Table of Contents

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

Form 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2009

Or

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File No. 001-16427

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(Exact name of registrant as specified in its charter)

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

(904) 854-5000
(Registrant's telephone number, including area code)

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

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

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

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

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

As of April 30, 2009, 191,255,135 shares of the Registrant's Common Stock were outstanding.

FORM 10-Q QUARTERLY REPORT
Quarter Ended March 31, 2009

INDEX

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

	March 31, 2009 (Unaudited)	December 31, 2008
ASSETS		
Current assets:		
Cash and cash equivalents	$ 272.0	$ 220.9
Settlement deposits	39.2	31.4
Trade receivables, net of allowance for doubtful accounts of $39.9 and $40.6 at March 31, 2009 and December 31, 2008, respectively	498.8	538.1
Settlement receivables	42.7	52.1
Other receivables	110.7	121.1
Receivable from related party	11.2	10.1
Prepaid expenses and other current assets	99.1	115.1
Deferred income taxes	62.3	77.4
Total current assets	1,136.0	1,166.2
Property and equipment, net of accumulated depreciation of $256.5 and $244.4 at March 31, 2009 and December 31, 2008, respectively	269.6	272.6
Goodwill	4,190.1	4,194.0
Intangible assets, net of accumulated amortization of $511.1 and $499.3 at March 31, 2009 and December 31, 2008, respectively	893.1	924.3
Computer software, net of accumulated amortization of $350.8 and $345.7 at March 31, 2009 and December 31, 2008, respectively	613.0	617.0
Deferred contract costs	237.2	241.2
Long term note receivable from FNF	5.3	5.5
Other noncurrent assets	72.1	79.6
Total assets	$ 7,416.4	$ 7,500.4
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 395.1	$ 444.8
Settlement payables	82.4	83.3
Current portion of long-term debt	132.8	105.5
Deferred revenues	192.5	182.9
Total current liabilities	802.8	816.5
Deferred revenues	87.9	86.7
Deferred income taxes	326.6	332.7
Long-term debt, excluding current portion	2,327.7	2,409.0
Other long-term liabilities	147.5	158.5
Total liabilities	3,692.5	3,803.4
Equity:		
FIS stockholders' equity:		
Preferred stock $0.01 par value; 200 shares authorized, none issued and outstanding at March 31, 2009 and December 31, 2008	—	—
Common stock $0.01 par value; 600 shares authorized, 200.2 shares issued at March 31, 2009 and December 31, 2008	2.0	2.0
Additional paid in capital	2,961.6	2,959.8
Retained earnings	1,099.6	1,076.1
Accumulated other comprehensive earnings	(111.5)	(102.3)
Treasury stock, $0.01 par value, 9.0 and 9.3 shares at March 31, 2009 and December 31, 2008, respectively	(391.4)	(402.8)
Total FIS stockholders' equity	3,560.3	3,532.8
Noncontrolling interest	163.6	164.2
Total equity	3,723.9	3,697.0
Total liabilities and equity	$ 7,416.4	$ 7,500.4

See accompanying notes to unaudited consolidated financial statements.

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

	Three-month periods ended March 31,	
	2009	2008
	(Unaudited)	
Processing and services revenues (for related party activity, see note 3)	$ 797.8	$ 830.3
Cost of revenues (for related party activity, see note 3)	594.3	648.7
Gross profit	203.5	181.6
Selling, general and administrative expenses (for related party activity, see note 3)	99.0	111.1
Research and development costs	22.6	19.3
Operating income	81.9	51.2
Other income (expense):		
Interest income	0.8	2.8
Interest expense	(32.0)	(38.8)
Other income (expense), net	1.2	(1.2)
Total other income (expense)	(30.0)	(37.2)
Earnings from continuing operations before income taxes	51.9	14.0
Provision for income taxes	17.9	3.3
Earnings from continuing operations, net of tax	34.0	10.7
(Losses) earnings from discontinued operations, net of tax	(1.3)	59.6
Net earnings	32.7	70.3
Net loss attributable to noncontrolling interest	0.3	0.2
Net earnings attributable to FIS	$ 33.0	$ 70.5
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	$ 0.18	$ 0.06
Net earnings per share — basic from discontinued operations attributable to FIS common stockholders	(0.01)	0.30
Net earnings per share — basic attributable to FIS common stockholders	$ 0.17	$ 0.36
Weighted average shares outstanding — basic	190.0	194.5
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	$ 0.18	$ 0.06
Net earnings per share — diluted from discontinued operations attributable to FIS common stockholders	(0.01)	0.30
Net earnings per share — diluted attributable to FIS common stockholders	$ 0.17	$ 0.36
Weighted average shares outstanding — diluted	191.6	196.5
Cash dividends paid per share	$ 0.05	$ 0.05
Amounts attributable to FIS common stockholders		
Net earnings from continuing operations, net of tax	$ 34.3	$ 10.9
(Loss) earnings from discontinued operations, net of tax	(1.3)	59.6
Net earnings	$ 33.0	$ 70.5

See accompanying notes to unaudited consolidated financial statements.

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

	Number of Shares		Amount							
			FIS Stockholders							
	Common Shares	Treasury Stock	Common Stock	Additional Paid In Capital	Retained Earnings	Accumulated Other Comprehensive Earnings (Loss)	Treasury Stock	Noncontrolling Interest	Comprehensive Earnings	Total Equity
Balances, December 31, 2008	200.2	(9.3)	$ 2.0	$ 2,959.8	$1,076.1	$ (102.3)	$(402.8)	$ 164.2	$ —	$3,697.0
Exercise of stock options	—	0.3	—	(7.8)	—	—	11.4	—	—	3.6
Tax benefit associated with exercise of stock options	—	—	—	0.1	—	—	—	—	—	0.1
Stock-based compensation	—	—	—	9.5	—	—	—	—	—	9.5
Cash dividends paid ($0.05 per share) and other distributions	—	—	—	—	(9.5)	—	—	(0.5)	—	(10.0)
Comprehensive earnings:										
Net earnings (loss)	—	—	—	—	33.0	—	—	(0.3)	32.7	32.7
Other comprehensive earnings (loss), net of tax:										
Unrealized gain on investments and derivatives, net	—	—	—	—	—	9.4	—	—	9.4	9.4
Unrealized loss on foreign currency translation	—	—	—	—	—	(18.6)	—	0.2	(18.4)	(18.4)
Comprehensive earnings:	—	—	—	—	—	—	—	—	$ 23.7	
Balances, March 31, 2009	200.2	(9.0)	$ 2.0	$ 2,961.6	$1,099.6	$ (111.5)	$(391.4)	$ 163.6		$3,723.9

See accompanying notes to unaudited consolidated financial statements.

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

	Three-month periods ended March 31,	
	2009	2008
	(Unaudited)	
Cash flows from operating activities:		
Net earnings attributable to FIS	$ 33.0	$ 70.5
Adjustment to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	92.0	124.1
Amortization of debt issue costs	0.9	1.4
Gain on sale of company assets	—	(4.0)
Stock-based compensation	9.5	26.4
Deferred income taxes	1.3	6.8
Income tax benefit from exercise of stock options	(0.1)	(0.4)
Equity in earnings of unconsolidated entities	—	2.0
Noncontrolling interest	(0.3)	0.1
Changes in assets and liabilities, net of effects from acquisitions:		
Net decrease (increase) in trade and other receivables	68.9	(8.1)
Net decrease (increase) in prepaid expenses and other assets	19.1	(12.0)
Net increase in deferred contract costs	(10.9)	(22.0)
Net increase in deferred revenue	16.0	4.6
Net decrease in accounts payable, accrued liabilities, and other liabilities	(66.5)	(21.2)
Net cash provided by operating activities	162.9	168.2
Cash flows from investing activities:		
Additions to property and equipment	(15.0)	(24.3)
Additions to capitalized software	(30.3)	(65.3)
Net proceeds from sale of company assets	—	6.0
Acquisitions, net of cash acquired	(3.0)	(1.9)
Net cash used in investing activities	(48.3)	(85.5)
Cash flows from financing activities:		
Borrowings	541.8	1,283.6
Debt service payments	(595.9)	(1,381.4)
Income tax benefits from exercise of stock options	0.1	0.4
Stock options exercised	3.6	6.0
Treasury stock purchases	—	(9.9)
Dividends paid	(9.5)	(9.7)
Net cash used in financing activities	(59.9)	(111.0)
Effect of foreign currency exchange rates on cash	(3.6)	1.0
Net increase (decrease) in cash and cash equivalents	51.1	(27.3)
Cash and cash equivalents, beginning of period	220.9	355.3
Cash and cash equivalents, end of period	$ 272.0	$ 328.0
Cash paid for interest	$ 30.7	$ 69.7
Cash (paid) received for taxes	$ (37.9)	$ 8.1

See accompanying notes to unaudited consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Consolidated Statements of Comprehensive Earnings
(In millions)

	Three-month periods ended March 31,	
	2009	2008
	(Unaudited)	
Net earnings	$ 32.7	$ 70.3
Other comprehensive (loss) earnings:		
Net change in interest rate swaps, net of tax (1)	9.4	(48.3)
Unrealized gain (loss) on other investments, net of tax	—	0.1
Unrealized gain (loss) on foreign currency translation, net of tax (2)	(18.4)	23.3
Other comprehensive losses	(9.0)	(24.9)
Comprehensive earnings	23.7	45.4
Comprehensive losses attributable to the noncontrolling interest	0.1	0.2
Comprehensive earnings attributable to FIS	$ 23.8	$ 45.6

(1) Net of income tax expense (benefit) of $5.4 million and of ($28.1) million for the three-month periods ended March 31, 2009 and 2008, respectively. Includes amounts reclassified to interest expense, net of tax of $13.6 million and $3.5 million during the three-month periods ended March 31, 2009 and 2008, respectively (note 6).

(2) Net of income tax (benefit) expense of ($0.1) million and $0.8 million for the three-month periods ended March 31, 2009 and 2008, respectively.

See accompanying notes to unaudited consolidated financial statements.

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

Unless stated otherwise or the context otherwise requires all references to "FIS," "we", the "Company" or the "registrant" are to Fidelity National Information Services, Inc., a Georgia corporation.

(1) Basis of Presentation

The unaudited financial information included in this report includes the accounts of FIS and its subsidiaries prepared in accordance with generally accepted accounting principles and the instructions to Form 10-Q and Article 10 of Regulation S-X. All adjustments considered necessary for a fair presentation have been included. This report should be read in conjunction with the Company's Annual Report on Form 10-K, as amended by the Annual Report on Form 10-K/A, for the year ended December 31, 2008. The preparation of these Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Certain reclassifications have been made in the 2008 Consolidated Financial Statements to conform to the classifications used in 2009.

As of March 31, 2009 and December 31, 2008 our market capitalization was below our book value. Consistent with our conclusion as of December 31, 2008, we believe the overall market conditions that existed at the measurement dates and continue to exist because of the current financial crisis have led to a market capitalization well below the fair value of a controlling interest. Based on these factors we concluded that the market capitalization does not represent the fair value of the Company. We believe there is no impairment of our goodwill as of March 31, 2009.

In December 2007, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 160, *Non-controlling Interests in Consolidated Financial Statements — an amendment of ARB No. 51* ("SFAS 160"), requiring noncontrolling interests (sometimes called minority interests) to be presented as a component of equity on the balance sheet. SFAS 160 also requires that the amount of net earnings attributable to the parent and to the non-controlling interests be clearly identified and presented on the face of the Consolidated Statement of Earnings. SFAS 160 requires expanded disclosures in the Consolidated Financial Statements that identify and distinguish between the interests of the parent's owners and the interest of the non-controlling owners of subsidiaries. Pursuant to the transition provisions of the statement, the Company adopted SFAS 160 as of January 1, 2009. The presentation and disclosure requirements have been applied retrospectively for all periods presented. As prescribed, the other provisions of this statement, which relate principally to the accounting for changes in ownership interests, will be applied prospectively to any applicable transactions.

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

(2) Discontinued Operations

During 2008, we discontinued certain operations which are reported as discontinued operations in the Consolidated Statements of Earnings for the three-month period ended March 31, 2008, in accordance with SFAS No. 144 *Accounting for the Impairment or Disposal of Long-Lived Assets* ("SFAS 144"). Interest is allocated to discontinued operations based on debt to be retired and debt specifically identified as related to the respective discontinued operation.

LPS

On July 2, 2008 (the "spin-off date"), all of the shares of the common stock, par value $0.0001 per share, of Lender Processing Services, Inc. ("LPS") were distributed to FIS shareholders through a stock dividend (the "spin-off"). At the time of the distribution, LPS consisted of substantially all the assets, liabilities, businesses and employees related to FIS' Lender Processing Services segment. Upon the distribution, FIS shareholders received one-half share of LPS common stock for every share of FIS common stock held as of the close of business on June 24, 2008. The results of operations of the former LPS segment of FIS are reflected as discontinued operations in the Consolidated Statements of Earnings for the three-month period ended March 31, 2008 in accordance with SFAS 144. LPS had revenues of $452.7 million and earnings before taxes of $93.7 million for the three-month period ended March 31, 2008.

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

Certegy Australia, Ltd.

On October 13, 2008, we sold Certegy Australia, Ltd. ("Certegy Australia") for $21.1 million in cash and other consideration, because its operations did not align with our strategic plans. Certegy Australia had revenues of $8.0 million during the three-month period ended March 31, 2008 and (loss) earnings before taxes of ($1.9) million and $4.2 million during the three-month periods ended March 31, 2009 and 2008, respectively.

Certegy Gaming Services

On April 1, 2008, we sold Certegy Gaming Services, Inc. ("Certegy Game") for $25.0 million, realizing a pretax loss of $4.1 million, because its operations did not align with our strategic plans. Certegy Game had revenues of $27.2 million and earnings before taxes of $0.3 million (excluding the pretax loss realized on sale) during the three-month period ended March 31, 2008.

FIS Credit Services

On February 29, 2008, we sold FIS Credit Services, Inc. ("Credit") for $6.0 million, realizing a pre-tax gain of $1.4 million, because its operations did not align with our strategic plans. Credit had revenues of $1.4 million and losses before taxes of $0.2 million (excluding the realized gain) during the three-month period ended March 31, 2008.

Homebuilders Financial Network

During the year ended December 31, 2008, we discontinued and dissolved Homebuilders Financial Network, LLC and its related entities ("HFN") due to the loss of a major customer. HFN had revenues of $1.1 million and losses before taxes of ($5.4) million during the three-month period ended March 31, 2008.

(3) Related Party Transactions

We are party to certain related party agreements described below.

Revenues and Expenses

A detail of related party items included in revenues for the three-month periods ended March 31, 2009 and 2008 is as follows (in millions):

	2009	2008
ABN AMRO Real card and item processing revenue	$ 19.8	$ 14.7
Banco Bradesco card and item processing revenue	20.9	20.9
Sedgwick data processing services revenue	10.0	9.7
FNF data processing services revenue	11.8	5.6
LPS services revenue	1.7	1.9
Total revenues	$ 64.2	$ 52.8

A detail of related party items included in operating expenses (net of expense reimbursements) for the three-month periods ended March 31, 2009 and 2008 is as follows (in millions):

	2009	2008
Equipment and real estate leasing with FNF and LPS	$ 4.9	$ 4.6
Administrative corporate support and other services with FNF and LPS	2.0	1.8
Total expenses	$ 6.9	$ 6.4

ABN AMRO Real and Banco Bradesco

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

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

Sedgwick

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

FNF

We provide data processing services to FNF consisting primarily of infrastructure support and data center management. Our agreement with FNF runs through June 30, 2013, with an option to renew for one or two additional years, subject to certain early termination provisions (including the payment of minimum monthly service and termination fees). We also have a $6.1 million note receivable from FNF, which matures in September 2012, with interest payable at a rate of LIBOR plus 0.45% (1.88% as of March 31, 2009). We recorded interest income related to this note of less than $0.1 million and $0.2 million for the three-month periods ended March 31, 2009 and 2008. Historically, FNF has provided to us, and to a lesser extent we have provided to FNF, certain administrative support services relating to general management and administration. The pricing for these services, both to and from FNF, is at cost. We also incurred expenses for amounts paid by us to FNF under leases of certain personal property and technology equipment.

LPS

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

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

(4) Unaudited Net Earnings per Share

The basic weighted average shares and common stock equivalents for the quarters ended March 31, 2009 and 2008 are computed in accordance with SFAS No. 128, *Earnings per Share*, using the treasury stock method.

The following table summarizes the earnings per share attributable to FIS common stockholders, for the three-month periods ended March 31, 2009 and 2008 (in millions, except per share amounts):

	2009	2008
Net earnings from continuing operations attributable to FIS, net of tax	$ 34.3	$ 10.9
Net (loss) earnings from discontinued operations attributable to FIS, net of tax	(1.3)	59.6
Net earnings attributable to FIS, net of tax	$ 33.0	$ 70.5
Weighted average shares outstanding — basic	190.0	194.5
Plus: Common stock equivalent shares assumed from conversion of options	1.6	2.0
Weighted average shares outstanding — diluted	191.6	196.5
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	$ 0.18	$ 0.06
Net earnings per share — basic from discontinued operations attributable to FIS common stockholders	(0.01)	0.30
Net earnings per share — basic attributable to FIS common stockholders	$ 0.17	$ 0.36
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	$ 0.18	$ 0.06
Net earnings per share — diluted from discontinued operations attributable to FIS common stockholders	(0.01)	0.30
Net earnings per share — diluted attributable to FIS common stockholders	$ 0.17	$ 0.36

Options to purchase approximately 19.0 million shares and 8.6 million shares of our common stock for the three-month periods ended March 31, 2009 and 2008, respectively, were not included in the computation of diluted earnings per share because they were anti-dilutive.

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

(5) Metavante Merger

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

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

Consummation of the Merger is subject to customary conditions, including, among others, the approval of the Merger by the shareholders of Metavante, the approval of the issuance of FIS common stock in connection with the Merger by the shareholders of FIS, the receipt of required governmental approvals and expiration of applicable waiting periods, the accuracy of the representations and warranties of the other party (generally subject to a material adverse effect standard), material compliance by the other party with its obligations under the Merger Agreement, the delivery of legal opinions as to the tax treatment of the Merger, and the receipt of certain tax opinions regarding the impact of the Merger on the tax treatment of certain past transactions. Upon termination of the Merger Agreement under specified circumstances (including a superior proposal), each party is required to pay the other a termination fee of $175.0 million. The Merger is expected to be completed during the third quarter of 2009.

In connection with the Merger Agreement, FIS entered into an Investment Agreement (the "Investment Agreement") on March 31, 2009, with certain affiliates of Thomas H. Lee Partners, L.P. ("THL") and FNF, pursuant to which, the Company will issue and sell (a) to THL in a private placement 12.9 million shares of common stock of the Company for an aggregate purchase price of approximately $200.0 million and (b) to FNF in a private placement 3.2 million shares of common stock of the Company for an aggregate purchase price of approximately $50.0 million. Pursuant to the terms of the Investment Agreement, the Company will pay each of THL and FNF a transaction fee equal to 3% of their respective investments.

(6) Long-Term Debt

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

	March 31, 2009	December 31, 2008
Term Loan A, secured, interest payable at LIBOR plus 0.88% (1.44% at March 31, 2009), quarterly principal amortization, maturing January 2012	$ 1,968.8	$ 1,995.0
Revolving Loan, secured, interest payable at LIBOR plus 0.70% (Eurocurrency Borrowings), Fed-funds plus 0.70% (Swingline Borrowings) or Prime plus 0.00% (Base Rate Borrowings) plus 0.18% facility fee (1.16%, 0.86% or 3.25% respectively at March 31, 2009), maturing January 2012. Total of $429.0 million unused as of March 31, 2009	471.0	499.4
Other promissory notes with various interest rates and maturities	20.7	20.1
	2,460.5	2,514.5
Less current portion	(132.8)	(105.5)
Long-term debt, excluding current portion	$ 2,327.7	$ 2,409.0

As of March 31, 2009, we have entered into the following interest rate swap transactions converting a portion of the interest rate exposure on our Term and Revolving Loans from variable to fixed (in millions):

Effective Date	Termination Date	Notional Amount	Bank Pays Variable Rate of(1)	FIS pays Fixed Rate of(2)
October 11, 2007	October 11, 2009	$ 1,000.0	1 Month LIBOR	4.73%
December 11, 2007	December 11, 2009	250.0	1 Month LIBOR	3.80%
April 11, 2007	April 11, 2010	850.0	1 Month LIBOR	4.92%
		$ 2,100.0		

(1) 0.56 % in effect at March 31, 2009 under the agreements.

(2) In addition to the fixed rates paid under the swaps, we pay an applicable margin to our bank lenders on the Term Loan A of 0.88% and the Revolving Loan of 0.70% (plus a facility fee of 0.18%) as of March 31, 2009.

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

We have designated these interest rate swaps as cash flow hedges in accordance with SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*. A portion of the amount included in accumulated other comprehensive earnings is reclassified into interest expense as a yield adjustment as interest payments are made on the Term and Revolving Loans. In accordance with the provisions of SFAS No. 157, *Fair Value Measurements ("SFAS 157")* the inputs used to determine the estimated fair value of our interest rate swaps are Level 2-type measurements. In accordance with SFAS 157, we considered our own credit risk when determining the fair value of our interest rate swaps. During June 2008, we terminated the $750 million interest rate swap tied to the Term Loan B that was retired during July 2008, without any significant impact to our financial position or results of operations during the period as its fair value was approximately zero on the date of termination.

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

	Liability Derivatives			
	March 31, 2009		December 31, 2008	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swap contracts	Accounts payable and accrued liabilities	$ 30.7	Accounts payable and accrued liabilities	$ 39.6
Interest rate swap contracts	Other long-term liabilities	38.7	Other long-term liabilities	44.6
Total derivatives designated as hedging instruments under SFAS 133		$ 69.4		$ 84.2

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

	Amount of Gain Recognized in OCE on Derivative			Amount of Loss Reclassified from Accumulated OCE into Income	
Derivatives in SFAS 133 Cash Flow Hedging Relationships	Three Months Ended March 31, 2009	Three Months Ended March 31, 2008	Location of Loss Reclassified from Accumulated OCE into Income	Three Months Ended March 31, 2009	Three Months Ended March 31, 2008
Interest rate swap contracts	$ 6.7	$ 82.0	Interest expense	$ (21.5)	$ (5.6)

Our existing cash flow hedges are highly effective and there is no current impact on earnings due to hedge ineffectiveness. It is our policy to execute such instruments with credit-worthy banks at the time of execution and not to enter into derivative financial instruments for speculative purposes. As of March 31, 2009, we believe that our interest rate swap counterparties will be able to fulfill their obligations under our agreements and we believe that we will have debt outstanding through the various expiration dates of the swaps such that the future hedge cash flows remain probable of occurring.

Principal maturities of long-term debt at March 31, 2009 are as follows (in millions):

2009 remainder	$ 80.3
2010	210.0
2011	157.5
2012	2,012.7
Total	$2,460.5

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

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

(7) Commitments and Contingencies

Litigation

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

- These matters raise difficult and complicated factual and legal issues and are subject to many uncertainties and complexities.
- The Company reviews these matters on an on-going basis and follows the provisions of Statement of Financial Accounting Standards No. 5, *Accounting for Contingencies* ("SFAS 5"), when making accrual and disclosure decisions. When assessing reasonably possible and probable outcomes, the Company bases decisions on the assessment of the ultimate outcome following all appeals. Legal fees associated with defending these matters are expensed as incurred.

Litigation Related to the Merger

On April 7, 2009, a putative class action complaint was filed by a purported Metavante shareholder against Metavante, its directors, certain officers, and FIS. The complaint alleges that the Metavante directors and officers breached fiduciary duties to Metavante shareholders and that Metavante and FIS aided and abetted such breaches. The complaint seeks to enjoin the proposed Merger transaction, preliminarily and permanently, and also seeks damages, attorneys' fees, and class certification. An amended complaint was filed on April 23, 2009, adding an additional plaintiff, but it is otherwise the same as the original complaint. The case is *Lisa Repinski, et al v. Michael Hayford, et al*, Milwaukee County Circuit Court Case No. 09CV5325.

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

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

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

This is a putative class action filed during the first quarter of 2006 in the U.S. District Court for the Northern District of Texas against Certegy Payment Recovery Services, Inc. The complaint seeks damages and declaratory relief for breach of contract as well as alleged violations of the Fair Debt Collection Practices Act ("FDCPA"), Texas Debt Collections Act, and Texas Deceptive Trade Practices Act ("TDTPA"). The Plaintiff wrote a check to a retailer that was subsequently dishonored on presentment. The dishonored check was assigned to Certegy Payment Recovery Services for recovery and collection of an associated service charge. The Plaintiff alleged that there was no authority to collect the $30 service charge on her bounced check, that the collection letters were misleading and that Certegy's actions were oppressive. Point-of-sale signage indicated that a fee of $25 or the maximum allowed by law would be owed for any dishonored check. In addition, the check was stamped at the point-of-sale with a similar statement that the plaintiff signed. The service charge statute in Texas allows a reasonable fee of up to $30 for bounced checks. The court dismissed multiple claims arising out of the FDCPA, including all claims based on alleged misrepresentations or oppressive conduct. The only FDCPA claim remaining is Plaintiff's claim against Certegy Payment Recovery Services under Section 808 of the FDCPA, which governs unfair debt collection practices. Certegy filed a motion to dismiss the state law claims and a motion for summary judgment as to all counts, arguing that the Plaintiff expressly agreed to pay a service charge if her check bounced. The court dismissed the declaratory

judgment claim and found that Certegy did not make false, deceptive or misleading representations under the TDTPA; however, the court did not dismiss the remainder of the state law claims. The Plaintiff filed a motion for class certification, and in the first quarter of 2009 the court granted that motion with respect to the FDCPA claim against Certegy Payment Recovery Services, but denied it with respect to all other claims and against all other defendants. Certegy Payment Recovery Services has appealed the decision to the 5th Circuit Court of Appeals.

Driver's Privacy Protection Act

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

Searcy, Gladys v. eFunds Corporation

This is a nationwide putative class action that was originally filed against eFunds Corporation and its affiliate Deposit Payment Protection Services, Inc. in the U.S. District Court for the Northern District of Illinois during the first quarter of 2008. The complaint alleges willful violation of the Fair Credit Reporting Act ("FCRA") in connection with the operation of the Shared Check Authorization Network ("SCAN"). Plaintiff's principal allegation is that consumers did not receive appropriate disclosures pursuant to §1681g of the FCRA because the disclosures did not include: (i) all information in the consumer's file at the time of the request; (ii) the source of the information in the consumer's file; and/or (iii) the names of any persons who requested information related to the consumer's check writing history during the prior year. The Company is vigorously defending the matter.

Indemnifications and Warranties

The Company often indemnifies its customers against damages and costs resulting from claims of patent, copyright, or trademark infringement associated with use of its software through software licensing agreements. Historically, the Company has not made any payments under such indemnifications, but continues to monitor the conditions that are subject to the indemnifications to identify whether it is probable that a loss has occurred, and would recognize any such losses when they are estimable. In addition, the Company warrants to customers that its software operates substantially in accordance with the software specifications. Historically, no costs have been incurred related to software warranties and none are expected in the future, and as such no accruals for warranty costs have been made.

