
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

**Date of Report (date of earliest event reported):
October 23, 2006**

Fidelity National Information Services, Inc.

(Exact name of Registrant as Specified in its Charter)

1-16427
(Commission File Number)

Georgia
(State or Other Jurisdiction of Incorporation or Organization)

58-2606325
(IRS Employer Identification Number)

601 Riverside Avenue
Jacksonville, Florida 32204

(Addresses of Principal Executive Offices)

(904) 854-8100
(Registrant's Telephone Number, Including Area Code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

FIS Annual Incentive Plan

On October 23, 2006, at the 2006 Annual Meeting of Shareholders of Fidelity National Information Services, Inc., a Georgia corporation (“FIS”), the shareholders of FIS approved the FIS Annual Incentive Plan, or *incentive plan*. The incentive plan will allow incentive awards paid thereunder to qualify as deductible performance-based compensation within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”). The incentive plan will be administered by FIS’s compensation committee. Eligibility under the incentive plan is limited to FIS’s chief executive officer and each other executive officer that the compensation committee determines, in its discretion, is or may be a “covered employee” of FIS within the meaning of Section 162(m) of the Code and who is selected by the compensation committee to participate in the incentive plan. Payment of awards under the incentive plan will be made in cash. The incentive plan will remain in effect until such time as it is terminated by FIS’s board of directors.

Amended and Restated Certegy Inc. Stock Incentive Plan

On October 23, 2006, at the 2006 Annual Meeting of Shareholders of FIS, the shareholders of FIS approved an amendment and restatement of the Certegy Inc. Stock Incentive Plan, or *stock plan*, to (i) increase the number of shares for issuance by 4,000,000 shares, (ii) increase the limits on the number of options, restricted shares and restricted stock units that may be granted under the stock plan, and (iii) make other non-material changes. Shareholder approval of the stock plan, as amended and restated, also constituted approval of the material terms of the performance goals under which compensation intended to constitute performance-based compensation for purposes of Section 162(m) of Code may be paid.

The stock plan originally became effective on June 15, 2001. The stock plan was most recently amended and restated on September 14, 2005, which amendment and restatement was approved by FIS’s shareholders on January 26, 2006. The stock plan permits the granting of nonqualified stock options, incentive stock options, restricted shares and restricted stock units. The stock plan authorizes the granting of awards for up to ten years from the date of its initial approval and will remain in effect with respect to outstanding awards until no awards remain outstanding. The stock plan is administered by FIS’s compensation committee. Eligible participants include officers, key employees, directors and consultants of FIS and its subsidiaries, as determined by the compensation committee. The stock plan may be amended or terminated by FIS’s compensation committee at any time, subject to certain limitations, provided that no such action may, without a participant’s written consent, adversely affect in any material way any previously granted award. No amendment that would require shareholder approval under applicable law may become effective without shareholder approval.

FIS Employee Stock Purchase Plan

On October 23, 2006, at the 2006 Annual Meeting of Shareholders, the shareholders of FIS approved the FIS Employee Stock Purchase Plan, or *ESPP*. The ESPP will provide an incentive to attract and retain employees by providing a program through which employees can purchase shares of FIS common stock through payroll deductions and through matching employer contributions. The maximum number of shares of FIS’s common stock available for purchase under the FIS ESPP is 10,000,000 shares.

Employees who elect to participate may contribute an amount between 3% and 15% of their salary into the ESPP through payroll deduction. At the end of each calendar quarter, FIS will make a matching contribution to the account of each participant who has been continuously employed by FIS or a participating subsidiary for the last four calendar quarters. For most employees, matching contributions will be equal to one-third (1/3) of the amount contributed during the quarter that is one year earlier than the quarter in which the matching contribution is made; for certain officers of FIS or its subsidiaries and for employees who have completed at least ten consecutive years of employment with FIS, the matching contribution will be one-half (1/2) of such amount.

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As soon as administratively practicable following the close of each payroll period or, with respect to matching contributions, the quarter end (in each case, the purchase date), the amount credited to a participant's account will be transferred to a broker and used to purchase shares of FIS common stock on the open market. Certificates representing the shares purchased and held in a participant's share account will be delivered to the participant upon his or her request. Alternatively, a participant may request the broker to sell on the participant's behalf any or all of the shares of common stock held in his or her share account. The ESPP may be amended or terminated by FIS's board of directors at any time, provided that no such action may, without a participant's consent, adversely affect any rights previously granted to such participant.

Further information about the FIS Annual Incentive Plan, the Amended and Restated Certegy Inc. Stock Incentive Plan and the FIS Employee Stock Purchase Plan may be found in the descriptions thereof contained in FIS's Amendment No. 1 to Form S-4 filed with the Securities and Exchange Commission on September 19, 2006, which descriptions are incorporated herein by reference.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

In connection with the Asset Contribution, and the proposed merger of FNF with and into FIS, on October 25 2006, William P. Foley, II became the Executive Chairman, Alan L. Stinson became the Executive Vice President—Finance, Brent Bickett became the Executive Vice President—Strategic Planning and Michael L. Gravelle became the Executive Vice President—Legal, of FIS. Additionally, on October 25, 2006, Richard N. Massey joined the board of directors of FIS.

Biographical and other information required to be reported concerning Messrs. Foley, Stinson, Bickett, Massey and Gravelle are incorporated herein by reference to FIS's Amendment No. 1 to Form S-4 filed with the Securities and Exchange Commission on September 19, 2006.

Item 8.01. Other Events

On October 24, 2006, FNT completed the acquisition of substantially all of the assets and liabilities of FNF (other than FNF's interests in its majority-owned subsidiary, FIS and in a small subsidiary, FNF Capital Leasing, Inc.) in exchange for 45,265,956 shares of FNT's Class A common stock (the "Asset Contribution"), pursuant to the Amended and Restated Securities Exchange and Distribution Agreement, dated as of June 25, 2006, as amended and restated as of September 18, 2006, between FNT and FNF.

Prior to the Asset Contribution, FNT was party to various "intercompany agreements" with FNF and FIS. On October 23, 2006, in connection with the completion of the Asset Contribution, and the anticipated merger of FNF with and into FIS, certain intercompany agreements were terminated. In addition, FNT and FIS have entered into new intercompany agreements, as described below.

The primary reason for terminating the previous intercompany agreements, and executing new intercompany agreements, was to reflect the effect of the Asset Contribution on FNT's overall corporate structure. Another reason was to ensure that the rights and obligations covered by the intercompany agreements before the Asset Contribution would be properly allocated among the post-Asset Contribution entities.

The new intercompany agreements are filed as Exhibits 99.1 through 99.5 to this report. The following summaries are qualified in their entirety by reference to the text of such exhibits. The agreements described herein do not constitute all of the intercompany agreements between FNT and FNF, FIS or their respective affiliates. Additional intercompany agreements are described under the caption "Certain Relationships and Related Transactions with FNF and FIS" in FNT's Schedule 14C filed with the SEC on September 19, 2006.

Amended and Restated Intellectual Property Cross License Agreement between FNF and FIS.

On October 23, 2006, in connection with the Asset Contribution, this agreement was terminated.

Tax Disaffiliation Agreement.

Effective as of October 24, 2006, FIS, FNF and FNT have entered into a tax disaffiliation agreement. FNT and its subsidiaries currently are members of the FNF consolidated federal income tax return. In addition, certain FNT subsidiaries are included with FIS group companies in state combined income tax returns. As a result of the

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Asset Contribution, FNT's companies will no longer be included in the FNF consolidated federal income tax return or in any state combined return with any FIS company. The tax disaffiliation agreement allocates responsibility between FIS and FNT for filing returns and paying taxes for periods prior to the Asset Contribution, subject to the indemnification provisions set forth in the agreement. The tax disaffiliation agreement also includes indemnifications for any adjustments to taxes for periods prior to the Asset Contribution and for any taxes and for any associated adverse consequences that may be imposed on the parties as a result of the Asset Contribution, as a result of actions taken by the parties or otherwise, and as a result of the merger.

Indemnification

- FNT will indemnify FNF (and its successor after the merger, FIS) with respect to the FNF federal consolidated income taxes for periods prior to the Asset Contribution (other than taxes attributable to income of FIS or FIS subsidiaries), and with respect to any state income taxes payable by FIS but attributable to FNF, to FNT, to a subsidiary of FNT or to one of the former direct FNF subsidiaries that are being contributed to FNT pursuant to the securities exchange and distribution agreement.
- FIS will indemnify FNT with respect to any state income taxes payable by FNT but attributable to a subsidiary of FIS.
- FNT will indemnify FIS for all taxes and any associated adverse consequences (including shareholder suits) if the merger of FNF into FIS is determined to be a taxable transaction.
- FNT will indemnify FIS for all taxes and any associated adverse consequences (including shareholder suits) if the Asset Contribution is determined to be a taxable transaction, unless such adverse determination is the result of a breach by FIS of its covenant not to take certain actions within its control that would cause the Asset Contribution to be taxable or the result of certain acquisitions of FIS stock within the control of FIS or an FIS affiliate.

Designation of Agent

FNF, prior to the merger, to the extent permissible under the tax law, will designate FNT or an affiliate of FNT as the agent of the FNF federal consolidated group, such that FNT (or such FNT affiliate) will represent that group before the Internal Revenue Service for all federal income tax matters related to periods prior to the Asset Contribution. There will be conforming agency designations at the state level to the extent permitted by law.

Filing of Returns and Payment of Taxes

- In general, FNT will file and pay the tax due on all FNF federal consolidated returns.
- FNT and FIS will share the responsibility for filing and paying tax on combined state returns that contain FNT group companies and FIS group companies; determination of which group will file the return and pay the tax will depend upon whether the common parent of the combined group is an FNT company or an FIS company.
- There are limitations on each group's ability to amend returns if amendment would increase the tax liability of the other group.
- The payment of taxes will be subject to the indemnification obligations provided for in the tax disaffiliation agreement.

Restrictions on Stock Acquisitions

In order to help preserve the tax free nature of the Asset Contribution, FNT and FIS have mutually agreed that neither company will engage in any direct or indirect acquisition, issuance, or other transaction involving that

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company's stock unless the company first obtains an opinion from a nationally recognized law firm or accounting firm that the acquisition will not cause the Asset Contribution to be taxable. This restriction is subject to various exceptions, including that the opinion restriction may be waived with the consent of certain officers of the other company.

Other Operational Provisions

- Prior tax sharing agreements will be terminated, except for tax sharing agreements relating to insurance companies. Such agreements will be amended to substitute FNT for FNE.
- Dispute resolution provisions generally follow the provisions contained in the cross-indemnity agreement between FNT and FIS (described below).
- Subject to some limitations and exceptions, the indemnifying party controls any contest or audit related to any indemnified tax.

