payroll costs and costs of independent contractors incurred during development, are capitalized. Research and development costs incurred prior to the establishment of technological feasibility (for SFAS No. 86 software), or prior to application development (for SOP No. 98-1 software), are expensed as incurred. Software development costs are amortized on a product-by-product basis commencing on the date of general release of the products (for SFAS No. 86 software) and the date placed in service for purchased software (for SOP No. 98-1 software). Software development costs (for SFAS No. 86 software) are amortized using the greater of (1) the straight-line method over its estimated useful life, which ranges from three to seven years or (2) the ratio of current revenues to total anticipated revenue over its useful life.

Computer software as of December 31, 2004 and 2003 consists of (in thousands):

	2004	2003
Software from business acquisitions	$ 299,047	$ 146,595
Capitalized software development costs	133,864	51,691
Purchased software	55,767	47,521
Computer software	488,678	245,807
Accumulated amortization	(116,068)	(43,359)
Computer software, net of accumulated amortization	$ 372,610	$ 202,448

Amortization expense for computer software was $72.7 million, $56.6 million and $2.9 million for 2004, 2003 and 2002, respectively.

(l) Property and Equipment

Property and equipment is recorded at cost, less accumulated depreciation and amortization. Depreciation and amortization are computed primarily using the straight-line method based on the estimated useful lives of the related assets: thirty years for buildings and three to seven years for furniture, fixtures and computer equipment. Leasehold improvements are amortized using the straight-line method over the lesser of the initial term of the applicable lease or the estimated useful lives of such assets.

(m) Income Taxes

The Company's operating results have been historically included in FNF's Consolidated U.S. Federal and State income tax returns. The provision for income taxes in the Combined Statements of Earnings is made at rates consistent with what the Company would have paid as a stand-alone taxable entity. The Company recognizes deferred income tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities and expected benefits of utilizing net operating loss and credit carryforwards. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The impact on deferred income taxes of changes in tax rates and laws, if any, are reflected in the combined financial statements in the period enacted.

(n) Revenue Recognition

The following describes the Company's primary types of revenues and its revenue recognition policies as they pertain to the types of transactions the Company enters into with its customers. The Company enters into arrangements with customers to provide services, software and software related services such as post-contract customer support and implementation and training either individually or as part of an integrated offering of multiple

products and services. These products and services occasionally include offerings from more than one segment to the same customer. The revenues for services provided under these multiple element arrangements are recognized in accordance with the applicable revenue recognition accounting principles as further described below.

Financial Institution Software and Services. In this segment, the Company recognizes revenues relating to bank processing services and mortgage processing services along with software licensing and software related services. Several of the Company's contracts include a software license and one or more of the following services: data processing, development, implementation, conversion, training, programming, post-contract customer support and application management. In some cases, these services are offered in combination with one another and in other cases the Company offers them individually. Revenues from bank and mortgage processing services are typically volume-based depending on factors such as the number of accounts processed, transactions processed and computer resources utilized.

The substantial majority of the revenues in this segment are from outsourced data processing and application management arrangements. Revenues from these arrangements are recognized as services are performed in accordance with Securities and Exchange Commission (SEC) Staff Accounting Bulletin No. 104 (SAB No. 104), *Revenue Recognition* and related interpretations. SAB No. 104 sets forth guidance as to when revenue is realized or realizable and earned when all of the following criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the seller's price to the buyer is fixed and determinable; and (4) collectability is reasonably assured. Revenues and costs related to implementation, conversion and programming services associated with the Company's data processing and application management agreements during the implementation phase are deferred and subsequently recognized using the straight-line method over the term of the related services agreement. At each reporting period, the Company evaluates these deferred contract costs for impairment.

In the event that the Company's arrangements with its customers include more than one product or service, the Company determines whether the individual revenue elements can be recognized separately in accordance with Financial Accounting Standards Board (FASB) Emerging Issues Task Force No. 00-21 (EITF 00-21), *Revenue Arrangements with Multiple Deliverables*. EITF 00-21 addresses the determination of whether an arrangement involving more than one deliverable contains more than one unit of accounting and how the arrangement consideration should be measured and allocated to the separate units of accounting.

If all of the products and services are software related products and services as determined under American Institute of Certified Public Accountants' Statement of Position (SOP) 97-2 (SOP No. 97-2), entitled *Software Revenue Recognition*, and SOP 98-9, entitled *Modification of SOP No. 97-2, Software Revenue Recognition, with Respect to Certain Transactions*, the Company applies these pronouncements and related interpretations to determine the appropriate units of accounting and how the arrangement consideration should be measured and allocated to the separate units.

The Company recognizes software license and post-contract customer support fees as well as associated development, implementation, training, conversion and programming fees in accordance with SOP No. 97-2 and SOP No. 98-9. Initial license fees are recognized when a contract exists, the fee is fixed or determinable, software delivery has occurred and collection of the receivable is deemed probable, provided that vendor-specific objective evidence, or VSOE, has been established for each element or for any undelivered elements. The Company determines the fair value of each element or the undelivered elements in multi-element software arrangements based on VSOE. If the arrangement is subject to accounting under SOP No. 97-2, VSOE for each element is based on the price charged when the same element is sold separately, or in the case of post-contract customer support, when a stated renewal rate is provided to the customer. If evidence of fair value of all undelivered elements exists but evidence does not exist for one or more delivered elements, then revenue is recognized using the residual method. Under the residual method, the fair value of the undelivered elements is deferred and the remaining portion of the arrangement fee is recognized as revenue. If evidence of fair value does not exist for one or more undelivered elements of a contract, then all revenue is deferred until all elements are delivered or fair value is determined for all remaining undelivered elements. Revenue from post-contract customer support is recognized ratably

over the term of the agreement. The Company records deferred revenue for all billings invoiced prior to revenue recognition.

With respect to a small percentage of revenues, the Company uses contract accounting, as required by SOP No. 97-2, when the arrangement with the customer includes significant customization, modification, or production of software. For elements accounted for under contract accounting, revenue is recognized in accordance with SOP 81-1, *Accounting for Performance of Construction Type and Certain Production-Type Contracts*, using the percentage-of-completion method since reasonably dependable estimates of revenues and contract hours applicable to various elements of a contract can be made. Revenues in excess of billings on these agreements are recorded as unbilled receivables and are included in trade receivables. Billings in excess of revenue recognized on these agreements are recorded as deferred revenue until revenue recognition criteria are met. Changes in estimates for revenues, costs and profits are recognized in the period in which they are determinable. When the Company's estimates indicate that the entire contract will be performed at a loss, a provision for the entire loss is recorded in that accounting period.

Lender Services. In this segment, the Company recognizes revenues from loan facilitation services which primarily consist of centralized title agency and closing services for various types of lenders. Revenues relating to centralized title agency and closing services are recognized at the time of

closing of the related real estate transaction. Ancillary service fees are recognized when the service is provided. Revenue derived from these services is recognized as the services are performed in accordance with SAB No. 104 as described above.

Default Management Services. In this segment, the Company recognizes revenues on services provided to assist customers through the default and foreclosure process, including property preservation and maintenance services (such as lock changes, window replacement, debris removal and lawn service), posting and publication of foreclosure and auction notices, title searches, document preparation and recording services, and referrals for legal and property brokerage services. Revenue derived from these services is recognized as the services are performed in accordance with SAB No. 104 as described above.

Information Services. In this segment, the Company records revenue from providing data or data-related services. These services principally include appraisal and valuation services, property records information, real estate tax services, borrower credit and flood zone information and multiple listing software and services. Revenue derived from these services is recognized as the services are performed in accordance with SAB No. 104 as described above.

The Company's flood and tax units provide various services including life-of-loan-monitoring services. Revenue for life-of-loan services is deferred and recognized ratably over the estimated average life of the loan service period, which is determined based on the Company's historical experience and industry data. The Company evaluates its historical experience on a periodic basis, and adjusts the estimated life of the loan service period prospectively. Revenue derived from software and service arrangements included in this segment is recognized in accordance with SOP No. 97-2 as discussed above. Revenues from other services in this segment are recognized as the services are performed in accordance with SAB No. 104 as described above.

(o) Stock-Based Compensation Plans

Certain FIS employees are participants in FNF's stock-based compensation plans, which provide for the granting of incentive and nonqualified stock options, restricted stock and other stock-based incentive awards for officers and key employees.

The Company accounts for stock-based compensation using the fair value recognition provisions of SFAS No. 123, *Accounting for Stock-Based Compensation* (SFAS No. 123) effective as of the beginning of 2003. Under the fair value method of accounting, compensation cost is measured based on the fair value of the award at the grant date and recognized over the service period. The Company has elected to use the prospective method of transition, as permitted by Statement of Financial Accounting Standards No. 148, *Accounting for Stock-Based Compensation—Transition and Disclosure* (SFAS No. 148). Under this method, stock-based employee compensation cost is recognized from the beginning of 2003 as if the fair value method of accounting had been used to account for all employee awards granted, modified, or settled in years beginning after December 31, 2002. The Company has provided for stock compensation expense of $15.4 million and $3.8 million for the years ended December 31, 2004 and 2003, respectively, which is included in selling, general, and administrative expense in the Combined Statements of Earnings, as a result of the adoption of SFAS No. 123.

The following table illustrates the effect on net earnings for the years ended December 31, 2004, 2003 and 2002 as if the Company had applied the fair value recognition provisions of SFAS No. 123 to all awards held by FIS employees who are plan participants (in thousands):

	2004	2003	2002
Net earnings, as reported	$ 189,416	$ 203,057	$ 57,854
Add stock-based compensation expense included in reported net earnings, net of related income tax effects	9,569	2,358	—
Deduct total stock-based employee compensation expense determined under fair value based methods for all awards, net of related income tax effects	(10,206)	(4,926)	(4,704)
Pro forma net earnings	$ 188,779	$ 200,489	$ 53,150
Pro forma net earning per share-basic and diluted	$ 1.48	$ 1.57	$ 0.42

Pro forma information regarding net earnings is required by SFAS No. 123, and has been determined as if the Company had accounted for all of its employee stock options under the fair value method of that statement. The fair value for these FNF options was estimated at the date of grant using a Black-Scholes option-pricing model with the following weighted average assumptions. The risk free interest rates used in the calculation are the rates that correspond to the weighted average expected life of an option. The risk free interest rate used for options granted during the years ended December 31, 2004, 2003 and 2002 was 3.2%, 2.0% and 2.0%, respectively. A volatility factor for the expected market price of FNF common stock of 34%, 43% and 44% was used for options granted for the years ended December 31, 2004, 2003 and 2002, respectively. The expected dividend yield used for

---

2004, 2003, and 2002 was 2.5%, 1.4% and 1.3%, respectively. A weighted average expected life of 3.8 years, 3.5 years and 3.25 years was used for 2004, 2003 and 2002 respectively.

Other disclosures required by SFAS No. 123 have not been provided because the SFAS No. 123 pro forma expense disclosures were prepared based upon an allocation methodology that allocates to the Company expenses associated with portions of individual awards, rather than entire awards.

(p) Foreign Currency Translation

The functional currency for the foreign operations of the Company is either the U.S. Dollar or the local currency. For foreign operations where the local currency is the functional currency, the translation of foreign currencies into U.S. dollars is performed for balance sheet accounts using exchange rates in effect at the balance sheet date and for revenue and expense accounts using a weighted average exchange rate during the period. The gains and losses resulting from the translation are included in accumulated other comprehensive earnings (loss) in the Combined Statements of Equity and are excluded from net earnings. Gains or losses resulting from other foreign currency transactions are included in other income (expense) and are insignificant in the years ended December 31, 2004, 2003 and 2002.

(q) Management Estimates

The preparation of these Combined Financial Statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Combined Financial Statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

(r) Unaudited Pro forma Net Earnings Per Share

Unaudited pro forma net earnings per share is calculated for all periods presented using the 200 million shares of FIS outstanding following its recapitalization on March 9, 2005, as adjusted by the exchange ratio of 0.6396 (127.9 million shares) for the merger with Certegy Inc. on February 1, 2006 (see note 13(d)).

(2) Acquisitions

The results of operations and financial position of the entities acquired during the years ended December 31, 2004, 2003 and 2002 are included in the Combined Financial Statements from and after the date of acquisition. These acquisitions were made by the Company, or FNF and then contributed to FIS by FNF. The acquisitions made by FNF and contributed to FIS are included in the related Combined Financial Statements as capital contributions. The purchase price of each acquisition was allocated to assets acquired and liabilities assumed based on third party valuations with any excess cost over fair value being allocated to goodwill.

Alltel Information Services, Inc.

On January 28, 2003, FNF entered into a stock purchase agreement with ALLTEL Corporation, Inc., a Delaware corporation (ALLTEL), to acquire from ALLTEL its financial services

division, ALLTEL Information Services, Inc. (AIS). On April 1, 2003, FNF closed the acquisition and subsequently renamed the division Fidelity Information Services (FI). FI is one of the largest providers of information-based technology solutions and processing services to the mortgage and financial services industries.

FNF acquired FI for approximately $1.1 billion (including the payment for certain working capital adjustments and estimated transaction costs), consisting of $794.6 million in cash and $275.0 million of FNF's common stock.

The assets acquired and liabilities assumed in the FI acquisition were as follows (in thousands):

Tangible assets	$ 298,960
Computer software	95,000
Intangible assets	348,000
Goodwill	450,743
Liabilities assumed at fair value	(123,082)
Total purchase price	$ 1,069,621

The Company is amortizing the intangible assets using an accelerated method which takes into consideration expected customer attrition rates over a 10-year period. The acquired software is amortized over a ten-year period using an accelerated method that contemplates the period of expected economic benefit and future enhancements to the underlying software. Under the terms of the stock purchase agreement, the Company made a joint election with ALLTEL to treat the acquisition as a sale of assets in accordance with Section 338 (h) (10) of the Internal Revenue Code, which resulted in the revaluation of the assets acquired to fair value for income tax purposes. As such, the fair value assignable to the historical assets, as well as intangible assets and goodwill, is deductible for federal and state income tax purposes.

Fidelity National Information Solutions, Inc.

On September 30, 2003, FNF acquired the outstanding minority interest of Fidelity National Information Solutions, Inc. (FNIS), its publicly traded majority-owned real estate information services subsidiary that provides property data and real estate related services. In the acquisition, each share of

FNIS common stock (other than FNIS common stock the Company already owned) was exchanged for 0.83 shares of FNF's common stock for a total purchase price of $243.7 million.

The Company recorded its proportional share of the fair value of the assets acquired and liabilities assumed in the FNIS minority interest acquisition as follows (in thousands):

Computer software	$ 13,069
Intangible assets	75,827
Goodwill	154,831
Total purchase price	$ 243,727

Aurum Technology, Inc.

On March 11, 2004, FNF acquired Aurum Technology, Inc. (Aurum) for $306.4 million, comprised of $185.0 million in cash and FNF common stock valued at $121.4 million. Aurum is a provider of outsourced and in-house information technology solutions for the community bank and credit union markets.

The assets acquired and liabilities assumed in the Aurum acquisition were as follows (in thousands):

Tangible assets	$ 39,373
Computer software	24,928
Intangible assets	44,803
Goodwill	255,399
Liabilities assumed at fair value	(58,134)
Total purchase price	$ 306,369

Sanchez Computer Associates, Inc.