(8) Segment Information

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

As of and for the three-months ended March 31, 2009 (in millions):

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

	Financial Solutions	Payment Solutions	International	Corporate and Other	Total
Processing and services revenues	$ 271.3	$ 364.7	$ 162.3	$ (0.5)	$ 797.8
Operating expenses	197.7	280.6	152.1	85.5	715.9
Operating income	$ 73.6	$ 84.1	$ 10.2	$ (86.0)	81.9
Other income (expense) unallocated					(30.0)
Income from continuing operations					$ 51.9
Depreciation and amortization	$ 28.4	$ 11.1	$ 13.2	$ 39.3	$ 92.0
Capital expenditures	$ 25.9	$ 7.7	$ 9.3	$ 2.4	$ 45.3
Total assets	$ 2,891.8	$ 2,220.7	$ 1,358.2	$ 859.0	$ 7,329.7
Goodwill	$ 2,096.2	$ 1,677.1	$ 416.8	$ —	$ 4,190.1

As of and for the three-months ended March 31, 2008 (in millions):

	Financial Solutions	Payment Solutions	International	Corporate and Other	Total
Processing and services revenues	$ 280.4	$ 373.3	$ 176.9	$ (0.3)	$ 830.3
Operating expenses	210.9	302.4	164.7	101.1	779.1
Operating income	$ 69.5	$ 70.9	$ 12.2	$ (101.4)	51.2
Other income (expense) unallocated					(37.2)
Income from continuing operations					$ 14.0
Depreciation and amortization	$ 35.5	$ 14.5	$ 13.4	$ 39.9	$ 103.3
Capital expenditures	$ 25.0	$ 8.7	$ 41.3	$ 3.3	$ 78.3
Total assets	$ 2,875.1	$ 2,597.5	$ 1,107.6	$ 1,104.1	$ 7,684.3
Goodwill	$ 2,112.8	$ 1,687.0	$ 426.8	$ —	$ 4,226.6

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

Total assets at March 31, 2009 and 2008, excludes $86.7 million and $2,147.9 million, respectively, related to discontinued operations. Goodwill at March 31, 2008, excludes $1,112.1 million related to discontinued operations.

Financial Solutions

The Financial Solutions segment focuses on serving the processing needs of financial institutions of all sizes, commercial lenders, finance companies and other businesses. The Company's primary software applications function as the underlying infrastructure of a financial institution's processing environment. These applications include core bank processing software, which banks use to maintain the primary records of their customer accounts. The Company also provides a number of complementary applications and services that interact directly with the core processing applications, including applications that facilitate interactions between the Company's financial institution customers and their clients. The Company offers applications and services through a range of delivery and service models, including on-site outsourcing and remote processing arrangements, as well as on a licensed software basis for installation on customer-owned and operated systems.

Payment Solutions

The Payment Solutions segment focuses on serving the payment processing and risk management needs of financial institutions, retailers and other businesses. This segment includes card issuer services, which enable banks, credit unions, and others to issue VISA and MasterCard credit and debit cards, private label cards, and other electronic payment cards for use by both consumer and business accounts. In addition, this segment provides risk management services to retailers and financial institutions. The Company offers applications and services through a range of delivery and service models, including on-site outsourcing and remote processing arrangements, as well as on a licensed software basis for installation on customer-owned and operated systems.

International

The International segment offers both financial solutions and payment solutions to a wide array of international financial institutions. Also, this segment includes the Company's consolidated Brazilian card processing venture (see note 3). Included in this segment are long-term assets, excluding Goodwill and other Intangible assets, located outside of the United States totaling $391.8 million and $434.6 million at March 31, 2009 and 2008, respectively. These assets are predominantly located in Germany, Brazil, the U.K. and India.

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

Corporate and Other

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

Unless stated otherwise or the context otherwise requires all references to "FIS," "we", the "Company" or the "registrant" are to Fidelity National Information Services, Inc., a Georgia corporation.

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

The following discussion should be read in conjunction with Item 1: Consolidated Financial Statements and the Notes thereto included elsewhere in this report. The discussion below contains forward-looking statements that involve a number of risks and uncertainties. Statements that are not historical facts, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management. Because such statements are based on expectations as to future economic performance and are not statements of fact, actual results may differ materially from those projected. The risks and uncertainties which forward-looking statements are subject to include, without limitation: changes in general economic, business and political conditions, including changes in the financial markets; the effect of governmental regulations, including the possibility that there are unexpected delays in obtaining regulatory approvals for our merger with Metavante; the failure to obtain required transaction approvals from FIS' and Metavante's shareholders; the effects of our substantial leverage which may limit the funds available to make acquisitions and invest in our business; the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in the banking, retail and financial services industries or due to financial failures suffered by firms in those industries; failures to adapt our services to changes in technology or in the marketplace; our potential inability to find suitable acquisition candidates or difficulties in integrating acquisitions; significant competition that our operating subsidiaries face; and other risks detailed in the "Statement Regarding Forward-Looking Information," "Risk Factors" and other sections of the Company's Form 10-K and other filings with the Securities and Exchange Commission. All forward-looking statements included in this document are based on information available at the time of the document. FIS assumes no obligation to update any forward-looking statement.

Overview

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

Business Trends and Conditions

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

Card transactions continue to increase as a percentage of total point-of-sale payments, which fuels continuing demand for card-related services. We continue to launch new services aimed at accommodating this demand. In recent years, we have introduced a variety of stored-value card types, Internet banking, and electronic bill presentment/payment services, as well as a number of card enhancement and loyalty/reward programs. The common goal of these offerings continues to be convenience and security for the consumer coupled with value to the financial institution. At the same time, the use of checks continues to decline as a percentage of total point-of-sale payments. We have announced that we are considering strategic alternatives for our remaining check businesses, although no assurance can be given as to whether or when any disposal transaction or other change with respect to those businesses will be accomplished.

In many of the businesses of our Financial Solutions segment, we compete for both licensing and outsourcing business, and thus are affected by the decisions of financial institutions to utilize our services under an outsourced arrangement or to process in-house under a software license and maintenance agreement. As a provider of outsourcing solutions, we benefit from multi-year recurring revenue streams, which help moderate the effects of year to year economic changes on our results of operations. Generally, demand for outsourcing solutions has increased over time as service providers such as us realize economies of scale and improve their ability to provide services that improve customer efficiencies and reduce costs.

Consolidation within the banking industry may be beneficial or detrimental to our businesses. When consolidations occur, merger partners often operate disparate systems licensed from competing service providers. The newly formed entity generally makes a determination to migrate its core systems to a single platform. When a financial institution processing client is involved in a consolidation, we may benefit by expanding the use of our services if such services are chosen to survive the consolidation and support the newly combined entity. Conversely, we may lose market share if a customer of ours is involved in a consolidation and our services are not chosen to survive the consolidation and support the newly combined entity. While it is difficult to mitigate the risks of consolidations, we seek to do so through offering competitive services and trying to take advantage of situations on a case by case basis depending on the specific opportunities at the combined company.

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

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

Critical Accounting Policies

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

Transactions with Related Parties

We are a party to certain historical related party agreements, which are more particularly described in Note 3 to the Notes to Consolidated Financial Statement.

Discontinued Operations

During 2008, we discontinued certain operations in our former Transaction Processing Services and Lender Processing Services segments, which are reported as discontinued operations in the Consolidated Statements of Earnings for the three-month periods ended March 31, 2009 and 2008, in accordance with SFAS 144. See Note 2 to the Notes to Consolidated Financial Statements for a detailed description of discontinued operations.

Factors Affecting Comparability

On July 2, 2008, we completed the LPS spin-off. The results of operations of the Lender Processing Services segment through the July 2, 2008 spin-off date are reflected as discontinued operations in the Consolidated Statements of Earnings, in accordance with SFAS 144, for all periods presented.

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

Comparisons of three-month periods ended March 31, 2009 and 2008

Consolidated Results of Operations (Unaudited)

	2009	2008
	(In millions, except per share amounts)	
Processing and services revenues	$ 797.8	$ 830.3
Cost of revenues	594.3	648.7
Gross profit	203.5	181.6
Selling, general, and administrative expenses	99.0	111.1
Research and development costs	22.6	19.3
Operating income	81.9	51.2
Other income (expense):		
Interest income	0.8	2.8
Interest expense	(32.0)	(38.8)
Other income (expense), net	1.2	(1.2)
Total other income (expense)	(30.0)	(37.2)
Earnings from continuing operations before income taxes	51.9	14.0
Provision for income taxes	17.9	3.3
Earnings from continuing operations, net of tax	34.0	10.7
(Losses) earnings from discontinued operations, net of tax	(1.3)	59.6
Net earnings	32.7	70.3
Net loss attributable to noncontrolling interest	0.3	0.2
Net earnings attributable to FIS	$ 33.0	$ 70.5
Net earnings per share — basic from continuing operations attributable to FIS common stockholders	$ 0.18	$ 0.06
Net earnings per share — basic from discontinued operations attributable to FIS common stockholders	(0.01)	0.30
Net earnings per share — basic attributable to FIS common stockholders	$ 0.17	$ 0.36
Weighted average shares outstanding — basic	190.0	194.5
Net earnings per share — diluted from continuing operations attributable to FIS common stockholders	$ 0.18	$ 0.06
Net earnings per share — diluted from discontinued operations attributable to FIS common stockholders	(0.01)	0.30
Net earnings per share — diluted attributable to FIS common stockholders	$ 0.17	$ 0.36
Weighted average shares outstanding — diluted	191.6	196.5
Amounts attributable to FIS common stockholders:		
Net earnings from continuing operations, net of tax	$ 34.3	$ 10.9
(Loss) earnings from discontinued operations, net of tax	(1.3)	59.6
Net earnings	$ 33.0	$ 70.5

Processing and Services Revenues

Processing and services revenues totaled $797.8 million and $830.3 million for the three-month periods ended March 31, 2009 and 2008, respectively. The decrease in revenue during the 2009 period of $32.5 million, or 3.9% as compared to 2008 is primarily attributable to the impact of unfavorable foreign currency adjustments resulting from a strengthening of the U.S. dollar. Excluding the impact of unfavorable foreign currency adjustments, our International revenue growth was offset by declines in Financial Solutions and Payment Solutions segment revenues.

Cost of Revenues

Cost of revenues totaled $594.3 million and $648.7 million for the three-month periods ended March 31, 2009 and 2008, respectively, resulting in gross profit of $203.5 million and $181.6 million in the 2009 and 2008 periods, respectively. Gross profit as a percentage of revenues (“gross margin”) was 25.5% and 21.9% in the 2009 and 2008 periods, respectively. The decrease in cost of revenues of $54.4 million in the 2009 period as compared to the 2008 period is directly attributable to the decrease in revenue across our three operating segments. The increase in gross margin of 3.6% for 2009 over 2008 period was driven by cost reduction activities and improved operating efficiency.

Selling, General and Administrative Expenses

Selling, general and administrative expenses totaled $99.0 million and $111.1 million for the three-month periods ended March 31, 2009 and 2008, respectively. The decrease of $12.1 million in 2009 as compared to the 2008 period primarily related to higher stock compensation costs, and charges associated with the LPS spin-off in the 2008 period, partially offset by merger-related charges during the 2009 period. Stock-based compensation decreased from $24.9 million in 2008 to $9.5 million in 2009 mainly attributable to charges of $14.1 million for the accelerated vesting of all stock awards held by eFunds employees assumed in the eFunds acquisition. The 2009 period included $7.3 million in merger-related charges while the 2008 period included $2.9 million in charges associated with the spin-off of LPS.

Research and Development Costs

Research and development costs totaled $22.6 million and $19.3 million for the three-month periods ended March 31, 2009 and 2008, respectively. The increase in research and development costs for 2009 as compared to the 2008 period results from the determination of which costs are capitalized based on the nature of the projects underway in the respective periods, pursuant to SFAS No. 86, *Accounting for the Costs of Computer Software to be Sold, Leased or Otherwise Marketed.*

Operating Income

Operating income totaled $81.9 million and $51.2 million for the three-month periods ended March 31, 2009 and 2008, respectively. Operating income as a percentage of revenue (“operating margin”) was 10.3% and 6.2% for the 2009 and 2008 periods, respectively. The increase in operating margin for 2009 as compared to 2008 is attributable to the decreased stock compensation costs, restructuring and integration charges, and charges associated with the LPS spin-off noted previously and the impact of cost-containment activities, as well as improved operating efficiency.

Interest Expense

Interest expense totaled $32.0 million and $38.8 million for the three-month periods ended March 31, 2009 and 2008, respectively. The decrease of $6.8 million in interest expense in 2009 as compared to the 2008 period results from the favorable decrease in borrowing rates under our credit facility.

Provision for Income Taxes

Income tax expense from continuing operations totaled $17.9 million and $3.3 million for the three-month periods ended March 31, 2009 and 2008, respectively. This resulted in an effective tax rate on continuing operations of 34.5% and 23.6% for the three-month periods ended March 31, 2009 and 2008, respectively. The increase in tax expense for the 2009 period as compared to the 2008 period is attributable to increased operating income in the 2009 period. The increase in the 2009 overall effective tax rate is primarily related to the impact of the LPS spin-off in 2008.

Net Earnings from Continuing Operations Attributable to FIS Common Stockholders

Net earnings from continuing operations attributable to FIS common stockholders totaled $34.3 million and $10.9 million for the three-month periods ended March 31, 2009 and 2008, respectively, or $0.18 and $0.06 per diluted share, respectively, due to the factors described above.

Segment Results of Operations (Unaudited)

Financial Solutions
(in millions)

	Three Months Ended March 31,	
	2009	2008
Processing and services revenues	$ 271.3	$ 280.4
Operating income	$ 73.6	$ 69.5

Revenues for the Financial Solutions segment totaled $271.3 million and $280.4 million for the three-month periods ended March 31, 2009 and 2008, respectively. The overall segment decrease of $9.1 million in 2009 as compared to the 2008 period resulted primarily from lower software license and professional services revenue, partially offset by increased demand in risk management and higher commercial outsourcing services revenue.

Operating income for the Financial Solutions segment totaled $73.6 million and $69.5 million for the three-month periods ended March 31, 2009 and 2008, respectively. Operating margin was approximately 27.1% and 24.8% for the three-month periods ended March 31, 2009 and 2008, respectively. The increase in 2009 as compared to 2008 period primarily resulted from increased operating margins due to targeted cost reductions.

Payment Solutions
(in millions)

	Three Months Ended March 31,	
	2009	2008
Processing and services revenues	$ 364.7	$ 373.3
Operating income	$ 84.1	$ 70.9

Revenues for the Payment Solutions segment totaled $364.7 million and $373.3 million for the three-month periods ended March 31, 2009 and 2008, respectively. The overall segment decrease of $8.6 million in 2009 as compared to 2008 period resulted primarily from a $9.7 million decline in the Company's retail check guarantee business. Excluding Check Services' revenue from both periods, Payment Solutions revenue increased 0.4% as growth in debit processing, cardholder support and printing services was offset by declines in prepaid, merchant and item processing activity.

Operating income for the Payment Solutions segment totaled $84.1 million and $70.9 million for the three-month periods ended March 31, 2009 and 2008, respectively. Operating margin was approximately 23% and 19% for the three-month periods ended March 31, 2009 and 2008, respectively. The increase in 2009 as compared to 2008 period primarily resulted from increased operating margins efficiencies and targeted cost reductions.

International
(in millions)

	Three Months Ended March 31,	
	2009	2008
Processing and services revenues	$ 162.3	$ 176.9
Operating income	$ 10.2	$ 12.2

Revenues for the International segment totaled $162.3 million and $176.9 million for the three-month periods ended March 31, 2009 and 2008, respectively. The overall segment decrease of $14.6 million in 2009 as compared to 2008 period resulted primarily from unfavorable currency effects of $34.9 million. Excluding the impact of unfavorable foreign currency, consolidated revenue increased 11.5% in constant currency driven by growth in core processing in Europe and transaction volumes in Brazil.

Operating income for the International segment totaled $10.2 million and $12.2 million for the three-month periods ended March 31, 2009 and 2008, respectively. Operating margin was approximately 6% and 7% for the three-month periods ended March 31, 2009 and 2008, respectively. The decrease in operating income in 2009, as compared to the 2008 period primarily results from unfavorable currency impact of $1.7 million. The International margin of 6% was comparable to the prior period.

Corporate and Other

The Corporate and Other segment results consist of selling, general and administrative expenses and depreciation and intangible asset amortization not otherwise allocated to the reportable segments. Corporate and Other expenses were $86.0 million and $101.4 million for the three-month periods ended March 31, 2009 and 2008, respectively. The overall Corporate and Other decrease of $15.4 million for 2009 as compared to the 2008 period is attributable to a reduction in stock compensation expense, incremental restructuring and integration charges and costs associated with the LPS spin-off. Stock-based compensation decreased from $24.9 million in 2008 to $9.5 million in 2009 mainly attributable to charges of $14.1 million for the accelerated vesting of all stock awards held by eFunds employees assumed in the eFunds acquisition.

Liquidity and Capital Resources

Cash Requirements

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

At March 31, 2009, we had cash on hand of $272.0 million and debt of approximately $2,460.5 million, including the current portion. Of the $272.0 million cash on hand, approximately $210.7 million is held by our operations in foreign jurisdictions. We expect that cash flows from operations over the next twelve months will be sufficient to fund our operating cash requirements and pay principal and interest on our outstanding debt absent any unusual circumstances such as acquisitions or adverse changes in the business environment. The proposed Merger with Metavante is not expected to have a significant immediate impact on cash operating requirements.

We currently pay a $0.05 dividend on a quarterly basis, and expect to continue to do so in the future. The declaration and payment of future dividends is at the discretion of the Board of Directors and depends on, among other things, our investment policy and opportunities, results of operations, financial condition, cash requirements, future prospects, and other factors that may be considered relevant by our Board of Directors, including legal and contractual restrictions. Additionally, the payment of cash dividends may be limited by covenants in certain debt agreements. A regular quarterly dividend of $0.05 per common share was paid on March 30, 2009 to shareholders of record as of the close of business on March 16, 2009.

Cash Flows from Operations

Cash flows from operations were $162.9 million and $168.2 million for the three-month periods ended March 31, 2009 and 2008, respectively. Cash flows from operations in 2008 include cash flows from LPS of $139.7 million. Excluding the impact of LPS in 2008, cash flows from operations increased by $134.4 million due to higher earnings and better working capital management during the three months ended March 31, 2009.

Capital Expenditures

Our principal capital expenditures are for computer software (purchased and internally developed) and additions to property and equipment. We spent approximately $45.3 million and $89.6 million on capital expenditures during the three-month periods ended March 31, 2009 and 2008, including approximately $11.3 million during the 2008 period related to discontinued operations including LPS prior to the spin-off. In 2009, we expect to spend approximately 5% to 7% of 2009 revenue on capital expenditures.

Financing

On January 18, 2007, we entered into a credit agreement with JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender, and Letter of Credit Issuer, Bank of America, N.A., as Swing Line Lender, and other financial institutions party thereto (the “Credit Agreement”). The Credit Agreement replaced our prior term loans and revolver as well as a $100 million settlement facility. The Credit Agreement, which became secured as of September 12, 2007, provides for a committed $2.1 billion five-year term facility denominated in U.S. Dollars (the “Term Loan A”) and a committed $900 million revolving credit facility (the “Revolving Loan”) with a sublimit of $250 million for letters of credit and a sublimit of $250 million for swing line loans, maturing on the fifth anniversary of the closing date, January 18, 2012 (the “Maturity Date”). The Revolving Loan is bifurcated into a $735 million multicurrency revolving credit loan (the “Multicurrency Tranche”) that can be denominated in any combination of U.S. Dollars, Euro, British Pounds Sterling and Australian Dollars, and any other foreign currency in which the relevant lenders agree to make advances and a $165 million U.S. Dollar revolving credit loan that can be denominated only in U.S. Dollars. The swingline loans and letters of credit are available as a sublimit under the Multicurrency Tranche. In addition, the Credit Agreement originally provided for an uncommitted incremental loan facility in the maximum principal amount of $600 million, which would be made available only upon receipt of further commitments from lenders under the Credit Agreement sufficient to fund the amount requested by us. On July 30, 2007, we, along with the requisite lenders, executed an amendment to the existing Credit Agreement to facilitate our acquisition of eFunds. The amendment permitted the issuance of up to $2.1 billion in additional loans, an increase from the foregoing $600 million. The amendment became effective September 12, 2007. On September 12, 2007, we entered into a joinder agreement to obtain a secured $1.6 billion tranche of term loans denominated in U.S. Dollars (the “Term Loan B”) under the Credit Agreement, utilizing $1.6 billion of the $2.1 billion uncommitted incremental loan amount. The Term Loan B proceeds were used to finance the eFunds Acquisition, and pay related fees and expenses. On July 2, 2008, we completed the spin-off of our former Lender Processing Services segment into a separate publicly traded company, Lender Processing Services, Inc., referred to as LPS. In conjunction with the LPS spin-off, we immediately retired the outstanding $1,585.0 million principal balance of the Term Loan B. Debt issuance costs of $8.2 million are capitalized as of March 31, 2009. The $12.4 million remaining balance of Term Loan B debt issuance costs were written-off during July 2008 in conjunction with the LPS spin-off and retirement of the Term Loan B.

As of March 31, 2009, the Term Loan A balance was $1,968.8 million and a total of $471.0 million was outstanding under the Revolving Loan. The obligations under the Credit Agreement have been jointly and severally, unconditionally guaranteed by certain of our domestic subsidiaries. Additionally, we and certain subsidiary guarantors pledged certain equity interests in other entities (including certain of our direct and indirect subsidiaries) as collateral security for the obligations under the credit facility and the guarantee.

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

In addition to the scheduled principal payments, the Term Loan is (with certain exceptions) subject to mandatory prepayment upon the occurrence of certain events. There were no mandatory prepayments owed for the period ended March 31, 2009. Voluntary prepayment of the Loan is generally permitted at any time without fee upon proper notice and subject to a minimum dollar requirement. Commitment reductions of the Revolving Loan are also permitted at any time without fee upon proper notice. The Revolving Loan has no scheduled principal payments, but it will be due and payable in full on the Maturity Date.

The outstanding balance on the Loans bears interest at a floating rate, which is an applicable margin plus, at our option, either (a) the Eurocurrency (LIBOR) rate or (b) either (i) the federal funds rate or (ii) the prime rate. The applicable margin is subject to adjustment based on a leverage ratio (our total indebtedness to our consolidated total EBITDA in our consolidated subsidiaries, as further defined in the Credit Agreement). Alternatively, we have the ability to request the lenders to submit competitive bids for one or more advances under the Revolving Loan.

The Credit Agreement contains 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, a prohibition on the payment of dividends and other restricted payments if an event of default has occurred and is continuing or would result therefrom, a minimum interest coverage ratio and a maximum leverage ratio. Upon an event of default, the Administrative Agent can accelerate the maturity of the Loans. Events of default include conditions customary for such an agreement, including failure to pay principal and interest in a timely manner and breach of certain covenants. These events of default include a cross-default provision that permits the lenders to declare the Credit Agreement in default if (i) we fail to make any payment after the applicable grace period under any indebtedness with a principal amount in excess of $150 million or (ii) we fail to perform any other term under any such indebtedness, as a result of which the holders thereof may cause it to become due and payable prior to its maturity. We were in compliance with all covenants related to the Credit Agreement at March 31, 2009.

As of March 31, 2009, one financial institution that was a party to our credit facility failed, thereby reducing the amount available to us under our credit facility by an immaterial amount. No other financial institutions that were a party to our credit facility or our interest rate swap agreements have failed to date. We continue to monitor the financial stability of our counterparties on an ongoing basis. The lenders under our credit facility are a diversified set of financial institutions both domestic and international. Concentration has increased due to recent consolidation with the top 10 lenders thereunder having about 60% of the overall facility. The loss of any single participant would not adversely impact our ability to fund operations. The revolving facility is bifurcated into two tranches each with a distinct group of lenders and we retain capacity under both tranches. If the single largest lender were to default under the terms of the credit agreement, the maximum loss of liquidity on the undrawn portion of the revolver would be about $59.6 million.

As of March 31, 2009, we have entered into interest rate swap transactions converting a portion of the interest rate exposure on our Term and Revolving Loans from variable to fixed (see Item 3).

Contractual Obligations

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

Off-Balance Sheet Arrangements

FIS does not have any off-balance sheet arrangements.

Recent Accounting Pronouncements

In April 2009, the FASB issued FASB Staff Position (FSP) FAS 115-2 and FAS 124-2, *Recognition and Presentation of Other-Than-Temporary Impairments.* This FSP amends the "other-than-temporary" impairment guidance for debt securities to make the guidance more operational and to improve the presentation and disclosure of other-than-temporary impairments on debt and equity securities in the financial statements. This FSP does not amend existing recognition and measurement guidance related to other-than-temporary impairments of equity securities. The FSP is effective for interim and annual reporting periods ending after June 15, 2009. This FSP is not anticipated to have a material impact on the Company's financial position or results of operations.

In April 2009, the FASB issued FSP FAS 107-1 and APB 28-1, *Interim Disclosures about Fair Value of Financial Instruments.* This FSP amends SFAS 107, *Disclosures about Fair Value of Financial Instruments*, to require disclosures about fair value of financial instruments for interim reporting periods of publicly traded companies as well as in annual financial statements. This FSP also amends Accounting Principles Board (APB) Opinion No. 28, *Interim Financial Reporting*, to require those disclosures in summarized financial information at interim reporting periods. This FSP is effective for interim reporting periods ending after June 15, 2009. This FSP will not impact the consolidated financial results as it is disclosure-only in nature.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), *Business Combinations* ("SFAS 141(R)"), requiring an acquirer in a business combination to recognize the assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree at their fair values at the acquisition date, with limited exceptions. The costs of the acquisition and any related restructuring costs will be recognized separately. When the fair value of assets acquired exceeds the fair value of consideration transferred plus any noncontrolling interest in the acquiree, the excess will be recognized as a gain. Under SFAS 141(R), all business combinations will be accounted for prospectively by applying the acquisition method, including combinations among mutual entities and combinations by contract alone. In April 2009, the FASB issued FSP 141(R)-1, *Accounting for Assets Acquired and Liabilities Assumed in a Business Combination That Arise from Contingencies*. This FSP amends and clarifies the initial recognition and measurement, subsequent measurement and accounting, and related disclosures arising from contingencies in a business combination under SFAS 141(R). Assets and liabilities arising from contingencies in a business combination are to be recognized at their fair value on the acquisition date if fair value can be determined during the measurement period. If fair value cannot be determined, the existing guidance for contingencies in SFAS 5, *Accounting for Contingencies*, and other authoritative literature should be followed. Both SFAS 141(R) and FSP 141(R)-1 are effective for periods beginning on or after December 15, 2008, and will apply to business combinations occurring after the effective date. The Company will apply their provisions to business combinations subsequent to December 31, 2008.

In April 2009, the FASB issued FSP 157-4, *Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly.* This FSP provides additional guidance for estimating fair value in accordance with SFAS 157 when the volume and level of activity for the asset or liability have significantly decreased. This FSP also includes guidance on identifying circumstances that indicate a transaction is not orderly. This FSP is effective for interim and annual reporting periods ending after June 15, 2009, and is to be applied prospectively. Management does not anticipate a material impact on the Company's financial position or results of operations as a result of adopting this FSP.

Item 3. Quantitative and Qualitative Disclosure About Market Risks

Market Risk

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

Interest Rate Risk

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

As of March 31, 2009, we are paying interest on our Revolving Loan at LIBOR plus 0.70% and on our Term Loan A at LIBOR plus 0.88%. A one percent increase in the LIBOR rate would increase our annual debt service under our Credit Agreement, after we calculate the impact of our interest rate swaps, by $3.6 million (based on principal amounts outstanding at March 31, 2009). We performed the foregoing sensitivity analysis based on the principal amount of our floating rate debt as of March 31, 2009, less the principal amount of such debt that was then subject to an interest rate swap converting such debt into fixed rate debt. This sensitivity analysis is based solely on the principal amount of such debt as of March 31, 2009 and does not take into account any changes that

occurred in the prior 12 months or that may take place in the next 12 months in the amount of our outstanding debt or in the notional amount of outstanding interest rate swaps in respect of our debt. Further, in this sensitivity analysis, the change in interest rates is assumed to be applicable for an entire year. For comparison purposes, based on principal amounts outstanding as of March 31, 2008, and calculated in the same manner as set forth above, a 1% change in the LIBOR rate would have increased our annual debt service, after we calculate the impact of our interest rate swaps, by $7.8 million.

As of March 31, 2009, we have entered into the following interest rate swap transactions converting a portion of the interest rate exposure on our Term and Revolving Loans from variable to fixed (in millions):

Effective Date	Termination Date	Notional Amount	Bank Pays Variable Rate of(1)	FIS pays Fixed Rate of(2)
October 11, 2007	October 11, 2009	$ 1,000.0	1 Month LIBOR	4.73%
December 11, 2007	December 11, 2009	250.0	1 Month LIBOR	3.80%
April 11, 2007	April 11, 2010	850.0	1 Month LIBOR	4.92%
		$ 2,100.0		

(1) 0.56 % in effect at March 31, 2009 under the agreements.