Cross-Indemnity Agreement.

FNT and FIS have entered into a cross-indemnity agreement, which provides that each party will indemnify the other party and certain of the other party's affiliates and representatives from and against any losses incurred by the indemnified parties arising out of:

- the ownership or operation of the assets or properties, the operations or conduct of the business, and the employee retirement and benefit plans and financial statements of the indemnifying party;
- any breach by the indemnifying party of the cross-indemnity agreement, of its organizational documents, or of any law or contract to which it is a party;
- any untrue statement of, or omission to state, a material fact in any governmental filing of the indemnified party to the extent it was as a result of information about the indemnifying party;
- any untrue statement of, or omission to state, a material fact in any governmental filing of the indemnifying party, except to the extent it was as a result of information about the indemnified party;
- claims brought by third parties to the extent related to the transactions contemplated by the securities exchange and distribution agreement (to the extent we are the indemnifying party) or, among other things, the merger agreement (to the extent FIS is the indemnifying party), subject to certain exceptions; and
- the provision of services by or employment of representatives of the indemnifying party, and the termination of such services or employment.

The cross-indemnity agreement expressly provides that it is not intended to change the allocation of liability for any matter in any other existing or future agreement between FNT and its affiliates and FIS and its affiliates, to all of which agreements the cross-indemnity agreement is made subject.

Transition License Agreement.

FNT, as licensor, has entered into an intellectual property transition license with FIS, as licensee, granting to FIS a limited license to use the "Fidelity National Financial" name and "house" logo for one year during the changeover by FIS to its own logos. The licensed use is limited to use only as part of the transition by FIS to new logos and corporate materials, and is intended to cover incidental use by FIS of previously available FNF materials (such as stationary, bags, umbrellas, shirts, other corporate memorabilia, etc.). FIS is not permitted to use the Fidelity National Financial name or "house" logo in any advertising or marketing materials. FIS is also required to

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use good faith efforts to terminate their use of the name and logo as soon as reasonably possible, provided that FIS will not be obligated to expend funds to revise corporate incidentals (such as shirts, coasters, bags, etc.). Until one year after William P. Foley, II is no longer the Executive Chairman of FIS or the fifth anniversary of the closing, whichever is earlier, FNT agrees not to bring suit against FIS for incidental use of the “house” logo or the Fidelity National Financial name; however, FNT will not be prohibited from bringing suit if FIS uses the name or logo in any advertising or marketing materials or any other material commercial manner.

Intellectual Property Cross License Agreement.

FNT has entered into an intellectual property cross license agreement with FIS, mutually granting to each other a continuing, perpetual, non-exclusive and royalty-free license to use certain know-how and proprietary information that has been historically used in the conduct of our respective businesses. The terms and conditions of this agreement are substantially similar to those in the existing cross license agreement between FIS and FNT, but the breadth of the proprietary information covered is more limited than in the existing agreement.

Master Accounting and Billing Agreement.

FNT and FIS and/or their subsidiaries have previously entered, contemporaneously with the Asset Contribution, and hereafter may enter, into various agreements with each other relating to services, licenses, and other matters, including but not limited to corporate services agreements, a master information technology agreement, software use, software development and intellectual property licenses, a title plant maintenance agreement, starters and back plant repository agreements, a lease and sublease, a telecommunications services agreement, a property management agreement, an aircraft cost sharing agreement, and various cost sharing agreements. The master accounting and billing agreement sets forth the parties’ agreement to utilize one master accounting and billing procedure for all amounts that may be owing between them from time to time pursuant to any and all agreements between them. The master accounting and billing agreement does not alter or affect the amount of any payments that may be owing or may become owing between the parties, but only sets forth the process and procedures that the parties will follow in the billing of those amounts. The master accounting and billing agreement may be terminated at any time by either party, upon not less than 60 days’ prior written notice. The agreement can also be modified to exclude any particular obligations at any time at the request of FIS and modified to include any additional obligations so long as the parties mutually agree to the inclusion.

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Item 9.01. Financial Statements and Exhibits

(c) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Amended and Restated Certegy Inc. Stock Incentive Plan (incorporated by reference to Exhibit 2.1 to Registrant's Amendment No. 1 to Form S-4 filed on September 19, 2006).
10.2	FIS Employee Stock Purchase Plan (incorporated by reference to Exhibit 2.1 to Registrant's Amendment No. 1 to Form S-4 filed on September 19, 2006).
10.3	FIS Annual Incentive Plan (incorporated by reference to Exhibit 2.1 to Registrant's Amendment No. 1 to Form S-4 filed on September 19, 2006).
99.1	Tax Disaffiliation Agreement, dated as of October 23, 2006, by and among FNF, FNT and FIS.
99.2	Cross Indemnity Agreement, dated as of October 23, 2006, by and between FNT and FIS.
99.3	Transition License Agreement, dated as of October 23, 2006, by and between FNT and FIS.
99.4	Intellectual Property Cross License Agreement, dated as of October 23, 2006, by and between FNT and FIS.
99.5	Master Accounting and Billing Agreement, dated as of October 23, 2006, by and between FNT and FIS.

SIGNATURE

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

Fidelity National Information Services, Inc.

Date: October 27, 2006

By: /s/ Jeffrey S. Carbiener

Name: Jeffrey S. Carbiener

Title: Executive Vice President and Chief Financial
Officer

EXHIBIT INDEX

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99.4	Intellectual Property Cross License Agreement, dated as of October 23, 2006, by and between FNT and FIS.
99.5	Master Accounting and Billing Agreement, dated as of October 23, 2006, by and between FNT and FIS.

TAX DISAFFILIATION AGREEMENT

THIS TAX DISAFFILIATION AGREEMENT (this "Agreement"), dated as of October 23, 2006, is by and among Fidelity National Financial, Inc. ("FNF"), a Delaware corporation, Fidelity National Title Group, Inc. ("FNT"), a Delaware corporation, and Fidelity National Information Services Inc. ("FIS"), a Georgia corporation.

WHEREAS, as set forth in the Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement"), by and between FNF and FNT, FNF will transfer to FNT certain assets and liabilities and then distribute all of the shares of FNT Class A Common Stock it holds on the date specified in the Distribution Agreement (the "Distribution Date") in a transaction (the "Distribution") designed to qualify as a tax-free reorganization and distribution pursuant to sections 368(a)(1)(D) and 355 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, FNF is, and will be until the Distribution is effective, the common parent of the affiliated group of corporations within the meaning of section 1504(a) of the Code that includes FNT and its eligible subsidiary corporations;

WHEREAS, immediately after the Distribution, FNT and FNF will no longer be members of the same affiliated group;

WHEREAS, after the Distribution, FNF Capital Leasing Inc., a Delaware corporation and wholly owned subsidiary of FNF ("Leasing"), will merge with and into FIS Capital Leasing, Inc., a wholly owned subsidiary of FIS, in a transaction designed to qualify under section 368(a)(1)(A) by reason of section 368(a)(2)(D) (the "Leasing Merger");

WHEREAS, after the Leasing Merger, as set forth in the Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FNF Merger Agreement"), between FIS and FNF, FNF will merge with and into FIS on the date specified in the FNF Merger Agreement ("FNF Merger Date") in a transaction designed to qualify under section 368(a)(1)(A) (the "FNF Merger" and, collectively with the Leasing Merger, the "Mergers") and FNF will cease its separate corporate existence; and

WHEREAS, in connection with the Distribution and the Mergers 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:

1.1 In General. As used in this Agreement, the following capitalized terms shall have the following meanings:

“Acquisition” means any acquisition of FNT stock or FIS stock, as applicable (including without limitation a stock redemption) or issuance of FNT stock or FIS stock, as applicable, excluding (a) the issuance of stock by FIS in connection with the acquisition of the assets of FNF and Leasing in the Mergers; (b) the distribution of FNT stock in the Distribution; (c) any acquisition of stock that qualifies under section 1.355-7(d)(7) of the Treasury Regulations or any successor thereto, section 1.355-7(d)(8) of the Treasury Regulations or any successor thereto or section 1.355-7(d)(9) of the Treasury Regulations or any successor thereto; (d) any acquisition of FIS stock held by an existing shareholder of FIS prior to the effective time of the FNF Merger, including, without limitation, any sale of such FIS stock by such a shareholder pursuant to the exercise of registration rights by such shareholder; (e) any vesting of FIS restricted stock that is granted or issued in connection with the Distribution or the Mergers; and (f) any acquisition of FIS stock pursuant to the exercise of any option to acquire FIS stock that is granted in connection with the Distribution or the Mergers.

“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 FNF, FIS or FNT by any shareholder participating in the Distribution or Mergers, or the Service, or any other Tax Authority that ultimately is successful in seeking recourse against FNF, FIS or FNT; provided that Adverse Consequences shall not include any indirect, special, consequential, or punitive damages, except for indirect, special, consequential or punitive damages paid or awarded with respect to a Third-Party Claim.

“After-Tax Basis” means that, for purposes of determining the amount of the Indemnified Liability, the amount of any Taxes, Tax Losses, 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 that is not a Saturday, Sunday or other day on which commercial banks in New York are required or authorized by law to close.

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

“Combined Group” means a group of one or more companies that files 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 wherein any member of the FIS Group joins in the filing of such Tax Return (for any Taxable Period) with any member of the FNF Legacy Group or the FNT Group.

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

“Combined Tax Allocation Statement” has the meaning set forth in Section 2.4(b).

“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 Return” means any Tax Return with respect to Federal Income Taxes filed on a consolidated basis pursuant to Section 1501 of the Code.

“Consolidated Tax Allocation Statement” has the meaning set forth in Section 2.4(b).

“Contemplated Action” means any action contemplated by the Distribution Agreement or any other agreement entered into in connection with the Distribution or the Mergers, any vesting of FIS restricted stock that is granted or issued in connection with the Distribution or the Mergers, including FIS restricted stock issued in respect of FNF restricted stock, and any acquisition of FIS stock pursuant to the exercise of any option to acquire FIS stock that is granted in connection with the Distribution or the Mergers, including FNF options assumed by FIS pursuant to the FNF Merger.

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

“Control” means stock representing a 50% or greater interest within the meaning of Section 355(e) of the Code, taking into account the principles of section 355(e)(3)(B).

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

“Cross-Indemnity Agreement” means the cross indemnification agreement signed and executed by FNT and FIS pursuant to Section 2.3(f) of the Distribution Agreement.