On April 14, 2004, FNF acquired Sanchez Computer Associates, Inc. (Sanchez) for $183.7 million, comprised of $88.1 million in cash and FNF common stock valued $88.1 million with the remaining purchase price of $7.5 million relating to the issuance of FNF stock options for vested Sanchez stock options. Sanchez develops and markets scalable and integrated software and services that provide banking, customer integration, outsourcing and wealth management solutions to financial institutions in several countries. Sanchez' primary application offering is Sanchez Profile™, a real-time, multi-currency, strategic core banking deposit and loan processing system that can be utilized on both an outsourced and in-house basis.

The assets acquired and liabilities assumed in the Sanchez acquisition were as follows (in thousands):

Tangible assets	$ 28,662
Computer software	29,331
Intangible assets	19,638
Goodwill	127,630
Liabilities assumed at fair value	(21,591)
Total purchase price	$ 183,670

Kordoba

On September 30, 2004, FNF acquired a 74.9% interest in KORDOBA Gesellschaft fur Bankensoftware mbH & Co. KG, Munich, or Kordoba, a provider of core processing software and outsourcing solutions to the German banking market, from Siemens Business Services GmbH & Co. OHG (Siemens). The acquisition price was $123.6 million in cash. The Company recorded the

Kordoba acquisition based on its proportional share of the fair value of the assets acquired and liabilities assumed on the purchase date.

In connection with the purchase of the 74.9% interest in Kordoba, the Company entered into a put/call option on the 25.1% interest in Kordoba retained by Siemens, which is exercisable during a ninety-day period beginning in October 2008. Under the put/call option, the Company has the unilateral right to purchase (call option) the 25.1% interest that Siemens has retained at a price based on the revenues and operating results of Kordoba in the four quarters preceding the exercise date. The put/call option also provides Siemens with the unilateral right to sell (put option) its 25.1% to the

Company on similar terms. In recording the purchase, the Company has recorded a liability of $12.4 million for the estimated fair value of the put/call option. (see note 13 for subsequent event relating to purchase of minority interest in Kordoba)

The assets acquired and liabilities assumed in the Kordoba acquisition were as follows (in thousands):

Tangible assets	$	87,858
Computer software		25,834
Intangible assets		26,834
Goodwill		88,430
Liabilities assumed at fair value		(105,372)
Total purchase price	$	123,584

InterCept, Inc.

On November 8, 2004, the Company acquired all of the outstanding stock of InterCept, Inc. (InterCept) for $18.90 per share. The total purchase price was approximately $419.4 million which included $407.3 million of cash with the remaining purchase price relating to the issuance of FNF options for vested InterCept options. InterCept provides both outsourced and in-house, fully integrated core-banking solutions for community banks, including loan and deposit processing and general ledger and financial accounting operations. InterCept also operates significant item processing and check imaging operations, providing imaging for customer statements, clearing and settlement, reconciliation and automated exception processing in both outsourced and in-house relationships for customers.

The assets acquired and liabilities assumed in the InterCept acquisition were as follows (in thousands):

Tangible assets	$	70,833
Computer software		12,700
Intangible assets		125,795
Goodwill		267,079
Liabilities assumed at fair value		(57,048)
Total purchase price	$	419,359

Selected unaudited pro forma combined results of operations for the years ended December 31, 2004 and 2003, assuming the above acquisitions had occurred as of January 1, 2003, and using actual general and administrative expenses prior to the acquisition, are set forth below:

	Year Ended December 31,			
	2004(a)		2003(a)	
Total revenue	$	2,649,953	$	2,524,823
Net earnings	$	174,517	$	192,866
Proforma earnings per share-basic and diluted	$	1.36	$	1.51

Other acquisitions

Additionally, the following transactions with acquisition prices less than $100 million each were entered into by FNF and subsequently contributed to the Company during the period from January 1, 2002 through December 31, 2004:

Name of Company Acquired	Date Acquired	Purchase Price	
Lender's Service, Inc.	February 10, 2003	$	75.0 million
Webtone Technologies, Inc.	September 2, 2003	$	90.0 million
Hansen Quality Loan Services, LLC(i)	February 27, 2004	$	34.0 million
Bankware	April 7, 2004	$	47.7 million
Geotrac, Inc.	July 2, 2004	$	40.0 million
ClearPar LLC	December 13, 2004	$	25.0 million

(i) Represents purchase by FNF of the remaining 45% interest not already owned by the Company

(3) Investment in Covansys Corporation

On September 15, 2004, FNF acquired 11 million shares of common stock and warrants to purchase 4 million additional shares of Covansys Corporation (Covansys), a publicly traded U.S. based provider of application management and offshore outsourcing services with India based operations for $121.0 million in cash. FNF subsequently contributed the common stock and warrants to the Company which resulted in the Company owning approximately 29% of the common stock of Covansys. The Company will account for the investment in common stock using the equity method of accounting and, until March 24, 2005, accounted for the warrants under SFAS No. 133. Under SFAS No. 133, the warrants were considered derivative instruments and were recorded at a fair value of approximately $23.5 million on the date of acquisition. On March 25, 2005, the terms of the warrants were amended to add a mandatory holding period subsequent to exercise of the warrants and eliminate a cashless exercise option available to the Company. Following these amendments, the accounting for the warrants is now governed by the provisions

(a) Impact of full year 2004 for Kordoba is approximately $93.2 million and $15.5 million in total revenue and net earnings, respectively. Comparable information is not available for 2003 that is in conformity with U.S. generally accepted accounting principles and therefore, no amounts related to Kordoba have been included in the 2003 pro forma information.

of SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities,* and future changes in the fair value of the warrants will be recorded through equity in other comprehensive earnings (loss).

The Company also entered into a master service provider agreement with Covansys which requires the Company to purchase a minimum of $150 million in services over a five year period expiring June 30, 2009 or be subject to certain penalties if defined spending thresholds are not met. The Company is subject to penalties of $8.0 million in the event that certain annual thresholds are not met and a final penalty equal to 6.67% of the unmet commitment. Through December 31, 2004, the Company had spent approximately $5 million under the terms of this agreement.

An unaudited summary consolidated balance sheet for Covansys at December 31, 2004 is as follows (in thousands):

Current assets	$	183,582
Property and equipment		29,762
Goodwill		19,148
Other assets		16,310
Total assets	$	248,802
Current liabilities	$	71,149
Other liabilities		3,462
Shareholders' equity		174,191
Total liabilities and shareholders' equity	$	248,802

An unaudited summary income statement for Covansys for the three months ended December 31, 2004 is as follows (in thousands):

Revenue	$	99,171
Net income	$	9,224

(4) Property and Equipment

Property and equipment as of December 31, 2004 and 2003 consists of the following (in thousands):

		2004		2003
Land	$	9,493	$	9,487
Buildings		91,438		68,383
Leasehold improvements		24,780		14,380
Computer equipment		188,371		107,588
Furniture, fixtures, and other equipment		26,057		21,926
		340,139		221,764
Accumulated depreciation and amortization		(123,161)		(68,455)
	$	216,978	$	153,309

Depreciation and amortization expense on property and equipment amounted to $61.1 million, $36.0 million and $7.1 million for the years ended December 31, 2004, 2003 and 2002, respectively.

(5) Goodwill

Changes in Goodwill, net of purchase accounting adjustments, during the years ended December 31, 2004 and 2003 are summarized as follows (in thousands):

Balance, December 31, 2002	$	176,815
Goodwill acquired during 2003		789,198
Balance, December 31, 2003		966,013
Goodwill acquired during 2004		791,744

Balance, December 31, 2004	$ 1,757,757

(6) Intangible Assets

Intangible assets, as of December 31, 2004 and 2003, consist of the following (in thousands):

	Cost	Accumulated amortization	Net
2004:			
Customer relationships	$ 752,041	$ 167,898	$ 584,143
Trademarks	45,011	—	45,011
	$ 797,052	167,898	$ 629,154
2003:			
Customer relationships	$ 508,458	63,331	$ 445,127
Trademarks	5,196	—	5,196
	$ 513,654	$ 63,331	$ 450,323

Amortization expense for intangible assets with definite lives was $104.6 million, $51.4 million and $8.6 million for the years ended December 31, 2004, 2003 and 2002, respectively. Intangible assets, other than those with indefinite lives are amortized over their estimated useful lives ranging from 5 to 10 years using accelerated methods. Estimated amortization expense for the next five years is $117.4 million for 2005, $104.1 million for 2006, $89.2 million for 2007, $75.3 million for 2008, and $56.3 million for 2009.

(7) Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities as of December 31, 2004 and 2003 consist of the following (in thousands):

	2004	2003
Salaries and incentives	$ 48,177	$ 48,878
Accrued benefits	13,317	14,323
Trade accounts payable	79,370	70,153
Other accrued liabilities	139,565	64,105
	$ 280,429	$ 197,459

(8) Long-Term Debt

Long-term debt as of December 31, 2004 and 2003 consists of the following (in thousands):

	2004	2003
Syndicated credit agreement, unsecured, interest due quarterly at LIBOR plus 0.50% (2.92% at December 31, 2004), unused portion of $90 million at December 31, 2004	$ 410,000	$ —
Other long-term debt with various interest rates, maturities, and collateral terms	21,205	13,789
	431,205	13,789
Less current portion	(13,891)	(11,121)
Long-term debt, excluding current portion	$ 417,314	$ 2,668

Principal maturities for the next five years ending December 31 are as follows (in thousands):

2005	$ 13,891
2006	4,585
2007	2,729
2008	—
2009	410,000
	$ 431,205

On November 8, 2004, in connection with the acquisition of InterCept, the Company drew down $410.0 million on a new credit agreement to fund the acquisition of InterCept. The credit agreement, guaranteed by FNF, provides for a $500.0 million, 5-year revolving credit facility due November 8, 2009. The facility provides an option to increase the size of the credit facility an additional $100.0 million and bears interest at a variable rate based on leverage, and is unsecured. In addition, the Company pays a 0.15% commitment fee on the entire facility. On March 9, 2005, as part of the recapitalization and equity sale of 25% of the Company, the facility was paid off and the agreement was terminated (see note 13).

(9) Income Taxes

Income tax expense (benefit) for the years ended December 31, 2004, 2003 and 2002 consists of the following (in thousands):

	2004	2003	2002
Current	$ 129,346	$ 129,748	$ 40,308
Deferred	(11,003)	8,227	(918)
	$ 118,343	$ 137,975	$ 39,390

A reconciliation of the federal statutory income tax rate to the Company's effective income tax rate for the years ended December 31, 2004, 2003 and 2002 is as follows (in thousands):

	2004	2003	2002
Federal statutory income tax rate	35.0%	35.0%	35.0%
State income taxes	5.9	5.2	4.9
Federal benefit of state taxes	(2.1)	(1.8)	(1.7)
Change in valuation allowance	(0.9)	0.8	0.0
Other	(0.3)	(0.4)	(0.9)
Effective income tax rate	37.6%	38.8%	37.3%

The significant components of deferred income tax assets and liabilities at December 31, 2004 and 2003 consists of the following (in thousands):

	2004	2003
Deferred income tax assets:		
Deferred revenue	$ 55,439	$ 27,643
Net operating loss carryforwards	56,247	19,462
Allowance for doubtful accounts	5,387	7,106
Employee benefit accruals	19,102	4,550
Other	15,580	11,162
Total gross deferred income tax assets	151,755	69,923
Less valuation allowance	(3,047)	(2,845)
Total deferred income tax assets	148,708	67,078
Deferred income tax liabilities:		
Deferred contract costs	27,597	10,223
Amortization of goodwill, intangible assets, and computer software	151,327	57,642
Other	5,982	—
Total deferred income tax liabilities	184,906	67,865
Net deferred income tax liability	$ 36,198	$ 787

Deferred income taxes have been classified in the Combined Balance Sheets as of December 31, 2004 and 2003 as follows (in thousands):

	2004	2003
Current assets	$ 99,136	$ 21,778
Noncurrent liabilities	135,334	22,565
Net deferred income tax liability	$ 36,198	$ 787

Management believes that based on its historical pattern of taxable income, the Company will produce sufficient income in the future to realize its deferred income tax assets. A valuation allowance is established for any portion of a deferred income tax asset that management believes it is more likely than not that the Company will not be able to realize the benefits of. Adjustments to the valuation allowance are made if there is a change in management's assessment of the amount of deferred income tax asset that is realizable.

At December 31, 2004, the Company has a net operating loss carryforward of $146.1 million which was obtained from acquired entities. The net operating losses expire between 2019 and 2023.

(10) Commitments and Contingencies

Litigation

In the ordinary course of business, the Company is involved in various pending and threatened litigation matters related to its operations, some of which include claims for punitive or exemplary damages. The Company believes that no actions, other than those disclosed below, depart from

customary litigation incidental to its business and that the resolution of all pending and threatened litigation will not have a material adverse impact on the Company's results of operations, financial position or cash flows.

The Company is a defendant in a civil lawsuit brought by an organization that formerly acted as a sales agent for Alltel Information Services in China. The suit, which is pending in state court in Monterey County, CA, seeks to recover damages for an alleged breach of the agency contract. The Company intends to defend this case vigorously. The plaintiff in the case has made allegations that the Company violated the Foreign Corrupt Practices Act (FCPA) in connection with its dealings involving a bank customer in China. The Company, through FNF, is cooperating with the Securities and Exchange Commission and the U.S. Department of Justice in connection with their inquiry into these allegations. The Company and its counsel are in the process of investigating these allegations. Based on the results and extent of the investigations completed to date, the Company does not believe that there have been any violations of the FCPA by the Company, or that the ultimate disposition of these allegations or the lawsuit will have a material adverse impact on the Company's financial position, results of operations or cash flows.

Indemnifications and Warranties

The Company often indemnifies its customers against damages and costs resulting from claims of patent, copyright, or trademark infringement associated with use of its software through software licensing agreements. Historically, the Company has not made any payments under such indemnifications, but continues to monitor the conditions that are subject to the indemnifications to identify whether it is probable that a loss has occurred, and would recognize any such losses when they are estimable. In addition, the Company warrants to customers that its software operates substantially in accordance with the software specifications. Historically, no costs have been incurred related to software warranties and none are expected in the future, and as such no accruals for warranty costs have been made.

Escrow Arrangements

In conducting its operations, the Company routinely holds customers' assets in escrow, pending completion of real estate transactions. Certain of these amounts are maintained in segregated bank accounts and have not been included in the accompanying Combined Balance Sheets. The Company has a contingent liability relating to proper disposition of these balances, which amounted to $2.4 billion at December 31, 2004. As a result of holding these customers' assets in escrow, the Company has ongoing programs for realizing economic benefits during the year through favorable borrowing and vendor arrangements with various banks. There were no investments or loans outstanding as of December 31, 2004 related to these arrangements.

Leases

The Company leases certain of its property and equipment under leases which expire at various dates. Several of these agreements include escalation clauses and provide for purchases and renewal options for periods ranging from one to five years.