(2) In addition to the fixed rates paid under the swaps, we pay an applicable margin to our bank lenders on the Term Loan A of 0.88% and the Revolving Loan of 0.70% (plus a facility fee of 0.18%) as of March 31, 2009.

Foreign Currency Risk

We have no material market risk sensitive instruments that are exposed to foreign currency exchange risks. Our exposure to foreign currency exchange risks arises instead from our non-U.S. operations generally, to the extent they are conducted in local currency. Changes in foreign currency exchange rates affect translations of revenues denominated in currencies other than U.S. Dollars. Our international operations generated approximately $162.3 million in revenues in the 2009 period, of which approximately $128.3 million was denominated in currencies other than the U.S. Dollar. The major currencies that we are exposed to are the Brazilian Real, the Euro and the British Pound Sterling. A 10% move in average exchange rates for these currencies (assuming a simultaneous and immediate 10% change in all of such rates for the relevant period) would have had the following effects on our reported revenues for the three months ended March 31, 2009 and the three months ended March 31, 2008 (in millions):

	Three Months Ended March 31,	
	2009	2008
Currency		
Real	$ 5.4	$ 5.4
Euro	4.6	4.5
Pound Sterling	1.3	3.1
Total Impact	$ 11.3	$ 13.0

The impact on earnings of the foregoing assumed 10% change in each of the periods presented would have been negligible.

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

Item 4. Controls and Procedures

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

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

Part II: OTHER INFORMATION

Item 1. Legal Proceedings

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

Item 1A. Risk Factors

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

We may fail to realize the anticipated cost savings and other financial benefits of the Merger with Metavante on the anticipated schedule, if at all.

To achieve the planned financial benefits of the Merger, FIS will need to successfully integrate Metavante's operations into its own in a timely and efficient manner and will need to execute transitional matters successfully, including integrating new members of FIS management and the retention of key Metavante personnel. Currently, each company operates as an independent public company. Achieving the anticipated cost savings and financial benefits of the Merger will depend in part upon whether FIS integrates Metavante's businesses in an efficient and effective manner. There can be no assurance that FIS will be able to accomplish this integration process smoothly or successfully. In addition, the integration of certain operations will require the dedication of significant management resources, which will compete for management's attention with management of the day-to-day business of the combined company. Any inability to realize the full extent of, or any of, the anticipated cost savings and financial benefits of the Merger, as well as any delays encountered in the integration process, could have an adverse effect on the business and results of operations of the combined company, which may affect the market price of FIS common stock.

The Merger is subject to the receipt of consents and approvals from government entities. Such approvals may not be obtained or may impose conditions that could have an adverse effect on the combined company following the Merger.

Completion of the Merger is conditioned upon the receipt of certain governmental approvals, including the expiration or termination of the applicable waiting period under the HSR Act. Although FIS and Metavante have agreed in the Merger Agreement to use their reasonable best efforts to obtain the requisite governmental approvals, there can be no assurance that these approvals will be obtained. In addition, the governmental authorities from which these approvals are required may impose conditions on the completion of the Merger or require changes to the terms of the Merger. Although FIS and Metavante do not currently expect that any such conditions or changes would be imposed, there can be no assurance that they will not be, and such conditions or changes could have the effect of delaying completion of the Merger or imposing additional costs on or limiting the revenues of FIS following the Merger. In addition, under the terms of the Merger Agreement, neither party is obligated to complete the Merger if any such condition or change would reasonably be expected to have a material adverse effect (as measured on a scale relative to Metavante) on either party or the surviving company in the Merger.

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

There were no unregistered sales of equity securities during the three-month period ended March 31, 2009.

Item 6. Exhibits

(a) Exhibits:

10.1	Contribution and Distribution Agreement, dated as of June 13, 2008, between Lender Processing Services, Inc. and Fidelity National Information Services, Inc. (1)
10.2	Tax Disaffiliation Agreement, dated as of July 2, 2008, between Lender Processing Services, Inc. and Fidelity National Information Services, Inc.
10.3	Lease Agreement, dated as of June 13, 2008, between Lender Processing Services, Inc. and Fidelity National Information Services, Inc.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification by Chief Executive Officer of Periodic Financial Reports pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350.
32.2	Certification by Chief Financial Officer of Periodic Financial Reports pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350.

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

SIGNATURES

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

Date: May 6, 2009

FIDELITY NATIONAL INFORMATION SERVICES, INC.

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

FIDELITY NATIONAL INFORMATION SERVICES, INC.

FORM 10-Q

INDEX TO EXHIBITS

The following documents are being filed with this Report:

Exhibit No.	Description
10.1	Contribution and Distribution Agreement, dated as of June 13, 2008, between Lender Processing Services, Inc. and Fidelity National Information Services, Inc. (1)
10.2	Tax Disaffiliation Agreement, dated as of July 2, 2008, between Lender Processing Services, Inc. and Fidelity National Information Services, Inc.
10.3	Lease Agreement, dated as of June 13, 2008, between Lender Processing Services, Inc. and Fidelity National Information Services, Inc.
31.1	Certification of Lee A. Kennedy, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of George P. Scanlon, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Lee A. Kennedy, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of George P. Scanlon, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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

CONTRIBUTION AND DISTRIBUTION AGREEMENT

between

FIDELITY NATIONAL INFORMATION SERVICES, INC.

and

LENDER PROCESSING SERVICES, INC.

dated as of June 13, 2008

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

Exhibit A	Form of LPS Term A Notes
Exhibit B	Form of LPS Term B Notes
Exhibit C	Form of LPS Bond Indebtedness
Exhibit D	Form of Assignment and Bill of Sale
Exhibit E	Form of Assumption Agreement
Schedule I	List of Subject Companies
Schedule 2.2(a)	Transferred Employee Employment Agreements (1)
Schedule 5.5	Related Party Agreements
Schedule 5.6	Repayment of Intercompany Obligations
Schedule 7.1(a)	Liabilities Requiring Indemnification (1)

(1) This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.

CONTRIBUTION AND DISTRIBUTION AGREEMENT

CONTRIBUTION AND DISTRIBUTION AGREEMENT, dated as of June 13, 2008 (this "Agreement"), between **Fidelity National Information Services, Inc.**, a Georgia corporation ("FIS"), and **Lender Processing Services, Inc.**, a Delaware corporation ("LPS").

WHEREAS, the Board of Directors of FIS has determined that it is in the best interests of FIS and its stockholders to separate its lender processing services business and to distribute ownership of the lender processing services business to the stockholders of FIS as a dividend; and

WHEREAS, FIS owns, directly or indirectly, (i) that percentage of the issued and outstanding shares of capital stock or other equity securities or ownership interests set forth on Schedule I (the "Subject Securities") of the entities listed on Schedule I (the "Subject Companies") and (ii) the Other Assets (as hereinafter defined), which Subject Securities and Other Assets constitute all of the material properties, assets and rights that primarily relate to, arise out of or are held in connection with the lender processing services business currently conducted by FIS and its Subsidiaries; and

WHEREAS, FIS desires to contribute to LPS all of the Subject Securities and all of the Other Assets (collectively, the "Asset Contribution") in exchange for (i) the issuance by LPS to FIS of the LPS Shares (as hereinafter defined) and the LPS Notes (as hereinafter defined) and (ii) the assumption by LPS of the Assumed Liabilities (as hereinafter defined); and

WHEREAS, the board of directors of FIS has approved (i) the Asset Contribution in exchange for the LPS Shares and the LPS Notes, (ii) the distribution, following the Asset Contribution, of all of the shares of LPS Common Stock held by FIS to the holders of the outstanding shares of capital stock of FIS as of the Record Date (as defined herein) for such distribution (the "Spin-off"), and (iii) in connection with the Spin-off, the exchange by FIS of the LPS Notes for a like amount of FIS's existing indebtedness consisting of the Tranche B Term Loans issued under the FIS 2007 Credit Agreement (as defined herein) (the "Debt Exchange"); and

WHEREAS, the board of directors of LPS has approved the issuance of the LPS Shares and the LPS Notes, as well as assumption by LPS of the Assumed Liabilities (as hereinafter defined) and the acceptance of the Asset Contribution;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FIS and LPS agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Action or Proceeding" means any charge, complaint, grievance, action, suit, litigation, proceeding or arbitration, whether civil, criminal, administrative or investigative, by any Person, or any investigation by or before any Governmental Entity.

"Adverse Consequences" means damages, penalties, fines, costs, expenses (including professional fees and expenses), amounts paid in settlement, liabilities, obligations, liens, and losses, including any such amounts arising out of or related to claims asserted against LPS or FIS by any shareholder participating in the Spin-off; provided that Adverse Consequences shall not include any indirect, special, consequential, or punitive damages.

"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; provided, however, that, for purposes of this Agreement, no member of either Group shall be deemed to be an Affiliate of any member of the other Group. 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.

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

"Ancillary Agreement" or "Ancillary Agreements", as the context may require, means each of the LPS Notes, the Employee Matters Agreement, the Tax Disaffiliation Agreement, each of the other Related Party Agreements, and each other agreement or instrument to be entered into in connection with the Asset Contribution or the Spin-off, including any exhibits, schedules, attachments, tables or other appendices thereto, and each other agreement and other instrument contemplated herein or in any of the foregoing, all as may be amended from time to time.

"Arbitrator" has the meaning set forth in Section 8.3(c).

"Asset Contribution" has the meaning set forth in the Recitals.

"Asset Contribution Date" means the date on which the Asset Contribution is effective.

"Assignment and Bill of Sale" means that certain Assignment and Bill of Sale to be entered by FIS to and in favor of LPS in connection with the Asset Contribution, in the form of Exhibit D, as such may be amended from time to time.

"Assumed Liabilities" means all liabilities and obligations of any member of the FIS Group required to be paid or performed under any contract or other agreement included in

the Other Assets or otherwise arising in connection with any of the Other Assets, whether required to be paid or performed before or after the Asset Contribution Date.

"Assumption Agreement" means that certain Assumption Agreement to be entered by LPS to and in favor of FIS in connection with the Asset Contribution, in the form of Exhibit E, as such agreement may be amended from time to time.

"Business Day" means any day, other than a Saturday or Sunday, or a day on which banking institutions are authorized or required by law or regulation to close in Jacksonville, Florida or New York, New York.

"Change of Control" means, with respect to any Person, an acquisition by any person (within the meaning of Section 3(a)(9) of the Exchange Act) and used in Sections 13(d) and 14(d) thereof of Beneficial Ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 50% or more of either the then outstanding shares of common stock or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors; excluding, however, the following: (A) any acquisition directly from such Person, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from such Person or (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by such Person or by one or more members of such Person's group of affiliates entities.

"Claim Notice" has the meaning set forth in Section 7.3(a).

"Claimed Amount" has the meaning set forth in Section 7.3(a).

"Code" means the Internal Revenue Code of 1986, as amended.

"Controlling Party" has the meaning set forth in Section 7.3(d)(ii).

"D&O Tail Policy" has the meaning set forth in Section 5.2(b)(i).

"Damages" means all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), costs, obligations, liens, forfeitures, settlements, payments, costs, 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 or Proceeding), of any nature or kind, whether or not the same would properly be reflected on a balance sheet.

"Debt Exchange" has the meaning set forth in the Recitals.

"Disclosing Party" has the meaning set forth in Section 4.2(c).

"Dispute" has the meaning set forth in Section 8.3(a).

"Distribution Date" means the date on which the Spin-off is effective.

"Employee Matters Agreement" means the Employee Matters Agreement to be entered into by and between FIS and LPS, as may be amended from time to time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Existing Insurance" has the meaning set forth in Section 5.2(b)(ii).

"Fiduciary and EP Tail Policy" has the meaning set forth in Section 5.2(b).

"FIS" means Fidelity National Information Services, Inc., a Georgia corporation.

"FIS 2007 Credit Agreement" means the Credit Agreement dated as of January 18, 2007, as amended, among FIS, as borrower, and JPMorgan Chase Bank, N.A., Bank of America, N.A., Wachovia Bank, National Association, and certain other parties.

"FIS Group" means FIS, the Subsidiaries of FIS and each Person that is or becomes an Affiliate of FIS (other than LPS or any member of the LPS Group) from and after the Asset Contribution.

"FIS Indemnified Parties" has the meaning set forth in Section 7.1.

"FIS Marks" has the meaning set forth in Section 6.1(a).

"FIS Policies" has the meaning set forth in Section 5.2(b)(ii).

"FIS Public Filings" has the meaning set forth in Section 4.1(b).

"FNF" means Fidelity National Financial, Inc., a Delaware corporation.

"FNF Policy" has the meaning set forth in Section 5.2(a).

"GAAP" means U.S. generally accepted accounting principles, consistently applied.

"Governmental Entity" means any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, or any other regulatory, administrative or governmental authority, including the NYSE.

"Group" means either the FIS Group or the LPS Group, as the context requires.

"Indemnifiable Losses" mean all Damages suffered by an Indemnitee, including any reasonable out-of-pocket fees, costs or expenses of enforcing any indemnity hereunder; provided that "Indemnifiable Losses" shall not include any such Damages caused by, resulting from or arising out of the gross negligence, willful misconduct or fraud of such Indemnitee.

"Indemnified Party" has the meaning set forth in Section 7.3(a).

"Indemnifying Party" has the meaning set forth in Section 7.3(a).

"Indemnitee" means a Person who or which may seek indemnification under this Agreement.

"Jacksonville Court" has the meaning set forth in Section 8.2.

"LPS" means Lender Processing Services, Inc., a Delaware corporation.

"LPS Common Stock" means LPS Common Stock, par value *$0.0001* per share.

"LPS Group" means LPS, the Subsidiaries of LPS, and each Person that LPS directly or indirectly controls (within the meaning of the Securities Act) immediately after the Asset Contribution, and each other Person that becomes an Affiliate of LPS after the Spin-off.

"LPS Indemnified Parties" has the meaning set forth in Section 7.2.

"LPS Notes" has the meaning set forth in Section 2.1(a).

"LPS Public Filings" has the meaning set forth in Section 4.1(c).

"LPS Shares" has the meaning set forth in Section 2.1(a).

"Non-controlling Party" has the meaning set forth in Section 7.3(d)(ii).

"NYSE" means the New York Stock Exchange, Inc.

"Other Assets" means all other properties, assets and rights of any nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, held by FIS immediately prior to the Asset Contribution that primarily relate to, arise out of or are held in connection with the Transferred Business.

"Owning Party" has the meaning set forth in Section 4.2(c).

"Party" or "Parties", as the context may require, mean each or both of FIS and LPS.

"Person" means (i) for all Sections of this Agreement, except in the context of "Change of Control", an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity, and (ii) for "Change of Control", the meaning set forth in the definition for "Change of Control".

"Providing Party" has the meaning set forth in Section 4.1(a).

"Record Date" means the close of business on the date to be determined by the FIS board of directors as the record date for determining the stockholders of FIS entitled to receive shares of LPS Common Stock pursuant to a pro-rata distribution of shares of LPS Common Stock as part of the Spin-off.

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

"Related Party Agreements" has the meaning set forth in Section 5.5(a).

"Representative" means, with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants or attorneys.

"Requesting Party" has the meaning set forth in Section 4.1(a).

"Retention Period" has the meaning set forth in Section 4.3.

"SEC" means the United States Securities and Exchange Commission, or any successor agency.

"Securities Act" means the Securities Act of 1933, as amended from time to time, together with the rules and regulations promulgated thereunder.

"Spin-off" has the meaning set forth in the Recitals.

"Spin-off Declaration" has the meaning set forth in Section 2.3(a).

"Split Dollar Plan" has the meaning set forth in Section 2.2(a)(vi).

"Steering Committee" has the meaning set forth in Section 8.3(a).

"Subject Companies" has the meaning set forth in the Recitals.

"Subject Company Subsidiary" means one or more Subsidiaries of a Subject Company.

"Subject Securities" has the meaning set forth in the Recitals.

"Subsidiary" means, with respect to any specified Person, any Person of which such specified 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; provided, however, that unless the context otherwise requires, references to Subsidiaries of FIS will not include LPS or the Persons that will be transferred to LPS or other members of the LPS Group pursuant to this Agreement, whether the transfer of such Persons occurs prior to or after the Asset Contribution.

"Tax" and "Taxes" means any net income, gross income, gross receipts, alternative or add-on minimum, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, transfer, recording, severance, stamp, occupation, premium, property, environmental, estimated, custom duty, or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest and any penalty, addition to Tax, or additional amount, imposed by any Governmental Entity or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection, or imposition of any Tax (including the United States Internal Revenue Service).

"Tax Disaffiliation Agreement" means that certain Tax Disaffiliation Agreement to be entered by and between FIS and LPS, as may be amended from time to time.

"Third-Party Claim" has the meaning set forth in Section 7.3(d)(i).

"Title 11" has the meaning set forth in Section 8.13(b).

"Transfer Agent" means Computershare or such other Person who has been appointed as the transfer agent for LPS Common Stock.

"Transferred Business" means the lender processing services operations of FIS as conducted on or prior to the Asset Contribution Date.

"Transferred Employee" has the meaning set forth in Section 2.2(a)(iv).

"Transactions" means the Asset Contribution, the Spin-off, the Debt Exchange, and the "preliminary transactions" as defined in the Tax Disaffiliation Agreement.

"Transition License Expiration Date" has the meaning set forth in Section 6.1(a).

"Unauthorized Access" has the meaning set forth in Section 6.6.

SECTION 1.2. Interpretation.

(a) For purposes of this Agreement (including all exhibits, schedules and amendments), unless the context otherwise requires, (i) all terms defined herein include the plural as well as the singular, and the masculine, feminine or neuter gender shall be deemed to include the others whenever the context so requires, (ii) all accounting terms used but not otherwise defined herein shall have the meanings given to them under GAAP, and (iii) references to any Person include successors of such Person by consolidation and merger and transferees of all or substantially all its assets (provided that such successor has duly assumed in writing all such Person's obligations, if any, hereunder).

(b) Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," and words of like import refer to this Agreement, unless the context requires otherwise.

(c) The words "including," "includes," or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance.

(d) References herein to any agreement or other instrument shall, unless the context otherwise requires (or the definition thereof otherwise specifies), be deemed references to the same as it may from time to time be changed, amended or extended in accordance with its terms.

(e) Any reference in this Agreement to a "member" of a Group means the applicable Party to this Agreement or another Person referred to in the definition of FIS Group or LPS Group, as applicable.

(f) All references in this Agreement to times of day shall be to the city of Jacksonville, Florida time.

ARTICLE II

THE ASSET CONTRIBUTION, THE DISTRIBUTION AND THE DEBT EXCHANGE

SECTION 2.1. Asset Contribution, Assumption of Liabilities and Delivery of Shares and Notes. Upon the terms and subject to the conditions of this Agreement:

(a) On the Asset Contribution Date, FIS shall transfer, or cause to be transferred, to LPS all right, title and interest of FIS in and to all of the Subject Securities and all right, title and interest of FIS in and to the Other Assets, in exchange for (i) that number of shares of LPS Common Stock (the "LPS Shares") as shall be determined in accordance with the formula set forth in the Spin-off Declaration, to be issued and delivered to FIS on or prior to the Distribution Date, (ii) one or more senior notes, designated as Term A Notes and Term B Notes, together with certain other bond indebtedness (collectively, the "LPS Notes"), all issued by LPS to and in favor of FIS in the aggregate original principal amount of up to approximately $1.6 billion, in the form of and containing the terms set forth in **Exhibit A** (the form of the LPS Term A Notes), **Exhibit B** (the form of the LPS Term B Notes, and **Exhibit C** (the form of the LPS bond indebtedness), all to be delivered to FIS on or prior to the Distribution Date, and (iii) the assumption by LPS of the Assumed Liabilities, as evidenced by the Assumption Agreement, to be effective on the Asset Contribution Date; and

(b) LPS shall (i) issue and deliver the LPS Shares and the LPS Notes to FIS on or prior to the Distribution Date, and (ii) assume and agree to pay, honor and discharge when due all of the Assumed Liabilities in accordance with their respective terms pursuant to the Assumption Agreement, effective on the Asset Contribution Date, all in exchange for the Transferred Business, including the Subject Securities and the Other Assets.

SECTION 2.2. Asset Contribution Deliverables; Distribution Date Deliverables.

(a) On the Asset Contribution Date at the time of the Asset Contribution:

(i) FIS shall deliver to LPS (x) certificates representing the respective Subject Securities, together with duly executed transfer forms including all such deeds, instruments, stock powers, transfer stamps or other documents as may be necessary to transfer full legal and beneficial ownership of such Subject Securities to LPS, and (y) all books and records of each of the Subject Companies, together

with all material documents and materials relating solely to the Subject Companies, the Other Assets and the Transferred Business;

(ii) FIS shall execute and deliver to LPS a bill of sale and such other deeds, instruments or other documents (each in substance and form reasonably satisfactory to LPS) as may be necessary to transfer full legal and beneficial title to the Other Assets to LPS, and any cash that is a part of the Other Assets shall be paid by wire transfer of immediately available funds to an account designated by LPS to FIS in writing no later than two Business Days before the Asset Contribution Date;

(iii) LPS and FIS shall execute and deliver the Assumption Agreement and the Employee Matters Agreement;

(iv) All FIS employees whose functions or responsibilities primarily relate to the Transferred Business and who are not intended to be both employees of FIS (or any member of the FIS Group) and of LPS (or any member of the LPS Group) on the day immediately following the Asset Contribution Date (each such employee being a "Transferred Employee") shall be transferred to LPS and thereafter, such employees shall be employees of LPS;

(v) FIS or the applicable member of the FIS Group shall assign to LPS (or the applicable member of the LPS Group), and LPS or the applicable member of the LPS Group shall assume from FIS (or the applicable member of the FIS Group), all of FIS's right, title, and interest in and to, and all obligations and liabilities of FIS or any member of the FIS Group under, all individual employment, termination, retention, severance or other similar contracts or agreements with each Transferred Employee and all of the rights, interests, responsibilities, obligations and liabilities as the employer under such contracts and agreements, including without limitation those employment agreements listed on Schedule 2.2(a); and

(vi) FIS or the applicable member of the FIS Group shall assign to LPS (or the applicable member of the LPS Group), and LPS or the applicable member of the LPS Group shall assume from FIS (or the applicable member of the FIS Group), the obligations of FIS or any member of the FIS Group for each Transferred Employee under the Certegy Inc. Executive Life and Supplemental Retirement Benefit Plan (the "Split Dollar Plan") and the life insurance policies issued thereunder and all of the obligations and benefits as the employer under the Split Dollar Plan and such life insurance policies.

(b) On or before the Distribution Date immediately prior to the Spin-off:

(i) LPS shall issue and deliver to FIS the LPS Shares;

(ii) LPS shall issue and deliver to FIS the LPS Notes; and

(iii) LPS and FIS shall execute and deliver the Tax Disaffiliation Agreement, as well as all other Related Party Agreements or amendments thereto, to be effective as of the Distribution Date.

SECTION 2.3. Spin-off.

(a) Pursuant to the approval of the Spin-off by the board of directors of FIS and its declaration of the Spin-off dividend (the "Spin-off Declaration"), following the Asset Contribution but before the Distribution Date, FIS shall deliver to the Transfer Agent certificates representing the shares of LPS Common Stock to be delivered to the holders of FIS common stock entitled thereto in connection with the Spin-off, and the Transfer Agent shall thereafter distribute on the Distribution Date to each holder (other than FIS or any FIS Subsidiary) of record of common stock of FIS, as of the close of business on the Record Date, such number of shares of LPS Common Stock as shall be determined in accordance with the formula set forth in the Spin-off Declaration.

(b) LPS agrees to take any and all actions and enter into any and all agreements and arrangements reasonably requested by FIS to facilitate the Spin-off (no matter the form of the Spin-off), including with respect to the matters set forth in Article V of this Agreement, and to cooperate with FIS in connection with the Spin-off. LPS shall use its reasonable best efforts to cause its Representatives to cooperate with FIS in connection with the Spin-off, including making LPS executives available for any presentations, and causing comfort letters and disclosure letters required by FIS to be provided in connection therewith and shall take all actions necessary or desirable to cause such documents to be in customary form.

(c) No certificates representing fractional shares of LPS Common Stock will be distributed in the Spin-off. As soon as practicable after the consummation of the Spin-off, LPS shall direct the Transfer Agent to determine the number of whole shares and fractional shares of LPS Common Stock allocable to each holder of record or beneficial owner of FIS Common Stock otherwise entitled to fractional shares of LPS Common Stock, to aggregate all such fractional shares and sell the whole shares obtained thereby, in open market transactions or otherwise, in each case at then prevailing trading prices, and to cause to be distributed to each such holder or for the benefit of each such beneficial owner to which a fractional share shall be allocable such holder or owner's ratable share of the proceeds of such sale, after making appropriate deductions for any amount required to be withheld for United States federal income tax purposes and to repay expenses reasonably incurred by the Transfer Agent, including all brokerage charges, commissions and transfer taxes, in connection with such sale. LPS and the Transfer Agent shall use their commercially reasonable efforts to aggregate the shares of LPS Common Stock that may be held by any beneficial owner thereof through more than one account in determining the fractional share allocable to such beneficial owner.

SECTION 2.4. Debt Exchange. Prior to the Spin-off, LPS shall issue to FIS the LPS Notes. The LPS Notes will be issued under appropriate agreements and instruments to which LPS shall become a party prior to its issuance of the LPS Notes. The Parties acknowledge and agree that in connection with the Spin-off, FIS intends to exchange all of the LPS Notes for

its existing Tranche B Term Loan indebtedness issued under the FIS 2007 Credit Agreement. The holders of the Tranche B Term Loan indebtedness intend to syndicate or place the obligations of LPS under the various credit facilities and with various groups of lenders and debtholders. LPS agrees, and agrees to cause the LPS Subsidiaries to, execute and deliver to FIS or any other person such further documents, agreements and instruments, and take such further action, as FIS may at any time reasonably request in order to consummate and make effective, in the most expeditious manner practicable, the Debt Exchange and such subsequent syndication and placement, as contemplated by this Section 2.4.

ARTICLE III

NO REPRESENTATIONS AND WARRANTIES

SECTION 3.1. No Representations and Warranties. LPS (on behalf of itself and each member of the LPS Group) acknowledges and agrees that, except as expressly set forth in this Agreement or any Ancillary Agreement, (a) neither FIS nor any member of the FIS Group is making any representations or warranties, express or implied, in this Agreement, any Ancillary Agreement or any other agreement contemplated hereby or thereby, as to the Transferred Business, including without limitation as to the title to such entities' shares or other ownership interests or as to the assets, liabilities, business or financial condition of such entities (including the Subject Companies and the Other Assets), all such transfers being made on an "as-is, where-is" basis and (b) LPS and its Affiliates will bear the economic and legal risks that any conveyance will prove to be sufficient to vest in them good and marketable title, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever and that any consents or approvals, and that any requirements of laws or judgments, with respect to the transfer of the Transferred Business, have been received or met.

SECTION 3.2. No Warranty Regarding Transition License. Without limiting the generality of Section 3.1, except as may be expressly set forth in Article VI, all licenses granted pursuant to Article VI are "as is", and neither Party (nor any Person within the FIS Group or the LPS Group), nor any of their respective officers, directors employees or agents makes any representation or warranty (except as may be expressly set forth in Article VI) with respect to FIS Marks or the licenses granted or made pursuant to Article VI, including any representation as to: (i) a Party's right to grant licenses, (ii) the scope of rights in the FIS Marks for any specific goods or services, or (iii) the title to any such FIS Marks or the absence of any third party infringement of any such FIS Marks. FIS does not undertake any commitment to maintain or defend the FIS Marks.

ARTICLE IV

ACCESS TO INFORMATION AND RECORDS

SECTION 4.1. Access to Information.