“Dispute” has the meaning set forth in Section 8.5(a) of 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.

“Effective Date” has the meaning set forth in Section 8.1 of this Agreement.

“Federal Income Tax” means any Tax imposed under Subtitle A of the Code (including the Taxes imposed by Section 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 FNT Group, if the Filing Party is either FNF or a member of the FNT Group, or (b) the FIS Group, if the Filing Party is a member of the FIS 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 Taxing Authority, or (d) the expiration of an applicable statute of limitations.

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

“FIS Acquisition Process” has the meaning set forth in Section 5.2(b) of 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 Returns” means any Consolidated Return with respect to which FIS is the common parent of the Consolidated Group, except for any Consolidated Return in which FNF will be the common parent of the Consolidated Group until the FNF Merger.

“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, excluding FNF and, for the avoidance of doubt, excluding Leasing.

“FNF” has the meaning set forth in the Preamble to this Agreement.

“FNF Consolidated Return” means any Consolidated Return with respect to which FNF is the common parent of the Consolidated Group, including any Consolidated Return for which FNF will be the common parent until the FNF Merger and for which FIS will be the common parent after the FNF Merger.

“FNF Group” means any member of the FNF Legacy Group and any member of the FNT Group prior to the Distribution.

“FNF Legacy Group” includes FNF and any corporation that is an Affiliated Company with FNF prior to the Leasing Merger (including Leasing), other than any member of the FIS Group, or any member of the FNT Group prior to the Distribution.

“FNF Legacy Group Combined Return” means any Combined Return with respect to which a member of the FNF Legacy Group is the common parent of the Combined Group.

“FNF Merger” has the meaning set forth in the Recitals to this Agreement.

“FNF Merger Agreement” has the meaning set forth in the Recitals to this Agreement.

“FNF Merger Date” has the meaning set forth in the Recitals to this Agreement.

“FNT” has the meaning set forth in the Preamble to this Agreement.

“FNT Acquisition Process” has the meaning set forth in Section 5.2(c) of this Agreement.

“FNT Combined Return” means any Combined Return with respect to which FNT or any member of the FNT Group is the common parent of the Combined Group.

“FNT Consolidated Return” means any Consolidated Return with respect to which FNT is the common parent of the Consolidated Group.

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

“Hypothetical Tax” has the meaning set forth in Paragraph 1 of Schedule 1.

“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.

“Leasing” has the meaning set forth in the Recitals to this Agreement.

“Leasing Merger” has the meaning set forth in the Recitals 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 the FIS Group, if the Filing Party is a member of the FNT Group, or the FNT Group if the Filing Party is a member of the FIS Group.

“Non-Filing Party” means either FIS, if the Filing Party is a member of the FNT Group, or FNT, if the Filing Party is a member of the FIS 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 FNT Group if the FIS Group is the Tax Group or the FIS Group if the FNT Group is the Tax Group.

“Post-Merger Period” means any Taxable Period or portion thereof beginning after the FNF Merger.

“Pre-Merger Period” means any (a) Taxable Period ending on or prior to the FNF Merger Date or (b) with respect to any Taxable Period beginning prior to the FNF Merger Date and ending after the FNF Merger Date, the portion of such Taxable Period that ends on the FNF Merger Date.

“Private Letter Ruling” means the private letter ruling issued by the Service to FNF that addresses, *inter alia*, the tax consequences of the Distribution and Mergers.

“Referee” has the meaning set forth in Section 8.5(c) of the Agreement.

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

“Regulated Tax Sharing Agreement” means any written Tax Sharing Agreement between an insurance company and FNE, FNT, or FIS filed with a state insurance commissioner, for the period that Tax Sharing Agreement remains in effect.

“Section 355(e) Liability” has the meaning set forth in Section 5.2(f) of this Agreement.

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

“Separate Return” means any Tax Return, filed by any entity, that is not part of 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 FNT Group or the FIS Group, as the context dictates.

“Tax Group Parent” means either FNT, if the FNT Group is the Tax Group, or FIS, if the FIS 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 6.3(e) 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.

“Third-Party Claim” means the assertion of any claim or the commencement of any action by a person (other than a Tax Authority) who is not a member of (i) the FNT Group; (ii) the FIS Group; or (iii) the FNF Legacy Group, in each case only if Adverse Consequences resulting from such claim or action would be subject to indemnification under this Agreement.

“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 FNF Group. Prior to the FNF Merger, to the extent reasonably possible, (i) FNF will designate FNT as the agent for all matters subject to agency with respect to the FNF Consolidated Return for the 2006 and 2005 Taxable Periods in accordance with Section 1.1502-77(d) of the Treasury Regulations and will obtain IRS approval for such designation, (ii) FNF, in its sole discretion, will designate another appropriate member of the FNT Group as such agent for all other Taxable Periods for which the statute of limitations on assessment under § 6501 of the Code has not expired and will obtain IRS approval for such designation, and (iii) FNF will make conforming designations with respect to all FNF Legacy Group Combined Returns and will obtain approval from the appropriate Tax Authority.

2.2 Filing of Returns.

- (a) FNT shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be timely filed) all
 - (i) FNF Consolidated Returns, except as provided in Section 2.2(f) of this Agreement, (ii) FNT Consolidated Returns, (iii) FNT Combined Returns, (iv) FNF Legacy Group Combined Returns that FNT or any other member of the FNT Group is otherwise required to file under applicable state law, and (v) any Tax Return, other than one

described in this Section 2.2(a)(i) through (iv), that includes FNF and at least one other member of the FNF Legacy Group or the FNT Group but no member of the FIS Group.

- (b) FIS shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and timely file (or cause to be timely filed) (i) all FIS Consolidated Returns; (ii) all FIS Combined Returns; and (iii) all FNF Legacy Group Combined Returns that FIS or any member of the FIS Group is required to file under applicable state law.
- (c) FIS shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be filed) all Separate Returns that are required to be filed by any FIS Group company, including all NTI-NY Tax Returns. FNT shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be timely filed) all Separate Returns that are required to be filed by any FNT Group company and all Separate Returns that are required to be filed by any FNF Legacy Group company, other than NTI-NY Tax Returns.
- (d) At least 45 days before the due date (including extensions) of any Filing Party 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 Filing Party 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 Filing Party 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.

- (f) Notwithstanding anything to the contrary in this Agreement, in the event that the FNF Merger constitutes a reverse acquisition as defined in section 1.1502-75(d)(3) of the Treasury Regulations, FIS shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be filed) the FNF Consolidated Return for the Taxable Period in which the FNF Merger occurs.

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) FIS shall pay (or cause to be paid) to the appropriate Tax Authority all Taxes, if any, for which it is required to file Consolidated Returns or Combined Returns pursuant to Sections 2.2(b), 2.2 (c), and 2.2(f) of this Agreement. FNT shall pay (or cause to be paid) to the appropriate Tax Authority all Taxes, if any, for which it is required to file Consolidated Returns or Combined Returns pursuant to Section 2.2(a) and 2.2(c) of this Agreement.
- (b) No later than 20 Business Days prior to the due date (including extensions) of any Consolidated Return or Combined Return, the Filing Party shall prepare or cause to be prepared, taking into account Schedule I, a statement (the "Consolidated Tax Allocation Statement" or the "Combined Tax Allocation Statement," as the case

may be) setting forth the amount of the unpaid or overpaid portion of the Non-Filing Group's allocable share of the total Consolidated Federal Tax liability or Combined State/Local Tax liability, if any, taking into account any applicable Tax payments (including estimated tax payments) previously made by the Non-Filing Party or any other member of the Non-Filing Group to any member of the Filing Group or to any Tax Authority, and shall provide such statement, or cause such statement to be provided, to the Non-Filing Party. No later than the due date (including any extensions), of any Consolidated Return or Combined Return including both FIS Group companies and FNT Group companies, the Filing Party shall pay to the Non-Filing Party any overpayment or the Non-Filing Party shall pay to the Filing Party any underpayment shown on the Consolidated Tax Allocation Statement or the Combined Tax Allocation Statement, as the case may be. In the event of disagreement over the Non-Filing Group's allocable share of the total Tax liability shown on the Consolidated Tax Allocation Statement or Combined Tax Allocation Statement, as the case may be, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.

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 FNF Group company, on the one hand, and any FNT Group company, on the other hand, shall terminate, and any obligations under any such agreements or arrangements shall be cancelled, as of the Effective Date, without any payment by any party thereto.
- (b) Notwithstanding any other provision in this Agreement, the Regulated Tax Sharing Agreements of all insurance companies shall remain in effect, and shall govern all allocations of Taxes among the companies that are parties to those Agreements (in lieu of Section 2.4(b) of this Agreement). FNT will take all steps, as quickly as is reasonably possible, to amend all existing Regulated Tax Sharing Agreements to substitute FNT for FNF as a party to the agreements, to make all required regulatory filings, and to obtain all necessary approvals.

2.6 Consistent with 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 FNF 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 receive 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 FIS Group companies on the one hand, and FNT 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 will be entitled to any refunds with respect to such Tax for such Taxable Period, except as provided in Section 3.1.

SECTION 4. INDEMNIFICATION PROVISIONS

4.1 General Indemnification.

(a) After the Distribution Date, FNT shall indemnify and hold harmless, on an After-Tax Basis, FIS and each other member of the FIS Group against any and all (i) Taxes with respect to any FNF Consolidated Return for any Pre-Merger Period; (ii) Taxes with respect to any FIS Combined Return or any FNF Legacy Group Combined Return to the extent that any FNF Legacy Group company or any member of the FNT Group caused an increase in the Tax liability on the Tax Return; (iii) Taxes with respect to any Separate Return filed by FNF or any FNT Group company; (iv) Taxes with respect to any FNF Legacy Group company or any FNT 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; (v) Taxes with respect to any Tax Return, other than one described in Section 4.1(a)(i) through (iv) above, that includes FNF and at least one other member of the FNF Legacy Group or the FNT Group, but no member of the FIS Group; and (vi) Taxes and Adverse Consequences resulting from any failure of the Mergers to qualify as reorganizations under Section 368(a) of the Code.

(b) FIS will indemnify and hold harmless on an After-Tax Basis FNT and each other member of the FNT Group against any and all Taxes (i) with respect to any FNF Consolidated Return for any Post-Merger Period; (ii) with respect to any FNF

Legacy Group Combined Return or any FNT Combined Return, to the extent that any member of the FIS Group caused an increase in the Tax liability on the Tax Return; (iii) with respect to any Separate Return filed by any FIS Group company; and (iv) with respect to any FIS Group company for which any FNT Group company or any FNF Legacy Group company may be liable under Section 1.1502-6 of the Treasury Regulations or any provision of state or local law comparable thereto.