Future minimum operating lease payments for leases with remaining terms greater than one year for each of the years in the five years ending December 31, 2009 and thereafter and in the aggregate are as follows (in thousands):

2005	$	41,939
2006		38,037
2007		29,614
2008		21,513
2009		16,545
Thereafter		23,031
Total	$	170,679

Rent expense incurred under all operating leases during the years ended December 31, 2004, 2003 and 2002, was $52.6 million, $32.7 million, and $15.9 million, respectively.

(11) Employee Benefit Plans

Stock Purchase Plan

FIS employees participate in the Fidelity National Financial, Inc. Employee Stock Purchase Plan (ESPP). Under the terms of the ESPP and subsequent amendments, eligible employees may voluntarily purchase, at current market prices, shares of FNF's common stock through payroll deductions. Pursuant to the ESPP, employees may contribute an amount between 3% and 15% of their base salary and certain commissions. Shares purchased are allocated to employees, based upon their contributions. The Company contributes varying matching amounts as specified in the ESPP. The

Company recorded $8.1 million, $4.3 million, and $0.9 million, respectively, for the years ended December 31, 2004, 2003 and 2002 relating to the participation of FIS employees in the ESPP.

401(k) Profit Savings Plan

The Company's employees are covered by a qualified 401(k) plan sponsored by FNF. Eligible employees may contribute up to 40% of their pretax annual compensation, up to the amount allowed pursuant to the Internal Revenue Code. FNF generally matches 50% of each dollar of employee contribution up to 6% of the employee's total eligible compensation. The Company recorded $3.1 million, $2.8 million, and $1.7 million, respectively, for the years ended December 31, 2004, 2003 and 2002 relating to the participation of FIS employees in the 401(k) plan.

Stock Option Plans

Certain FIS employees are participants in FNF's stock-based compensation plans, which provide for the granting of incentive and nonqualified stock options, restricted stock and other stock-based incentive awards for officers and key employees. Grants of incentive and nonqualified stock options under these plans have generally provided that options shall vest equally over three years and generally expire ten years after their original date of grant. All options granted under these plans have an exercise price equal to the market value of the underlying common stock on the date of grant. However, certain of these plans allow for the option exercise price for each share granted pursuant to a nonqualified stock option to be less than the fair market value of the common stock on the date of grant to reflect the application of the optionee's deferred bonus, if applicable.

In 2003, FNF issued to certain FIS employees rights to purchase shares of restricted common stock (Restricted Shares). A portion of the Restricted Shares vest over a five-year period and a portion of the Restricted Shares vest over a four-year period, of which one-fifth vested immediately on the date of grant. The Company recorded stock-based compensation expense of $2.4 million and $1.5 million in connection with the issuance of Restricted Shares to FIS employees for the years ended December 31, 2004 and 2003, respectively, which was based on an allocation of compensation expense to the Company for employees and directors who provided services to the Company.

The Company follows the fair value recognition provisions of Statement of Financial Accounting Standards No. 123, *Accounting for Stock-Based Compensation* (SFAS No. 123), for stock-based employee compensation. Under the fair value method of accounting, compensation cost is measured based on the fair value of the award at the grant date and recognized over the service period. The

Company has elected to use the prospective method of transition, as permitted by Statement of Financial Accounting Standards No. 148, *Accounting for Stock-Based Compensation—Transition and Disclosure* (SFAS No. 148). Under this method, stock-based employee compensation cost is recognized from the beginning of 2003 as if the fair value method of accounting had been used to account for all employee awards granted, modified, or settled in years beginning after December 31, 2002. The Company has provided for stock-based compensation expense of $15.4 million and $3.8 million for the years ended December 31, 2004 and 2003, respectively, which is included in selling, general, and administrative expenses in the Combined Statements of Earnings, as a result of the adoption of SFAS No. 123.

Kordoba Defined Benefit Plans

In connection with the Kordoba acquisition, the Company assumed Kordoba's defined benefit plan obligations. These obligations relate to retirement benefits to be paid to Kordoba's employees upon retirement. On December 31, 2004, the net benefit obligation, fair value of plan assets and the net amount recognized on the Combined Balance Sheet are as follows (in thousands):

Net benefit obligation	$	17,249
Fair value of plan assets		—
Net amount recognized	$	17,249

The benefit cost from September 30, 2004 (acquisition date) through December 31, 2004 is as follows:

Service cost	$	243
Interest cost		199
Total benefit costs	$	442

The assumptions used to determine benefit obligations at December 31, 2004 and the periodic benefit cost for the three-month period ended December 31, 2004 were as follows (in thousands):

	2004
Discount rate	5.25%
Salary projection rate	2.25%

Projected payments relating to these liabilities for the next five years ending December 31, 2009 and the period from 2010 to 2014 are as follows (in thousands):

2005	$	307
2006		496
2007		452
2008		582

2009	727
2010-2014	5,861

(12) Concentration of Risk

The Company generates a significant amount of revenue from large customers, but only one customer accounted for more than 10% of revenues in any year. That customer accounted for approximately 17.6 % of total revenues for the year ended December 31, 2003. Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash equivalents, and trade receivables.

The Company places its cash equivalents with high credit quality financial institutions and, by policy, limits the amount of credit exposure with any one financial institution. Investments in commercial paper of industrial firms and financial institutions are rated investment grade by nationally recognized rating agencies.

Concentrations of credit risk with respect to trade receivables are limited because a large number of geographically diverse customers make up the Company’s customer base, thus spreading the trade receivables credit risk. The Company controls credit risk through monitoring procedures.

(13) Subsequent Events

Related Party Agreements

In March 2005, the Company entered into various agreements with FNF under which the Company will continue to provide title agency services, title plant management, and IT services. Further, the Company also entered into service agreements with FNF under which FNF will continue to provide corporate services to the Company. A summary of these agreements is as follows:

- *Agreements to provide title agency services.* These agreements allow the Company to provide services to existing customers through loan facilitation transactions, primarily with large national lenders. This arrangement involves the Company providing title agency services which result in the issuance of title policies by the Company on behalf of title insurance underwriters owned by FNF and subsidiaries. Subject to certain early termination provisions for cause, each of these agreements may be terminated upon five years’ prior written notice, which notice may not be given until after the fifth anniversary of the effective date of the agreement (thus effectively resulting in a minimum ten year term and a rolling one-year term thereafter).

- *Agreements to provide title plant maintenance and management.* These agreements govern the fee structure by which the Company will be paid for maintaining, managing and updating title plants owned by FNF’s title underwriters in certain parts of the country. In the case of the maintenance agreement, the Company will be responsible for the costs of keeping the title plant assets current and functioning and in return will receive the revenue generated by those assets. The Company will pay FNF a royalty fee of 2.5% to 3.75% of the revenues received. Subject to certain early termination provisions for cause, each of these agreements may be terminated upon five years’ prior written notice, which notice may not be given until after the fifth anniversary of the effective date of the agreement (thus effectively resulting in a minimum ten year term and a rolling one-year term thereafter).

- *Agreement to provide IT services.* This arrangement governs the revenues to be earned by the Company for providing IT support services and software, primarily infrastructure support and data

center management, to FNF. Subject to certain early termination provisions (including the payment of minimum monthly service and termination fees), this agreement has an initial term of five years with an option to renew for one or two additional years.

- *Agreements by FNF to provide corporate services to the Company.* These agreements provide for FNF to continue to provide general management, accounting, treasury, tax, finance, legal, payroll, human resources, employee benefits, internal audit, mergers and acquisitions, and other corporate support to the Company. The pricing of these services will be at cost for services which are either directly attributable to the Company, or in certain circumstances, an allocation of the Company’s share of the total costs incurred by FNF in providing such services based on estimates that FNF and the Company believe to be reasonable. These agreements limit the amount of corporate services costs that can be billed to the Company at $50 million per year, with certain exceptions. These agreements will continue until the last of the specified services is terminated or the agreements are terminated by mutual agreement of the parties; provided, however, that, in any event, the agreements will terminate no later than six months after an initial public offering by, or sale of, the Company. This arrangement could affect future results, as the historical Combined Financial Statements included herein did not contain a ceiling for these costs.

(b) Recapitalization of FIS and Sale of Equity Interest

On March 9, 2005, the recapitalization of FIS was completed through $2.8 billion in secured borrowings under new senior credit facilities consisting of an $800 million Term Loan A facility, a $2.0 billion Term Loan B facility (collectively, the Term Loan Facilities) and a $400 million revolving credit facility (Revolver). FIS fully drew upon the entire $2.8 billion in Term Loan Facilities to complete the recapitalization while the Revolver remained undrawn at the closing. The current interest rate on both the Term Loan Facilities and the Revolver is LIBOR +1.75% (4.51% at March 31, 2005). The Term Facilities are subject to quarterly amortization of principal in equal installments of 0.25% of the principal amount with the remaining balance due at maturity in 2011 and 2013, respectively. Bank of America, JP Morgan Chase, Wachovia Bank, Deutsche Bank and Bear Stearns lead a consortium of lenders providing the new senior credit facilities. The Company is subject to certain covenants under this agreement, including a restriction on dividend payments.

The sale of the equity interest was accomplished through FIS selling a 25 percent equity interest to an investment group led by Thomas H. Lee Partners (THL) and Texas Pacific Group (TPG). FIS issued a total of 50 million shares of common stock of FIS to the investment group for a total purchase price of $500 million. A new Board of Directors has been created at FIS, with William P. Foley, II, current Chairman and Chief Executive Officer of FNF, serving as Chairman and Chief Executive Officer of FIS. FNF has appointed four additional members to the FIS Board of Directors, while each of THL and TPG has appointed two new directors. (See “Merger with Certegy Inc.”)

The following steps were undertaken to consummate the FIS recapitalization plan and equity interest sale in FIS. On March 8, 2005, FIS declared and paid a $2.7 billion dividend to FNF in the form of a note. On March 9, 2005, FIS borrowed $2.8 billion under its new senior credit facilities and then paid FNF $2.7 billion, plus interest in repayment of the note. The equity interest sale in FIS was then closed through the payment of $500 million from the investment group led by THL and TPG to FIS. FIS then repaid

approximately $410 million outstanding under its November 8, 2004 credit facility (see note 8). Finally, FIS paid all expenses related to the transactions. These expenses totaled $80.4 million, consisting of $33.2 million in financing fees and $47.2 million in fees relating to the equity interest sale, including placement fees payable to the investors.

The following table shows the pro forma effects on the Condensed Combined Balance Sheet as of December 31, 2004 of the recapitalization, minority interest sale and related debt repayments (the Transactions) as if they had occurred on that date.

	Historical December 31, 2004	Pro Forma Adjustments	Pro Forma December 31, 2004
Cash and cash equivalents	$ 190,888	109,600(i)	$ 300,488
Other current assets	584,922	—	584,922
Goodwill	1,757,757	—	1,757,757
Other assets	1,469,289	33,200(ii)	1,502,489
Total assets	$ 4,002,856	$ 142,800	$ 4,145,656
Current liabilities	$ 575,186	$ —	$ 575,186
Long-term debt	417,314	2,390,000(iii)	2,807,314
Other liabilities	241,897	—	241,897
Total liabilities	1,234,397	2,390,000	3,624,397
Minority interest	13,615	—	13,615
Equity	2,754,844	(2,247,200)(iv)	507,644
Total liabilities and equity	$ 4,002,856	$ 142,800	$ 4,145,656

The pro forma adjustments in the above table include the following:

(i) An increase in cash and cash equivalents of $109.6 million consisting of the following (in thousands):

Borrowings	$ 2,800,000
Proceeds from equity sale	500,000
Transaction costs	(80,400)
Debt repayment	(410,000)
Dividend and return of capital to FNF	(2,700,000)
Net increase in cash and cash equivalents	$ 109,600

(ii) An increase in other assets for the $33.2 million in capitalized financing costs.

(iii) An increase in notes payable of $2,390.0 million relating to the $2,800.0 million from the Term Loan Facilities less the repayment of $410.0 million in credit facilities that were outstanding as of December 31, 2004.

(iv) A decrease in equity of $2,247.2 million relating to the payment of the $2,700.0 million dividend and return of capital to FNF offset by the net proceeds of $452.8 million on the sale of the 25% interest in FIS.

The following table shows the pro forma effects on the Condensed Consolidated Statement of Earnings of the Transactions as if they had occurred on January 1, 2004.

	Historical December 31, 2004	Pro forma Adjustments	Pro forma December 31, 2004
Revenue	$ 2,331,527	$ —	$ 2,331,527
Cost of revenues	1,525,174	—	1,525,174
Gross profit	806,353	—	806,353
Selling, general and administrative expenses and research and development costs	506,524	—	506,524
Interest expense	4,496	82,369(i)	86,865
Interest and other income	19,407	—	19,407
Earnings (loss) before income taxes, equity in earnings (loss) of unconsolidated entities, and minority interest	314,740	(82,369)	232,371
Income tax expense (benefit)	118,343	(30,971)(i)	87,372
Earnings before equity in earnings (loss) of unconsolidated entities and minority interest	196,397	(51,398)	144,999
Equity in earnings (loss) of unconsolidated entities and minority interest	(6,981)	—	(6,981)
Net Earnings	$ 189,416	$ (51,398)	$ 138,018

The proforma adjustments in the above table include the following:

(i) An increase in interest expense of $82.4 million, $51.4 million net of tax, which includes additional interest expense of $78.0 million due to the net increase in long-term debt of $2,390.0 million and amortization of capitalized financing costs of $4.4 million.

(c) Purchase of Kordoba Minority Interest

On September 30, 2005, the Company announced that it had purchased the 25.1% minority equity stake in Kordoba from Siemens.

(d) Merger with Certegy Inc.

On February 1, 2006, the Company completed a reverse acquisition (Merger) with Certegy Inc. (Certegy), a payments processing company headquartered in St. Petersburg, Florida. Following the Merger, Certegy changed its name to Fidelity National Information Services, Inc.

As a result of the Merger, each share of FIS common stock, issued and outstanding immediately prior to the closing was converted into 0.6396 shares of Certegy's common stock, par value $0.01 per share (Certegy Stock). As a result of the Merger, the Company's stockholders own approximately 67.4% of the combined entity. For financial statement purposes, the Merger is treated as an acquisition of Certegy by FIS under the purchase method of accounting. The initial Board of Directors of the Company is made up of 4 nominees appointed by FNF, 4 nominees appointed by current Certegy shareholders and 2 nominees appointed by the investment group including THL and TPG. The Company's former Chief Executive Officer (CEO), William P. Foley, II was named the Chairman of the combined entity's Board of Directors, while Certegy's former Chief Executive Officer, Lee A. Kennedy was named the CEO of the combined entity.

The Company's stockholders entered into a registration rights agreement in connection with the closing of the Merger providing for certain registration rights in favor of the Company's stockholders with respect to their shares of Certegy Stock.

In connection with the Merger, Certegy declared a special dividend of $3.75 per share to existing Certegy shareholders prior to the Merger. Certegy's options, restricted shares and restricted stock units became fully vested upon the closing, and remain outstanding or have been paid in accordance with the terms of the plans and agreements under which they were issued. All Certegy options, restricted shares and restricted stock units have been adjusted for the

special dividend. Certegy also assumed the Company's outstanding options and option plan and has converted them into options for Certegy Stock, subject to adjustments described in the Merger Agreement.