(a) *Information Access Available*. The Parties intend that effective upon the Asset Contribution, all books and records, documents, agreements, data, files and other materials, whether written or electronically stored (as applicable to each Party, its "Records"), relating to the Subject Companies or the Other Assets, or arising out of or in connection with the operation of the Transferred Business, shall be delivered by FIS to LPS. To the extent that (i) Records owned or in the possession of one Party (in such capacity, the "Providing Party") created prior to the Distribution Date also include therein (imbedded, as a part of or as a separate segment) information relating to the other Party (in such capacity, the "Requesting Party") or relating to the Requesting Party's business, assets, liabilities or operations, then during the Retention Period (as defined in Section 4.3), the Providing Party will provide to the Requesting Party, and will cause its respective Group members and Representatives to provide to the Requesting Party, upon reasonable advance written request and otherwise in accordance with the requirements of this Section 4.1, reasonable access during normal business hours and at the expense of the Requesting Party to all such Records owned or in the possession of the Providing Party and its Subsidiaries, if such access is reasonably required by the Requesting Party in connection with the Requesting Party's financial reporting and accounting matters, the preparation of and filing of any tax returns or the defense of any tax claim or assessment, the prosecution or defense of any litigation or other dispute with third parties, the preparation and filing of reports and other materials with any Governmental Entity or any other bona fide purpose, provided that such access does not unreasonably disrupt the normal operations of the Providing Party or any of its Subsidiaries. Subject to the confidentiality provisions set forth in Section 4.2 and any other security obligations as the Providing Party may reasonably deem necessary, the Requesting Party may have all requested information duplicated at the Requesting Party's expense. Alternatively, the Providing Party may choose to deliver, at the Requesting Party's expense, all requested information to the Requesting Party in the form requested by the Requesting Party. The Providing Party will notify the Requesting Party in writing at the time of delivery if such information is to be returned to the Providing Party. In such case, the Requesting Party will return such information when no longer needed to the Providing Party at the Requesting Party's expense. In connection with providing information pursuant to this Section 4.1, the Providing Party hereto will, upon the request of the Requesting Party and upon reasonable advance notice, make available during normal business hours its respective employees (and those employees of its respective Group members and Representatives, as applicable) to the extent that they are reasonably necessary to and explain all requested information with and to the Requesting Party, provided that such access does not unreasonably disrupt the normal operations of the Providing Party or any of its Subsidiaries. Each Providing Party shall be entitled to reimbursement from the Requesting Party, upon the presentation of invoices therefor, for all reasonable out-of-pocket costs and expenses (excluding allocated compensation and overhead expenses) as may be reasonably incurred in providing information pursuant to this Section 4.1(a).

(b) *Access for FIS Public Filings*. Without limiting the generality of the provisions of Section 4.1(a), LPS agrees to cooperate fully, and cause LPS's auditors to cooperate fully, with FIS to the extent requested by FIS in the preparation of FIS's press releases, Quarterly Reports on Form 10-Q, Annual Reports to Shareholders, Annual Reports on Form 10-K, any Current Reports on Form 8-K and any other proxy, information and registration statements, reports, notices, prospectuses and any other filings made by FIS with the SEC, any national securities exchange or otherwise made publicly available (collectively, the "FIS Public Filings"). LPS agrees to provide to FIS all information that FIS reasonably requests in connection with any FIS Public Filings or that, in the judgment of FIS, is required to be disclosed or incorporated by reference therein under any law, rule or regulation. LPS will provide such information in a timely manner on the dates reasonably requested by FIS (which may be earlier than the dates on which LPS otherwise would be required hereunder to have such information available) to enable FIS to prepare, print and release all FIS Public Filings on such dates as FIS will reasonably determine but in no event later than as required by applicable law. LPS will use its commercially reasonable efforts to cause LPS's auditors to consent to any reference to them as experts in any FIS Public Filings required under any law, rule or regulation. LPS will authorize its auditors to make available to FIS and its auditors both the personnel who performed, or are performing, the annual audit of LPS and work papers related to the annual audit of LPS, in all cases within a reasonable time prior to the opinion date of FIS's auditors, so that such auditors are able to perform the procedures they consider necessary within sufficient time to enable FIS to meet a reasonable timetable for the release of the related audited financial statements. If and to the extent requested by FIS, LPS will diligently and promptly review all drafts of such FIS Public Filings and prepare in a diligent and timely fashion any portion of such FIS Public Filing pertaining to LPS. Prior to any printing or public release of any FIS Public Filing, an appropriate executive officer of LPS will, if requested by FIS, certify on behalf of LPS that the information relating to LPS or any LPS Subsidiary or the Transferred Business in such FIS Public Filing is accurate, true, complete and correct in all material respects. Prior to the release or filing thereof, FIS will provide LPS with a draft of any portion of an FIS Public Filing containing information relating to LPS or any LPS Subsidiary and will give LPS an opportunity to review such information and comment thereon; provided that FIS will determine in its sole and absolute discretion the final form and content of all FIS Public Filings.

(c) *Access for LPS Public Filings*. Without limiting the generality of the provisions of Section 4.1(a), FIS agrees to cooperate fully, and cause FIS's auditors to cooperate fully, with LPS to the extent requested by LPS in the preparation of LPS's press releases, Quarterly Reports on Form 10-Q, Annual Reports to Shareholders, Annual Reports on Form 10-K, any Current Reports on Form 8-K and any other proxy, information and registration statements, reports, notices, prospectuses and any other filings made by LPS with the SEC, any national securities exchange or otherwise made publicly available (collectively, the "LPS Public Filings"). FIS agrees to provide to LPS all information that LPS reasonably requests in connection with any LPS Public Filings or that, in the judgment of LPS, is required to be disclosed or incorporated by reference therein under any law, rule or regulation. FIS will provide such information in a timely manner on the dates reasonably requested by LPS (which may be earlier than the dates on

which FIS otherwise would be required hereunder to have such information available) to enable LPS to prepare, print and release all LPS Public Filings on such dates as LPS will reasonably determine but in no event later than as required by applicable law. FIS will use its commercially reasonable efforts to cause FIS's auditors to consent to any reference to them as experts in any LPS Public Filings required under any law, rule or regulation. FIS will authorize its auditors to make available to LPS and its auditors both the personnel who performed, or are performing, the annual audit of FIS and work papers related to the annual audit of FIS, in all cases within a reasonable time prior to the opinion date of LPS's auditors, so that such auditors are able to perform the procedures they consider necessary within sufficient time to enable LPS to meet a reasonable timetable for the release of the related audited financial statements. If and to the extent requested by LPS, FIS will diligently and promptly review all drafts of such LPS Public Filings and prepare in a diligent and timely fashion any portion of such LPS Public Filing pertaining to FIS. Prior to any printing or public release of any LPS Public Filing, an appropriate executive officer of FIS will, if requested by LPS, certify on behalf of FIS that the information relating to FIS or any FIS Subsidiary in such LPS Public Filing is accurate, true, complete and correct in all material respects. Prior to the release or filing thereof, LPS will provide FIS with a draft of any portion of an LPS Public Filing containing information relating to FIS or any FIS Subsidiary and will give FIS an opportunity to review such information and comment thereon; provided that LPS will determine in its sole and absolute discretion the final form and content of all LPS Public Filings.

SECTION 4.2. Restrictions on Disclosure of Information.

(a) *Generally*. Without limiting any rights or obligations under any other existing or future agreement between the Parties and/or any other members of their respective Groups relating to confidentiality, until the third anniversary of the Distribution Date, each Party will, and each Party will cause its respective Group members and its Representatives to, hold in confidence, with at least the same degree of care that applies to FIS's confidential and proprietary information pursuant to its confidentiality policies in effect as of the Asset Contribution Date, all confidential and proprietary information concerning the other Group that is either in its possession as of the Distribution Date or furnished by the other Group or its respective Representatives at any time pursuant to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby. Notwithstanding the foregoing, each Party, its respective Group members and its Representatives may disclose such information to the extent that such Party can demonstrate that such information is or was (i) in the public domain other than by the breach of this Agreement or by breach of any other agreement between or among the Parties and/or any of their respective Group members relating to confidentiality, or (ii) lawfully acquired from a third Person on a non-confidential basis or independently developed by, or on behalf of, such Party by Persons who do not have access to any such information. Each Party will maintain, and will cause its respective Group members and Representatives to maintain, policies and procedures, and develop such further policies and procedures as will from time to time become necessary or appropriate, to ensure compliance with this Section 4.2.

(b) *Disclosure of Third Person Information*. Each Party acknowledges that it and other members of its Group may have in its or their possession confidential or proprietary information of third Persons that was received under a confidentiality or non-disclosure agreement between such third Person and the other Party. Each Party will, and will cause its respective Group members and its Representatives to, hold in strict confidence the confidential and proprietary information of third Persons to which any member of such Party's Group has access, in accordance with the terms of any agreements entered into between such third Person and the other Party or a member of the other Party's Group.

(c) *Legally Required Disclosure of Information*. If either Party or any of its respective Group members or Representatives becomes legally required to disclose any information (the "Disclosing Party") that it is otherwise obligated to hold in strict confidence pursuant to Sections 4.2(a) or 4.2(b), such Party will promptly notify the other Party (the "Owning Party") and will use all commercially reasonable efforts to cooperate with the Owning Party so that the Owning Party may seek a protective order or other appropriate remedy and/or waive compliance with this Section 4.2. All expenses reasonably incurred by the Disclosing Party in seeking a protective order or other remedy will be borne by the Owning Party. If such protective order or other remedy is not obtained, or if the Owning Party waives compliance with this Section 4.2, the Disclosing Party will (a) disclose only that portion of the information which its legal counsel advises it is compelled to disclose or otherwise stand liable for contempt or suffer other similar significant corporate censure or penalty, (b) use all commercially reasonable efforts to obtain reliable assurance requested by the Owning Party that confidential treatment will be accorded such information, and (c) promptly provide the Owning Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed.

SECTION 4.3. Record Retention. LPS will, and will cause each LPS Subsidiary to, adopt and comply with a record retention policy with respect to information owned by or in the possession of LPS or any LPS Subsidiary and which is created prior to the Asset Contribution Date. FIS will, and FIS will cause each of its Subsidiaries to, comply with the FIS record retention policy with respect to information owned by or in the possession of FIS or any FIS Subsidiary and which is created prior to the Asset Contribution Date. Each Party will, at its sole cost and expense, preserve and retain all information in its respective possession or control that the other Party has the right to access pursuant to Section 4.1, or that it is otherwise required to preserve and retain, for such period as is required in accordance with such record retention policy or for any longer period as may be required by (a) any Government Entity, (b) as a result of or otherwise relating to any litigation matter, (c) applicable law, or (d) any agreement relating hereto or executed in connection with the Agreement (as applicable, the "Retention Period"). If either Party wishes to dispose of any information which it is obligated to retain under this Section 4.3 prior to the expiration of the Retention Period, then that Party will first provide 45 days' written notice to the other Party, and the other Party will have the right, at its option and expense, upon prior written notice within such 45-day period, to take possession of such information within 90 days after the date of the notice provided by the disposing Party pursuant to this Section 4.3. Written notice of intent to dispose of such information will include

a description of the information in detail sufficient to allow the other Party to reasonably assess its potential need to retain such materials.

SECTION 4.4. Production of Witnesses. Each Party will use commercially reasonable efforts, and will cause each of its respective Subsidiaries to use commercially reasonable efforts, to make available to each other, upon written request, its past and present Representatives as witnesses to the extent that any such Representatives may reasonably be required in connection with any legal, administrative or other proceedings in which the requesting Party may from time to time be involved. Each Party providing access to witnesses or information to the other Party pursuant to this Section 4.4 will be entitled to receive from the receiving Party, upon the presentation of invoices therefor, payment for all reasonable, out-of-pocket costs and expenses (excluding allocated compensation and overhead expenses) as may be reasonably incurred in providing such witnesses or information.

SECTION 4.5. Other Agreements Regarding Access to Information. The rights and obligations of the Parties under this Article IV are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of information set forth in this Agreement or any Ancillary Agreement.

ARTICLE V
ADDITIONAL AGREEMENTS

SECTION 5.1. Performance. FIS will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the FIS Group. LPS will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the LPS Group. Each Party further agrees that it will cause its other Group members not to take any action or fail to take any action inconsistent with such Party's obligations under this Agreement or any Ancillary Agreement.

SECTION 5.2. Insurance Matters.

(a) *Interim Coverage from FNF for the period prior to November 9, 2006*. Until November 9, 2012, FIS shall use its reasonable best efforts to (i) cause FNF to maintain all policies of insurance in effect on the Distribution Date relating to directors and officers liability coverage for FIS, its Subsidiaries (including LPS and its Subsidiaries as of the Distribution Date) and their respective directors and officers for the period prior to November 9, 2006 (the "FNF Policy"), and (ii) if applicable, assist LPS and its Subsidiaries and their respective directors and officers in the making claims under the FNF Policy.

(b) *Interim Coverage for the period after November 9, 2006 and prior to the Distribution Date*. FIS agrees that:

(i) until June 30, 2014, it shall use its reasonable best efforts to (x) maintain all policies of insurance it has in effect on the Distribution Date relating to directors and officers liability coverage for FIS, its Subsidiaries (including LPS and its Subsidiaries as of the Distribution Date) and their respective directors and officers (including any director or officer of LPS or any subsidiary of LPS acting in his or her capacity as such) generally for the period commencing November 9, 2006 until the Distribution Date (the "D&O Tail Policy"), and (y) enable LPS and its Subsidiaries and, to the extent applicable, their respective directors and officers, to benefit from the coverage thereunder, and

(ii) until June 30, 2011, it shall use its reasonable best efforts to (x) maintain all policies of insurance it has in effect on the Distribution Date relating to fiduciary liability and employment practices liability coverage for FIS, its Subsidiaries (including LPS and its Subsidiaries as of the Distribution Date) and their respective directors and officers (including any director or officer of LPS or any subsidiary of LPS acting in his or her capacity as such) generally for the period commencing November 9, 2006 until the Distribution Date (the "Fiduciary and EP Tail Policy"; and together with the D&O Policy, collectively, the "FIS Policies"), and (ii) enable LPS and its Subsidiaries and, to the extent applicable, their respective directors and officers, to benefit from the coverage thereunder.

Until June 30, 2014 in the case of the FIS D&O Policy, and until June 30, 2011 in the case of the Fiduciary and EP Policy, FIS shall use its reasonable best efforts to cause the FIS Policies to (i) continue to provide coverage substantially the same as that provided under the policy as in effect on the Distribution Date (the "Existing Insurance"), (ii) be issued by an insurer that has a claims-paying rating at least equal to that of the issuer of the Existing Insurance, and (iii) be on terms and subject to conditions that are no less advantageous to LPS than the Existing Insurance to the extent commercially available. Prior to June 30, 2014 in the case of the FIS D&O Policy, and prior to June 30, 2011 in the case of the Fiduciary and EP Policy, FIS shall not (x) terminate or materially change the terms of such FIS Policy without LPS's prior written consent (which shall not be unreasonably withheld), or (y) take any action that would disadvantage the ability of LPS, its Subsidiaries or their respective directors and officers to recover under the FIS Policies, as compared to other persons who benefit from coverage including FIS's directors, officers and employees.

(c) *Payments and Reimbursements*.

(i) LPS will promptly pay or reimburse FIS for (i) LPS's pro rata shares of the amounts paid by FIS to FNF with respect to the coverage provided by the FNF Policy, allocated by FIS to LPS in accordance with FIS's customary allocation methodology (or such other method as shall be agreed by the Parties), and (ii) FIS's premiums and other costs and expenses associated with the coverage provided by the FIS Policies that are allocable by FIS to LPS and its Subsidiaries in accordance with FIS's customary allocation methodology (or such other

method as shall be agreed by the Parties). All payments and reimbursements by LPS pursuant to this Section 5.2 will be made promptly but in any event within 30 days after LPS's receipt of an invoice therefor from FIS.

(ii) If it appears possible that pending or potential claims by FIS or by its Subsidiaries, or their respective directors, officers or employees, or by any other person, would exceed the limits of the applicable FIS Policy, the Parties shall negotiate in good faith a fair allocation of such limits or other appropriate resolution, consistent with the customary allocation methodology utilized by FIS with respect to the premiums, costs and expenses (or such other method as shall be agreed by the Parties). Similarly, if it appears possible that one or more individual claims involving both of FIS and LPS, or their respective Subsidiaries, or their respective directors, officers or employees, would apply against a single deductible, the Parties shall negotiate in good faith a fair allocation of such deductible, consistent with the customary allocation methodology utilized by FIS with respect to the premiums, costs and expenses (or such other method as shall be agreed by the Parties).

(d) *Review of Policies*. LPS, its Subsidiaries and each of their directors and officers may review such policies upon request. FIS agrees to cooperate with and assist LPS in LPS' efforts to obtain directors', officers' and other insurance coverage after the termination of coverage under FIS's policies.

(e) *Historical Loss Data*. FIS will also provide LPS with access, upon written request, to historical insurance loss information relating to the Transferred Business and any other information relating to FIS's historic insurance program with respect to the Transferred Business. Any such information provided to LPS pursuant to this provision will also be subject to the provisions of Section 4.2.

SECTION 5.3. Reasonable Best Efforts. Upon the terms and subject to the conditions and other agreements set forth in this Agreement, each of the Parties agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

SECTION 5.4. Public Announcements. LPS and FIS shall consult with each other before issuing, and provide each other with the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law, court process or by obligations pursuant to any listing agreement with any national securities exchange (in which case the Party subject to such obligations shall advise the other Party of such requirement).

SECTION 5.5. Related Party Agreements.

(a) LPS and FIS shall, and shall cause their respective Subsidiaries (as applicable) to enter into the agreements listed on Schedule 5.5 (the "Related Party Agreements"), which shall be effective at or prior to the Spin-off.

(b) At or prior to the Spin-off, LPS and FIS shall enter into the Tax Disaffiliation Agreement and the Employee Matters Agreement.

SECTION 5.6. Intercompany Obligations. All outstanding principal and interest owing between FIS or any member of the FIS Group, on the one hand, and LPS or any member of the LPS Group, on the other hand, under any intercompany obligations as of the Distribution Date shall be repaid in accordance with Schedule 5.6.

SECTION 5.7. Tax Matters. As a condition to FIS's obligation to effect the Spin-off and Debt Exchange, FIS shall have received an opinion of its special tax adviser, Deloitte Tax LLP, in substance and form reasonably satisfactory to FIS, dated as of the Distribution Date, to the effect that, taking into account any private letter ruling the Internal Revenue Service issues FIS regarding the Asset Contribution in exchange for LPS Shares and LPS Notes and the assumption by LPS of the Assumed Liabilities, the Debt Exchange and the Spin-off that is in full force and effect as of the Distribution Date: (i) the Asset Contribution in exchange for LPS Shares and LPS Notes and the assumption by LPS of the Assumed Liabilities will qualify as a reorganization within the meaning of Section 368(a) of the Code (taking into account the Spin-off) in which no gain or loss is recognized either to FIS or to LPS; (ii) the Spin-off will qualify as a transaction in which no gain or loss is recognized either to FIS or to its stockholders in accordance with Section 355 and related provisions of the Code (including section 361(c) of the Code); and (iii) the Debt Exchange will qualify under section 361 of the Code as a transaction in which no gain or loss is recognized to FIS.

ARTICLE VI
TRANSITION LICENSE OF CERTAIN INTELLECTUAL PROPERTY

SECTION 6.1. Grant of Transition License for Use of Certain FIS Marks.

(a) *Grant of License*. Subject to the terms, conditions and limitations contained herein, FIS on its own behalf and on behalf of all of its Subsidiaries, hereby grants to LPS and its Subsidiaries a non-exclusive, worldwide, revocable, royalty-free license, to use, display and reproduce (i) the name "Fidelity National Information Services" and (ii) FIS's logos and service marks (collectively, the "FIS Marks"), effective until the first anniversary of the Distribution Date (such first anniversary date being the "Transition License Expiration Date") and otherwise terminable as provided in Section 6.5.

(b) *License Restrictions and Limitations*. The Parties acknowledge that the purpose of the license granted pursuant to this Section 6.1 is intended only to permit LPS's use of the FIS Marks during the transition period immediately after the

consummation of the Asset Contribution and the Spin-off, so that LPS can undertake an orderly changeover from use of the FIS Marks to use of marks, logos and other intellectual property owned by LPS (or by Persons other than FIS). As a result, until the Transition License Expiration Date, LPS's use of the FIS Marks is limited to incidental, non-substantive use, such as use by LPS of previously-available corporate materials, stationary, bags, umbrellas, shirts and other corporate memorabilia and paraphernalia bearing the "Fidelity National Information Services" name and/or its logos and service marks or the names, logos and service marks of members of the FIS Group. In no event shall (i) LPS create, reproduce or arrange for the creation or reproduction of any of the FIS Marks, or (ii) LPS use the FIS Marks in any advertising or marketing materials. LPS shall use its commercially reasonable efforts to terminate its use of the FIS Marks as soon as reasonably possible, provided that LPS shall not be obligated to expend monies to revise or reprint corporate incidentals that bear any of the FIS Marks, such as corporate shirts, coasters, bags, etc.

(c) *Quality Control*. (i) LPS and each sublicensee of an FIS Mark hereunder shall assure that the nature and quality of products and services that use any of the FIS Marks 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 FIS prior to the Asset Contribution Date. FIS may from time to time request, and LPS agrees to reasonably provide, samples of materials and other information regarding LPS's use of the FIS Marks, which samples shall be used only for the purpose of verifying LPS's compliance with quality control. The Parties shall mutually agree upon other guidelines for reasonable usage of the FIS Marks by LPS and LPS shall comply therewith. All goodwill arising from its use of the FIS Marks shall inure solely to the benefit of FIS, and neither before nor after the Transition License Expiration Date shall LPS or any sublicensee assert any claim to such goodwill. Additionally, LPS, for itself and for each of its sublicensees, agrees not to take any action that would be detrimental to the goodwill associated with the FIS Marks. If FIS shall give written notice to LPS of its 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 LPS's receipt of such notice, (i) the failure has not been cured or (ii) a reasonable plan of cure has not been presented by LPS to FIS, and LPS (or sublicensee) has not begun to implement such plan, then FIS may suspend all rights for use of the FIS Marks by LPS 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 six (6) months of notice of material failure, the license of the FIS Marks to such user shall terminate. If a license is so terminated, LPS may not issue a new sublicense for any FIS Mark to such sublicensee without prior written consent of FIS.

(d) *Sublicense Limitations*. The license granted by FIS to LPS pursuant to this Article VI is subject to the right of sublicense (without further consent from FIS) in accordance with the following limitations:

(i) Sublicenses may be granted hereunder by LPS solely to members of the LPS Group, effective upon written notice to FIS, which notice discloses the

name and address of the sublicensee, and effective only for so long as such sublicensee is a member of the LPS Group.

(ii) In the event that LPS sublicenses to a sublicensee, LPS agrees to impose on each of its sublicensees obligations to comply with the terms of this Article VI, including without limitation, obligations regarding confidentiality and shall not permit any sublicensee to grant further sublicenses without the prior written approval of FIS.

(iii) LPS (A) shall be and remain liable to FIS for each sublicensee and any breach of the terms of the applicable sublicense and the terms of this Article VI and (B) shall use its commercially reasonable best efforts to minimize any damage (current and prospective) done to FIS as a result of any such breach.

(e) *Inconsistency with Related Party Agreements*. In the event of a conflict or inconsistency between the terms of this Article VI and any other Related Party Agreement concerning or implicating the licensing of the FIS Marks, the terms of this Article VI will govern.

SECTION 6.2. Alterations and Variations. LPS shall not remove, obscure or materially vary (or permit its sublicensees to remove, obscure or materially vary) any of the FIS Marks.

SECTION 6.3. Ownership. For clarification purposes, all FIS Marks shall at all times be exclusively owned, as between the Parties, by FIS, and the entities within the LPS Group shall have no rights, title or interest therein, other than the rights set forth in this Article VI. Nothing contained herein shall preclude or limit FIS's ability to sell or otherwise encumber, or cause to sell or be encumbered, any of the FIS Marks, subject, however, to the license granted hereunder.

SECTION 6.4. Enforcement; Infringement. Each Party will notify the other Party promptly of any acts of infringement or unfair competition with respect to any of the FIS Marks of which a Party or any sublicensee of that Party becomes aware or obtains actual knowledge alleging in writing that the FIS Marks 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.

SECTION 6.5. Termination Prior to the Transition License Expiration Date.

(a) *Termination as a result of Disaffiliation.* In the event of a Change of Control of LPS, the license granted pursuant to Section 6.1 shall terminate, subject to the transition period described in Section 6.5(c). If a member of the LPS Group ceases to be a member of the LPS Group, then (x) all sublicenses from LPS to such member granted pursuant to LPS's rights under this Article VI shall terminate, subject to the transition period described in Section 6.5(c).

(b) *Termination for Insolvency*. In the event that:

(i) LPS or, if applicable, an LPS Subsidiary to which a sublicense hereunder has been granted, shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or

(ii) LPS or, if applicable, an LPS Subsidiary to which a sublicense hereunder has been granted, 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; or

(iii) a proceeding or case shall be commenced, without the application or consent of LPS or, if applicable, an LPS subsidiary to which a sublicense hereunder has been granted, in any court of competent jurisdiction, seeking (1) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts under the Bankruptcy Code, (2) 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 (3) 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

(iv) an order for relief against LPS 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 FIS may, by giving notice thereof to LPS, terminate the license granted under this Article VI, and such termination shall become effective as of the date specified in such termination notice; provided that where the conditions of this Section 6.5 are met only as to an LPS Subsidiary to which a sublicense hereunder has been granted, then FIS's rights of termination are limited only to such LPS Subsidiary.

(c) *Transition Upon Termination*. Upon any termination or expiration of any licenses or sublicenses for the FIS Marks granted under this Article VI, LPS shall, and shall cause its applicable sublicensees to, promptly cease all use of the applicable FIS Marks; provided that in the event of a Change of Control of LPS, then (i) LPS shall

promptly provide to FIS written notice of the Change of Control, and (ii) whether or not such notice is so provided by LPS, FIS may, by written notice to LPS, terminate all licenses and sublicenses of FIS Marks hereunder, with such termination to be effective at the end of a transition period of three (3) months from the date of such notice (but not later than the Transition License Expiration Date), and upon such termination, LPS shall have ceased and shall have caused its sublicensees to cease, all use of the applicable FIS Marks.

(d) *Abandonment*. If FIS or a transferee intends to abandon all use of all marks containing the word "Fidelity National Information Services", FIS or such transferee shall provide written notice to LPS of its intention to abandon such marks and LPS will have a right to make an offer for the assignment of such marks and FIS will negotiate in good faith, solely with LPS, 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, FIS or a transferee proposes to assign such marks, or any significant subset thereof, to a Person not affiliated with FIS or such transferee, LPS shall be extended a right of first refusal to acquire any transferable rights that FIS 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, LPS has not provided written notice to FIS of its agreement to exercise such right, FIS or a transferee may offer or assign such Marks to any other Person.

(e) *Transition License Survival*. The terms of Sections 3.2, 6.3, 6.5, 6.6, 7.5, and Article VIII shall survive expiration or termination of this Article VI or any licenses or sublicenses granted under this Article VI.

SECTION 6.6. Unauthorized Use. LPS shall and shall cause its sublicensees to: (1) notify FIS promptly of any unauthorized possession, use, or knowledge (collectively, "Unauthorized Access") of any of the FIS Marks by any Person which shall become known to LPS, (2) promptly furnish to FIS full details of the Unauthorized Access and use reasonable efforts to assist FIS in investigating or preventing the reoccurrence of any Unauthorized Access, (3) cooperate with FIS in any litigation and investigation against third parties deemed necessary by FIS to protect its proprietary rights, and (4) promptly take affirmative action to prevent a reoccurrence of any such Unauthorized Access.