- (c) i. In the case of Taxes arising in a Taxable Period that includes, but does not end on, the FNF Merger Date, the allocation of Taxes between the Pre-Merger Period and the Post-Merger Period shall be governed by Paragraph 4 of Schedule I.
 - ii. 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.
- (d) 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.
- (e) Notwithstanding the above, indemnification for denial of the Section 355 Tax Treatment shall not be under this Section, but shall be covered by Section 5 of this Agreement.

4.2 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.

4.3 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. DISTRIBUTION TAX TREATMENT

5.1 Section 355 Tax Treatment.

(a) Representations, Covenants, and Agreements.

- i. 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.”). Each of FNT and FIS also expressly agrees (A) 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 (which, for the avoidance of doubt, in the case of FIS shall not include representations relating to FNF), (B) not to take (and to cause each of its Affiliated Corporations 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 (C) 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; provided, however, that FIS shall be permitted to take any Contemplated Action.
- ii. FNF and FNT have reviewed the information and representations made in the Ruling Documents and the Opinion Documents, and to their knowledge, all of such information and representations are true, correct, and complete in all material respects.

(b) Notwithstanding anything to the contrary in Section 4 of this Agreement:

- i. Except as set forth in paragraph (ii) of this Section 5.1(b), if there is a Final Determination that results in the disallowance, in whole or in part, of

the Section 355 Tax Treatment (other than Section 355(e) Liability, which is addressed by Section 5.2 of this Agreement), then FNT shall be liable for, and shall indemnify and hold each FIS Group member harmless for, any Taxes or Adverse Consequences that would not have occurred but for such disallowance.

- ii. If there is a Final Determination that results in the disallowance, in whole or in part, of the Section 355 Tax Treatment (other than Section 355(e) Liability, which is addressed by Section 5.2) and any FIS Group company has breached Section 5.1(a) which breach results in such disallowance, then FIS shall be liable for, and shall indemnify and hold each FNT Group member harmless for, any Taxes or Adverse Consequences that would not have occurred but for such breach.

5.2 Section 355(e).

- (a) Unless, for each Acquisition of an interest in FIS, the FIS Acquisition Process is first satisfied at FIS' expense, FIS shall not take any action within its control, and shall cause its Affiliated Companies 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) As used herein with reference to any Acquisition of an interest in FIS, the "FIS Acquisition Process" shall be satisfied if all the following requirements are satisfied:
 - i. FIS notifies FNT of the proposed Acquisition;
 - ii. FIS obtains either (A) an opinion of a nationally recognized law firm or accounting firm to the effect that such Acquisition would not cause the Section 355 Tax Treatment to be disallowed by reason of the application of Section 355(e) of the Code or (B) the written consent of FNT's General Counsel or senior tax officer; and
 - iii. FIS provides a copy of the opinion or consent described in Section 5.2(b)(ii) of this Agreement to FNT.
- (c) Unless, for each Acquisition of an interest in FNT, the FNT Acquisition Process is first satisfied at FNT's expense, FNT shall not take any action within its control, and shall cause its Affiliated Companies 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.

- (d) As used herein with reference to any Acquisition of an interest in FNT, the “FNT Acquisition Process” shall be satisfied if all the following requirements are satisfied:
- i. FNT notifies FIS of the proposed Acquisition;
 - ii. FNT obtains either (A) an opinion of a nationally recognized law firm or accounting firm to the effect that such Acquisition would not cause the Section 355 Tax Treatment to be disallowed by reason of the application of Section 355(e) of the Code or (B) the written consent of FIS’s General Counsel or senior tax officer; and
 - iii. FNT provides a copy of the opinion or consent described in Section 5.2(d)(ii) of this Agreement to FIS.
- (e) If, by reason of an action within the control of FIS or one of its Affiliated Companies (other than a Contemplated Action), Section 355(e) of the Code is applicable to the Distribution because the Distribution was part of a plan (or series of related transactions) pursuant to which one or more persons acquired directly or indirectly FIS stock representing Control (within the meaning of Section 355(e) of the Code) of FNF or any successor to FNF (including FIS) in the Distribution, FIS shall pay and be liable for, and shall indemnify FNT against any liability for, on an After-Tax Basis, any resulting Taxes and other Adverse Consequences that would not have occurred but for such action, regardless of whether the FIS Acquisition Process has been satisfied.
- (f) Except as provided in Section 5.2(e), FNT shall pay and be liable for, and shall indemnify and hold each FIS Group member harmless from, on an After-Tax Basis, any Taxes and Adverse Consequences that occur by reason of the application of Section 355(e) of the Code to the Distribution (the “Section 355(e) Liability”).

5.3 Indemnification Payments. Any indemnification required under this Section 5 shall be paid in accordance with the terms of Sections 4.2 and 4.3 of this Agreement.

SECTION 6. AUDITS AND CONTEST RIGHTS.

6.1 Notice. If, after the Effective 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 FNF Legacy Group company, any FNT Group company or any FIS 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 Indemnatee would be liable, the Indemnatee 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 FNT Group company and (ii) any FIS 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 FNT or by FIS.
- (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 shall deliver 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 and Mergers.
 - (ii) the Non-Filing Party shall have agreed to be bound by a Final Determination of such deficiency, claim or adjustment;
 - (iii) the Non-Filing Party shall have agreed to pay, and shall be 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-Merger 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. FNT and FIS shall cooperate and provide each other with all documents and information, and provide access to employees and officers of any member of the FNT Group or the FIS 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), documents and information, and access to the requesting party) 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; and
- (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.
- (d) informing the other parties on a timely basis as to the status and progress of all matters related in a reasonably material way to a contest of a Tax under Section 6. Each party shall provide the other parties, within 10 days of the receipt thereof, with copies of all written communications received from any Tax Authority relating to any such Tax 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 to employees or representatives of the Filing Party responsible for preparing its Tax Returns with access to any relevant information, including any Ruling 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. FNT and FIS 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 (“Effective 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 FNF:

Fidelity National Financial, Inc.
Attention: Anthony Park
Chief Accounting Officer
601 Riverside Avenue
Jacksonville, FL 32201
Telephone: (904) 854-8152
With a copy to the General Counsel at the above address

TO FIS:

Fidelity National Information Services, Inc.
Attention: Richard Cox
Senior Vice President — Corporate Tax Director
601 Riverside Avenue
Jacksonville, FL 32201
Telephone: (904) 854-8100
With a copy to the General Counsel at the above address

TO FNT:

Fidelity National Title Group, Inc.
Attention: Richard Cox
Senior Vice President – Corporate Tax Director
601 Riverside Avenue
Jacksonville, FL 32201
Telephone: (904) 854-8100
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 Effective 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 FNT Group companies on the one hand and the FIS 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 over refusal of consent shall be resolved pursuant to Section 8.5 of this Agreement.

8.5 Dispute Resolution.

- (a) Amicable Resolution. FIS and FNT 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 FNT 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 3.3(a) of the Cross-Indemnity 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 FNT, 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 FNT. 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 FNT 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 FNT 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 FNT. 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 FNT 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, FNT or any member of either party's group.
- ii. Nothing in this Section 8.5 shall prevent either FIS or FNT from immediately seeking injunctive or interim relief in the event of any actual or threatened breach of any confidentiality provisions of the Cross-Indemnity 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 3.2 of the Cross-Indemnity Agreement, with respect to such matter.

- (e) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, FIS and FNT 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).

8.5 Third-Party Claims. In the event of the assertion of any Third-Party Claim, claim procedures will be governed by the provisions of Section 2.3 of the Cross-Indemnity Agreement.

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 will 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 New York applicable to contracts made and to be performed in the State of New York.

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 FNE, each member of FNT Group and each member of the FIS 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. Schedule I 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 FINANCIAL, INC.

By: /s/ Alan L. Stinson
Alan L. Stinson
Executive Vice President, Chief Financial Officer and Chief Operating Officer

FIDELITY NATIONAL TITLE GROUP, INC.

By: /s/ Anthony J. Park
Anthony J. Park
Executive Vice President and Chief Financial Officer

FIDELITY NATIONAL INFORMATION SERVICES, INC.

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

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 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 in computing the Hypothetical Tax of the Consolidated Group or any member thereof at the time when such transactions are required to be taken into account by the Consolidated Group under Section 1.1502-13 of the Treasury 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 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 and 2.
4. All Tax allocations relating to Taxable Periods that include, but do not end on, the FNF Merger Date, shall be made, between the Pre-Merger Period and Post-Merger 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 FNF Merger Date. Any real or personal property Tax, or similar Tax, determined on an annual or periodic basis shall be attributed to the Pre-Merger Period on the basis of the number of days in such Pre-Merger 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.

CROSS-INDEMNITY AGREEMENT

by and between

FIDELITY NATIONAL INFORMATION SERVICES, INC.

and

FIDELITY NATIONAL TITLE GROUP, INC.

Dated as of October 23, 2006

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CROSS-INDEMNITY AGREEMENT

This Cross-Indemnity Agreement (this "Agreement") is entered into as of October 23, 2006, by and between **Fidelity National Information Services, Inc.**, a Georgia corporation ("FIS"), and **Fidelity National Title Group, Inc.**, a Delaware corporation ("FNT").

RECITALS

WHEREAS, FIS and Fidelity National Financial, Inc., a Delaware corporation ("FNF"), have entered into an Agreement and Plan of Merger, dated as of June 25, 2006, as amended and restated as of September 12, 2006 (the "Merger Agreement"), providing among other things for the merger of FNF with and into FIS (the "Merger");

WHEREAS, FNT and FNF have entered into a Securities Exchange and Distribution Agreement, dated as of June 25, 2006, as amended and restated as of September 12, 2006 (the "SEDA"), providing among other things for the transfer by FNF to FNT of all of the shares of capital stock of certain of FNF's subsidiaries and certain other assets, certain related reorganization transactions and the distribution prior to the Effective Time (as defined in the Merger Agreement) of the Merger of all of the shares of capital stock of FNT held by FNF on a pro rata basis to the holders of the common stock of FNF (the "Spin-off");

WHEREAS, following the Spin-off, FNT will cease to be an Affiliate of FNF or FIS; and

WHEREAS, in connection with the Spin-off, FNT and FIS desire to indemnify each other on the terms and subject to the conditions set forth below;

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1. General.

As used in this Agreement, the following terms shall have the following meanings:

"Action" means any demand, action, lawsuit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Entity or any arbitration or mediation tribunal.