In connection with the Merger, on September 14, 2005, Certegy and the Company's stockholders entered into a Shareholders Agreement (the "Shareholders Agreement") which placed certain post-Merger restrictions on FNF and the Company's other stockholders and makes certain arrangements concerning the post-Merger governance of Certegy. Also certain amendments have been made to some of the related party agreements between the Company and FNF, but such amendments have not materially changed the resulting transactions within those agreements.

(14) Segment Information

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

As of and for the year ended December 31, 2004 (in thousands):

	Financial Institution Software and Services	Default Management Services	Lender Services	Information Services	Corporate and Other	Total
Processing and services revenues	$ 1,269,068	$ 232,132	$ 187,836	$ 648,317	$ (5,826)	$ 2,331,527
Cost of revenues	886,641	182,571	91,510	364,452	—	1,525,174
Gross profit	382,427	49,561	96,326	283,865	(5,826)	806,353
Selling, general and administrative costs	142,855	33,631	20,458	166,121	69,245	432,310
Research development costs	74,214	—	—	—	—	74,214
Operating income	165,358	15,930	75,868	117,744	(75,071)	299,829
Total assets	$ 2,951,157	$ 99,986	$ 166,817	$ 695,308	$ 89,588	$ 4,002,856
Goodwill	$ 1,307,126	$ 20,818	$ 61,452	$ 368,361	$ —	$ 1,757,757
Depreciation and amortization	$ 175,388	$ 2,256	$ 6,681	$ 54,075	$ —	$ 238,400

As of and for the year ended December 31, 2003 (in thousands):

	Financial Institution Software and Services	Default Management Services	Lender Services	Information Services	Corporate and Other	Total
Processing and services revenues	$ 701,246	$ 190,107	$ 368,699	$ 573,272	$ (2,400)	$ 1,830,924
Cost of revenues	473,760	137,634	145,455	347,120	(2,400)	1,101,569
Gross profit	227,486	52,473	223,244	226,152	—	729,355
Selling, general and administrative costs	78,083	28,585	42,448	142,948	39,687	331,751
Research and development costs	38,345	—	—	—	—	38,345
Operating income	111,058	23,888	180,796	83,204	(39,687)	359,259
Total assets	$ 1,434,035	$ 95,437	$ 225,891	$ 568,482	$ 3,240	$ 2,327,085
Goodwill	$ 562,660	$ 20,590	$ 64,989	$ 317,774	$ —	$ 966,013
Depreciation and amortization	$ 100,880	$ 5,094	$ 8,360	$ 29,624	$ —	$ 143,958

As of and for the year ended December 31, 2002 (in thousands):

	Financial Institution Software and Services	Default Management Services	Lender Services	Information Services	Corporate and Other	Total
Processing and services revenues	$ 3,922	$ 130,250	$ 86,191	$ 399,360	$ —	$ 619,723
Cost of revenues	935	92,816	40,680	245,078	—	379,509
Gross profit	2,987	37,434	45,511	154,282	—	240,214
Selling, general and administrative costs	327	18,963	10,348	92,814	22,309	144,761
Operating income	2,660	18,471	35,163	61,468	(22,309)	95,453

Total assets	$	71,869	$	81,274	$	58,337	$	327,568	$	—	$	539,048
Goodwill	$	41,623	$	19,663	$	8,452	$	107,077	$	—	$	176,815
Depreciation and amortization	$	621	$	2,446	$	224	$	15,282	$	—	$	18,573

Financial Institution Software and Services

The Financial Institution Software and Services segment focuses on two primary markets, financial institution processing and mortgage loan processing. In 2004 and 2003, revenue from financial institution processing was $952.3 million and $467.0 million, respectively and revenue from mortgage loan processing was $316.8 million and $234.2 million, respectively. The primary applications are software applications that function as the underlying infrastructure of a financial institution's processing environment. These applications include core bank processing software, which banks use to maintain the primary records of their customer accounts, and core mortgage processing software, which banks use to process and service mortgage loans. This segment also provides a number of complementary applications and services that interact directly with the core processing applications, including applications that facilitate interactions between the segment's financial institution customers and their clients. Included in this segment were $132.8 million and $62.3 million in sales to non-U.S. based customers in 2004 and 2003, respectively. There were no sales to non-U.S. based customers in 2002.

Lender Services

The Lender Services segment offers customized outsourced business process and information solutions to national lenders and loan servicers. This business provides loan facilitation services, which allow customers to outsource their title and closing requirements in accordance with pre-selected criteria, regardless of the geographic location of the borrower or property. Depending on customer requirements, the Company performs these services both in the traditional manner involving many manual steps, and through more automated processes, which significantly reduce the time required to complete the task.

Default Management Services

The Default Management Services segment also provides services to national lenders and loan servicers. These services allow customers to outsource the business processes necessary to take a loan and the underlying real estate securing the loan through the default and foreclosure process.

Information Services

In the Information Services segment, the Company operates a property data business and a real estate-related services business. Revenues from property data products were $197.4 million, $187.7 million and $154.6 million in 2004, 2003 and 2002, respectively. Revenues from real estate related services were $450.9 million, $385.6 million and $244.8 million in 2004, 2003 and 2002, respectively. The Company's property data and real estate-related information services are utilized by mortgage lenders, investors and real estate professionals to complete residential real estate transactions throughout the U.S. The Company offers a comprehensive suite of applications and services spanning the entire home purchase and ownership life cycle, from purchase through closing, refinancing, and resale.

Corporate and Other

The Corporate and Other segment consists of the corporate overhead costs, including interest costs that are not allocated to any operating segments.

UNAUDITED FINANCIAL STATEMENTS OF
FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

CONTENTS

Unaudited Condensed Consolidated and Combined Balance Sheets as of September 30, 2005 and December 31, 2004	F-1
Unaudited Condensed Consolidated and Combined Statements of Earnings for the Nine Months Ended September 30, 2005 and 2004	F-2
Unaudited Condensed Consolidated and Combined Statements of Cash Flows for the Nine Months Ended September 30, 2005 and 2004	F-3
Notes to the Unaudited Condensed Consolidated and Combined Financial Statements	F-4

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

Unaudited Condensed Consolidated and Combined Balance Sheets
September 30, 2005 and December 31, 2004
(In thousands, except share and per share data)

	September 30, 2005	December 31, 2004
Assets		
Current assets:		
Cash and cash equivalents	$ 181,428	$ 190,888
Trade receivables, net of allowance for doubtful accounts	379,125	399,797
Prepaid expenses and other current assets	119,992	85,989
Deferred income taxes	94,076	99,136
Total current assets	774,621	775,810
Property and equipment, net of accumulated depreciation and amortization	218,667	216,978
Goodwill	1,772,642	1,757,757
Intangibles assets, net of accumulated amortization	537,614	629,154
Computer software, net of accumulated amortization	431,032	372,610
Deferred contract costs	152,992	82,970
Investment in common stock and warrants of Covansys	142,426	138,691
Other non current assets	32,977	28,886
Total assets	$ 4,062,971	$ 4,002,856
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 291,014	$ 280,429
Payable to FNF	—	43,740
Income taxes payable	7,852	—
Deferred revenues	237,196	237,126
Current portion of long-term debt	10,610	13,891
Total current liabilities	546,672	575,186
Deferred revenues	105,227	86,626
Deferred income taxes	154,698	135,334
Long-term debt, excluding current portion	2,561,422	417,314
Other long-term liabilities	24,124	19,937
Total liabilities	3,392,143	1,234,397
Minority interest	12,416	13,615
Stockholders' Equity:		
Preferred Stock, $0.01 par value, 200 million shares authorized, none issued and outstanding at September 30, 2005		
Common Stock $0.01 par value; 600 million shares authorized, 127.9 million shares issued and outstanding at September 30, 2005	1,279	—
Additional paid in capital	541,288	—
Retained earnings	110,641	—
Accumulated other comprehensive earnings (loss), net	5,204	16,333
Net investment by FNF	—	2,738,511
Total stockholders' equity	658,412	2,754,844
Total liabilities and stockholders' equity	$ 4,062,971	$ 4,002,856

See Notes to Unaudited Condensed Consolidated and Combined Financial Statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

Unaudited Condensed Consolidated and Combined Statements of Earnings
Nine Months Ended September 30, 2005 and 2004
(In thousands, except per share amounts)

	Nine Months Ended September 30, 2005	Nine Months Ended September 30, 2004
	(in thousands)	
Processing and services revenues, including $87.9 million and $85.9 million of related party revenues for the nine months ended September 30, 2005 and 2004, respectively	$ 2,058,402	$ 1,656,531
Cost of revenues, including depreciation and amortization costs of $185.4 million and $130.3 million for the nine months ended September 30, 2005 and 2004, respectively	1,331,373	1,057,319
Gross profit	727,029	599,212
Selling, general and administrative costs, including depreciation and amortization costs of $35.0 million and $29.7 million and expenses to related parties of $57.9 million and $52.1 million for the nine months ended September 30, 2005 and 2004, respectively	312,921	309,120
Research and development costs	85,784	46,439
Operating income	328,324	243,653
Other income (expense):		
Interest income	4,826	772
Interest expense	(87,357)	(618)
Other income (expense)	(2,391)	8,387
Total other income (expense)	(84,922)	8,541
Earnings before income taxes, equity in earnings of unconsolidated entities and minority interest	243,402	252,194
Income tax expense	90,546	95,326
Equity in earnings of unconsolidated entities	4,379	139
Minority interest expense	6,171	2,001
Net earnings	$ 151,064	$ 155,006
Proforma net earnings per share—basic and diluted	$ 1.18	$ 1.21
Proforma weighted average shares outstanding—basic and diluted	127,920	127,920

See Notes to Unaudited Condensed Consolidated and Combined Financial Statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

Unaudited Condensed Consolidated and Combined Statements of Cash Flows
Nine Months Ended September 30, 2005 and 2004
(In thousands)

	Nine Months Ended September 30, 2005	Nine Months Ended September 30, 2004
	(In thousands)	
Cash flows from operating activities:		
Net earnings	$ 151,064	$ 155,006
Adjustment to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	221,885	161,283
Stock-based compensation cost	16,016	11,984
Deferred income taxes	39,455	5,278
Minority Interest	6,171	2,001
Changes in assets and liabilities, net of effects from acquisitions:		
Net (increase) decrease in trade receivables	21,045	(35,730)
Net increase in prepaid expenses and other current assets	(77,244)	(55,961)
Net increase (decrease) in accounts payable, accrued liabilities, deferred revenue, and other liabilities	26,156	(6,022)
Net cash provided by operating activities	404,548	237,839
Cash flows from investing activities:		
Additions to property and equipment	(63,981)	(61,540)
Additions to capitalized software	(116,516)	(68,684)
Acquistions, net of cash acquired	(51,174)	—
Net cash used in investing activities	(231,671)	(130,224)
Cash flows from financing activities:		
Borrowings	2,800,000	—
Debt service payments	(703,133)	(8,842)
Sale of stock, net of transaction costs	454,336	—
Capitalized debt issuance costs	(33,540)	—
Net distribution to FNF	(2,700,000)	(98,274)
Net cash used in financing activities	(182,337)	(107,116)

Net increase (decrease) in cash and cash equivalents		(9,460)		499
Cash and cash equivalents, at beginning of year		190,888		92,049
Cash and cash equivalents, at end of year	$	181,428	$	92,548
Noncash (distribution to) contribution by FNF	$	(6,719)	$	856,143

See Notes to Unaudited Condensed Consolidated and Combined Financial Statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATES

Notes to the Unaudited Condensed Consolidated and Combined Financial Statements

1. Summary of Significant Accounting Policies

The following describes the significant accounting policies of Fidelity National Information Services, Inc. and subsidiaries and affiliates (collectively, the "Company" or "FIS"), which have been followed in preparing the accompanying Unaudited Condensed Consolidated and Combined Financial Statements. FIS comprises the majority owned technology solutions, processing services and information based services businesses of Fidelity National Financial, Inc. and subsidiaries (collectively referred to as FNF). On March 9th, the Company completed a recapitalization and a 25% equity interest in the Company was sold to a group of private investors (see note 2). After the recapitalization transactions, the Company had 200 million shares of common stock outstanding at a par value of $0.0001 per share.

(a) Description of Business

The Company is a leading provider of technology solutions, processing services, and information based services to the financial services and real estate industries. The Company consists of numerous legal entities and certain operating assets and liabilities which comprise the businesses included in the following segments: Financial Institution Software and Services, Lender Services, Default Management Services, and Information Services. The Company's formation began in early 2004 and was substantially completed in March 2005, when all the entities, assets and liabilities that comprise the Company were organized under one legal entity. The formation was accomplished through the contribution of entities and operating assets and liabilities to a newly formed subsidiary of FNF. After the recapitalization transactions referred to above, the Company had 200 million shares of common stock outstanding at a par value of $0.0001 per share, of which FNF owns 150 million shares and private investors own 50 million shares. The Unaudited Condensed Consolidated and Combined Financial Statements included herein reflect the historical financial position, results of operations and cash flows of the businesses included in the formation described above.

The Financial Institution Software and Services segment focuses on two primary markets, financial institution processing and mortgage loan processing. The primary services provided are the provision of software applications that function as the underlying infrastructure of a financial institution's transaction processing environment. These software applications include core bank processing software, which banks use to maintain the primary records of their customer accounts, and core mortgage processing software, which banks use to originate and service mortgage loans. This business segment also provides a number of complementary software applications and services that interact directly with the core processing applications, including software applications that facilitate interactions between the financial institutions and their customers.

The Lender Services segment offers customized outsourced business process and information solutions to lenders and loan servicers. This business provides loan facilitation services, which allow financial institutions to outsource their title and loan closing requirements in accordance with pre-selected criteria, regardless of the geographic location of the borrower or property.

The Default Management Services segment allows customers to outsource the business processes necessary to take a loan and the underlying real estate securing the loan through the default and foreclosure process. The Company utilizes its own resources and networks established with independent contractors to provide these outsourcing solutions.

In the Information Services segment, the Company operates various property data and real estate related services businesses. The Company's property data and real estate-related services are utilized by mortgage lenders, investors and real estate professionals to complete residential real estate transactions throughout the

U.S. The Company offers a comprehensive suite of services spanning the entire home purchase and ownership life cycle, from purchase through closing, refinancing, and resale.

(b) Principles of Consolidation and Combination and Basis of Presentation

Through March 7, 2005, the accompanying Unaudited Condensed Combined Financial Statements include those assets, liabilities, revenues and expenses directly attributable to FIS's operations and allocations of certain FNF corporate assets, liabilities and expenses to FIS. These amounts have been allocated to FIS on the basis that is considered by management to reflect most fairly or reasonably the utilization of the services provided to or the benefit obtained by the Company. Management believes the methods used to allocate these amounts are reasonable. On March 7, 2005, the entities that currently make up the Company were consolidated under a holding company structure and the accompanying Unaudited Condensed Consolidated Financial Statements reflect activity subsequent to that date. All significant intercompany profits, transactions and balances have been eliminated in consolidation and combination. The financial information included herein does not necessarily reflect what the financial position and results of operations of the Company would have been had it operated as a stand-alone entity during the periods covered. The Company's investments in non-majority-owned partnerships and affiliates are accounted for on the equity method.

All dollars presented in the accompanying Unaudited Condensed Consolidated and Combined Financial Statements are in thousands unless indicated otherwise.