ARTICLE VII
INDEMNIFICATION

SECTION 7.1. Indemnification by LPS. Without limiting the obligations of LPS under the Assumption Agreement, LPS will indemnify, defend and hold harmless FIS, each member of the FIS Group, each of their respective past, present and future Representatives, and each of their respective successors and assigns (collectively, the "FIS Indemnified Parties") from and against any and all Indemnifiable Losses incurred or suffered by the FIS Indemnified Parties arising or resulting from the following, whether, except as set forth below, such Indemnifiable Losses arise or accrue prior to, on or following the Asset Contribution Date:

(a) (i) the ownership or operation of the assets or properties, or the operations or conduct, of the Transferred Business or any other business of the LPS Group, whether arising before or after the Asset Contribution Date, including without limitation any liabilities arising out of or in connection with the employment agreements with any of the Transferred Employees and (ii) the liabilities described on Schedule 7.1(a);

(b) without limiting clause (a), any guarantee, indemnification obligation, surety bond or other credit support arrangement by FIS or any of its Affiliates for the benefit of LPS or any of LPS's Affiliates or for the benefit of the Transferred Business, subject to any limitations on liability in such agreement;

(c) any untrue statement of, or omission to state, a material fact in the FIS Public Filings to the extent it was as a result of information that LPS furnished to FIS, if such statement or omission was made or occurred after the Asset Contribution Date; and

(d) any untrue statement of, or omission to state, a material fact in any LPS Public Filing, except to the extent the statement was made or omitted in reliance upon information provided to LPS by FIS expressly for use in any such LPS Public Filing, or information relating to and provided by any underwriter expressly for use in any registration statement or prospectus.

SECTION 7.2. Indemnification by FIS. FIS will indemnify, defend and hold harmless each member of the LPS Group, each of their respective past, present and future Representatives, and each of their respective successors and assigns (collectively, the "LPS Indemnified Parties") from and against any and all Indemnifiable Losses incurred or suffered by the LPS Indemnified Parties arising or resulting from the following, whether, except as set forth below, such Indemnifiable Losses arise or accrue prior to, on or following the Asset Contribution Date:

(a) the ownership or operation of the assets or properties, or the operations or conduct, of FIS and all other members of the FIS Group (other than (i) the Transferred Business or any other business of the LPS Group and (ii) the liabilities described on Schedule 7.1(a)), whether arising before or after the Asset Contribution Date;

(b) any guarantee, indemnification obligation, surety bond or other credit support arrangement by LPS or any of LPS's Affiliates for the benefit of FIS or any of FIS's Affiliates (other than the Transferred Business), subject to any limitations on liability in such agreement;

(c) any untrue statement of, or omission to state, a material fact in the LPS Public Filings regarding the FIS Group to the extent it was as a result of information that FIS furnished to LPS or which LPS incorporated by reference from an FIS Public Filing; and

(d) any untrue statement of, or omission to state, a material fact in any FIS Public Filing, except to the extent the statement was made or omitted in reliance upon information provided to FIS by LPS expressly for use in any such FIS Public Filing.

SECTION 7.3. Claim Procedure.

(a) *Claim Notice*. A Party that seeks indemnity under this Article VII (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 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, 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 8.3.

(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) Business Days after the receipt of the notice referenced in Section 7.3(b)(ii), the Parties will begin the process of resolving the matter in accordance with the dispute resolution provisions of Section 8.3. Upon ultimate resolution thereof, the Parties will take such actions as are reasonably necessary to comply with such resolution.

(d) *Third Party Claims*.

(i) In the event that the Indemnified Party receives notice or otherwise learns of the assertion by a Person who is not a member of either Group of any claim or the commencement of any Action or Proceeding (collectively, a "Third-Party Claim") with respect to which the Indemnifying Party may be obligated to provide indemnification under this Article VII, the Indemnified Party will give written notification to the Indemnifying Party of the Third-Party Claim. Such notification will be given within five (5) Business 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 or obligation hereunder except to the extent of any Damages

caused by or arising out of such failure. Within twenty (20) Business 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; provided, however, that if the Indemnifying Party assumes control of such defense and the Indemnified Party concludes that the Indemnifying Party and the Indemnified Party have conflicting interests or different defenses available with respect to such Third-Party Claim, the reasonable fees and expenses of one separate counsel to all Indemnified Parties will be considered "Damages" for purposes of this Agreement. 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.

(iii) 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.

SECTION 7.4. Contribution.

(a) *Relative Fault*. If the indemnification provided for in this Article VII is unavailable to, or insufficient to hold harmless an Indemnified Party under Section 7.1(c), 7.1(d), 7.2(c) or 7.2(d) hereof in respect of any Indemnifiable Losses referred to therein, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such Indemnifiable Losses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the actions which resulted in Indemnifiable Losses as well as any other relevant equitable considerations. The relative fault of such

Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact related 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 such statement or omission.

(b) *Contribution Generally*. The Parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7.4 were determined by a pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 7.4(a). The amount paid or payable by an Indemnified Party as a result of the Indemnifiable Losses referred to in Section 7.4(a) shall be deemed to include, subject to the limitations set forth above, any legal or other fees or expenses reasonably incurred by such Indemnified Party in connection with investigating any claim or defending any Action or Proceeding. 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.

SECTION 7.5. Limitations.

(a) *Insurance Proceeds; Third Party Coverage*. The amount of any Damages for which indemnification is provided under this Agreement will be net of any amounts actually recovered by the Indemnified Party from any third Person (including, without limitation, amounts actually recovered under insurance policies) with respect to such Damages. Any Indemnifying Party hereunder will be subrogated to the rights of the Indemnified Party upon payment in full of the amount of the relevant indemnifiable Damages. An insurer who would otherwise be obligated to pay any claim will not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions hereof, have any subrogation rights with respect thereto. If any Indemnified Party recovers an amount from a third Person in respect of Damages for which indemnification is provided in this Agreement after the full amount of such indemnifiable Damages has been paid by an Indemnifying Party or after an Indemnifying Party has made a partial payment of such indemnifiable Damages and the amount received from the third Person exceeds the remaining unpaid balance of such indemnifiable Damages, then the Indemnified Party will promptly remit to the Indemnifying Party the excess (if any) of (X) the sum of the amount theretofore paid by such Indemnifying Party in respect of such indemnifiable Damages plus the amount received from the third Person in respect thereof, less (Y) the full amount of such indemnifiable Damages.

(b) *Other Agreements*. Notwithstanding anything to the contrary in Section 7.1 or Section 7.2, (i) indemnification with respect to Taxes and with respect to Adverse Consequences from the imposition of Taxes on FIS, LPS or the FIS stockholders with respect to the Transactions shall be governed exclusively by the Tax Disaffiliation Agreement, and (ii) to the extent the Employee Matters Agreement specifically provides indemnification with respect to certain employee-related Liabilities, the Employee Matters Agreement shall govern with respect to that indemnification. To the extent

indemnification is not provided in any Related Party Agreements, the terms of this Agreement shall govern.

(c) *Certain Damages Not Indemnified*. EXCEPT AS OTHERWISE PROVIDED IN SCHEDULE 7.1(a), NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY RELATED PARTY AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS GROUP MEMBERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS, LOST SAVINGS, OR LOSS OF BUSINESS, DATA, GOODWILL OR OTHERWISE SUFFERED BY AN INDEMNIFIED PARTY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER OR THEREUNDER, EXCEPT TO THE EXTENT AN INDEMNIFIED PARTY IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS TO A PERSON WHO IS NOT A MEMBER OF EITHER GROUP IN CONNECTION WITH A THIRD PARTY CLAIM.

(d) *Successors and Assigns*. In the event that LPS or any of its successors or assigns (i) consolidates or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision will be made so that the successors and assigns of LPS assume the obligations set forth in this Article VII. In the event that FIS or any of its successors or assigns (i) consolidates or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision will be made so that the successors and assigns of FIS assume the obligations set forth in this Article VII.

(e) *Payments Made on After-Tax Basis*. In calculating any Indemnifiable Losses, there shall be deducted any Tax benefit actually received by the applicable Indemnified Party or any Affiliate thereof as a result of such Indemnifiable Losses, which Tax benefit shall be calculated based on the actual combined federal and state Tax rate.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1. Governing Law. The laws of the State of Florida (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (including, for the avoidance of doubt, those claims or disputes referenced in Section 7.3(d)) and, unless expressly provided therein, each Ancillary Agreement, and each of the exhibits and schedules hereto and thereto (whether arising in contract, tort, equity or otherwise).

SECTION 8.2. Jurisdiction and Venue; Waiver of Jury Trial. Subject to Section 8.3, if any Dispute (as defined in Section 8.3) arises out of or in connection with this Agreement or any Ancillary Agreement or any of the transactions contemplated hereby, except as expressly contemplated by another provision of this Agreement or such Ancillary Agreement, the Parties irrevocably (and the Parties will cause each other member of their respective Group to irrevocably) (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Duval County, Florida (a "Jacksonville Court"), (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.

SECTION 8.3. Dispute Resolution.

(a) *Amicable Resolution*. FIS and LPS mutually desire that friendly collaboration will continue between them. Accordingly, they will try, and they will cause their respective Subsidiaries to try, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement or any Ancillary Agreements, including any amendments hereto or thereto. In furtherance thereof, in the event of any dispute or disagreement between FIS or any FIS Subsidiary, on the one hand, or LPS or any LPS Subsidiary, on the other hand, as to the interpretation of any provision of this Agreement (including, without limitation, any use of the FIS Marks) or any agreements related hereto or arising out of the transactions contemplated by this Agreement, or the performance of obligations hereunder or thereunder (each a "Dispute"), then unless otherwise expressly provided in such other agreement, upon written request of either Party, the matter will be referred for resolution to a steering committee established pursuant to this Section 8.3(a) (the "Steering Committee"). The Steering Committee will have two members, one of whom will be appointed by FIS and the other of whom will be appointed by LPS, and each of whom shall be a senior executive of the Party appointing the member. The Steering Committee will make a good faith effort to promptly resolve all Disputes referred to it. Steering Committee decisions will be unanimous and will be binding on FIS and LPS. If the Steering Committee does not agree to a resolution of a Dispute within fifteen (15) days after the reference of the matter to it, the Dispute will be referred to the Chief Executive Officers of FIS and LPS. If the Chief Executive Officers do not agree to a resolution of the Dispute within fifteen (15) days after the reference of the matter to them, then the Parties will be free to exercise the remedies available to them under applicable law, subject to Sections 8.3(b) and 8.3(c).

(b) *Mediation*. In the event any Dispute cannot be resolved in a friendly manner as set forth in Section 8.3(a), the Parties intend that such Dispute be resolved by mediation. If the Steering Committee and the Chief Executive Officers are unable to resolve the Dispute as contemplated by Section 8.3(a), either FIS or LPS may demand mediation of the Dispute by written notice to the other in which case the Parties will select a mediator within ten (10) days after the demand. Neither Party may unreasonably withhold consent to the selection of the mediator. Each of FIS and LPS 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 in a friendly manner as set forth in Section 8.3(a) or through mediation pursuant to Section 8.3(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 8.3(c). All Disputes submitted to arbitration pursuant to this Section 8.3(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties 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. The arbitration shall be by a single qualified arbitrator ("Arbitrator") experienced in the matters at issue, such Arbitrator to be mutually agreed upon by FIS and LPS. If the parties 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 or difference, appoint the Arbitrator. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the Arbitrator (or any place agreed to by the Parties and 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. The Parties agree that the length of time to be provided in any arbitration action to conduct discovery shall be limited to ninety (90) days, the length of time to conduct the arbitration hearing shall be limited to ten (10) days (with each Party having equal time) and that the Arbitrator shall be required to render his or her decision within thirty (30) days of the completion of the arbitration hearing. All costs and expenses incurred by the Arbitrator shall be shared equally by the Parties. Each Party shall bear its own costs and expenses in connection with any such arbitration proceeding. 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*.

(i) FIS and LPS acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement by LPS or FIS, misuse of the FIS Marks by LPS. Accordingly, nothing in this Section 8.3 will prevent either FIS or LPS from seeking injunctive or similar relief in the event (A) any delay resulting from efforts to mediate such Dispute could result in serious and irreparable injury to FIS or LPS, or any of their respective Subsidiaries, (B) of any actual or threatened breach of any provisions of this Agreement or (C) that the Dispute relates to, or involves a claim of, actual or threatened infringement of any of the FIS Marks. All actions for such injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with this Agreement. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement.

(ii) Nothing in this Section 8.3 will prevent either FIS or LPS from immediately seeking injunctive or interim relief in the event of any actual or threatened breach of any confidentiality provisions of this Agreement. If an arbitral tribunal has not been appointed with respect to any Dispute at the time of such actual or threatened breach, then either Party may seek such injunctive or interim relief from any court with jurisdiction over the matter. If an arbitral tribunal has been appointed with respect to any Dispute at the time of such actual or threatened breach, then the Parties agree to submit to the jurisdiction of the state and federal courts of Duval County, Florida, pursuant to Section 8.2, with respect to such matter.

(iii) Notwithstanding the provisions of this Section 8.3(d), FIS hereby agrees that until the second anniversary of the Distribution Date, FIS will not commence any action in any court of law or equity in any jurisdiction against LPS or any member of the LPS Group for improper incidental use of the FIS Marks; provided, however, that this shall not preclude FIS from commencing legal action (the form and substance of which shall be in the sole discretion of FIS) in the event that LPS or any sublicense of LPS uses any FIS Mark in any advertising, marketing or other material commercial manner.

(e) *Commencement of Dispute Resolution Procedure*. Notwithstanding anything to the contrary in this Agreement or any agreements related hereto or arising out of the transactions contemplated by this Agreement, FIS and LPS are the only parties entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to Section 7.3, this Section 8.3 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 8.3(e).

SECTION 8.4. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if (i) delivered personally, (ii) sent by a nationally-recognized overnight courier (providing proof of delivery) or (iii) sent by facsimile or electronic transmission (including email), provided that receipt of such facsimile or electronic transmission is immediately confirmed by telephone, in each case to the Parties at the following addresses, facsimile numbers or email address (or as shall be specified by like notice):

(a) if to FIS, to

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Phone: (904) 854-3453
Fax: (904) 357-1005
Attention: General Counsel
email: ron.cook@fnis.com

(b) if to LPS, to

Lender Processing Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Phone: (904) 854-8547
Fax: (904) 357-1036
Attention: General Counsel
email: todd.johnson@lpsvcs.com

Any notice, request or other communication given as provided above shall be deemed given to the receiving Party (i) upon actual receipt, if delivered personally; (ii) on the next Business Day after deposit with an overnight courier, if sent by a nationally-recognized overnight courier; or (iii) upon confirmation of successful transmission if sent by facsimile or email (provided that if given by facsimile or email, such notice, request or other communication shall be followed up within one Business Day by dispatch pursuant to one of the other methods described herein).

SECTION 8.5. Binding Effect and Assignment. This Agreement and each Ancillary Agreement is binding upon and enforceable by the Parties and their respective successors and assigns. This Agreement is for the sole benefit of the Parties hereto (and their respective successors and assigns) and their respective Group members and, except for the indemnification rights of the FIS Indemnified Parties and the LPS Indemnified Parties under this Agreement, nothing in this Agreement, express or implied, is intended or shall be construed to confer any legal or equitable rights, remedies or claims in favor of any Person (including any employee or stockholder of FIS or LPS), other than the Parties signing this Agreement and their respective Group members. Notwithstanding anything herein to the contrary, neither Party may assign any of its rights or delegate any of its obligations under this Agreement (including without limitation the licenses set forth in Articles VI or VII) or any Ancillary Agreement in whole or in part without the written consent of the other Party which consent may be withheld in such Party's sole and absolute discretion, and any assignment or attempted assignment in violation of the foregoing will be null and void. Notwithstanding the preceding sentence and subject to the requirements of Section 7.5(d), either Party may assign this Agreement and any Ancillary Agreement in connection with a merger transaction in which such Party is not the surviving entity or the sale or other transfer of all or substantially all of its assets.

SECTION 8.6. Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement or any Ancillary Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

SECTION 8.7. Entire Agreement. This Agreement constitutes the entire final agreement between the Parties, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

In the event of any conflict between any provision in this Agreement and any provision in any Ancillary Agreement pertaining to the subject matter of such Ancillary Agreement, the specific provisions in such Ancillary Agreement will control over the provisions in this Agreement.

SECTION 8.8. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

SECTION 8.9. Expenses. LPS shall be responsible for all costs (including third party costs) incurred in connection with the Debt Exchange and the issuance, syndication and placement of indebtedness of LPS under one or more credit facilities or bond or indenture facilities. Other than as contemplated by the preceding sentence and except as otherwise set forth herein or in any Ancillary Agreement, FIS shall be responsible for all costs (including third party costs) incurred in connection with this Agreement.

SECTION 8.10. Amendment. The Parties may amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

SECTION 8.11. Waiver. The Parties may waive a provision of this Agreement only by a writing signed by the Party intended to be bound by the waiver. A Party is not prevented from enforcing any right, remedy or condition in the Party's favor because of any course of dealing or failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the Party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a Party's rights and remedies in this Agreement is 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 by the other Party of any provision in this Agreement, and a Party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

SECTION 8.12. Construction of Agreement.

(a) The captions, titles and headings, and table of contents, included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. 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. When a reference is made in this Agreement to an Article or a Section, exhibit or schedule, such reference will be to an Article or Section of, or an exhibit or schedule to, this Agreement unless otherwise indicated.

(b) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any Party under any rule of construction, and no Party shall be

considered the draftsman. The Parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by both Parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of both Parties hereto.

SECTION 8.13. Transition License General Terms.

(a) *Relationship of the Parties*. It is expressly understood and agreed that FIS and LPS are not partners or joint venturers, and nothing contained herein, including without limitation Article VI, is intended to create an agency relationship or a partnership or joint venture with respect to rights granted herein. With respect to Article VI, 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. As between the Parties, each Party shall be responsible for payment of compensation to its employees and 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.

(b) *Title 11*. The license to the FIS Marks granted pursuant to Article VI is, 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. The Parties agree that the licensee of any rights under Article VI shall retain and may fully exercise all of its applicable rights and elections under Title 11.

(c) *UN Convention Disclaimed*. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the provisions of Article VI.

(d) *Effectiveness*. Notwithstanding the date hereof, the licenses granted by Article VI shall become effective as of the date and time that the Distribution occurs.

SECTION 8.14. Termination. This Agreement may be terminated only by mutual consent of both FIS and LPS.

[signature page follows]

IN WITNESS WHEREOF, FIS and LPS have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

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

LENDER PROCESSING SERVICES, INC.

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

Exhibit A
to the Contribution and Distribution Agreement

Form of LPS Term A Notes

[No documentation was prepared per agreement between the parties since the indebtedness was not represented by promissory notes and was immediately exchanged for a like amount of FIS's existing Tranche B Term Loans issued under the FIS 2007 Credit Agreement pursuant to the Debt Exchange.]

Exhibit B
to the Contribution and Distribution Agreement

Form of LPS Term B Notes

[No documentation was prepared per agreement between the parties since the indebtedness was not represented by promissory notes and was immediately exchanged for a like amount of FIS's existing Tranche B Term Loans issued under the FIS 2007 Credit Agreement pursuant to the Debt Exchange.]

Exhibit C
to the Contribution and Distribution Agreement

Form of LPS Bond Indebtedness

[FACE OF NOTE]

Lender Processing Services, Inc.

8.125% Senior Note Due 2016

[CUSIP] [CINS] _____

No. $_____

Lender Processing Services, Inc., a Delaware corporation (the "**Company**", which term includes any successor under the Indenture hereinafter referred to), for value received, promises to pay to _____, or its registered assigns, the principal sum of _____DOLLARS ($_____) or such other amount as indicated on the Schedule of Exchange of Notes attached hereto on July 1, 2016.

Interest Rate: 8.125% per annum.

Interest Payment Dates: January 1 and July 1, commencing January 1, 2009.

Regular Record Dates: June 15 and December 15.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officers.

Date:

Lender Processing Services, Inc.

By: _____
Name:
Title:

(Form of Trustee's Certificate of Authentication)

This is one of the 8.125% Senior Notes Due 2016 described in the Indenture referred to in this Note.

U.S. Bank National Association
Corporate Trust Services
as Trustee

By: _____
Authorized Signatory

[REVERSE SIDE OF NOTE]

Lender Processing Services, Inc.

8.125% Senior Note Due 2016

1. *Principal and Interest.*

The Company promises to pay the principal of this Note on July 1, 2016.

The Company promises to pay interest on the principal amount of this Note on each interest payment date, as set forth on the face of this Note, at the rate of 8.125% per annum (subject to adjustment as provided below).

Interest will be payable semiannually (to the holders of record of the Notes at the close of business on the June 15 or December 15 immediately preceding the interest payment date) on each interest payment date, commencing January 1, 2009.

The Holder of this Note is entitled to the benefits of the Registration Rights Agreement, dated July 2, 2008, between the Company and the Initial Purchasers named therein (the "**Registration Rights Agreement**"). In the event that the Exchange Offer is not completed (or, if required, the Shelf Registration Statement (as defined in the Registration Rights Agreement) is not declared effective) on or before the date that is the 210th day after the Issue Date (the "**Effectiveness Deadline**"), the interest rate on this Note will increase by a rate of 0.25% per annum (which rate will be increased by an additional 0.25% per annum for each subsequent 90-day period that such additional interest continues to accrue, provide that the rate at which such additional interest accrues may in no event exceed 1.0% per annum) until the Exchange Offer is completed or the Shelf Registration Statement is declared effective by the SEC.

Interest on this Note will accrue from the most recent date to which interest has been paid on this Note or the Note surrendered in exchange for this Note (or, if there is no existing default in the payment of interest and if this Note is authenticated between a regular record date and the next interest payment date, from such interest payment date) or, if no interest has been paid, from the Issue Date. Interest will be computed in the basis of a 360-day year of twelve 30-day months.

The Company will pay interest on overdue principal, premium, if any, and interest at a rate per annum that is 1% in excess of 8.125%. Interest not paid when due and any interest on principal, premium or interest not paid when due will be paid to the Persons that are Holders on a special record date, which will be the 15th day preceding the date fixed by the Company for the payment of such interest, whether or not such day is a Business Day. At least 15 days before a

special record date, the Company will send to each Holder and to the Trustee a notice that sets forth the special record date, the payment date and the amount of interest to be paid.

2. *Indentures; Note Guaranty.*

This is one of the Notes issued under an Indenture dated as of July 2, 2008 (as amended from time to time, the "**Indenture**"), among the Company, the Guarantors party thereto and U.S. Bank National Association, Corporate Trust Services, as Trustee. Capitalized terms used herein are used as defined in the Indenture unless otherwise indicated. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture will control.

The Notes are general unsecured obligations of the Company. The Indenture limits the original aggregate principal amount of the Notes to $375,000,000, but Additional Notes may be issued pursuant to the Indenture, and the originally issued Notes and all such Additional Notes vote together for all purposes as a single class. This Note is guarantied, as set forth in Article 10 of the Indenture.

3. *Redemption and Repurchase; Discharge Prior to Redemption or Maturity.*

This Note is subject to optional redemption, and may be the subject of an Offer to Purchase, as further described in the Indenture. There is no sinking fund or mandatory redemption applicable to this Note.

If the Company deposits with the Trustee money or U.S. Government Obligations sufficient to pay the then outstanding principal of, premium, if any, and accrued interest on the Notes to redemption or maturity, the Company may in certain circumstances be discharged from the Indenture and the Notes or may be discharged from certain of its obligations under certain provisions of the Indenture.

4. *Registered Form; Denominations; Transfer; Exchange.*

The Notes are in registered form without coupons in denominations of $2,000 principal amount and any multiple of $1,000 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Trustee may require a Holder to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Pursuant to the Indenture, there are certain periods during which

the Trustee will not be required to issue, register the transfer of or exchange any Note or certain portions of a Note.

5. *Defaults and Remedies.*

If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Notes may declare all the Notes to be due and payable. If a bankruptcy or insolvency default with respect to the Company occurs and is continuing, the Notes automatically become due and payable. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of a majority in principal amount of the Notes then outstanding may direct the Trustee in its exercise of remedies.

6. *Amendment and Waiver.*

Subject to certain exceptions, the Indenture and the Notes may be amended, or default may be waived, with the consent of the Holders of a majority in principal amount of the outstanding Notes. Without notice to or the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency if such amendment or supplement does not adversely affect the interests of the Holders in any material respect.

7. *Authentication.*

This Note is not valid until the Trustee (or Authenticating Agent) signs the certificate of authentication on the other side of this Note.

8. *Governing Law.*

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

9. *Abbreviations.*

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

The Company will furnish a copy of the Indenture to any Holder upon written request and without charge.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED the undersigned registered holder hereby sell(s), assign(s) and transfer(s) unto

Insert Taxpayer Identification No.

Please print or typewrite name and address including zip code of assignee

---

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

---

attorney to transfer said Note on the books of the Company with full power of substitution in the premises.

[THE FOLLOWING PROVISION TO BE INCLUDED ON ALL CERTIFICATES BEARING A RESTRICTED LEGEND]

In connection with any transfer of this Note occurring prior to _____, the undersigned confirms that such transfer is made without utilizing any general solicitation or general advertising and further as follows:

Check One

o (1) This Note is being transferred to a "qualified institutional buyer" in compliance with Rule 144A under the Securities Act of 1933, as amended and certification in the form of Exhibit F to the Indenture is being furnished herewith.

o (2) This Note is being transferred to a Non-U.S. Person in compliance with the exemption from registration under the Securities Act of 1933, as amended, provided by Regulation S thereunder, and certification in the form of Exhibit E to the Indenture is being furnished herewith.

or

o (3) This Note is being transferred other than in accordance with (1) or (2) above and documents are being furnished which comply with the conditions of transfer set forth in this Note and the Indenture.

If none of the foregoing boxes is checked, the Trustee is not obligated to register this Note in the name of any Person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in the Indenture have been satisfied.

Date: _____

_____

Seller

By _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within-mentioned instrument in every particular, without alteration or any change whatsoever.

x

Signature Guarantee:[5] _____

By _____
To be executed by an executive officer

5 Signatures must be guaranteed by an "**eligible guarantor institution**" meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "**signature guarantee program**" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you wish to have all of this Note purchased by the Company pursuant to Section 4.12 or Section 4.13 of the Indenture, check the box: 9

If you wish to have a portion of this Note purchased by the Company pursuant to Section 4.12 or Section 4.13 of the Indenture, state the amount (in original principal amount) below:

$_____.

Date:_____

Your Signature:_____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee:[1]_____

[1] Signatures must be guaranteed by an "**eligible guarantor institution**" meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "**signature guarantee program**" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES[1]

The following exchanges of a part of this Global Note for Physical Notes or a part of another Global Note have been made:

Date of Exchange	Amount of decrease in principal amount of this Global Note	Amount of increase in principal amount of this Global Note	Principal amount of this Global Note following such decrease (or increase)	Signature of authorized officer of Trustee

1 For Global Notes

Exhibit D
to the Contribution and Distribution Agreement

Form of Assignment and Bill of Sale

This Assignment and Bill of Sale (this "Assignment") is entered into as of June 13, 2008, by and between **Fidelity National Information Services, Inc.**, a Georgia corporation ("Assignor"), and **Lender Processing Services, Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have executed and delivered a Contribution and Distribution Agreement dated as of June 13, 2008 (the "Distribution Agreement"); and

WHEREAS, in accordance with the Distribution Agreement, Assignor has agreed, among other things, to transfer to Assignee all right, title and interest of Assignor in and to all of the Other Assets (all capitalized terms appearing in this Assignment not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Distribution Agreement); and

WHEREAS, the parties wish to enter into this Assignment in order to effectuate the transfer and assignment by Assignor of the Other Assets;

NOW, THEREFORE, in consideration of the obligations under the Distribution Agreement and the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Transfer and Assignment. Assignor, pursuant to the Distribution Agreement, hereby conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to each of the Other Assets.

2. No Conflict With Distribution Agreement. This Assignment is an instrument of transfer contemplated by, is executed pursuant to, and is subject to the terms, conditions, representations, warranties and covenants set forth in the Distribution Agreement. Nothing contained in this Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions (including the representations and warranties) of the Distribution Agreement or any rights or obligations of the parties under the Distribution Agreement and, to the extent of any conflict between the Distribution Agreement and this Assignment, the terms and provisions of the Distribution Agreement shall prevail.