"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 Person, whether through ownership of voting securities or other interests, by contract or otherwise.

“Agreement” has the meaning given in the Preamble.

“Arbitrator” has the meaning set forth in Section 3.3(c).

“Assumption Agreement” means that certain Assumption Agreement of even date herewith between FNT and FNF.

“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.

“Claim Notice” has the meaning set forth in Section 2.3(a).

“Claimed Amount” has the meaning set forth in Section 2.3(a).

“Controlling Party” has the meaning set forth in Section 2.3(d)(ii).

“Dispute” has the meaning set forth in Section 3.3(a).

“FIS” has the meaning set forth in the Preamble.

“FIS Governmental Filing” means any report, schedule, form, statement or other document filed by any member of the FIS Group with any Governmental Entity, excluding Tax Returns (as defined in the Tax Disaffiliation Agreement).

“FIS Group” means, collectively, FIS, the FIS Subsidiaries and each Person that is an Affiliate of FIS immediately after the Spin-off or thereafter becomes an Affiliate of FIS, but shall not include FNF or, prior to the closing of the Leasing Merger, Leasing or any Leasing Subsidiary.

“FIS Indemnified Parties” has the meaning set forth in Section 2.1.

“FIS Subsidiaries” means all direct and indirect Subsidiaries of FIS, including, after the closing of the Leasing Merger, Leasing and the Leasing Subsidiaries.

“FNF” has the meaning given in the Recitals.

“FNT” has the meaning given in the Preamble.

“FNT Governmental Filing” means any report, schedule, form, statement or other document filed by any member of the FNT Group with any Governmental Entity, excluding Tax Returns (as defined in the Tax Disaffiliation Agreement).

“FNT Group” means, collectively, FNT, the FNT Subsidiaries and each Person that is an Affiliate of FNT immediately after the Spin-off or thereafter becomes an Affiliate of FNT.

“FNT Indemnified Parties” has the meaning set forth in Section 2.2.

“FNT Subsidiaries” means all direct and indirect Subsidiaries of FNT.

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

“Governmental Entity” means any court, tribunal, arbitrator or governmental or regulatory official, authority or agency, domestic or foreign.

“Group” means either the FIS Group or the FNT Group, as the context requires.

“Indemnifiable Losses” mean all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), 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 an Action), of any nature or kind, including any reasonable out-of-pocket fees, costs or expenses of enforcing any indemnity hereunder; provided that “Indemnifiable Losses” shall not include (i) any Taxes, (ii) any indirect, special, consequential or punitive damages except for indirect, special, consequential or punitive damages paid or awarded to a third party in a Third-Party Claim, or (iii) any of the foregoing items to the extent caused by, resulting from or arising out of the gross negligence, willful misconduct or fraud of such Indemnitee or its Affiliates.

“Indemnified Party” has the meaning set forth in Section 2.3(a).

“Indemnifying Party” has the meaning set forth in Section 2.3(a).

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

“Leasing” means FNF Capital Leasing, Inc., a Delaware corporation.

“Leasing Merger” means the merger of Leasing with and into FIS Capital Leasing, Inc. pursuant to the Leasing Merger Agreement.

“Leasing Merger Agreement” means the Agreement and Plan of Merger, dated as of September 12, 2006, among Leasing, FIS and FIS Capital Leasing, Inc.

“Merger” has the meaning set forth in the Recitals.

“Merger Agreement” has the meaning set forth in the Recitals.

“Non-controlling Party” has the meaning set forth in Section 2.3(d)(ii).

“NYSE” means the New York Stock Exchange, Inc.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency, or political subdivision thereof.

“Representatives” means, with respect to any Person, any of such Person’s directors, officers, employees, agents, consultants, advisors, accountants or attorneys.

“SEDA” has the meaning set forth in the Recitals.

“Spin-off” has the meaning set forth in the Recitals.

“Steering Committee” has the meaning set forth in Section 3.3(a).

“Subsidiary” means with respect to any specified Person, any corporation or other legal entity of which such Person controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members of the board of directors or similar governing body.

“Tax” and “Taxes” each shall have the meaning provided in the Tax Disaffiliation Agreement entered into between FNF, FNT and FIS as of the date hereof.

“Tax Disaffiliation Agreement” has the meaning provided in the Merger Agreement.

“Third-Party Claim” has the meaning set forth in Section 2.3(d)(i).

“Transferred Business” has the meaning provided in the SEDA.

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 references to FNF shall not be deemed to include FIS and provided, further, 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) 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.

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

ARTICLE 2. INDEMNIFICATION

Section 2.1. Indemnification by FNT Group.

FNT will indemnify, defend and hold harmless 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 to the extent arising or resulting from the following, whether such Indemnifiable Losses arise or accrue prior to, on or following the date hereof or the date on which any member of the FNT Group became a member of the FNT Group:

- (a) the ownership or operation of the assets or properties, the operations or conduct of the business, and the employee retirement and benefit plans and financial statements, of any member of the FNT Group;
- (b) any breach by any member of the FNT Group of this Agreement, any other agreement to which any of them is a party, any of their respective certificates of incorporation or by-laws, or any law or regulation;
- (c) any untrue statement of, or omission to state, a material fact in any FIS Governmental Filing to the extent it was as a result of information about a member of the FNT Group;
- (d) any untrue statement of, or omission to state, a material fact in any FNT Governmental Filing, except to the extent the statement was about a member of the FIS Group;
- (e) any Action brought by a third party to the extent relating to the transactions contemplated by the SEDA (other than the transactions contemplated by the Merger Agreement or the Leasing Merger Agreement); and
- (f) the provision of services by or employment of any Representative with respect to the FNT Group (including the Transferred Business prior to the date it is transferred to FNT), and the termination of such services or employment.

Section 2.2. Indemnification by FIS Group.

FIS will indemnify, defend and hold harmless each member of the FNT Group, each of their respective past, present and future Representatives, and each of their respective successors and assigns (collectively, the "FNT Indemnified Parties") from and against any and all Indemnifiable Losses incurred or suffered by the FNT Indemnified Parties to the extent arising or resulting from the following, whether such Indemnifiable Losses arise or accrue prior to, on or following the date hereof or the date on which any member of the FIS Group became a member of the FIS Group:

- (a) the ownership or operation of the assets or properties, the operations or conduct of the business, and the employee retirement and benefit plans and financial statements, of any member of the FIS Group;

(b) any breach by any member of the FIS Group of this Agreement, any other agreement to which any of them is a party, any of their respective certificates of incorporation or by-laws, or any law or regulation;

(c) any untrue statement of, or omission to state, a material fact in any FNT Governmental Filing to the extent it was as a result of information about a member of the FIS Group;

(d) any untrue statement of, or omission to state, a material fact in any FIS Governmental Filing, except to the extent the statement was about a member of the FNT Group;

(e) any Action brought by a third party to the extent relating to the transactions contemplated by either (i) the Merger Agreement or the Leasing Merger Agreement (other than the transactions contemplated by the SEDA) or (ii) the Amended and Restated Stock Purchase Agreement between FIS, FNF and the purchasers named therein dated March 8, 2005; and

(f) the provision of services by or employment of any Representative with respect to the FIS Group, and the termination of such services or employment.

Section 2.3. Claim Procedure.

(a) Claim Notice. A party that seeks indemnity under this Article 2 (an "Indemnified Party") will give written notice (a "Claim Notice") to the party from whom indemnification is sought (an "Indemnifying Party"), whether the Indemnifiable Losses 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 Indemnifiable Losses 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 Indemnifiable Losses. 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 that any Indemnifiable Losses are caused by, arise out of or are increased by such failure.

(b) Response to Notice of Claim. Within 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 3.3.

(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 Business Days after the receipt of the notice referenced in Section 2.3(b)(ii) hereof, the parties will begin the process of resolving the matter in accordance with the dispute resolution provisions of Section 3.3 hereof. 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 provides a Claim Notice in respect of the assertion of any claim or the commencement of any Action by a Person who is not a member of either Group (collectively, a “Third-Party Claim”) with respect to which the Indemnifying Party may be obligated to provide indemnification under this Article 2, such Claim Notice will be accompanied by any documentation submitted by such third 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 Indemnifiable Losses. Within 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 “Indemnifiable Losses” 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, at no cost, 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, (B) such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further liability, and (C) such settlement or judgment is only for monetary damages. 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 2.4. Contribution.

(a) If the indemnification provided for in this Article 2 is unavailable to, or insufficient to hold harmless an Indemnified Party under Section 2.1(c), 2.1(d), 2.2(c) or 2.2(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 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.

(b) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.4 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 paragraph (a) above. The amount paid or payable by an Indemnified Party as a result of the Indemnifiable Losses referred to in paragraph (a) above 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. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 2.5. Limitations.

(a) Insurance Proceeds; Third Party Coverage. The amount of any Indemnifiable Losses 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 amounts actually recovered under the Indemnified Party's insurance policies) with respect to such Indemnifiable Losses. 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 Losses. 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 Indemnifiable Losses for which indemnification is provided in this Agreement after the full amount of such Indemnifiable Losses has been paid by an Indemnifying Party or after an Indemnifying Party has made a partial payment of such Indemnifiable Losses and the amount received from the third Person exceeds the remaining unpaid balance of such Indemnifiable Losses, 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 Losses plus the amount received from the third Person in respect thereof, less (Y) the full amount of such Indemnifiable Losses.

(b) Other Agreements. Notwithstanding any other provision hereof to the contrary, this Agreement is not intended to change the allocation of liability for any matter in any other existing or future agreement between any member of the FNT Group and any member of the FIS Group, to all of which this Agreement is hereby made subject. Without limiting the foregoing, for the avoidance of doubt, FIS shall have no liability hereunder for any liability or obligation of FNF that is the subject of the Assumption Agreement entered into between FNF and FNT as of the date hereof, it being understood that this sentence is not intended to limit any rights that FNT may have other than under this Agreement, including any right to pursue any

liability of FIS existing as a matter of law for indemnification, subrogation, contribution or reimbursement to the extent that FNF would have had such a right in connection with a liability or obligation of FNF assumed by FNT under the Assumption Agreement.

ARTICLE 3. MISCELLANEOUS

Section 3.1. Governing Law.

This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 3.2. Jurisdiction.

Subject to Section 3.3, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the parties irrevocably (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, (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 3.3. Dispute Resolution.

(a) Amicable Resolution. FIS and FNT 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 FNT 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 this Section 3.3(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 FNT, 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 FNT. 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 3.3(b) and 3.3(c).