(c) Transactions with Related Parties

The Company has historically conducted business with FNF and intends to continue these business arrangements in the future.

Included in the Financial Institution Software and Services segment for the nine months ended September 30, 2005 and 2004 is $41.4 million and $41.9 million, respectively, in processing and services revenues from FNF relating to the provision of information technology (IT) infrastructure support and data center management services.

The Lender Services and Default Management Services segment includes revenues generated from loan facilitation transactions with lenders. A significant part of those transactions involves title agency functions resulting in the issuance of title insurance policies by a title insurance underwriter owned by FNF. The Company also performs similar functions in connection with trustee sale guarantees, a form of title insurance, that subsidiaries of FNF issue as part of the foreclosure process on a defaulted loan. The Lender Services segment includes revenues from unaffiliated third parties of $61.3 million and $84.2 million for the nine months ended September 30, 2005 and 2004, respectively, representing commissions on title insurance policies written by the Company on behalf of title insurance subsidiaries of FNF. These commissions are equal to 88% of the total title premium from title policies that the Company places with subsidiaries of FNF.

The Company's property information division within the Information Services segment manages FNF's title plant assets in certain areas of the United States. The underlying title plant information is owned by FNF title underwriters; the Company manages and updates the information in return for the right to sell it to title insurers, including FNF underwriters and other customers. As part of that management agreement, the Company earns all revenue generated by those assets, both from third party customers and from FNF and subsidiaries, and is also responsible for the costs related to keeping the title plant assets current and functioning on a daily basis. In addition, since November 2004, the Company also pays FNF a royalty fee ranging from 2.5% to 3.75% of those revenues based on volume. The Company recorded royalty expense of $2.2 million for the nine months ended September 30, 2005. This business requires, among other things, that the Company gather updated property information, organize it, input it into one of several systems, maintain or obtain the use of necessary software and hardware to store, access and deliver the data, sell and deliver the data to customers and provide various forms of customer support. The Company's costs include personnel costs, charges of third parties such as government offices for title information, technology costs and other operating expenses. FNF benefits from having its title plant assets continually updated and accessible. Included in the Information Services segment for the nine months ended September 30, 2005 and 2004 are

revenues of $20.3 million and $22.4 million, respectively, related to the sale of property information to FNF. Also included in this segment are property data sales and license revenue received from FNF for certain real estate related services and software of $16.5 million and $11.5 million for the nine months ended September 30, 2005 and 2004, respectively.

The Company has earned other amounts from FNF or its subsidiaries related to various miscellaneous licensing, leasing, and cost sharing agreements which amounted to $9.7 million and $10.1 million for the nine month periods ended September 30, 2005 and 2004, respectively.

FNF provides certain corporate services to the Company relating to general management, accounting, tax, finance, legal, payroll, human resources, internal audit and mergers and acquisitions. The cost of these services has been allocated or passed through to the Company from FNF based upon reasonable allocation bases including revenues, head count, specific identification and others. Total costs allocated for the nine months ended September 30, 2005 and 2004 were $50.7 million and $47.3 million, respectively, and are reflected in selling, general and administrative expenses in the Consolidated and Combined Statements of Earnings. Also included in selling, general and administrative expenses are payments to a subsidiary of FNF for equipment leases in the amount of $5.0 million and $4.8 million for the nine month periods ended September 30, 2005 and 2004, respectively. The equipment covered by those leases was purchased by the Company in June 2005 for $19.4 million.

The Company believes the amounts earned from or charged by FNF to the Company under each of the foregoing service arrangements are fair and reasonable. Although the 88% commission rate earned by the Company's Lender Services segment was set without negotiation, the Company believes it is consistent with the blended rate that would be available to a third party title agent given the amount and the geographic distribution of the business produced and the low risk of loss profile of the business placed. In connection with title plant management, the Company charges FNF title insurers for title information at approximately the same rates it and other similar vendors charge unaffiliated title insurers. The Company's IT infrastructure support and data center management services to FNF, from which the Company earned $41.4 million and $41.9 million for the nine months ended September 30, 2005 and 2004, respectively, is priced within the range of prices the Company offers to third parties for similar services.

The Company owed FNF $43.7 million at December 31, 2004, relating primarily to amounts owed relating to the various relationships described above between the two companies and the Company's share of income taxes payable by FNF through March 2005. Subsequent to that, the Company will file its own consolidated tax return. This amount represents the related party activity and income taxes payable activity for November 2004 as of December 31, 2004. All intercompany and income tax activity due prior to November 2004 were considered capital contributions and included in FNF's net investment in the Company. Effective in 2005, the Company settles related party activity on a monthly basis.

(d) Stock Based Compensation Plans

Certain FIS employees are participants in FNF's stock based compensation plans, which provide for the granting of incentive and nonqualified stock options, restricted stock and other stock based incentive awards for officers and key employees. During the nine months ended September 30, 2005, the Company also granted stock options through its stock based compensation plan (see note 6).

The Company accounts for stock-based compensation using the fair value recognition provisions of SFAS No. 123, Accounting for Stock Based Compensation (SFAS No. 123) effective as of the beginning of 2003. Under the fair value method of accounting, compensation cost is measured based on the fair value of the award at the grant date and recognized over the service period. The Company has elected to use the prospective method of transition, as permitted by Statement of Financial Accounting Standards No. 148, Accounting for Stock Based Compensation—Transition and Disclosure (SFAS No. 148). Under this method, stock based employee compensation cost is recognized from the beginning of 2003 as if the fair value method of accounting had been

used to account for all employee awards granted, modified, or settled in years beginning after December 31, 2002. The Company has recorded stock compensation expense of $16.0 million and $12.0 million for the nine months ended September 30, 2005 and 2004, respectively, which is included in

selling, general, and administrative costs in the Consolidated and Combined Statements of Earnings, as a result of the adoption of SFAS No. 123.

The following table illustrates the effect on net earnings for the nine months ended September 30, 2005 and 2004 as if the Company had applied the fair value recognition provisions of SFAS No. 123 to all awards held by FIS employees who are plan participants (in thousands):

	Nine Months Ended September 30,	
	2005	2004
Net earnings, as reported	$ 151,064	$ 155,006
Add stock-based compensation expense included in reported net earnings, net of related income tax effects	9,879	7,429
Deduct total stock-based employee compensation expense determined under fair value based methods for all awards, net of related income tax effects	(10,223)	(7,689)
Pro forma net earnings	$ 150,720	$ 154,746
Pro forma net earnings per share—basic and diluted	$ 1.18	$ 1.21

(e) Pro forma Net Earnings Per Share

Pro forma net earnings per share is calculated for all periods presented using the 200 million shares of FIS outstanding following its recapitalization on March 9, 2005 as adjusted by the exchange ratio of 0.6396 (127.9 million shares) for the merger with Certegy Inc. on February 1, 2006 (see note 3).

2. Recapitalization of FIS and Sale of Equity Interest

On March 9, 2005, the recapitalization of the Company was completed through $2.8 billion in borrowings under new senior credit facilities consisting of an $800 million Term Loan A facility, a $2.0 billion Term Loan B facility (collectively, the Term Loan Facilities) and a $400 million revolving credit facility (Revolver). The Company fully drew upon the entire $2.8 billion in Term Loan Facilities to complete the recapitalization while the Revolver remained undrawn at the closing. The current interest rate on both the Term Loan Facilities and the Revolver is LIBOR +1.75% (4.96% at June 30, 2005). Bank of America, JP Morgan Chase, Wachovia Bank, Deutsche Bank and Bear Stearns lead a consortium of lenders providing the new senior credit facilities.

The sale of the equity interest was accomplished through the Company selling a 25 percent equity interest to an investment group led by Thomas H. Lee Partners (THL) and Texas Pacific Group (TPG). The Company issued a total of 50 million shares of common stock of FIS to the investment group for a total purchase price of $500 million. A new Board of Directors has been created at the Company, with William P. Foley, II, current Chairman and Chief Executive Officer of FNF, serving as Chairman and Chief Executive Officer. FNF has appointed four additional members to the Company's Board of Directors, while each of THL and TPG have appointed two new directors. (see potential changes to Board composition in note 9).

The following steps were undertaken to consummate the recapitalization plan and equity interest sale. On March 8, 2005, the Company declared and paid a $2.7 billion dividend to FNF in the form of a note. On March 9, 2005, the Company borrowed $2.8 billion under its new senior credit facilities and then paid FNF $2.7 billion, plus interest in repayment of the note. The equity interest sale was then closed through the payment of $500 million from the investment group led by THL and TPG to the Company. The Company then repaid approximately $410 million outstanding under its November 8, 2004 credit facility. Finally, the Company paid all expenses related to the transactions. These expenses totaled $80.4 million, consisting of $33.2 million in financing fees and $47.2 million in fees relating to the equity interest sale, including placement fees payable to the investors.

3. Acquisitions

The results of operations and financial position of the entities acquired during any period are included in the Unaudited Condensed Consolidated and Combined Financial Statements from and after the date of acquisition. Some of these acquisitions were made by entities that are a part of FIS and some were made by FNF and were contributed to FIS by FNF.

Significant Transactions:

Aurum Technology, Inc.

On March 11, 2004, FNF acquired Aurum Technology, Inc. (Aurum) for $306.4 million, comprised of $185.0 million in cash and FNF common stock valued at $121.4 million. Aurum is a provider of outsourced and in-house information technology solutions for the community bank and credit union markets.

The assets acquired and liabilities assumed in the Aurum acquisition were as follows (in thousands):

Tangible assets	$ 39,373
Computer software	24,928
Intangible assets	44,803
Goodwill	255,399
Liabilities assumed at fair value	(58,134)
Total purchase price	$ 306,369

Sanchez Computer Associates, Inc.

On April 14, 2004, FNF acquired Sanchez Computer Associates, Inc. (Sanchez) for $183.7 million, comprised of $88.1 million in cash and FNF common stock valued $88.1 million with the remaining purchase price of $7.5 million relating to the issuance of FNF stock options for vested Sanchez stock options. Sanchez develops and markets scalable and integrated software and services that provide banking, customer integration, outsourcing and wealth management solutions to financial institutions in several countries. Sanchez' primary application offering is Sanchez Profile™, a real-time, multi- currency, strategic core banking deposit and loan processing system that can be utilized on both an outsourced and in-house basis.

The assets acquired and liabilities assumed in the Sanchez acquisition were as follows (in thousands):

Tangible assets	$	28,662
Computer software		29,331
Intangible assets		19,638
Goodwill		127,630
Liabilities assumed at fair value		(21,591)
Total purchase price	$	183,670

Kordoba

On September 30, 2004, FNF acquired a 74.9% interest in KORDOBA Gesellschaft fur Bankensoftware mbH & Co. KG, Munich, or Kordoba, a provider of core processing software and outsourcing solutions to the German banking market, from Siemens Business Services GmbH & Co. OHG (Siemens). The acquisition price was $123.6 million in cash. The Company recorded the Kordoba acquisition based on its proportional share of the fair value of the assets acquired and liabilities assumed on the purchase date.

In connection with the purchase of the 74.9% interest in Kordoba, the Company entered into a put/call option on the 25.1% interest in Kordoba retained by Siemens, which is exercisable during a ninety-day period beginning in October 2008. Under the put/call option, the Company has the unilateral right to purchase (call option) the 25.1% interest that Siemens has retained at a price based on the revenues and operating results of Kordoba in the four quarters preceding the exercise date. The put/call option also provides Siemens with the

unilateral right to sell (put option) its 25.1% to the Company on similar terms. In recording the purchase, the Company has recorded a liability of $12.4 million for the estimated fair value of the put/call option. On September 30, 2005, the Company purchased the remaining 25.1% of Kordoba that it did not already own for $39.7 million.

The assets acquired and liabilities assumed in the Kordoba acquisition were as follows (in thousands):

Tangible assets	$	122,938
Computer software		34,039
Intangible assets		35,372
Goodwill		105,664
Liabilities assumed at fair value		(134,767)
Total purchase price	$	163,246

InterCept, Inc.

On November 8, 2004, the Company acquired all of the outstanding stock of InterCept, Inc. (InterCept) for $18.90 per share. The total purchase price was approximately $419.4 million which included $407.3 million of cash with the remaining purchase price relating to the issuance of FNF options for vested InterCept options. InterCept provides both outsourced and in-house, fully integrated core-banking solutions for community banks, including loan and deposit processing and general ledger and financial accounting operations. InterCept also operates significant item processing and check imaging operations, providing imaging for customer statements, clearing and settlement, reconciliation and automated exception processing in both outsourced and in-house relationships for customers.

The assets acquired and liabilities assumed in the InterCept acquisition were as follows (in thousands):

Tangible assets	$	81,257
Computer software		12,700
Intangible assets		125,795
Goodwill		256,655
Liabilities assumed at fair value		(57,048)
Total purchase price	$	419,359

Selected unaudited pro forma combined results of operations for the nine months ended September 30, 2004, assuming the above acquisitions had occurred as of January 1, 2004, and using actual general and administrative expenses prior to the acquisition, are set forth below:

		Nine Months Ended September 30, 2004
Total revenue	$	1,951,591
Net earnings	$	144,728
Proforma net earnings per share-basic and diluted	$	0.72

Other acquisitions

Additionally, the following transactions with acquisition prices less than $100 million each were entered into by FNF and subsequently contributed to the Company during the period from January 1, 2004 through September 30, 2005:

Name of Company Acquired	Date Acquired		Purchase Price
Hansen Quality Loan Services, LLC(i)	February 27, 2004	$	34.0 million
Bankware	April 7, 2004	$	47.7 million
Geotrac, Inc.	July 2, 2004	$	40.0 million
ClearPar LLC	December 13, 2004	$	25.0 million

(i) Represents purchase by FNF of the remaining 45% interest not already owned by the Company

Merger with Certegy Inc.

On February 1, 2006, the Company completed a reverse acquisition (Merger) with Certegy Inc., a payments processing company headquartered in St. Petersburg, Florida. Following the Merger, Certegy changed its name to Fidelity National Information Services, Inc.

As a result of the Merger, each share of FIS common stock issued and outstanding immediately prior to the closing was converted into 0.6396 shares of Certegy's common stock, par value $0.01 per share ("Certegy Stock"). As a result of the Merger, the Company's stockholders own approximately 67.4% of the combined entity. For financial statement purposes, the Merger is treated as an acquisition of Certegy by FIS under the purchase method of accounting. The accompanying Consolidated Balance Sheet of the Company as of September 30, 2005, has been retroactively adjusted to reflect the par value of the outstanding preferred and common stock of Certegy and to give effect to the number of Certegy shares issued in exchange for the outstanding common stock of the Company. The initial Board of Directors of the combined entity is made up of 4 nominees appointed by FNF, 4 nominees appointed by current Certegy shareholders and 2 nominees appointed by the investment group including THL and TPG. The Company's former Chief Executive Officer ("CEO"), William P. Foley, II was named the Chairman of the combined entity's Board of Directors, while Certegy's former Chief Executive Officer, Lee A. Kennedy was named the CEO of the combined entity.

The Company's stockholders entered into a registration rights agreement in connection with the closing of the Merger providing for certain registration rights in favor of the Company's stockholders with respect to their shares of Certegy Stock.