3. No Assumption. Nothing express or implied in this Assignment shall be

deemed to be an assumption by Assignee of any obligations or liabilities of Assignor, other than the obligations and liabilities relating directly to, or arising directly out of or in connection with the Other Assets.

4. Further Assurances. The parties hereby agree that each of them shall take such action, and execute and deliver all such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquittances, certificates of title, deeds and other documents, as may be necessary or appropriate to sell, transfer, assign and convey to and vest in Assignee title to the Other Assets. In furtherance of the foregoing, the parties hereby agree that if any properties, contracts, or other assets are contemplated to be transferred, assigned or otherwise conveyed to Assignee pursuant to the Asset Contribution contemplated by the Distribution Agreement, but such properties, contracts or assets cannot be so transferred, assigned or conveyed hereunder for any reason (including without limitation the failure to timely obtain a required third party or governmental consent or approval), then the rights and economic benefits of such properties, contracts or assets shall accrue or otherwise be credited to Assignee until such time as the applicable properties, contracts or assets can be properly and fully transferred, assigned or conveyed by Assignor to Assignee.

5. Binding Agreement; No Third Party Rights. This Assignment and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns. Nothing is this Assignment, expressed or implied, is intended to confer on any person other than Assignee and its successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

6. Governing Law; Waiver of Jury Trial. This Assignment shall be construed and interpreted according to the laws of the State of Florida. EACH OF THE PARTIES HERETO WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. Entire Agreement. This Assignment, together with the Distribution Agreement, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between the parties with respect thereto.

8. Counterparts. This Assignment may be executed in counterparts (including by facsimile transmission), each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date first above written.

***ASSIGNOR*:**

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: _____
Lee A. Kennedy
President and Chief Executive Officer

***ASSIGNEE*:**

LENDER PROCESSING SERVICES, INC.

By: _____
Jeffrey S. Carbiener
President and Chief Executive Officer

Exhibit E
to the Contribution and Distribution Agreement

Form of Assumption Agreement

ASSUMPTION AGREEMENT is entered into effective as of June 13, 2008 (this "Agreement"), by **Lender Processing Services, Inc**., a Delaware corporation ("LPS"), in favor of **Fidelity National Information Services, Inc**., a Georgia corporation ("FIS" and, together with LPS, the "Parties").

W I T N E S S E T H:

WHEREAS, the Parties have entered into a Contribution and Distribution Agreement, dated as of June 13, 2008 (the "Distribution Agreement"), pursuant to which, among other things, LPS has agreed to assume certain liabilities of FIS; and

WHEREAS, capitalized terms used herein without definition shall have the respective meanings set forth in the Distribution Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assumption of Liabilities. Pursuant to the Distribution Agreement, LPS hereby assumes and agrees to pay, honor and discharge when due all of the Assumed Liabilities in accordance with their respective terms and subject to all of FIS's associated rights, claims and defenses. In furtherance of the foregoing, the parties hereby agree that if any of the liabilities contemplated to be assumed by Assignee pursuant to the Distribution Agreement cannot be so assumed hereunder for any reason (including without limitation the failure to timely obtain a required third party or governmental consent or approval), then the financial responsibility for such liabilities shall accrue or otherwise be debited to Assignee until such time as the applicable liabilities can be properly and fully assumed by Assignee.

2. Third Parties. The assumption by LPS of the liabilities of FIS herein provided is not intended by the Parties to expand the rights and remedies of any third party against LPS in respect of such liabilities as compared to the rights and remedies which such third party would have had against FIS in respect of such liabilities had the Parties not consummated the transactions contemplated by the Distribution Agreement. Nothing contained herein shall, or shall be construed to, prejudice the right of LPS to contest any claim or demand with respect to any obligation, liability or commitment assumed hereunder and LPS shall have all rights which FIS may have or have had to defend or contest any such claim or demand.

3. LPS's Rights. FIS hereby irrevocably constitutes and appoints LPS (and each of LPS's successors and permitted assigns) its true and lawful attorney-in-fact and agent, with full power of substitution, in its name or otherwise, to pay, discharge, adjust, settle or compromise any Assumed Liabilities, to prosecute or defend any action or claim in connection therewith, and, if applicable, to submit to arbitration any controversy relating thereto; provided that without

FIS's consent, LPS shall not agree to any settlement of an Assumed Liability unless (i) such settlement does not impose any obligation on FIS other than the payment of money (which LPS shall pay as agreed herein), and (ii) if such settlement relates to a pending or threatened Action or Proceeding, such settlement includes a release of FIS from further liability in connection with the Assumed Liabilities being settled.

4. Subject to the Distribution Agreement. The scope, nature and extent of the Assumed Liabilities are expressly set forth in the Distribution Agreement. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Distribution Agreement with respect thereto in any manner whatsoever.

5. Successors and Assigns. This Agreement shall be binding on, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

6. Entire Agreement; Third-Party Beneficiaries. This Agreement and the other agreements referred to herein constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable rights, remedies or claims.

7. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

10. Amendment. The parties may amend this Agreement only by a written agreement signed by each party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assumption Agreement as of the date first above written.

LENDER PROCESSING SERVICES, INC.

By: _____

Jeffrey S. Carbiener
President and Chief Executive Officer

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: _____

Lee A. Kennedy
President and Chief Executive Officer

Schedule I
to the Contribution and Distribution Agreement

Subject Companies

A.S.A.P. Legal Publication Services, Inc. (100%)
APTitude Solutions, Inc. (100%)
Arizona Sales and Posting, Inc. (100%)
Chase Vehicle Exchange, Inc. (100%)
DOCX, LLC (100%)
Espiel, Inc. (100%)
Fidelity National Agency Sales and Posting (100%)
Fidelity National Loan Portfolio Services, Inc. (100%)
Fidelity National Loan Portfolio Solutions, LLC (100%)
Financial Systems Integrators, Inc. (100%)
FIS Asset Management Solutions, Inc. (100%)
FIS Capital Markets, LLC (100%)
FIS Data Services, Inc. (100%)
FIS Field Services, Inc. (100%)
FIS Flood Services, LP (100%)
FIS Foreclosure Solutions Inc. (100%)
FIS Tax Services, Inc. (100%)
FIS Valuation Solutions, LLC (100%)
FNIS Flood Group, LLC (100%)
FNIS Flood of California, LLC (100%)
FNIS Intellectual Property Holdings, Inc. (100%)
FNIS Services, Inc. (100%)
FNRES Holdings, Inc. (39%)
- DPN, LLC (39% through the 100% ownership by FNRES Holdings, Inc.)
- Fidelity National Real Estate Solutions, LLC (39% through the 100% ownership by FNRES Holdings, Inc.)
- FNRES Insurance Services, LLC (39% through the 100% ownership by FNRES Holdings, Inc.)
- FNRES License Holdings, Inc. (39% through the 100% ownership by FNRES Holdings, Inc.)
- Go Apply LLC (39% through the 100% ownership by FNRES Holdings, Inc.)
- Go Holdings, Inc. (39% through the 100% ownership by FNRES Holdings, Inc.)

Geotrac, Inc. (100%)
Indiana Residential Nominee Services, LLC (100%)
I-Net Reinsurance, Ltd. (100%)
Investment Property Exchange Services, Inc. (100%)
Lender’s Service Title Agency, Inc. (100%)
LPS IP Holding Company, LLC (100%)
LPS Management, LLC (100%)
LRT Record Services, Inc. (100%)
LSI Alabama, LLC (100%)
LSI Appraisal, LLC (100%)
LSI Maryland, Inc. (100%)

LSI Title Agency Inc. (100%)
LSI Title Company (100%)
LSI Title Company of Oregon, LLC (100%)
LSI Title Insurance Agency of Utah, Inc. (100%)
Maine Residential Nominee Services, LLC (100%)
Massachusetts Residential Nominee Services, LLC (100%)
McDash Analytics LLC (100%)
National Residential Nominee Services, Inc. (100%)
National Safe Harbor Exchanges (100%)
National Title Insurance of New York, Inc. (100%)
New Invoice, LLC (100%)
One Point City, LLC (100%)
Real EC Data Exchange, LLC (100%)
RealEC Technologies, Inc. (56%)
Real Info, LLC (50%)
Residential Lending Services, Inc. (100%)
Softpro, LLC (100%)
Strategic Property Investments, Inc. (100%)
Vermont Residential Nominee Services, LLC (100%)

Schedule 2.2(a)
to the Contribution and Distribution Agreement

Transferred Employee Employment Agreements

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

Schedule 5.5
to the Contribution and Distribution Agreement

Related Party Agreements

Agreements with FIS

- Tax Disaffiliation Agreement dated as of the Distribution Date between FIS and LPS
- Employee Matters Agreement dated as of the Asset Contribution Date between FIS and LPS
- FIS Corporate and Transitional Services Agreement dated as of the Distribution Date between FIS and LPS
- FIS Reverse Corporate and Transitional Services Agreement dated as of the Distribution Date between LPS and FIS
- FIS Master Accounting and Billing Agreement dated as of the Distribution Date between FIS and LPS
- Aircraft Interchange Agreement dated as of the Distribution Date among FNF, FIS and LPS
- Lease Agreement dated as of the Asset Contribution Date between LPS, as landlord, and FIS, as tenant
- Various Interchange Subscriber Agreements dated various dates between 2002 and 2008 between various subsidiaries of FIS and LPS [existing agreements that are being assigned from FIS to LPS]
- Master Services Agreement dated as of the Distribution Date between LPS and Fidelity Information Services, Inc. (Arkansas) with respect to services from Fidelity Information Services India Private Limited and eFunds International (India) Private Limited
- Various Assignments, Assumption Agreements and Acknowledgements regarding existing agreements between members of the FNF Group and the LPS Group

Agreements with FNF

- FNF Corporate Services Agreement dated as of the Distribution Date between FNF and LPS
- FNF Master Accounting and Billing Agreement dated as of the Distribution Date between FNF and LPS

- Master Information Technology and Application Development Services Agreement dated as of the Distribution Date between LPS and FNF
- Aircraft Interchange Agreement dated as of the Distribution Date among FNF, FIS and LPS (same agreement with FIS — see above)
- Property Management Agreement dated as of the Distribution Date between FNF, as property owner, and LPS, as property manager
- Lease Agreement dated as of the Asset Contribution Date between LPS, as landlord, and FNF, as tenant
- Sublease Agreement dated as of the Asset Contribution Date between FNF, as sublessor, and LPS, as sublessee
- Amended and Restated OTS Gold Software License Agreement dated as of February 1, 2006 between Rocky Mountain Support Services, Inc., a subsidiary of FNF, and FIS Tax Service, Inc., a subsidiary of LPS [existing agreement — no new agreement to be executed or delivered]
- Amended and Restated SIMON Software License Agreement dated as of February 1, 2006 between Rocky Mountain Support Services, Inc., a subsidiary of FNF, and FIS Tax Service, Inc., a subsidiary of LPS [existing agreement — no new agreement to be executed or delivered]
- Amended and Restated TEAM Software License Agreement dated as of February 1, 2006 between Rocky Mountain Support Services, Inc., a subsidiary of FNF, and FIS Tax Service, Inc., a subsidiary of LPS [existing agreement — no new agreement to be executed or delivered]
- SoftPro Software License Agreement dated as of June 1, 2006 between FNF and SoftPro LLC [existing agreement that is being assigned from FIS to LPS]
- Amended and Restated Starters Repository Access Agreement dated as of February 1, 2006 between FNF and LPS [existing agreement that is being assigned from FIS to LPS]
- Amended and Restated Back Plant Repository Access Agreement dated as of February 1, 2006 between FNF and LPS [existing agreement that is being assigned from FIS to LPS]
- Amended and Restated eLender Services Agreement effective as of March 5, 2005 among LPS, LSI Title Company, FNF, and Rocky Mountain Support Services, Inc., as assigned by Fidelity National Information Services, LLC to LPS and amended pursuant to the Assignment, Assumption and Amendment dated as of the Contribution Agreement among Fidelity National Information Services, LLC, LSI Title Company, FNF and Rocky Mountain Support Services, Inc., and LPS [existing agreement that is being assigned and amended]

- Various Issuing Agency Agreements, dated various dates during 2004 — 2006, between Chicago Title Insurance Company, a subsidiary of FNF, and various LSI subsidiaries of LPS [existing agreements — no new agreements to be executed or delivered]
- Various Issuing Agency Agreements, dated various dates during 2004 — 2006, between Fidelity National Title Insurance Company, a subsidiary of FNF, and various LSI subsidiaries of LPS [existing agreements — no new agreements to be executed or delivered]
- Various Tax Service Agreements, dated various dates from 2002 to 2006, between FIS Tax Services, Inc., a subsidiary of LPS, and various title insurance subsidiaries of FNF [existing agreements — no new agreements to be executed or delivered]
- Flood Zone Determination Agreement dated as of December 28, 2004 between FNIS Flood Group, LLC, a subsidiary of LPS, and Ticor Title Insurance Company, a subsidiary of FNF [existing agreement — no new agreement to be executed or delivered]
- Flood Zone Determination Agreement dated September 1, 2006, between FNIS Flood Services, L.P., through its LSI Flood Services division, a subsidiary of LPS, and Fidelity National Insurance Services, a subsidiary of FNF [existing agreement — no new agreement to be executed or delivered]
- National Master Services Agreement dated as of November 1, 2006 between Property Insight LLC, a subsidiary of FNF, and LSI Title Insurance Company, a subsidiary of LPS [existing agreement — no new agreement to be executed or delivered]
- Title Production Services Agreement dated as of June 5, 2007 between Property Insight LLC, a subsidiary of FNF, and Fidelity National Default Solutions, Inc., a subsidiary of LPS [existing agreement — no new agreement to be executed or delivered]
- Special Services Agreements dated various dates in 2007 between Property Insight LLC, a subsidiary of FNF, and various LSI subsidiaries of LPS [existing agreements — no new agreements to be executed or delivered]
- Interchange Subscriber Agreements dated various dated between 2002 and 2008 between various subsidiaries of FNF and LPS [existing agreements that are being assigned from FIS to LPS]

Agreements to be Terminated

- Lease Agreement dated as of October 23, 2006 between FIS, as landlord, and FNF, as tenant
- Telecommunications Services Agreement dated as of October 23, 2006 between FIS, as service provider, and FNF, as service recipient

- Property Management Services Agreement dated as of October 23, 2006 between FNF, as property owner, and FIS, as property manager
- Amended and Restated Reverse Corporate Services Agreement dated as of October 23, 2006 between FIS, as service provider, and FNF, as service recipient
- Cost Sharing Agreement dated as of October 23, 2006 between FNF and FIS regarding aircraft costs

Other Relevant Agreements to be Executed by the One or Both Parties in connection with the Spin-off that are not Related Party Agreements

- Amended and Restated Corporate Services Agreement dated as of October 23, 2006 between FNF and FIS
- Amended and Restated Master Accounting and Billing Agreement dated as of the Distribution Date between FNF and FIS
- Master Information Technology Services Agreement dated as of the Distribution Date between FIS and FNF
- Amended and Restated Sublease Agreement dated as of the Asset Contribution Date between FNF, as sublessor, and FIS, as sublessee
- Flightworks Aviation Management Agreement dated as of the Distribution Date between LPS, as aircraft lessor, and Flightworks Incorporated, as aviation manager

Schedule 5.6
Repayment of Intercompany Obligations

[to come]

Schedule 7.1(a)
to the Contribution and Distribution Agreement

Liabilities Requiring Indemnification

[This Schedule has been omitted in its entirety and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.]

Exhibit 10.2

TAX DISAFFILIATION AGREEMENT

THIS TAX DISAFFILIATION AGREEMENT (this "Agreement"), dated as of July 2, 2008 is by and among Fidelity National Information Services, Inc. ("FIS"), a Georgia corporation and Lender Processing Services, Inc., a Delaware corporation and wholly owned subsidiary of FIS ("LPS").

WHEREAS, FIS is the common parent of the affiliated group of corporations within the meaning of section 1504(a) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, as set forth in the Contribution and Distribution Agreement dated as of June 13, 2008 by and between LPS and FIS (the "Distribution Agreement"), FIS will transfer to LPS certain assets and liabilities in exchange for shares of LPS and LPS Securities (the "Contribution");

WHEREAS, FIS will distribute all of the shares of LPS common stock it holds on the date of the execution and delivery of the Distribution Agreement (the "Distribution Date") in a transaction (the "Distribution") that FIS and LPS intend to qualify as a tax-free reorganization and distribution pursuant to sections 368(a)(1)(D) and 355 of the Code;

WHEREAS, FIS will exchange LPS Securities for outstanding term loan indebtedness of FIS held by certain financial institutions in an exchange FIS intends to be tax-free to it pursuant to section 361(c) of the Code (the "Debt Exchange"); and

WHEREAS, in connection with the Distribution the parties hereto desire to enter into this Agreement, setting forth their agreement with respect to certain Tax matters from and after the Distribution Date.

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:

SECTION 1. DEFINITIONS.

1.1 In General. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Acquisition" means any acquisition of FIS stock or LPS stock, as applicable (including without limitation a stock redemption) or issuance of FIS stock or LPS stock, as applicable, excluding (a) the issuance of stock by LPS in connection with the Contribution; (b) the distribution of LPS stock in the Distribution; and (c) any acquisition of stock that qualifies under sections 1.355-7(d)(7), (8), or (9) of the Treasury Regulations or any successor thereto.

"Adverse Consequences" means damages, penalties, fines, costs, expenses (including professional fees and expenses), amounts paid in settlement, liabilities, obligations, liens, and losses, including any such amounts arising out of or related to claims asserted against LPS or FIS by any shareholder participating in the Distribution; provided that Adverse Consequences shall not include any indirect, special, consequential, or punitive damages.

"After-Tax Basis" means that, for purposes of determining the amount of the Indemnified Liability, the amount of any Tax, Tax Loss, or Adverse Consequences shall be determined net of any Tax Benefit derived by the Indemnitee as the result of sustaining such Tax, Tax Loss, and Adverse Consequences and increased by the amount of any Tax Detriment incurred by the Indemnitee as the result of its receipt, or right to receive, such indemnification payment, so that the Indemnitee is put in the same net after-Tax economic position as if it had not incurred such Tax, Tax Loss, or Adverse Consequences.

"Affiliated Company" means any and every corporation that has a common parent that holds directly or indirectly 80% or more of the voting power and value of such corporation within the meaning of section 1504(a) of the Code.

"Agreement" has the meaning set forth in the Preamble hereto.

"Arbitrator" has the meaning set forth in Section 8.5(c) of this Agreement.

"Audit" includes any audit, assessment of Taxes or other examination by any Tax Authority, proceeding, or appeal of such a proceeding relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

"Business Day" means any day, other than a Saturday or Sunday, or a day on which banking institutions are authorized or required by law or regulation to close in Jacksonville, Florida, or New York, New York.

"Code" has the meaning set forth in the Recitals to this Agreement.

"Combined Group" means a group of two or more members that file a Combined Return.

"Combined Return" means any Tax Return with respect to Combined State/Local Tax filed on a consolidated, combined, unitary or other similar basis.

"Combined State/Local Tax" means the state or local Tax liability determined on a consolidated, combined or unitary basis.

"Consolidated Federal Tax" means the Federal Income Tax liability of a Consolidated Group determined on a consolidated basis.

"Consolidated Group" means a group of one or more Affiliated Companies that files a Consolidated Return.

"Consolidated Item" has the meaning set forth in Paragraph 1(b)(i) of Schedule I.

"Consolidated Return" means any Tax Return with respect to Federal Income Taxes filed on a consolidated basis pursuant to section 1501 of the Code.

"Contest" means any Audit or claim for refund involving any Taxes with respect to a Pre-Distribution Period.

"Contribution" has the meaning set forth in the Recitals to this Agreement.

"Controlling Party" has the meaning set forth in Section 6.2(d) of this Agreement.

"Credit" has the meaning set forth in Paragraph 3 of Schedule I.

"Debt Exchange" has the meaning set forth in the Recitals to this Agreement.

"Dispute" has the meaning set forth in Section 8.5(a) of this Agreement.

"Dissolving Companies" means the companies listed in Schedule III to this Agreement.

"Distribution" has the meaning set forth in the Recitals to this Agreement.

"Distribution Agreement" has the meaning set forth in the Recitals to this Agreement.

"Distribution Date" has the meaning set forth in the Recitals to this Agreement.

"Federal Income Tax" means any Tax imposed under Subtitle A of the Code (including the Taxes imposed by sections 11, 55, and 1201(a) of the Code), and any interest, addition to Tax, or penalties applicable or related thereto, and any other income-based U.S. federal tax which is hereinafter imposed upon corporations.

"Filing Group" means either (a) the FIS Group, if the Filing Party is a member of the FIS Group, or (b) the LPS Group, if the Filing Party is a member of the LPS Group.

"Filing Party" means, (a) with respect to any Consolidated Return or Combined Return, the party that is required to file such a Tax Return under Section 2.2 of this Agreement, and (b) with respect to any Separate Return, the party that is required to file such Tax Return under applicable law.

"Final Determination" means with respect to any issue (a) a decision, judgment, decree or other order by the United States Tax Court or any other court of competent jurisdiction that has become final and unappealable, (b) a closing agreement under section 7121 of the Code or a comparable provision of any state, local, or foreign Tax law that is binding against the Service or any other Taxing Authority, (c) any other final settlement with the Service or other Tax Authority, or (d) the expiration of an applicable statute of limitations.

"FIS" has the meaning set forth in the Preamble to this Agreement.

"FIS Combined Returns" means any Combined Return with respect to which FIS or any member of the FIS Group is the common Parent of the Combined Group.

"FIS Consolidated Return" means any Consolidated Return with respect to which FIS is the common parent of the Consolidated Group.

"FIS Group" means FIS and any Affiliated Company of which FIS is the common parent corporation and any corporation which may be, or may become, a member of such group from time to time, other than any corporation that is a member of the LPS Group.

"FIS Returns" means all FIS Consolidated Returns, all FIS Combined Returns, and any Separate Return required to be filed by any member of the FIS Group.

"Hypothetical Tax" has the meaning set forth in Paragraph 1 of Schedule I.

"Indemnified Liability" means any liability which is imposed upon or incurred by an Indemnitee against which such Indemnitee is indemnified and held harmless under this Agreement.

"Indemnifying Party" means any person that is required to indemnify and hold harmless any Indemnitee under this Agreement.

"Indemnitee" means person that incurs a liability that is subject to indemnification under this Agreement.

"LPS" has the meaning set forth in the Preamble to this Agreement.

"LPS Capital Transactions" has the meaning set forth in Section 5.2(c) of this Agreement.

"LPS Capital Transactions Process" has the meaning set forth in Section 5.2(c) of this Agreement.

"LPS Combined Returns" means any Combined Return with respect to which LPS or any member of the LPS Group is the common parent of the Combined Group.

"LPS Group" means LPS and any Affiliated Company of which LPS is the common parent corporation and any corporation which may be, or may become, a member of such group from time to time.

"LPS Return" means any Tax Return that is an LPS Combined Return or any Separate Return that is required to be filed by any member of the LPS Group.

"LPS Securities" means the LPS securities received by FIS in the Contribution.

"Merged Companies" means the companies listed in Schedule IV to this Agreement.

"Non-Controlling Party" has the meaning set forth in Section 6.2(d)(i) of this Agreement.

"Non-Filing Group" means either (a) the LPS Group, if the Filing Party is a member of the FIS Group, or (b) the FIS Group, if the Filing Party is a member of the LPS Group.

"Non-Filing Party" means either (a) LPS, if the Filing Party is a member of the FIS Group, or (b) FIS, if the Filing Party is a member of the LPS Group.

"NTI-NY" means National Title Insurance of New York, Inc., a New York insurance company.

"Opinion Documents" means the Tax Opinion and representation letters referred to therein.

"Other Tax Group" means either the FIS Group if the LPS Group is the Tax Group or the LPS Group if the FIS Group is the Tax Group.

"Post-Distribution Period" means any Taxable Period beginning after the Distribution Date and, in the case of any Taxable Period that begins before and ends after the Distribution Date, that part of the Taxable Period that begins at the beginning of the day after the Distribution Date.

"Pre-Distribution Period" means any Taxable Period that ends on or before the Distribution Date and, in the case of any Taxable Period that begins before and ends after the Distribution Date, that part of the Taxable Period through the close of the Distribution Date.

"Preliminary Transactions" means the transactions described in Schedule II to this Agreement.

"Private Letter Ruling" means the private letter ruling issued by the Service to FIS that addresses, *inter alia*, the tax consequences of the Contribution, Distribution, and Debt Exchange.

"Referee" has the meaning set forth in Section 8.5(c) of this Agreement.

"Ruling Documents" means the Private Letter Ruling, plus all of the materials submitted to the Service in connection with obtaining such ruling.

"Section 355 Tax Treatment" has the meaning set forth in Section 5.1(a) of this Agreement.

"Separate Return" means any Tax Return other than a Consolidated Return or a Combined Return.

"Separate Tax" means any Tax incurred by an entity that is not a Federal Income Tax required to be shown on a Consolidated Return and is not a Combined State/Local Tax required to be shown on a Combined Return.

"Service" means the Internal Revenue Service.

"Steering Committee" has the meaning set forth in Section 8.5(a) of this Agreement.

"Tax" means any net income, gross income, gross receipts, alternative or add-on minimum, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, transfer, recording, severance, stamp, occupation, premium, property, environmental, estimated, custom duty, or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest and any penalty, addition to Tax or additional amount imposed by a Tax Authority.

"Tax Authority" means any governmental authority or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection, or imposition of any Tax (including the Service).

"Tax Benefit" means a decrease in the Tax liability of a taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for any Taxable Period. Except as otherwise provided in this Agreement, a Tax Benefit shall be deemed to have been realized or received from a Tax Item in a Taxable Period only if and to the extent that the Tax liability of the taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for such period, after taking into account the effect of the Tax Item on the Tax liability of such taxpayer (or of the consolidated, combined, or unitary group of which it is a member) in the current period and all prior periods, is less than it would have been if such Tax liability were determined on a consistent basis without regard to such Tax Item, taking into account the principles of Schedule I.

"Tax Detriment" means an increase in the Tax liability of a taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for any Taxable Period. Except as otherwise provided in this Agreement, a Tax Detriment shall be deemed to have been realized or received from a Tax Item in a Taxable Period only if and to the extent that the Tax liability of the taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for such period, after taking into account the effect of the Tax Item on the Tax liability of such taxpayer (or of the consolidated, combined, or unitary group of which it is a member) in the current period and all prior periods, is more than it would have been if such Tax liability were determined on a consistent basis without regard to such Tax Item, taking into account the principles of Schedule I.

"Tax Group" means either the FIS Group or the LPS Group, as the context dictates.

"Tax Group Parent" means either FIS, if the FIS Group is the Tax Group, or LPS, if the LPS Group is the Tax Group.

"Tax Item" means any item of income, gain, loss, deduction or credit, or other attribute that may have the effect of increasing or decreasing any Tax.

"Tax Losses" means all fees and costs (including reasonable outside professional fees and costs incurred in connection with a Contest) that directly result from, or relate to, Taxes.

"Tax Opinion" means the tax opinion that Deloitte Tax LLP will deliver pursuant to Section 5.7 of the Distribution Agreement.

"Tax Return" means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, amended Tax return, claim for refund or declaration of estimated Tax) supplied to, or filed with, a Tax Authority in connection with the determination, assessment, or collection of any Tax or the administration of any laws, regulations, or administrative requirements relating to any Tax, including where permitted or required any Tax return filed on a consolidated, combined, unitary or other similar basis.

"Tax Settlement" shall have the meaning set forth in Section 6.4(b) of this Agreement.

"Tax Sharing Agreement" means any tax sharing agreements, arrangements, policies or guidelines, formal or informal, express or implied, which may exist between the members of an affiliated group.

"Taxable Period" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or any other applicable Tax laws.

"Transactions" means the Contribution, Distribution, Debt Exchange, and Preliminary Transactions.