(b) Mediation. If the Steering Committee is unable to resolve any Dispute as contemplated by Section 3.3(a), either FIS or FNT 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 FNT 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 3.3(a) or through mediation pursuant to Section 3.3(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 3.3(c). All Disputes submitted to arbitration pursuant to this Section 3.3(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the parties involved mutually agree to utilize an alternate set of rules, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. 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 FNT. 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 3.3 shall prevent either FIS or FNT 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, FNT or any member of either party’s Group.

(ii) Nothing in this Section 3.3 shall prevent either FIS or FNT 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 3.2, with respect to such matter.

(e) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, FIS and FNT are the only members of their respective Group entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to Section 2.3, this Section 3.3 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 3.3(e).

Section 3.4. Access to Information.

Upon reasonable notice, each party (the "Providing Party") shall furnish or cause to be furnished to the other party (the "Requesting Party") and its Representatives during normal business hours and at the expense of the Requesting Party such assistance and access to information, including all original agreements, documents, books, records and files, of the Providing Party and its subsidiaries as the Requesting Party shall reasonably request in connection with financial reporting and accounting matters, the preparation of and filing of any tax returns, reports or forms or the defense of any tax claim or assessment or Third-Party Claim, the preparation and filing of reports and other filings with any Governmental Entity or any other reasonable purpose, provided that such assistance and access does not unreasonably disrupt the normal operations of the Providing Party or any of its subsidiaries. Except as required by applicable law, all confidential information of the Providing Party so obtained by the Requesting Party shall be kept confidential by the Requesting Party.

Section 3.5. Notices.

Each party giving any notice required or permitted under this Agreement shall give the notice in writing and use one of the following methods of delivery to the party to be notified, at the address set forth below or another address of which the sending party has been notified in accordance with this Section 3.5: (a) personal delivery; (b) facsimile or teletype transmission with a reasonable method of confirming transmission; (c) commercial overnight courier with a reasonable method of confirming delivery; or (d) pre-paid, United States of America certified or registered mail, return receipt requested. Notice to a party is effective for purposes of this Agreement only if given as provided in this Section 3.5 and will be deemed given on the date that the intended addressee actually receives the notice.

If to FIS, to:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Fax : (904) 357-1005
Attention: Chief Executive Officer and General Counsel

If to FNT, to:

Fidelity National Title Group, Inc.
601 Riverside Ave.,
Jacksonville, FL 32207
Fax: (904) 854-4380
Attention: Chief Executive Officer and General Counsel

Section 3.6. Binding Effect and Assignment.

This Agreement binds and benefits the parties and their respective successors and assigns. Neither party may assign any of its rights or delegate any of its obligations under this Agreement 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, either party may assign this Agreement in connection with a merger transaction in which such party is not the surviving entity or the sale of all or substantially all of its assets.

Section 3.7. Severability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Section 3.8. Entire Agreement.

This Agreement (and the other agreements executed and delivered by the parties in connection with the SEDA and the Merger Agreement) contain the entire agreement and understanding between the parties with respect to the subject matter hereof. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

Section 3.9. 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 3.10. Expenses.

Except as otherwise set forth herein, each party shall bear its own costs incurred in connection with this Agreement.

Section 3.11. 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 3.12. 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 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, 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 3.13. Authority.

Each party represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

Section 3.14. Construction of Agreement.

(a) Where this Agreement states that a party "will" or "shall" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement.

(b) 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. 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.

(c) 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 all 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 all parties hereto.

(d) This Agreement is for the sole benefit of the parties hereto and their respective Group members and, except for the indemnification rights of the FIS Indemnified Parties and the FNT Indemnified Parties under this Agreement, does not, and is not intended to, confer any legal or equitable rights, remedies or claims in favor of any Person (including any employee or stockholder of FIS or FNT) other than the parties signing this Agreement and their respective Group members.

(e) 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.

(f) Any reference in this Agreement to a “member” of a Group means a party to this Agreement or another Person referred to in the definition of FNT Group or FIS Group, as applicable.

Section 3.15. Termination.

This Agreement may be terminated only by written agreement executed by both FNT and FIS.

[signatures on following page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer on the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle

Michael L. Gravelle

Executive Vice President - Legal

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park

Anthony J. Park

Executive Vice President and Chief Financial Officer

TRANSITION LICENSE AGREEMENT

This **TRANSITION LICENSE AGREEMENT** (this “Agreement”), dated as of October 23, 2006 (the “Effective Date”), is entered into by and between **FIDELITY NATIONAL TITLE GROUP, INC.**, a Delaware corporation (“FNT”), and **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (“FIS”). FNT and FIS are each herein referred to as a “Party” and together, as the “Parties.”

WITNESSETH:

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the “Distribution Agreement”), between Fidelity National Financial, Inc., a Delaware corporation (“FNF”), and FNT, and the consummation of the transactions contemplated by that certain the Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the “FIS Merger Agreement”), between FNF and FIS, the Parties wish to enter into this agreement; and

WHEREAS, FNT has the authority and power, or has caused members of the FNT Group to authorize and empower FNT, to deliver the rights herein granted to FIS, and FIS has the authority and power, or has caused members of the FIS Group to authorize and empower FIS, to deliver the rights herein granted to FNT;

NOW, THEREFORE, in consideration of the premises, and of the cross representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Certain Definitions

- (a) “Competitors” for FNT shall mean those companies set forth on Schedule 1 and for FIS shall mean those companies set forth on Schedule 2.
- (b) “Dispute” has the meaning set forth in Section 8.
- (c) “Expiration Date” has the meaning set forth in Section 9.
- (d) “FIS Group” means FIS, Subsidiaries of FIS, and each Person that FIS directly or indirectly controls (within the meaning of the Securities Act) immediately after the Effective Date, and each other Person that becomes an Affiliate of FIS after the Effective Date.
- (e) “FNT Group” means FNT, Subsidiaries of FNT, and each Person that is an Affiliate of FNT (other than FNF or any member of the FIS Group) immediately after the Effective Date, and each other Person that becomes an Affiliate of FNT after the Effective Date.

- (f) “FNT Marks” has the meaning set forth in Section 2.
- (g) “Intercompany Agreements” means the following agreements each executed on or about, and dated as of, the Effective Date, unless otherwise indicated herein
- (i) the Master IT Services Agreement (as hereinafter defined);
 - (ii) the Amended and Restated Corporate Services Agreement between FNT and FIS;
 - (iii) the Intellectual Property Cross License Agreement between FNT and FIS;
 - (iv) the Trademark Assignment Agreement made by FNF Intellectual Property Holdings, Inc., a subsidiary of FNT, to and in favor of FIS
 - (v) the Amended and Restated OTS and OTS GOLD Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;
 - (vi) the Amended and Restated SIMON Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;
 - (vii) the Amended and Restated TEAM Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;
 - (viii) the Amended and Restated SoftPro Software License Agreement between Fidelity National Information Solutions, Inc. and FNT;
 - (ix) the eLender Services Agreement, among FNT, FIS, LSI Title Company and Rocky Mountain Support Services, Inc. regarding “eLender Solutions” and LSI;
 - (x) the Amended and Restated TitlePoint Software Development and Property Allocation Agreement between Rocky Mountain Support Services, Inc. and Property Insight, LLC;
 - (xi) the Title Plant Maintenance Agreement dated as of March 4, 2005 by and among Rocky Mountain Support Services, Inc., Security Union Title Insurance Company, Chicago Title Insurance Company, Tigor Title Insurance Company;
 - (xii) the Amended and Restated Master Title Plant Access Agreement between Property Insight, LLC and Rocky Mountain Support Services, Inc.;
 - (xiii) the Title Plant Management Agreement dated as of May 17, 2005 between Property Insight, LLC and Tigor Title Insurance Company of Florida;
 - (xiv) the Amended and Restated Title Plant Master Services Agreement between Rocky Mountain Support Services, Inc. and Property Insight, LLC;
 - (xv) the Amended and Restated Starters Repository Access Agreement between FNT and Fidelity National Information Services, LLC;
 - (xvi) the Amended and Restated Back Plant Repository Access Agreement between FNT and Fidelity National Information Services, LLC;
 - (xvii) the Amended and Restated Lease Agreement between Fidelity Information Services, Inc. and FNT;
 - (xviii) the SubLease Agreement between FNT and Fidelity Information Services, Inc.;

(xix) the Property Management Agreement between FNT and Fidelity Information Services, Inc.;

(xx) the Telecommunications Services Agreement between FNT and Fidelity Information Services, Inc.; and

(xxi) any other agreement that would fall within the definition of “Intercompany Agreements” in the FIS Merger Agreement, as amended and as may hereafter be amended from time to time.

- (h) “Master IT Services Agreement” means the Master Information Technology Agreement dated as of February 1, 2006 by and between FNT and Fidelity Information Services, Inc., a subsidiary of FIS.
- (i) “Party” has the meaning set forth in the preamble.
- (j) “Person” means (i) for all Sections of this Agreement, except in the context of “Sale of FIS”, an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency, or political subdivision thereof and (ii) for “Sale of FIS”, the meaning set forth in the definition for “Sale of FIS.”
- (k) “Sale of FIS” means an acquisition by any Person (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”) and used in Sections 13(d) and 14(d) thereof (“Person”)) of Beneficial Ownership (within the meaning of Rule 13d-3 under the Exchange Act (“Beneficial Ownership”)) of 50% or more of either the then outstanding shares of FIS common stock or the combined voting power of the then outstanding voting securities of FIS entitled to vote generally in the election of directors; excluding, however, the following: (A) any acquisition directly from FIS, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from FIS or (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by FIS or a member of the FIS Group.
- (l) “Subsidiary” means, with respect to any specified Person, any corporation or other legal entity of which such Person controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body.
- (m) “Unauthorized Access” has the meaning set forth in Section 7.

2. Grant of License to Use Certain FNT Marks

- (a) *Grant of License.* Subject to the terms, conditions and limitations contained herein, FNT hereby grants to FIS for the term of this Agreement a non-exclusive, worldwide, revocable, royalty-free license, to use, display and reproduce (i) the name “Fidelity National Financial” and (ii) FNT’s “house” logo (collectively, the “FNT Marks”), terminable as provided in Section 9.