In connection with the Merger, Certegy declared a special dividend of $3.75 per share to shareholders of record of Certegy common stock as of the close of business on the day prior to the consummation of the Merger. Certegy's options, restricted shares and restricted stock units became fully vested upon the closing of the transaction, and remain outstanding or have been paid in accordance with the terms of the plans and agreements under which they were issued. All Certegy options, restricted shares and restricted stock units have been adjusted for the special dividend. Certegy also assumed the Company's outstanding options and option plan and has converted them into options for Certegy Stock, subject to adjustments described in the Merger Agreement.

In connection with the execution of the Merger Agreement, on September 14, 2005, Certegy and the Company's stockholders entered into a Shareholders Agreement (the "Shareholders Agreement") which placed certain post-Merger restrictions on FNF and the Company's other stockholders and makes certain arrangements concerning the post-Merger governance of Certegy. Also certain amendments have been made to some of the related party agreements between the Company and FNF, but such amendments have not materially changed the resulting transactions within those agreements.

4. Notes Payable

Notes payable consist of the following:

		September 30, 2005		December 31, 2004
Term Loan A Facility, secured, interest payable at LIBOR plus 1.75% (4.96% at September 30, 2005), .25% quarterly principal amortization, due March 2011	$	796,000	$	—
Term Loan B Facility, secured, interest payable at LIBOR plus 1.75% (4.96% at September 30, 2005), .25% quarterly principal amortization, due March 2013		1,765,000		—
Syndicated credit agreement, secured, interest due quarterly at LIBOR plus 1.75%, unused portion of $400 million at September 30, 2005		—		—
Revolving credit facility, paid in full and terminated on March 9, 2005		—		410,000
Other promissory notes with various interest rates and maturities		11,032		21,205
	$	2,572,032	$	431,205
Less current portion		10,610		13,891
	$	2,561,422	$	417,314

On March 9, 2005, the Company entered into a Credit Agreement, dated as of March 9, 2005, with Bank of America, as Administrative Agent and other financial institutions (the "Credit Agreement").

The Credit Agreement replaces a $500 million Revolving Credit Agreement, dated as of November 8, 2004, among the Company, as borrower, and Wachovia Bank, National Association, as Administrative Agent and Swing Line Lender, (the "Wachovia Credit Agreement"), which was repaid and terminated on March 9, 2005. On the date of its termination, approximately $410 million was outstanding under the Wachovia Credit Agreement and no early termination penalties were incurred.

The Credit Agreement provides for a $800 million six-year term facility ("Term A Loans"), a $2.0 billion eight-year term facility ("Term B Loans") and a $400 million revolving credit facility maturing on the sixth anniversary of the closing date. The term facilities were fully drawn on the closing date while

the revolving credit facility was undrawn on the closing date. The Company has provided an unconditional guarantee of the full and punctual payment of the obligations under the Credit Agreement and related loan documents.

Under the terms of the Credit Agreement, the Company has granted a first priority (subject to certain exceptions) security interest in substantially all of its personal property, including shares of stock and other ownership interests.

Amounts under the revolving credit facility may be borrowed, repaid and reborrowed from time to time until the maturity of the revolving credit facility. The term facilities are subject to quarterly amortization of principal in equal installments of 0.25% of the principal amount with the remaining balance payable at maturity. In addition to the scheduled amortization, and with certain exceptions, the term loans are subject to mandatory prepayment from excess cash flow, issuance of additional equity and debt and certain sales of assets. Voluntary prepayments of both the term loans and revolving loans and commitment reductions of the revolving credit facility under the Credit Agreement are permitted at any time without fee upon proper notice and subject to a minimum dollar requirement. Revolving credit borrowings and Term A Loans bear interest at a floating rate, which will be, at the Borrowers' option, either the British Bankers Association LIBOR or a base rate plus, in both cases, an applicable margin, which is subject to adjustment based on the performance of the Borrowers. The Term B Loans bear interest at either the British Bankers Association LIBOR plus 1.75% per annum or, at the Borrowers' option, a base rate plus 0.75% per annum.

On April 11, 2005, the Company entered into interest rate swap agreements which have effectively fixed the interest rate at approximately 6.1% through April 2008 on $350 million of theTerm Loan B Facility and at

approximately 5.9% through April 2007 on an additional $350.0 million of the Term Loan B Facility. The Company has designated these interest rate swaps as cash flow hedges in accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended. The estimated fair value of the cash flow hedges results in an asset to the Company of $2.1 million, as of September 30, 2005 which is included in the accompanying Condensed Consolidated Balance Sheet in prepaid and other current assets and as a component of accumulated other comprehensive earnings, net of deferred taxes. The amount included in accumulated other comprehensive earnings will be reclassified into interest expense as a yield adjustment as future interest payments are made on the Term Loan B Facility. The Company's existing cash flow hedges are highly effective and there is no current impact on earnings due to hedge ineffectiveness. It is the policy of the Company to execute such instruments with credit-worthy banks and not to enter into derivative financial instruments for speculative purposes.

Principal maturities of notes payable at September 30, 2005, are as follows (dollars in thousands):

2005	$	10,610
2006		28,000
2007		28,000
2008		28,000
2009		28,000
Thereafter		2,449,422
	$	2,572,032

5. Legal Proceedings

In the ordinary course of business, the Company is involved in various pending and threatened litigation matters related to its operations, some of which include claims for punitive or exemplary damages. The Company believes that no actions, other than those listed below, depart from customary litigation incidental to its business. The Company has accrued for all probable and estimable losses. The Company believes the resolution of all pending and threatened litigation will not have a material effect on its results of operations, financial position or liquidity.

The Company and FNF are defendants in a civil lawsuit brought by an organization that formerly acted as a sales agent for Alltel Information Services in China. The suit, which is pending in state court in Monterey County, CA, seeks to recover damages for an alleged breach of the agency contract. The Company intends to defend this case vigorously. The plaintiff in the case has made allegations that the Company violated the Foreign Corrupt Practices Act (FCPA) in connection with its dealings involving a bank customer in China. The Company, through FNF, is cooperating with the Securities and Exchange Commission and the U.S. Department of Justice in connection with their inquiry into these allegations. The Company and its counsel are in the process of investigating these allegations. Based on the results and extent of the investigations completed to date, the Company does not believe that there have been any violations of the FCPA by the Company, or that the ultimate disposition of these allegations or the lawsuit will have a material adverse impact on the Company's financial position, results of operations or cash flows.

6. Employee Benefit Plans

Stock Option Plans

Certain FIS employees are participants in FNF's stock based compensation plans, which provide for the granting of incentive and nonqualified stock options, restricted stock and other stock based incentive awards for officers and key employees. Grants of incentive and nonqualified stock options under these plans have generally provided that options shall vest equally over three years and generally expire ten years after their original date of grant. All options granted under these plans have an exercise price equal to the market value of the underlying common stock on the date of grant. However, certain of these plans allow for the option exercise price for each share granted pursuant to a nonqualified stock option to be less than the fair market

value of the common stock on the date of grant to reflect the application of the optionee's deferred bonus, if applicable.

The Company follows the fair value recognition provisions of Statement of Financial Accounting Standards No. 123, Accounting for Stock Based Compensation (SFAS No. 123), for stock based employee compensation. Under the fair value method of accounting, compensation cost is measured based on

the fair value of the award at the grant date and recognized over the service period. The Company has elected to use the prospective method of transition, as permitted by Statement of Financial Accounting Standards No. 148, Accounting for Stock Based Compensation—Transition and Disclosure (SFAS No. 148). Under this method, stock based employee compensation cost is recognized from the beginning of 2003 as if the fair value method of accounting had been used to account for all employee awards granted, modified, or settled in years beginning after December 31, 2002. The Company has recorded stock based compensation expense of $16.0 million and $12.0 million for the nine months ended September 30, 2005 and 2004, respectively, which is included in selling, general, and administrative costs in the Consolidated and Combined Statements of Earnings, as a result of the adoption of SFAS No. 123.

In 2005, the Company adopted the Fidelity National Information Services, Inc. 2005 Stock Incentive Plan (the "Plan"). As of September 30, 2005, there were 14,048,500 options outstanding under this plan at a strike price of $10.00 per share. These stock options were granted at the estimated fair value of the Company's stock on the grant date based on the price for the which the Company sold 50 million shares (a 25% interest) to the financial sponsors in the recapitalization transaction on March 9, 2005. The Plan provides for the grant of stock options and restricted stock, representing up to 16,216,216 shares. The options granted thus far under this plan have a term of 10 years and vest over either a 4 or 5 year period (the "time-based options") on a quarterly basis or based on specific performance criteria (the "performance-based options"). The time-based options will vest with respect to 1¤16 or 1¤20 of the total number of shares subject to such time-based options on the last day of each fiscal quarter. The performance based options vest for certain key employees in the event of a change in control or after an initial public offering solely if one of the following targets shall be met: (a) 50% of the total number of shares subject to such performance based options will vest if the public trading value of a share of common stock equals at least $17.50 and (b) 100% of the total number of shares subject to such performance based options will vest if the public trading value of a share of common stock equals at least $20.00, provided the optionee's service has not terminated prior to the applicable vesting date. For the remaining employees vesting occurs in the event of a change in control or an initial public offering and if the public trading value of common stock equals at least $20.00 provided the optionee's service with FIS has not terminated prior to the applicable vesting date.

Pro forma information regarding net earnings and earnings per share is required by SFAS 123, and has been determined as if the Company had accounted for all of its employee stock options under the fair value method of that statement. In addition to the Company's options discussed above amounts include expense allocated to the Company relating to its employees' participation in FNF's stock-based compensation plans. The fair value relating to the time-based options granted by the Company in 2005 was estimated using a Black-Scholes option-pricing model, while the fair value relating to the performance-based options was estimated using a Monte-Carlo option pricing model due to the vesting characteristics of those options, as discussed above. The following assumptions were used for the 7,482,466 time-based options granted in 2005; the risk free interest rate was 4.2%, the volatility factor for the expected market price of the common stock was 44%, the expected dividend yield was zero and weighted average expected life was 5 years. The fair value of each time-based option was $4.34. Since the Company is not publicly traded, the Company relied on industry peer data to determine the volatility assumption and for the expected life assumption, the Company used an average of several methods, including its parent company's historical exercise history, peer firm data, publicly available industry data and the Safe Harbor approach as stated in the SEC Staff Accounting Bulletin 107. The following assumptions were used for the valuation of the 6,548,034 performance based options granted in 2005: the risk free interest rate was 4.2%, the volatility factor for the expected market price of the common stock was 44%, the expected dividend yield was zero and the objective time to exercise was 4.7 years with an objective in the money assumption of 2.95 years. It was also expected that the initial public offering

assumption would occur within a 9 month period from grant date. The fair value of the performance-based options was calculated to be $3.74.

7. Concentration of Risk

The Company generates a significant amount of revenue from large customers. In the first nine months of 2005 and 2004, one customer accounted for approximately 4.3% and 6.8% of total revenues and 18.6% and 35.0% of the revenues in the Lender Services segment, respectively.

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash equivalents and trade receivables.

The Company places its cash equivalents with high credit quality financial institutions and, by policy, limits the amount of credit exposure with any one financial institution. Investments in commercial paper of industrial firms and financial institutions are rated investment grade by nationally recognized rating agencies.

Concentrations of credit risk with respect to trade receivables are limited because a large number of geographically diverse customers make up the Company's customer base, thus spreading the trade receivables credit risk. The Company controls credit risk through monitoring procedures.

8. Segment Information

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

As of and for the nine months ended September 30, 2005 (in thousands):

	Financial Institution Software and Services	Default Management Services	Lender Services	Information Services	Corporate and Other	Total
Processing and services revenues	$ 1,212,520	$ 169,202	$ 124,437	$ 571,441	$ (19,198)	$ 2,058,402
Cost of revenues	838,100	126,338	83,004	283,931	—	1,331,373
Gross profit	374,420	42,864	41,433	287,510	(19,198)	727,029
Selling, general and administrative costs	117,741	23,704	14,955	125,068	31,453	312,921
Research and development costs	85,784	—				85,784
Operating income	170,895	19,160	26,478	162,442	(50,651)	328,324
Depreciation and amortization	$ 173,166	$ 2,383	$ 14,500	$ 31,798	$ 38	$ 221,885
Total assets	$ 3,030,724	$ 90,763	$ 163,489	$ 639,472	$ 138,523	$ 4,062,971
Goodwill	$ 1,318,456	$ 24,137	$ 61,529	$ 368,520	$ —	$ 1,772,642

As of and for the nine months ended September 30, 2004 (in thousands):

	Financial Institution Software and Services		Default Management Services		Lender Services		Information Services		Corporate and Other		Total
Processing and services revenues	$	863,968	$	175,407	$	148,136	$	473,565	$	(4,545)	$	1,656,531
Cost of revenues		586,022		138,376		69,893		263,028		—		1,057,319
Gross profit		277,946		37,031		78,243		210,537		(4,545)		599,212
Selling, general and administrative costs		112,244		23,814		10,677		119,623		42,762		309,120
Research and development costs		46,439										46,439
Operating income		119,263		13,217		67,566		90,914		(47,307)		243,653
Depreciation and amortization	$	122,171	$	1,742	$	5,133	$	32,237	$	—	$	161,283
Total assets	$	2,404,018	$	103,334	$	153,764	$	713,758	$	110,075	$	3,484,949
Goodwill	$	1,061,882	$	20,818	$	65,392	$	358,170	$	—	$	1,506,262

Financial Institution Software and Services

The Financial Institution Software and Services segment focuses on two primary markets, financial institution processing and mortgage loan processing. In the nine months ended September 30, 2005 and 2004, revenue from financial institution processing was $960.4 million and $631.7 million, respectively and revenue from mortgage loan processing was $252.1 million and $232.3 million, respectively. The primary applications are software applications that function as the underlying infrastructure of a financial institution's processing environment. These applications include core bank processing software, which banks use to maintain the primary records of their customer accounts, and core mortgage processing software, which banks use to process and service mortgage loans. This segment also provides a number of complementary applications and services that interact directly with the core processing applications, including applications that facilitate interactions between the segment's financial institution customers and their clients. Included in this segment were $141.5 million and $79.6 million in sales to non-U.S. based customers for the nine months ended September 30, 2005 and 2004, respectively.

Lender Services

The Lender Services segment offers customized outsourced business process and information solutions to national lenders and loan servicers. This business provides loan facilitation services, which allow customers to outsource their title and closing requirements in accordance with pre-selected criteria, regardless of the geographic location of the borrower or property. Depending on customer requirements, the Company performs these services both in the traditional manner involving many manual steps, and through more automated processes, which significantly reduce the time required to complete the task. During the nine months ended September 30, 2005, FIS recorded an impairment of $9.3 million to write-off the carrying value of customer relationships at one subsidiary in its Lender Services segment, which were terminated during the period.

Default Management Services

The Default Management Services segment also provides services to national lenders and loan servicers. These services allow customers to outsource the business processes necessary to take a loan and the underlying real estate securing the loan through the default and foreclosure process.