"Treasury Regulations" means the final and temporary Tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of successor regulations).

SECTION 2. TAX RETURNS, TAX SHARING PAYMENTS AND GENERAL TAX ADMINISTRATIVE MATTERS.

2.1 Agent for the LPS Group.

(a) LPS (on behalf of itself and each member of the LPS Group) hereby authorizes and designates FIS and such other FIS Group member as may be appropriate as its agent for the purpose of taking any and all actions necessary or incidental to the filing of any FIS Return and, except as otherwise provided herein, for the purpose of making payments to, or collecting refunds from, any Tax Authority in respect of a FIS Return.

(b) FIS (on behalf of itself and each member of the FIS Group) hereby authorizes and designates LPS and such other LPS Group member as may be appropriate as its agent for the purpose of taking any and all actions necessary or incidental to the filing of any LPS Return and, except as otherwise provided herein, for the purpose of making payments to, or collecting refunds from, any Tax Authority in respect of a LPS Return.

2.2 Filing of Returns.

(a) FIS shall prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be timely filed) all FIS Returns required to be filed prior to the Distribution Date and LPS Returns required to be filed prior to the Distribution Date.

(b) FIS shall prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be timely filed) all FIS Returns that are required to be filed after the Distribution Date.

(c) LPS shall prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be timely filed) all LPS Returns required to be filed after the Distribution Date.

(d) At least 45 days before the due date (including extensions) of any Consolidated Return or any Filing Party Combined Return that includes any Non-Filing Group

company and from time to time as reasonably requested thereafter, the Non-Filing Party shall provide to the Filing Party all information relating to the Non-Filing Group necessary to prepare the Tax Returns described in this Section 2.2. Such information will be prepared in a manner consistent with past practices at the expense of the Non-Filing Party. At least 2 weeks prior to filing, such Consolidated Return or Filing Party Combined Return shall be provided to the Non-Filing Party for review and approval, which approval shall not be unreasonably withheld. If the Non-Filing Party proposes an adjustment to any Non-Filing Party item on any Consolidated Return or Filing Party Combined Return, and the Filing Party declines to accept such proposal, then the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement; provided, however, that if such dispute is not settled prior to the filing date of such return, then the return may be filed without taking the Non-Filing Party's proposal into account but the amount payable pursuant to this Agreement pending the determination under Section 8.5 will be determined as if such proposal was accepted; provided further, that if it is ultimately concluded that the Filing Party was reasonable in rejecting such proposal, the Non-Filing Party shall promptly pay with interest, as provided in Section 4.3, all amounts not yet paid that would have been required to be paid had the amounts required to be paid been calculated without taking such proposal into account.

(e) Any disagreements with regard to any matters covered by this Section 2.2 shall be resolved in accordance with Section 8.5 of this Agreement.

2.3 Amended Returns.

(a) The Filing Party shall not file (or cause to be filed), without the prior written consent of the Non-Filing Party (which consent shall not be unreasonably withheld), any amended Consolidated Return or amended Combined Return which includes any member of the Non-Filing Group if such return would result in a Tax Detriment to any member of the Non-Filing Group for any Taxable Period. The consent of the Non-Filing Party shall not be required if the Filing Party reimburses the Non-Filing Party for any such Tax Detriment. In the event of disagreement over whether consent is required or is being unreasonably withheld, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.

(b) The Filing Party, upon receipt of a written request by the Non-Filing Party, shall file an amended Consolidated Return or amended Combined Return which includes any member of the Non-Filing Group if such return would result in a Tax Benefit to any member of the Non-Filing Group for any Taxable Period; provided, however, that if such amended Consolidated Return or such amended Combined Return results in a Tax Detriment to any member of the Filing Group, it shall be filed only upon the written consent of the Filing Party (which consent shall not be unreasonably withheld) unless the Non-Filing Party agrees to reimburse the Filing Group for any such Tax Detriment. In the event of disagreement over whether consent is required or is being unreasonably withheld, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.

2.4 Payment of Taxes.

(a) LPS shall pay (or cause to be paid) to the appropriate Tax Authority all Taxes, if any, for Tax Returns which it is required to file (or caused to be filed) pursuant to 2.2(c) of this Agreement.

(b) FIS shall pay (or cause to be paid) to the appropriate Tax Authority all Taxes, if any, for Tax Returns which it is required to file (or caused to be filed) pursuant to Section 2.2 (a) and (b) of this Agreement.

(c) In no event shall LPS's obligations to pay, or cause to be paid, Taxes in accordance with Section 2.4(a) of this Agreement relieve FIS from any of the obligations imposed on it under Sections 4 and 5 of this Agreement to indemnify or provide reimbursement for Taxes paid after the Distribution Date.

(d) In no event shall FIS's obligations to pay, or cause to be paid, Taxes in accordance with Section 2.4(b) of this Agreement relieve LPS from any of the obligations imposed on it under Sections 4 and 5 of this Agreement to indemnify or provide reimbursement for Taxes paid after the Distribution Date.

2.5 Treatment of Prior Tax Sharing Agreements.

(a) Except as otherwise provided in this Agreement, any Tax Sharing Agreements that may exist between any LPS Group company, on the one hand, and the FIS Group or any FIS Group company, on the other hand, shall terminate, and any obligations under any such agreements or arrangements shall be cancelled, as of the Distribution Date, without any payment by any party thereto.

(b) Notwithstanding any other provision in this Agreement, the Tax Sharing Agreement between FIS and NTI-NY shall remain in effect, with respect to any period of time during the tax year in which termination occurs, for which the income of the NTY-NY must be included in the FIS Consolidated Return. LPS will take all steps, as quickly as is reasonably possible, to ratify the Tax Sharing Agreement between LPS and NTI-NY, to make all required regulatory filings, and to obtain all necessary approvals.

2.6 Tax Return Treatment to Reflect Private Letter Ruling and Tax Opinion.

All Tax Returns filed pursuant to this Section 2 after the Distribution Date shall be prepared on a basis consistent with the rulings obtained from the Service in the Private Letter Ruling and the Tax Opinion (in the absence of a relevant change in law or circumstances).

SECTION 3. ALLOCATION OF CERTAIN TAX ITEMS.

3.1 Carryforwards and Carrybacks.

(a) The Filing Party shall notify the Non-Filing Party of any consolidated or combined carryover item which may be partially or totally attributed to and carried over by any member of the Non-Filing Group and will notify the Non-Filing Party of subsequent adjustments which may affect such carryover item.

(b) Notwithstanding any other provision of this Agreement, the Non-Filing Party shall not be required to make any election under section 172(b)(3) of the Code, or any similar provision of any state or local Tax law, to relinquish any right to carryback net operating losses. Upon a request by the Non-Filing Party, the Filing Party shall be required to include on an amended Consolidated Return or Combined Return that includes any member of the Non-Filing Group any net operating losses of any such member of the Non-Filing Group arising in a Post-Distribution Period to the extent allowed under the Tax Law; and the Non-Filing Party shall be entitled to any payment with respect to such carryforward or carryback; provided, however, that if the Filing Party incurs a Tax Detriment related to the inclusion of such net operating losses on the Consolidated Return or Combined Return, the Non-Filing Party shall indemnify the Filing Party for the amount of such Tax Detriment.

3.2 Refunds.

Any refund of Taxes resulting from an adjustment made to a Tax Return that includes one or more LPS Group companies on the one hand, and FIS Group companies on the other, shall be allocated in a manner such that a party responsible for indemnification of a Tax liability for a particular Taxable Period pursuant to either Section 4 or Section 5 of this Agreement will be entitled to any refunds with respect to such Tax for such Taxable Period, except as provided in Section 3.1.

SECTION 4. GENERAL TAX INDEMNIFICATION PROVISIONS

4.1 General Indemnification.

(a) After the Distribution Date, FIS shall indemnify and hold harmless, on an After-Tax Basis, LPS and each other member of the LPS Group against any and all Taxes (i) with respect to any FIS Return, except to the extent that any member of the LPS Group or any income, profits or gains of any of the Dissolving Companies or any of the Merged Companies caused an increase in the Tax liability on the Tax Return; (ii) with respect to any LPS Return, to the extent that any member of the FIS Group caused an increase in the Tax liability on the Tax Return; and (iii) with respect to any FIS Group company for which any LPS Group company may be liable under section 1.1502-6 of the Treasury Regulations, or any successor provision thereto, or any provision of state or local law comparable thereto.

(b) After the Distribution Date, LPS will indemnify and hold harmless on an After-Tax Basis FIS and each other member of the FIS Group against any and all Taxes (i) with respect to any LPS Return, except to the extent that any member of the FIS Group caused an increase in the Tax liability on the Tax Return; (ii) with respect to any FIS Return, to the extent that any member of the LPS Group or any income, profits and gains of any of the Dissolving Companies or any of the Merged Companies caused an increase in the Tax liability on the Tax Return; and (iii) with respect to any LPS Group company for which any FIS Group company may be liable under section 1.1502-6 of the Treasury Regulations, or any successor provision thereto, or any provision of state or local law comparable thereto.

(c) If a party is entitled to indemnification for Taxes under this Section 4.1, such party shall also be entitled to indemnification for any Tax Losses incurred in connection with any such Taxes.

(d) To the extent of any inconsistency in the indemnification for Taxes provided by this Section 4.1 and the indemnification for Taxes arising out of the Transactions provided by Section 5 of this Agreement, the provisions of Section 5 of this Agreement shall control. For the avoidance of doubt, if the FIS Group or the LPS Group incurs a Tax which is subject to indemnification under more than one section of this Agreement, the Indemnitee shall only be entitled to recover the amount of such Tax once so as to avoid duplicate recoveries of any such amounts.

4.2 Allocation and Attribution of Taxes.

(a) In the case of Taxes arising in a Taxable Period that includes, but does not end on, the Distribution Date, the allocation of Taxes between the Pre-Distribution Period and the Post-Distribution Period shall be governed by Paragraph 5 of Schedule I.

(b) The determination of whether a company caused an increase in the Tax liability of a Consolidated Return or Combined Return shall be governed by Schedule I.

4.3 Indemnity Payments.

(a) Except as otherwise provided under this Agreement, to the extent that any party has an indemnification or payment obligation to another party pursuant to this Agreement, the Indemnitee shall provide the Indemnifying Party with its calculation of the amount of such obligation. Such calculation shall provide the Indemnifying Party sufficient detail to permit the Indemnifying Party to reasonably understand the calculations and the existence and correct amount of the Indemnified Liability. All indemnification payments shall be made to such Indemnitee within thirty (30) days after delivery by the Indemnitee to the

Indemnifying Party of written notice of a payment, or, if such Indemnified Liability is contested pursuant to Section 6.2 of this Agreement, within thirty (30) days of the incurrence of such an amount based on a Final Determination, together with a computation of the amounts due. Any disputes with respect to indemnification payments shall be resolved in accordance with Section 8.5 of this Agreement. In the event of such dispute, any payment of an Indemnified Liability shall be made within thirty (30) days of the date of the resolution of such dispute under Section 8.5 of this Agreement.

(b) Any payment required under this Agreement in an amount in excess of one million dollars ($1,000,000) shall be made by electronic funds transfer of immediately available funds.

(c) Notwithstanding any other provision of this Agreement, no payment of an Indemnified Liability shall be required under this Section 4 to the extent it is duplicative of any payment made pursuant to any other provision of this Agreement and any such payment shall be made as required by such other provision.

4.4 Interest.

Payments pursuant to this Agreement that are not made within the period prescribed shall bear interest for the period from and including the date immediately following the last date of the prescribed period through and including the date of payment at a per annum rate equal to the rate provided under section 6621(c) of the Code. Such interest will be payable at the same time as the payment to which it relates and will be calculated on the basis of a year of 365 days and the actual number of days for which due.

SECTION 5. TRANSACTION TAX TREATMENT AND INDEMNIFICATION PROVISIONS

5.1 Representations, Covenants, and Agreements.

(a) The parties expressly agree for all purposes to treat the Distribution as a tax-free distribution under section 355 and related sections of the Code, including section 361(c) of the Code ("Section 355 Tax Treatment").

(b) Each of FIS and LPS expressly agrees (i) to comply (and to cause each of its Affiliated Companies to comply) with the representations set forth in the Ruling Documents and the Opinion Documents to the extent that the representations made therein are descriptive of such party, (ii) not to take (and to cause each of its Affiliated Companies not to take) any action within its control that would cause the Section 355 Tax Treatment not to apply (except where such action is required by law), and (iii) to take (and to cause each of its Affiliated Companies to take) any and all actions reasonably available to such party (or Affiliated Company), and to cooperate with the other parties, to support and defend the Section 355 Tax Treatment.

(c) FIS (on behalf of itself and all other members of the FIS Group) hereby represents and warrants that it has reviewed the information and representations made in the Ruling Documents and the Opinion Documents, and to its knowledge, all of such information and representations are true, correct, and complete in all material respects to the extent descriptive of or otherwise relating to FIS or any member of the FIS Group.

(d) LPS (on behalf of itself and all other members of the LPS Group) hereby represents and warrants that it has reviewed the information and representations made in the Ruling Documents and the Opinion Documents, and to its knowledge, all of such information and representations are true, correct, and complete in all material respects to the extent descriptive of or otherwise relating to LPS or any member of the LPS Group.

5.2 Special Restrictions.

(a) LPS shall not take any action within its control, and shall cause all other members of the LPS Group to refrain from taking any action within their control, which would result in a direct or indirect Acquisition (taking into account the stock aggregation and attribution rules of section 355(e)) by one or more persons in the two-year period following the Distribution Date.

(b) LPS (on behalf of itself and all other members of the LPS Group) hereby confirms and agrees that (i) neither LPS nor any other member of the LPS Group will, directly or indirectly, pre-pay, pay down, redeem, retire, or otherwise acquire, however effected, any of the LPS Securities prior to its stated maturity, other than through scheduled amortization payments and any mandatory prepayment amount made in accordance with the terms of the LPS Securities; and (ii) neither LPS nor any member of the LPS Group will take or permit to be taken any action at any time, including, without limitation, any modification to the terms of any of the LPS Securities, that could jeopardize, directly or indirectly, the qualification, in whole or in part, of any of the LPS Securities as "securities" within the meaning of section 361(c) of the Code.

(c) The transactions described in Subsections (a) and (b) of Section 5.2 shall be referred to a "LPS Capital Transactions." The restrictions on LPS Capital Transactions shall not apply if the LPS Capital Transaction Process is satisfied. As used herein, the "LPS Capital Transaction Process" shall be satisfied if all the following requirements are satisfied:

i. LPS notifies FIS of the proposed LPS Capital Transaction;

ii. LPS obtains either (a) an opinion of a nationally recognized law firm or accounting firm to the effect that such LPS Capital Transaction would not cause the Transactions to be taxable, in whole or in part, or (b) the written consent of FIS's General Counsel or senior tax officer; and

iii. LPS provides a copy of the opinion or consent described in Section 5.2(c)(ii) of this Agreement to FIS.

5.3 Indemnification for Transaction Taxes and Adverse Consequences

(a) Notwithstanding whether any action is permitted or consented to hereunder and notwithstanding anything else to the contrary contained herein, LPS shall indemnify and hold harmless FIS from and against, and will reimburse FIS for all Taxes and Adverse Consequences arising out of, based upon or relating or attributable to (i) any breach of or inaccuracy in any representation, covenant or obligation of any member of the LPS Group under Section 5.1 or 5.2 of this Agreement or (ii) the Transactions to the extent such Taxes or Adverse Consequences arise as a result of any action taken by LPS or any member of the LPS Group (other than the repayment of the LPS Securities prior to the stated maturity in accordance with the terms of the LPS Securities) following the Distribution and, in the case of Adverse Consequences, arise as a result of the imposition of Taxes on FIS, LPS or the FIS stockholders. For the avoidance of doubt, LPS shall not be relieved of its obligations under this Section 5.3(a) merely because it has satisfied the LPS Capital Transactions Process.

(b) Notwithstanding whether any action is permitted or consented to hereunder and notwithstanding anything else to the contrary contained herein, FIS shall indemnify and hold harmless LPS, on an After-Tax Basis, from and against, and will reimburse LPS for all Taxes and Adverse Consequences arising out of, based upon or relating or attributable to (i) any breach of or inaccuracy in any representation, covenant or obligation of any member of the FIS Group under Section 5.1 or 5.2 of this Agreement or (ii) the Transactions to the extent such Taxes or Adverse Consequences arise as a result of any action taken by FIS or any member of the FIS Group following the Distribution and, in the case of Adverse Consequences, arise as a result of the imposition of Taxes on FIS, LPS or the FIS stockholders.

5.4 Indemnification Payments.

The payments of any indemnification required under this Section 5 shall be made in accordance with the terms of Sections 4.3 and 4.4 of this Agreement.

SECTION 6. AUDITS AND CONTEST RIGHTS.

6.1 Notice.

If, after the Distribution Date, any member of a Tax Group receives written notice of, or relating to, an Audit from a Tax Authority that asserts, proposes or recommends a deficiency, claim or adjustment that, if sustained, could result in Taxes for which any member of the Other Tax Group is responsible under this Agreement, then the Tax Group Parent of the Tax Group receiving such notice shall provide or cause to be provided a copy of such notice to the Other Tax Group promptly thereafter, but, in any case, within ten (10) Business Days of receipt thereof. Each Tax Group Parent shall forward or cause to be forwarded to the Other Tax Group relevant portions of any reports or other communications which relate to such matters.

6.2 Contests.

(a) Except as otherwise provided in this Agreement, the respective Filing Party shall have the right to control, contest, and represent the interest of any FIS Group company or any LPS Group company in any Contest relating to any Tax Return described in Section 2.2 or 2.3 of this Agreement (other than a Tax Return described in Section 6.2(b) or (c) of this Agreement) and, subject to Section 6.4(b) of this Agreement, to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Contest. The Filing Party's rights shall extend to any matter pertaining to the management and control of an Audit, including execution of waivers, choice of forum, scheduling of conferences and the resolution of any Tax Item.

(b) Except as otherwise provided herein, after the date of execution of this Agreement, in the case of a Contest that relates to a Tax Return for a Taxable Period beginning before the Distribution Date (or any item relating thereto or reported thereon) which would give rise to an Indemnification Liability under this Agreement, of an Indemnifying Party that is not the Filing Party with respect to such Tax Return, the Indemnifying Party shall have the right at its expense to participate in and control the conduct of such Contest. If the Indemnifying Party does not assume the defense of any such Contest for a Pre-Distribution Period, the Filing Party may defend the same in such manner as it may deem appropriate, including, but not limited to, settling such Contest after giving ten (10) Business Days' prior written notice to the Indemnifying Party setting forth the terms and conditions of settlement. In the event of a Contest covered by the first sentence of this paragraph that involves issues (i) relating to a potential adjustment for which the Indemnifying Party has liability and (ii) that are required to be dealt with in a proceeding that also involves separate issues relating to a potential adjustment for which any Indemnitee would be liable, the Indemnitee shall have the right at its expense to control the Contest but only with respect to the latter issues.

(c) With respect to a Contest involving an issue for which both (i) any FIS Group company and (ii) any LPS Group company could be liable, both parties may participate in the Contest, and the Contest may be controlled by that party which would bear the burden of the greater portion of the sum of the adjustment and any corresponding adjustments that may reasonably be anticipated for future Taxable Periods. The principle set forth in the immediately preceding sentence shall govern also for purposes of deciding any issue that must be decided jointly (including, without limitation, choice of judicial forum) in situations in which separate issues are otherwise controlled under this Section 6.2 by FIS or by LPS.

(d) The party that is controlling any Contest pursuant to Sections 6.2(b) and (c) of this Agreement (the "Controlling Party"):

(i) in the case of any material correspondence or filing submitted to the Tax Authority or any judicial authority that relates to the merits of the deficiency, claim or adjustment that is the subject of such Contest shall (A) reasonably in advance of such submission, but subject to applicable time constraints imposed by such Tax Authority or judicial authority, provide the other party (the "Non-Controlling Party") with a draft copy of the portion of such correspondence or filing that relates to such deficiency, claim or adjustment, (B) incorporate, subject to applicable time constraints imposed by such Tax Authority or judicial authority, the Non-Controlling Party's reasonable comments and changes on such draft copy of such correspondence or filing, and (C) provide the Non-Controlling Party with a final copy of the portion of such correspondence or filing that relates such deficiency, claim or adjustment; and

(ii) shall provide the Non-Controlling Party with notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any meetings with the Tax Authority (including meetings with examiners) or hearings or proceedings before any judicial authority to the extent they relate to the deficiency, claim or adjustment that is the subject of such Contest.

6.3 Judicial Appeals.

In the event that a judgment of the United States Tax Court or other court of competent jurisdiction results in an adverse determination with respect to a matter described in Sections 6.2(b) and (c) of this Agreement, then, subject to Section 6.4(b):

(a) In the case of an appeal of an adverse determination, which involves no material issues other than matters for which the Non-Filing Party would be the Indemnifying Party pursuant to this Agreement, the Non-Filing Party shall have the right to cause the Filing Party to appeal from such adverse determination.

(b) In the case of an appeal of any other adverse determination which involves material issues other than those for which the Non-Filing Party would be the Indemnifying Party pursuant to this Agreement and the Filing Party determines not to appeal such adverse determination, the Non-Filing Party shall have the right to cause the Filing Party to appeal from such adverse determination if the Non-Filing Party delivers to the Filing Party an opinion from an independent tax counsel or accountant selected by the Non-Filing Party and reasonably acceptable to the Filing Party that it is more likely than not that such appeal will succeed and the amount in controversy exceeds $100,000. The Filing Party shall give written notice to the Non-Filing Party of its determination of whether to appeal an adverse determination pursuant to this Section 6.3(b) not less than 20 days prior to any applicable filing deadline.

(c) In the case of an adverse determination which involves matters for which the Filing Party would be the Indemnifying Party pursuant to this Agreement and, within such determination, material matters for which the Non-Filing Party would be the Indemnifying Party pursuant to this Agreement were favorably disposed, the Non-Filing Party shall have the right to prevent the Filing Party from appealing from such adverse determination unless the Filing Party delivers to the Non-Filing Party an opinion from an independent tax counsel selected by the Filing Party and reasonably acceptable to the Non-Filing Party that it is more likely than not that such appeal will succeed.

(d) If the Non-Filing Party causes the Filing Party to appeal any adverse determination pursuant to this Section 6.3, the Non-Filing Party shall pay the reasonable costs, including legal fees, of the Filing Party incurred in such appeal.

6.4 Limitations.

(a) The Non-Filing Party shall have a right to contest any deficiency, claim or adjustment in accordance with Section 6.2 of this Agreement only if:

(i) within thirty (30) Business Days of a reasonable request by the Filing Party, the Non-Filing Party delivers to the Filing Party a written opinion of a nationally recognized tax attorney or tax accountant that is a member of a recognized law firm or accounting firm, to the effect that the Non-Filing Party's position with respect to such deficiency, claim or adjustment is supported by a reasonable basis (within the meaning of section 1.6662-3(b)(3) of the Treasury Regulations); provided that this Section 6.4(a)(i) shall not apply to with respect to positions relating to the Tax consequences of the Distribution.

(ii) the Non-Filing Party has agreed to be bound by a Final Determination of such deficiency, claim or adjustment;

(iii) the Non-Filing Party has agreed to pay, and is currently paying, all reasonable costs and expenses incurred by the Filing Party to contest such deficiency, claim or assessment including reasonable outside attorneys', accountants' and investigatory fees and disbursements to the extent such costs relate to the issue being contested by the Non-Filing Party;

(iv) the Non-Filing Party shall have advanced to the Filing Party, on an interest-free basis (and with no additional net after-tax cost to the Filing Party), the amount of Tax in controversy (but not in excess of the lesser of (A) the amount of Tax for which the Non-Filing Party could be liable under this Agreement or (B) the amounts actually expended by the Filing Party for this item) to the extent necessary for the contest to proceed in the forum selected by the Controlling Party; and

(v) the Non-Filing Party shall have provided to the Filing Party all documents and information, and shall have made available employees and officers of the Non-Filing Party, as have been reasonably requested by the Filing Party in contesting such deficiency, claim or adjustment.

(b) The Filing Party shall not settle, compromise or otherwise resolve any Tax matter relating to Taxes with respect to a Pre-Distribution Period (a "Tax Settlement") without the prior written consent of the Non-Filing Party (which consent shall not be unreasonably withheld) if such Tax Settlement is reasonably likely to materially increase the Tax paid by the Non-Filing Party with respect to any Tax not subject to indemnification under this Agreement; provided, however, that in the event that the Non-Filing Party does not consent and the Filing Party reasonably believes that the withholding of consent was unreasonable, or the Filing Party reasonably believes that no consent of the Non-Filing Party is required, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.

(c) Notwithstanding any other provision of this Section 6.4, the Filing Party may resolve, settle, or agree to any deficiency, claim or adjustment for any Taxable Period if the Filing Party waives its right to indemnity with respect to such Tax Item. In such event, the Filing Party shall promptly reimburse the Non-Filing Party for all amounts previously advanced by the Non-Filing Party to the Filing Party in connection with such deficiency, claim or adjustment under Section 6.4(a)(iv) of this Agreement. In addition, except with respect to settlements described in Section 6.4(b) above, the Filing Party shall reimburse the Non-Filing Party for any Tax Detriment that directly results from the settlement of such deficiency, claim or adjustment. No waiver by the Filing Party under this Section 6.4(c) with respect to any deficiency, claim or adjustment relating to any single Tax Item, position, issue or transaction or relating to any single Tax for any one Taxable Period shall operate as a waiver with respect to any other deficiency, claim or adjustment.

6.5 Failure to Notify.

The failure of the Filing Party promptly to notify the Non-Filing Party of any matter relating to a particular Tax for a Taxable Period or to take any action specified in Section 6.2 of this Agreement shall not relieve the Non-Filing Party of any liability and/or obligation which it may have to the Filing Party under this Agreement with respect to such Tax for such Taxable Period except to the extent that the Non-Filing Party's rights hereunder are materially prejudiced by such failure and in no event shall such failure relieve the Non-Filing Party of any other liability and/or obligation which it may have to the Filing Party.

6.6 Remedies.

Except as otherwise provided in this Agreement, the parties hereby agree that the sole and exclusive remedy for a breach by the Filing Party of the Filing Party's obligations to the Non-Filing Party with respect to a deficiency, claim or adjustment relating to the redetermination of a Tax Item of the Non-Filing Party for a Taxable Period shall first be a reduction in the amount that would otherwise be payable by the Non-Filing Party for such Taxable Period and then an increase in amount that would otherwise be payable by the Filing Party for such Taxable Period, in either case because of the breach. The parties further agree that no claim against the Filing Party and no defense to the Non-Filing Party's liabilities to the Filing Party under this Agreement shall arise from the resolution by the Filing Party of any deficiency, claim or adjustment relating to the redetermination of any Tax Item of the Filing Party.

SECTION 7. COOPERATION.

7.1 Provision of Information and Documents.

FIS and LPS shall cooperate and provide each other with all documents and information, and provide access to employees and officers of any member of the FIS Group or the LPS Group, respectively, as reasonably requested by the other party, on a mutually convenient basis during normal business hours (and promptly reimburse the other party for any out-of-pocket costs incurred by a party in providing such cooperation) to aid the other party in preparing any Tax Return described in Section 2.2 or 2.3 of this Agreement or to contest any Audit of any such Tax Return or to obtain any opinion referred to in Section 5.2, including, without limitation, the making of representations (to the extent such representations are true) in connection with obtaining any such opinion. Such cooperation shall include, without limitation:

(a) the retention and provision on reasonable request of any and all information including all books, records, documentation or other information, any necessary explanations of information, and access to personnel, until the expiration of the applicable statute of limitation for additional assessments of Tax for the Taxable Period for which such document or other information arises (giving effect to any extension, waiver, or mitigation thereof);

(b) within the limits otherwise set forth herein, the execution by such party of any document that is relevant and may be necessary or helpful in connection with any Tax Return or in connection with any Contest;

(c) the use of the parties' reasonable best efforts to obtain any documentation from a governmental authority or a third party that may be necessary or helpful in connection with the foregoing; and

(d) informing the other party on a timely basis as to the status and progress of all matters related to a Contest under Section 6.2 of this Agreement. Each party shall provide the other party, within 10 days of the receipt thereof, with copies of all written communications received from any Tax Authority relating to any such Contest, appropriately redacted for any unrelated issues also discussed therein.