- (b) *License Restrictions and Limitations.* The Parties acknowledge that the purpose of the license granted hereunder is intended only to permit FIS's use of the FNT Marks during the transition period immediately after the consummation of the transactions contemplated by the Merger, so that FIS can undertake an orderly changeover from use of the FNT Marks to use of marks, logos and other intellectual property owned by FIS (or by Persons other than FNT). As a result, during the term of this Agreement, FIS's use of the FNT Marks is limited to incidental, non-substantive use, such as use by FIS of previously-available corporate materials, stationary, bags, umbrellas, shirts and other corporate memorabilia and paraphernalia bearing the "Fidelity National Financial" name and/or the "house" logo. In no event shall (i) FIS create, reproduce or arrange for the creation or reproduction of any of the FNT Marks, or (ii) FIS use the FNT Marks in any advertising or marketing materials. FIS shall use its commercially reasonable efforts to terminate its use of the FNT Marks as soon as reasonably possible, provided that FIS shall not be obligated to expend monies to revise or reprint corporate incidentals that bear any of the FNT Marks, such as corporate shirts, coasters, bags, etc.
- (c) *Quality Control.* FIS and each sublicensee of an FNT Mark hereunder shall assure that the nature and quality of products and services that use any of the FNT 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 FNT prior to the date hereof. FNT may from time to time request, and FIS agrees to reasonably provide, samples of materials and other information regarding FIS's use of the FNT Marks, which samples shall be used only for the purpose of verifying FIS's compliance with quality control. The Parties shall mutually agree upon and comply with other guidelines for reasonable usage of the FNT Marks. All goodwill arising from its use of the FNT Marks shall inure solely to the benefit of FNT, and neither during, nor after, termination of this Agreement shall FIS or any sublicensee assert any claim to such goodwill. Additionally, FIS, for itself and for each of its sublicensees, agrees not to take any action that would be detrimental to the goodwill associated with the FNT Marks.
- If FNT shall give written notice to FIS 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 FIS's receipt of such notice, (i) the failure has not been cured or (ii) a reasonable plan of cure has not been presented by FIS to FNT, and FIS (or sublicensee) has not begun to implement such plan, then FNT may suspend all rights for use of the FNT Marks by FIS 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 FNT Marks to such user shall terminate. If a license is so terminated, FIS may not issue a new sublicense for any FNT Mark to such sublicensee without prior written consent of FNT.
- (d) *Sublicense Limitations.* The license granted by FNT to FIS hereunder is subject to the right of sublicense (without further consent from FNT) in accordance with the following limitations:
- (i) Sublicenses may be granted hereunder by FIS solely to members of the FIS Group, effective upon written notice to FNT, which notice discloses the name and

address of the sublicensee. Notwithstanding the forgoing, FIS shall not grant sublicenses, directly or indirectly, of the FNT Marks to a Competitor of FNT or any FNT Subsidiary.

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

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

(e) *Inconsistency with Intercompany Agreement.* In the event of a conflict or inconsistency between the terms of this Agreement and any other Intercompany Agreement concerning or implicating the licensing of the FNT Marks, the terms of this Agreement will govern.

3. Copies; Alternations and Variations. In addition to any copies that FIS or its sublicensee may make as otherwise permitted hereunder, FIS or its sublicensee may make such number of copies of the FNT Marks as reasonably deemed necessary by it for backup or disaster recovery. FIS shall not remove, obscure or materially vary (or permit its sublicensees to remove, obscure or materially vary) any of the FNT Marks. Copies of the FNT Marks shall be subject to the terms and conditions of this Agreement.

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

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

6. Limitations

(a) *No Warranty.* EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, ANY LICENSE GRANTED HEREUNDER IS "AS IS"; FNT (NOR ANY PERSON WITHIN THE FNT GROUP), NOR ANY OF ITS OFFICERS, DIRECTORS EMPLOYEES OR AGENTS MAKES ANY REPRESENTATION OR WARRANTY, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, WITH RESPECT TO THE LICENSE

GRANTED HEREUNDER, INCLUDING ANY REPRESENTATION AS TO: (i) A PARTY'S RIGHT TO GRANT LICENSES, (ii) THE SCOPE OF FNT MARKS FOR ANY SPECIFIC GOODS OR SERVICES, OR (iii) THE TITLE OF THE FNT MARKS OR ABSENCE OF ANY THIRD PARTY INFRINGEMENT OF SUCH FNT MARKS. FNT DOES NOT UNDERTAKE ANY COMMITMENT TO MAINTAIN OR DEFEND ITS RIGHTS IN ANY OF THE FNT MARKS.

- (b) *No Damages.* IN NO EVENT WILL ANY PARTY HEREUNDER BE LIABLE TO THE OTHER PARTY HEREUNDER FOR DAMAGES IN THE FORM OF SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF BUSINESS, DATA, GOODWILL OR OTHERWISE, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7. Unauthorized Use. FIS shall and shall cause its sublicensees to: (1) notify FNT promptly of any unauthorized possession, use, or knowledge of the FNT Marks by any Person which shall become known to it or any attempt to use or acquire knowledge of any FNT Marks without authorization (collectively, "*Unauthorized Access*"), (2) promptly furnish to FNT full details of the Unauthorized Access and use reasonable efforts to assist FNT in investigating or preventing the reoccurrence of any Unauthorized Access, (3) cooperate with FNT in any litigation and investigation against third parties deemed necessary by FNT to protect its proprietary rights, and (4) promptly take affirmative action to prevent a reoccurrence of any such Unauthorized Access.

8. Dispute Resolution

- (a) *Amicable Resolution.* The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement (including, without limitation, any use of the FNT Marks), then the Dispute, upon written request of either Party, will be referred for resolution to the General Counsels of the Parties, which General Counsels will have ten (10) days to resolve such Dispute.
- (b) *Mediation.* In the event any Dispute cannot be resolved in a friendly manner as set forth in Section 8(a), the Parties intend that such Dispute be resolved by mediation. If the General Counsels of the Parties are unable to resolve the Dispute as contemplated by Section 8(a), either Party may demand mediation of the Dispute by written notice to the other in which case the two Parties will select a single mediator within ten (10) days after the demand. Neither Party may unreasonably withhold consent to the selection of the mediator. Each Party will bear its own costs of mediation but both Parties will share the costs of the mediator equally.

- (c) *Arbitration.* In the event that the Dispute is not resolved pursuant to Section 8(a) or through mediation pursuant to Section 8(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(c). All Disputes submitted to arbitration pursuant to this Section 8(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either Party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the Arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by the Parties. If the Parties fail to agree on an arbitrator thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of any Party to the dispute or difference, appoint the arbitrator. Any order or determination of the arbitral tribunal shall be final and binding upon the Parties to the arbitration as to matters submitted and may be enforced by any Party to the Dispute in any court having jurisdiction over the subject matter or over any of the Parties. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. The use of any alternative dispute resolution procedures hereunder will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.
- (d) *Non-Exclusive Remedy.* FNT and FIS acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement by FIS or misuse of the FNT Marks by FIS. Accordingly, nothing in this Section 8 will prevent FNT from immediately seeking injunctive or interim relief in the event (A) of any actual or threatened breach of any provisions of this Agreement or (B) that the Dispute relates to, or involves a claim of, actual or threatened infringement of any of the FNT Marks. All actions for such injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 10(g). Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement.
- (e) *Commencement of Dispute Resolution Procedure.* Notwithstanding anything to the contrary in this Agreement, the Parties, but none of their respective Subsidiaries, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 8 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.
- (f) *Covenant Not to Sue.* Notwithstanding the provisions of this Section 8, FNT hereby agrees that until the earlier of (i) the first anniversary following the date on which William P. Foley, II is no longer the Executive Chairman of FIS and FNT, or (ii) the fifth

anniversary of the closing of the Merger, FNT will not commence any action in any court of law or equity in any jurisdiction against FIS or any member of the FIS Group for improper incidental use of the FNT Marks; provided however, that this shall not preclude FNT from commencing legal action (the form and substance of which shall be in the sole discretion of FNT) in the event that FIS or any sublicense of FIS uses any FNT Mark in any advertising, marketing or other material commercial manner.

9. Term and Termination

- (a) *Term.* This license granted under this Agreement shall expire and be of no further force or effect on the first anniversary of the Effective Date (the “Expiration Date”).
- (b) *Termination as a result of Disaffiliation.* In the event of a Sale of FIS, then the license granted under Section 2 shall terminate, subject to the transition period described in Section 9(d). If a member of the FIS Group ceases to be a member of the FIS Group, then (x) this all sublicenses from FIS to such member granted pursuant to FIS’s rights under Section 2 shall terminate, subject to the transition period described in Section 9(d).
- (c) *Termination for Insolvency.* In the event that:
- (i) FIS or, if applicable, an FIS 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) FIS or, if applicable, an FIS 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 FIS or, if applicable, an FIS 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 FIS 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 FNT may, by giving notice thereof to FIS, exercise any termination right, and such termination shall become effective as of the date specified in such termination notice; provided that where the conditions of this Section 9(c) are met only as to an FIS Subsidiary to which a sublicense hereunder has been granted, then FNT's rights of termination are limited only to such FIS Subsidiary.

- (d) *Transition Upon Termination.* Upon any termination or expiration of any licenses or sublicenses for the FNT Marks granted under this Agreement, FIS shall, and shall cause its applicable sublicensees to, promptly cease all use of the applicable FNT Marks; provided that in the event of such termination by reason of a Sale of FIS, then FNT shall provide written notice to FIS of the termination of all licenses and sublicenses of FNT 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 Expiration Date), and upon such termination, FIS shall have ceased and shall have caused its sublicensees to cease, all use of the applicable FNT Marks.
- (e) *Abandonment.* If FNT or a transferee intends to abandon all use of all marks containing the word "Fidelity," FNT or such transferee shall provide written notice to FIS of its intention to abandon such marks and FIS will have a right to make an offer for the assignment of such marks and FNT will negotiate in good faith, solely with FIS, for the subsequent thirty (30) days, to conclude a mutually satisfactory transaction with respect to such assignment. If, at any time after providing such notice of its intention to abandon such marks, FNT or a transferee proposes to assign such marks, or any significant subset thereof, to a Person not affiliated with FNT or such transferee, FIS shall be extended a right of first refusal to acquire any transferable rights that FNT may have in such marks, which right shall be for a thirty (30) day period from the date of receipt of written notice of such proposal to assign such marks. If prior to expiration of the 30 day period, FIS has not provided written notice to FNT of its agreement to exercise such right, FNT or a transferee may offer or assign such Marks to any other Person.
- (f) *Survival.* The terms of Sections 4, 6, 8, 9(d), 9(f), and 10 shall survive termination of this Agreement or any licenses or sublicenses granted hereunder.

10. Miscellaneous Provisions

- (a) *Notices.* Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next business day if sent by overnight courier, and addressed as set forth below:

If to FNT, to:

Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to FIS, to:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section 10(a).