Information Services

In the Information Services segment, the Company operates a property data business and a real estate-related services business. Revenues from property data products were $155.9 million and $148.7 million in nine months ended September 30, 2005 and 2004, respectively. Revenues from real estate related services were $415.5 million and $324.9 million in the nine months ended September 30, 2005 and 2004, respectively. The Company's property data and real estate-related information services are utilized by mortgage lenders, investors and real estate professionals to complete residential real estate transactions throughout the U.S. The Company offers a comprehensive suite of applications and services spanning the entire home purchase and ownership life cycle, from purchase through closing, refinancing, and resale.

Corporate and Other

The Corporate and Other segment consists of the corporate overhead costs,including interest costs that are not allocated to any operating segments.

UNAUDITED PRO FORMA COMBINED FINANCIAL DATA OF CERTEGY AND FIS

The following unaudited pro forma combined financial statements combine the historical consolidated balance sheet and statements of continuing operations of Certegy Inc. ("Certegy") with those of Fidelity National Information Services, Inc., a Delaware Corporation ("FIS"). The unaudited pro forma combined statements of continuing operations for the year ended December 31, 2004, and the nine months ended September 30, 2005, are presented as if the merger had been completed on January 1, 2004. The unaudited pro forma combined balance sheet as of September 30, 2005, is presented as if the merger had been completed September 30, 2005.

U.S. generally accepted accounting principles require that one of the two companies in the transaction be designated as the acquirer for accounting purposes. FIS has been designated as the accounting acquirer because immediately after the merger its stockholders held more than 50% of the common stock of the combined company. As a result, the merger of Certegy and FIS will be accounted for as a reverse acquisition under the purchase method of accounting. Under this accounting treatment, FIS will be considered the acquiring entity and Certegy will be considered the acquired entity for financial reporting purposes. The financial statements of the combined company after the merger will reflect the financial results of FIS on a historical basis, and will include the results of operations of Certegy from the effective date of the merger.

Under the purchase method of accounting, the aggregate consideration paid is allocated to the tangible and identifiable intangible assets acquired and liabilities assumed on the basis of their fair values on the transaction date. The parties preliminarily estimate that the fair value of the net assets acquired will be lower than the purchase price, and as a result, goodwill will be recorded for the amount that the purchase price exceeds the fair value of the net assets acquired. The actual amounts recorded as of the completion of the merger may differ materially from the information presented in these unaudited pro forma combined financial statements. Also supplementally included in the combined statements of continuing operations are adjusted pro forma results which give effect to FIS's 2004 acquisitions of Aurum, Sanchez, Kordoba and InterCept and the additional interest expense incurred in FIS's recapitalization in March 2005, as if each of such transactions had occurred on January 1, 2004.

In connection with the recapitalization and sale of minority interests by FIS in March 2005, FIS issued to certain employees approximately 14 million options to purchase common stock of FIS at $10.00 per share. The option grants included approximately 7.5 million options which vest on a quarterly basis over 4 or 5 year periods (Time Based Options) and approximately 6.5 million options which vest when certain performance criteria are met (Performance Based Options). At the date of completion of the merger with Certegy, the Time Based Options and Performance Based Options were converted into options to purchase Certegy common stock with adjustments made to the number of shares available for purchase and the related exercise price to reflect the effects of the exchange ratio of 0.6396. The future effects of these options on the financial statements of the combined company are as follows:

- At the time of grant, the aggregate fair value of the Time Based Options was determined to be $4.34 per option, or approximately $32.5 million in aggregate. Subsequent to the merger, the compensation expense associated with the Time Based Options will be charged to the statement of operations of the combined company at a rate of approximately $7.2 million per year. FIS began recording this expense on the grant date in its historical results. These amounts have not been reflected in the following unaudited pro forma statements of continuing operations for periods prior to the grant date.

- The Performance Based Options vest in the event of a change in control or after an initial public offering (as each is defined in the plan under which the options were issued), provided that certain targets related to the public trading value of FIS common stock following such event are met. At the time of grant, the fair value of the Performance Based Options was determined to be $3.74 per option, or approximately $24.5 million in aggregate. Based on the terms of the Performance Based Option agreements, the merger with Certegy satisfied the initial public offering requirement and, based on the current market value of Certegy common stock, it is expected that the targets related to the public trading value of Certegy common stock will be met within 45 days of the merger. As a result, the aggregate fair value of the Performance Based Options of $24.5 million is expected to be charged to the statement of operations of the combined company within the 45 day period subsequent to the merger (assuming that the merger is completed in mid-January, approximately $21.1 million will be charged to the statement of operations as of the date the merger is completed and the remaining $3.4 million will be charged to the statement of operations over the 45 day period subsequent to such date). These amounts have not been reflected in the following unaudited pro forma combined statements of continuing operations.

These unaudited pro forma combined financial statements should be read in conjunction with Certegy's historical consolidated financial statements and accompanying notes incorporated by reference in this proxy statement and the historical financial statements and accompanying notes of FIS included elsewhere in this proxy statement. The unaudited pro forma combined financial statements are not necessarily indicative of the results of operations or financial condition of the combined company that would have been reported had the merger been completed as of the dates presented, and are not necessarily representative of the future consolidated results of operations or financial condition of the combined company.

[Tables appear on following pages]

Unaudited Pro Forma Combined Balance Sheet as of September 30, 2005

(In Thousands)

	Certegy	FIS	Pro Forma Adjustments	Note	Combined Pro Forma
Cash and cash equivalents	$ 105,261	$ 181,428	$ —		$ 286,689
Accounts receivable, net	105,576	379,125	—		484,701
Deferred income taxes	2,433	94,076	—		96,509
Prepaid and other current assets	174,902	119,992	—		294,894

Total current assets	388,172	774,621	—		1,162,793
Property and equipment, net	66,197	218,667	—		284,864
Goodwill, net	250,392	1,772,642	1,670,223	(1)(2)(3)(4)	3,693,257
Other intangible assets, net	21,437	537,614	636,063	(1)	1,195,114
Computer software, net	120,009	431,032	18,741	(1)	569,782
Deferred contract costs	15,295	152,992	(15,295)	(1)	152,992
Investment in common stock and warrants of Covansys	—	142,426	—		142,426
Other assets	72,592	32,977	—		105,569
Total assets	$ 934,094	$ 4,062,971	$ 2,309,732		$ 7,306,797
Accounts payable and other accrued expenses	$ 106,185	$ 291,014	$ 236,368	(2)	$ 723,978
			25,411	(3)	
	—		65,000	(4)	—
Other current liabilities	125,545	255,658	—		381,203
Total current liabilities	231,730	546,672	326,779		1,105,181
Long-term debt	225,864	2,561,422	—		2,787,286
Deferred income taxes	34,901	154,698	243,587	(1)	433,186
Other long-term liabilities	19,652	129,351	—		149,003
Total liabilities	512,147	3,392,143	570,366		4,474,656
Minority interest	—	12,416	—		12,416
Total equity	421,947	658,412	1,739,366	(5)	2,819,725
Total liabilities & equity	$ 934,094	$ 4,062,971	$ 2,309,732		$ 7,306,797

See accompanying notes to Unaudited Pro Forma Combined Financial Statements

Unaudited Pro Forma Combined Statement of Continuing Operations
for the Nine Months Ended September 30, 2005

(In Thousands, Except Per Share Data)

	Historical Certegy	Pro Forma adjustments	Certegy Pro Forma	FIS	Pro Forma adjustments	Note	Combined Pro Forma	Recapitalization Adjustments	Note	Combined Pro Forma, as adjusted
Total revenue	$ 821,255	$ —	$ 821,255	$ 2,058,402	$ —		$ 2,879,657	$ —		$ 2,879,657
Total cost of revenue	588,755	—	588,755	1,331,373	48,085	(1)	1,967,423	—		1,967,423
					(790)	(2)				
Gross profit (loss)	232,500	—	232,500	727,029	(47,295)		912,234	—		912,234
General and administrative	100,751	—	100,751	312,921	(3,208)	(2)	410,464	—		410,464
Research and development costs		—	—	85,784			85,784			85,784
Merger and Acquisition Costs	8,302	(6,589)(3)	1,713		—		1,713	—		1,713
Income (loss) from operations	123,447	6,589	130,036	328,324	(44,087)		414,273	—		414,273
Interest income (expense) and other	(8,265)	—	(8,265)	(84,922)	—		(93,187)	(21,031)	(8)	(114,218)
Income from continuing operations before tax and minority interest	115,182	6,589	121,771	243,402	(44,087)		321,086	(21,031)		300,055
Provision for income tax	45,969	—	45,969	90,546	(16,400)	(4)	120,115	(7,824)	(9)	112,291
Income from continuing operations	69,213	6,589	75,802	152,856	(27,687)		200,971	(13,207)		187,764
Equity in earnings (loss) of unconsolidated entities, net	—	—	—	4,379	—		4,379	—		4,379
Minority interests in earnings, net of tax	—	—	—	(6,171)	—		(6,171)	—		(6,171)
Net income	$ 69,213	$ 6,589	$ 75,802	$ 151,064	$ (27,687)		$ 199,179	$ (13,207)		$ 185,972
Net income per share-basic	$ 1.12	$ 0.11	$ 1.22	$ 0.76			$ 1.05			$ 0.98
Pro forma Weighted average shares —basic	61,904	61,904	61,904	200,000			189,824			189,824
Net income per share-diluted	$ 1.10	$ 0.10	$ 1.20	$ 0.76			$ 1.04			$ 0.97
Pro forma Weighted average shares —diluted	63,189	63,189	63,189	200,000			191,109			191,109

See accompanying notes to Unaudited Pro Forma Combined Consolidated Financial Statements

Unaudited Pro Forma Combined Statement of Continuing Operations
for the Year Ended December 31, 2004

(In Thousands, Except Per Share Data)

	Certegy	FIS	Pro Forma Adjustments	Note	Combined Pro Forma	2004 FIS Acquisitions(5)	Acquisition/ Recapitalization Adjustments	Note	Combined Pro Forma, as adjusted
Total revenue	$ 1,039,506	$ 2,331,527			$ 3,371,033	$ 318,426	—		$ 3,689,459
Total cost of revenue	741,331	1,525,174	85,111	(1)	2,349,804	208,250	23,453	(6)	2,581,507
			(1,812)	(2)					
Gross profit (loss)	298,175	806,353	(83,299)		1,021,229	110,176	(23,453)		1,107,952
General and administrative	129,679	432,310	(7,493)	(2)	554,496	100,338	994	(7)	655,828
Research and development costs	—	74,214	—		74,214		—		74,214
Income (loss) from operations	168,496	299,829	(75,806)		392,519	9,838	(24,447)		377,910
Interest income (expense) and other	(11,707)	14,911	—		3,204	2,607	(91,082)	(8)	(85,271)
Income from continuing operations before tax and minority interest	156,789	314,740	(75,806)		395,723	12,445	(115,529)		292,639
Provision for income tax	59,111	118,343	(28,503)	(4)	148,951	3,730	(43,439)	(9)	109,242
Income from continuing operations	97,678	196,397	(47,303)		246,772	8,715	(72,090)		183,397
Equity in earnings (loss) of unconsolidated entities, net of tax	—	(3,308)	—		(3,308)	—	—		(3,308)

Minority interests in earnings, net of tax		(3,673)	—	(3,673)	(53)	—	(3,726)
Net income	$ 97,678	$ 189,416	$ (47,303)	$ 239,791	$ 8,662	$ (72,090)	$ 176,363
Net income per share-basic	$ 1.55	$ 0.95		$ 1.26			$ 0.92
Pro forma weighted average shares- basic(9)	62,818	200,000		190,738			190,738
Net income per share-diluted	$ 1.53	$ 0.95		$ 1.25			$ 0.92
Pro forma weighted average shares-diluted(9)	63,966	200,000		191,886			191,886

Notes to Unaudited Pro Forma Combined Financial Statements

Notes to Unaudited Pro Forma Combined Balance Sheet as of September 30, 2005

This balance sheet presents the combined balance sheets of Certegy and FIS as though the merger had occurred on September 30, 2005, adjusted for activity related to the transaction as described below:

(1) Reflects preliminary purchase accounting adjustments to adjust the fair value of certain acquired assets of Certegy and to record goodwill. The purchase price was based on the 63 million outstanding shares of Certegy common stock as of November 30, 2005 at a value of $33.38 per share (based on the average of the trading price of Certegy common stock 2 days before and after the announcement of the transaction of $37.13, less the assumed $3.75 dividend to be declared prior to closing). The purchase price also includes $57.3 million that represents the estimated fair value of approximately 4.8 million Certegy stock options that will be fully vested at the transaction date. The preliminary allocation of purchase price adjustments is as follows:

Purchase price	$ 2,161,313
Estimated transaction costs (note 3)	6,650
Total purchase price	2,167,963
Amount allocated to other intangible assets	(657,500)
Amount allocated to computer software	(138,750)
Amount allocated to deferred income tax liability	243,587
Amount allocated to the net fair value of other assets/liabilities acquired	(14,814)
Assumed liability for Certegy dividend payment (note 2)	236,368
Assumed liability for Certegy transaction costs (note 3)	18,761
Assumed liability for change of control and severance payments (note 4)	65,000
Goodwill recorded	1,920,615
Less Certegy's carrying value of goodwill	(250,392)
Net adjustment to goodwill	$ 1,670,223

The pro forma adjustments used to reflect other intangible assets and computer software of Certegy at fair value include the following:

Amount allocated to fair value of customer relationships	$ 462,500
Amount allocated to fair value of trademarks	195,000
Less Certegy's carrying value of other intangible assets	(21,437)
Net adjustment to other intangible assets	$ 636,063
Amount allocated to fair value of computer software	$ 138,750
Less Certegy's carrying value of computer software	(120,009)
Net adjustment to computer software	$ 18,741

The proposed merger will be a non-taxable transaction. As a result, there will be no adjustment to the historical tax basis of the acquired assets and liabilities of Certegy. The amount of purchase price allocated to deferred income tax liability represents the estimated tax effects of the net pro forma adjustments at FIS's current effective rate of approximately 37%.

Certegy's deferred contract costs in the amount of $15.3 million are written off in purchase accounting as these costs are considered in the fair value of customer relationships.

(2) Reflects recording the dividend payable of $236.4 million ($3.75 per share) to Certegy's shareholders based on Certegy's outstanding shares as of November 30, 2005. The assumption of this liability results in an increase to goodwill through purchase accounting as it will affect the closing book value of Certegy.

(3) Reflects recording of liabilities relating to transaction costs. Upon completion of the merger, Certegy will become obligated to its financial advisors and other consultants for transaction fees of approximately $18.8 million. Upon completion of the merger, FIS will become obligated to its financial advisor for transaction fees of approximately $4.0 million. In addition, an estimated $2.7 million for legal and other professional fees is expected to be incurred by FIS. The total transaction costs incurred by FIS of $6.7 million have been included in the determination of purchase price. The recording of the FIS transaction costs results in an increase to goodwill through purchase accounting and an increase in FIS accrued expenses.

(4) Reflects estimated costs for certain Certegy officers of $55.0 million related to change of control and employment agreements, and estimated severance costs to be accrued of approximately $10.0 million. The assumption of these liabilities results in an increase to goodwill through purchase accounting as it will affect the closing book value of Certegy.