7.2 Special Rules Regarding Information Required for Tax Return Preparation.

The Non-Filing Party will provide employees or representatives of the Filing Party responsible for preparing its Tax Returns access to any relevant information, including any Ruling Documents, Opinion Documents, or Tax Opinion, not in the possession of the Filing Party, as it relates to the Filing Party or any member of the Filing Group, and will provide the Filing Party with a copy of such relevant information to the extent that the issues discussed therein are relevant to the Filing Party or any member of the Filing Group within a reasonable time thereafter, but, in any case, not later than five (5) Business Days after the receipt of a written request therefor.

7.3 Consultations With Regard to Tax Items.

FIS and LPS shall advise and consult with each other with respect to any Tax election or the Tax treatment of any item (including the treatment of any item that would be affected by a proposed Tax adjustment relating to a Consolidated Return or Combined Return which is the subject of an Audit or investigation, or is the subject of any proceeding or litigation) which could affect any Tax attribute of the other party or the Other Tax Group (including, but not limited to, basis in an asset or the amount of earnings and profits).

7.4 Limitations on Cooperation.

In the event that a Filing Party determines that the provision of any information to any member of the Other Tax Group could be commercially detrimental, violate any law or agreement, or waive any privilege that may be asserted under applicable law including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the parties shall take reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

SECTION 8. MISCELLANEOUS.

8.1 Effectiveness.

This Agreement shall become effective as of the Distribution Date.

8.2 Notices.

All notices and other communications hereunder shall be in writing and hand delivered or mailed by registered or certified mail (return receipt requested) or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

TO LPS:

Lender Processing Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Richard Cox, Senior Vice President and Corporate Tax Director

With a copy to the General Counsel at the above address

TO FIS:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Richard Cox, Senior Vice President and Corporate Tax Director

With a copy to the General Counsel at the above address

And to such other persons or places as each party may from time to time designate by written notice sent as aforesaid.

8.3 Changes in Law.

(a) Any reference to a provision of the Code or any other Tax law shall include a reference to any applicable successor provision or law.

(b) If, due to any change in applicable law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the Distribution Date, performance of any provision of this Agreement or any transaction contemplated thereby shall become impracticable or impossible, the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

8.4 Consent.

Whenever this Agreement specifies that consent is not to be unreasonably withheld, the determination shall take into account, among other things, the relative amount of potential Tax exposure or refund involved for FIS Group companies on the one hand and the LPS Group companies on the other hand, and if the consent relates to bringing proceedings in one venue rather than another, the impact on such decision on such interests of each group. Any controversy or refusal of consent shall be resolved pursuant to Section 8.5 of this Agreement.

8.5 Dispute Resolution.

(a) Amicable Resolution. FIS and LPS mutually desire that friendly collaboration continue between them. Accordingly, they will try, and they will cause their respective group members to try, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between any FIS Group member and any LPS Group member as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of either party, will be referred for resolution to a steering committee established pursuant to Section 7.3(a) of the Distribution Agreement (the "Steering Committee"). The Steering Committee will have two members, one of whom will be appointed by FIS and the other of whom will be appointed by LPS, and each of whom shall be a senior executive of the party appointing the member. The Steering Committee will make a good faith effort to promptly resolve all Disputes referred to it. Steering Committee decisions will be unanimous and will be binding on FIS and LPS. If the Steering Committee does not agree to a resolution of a Dispute within 30 days after the reference of the matter to it, then the parties will be free to exercise the remedies available to them under applicable law, subject to Sections 8.5(b) and 8.5(c).

(b) Mediation. If the Steering Committee is unable to resolve any Dispute as contemplated by Section 8.5(a), either FIS or LPS may demand mediation of the Dispute by written notice to the other in which case the two parties will select a mediator within 14 days after the demand. Neither party may unreasonably withhold consent to the selection of the mediator. Each of FIS and LPS 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 in an amicable manner as set forth in Section 8.5(a) or through mediation pursuant to Section 8.5(b), the latter within 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 8.5(c). All Disputes submitted to arbitration pursuant to this Section 8.5(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless either party involved elects to utilize an independent referee ("Referee") mutually acceptable to the parties, 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. The arbitration shall be by a single qualified arbitrator ("Arbitrator") experienced in the matters at issue, such Arbitrator to be mutually agreed upon by FIS and LPS. If the parties fail to agree on an Arbitrator within 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. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the Arbitrator (or any place agreed to by the parties and 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. The parties agree that the length of time to be provided in any arbitration action to conduct discovery shall be limited to 90 days, the length of time to conduct the arbitration hearing shall be limited to ten days (with each party having equal time) and that the Arbitrator shall be required to render his or her decision within 30 days of the completion of the arbitration hearing. All costs and expenses incurred by the Arbitrator shall be shared equally by the parties. Each party shall bear its own costs and expenses in connection with any such arbitration proceeding. 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.

i. Nothing in this Section 8.5 shall prevent either FIS or LPS from commencing formal litigation proceedings or seeking injunctive or similar relief if any delay resulting from efforts to mediate such Dispute could result in serious and irreparable injury to FIS, LPS or any member of either party's group.

ii. Nothing in this Section 8.5 shall prevent either FIS or LPS from immediately seeking injunctive or interim relief in the event of any actual or threatened breach of any confidentiality provisions of the Distribution Agreement. If an arbitral tribunal has not been appointed with respect to

any Dispute at the time of such actual or threatened breach, then either party may seek such injunctive or interim relief from any court with jurisdiction over the matter. If an arbitral tribunal has been appointed with respect to any Dispute at the time of such actual or threatened breach, then the parties agree to submit to the jurisdiction of the state and federal courts of Duval County, Florida, pursuant to Section 7.2 of the Distribution Agreement, with respect to such matter.

(e) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, FIS and LPS are the only members of their respective group entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 8.5 or otherwise, and each party will cause its respective group members not to commence any dispute resolution procedure other than through such party as provided in this Section 8.5(e).

8.6 Authorization.

Each of the parties hereto hereby represents and warrants (a) that it has the power and authority to execute, deliver and perform this Agreement, (b) that this Agreement has been duly authorized by all necessary corporate action on the part of each such party, (c) that this Agreement constitutes a legal, valid and binding obligation of each such party and (d) that the execution, delivery and performance of this Agreement by such party does not contravene or conflict with any provision of law or of its charter or bylaws or any agreement, instrument or order binding on such party.

8.7 Successors.

The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

8.8 Assignment.

Except for assignments or transfers by operation of law, this Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void.

8.9 Entire Agreement.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

8.10 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed in the State of Florida.

8.11 Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

8.12 Severability.

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8.13 No Third Party Beneficiaries.

Except as otherwise provided herein, this Agreement is solely for the benefit of the FIS Group and the LPS Group. This Agreement should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other rights in excess of those existing without reference to this Agreement.

8.14 Waivers.

The failure of any party to require strict performance by any other party of any provision in this Agreement will not waive or diminish that party's right to demand strict performance thereafter of that or any other provision hereof.

8.15 Setoff.

All payments to be made by any party under this Agreement may be netted against payments due to such party under this Agreement, but otherwise shall be made without setoff, counterclaim or withholding, all of which are hereby expressly waived.

8.16 Amendments.

This Agreement may not be modified or amended except by an agreement in writing signed by each of the parties hereto.

8.17 Schedules.

Schedules I and II shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

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

LENDER PROCESSING SERVICES, INC.

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

Schedule I

1. Any Federal Income Tax to be allocated to a Consolidated Group or to any member thereof in accordance with this Agreement shall be allocated on the basis of the Hypothetical Tax of the Consolidated Group or of the relevant member thereof.

   (a) For purposes of this Agreement, the "Hypothetical Tax" of the Consolidated Group or any member thereof for any Taxable Period shall be the Federal Income Tax liability that the Consolidated Group or any member thereof would have had for such Taxable Period if the Consolidated Group or any member thereof had filed its own Consolidated Return or Separate Return for such Taxable Period, taking into account any carryovers to, or carrybacks from, other Taxable Periods of the Consolidated Group or any member thereof that are available in such Taxable Period of the Consolidated Group or any member thereof, or would have been so available (after taking into account Paragraph 1(b)(i) of this Schedule I), if the Consolidated Group or any member thereof had filed its own Consolidated Return or Separate Return, respectively, for such other Taxable Periods, and the Consolidated Group or any member thereof was subject to Tax on all of its taxable income at the applicable maximum rate specified in the Code but without the benefit of any surtax exemption.

   (b) In computing the Hypothetical Tax of the Consolidated Group or any member thereof:

      (i) in the case of any item of income, gain, loss, deduction or credit that is computed or subject to a limitation only on a consolidated basis, including but not limited to, charitable contributions, capital losses, foreign tax credits, research and experimentation credit and section 1231 gains and losses ("Consolidated Items"), such Consolidated Items shall be taken into account by the Consolidated Group or any member thereof only if, and to the extent that, a Consolidated Item is taken into account in the Taxable Period and actually affects the amount of the Tax liability of the Consolidated Group;

      (ii) in the case of the treatment of an item subject to an election made only on a consolidated basis, the treatment will be governed by the election made by agent of the group on the Consolidated Return,

      and

      (iii) all intercompany transactions (as defined in section 1.1502-13(b)(1) of the Treasury Regulations) between and among

members of the Consolidated Group will be taken into account at the time when such transactions are required to be taken into account by the Consolidated Group under the consolidated return regulations, and any Consolidated Item not initially taken into account in computing the tax of the Consolidated Group or any member thereof shall be taken into account by the Consolidated Group or any member thereof in the Taxable Period, and to the extent, that such Consolidated Item is taken into account by the Consolidated Group.

2. Combined State/Local Taxes shall be allocated between members of the Filing Group and members of the Non-Filing Group first on the basis of, and to the extent that, the receipts, income, capital or net worth of a member of the Filing Group or of the Non-Filing Group resulted in, or increased, such Taxes, with any remaining Combined State/Local Taxes allocated among the members on the basis which each member's relative attribute (positive or negative) was taken into account in determining the amount of such Taxes.

3. If any Affiliated Company of a Consolidated Group has foreign tax credits, investment credits, or any current loss or loss carryovers (collectively referred to herein as "Credits") that are used on a Consolidated Return for any Taxable Period, FIS or LPS (as the case may be) shall determine (on any reasonable basis) the amount by which the tax liability of the Consolidated Group is actually reduced as a result of such Credits.

4. If a Consolidated Federal Tax, Combined State/Local Tax, or Separate Tax liability is assessed after the Distribution Date pursuant to a Final Determination, such amount shall be allocated under the principles of Paragraphs 1, 2 and 3 of this Schedule I.

5. All Tax allocations relating to Taxable Periods that include, but do not end on, the Distribution Date, shall be made, between the Pre-Distribution Period and Post-Distribution Period on the basis of an interim closing of the books as if such Taxable Period ended as of the close of business on the Distribution Date. Any real or personal property Tax, or similar Tax, determined on an annual or periodic basis shall be attributed to the Pre-Distribution Period on the basis of the number of days in such Pre-Distribution Period to the total number of days in the entire Taxable Period. Any adjustment required by section 481 of the Code (including adjustments for marking receivables to market) shall be attributable to the deductions or credits (or lack thereof) giving rise to the section 481 adjustment.

6. All Hypothetical Tax calculations under this Schedule I shall be subject to the restriction that a Consolidated Item may not be utilized in the calculation of a member's Hypothetical Tax for any Taxable Period if the member received a payment for such Consolidated Item in an earlier Taxable Period.

Schedule II

The following steps constitute the Preliminary Transactions:

1. The excess loss accounts ("ELAs") in stock of LSI Title Company, ASAP Legal Publication Services, Inc. and Geosure, Inc. will be eliminated.

2. Fidelity Information Services, Inc. ("FISI") will contribute its mortgage processing services business to Residential Lending Services, Inc. ("RLS"), a newly formed and wholly owned subsidiary of FISI in exchange for all of the RLS stock and the assumption by RLS of related liabilities.

3. RLS will form LPS Management Services, LLC as a Delaware disregarded entity.

4. FIS Management Services, LLC (a disregarded entity) will distribute the lender processing services employee group ("LPS Employee Group") to FISI; FISI will contribute the LPS Employee Group to RLS; and RLS will contribute the LPS Employee Group to LPS Management Services, LLC.

5. Fidelity National Information Solutions, LLC ("FNIS LLC") will distribute the stock of Fidelity National Information Solutions, Inc. ("FNIS") and FIS Tax Service Inc. ("FIS Tax") to FIS.

6. FNIS will distribute the stock of FISI to FIS.

7. FISI will distribute the stock of RLS to FIS.

8. FIS will contribute the stock of Espiel, Inc. to FNIS.

Schedule III

Builder Affiliated Mortgage Services (a general partnership)
HomeBuilders Financial Network, LLC
HomeBuilders Investment, LLC
HomeBuyers Mortgage Network, LLC
National Underwriting Services, LLC
No others

Schedule IV

Cherrington Service Partners, L.P.
Fidelity National Information Solutions, Inc.
FIS Credit Services, Inc.
Geosure, Inc.
Geosure, L.P.
LSI Service Partners, L.P.
NRC Insurance Services, Inc.
NCLSI, L.P.
NCLSIGP, LLC
No others

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated as of June 13, 2008, is by and between **Lender Processing Services, Inc.**, a Delaware corporation ("LPS" or "Landlord"), and **Fidelity National Financial, Inc.**, a Delaware corporation (together with its subsidiaries, affiliates, successors and assigns, collectively "FNF" or "Tenant"). Landlord and Tenant are herein referred to individual as a "Party" and, collectively, the "Parties".

WHEREAS, Tenant (which was previously known as Fidelity National Title Group, Inc.), as tenant, entered into an Amended and Restated Lease Agreement dated as of October 23, 2006 (as previously amended and restated, the "Prior Lease"), with Fidelity Information Services, Inc., an Arkansas corporation ("FIS-ARK"), for the leasing to Tenant of a portion of certain real property and improvements comprising a corporate campus located at 601 Riverside Avenue, in the city of Jacksonville, county of Duval, state of Florida; and

WHEREAS, Tenant also previously entered into a Telecommunications Services Agreement dated as of October 23, 2006 (the "Prior Telecommunications Agreement"; and together with the Prior Lease, collectively, the "Prior Agreements") with FIS-ARK for the provision of telecommunication services at the 601 Riverside Avenue campus; and

WHEREAS, in connection with the separation and spin-off of LPS from Fidelity National Information Services, Inc., a Georgia corporation and the parent company of FIS-ARK ("FIS"), and the consummation of the transactions contemplated by that certain Contribution and Distribution Agreement dated as of June 13, 2008 (the "Distribution Agreement"), between FIS and LPS, FIS-ARK transferred to Landlord all of FIS-ARK's right, title and interest in and to the real property and improvements comprising the corporate campus located at 601 Riverside Avenue, Jacksonville, Florida, including the telecommunications rights and campus equipment; and

WHEREAS, in connection with the Distribution Agreement, FIS-ARK terminated the Prior Agreements in contemplation of the simultaneous effectiveness of this Agreement in its stead, effective as of the Spin-off (as defined in the Distribution Agreement);

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 generally designated as "Building I" and in the building generally designated as "Building II", as well as use of certain designated space in the buildings generally designated as "Building III and Building IV" 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 (after taking into account the exclusions hereinafter described, collectively the "Corporate Campus"), it being

understood that the building generally designated as “Building V”, as well as the parking garage and the real property that is subject to that certain synthetic lease financing arrangement, as set forth on various documents dated on our about June 29, 2004, including the Master Lease Agreement, dated as of June 29, 2004, and the Master Agreement dated as of June 29, 2004, as amended by the First Omnibus Amendment dated as of November 5, 2004, the First Amendment to Master Agreement dated as of September 24, 2004, the Second Omnibus Amendment dated as of February 15, 2005, the Third Omnibus Amendment dated as of December 2, 2005, the Waiver Amendment to Operative Documents dated as of April 2005, and the Fourth Omnibus Amendment dated as of March 16, 2006, all among Tenant, as lessee, SunTrust Equity Funding, LLC, as lessor, certain financial institutions parties thereto, as lenders, and SunTrust Bank, as agent, are hereby specifically excluded from provisions of this Lease (and, for purposes of this Lease, from the definition of “Corporate Campus”). The parties further acknowledge and agree that, initially hereunder, the Premises constitute **86,592** rentable square feet representing approximately **17.90%** (“Tenant’s Share”) (including a load fact of **40.76%** for common/shared space) of the **483,889** 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 FIS, including one or more reallocations during calendar year 2008. 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 June 30, 2008 (“Commencement Date”) and terminating on June 30, 2011 (“Initial Term”).

3. Rent.

3.1 **Base Rent.** Tenant shall pay to Landlord base rent (“Base Rent”), at an annual rate of **$10.50** per rentable square foot, in equal monthly installments of **$75,768.00** 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, 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. 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, 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"). Landlord reasonably estimates Tenant's Additional Rent for the calendar year 2008 is **$16.69** per rentable square foot per year or **$120,435.03** per month, which when combined with the Base Rent shall result in a monthly Rent payment of **$196,203.03**, which is equal to **$27.19** per rentable square foot per year for 2008. Commencing August 1, 2008, 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 2009, 2010 and 2011 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 Tenant's Review of Operating Expenses Budget. On or prior to the first business day of each December, commencing with calendar year 2008, Landlord shall deliver to Tenant the proposed budget for the Operating Expenses for the following year (for any given year, the "Operating Expenses Budget"), setting forth in reasonable detail a list of the items and categories of items to be included the Operating Expenses for such year. Within fifteen (15) business days after receipt thereof, Tenant's chief accounting officer (or his/her designee) shall review the Operating Expenses Budget and the items and categories to be included, and if he/she does not agree with the Operating Expenses Budget or the items and categories to be included therein, then before the fifteenth (15th) business day after receipt, he/she shall notify Landlord in writing of the nature and basis of his/her objections and, if known at the time, the amount of the adjustment(s) requested. In the event of objection(s) to the Operating Expense Budget, Landlord and Tenant shall use their reasonable best efforts to resolve Tenant's objection(s), but if the Parties are unable to resolve their differences within twenty (20) business days after Tenant's receipt of the Operating Expenses Budget, then the dispute resolution procedures set forth in Section 28 shall apply, provided that, during the pendency of such dispute, the Rent for the applicable year shall be adjusted to reflect the Operating Expenses Budget as presented, it being understood that if the Operating Expenses Budget is later revised, then any excess Rent so paid shall be credited to Tenant's next payment(s) of Rent. In connection with Tenant's review of the Operating Expenses Budget as well as the resolution of any objections thereto, Landlord agrees to make available to Tenant all information (including reasonable access to the personnel who prepared such information) reasonably necessary or appropriate to assist Tenant in evaluating the Operating Expenses Budget and the items included therein.

3.2.2 True-Up of Actual Operating Expenses. On or before the first day of March following the end of each calendar year (an "Expense Year"), Landlord shall deliver to Tenant a statement setting forth (i) the amount Tenant paid as Rent for the applicable Expense Year, and (ii) the amount of Tenant's Share of actual Operating Expenses for the applicable Expense Year. If the amount Tenant paid as Rent for the applicable Expense Year exceeds the amount of Tenant's Share of actual 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.

3.2.3 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 actually and reasonably pays or incurs during any Expense Year as a direct result of or in connection with the ownership, operation, management, maintenance, or repair of the Corporate Campus (including the buildings thereon), including:

3.2.3.1 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;

3.2.3.2 The cost of supplying utilities;

3.2.3.3 The cost of operating, managing, maintaining, and repairing utility, mechanical, sanitary, storm drainage, and elevators;

3.2.3.4 The cost of supplies and tools and of equipment, maintenance, and service contracts in connection with those systems;

3.2.3.5 The cost of providing telephone-related telecommunications services and equipment;

3.2.3.6 The cost of providing mail delivery services;

3.2.3.7 The cost of landscaping;

3.2.3.8 The cost of licenses, certificates, permits and inspections;

3.2.3.9 The cost of contesting the validity or applicability of government enactments that may affect the Operating Expenses;

3.2.3.10 The costs incurred in connection with the implementation and operation of a transportation program, if any;

3.2.3.11 The cost of insurance carried by Landlord in amounts reasonably determined by Landlord;

3.2.3.12 The cost of parking area maintenance, repair, and restoration, including resurfacing, repainting, restriping, and cleaning;

3.2.3.13 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;

3.2.3.14 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

3.2.3.15 Subject to the provisions of Section 3.2.4, 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.

3.2.3.16 Any other costs of the Landlord reasonably included in the calculation of Operating Expenses for that calendar year and not otherwise specifically identified herein that directly relate to or arise out of the ownership, operation, management, maintenance, or repair of the Corporate Campus (including the buildings thereon).

3.2.4 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:

3.2.4.1 Repairs or other work occasioned by the exercise of right of eminent domain;

3.2.4.2 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;

3.2.4.3 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;

3.2.4.4 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;

3.2.4.5 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;

3.2.4.6 Cost incurred due to violation by Landlord or any tenant of the terms and conditions of any Lease;

3.2.4.7 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;

3.2.4.8 Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;

3.2.4.9 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 corporate and transitional 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);

3.2.4.10 Advertising and promotional expenditures;

3.2.4.11 Any expenses for which Landlord is compensated through proceeds of insurance;

3.2.4.12 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;

3.2.4.13 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;

3.2.4.14 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

3.2.4.15 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.

3.2.5 Cost Allocation Agreement. Without limiting the foregoing or any other provision of this Lease, 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 Lease 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 its 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, 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 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. Tenant 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. Unless otherwise consented to by LPS, FNF and FIS, 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 shall be that of LPS, FNF or FIS. Any proposed change of the monument signage, or the signage on Buildings I or Building V, from that existing on the Commencement Date shall require the mutual agreement of LPS, FNF and FIS. Any proposed change of the signage on any other building on the Corporate Campus in which Tenant occupies space from that existing on the Commencement Date shall require the mutual agreement of Landlord and Tenant, it being understood that other than Building I and Building V, if Tenant does not occupy space therein, Tenant shall have no signage rights or right to consent to any change thereto. 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 LPS, FNF and FIS.

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 and 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 **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.

24.3 **Telecommunications Services.** Landlord covenants and agrees to provide to Tenant the following telecommunication services and equipment at the Corporate Campus, including Building V:

(i) Supply of all Handsets,

(ii) Voicemail,

(iii) Maintenance of Computer Servers that Route Tenant's Telephone Calls ("Public Branch Exchange" or "PBX" Units),

(iv) Call accounting program and maintenance, and

(v) Supply all cabling infrastructure.

The following services are specifically excluded:

(x) Move/add/change requests, and

(y) Project work related to new PBX's.

Tenant hereby agrees to pay to Landlord Tenant's respective share of the telecommunications services listed above incurred by Landlord at the entire Corporate Campus, including for these purposes, Building V and parking garage. The costs to be allocated to Tenant will be proportionate to Tenant's utilization of the telecommunications systems, including long distance telephone charges, and shall be allocated on an employee headcount basis, taking into account the aggregate number of Tenant employees as compared to the aggregate number of persons (including without limitation Landlord employees and employees of FIS) with telecommunication services at the Corporate Campus. Within 30 days after the end of each calendar month, LPS shall prepare and deliver to FNF a monthly summary statement (each a "Monthly Telecommunications Cost Summary Statement") setting forth all of the costs owing by FNF to LPS hereunder. For sake of clarification, the Parties acknowledge that unless and until the Parties agree otherwise, all Monthly Telecommunications Summary Statements required hereunder shall be incorporated into and be a part of the respective Monthly Summary Statement referred to in the Master Accounting and Billing Agreement dated as of July 2, 2008 (the "Billing Agreement") between FNF and LPS.

Landlord's obligation to provide telecommunication services hereunder may be terminated at any time with the consent of both Parties. In the event that the obligation to provide telecommunication services is terminated at the request of either party, Tenant shall compensate Landlord for the costs, if any, actually incurred by Landlord for any unamortized telecommunications equipment provided hereunder that was purchased or otherwise acquired for use by Tenant and for which Landlord has no other use after the termination of the telecommunication services hereunder (it being understood that Landlord shall use its reasonable best efforts to mitigate any such costs).

25. Memorandum of Lease. Tenant shall not record this Lease or a Memorandum of Lease.

26. Confidentiality. Each Party shall keep confidential any and all information concerning the other Party which it may obtain pursuant to this Lease, and agrees not to disclose such information to any person unless authorized to do so by the Party in question. The provisions of this Section 26 shall not, however, apply to information made generally available to the public by any Party or by third parties through lawful channels, or information which is obtained from a third person who (insofar as is known to the recipient of such information) is lawfully in possession of such information and not in violation of any contractual, legal or fiduciary obligation to a Party with respect to such information.

27. Limitation of Liability. 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. EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BY REASON OF A BREACH OF WARRANTY, ANY 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. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

28. Dispute Resolution

28.1 **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 Lease, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Lease, 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.

28.2 **Mediation**. In the event any Dispute cannot be resolved in a friendly manner as set forth in Section 28.1, 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 28.1, 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.

28.3 **Arbitration**. In the event that the Dispute is not resolved pursuant to Section 28.1 or through mediation pursuant to Section 28.2, 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 28.3. All Disputes submitted to arbitration pursuant to this Section 28.3 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.

28.4 **Non-Exclusive Remedy**. Each of the Parties acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Lease by either Party. Accordingly, nothing in this Section 28 will prevent either Party from immediately seeking injunctive or interim relief in the event of any actual or threatened breach of any confidentiality provisions of this Lease. All actions for such injunctive or interim relief shall be brought in a court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of this Lease.

28.5 **Commencement of Dispute Resolution Procedure**. Notwithstanding anything to the contrary in this Lease, the Parties, but none of their respective Subsidiaries, are entitled to commence a dispute resolution procedure under this Lease, whether pursuant to this Section 28 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 28.

29. Notices. All notices, demands or requests which may be given by either 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 electronic transmission (provided that in any such case, such telefax or electronic transmission is immediately thereafter confirmed by telephone), or on the next business day if sent by overnight courier, and in each case addressed as set forth below:

LANDLORD: Lender Processing Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: General Counsel
Phone: 904-854-8547

TENANT: Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: General Counsel
Phone: 904-854-8100

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.

30. Miscellaneous.

30.1 **Successors and Assigns.** This Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant and their respective successors and assigns.

30.2 **Governing Law.** This Lease shall be construed under the laws of the State of Florida, without application of the conflict of law provisions thereof.

30.3 **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 Lease, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior Lease and the Prior Telecommunications Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Lease and the Prior Telecommunications Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

30.4 **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.

30.5 **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.

30.6 **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.

30.7 **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.

30.8 **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.

30.9 **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.

30.10 **Effectiveness**. Notwithstanding the date hereof, this Lease shall become effective as of the date and time that the Distribution becomes effective pursuant to the terms of the Contribution and Distribution Agreement dated as of June 13, 2008 between FIS and LPS.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year above first written.

*LANDLORD***:**

LENDER PROCESSING SERVICES, INC.,
a Delaware corporation

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

*TENANT***:**

FIDELITY NATIONAL FINANCIAL, INC.,
a Delaware corporation

By: /s/ Michael L. Gravelle
Michael L. Gravelle
Executive Vice President, Legal

Exhibit 31.1

CERTIFICATIONS

I, Lee A. Kennedy, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fidelity National Information Services, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2009

By: /s/ LEE A. KENNEDY
Lee A. Kennedy
President and Chief Executive Officer

CERTIFICATIONS

I, George P. Scanlon, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fidelity National Information Services, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2009

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

Exhibit 32.1

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

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

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

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

Date: May 6, 2009

/s/ LEE A. KENNEDY
Lee A. Kennedy
Chief Executive Officer

Exhibit 32.2

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

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

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

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

Date: May 6, 2009

By: /s/ GEORGE P. SCANLON
George P. Scanlon
Chief Financial Officer