(5) Reflects adjustments to shareholder's equity following the completion of the merger relating to the equity portion of the purchase price of $2,161.3 million, less the historical carrying value of Certegy's equity of $421.9 million.

Notes to Unaudited Pro Forma Combined Statements of Continuing Operations for the Nine Months Ended September 30, 2005 and Year Ended December 31, 2004

These combined statements of continuing operations include the historical statements of continuing operations of Certegy and FIS as though the merger had occurred on January 1, 2004, adjusted for items related to the transaction as described below:

(1) Reflects the increase in amortization expense as a result of allocating an assumed portion of the merger consideration to intangible assets of Certegy, namely customer relationship intangibles and acquired software, and amortizing such intangibles over their estimated useful lives commencing as of the assumed acquisition date, offset by the amortization expense for such intangibles actually recorded by Certegy during the respective periods. Customer relationships are being amortized over 10 years on an accelerated method. Acquired computer software is being amortized over its estimated useful life of up to 10 years on an accelerated method. The acquired trademarks are considered to have indefinite useful lives and, therefore, are not reflected in these adjustments. The increase in amortization expense is $111.7 million offset by historical amortization of $26.6 million, or $85.1 million for the year ended December 31, 2004, and $69.9 million offset by historical amortization of $21.8 million, or $48.1 million for the nine months ended September 30, 2005.

(2) Under the merger agreement, all Certegy stock options and restricted stock and restricted stock units vest upon the closing of the merger. Accordingly, this adjustment reflects the elimination of historical stock compensation expense relating to the vesting of Certegy options in 2004 and the nine months ended September 30, 2005, because such expense will be reflected at the time of closing of the merger. This adjustment amounts to a reduction in cost of revenues of $1.8 million and $0.8 million and in selling, general and administrative costs of $14.4 million and $8.4 million for the year ended December 31, 2004, and the nine months ended September 30, 2005, respectively. Also, at closing, Certegy granted approximately (1) 1.2 million options, which based on current assumptions, would have a fair value under SFAS No. 123 of approximately $12 per option, vesting over four years, and (2) 800,000 options, which based on current assumptions would have a fair value under SFAS No. 123 of approximately $13 per option, vesting over three years. The pro forma adjustment to increase stock compensation expense for these option grants is $6.9 million in 2004 and $5.2 million for the nine months ended September 30, 2005, all of which is reflected in selling, general and administrative costs.

(3) Reflects the removal of merger and acquisition costs in connection with the merger with FIS that were recognized as expense by Certegy in the nine months ended September 30, 2005. A tax benefit for these costs was not recorded because the ultimate tax treatment of these costs cannot be determined with adequate certainty at this time.

See accompanying notes to Unaudited Pro Forma Combined Consolidated Financial Statements

(4) Reflects the tax benefit relating to the pro forma adjustments at the FIS tax rate of approximately 37.6% for the year ended December 31, 2004, and approximately 37.2% for the nine months ended September 30, 2005.

(5) This column is the sum of the historical activity of Aurum, Sanchez, Kordoba and InterCept from January 1, 2004, through their respective acquisition dates in 2004. The details for these acquisitions are noted as follows:

	Aurum Historical (through March 10)	Sanchez Historical (through April 13)	Kordoba Historical (through September 29)	InterCept Historical (through November 7)	Combined
Processing and services revenues	$ 33,560	$ 25,269	$ 70,126	$ 189,471	$ 318,426
Cost of revenues	21,948	16,526	45,862	123,914	208,250
Gross profit	11,612	8,743	24,264	65,557	110,176
Selling, general and administrative expenses	13,984	15,376	10,769	60,209	100,338
Operating income (loss)	(2,372)	(6,633)	13,495	5,348	9,838
Interest income (expense), net	(743)	52	790	2,508	2,607
Earnings (loss) before income taxes and minority interest	(3,115)	(6,581)	14,285	7,856	12,445
Income tax expense (benefit)	52	(2,269)	2,854	3,093	3,730
Minority interest expense	—	—	—	(53)	(53)
Net earnings (loss)	$ (3,167)	$ (4,312)	$ 11,431	$ 4,710	$ 8,662

(6) Reflects the increase in amortization expense as a result of allocating the purchase price of each acquisition to intangible assets, namely customer relationship intangibles and computer software, and amortizing such intangibles over their estimated useful lives commencing as of the assumed acquisition date. The increase in amortization expense is $23.4 million for the year ended December 31, 2004 (Aurum—$1.6 million; Sanchez—$1.6 million; Kordoba—$5.9 million; and Intercept—$14.3 million).

(7) In accordance with SFAS No. 123, unearned compensation cost was measured upon consummation of the Sanchez acquisition for the unearned portion of the fair value of the unvested Sanchez options that were exchanged for unvested FNF options. The amortization of the unearned compensation cost over the remaining vesting periods results in compensation expense, which is charged to the combined statements of earnings, of $1.0 million for the year ended December 31, 2004.

(8) Reflects an increase in interest expense for the year ended December 31, 2004, and for the nine months ended September 30, 2005, of $91.1 million and $21.0 million, respectively, as if the recapitalization completed on March 9, 2005 was completed on January 1, 2004.

(9) Reflects the tax benefit relating to the pro forma adjustments at FIS's tax rate of approximately 37.6% for the year ended December 31, 2004, and approximately 37.2% for the nine months ended September 30, 2005.

See accompanying notes to Unaudited Pro Forma Combined Consolidated Financial Statements

(10) Pro forma weighted average shares was computed by taking Certegy weighted average shares outstanding and adding the 200 million shares of FIS outstanding converted to equivalent shares of Certegy at the exchange ratio of 0.6396 Certegy shares for each FIS share.

	September 30, 2005 (in thousands)	**December 31, 2004 (in thousands)**
Certegy weighted average shares outstanding-basic	61,904	62,818
FIS Equivalent Shares	127,920	127,920
Total	189,824	190,738
Certegy weighted average shares outstanding-diluted	63,189	63,966
FIS Equivalent Shares	127,920	127,920
Total	191,109	191,886

See accompanying notes to Unaudited Pro Forma Combined Consolidated Financial Statements

[Executive Name]
[Executive Address]

Dear   :

Recent tax legislation (commonly referred to as "Section 409A") has significantly changed the tax rules relating to deferred compensation arrangements. You have previously executed an agreement with the Company relating to compensation and benefits that may become payable upon a termination of employment in connection with a change in control of the Company (your "CIC Agreement"), which is impacted by Section 409A.

Your CIC Agreement would be considered a deferred compensation arrangement subject to Section 409A and possibly in violation of Section 409A unless certain provisions are revised. If these revisions are not made, some of the payments and benefits that could become payable to you under the CIC Agreement may be subject to an additional 20% income tax plus interest under the Section 409A rules. This letter describes the revisions to the CIC Agreement that are necessary to comply with Section 409A and/or to be exempt from Section 409A.

By executing below, you agree to the following amendments to your CIC Agreement:

Amendment of Section 5.4(a) – Continued Welfare Benefits

General Information

First, Section 5.4(a) of your CIC Agreement provides that upon a termination of your employment by the Company other than for Cause, Disability or death, or upon a termination of your employment for Good Reason, the Company will maintain for three years the group medical, dental and vision coverages, life insurance, disability and similar coverages in which you are entitled to participate immediately prior to your termination of employment as if your employment had not terminated. The CIC Agreement provides that you will continue to pay the active employee costs except that the Company will pay you an additional amount equal to your costs for the group medical, dental and vision coverages, including dependent coverage.

Dental & Vision

To comply with IRS rules including Section 409A, this provision of the CIC Agreement must be amended to require you to pay the full COBRA premium for dental and vision coverages each month during the 3 year period. Because of this change, the CIC Agreement is also being amended to provide you within 5 days of your termination of employment a lump sum amount equal to 3 times the full annual premium (at COBRA rates) for dental and vision coverages

(based on your current coverages and increased by an inflation factor for each year) plus an additional amount to gross-up such payment for federal, and if applicable, state income taxes.

Medical Insurance

If you are entitled to Company retiree medical coverage (either because you meet the eligibility requirements at the time of your termination of employment or based on the additional age and service credited to you under the CIC Agreement), you will start your retiree medical coverage at the time of your termination of employment, so you will not need or be entitled to the three years of medical coverage (please see section below re: retiree medical coverage issues under Section 409A).

If you are not entitled to Company retiree medical coverage, you will be able to participate in the Company's medical plan for three years following your termination of employment by paying the full COBRA premium for such coverage. To comply with Section 409A, within 5 days of your termination of employment, the Company will pay you a lump sum amount equal to the estimated cost of the 3 years of medical premiums, grossed up for income taxes.

Disability and Life Insurance

As stated in the CIC agreement, your disability and term life insurance will be continued for the 3-year period as long as you pay the active employee rate for such coverage. The company will first attempt to utilize existing vendors to provide this coverage; however, if these vendors will not write coverage for terminated employees then the company will either: a) obtain the same coverage from another vendor with no additional cost to you, or b) self-insure for the same coverage with no additional cost to you. Thus, no changes are required to these provisions in the original CIC agreement to comply with Section 409A.

Other Items

Under Section 5.4(a) of the CIC, you are also eligible to receive : a) an executive physical for three years after the date of your termination, such cost not to exceed $1,500 per year, AND b) executive financial counseling for three years after the date of your termination based upon the cost schedule currently in place with AYCO Financial Advisors. To comply with Section 409A, within 5 days of your termination of employment, the Company will pay you: 1) a lump sum amount equal to $4,500 to cover the cost of an executive physical for three years and, 2) an amount equal to the cost of three years' executive financial counseling with AYCO Financial Advisors based upon the cost schedule current in place with AYCO Financial Advisors increased by an appropriate inflation factor.

Amendment to Sections 5.4(b) and (c) – Retiree Medical

Section 5.4(b) of the CIC Agreement provides that if you have satisfied the age and service requirements for receiving Company retiree medical coverage as of your date of termination, you and your spouse will be covered by the Company's retiree medical coverage program and that the Company will pay you an additional amount for your costs for the coverage. If the retiree

medical program is terminated or does not permit your participation, the Company will arrange for other coverage at the Company's expense for the remainder of your life and the life of your surviving spouse, if any.

Section 5.4(c) of the CIC Agreement provides that if you do not satisfy the age and service requirements for Company retiree medical coverage as of your date of termination but you would satisfy such requirements after being credited with the additional years of age and service provided for in the CIC Agreement, then the Company will arrange for such coverage at the Company's expense for the remainder of your life and the life of your surviving spouse.

To comply with Section 409A, these provisions must be amended to provide that, if you meet the requirements for retiree medical coverage either at the time of termination of employment or based on the additional years of age and service credited to you under the CIC Agreement, the Company will allow you to participate in the Company retiree medical plan or obtain substantially similar coverage for you for the remainder of your life and the life of your surviving spouse as long as you continue to pay the full cost of such coverage. To compensate you for the fact that you will have to pay the full cost of the retiree coverage to comply with Section 409A, the Company will pay you, based upon your choice, either (i) a lump sum payable within 5 days of your termination of employment equal to the actuarially estimated present value of the estimated future premium payments for your life and the life of your spouse, grossed up for income taxes, or (ii) a lump sum payment within 5 days of your termination of employment and each January thereafter for your life and the life of your spouse equal to the actuarially estimated premium payments for such year, grossed up for income taxes.

Please indicate at the bottom of this letter agreement whether you are electing (i) the lump sum payment at the time of termination of employment or (ii) annual payments for life. If you do not properly elect before December 31, 2005, you will be deemed to have elected (i) the lump sum payment at the time of termination of employment.

<u>Section 5.4(e) – 401(k) Plan</u>

The CIC Agreements provides that you will continue to participate in the 401(k) plan for the three-year period following your termination of employment or, if not permitted, the Company will pay you the total Company contributions that would have been made to the 401(k) plan during such period. This agreement clarifies that you are not legally permitted to participate in the 401(k) plan following your termination of employment; thus, you will receive within 5 days of your termination of employment the lump sum amount equal to the Company contributions that would have been paid to the 401(k) plan.

<u>Six Month Delay</u>

Under Section 409A, there is a requirement that payments of deferred compensation to key employees such as you cannot be made for six months following termination of employment. If the proposed merger becomes effective during 2006 and if your employment is terminated by you for Good Reason or by the Company other than for Cause, death or Disability during 2006 or during January or February of 2007, it is expected that all payments under the CIC Agreement

---

will be exempt from this 6-month delay except for the payment of the retiree medical premiums if you are entitled to such payments and if you elected to receive such payments in annual installments rather than a lump sum at the time of termination of employment. Thus, if you are entitled to installment payments of estimated retiree medical premiums, no payment will be made until 6 months and a day following your termination of employment, at which point any missed installments will be paid.

If your employment terminates during or after March, 2007, fewer exemptions are available under Section 409A and most of the payments under the CIC Agreement may be subject to the six month delay. If and to the extent applicable, all delayed payments will be paid six months and a day following your termination of employment.

<u>Compliance with Section 409A</u>

The CIC Agreement, as amended as described in this letter agreement, will be administered so that all benefits and payments will be exempt from Section 409A of the Internal Revenue Code of 1986 or, if that is not possible, so that they will comply with Section 409A. Future guidance or interpretations regarding Section 409A may require additional changes, and such changes will be made only to the minimum extent necessary to comply with Section 409A.

Please acknowledge that you understand and consent to the amendment of your CIC Agreement as provided in this letter by signing below and making the election below regarding the desired time of payment of estimated retiree medical premiums, and returning this signed letter to me by expedited delivery or by fax (727-227-8091) <u>by no later than 12:00 NOON on December 31, 2005</u>].

If you have any questions regarding the matters discussed in this letter agreement or regarding your CIC Agreement, please call me at 727-735-1390 (cell) or Walter Korchun at 727-804-4419 (cell).

Sincerely,

____

Sherri P. Nadeau

<u>EXECUTIVE ACKNOWLEDGMENT AND ELECTION</u>

By signing below, I acknowledge that I understand and consent to the amendments to my CIC Agreement as described in this letter agreement and as elected below.

In addition, if I terminate for Good Reason or am terminated by the Company under circumstances that entitle me to benefits under the CIC Agreement **and** if I am entitled to retiree

medical benefits under either Section 5.4(b) or Section 5.4(c) of the CIC Agreement, I elect (please initial either (1) or (2)):

o 1. To be paid in a lump sum within 5 days following termination of employment an amount equal to the present value of the estimated future premiums for retiree medical coverage for my life and the life of my spouse, grossed up for income taxes *(generally not subject to six month delay)*; or

o 2. To be paid each year for my life and the life of my spouse an amount equal to the estimated premiums for retiree medical coverage for such year, grossed up for income taxes *(generally subject to a six month delay for this item only).*

Although the Company believes that these amendments will enable most CIC payments to fall outside of Section 409A, thus enabling them to be paid within 5 days of my termination of employment, I do understand that this is a new area of the law, open to interpretation, and subsequent changes or other factors may require a delay of payment despite the Company's best efforts. I understand that Section 409A could require some or all of these payments under the CIC Agreement to be delayed until the date six months and a day following my termination of employment. The Company hereby commits to provide me with ongoing information about this matter prior to the date of my termination so that I can plan accordingly and will use its best efforts to insure all payments due to me are made within 5 days of termination.

Date [Executive Name}