- (b) *Relationship of the Parties.* It is expressly understood and agreed that FNT and FIS are not partners or joint venturers, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to rights granted herein. With respect to this Agreement, neither Party is an agent of the other nor has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.
- (c) *Employees.* As between the Parties, each Party shall be responsible for payment of compensation to its employees those of its subsidiaries, for any injury to them in the course of their employment, and for withholding or payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.
- (d) *Assignment.* Neither Party may assign, transfer or convey any right, obligation or duty, under this Agreement (other than those rights as between the Parties explicitly set forth herein) without the prior written consent of the other Party.
- (e) *Severability.* In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.
- (f) *Third Party Beneficiaries.* The provisions of this Agreement are for the benefit of the Parties and their affiliates and not for any other Person. However, should any third party institute proceedings, this Agreement shall not provide any such Person with any remedy, claim, liability, reimbursement, cause of action, or other right.

- (g) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State's laws and principles regarding the conflict of laws. Subject to Section 8, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.
- (h) *Executed in Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document. The Parties may elect to rely upon facsimile signatures but shall promptly, at the request of either Party at any time prior to the first anniversary hereof, distribute to the other pages bearing holographic signatures in all respects identical to those distributed by facsimile.
- (i) *Construction.* The headings and numbering of articles, sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions. The Exhibits and the Schedules to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. The inclusion of a matter or item in any Schedule to this Agreement shall not, for any purpose of this Agreement, be deemed to be the inclusion of such matter or item on any other Schedule to this Agreement.
- (j) *Entire Agreement.* This Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof including any earlier license of the FNT Marks.
- (k) *Amendments and Waivers.* The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

- (l) *Remedies Cumulative.* Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.
- (m) *Title 11.* The licenses to the FNT Marks granted hereunder are, for all purposes of Section 365(n) of Title 11 of the United States Code (“Title 11”) and to the fullest extent permitted by law, licenses of rights to “intellectual property” as defined in Title 11. All Parties agree that the licensee of any rights under this Agreement shall retain and may fully exercise all of its applicable rights and elections under Title 11.
- (n) *UN Convention Disclaimed.* The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- (o) *Effectiveness.* Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Closing, as defined in the Distribution Agreement, occurs and the transactions contemplated thereby are consummated.

[signature page to follow]

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

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park
Anthony J. Park
Executive Vice President and Chief Financial Officer

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
Michael L. Gravelle
Executive Vice President — Legal

Transition License Agreement
Schedule 1 – FNT Competitors

1. The First American Corporation
2. Land America Financial Group, Inc.
3. Stewart Information Services Corp.

Transition License Agreement

Schedule 2 – FIS Competitors

1. Accenture Corp.
2. Fiserv Corporation
3. International Business Machines
4. First Data Corporation

INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT

This **INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT** (this "Agreement"), dated as of October 23, 2006 is entered into by and between **Fidelity National Title Group, Inc.**, a Delaware corporation ("FNT"), and **Fidelity National Information Services, Inc.**, a Georgia corporation ("FIS"). FNT and FIS are each herein referred to as a "Party" and together, as the "Parties."

WITNESSETH:

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement") between Fidelity National Financial, Inc., a Delaware corporation ("FNF"), and FNT, and the consummation of the transactions contemplated by that certain Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FIS Merger Agreement"), between FNF and FIS, the Parties wish to enter into this agreement; and

WHEREAS, FNT has the authority and power, or has caused members of the FNT Group to authorize and empower FNT, to deliver the rights herein granted to FIS, and FIS has the authority and power, or has caused members of the FIS Group to authorize and empower FIS, to deliver the rights herein granted to FNT;

NOW, THEREFORE, in consideration of the premises, and of the cross representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Certain Definitions

- (a) "Competitors" for FNT shall mean those companies set forth on Schedule 1 and for FIS shall mean those companies set forth on Schedule 2.
- (b) "Confidential Information" has the meaning set forth in Section 7(a).
- (c) "Dispute" has the meaning set forth in Section 8(a).
- (d) "FIS Group" means FIS, Subsidiaries of FIS, and each Person that FIS directly or indirectly controls (within the meaning of the Securities Act) immediately after the Effective Date, and each other Person that becomes an Affiliate of FIS after the Effective Date.
- (e) "FIS Trade Secrets" has the meaning set forth in Section 2(a).

- (f) “FNT Group” means FNT, Subsidiaries of FNT, and each Person that is an Affiliate of FNT (other than FNF or any member of the FIS Group) immediately after the Effective Date, and each other Person that becomes an Affiliate of FNT after the Effective Date.
- (g) “FNT Trade Secrets” has the meaning set forth in Section 2(a).
- (h) “Granting Party” has the meaning set forth in Section 2(a).
- (i) “Granting Party Group” means (i) the FNT Group in those instances where FNT is the Licensor Party and (ii) the FIS Group in those instances where FIS is the Licensor Party.
- (j) “Intercompany Agreements” means the following agreements each executed on or about, and dated as of, the Effective Date, unless otherwise indicated herein:
 - (i) the Master IT Services Agreement (as hereinafter defined);
 - (ii) the Amended and Restated Corporate Services Agreement between FNT and FIS;
 - (iii) the Transition License Agreement between FNT and FIS;
 - (iv) the Trademark Assignment Agreement made by FNF Intellectual Property Holdings, Inc., a subsidiary of FNT, to and in favor of FIS
 - (v) the Amended and Restated OTS and OTS GOLD Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;
 - (vi) the Amended and Restated SIMON Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;
 - (vii) the Amended and Restated TEAM Software License Agreement between Rocky Mountain Support Services, Inc. and Fidelity National Tax Services, Inc.;
 - (viii) the Amended and Restated SoftPro Software License Agreement between Fidelity National Information Solutions, Inc. and FNT;
 - (ix) the eLender Services Agreement, among FNT, FIS, LSI Title Company and Rocky Mountain Support Services, Inc. regarding “eLender Solutions” and LSI;
 - (x) the Amended and Restated TitlePoint Software Development and Property Allocation Agreement between Rocky Mountain Support Services, Inc. and Property Insight, LLC;
 - (xi) the Title Plant Maintenance Agreement dated as of March 4, 2005 by and among Rocky Mountain Support Services, Inc., Security Union Title Insurance Company, Chicago Title Insurance Company, Ticor Title Insurance Company;
 - (xii) the Amended and Restated Master Title Plant Access Agreement between Property Insight, LLC and Rocky Mountain Support Services, Inc.;
 - (xiii) the Title Plant Management Agreement dated as of May 17, 2005 between Property Insight, LLC and Ticor Title Insurance Company of Florida;
 - (xiv) the Amended and Restated Title Plant Master Services Agreement between Rocky Mountain Support Services, Inc. and Property Insight, LLC;

- (xv) the Amended and Restated Starters Repository Access Agreement between FNT and Fidelity National Information Services, LLC;
- (xvi) the Amended and Restated Back Plant Repository Access Agreement between FNT and Fidelity National Information Services, LLC;
- (xvii) the Amended and Restated Lease Agreement between Fidelity Information Services, Inc. and FNT;
- (xviii) the SubLease Agreement between FNT and Fidelity Information Services, Inc.;
- (xix) the Property Management Agreement between FNT and Fidelity Information Services, Inc.;
- (xx) the Telecommunications Services Agreement between FNT and Fidelity Information Services, Inc.; and
- (xxi) any other agreement that would fall within the definition of “Intercompany Agreements” in the FIS Merger Agreement, as amended and as may hereafter be amended from time to time.

- (k) “Licensee Party” has the meaning set forth in Section 2(a).
- (l) “Licensee Party Group” means (i) the FNT Group in those instances where FNT is the Licensee Party and (ii) the FIS Group in those instances where FIS is the Licensee Party.
- (m) “Master IT Services Agreement” means the Amended and Restated Master Information Technology Agreement dated as of February 1, 2006 by and between FNT and Fidelity Information Services, Inc., a subsidiary of FIS.
- (n) “Party” has the meaning set forth in the preamble.
- (o) “Person” means (i) for all Sections of this Agreement, except in the context of “Sale of FIS”, an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency, or political subdivision thereof and (ii) for “Sale of FIS”, the meaning set forth in the definition for “Sale of FIS.”
- (p) “Sale of FIS” means an acquisition by any Person (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”) and used in Sections 13(d) and 14(d) thereof (“Person”)) of Beneficial Ownership (within the meaning of Rule 13d-3 under the Exchange Act (“Beneficial Ownership”)) of 50% or more of either the then outstanding shares of FIS common stock or the combined voting power of the then outstanding voting securities of FIS entitled to vote generally in the election of directors; excluding, however, the following: (A) any acquisition directly from FIS, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from FIS or (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by FIS or a member of the FIS Group.

- (q) “Subsidiary” means, with respect to any specified Person, any corporation or other legal entity of which such Person controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body.
- (r) “Trade Secret” means each of the FNT Trade Secrets and the FIS Trade Secrets.
- (s) “Unauthorized Access” has the meaning set forth in Section 7(b).

2. Reciprocal Grants

- (a) *Reciprocal Grant of Rights.* Each Party grants hereby certain rights in Trade Secrets as set forth herein and, with respect to such rights, shall be termed the “Granting Party”; with respect to such rights, the grantee shall be termed the “Licensee Party.” Any sublicense granted pursuant hereto shall comply with Section 2(b) below.
 - (i) FIS hereby grants to FNT an irrevocable, non-terminable (except as set forth herein), non-exclusive, worldwide, royalty-free license, to use, sublicense, make, create improvements of, market, sell and exploit any other rights of ownership now existing or hereafter created with respect to goods and services using or arising from know-how or trade secrets owned by a member of the FIS Group and used by a member of the FNT Group prior to the Effective Date (the “FIS Trade Secrets”), subject to the terms and conditions hereof.
 - (ii) FNT hereby grants to FIS an irrevocable, non-terminable (except as set forth herein), non-exclusive, worldwide, royalty-free license, to use, sublicense, make, create improvements of, market, sell and exploit any other rights of ownership now existing or hereafter created with respect to goods and services using or arising from trade secrets or know-how owned by a member of the FNT Group and used by a member of the FIS Group prior to the Effective Date (the “FNT Trade Secrets”), subject to the terms and conditions hereof.
- (b) *Sublicense Limitations.* Each grant hereunder is subject to the right of sublicense (without further consent from the Granting Party) in accordance with the following limitations:
 - (i) Sublicenses may be granted hereunder by a Licensee Party solely to members of the Licensee Party Group, effective upon written notice to the Granting Party, which notice discloses the specific Trade Secret that has been sublicensed and the name and address of the sublicensee. In no event shall a Licensee Party shall grant sublicenses, directly or indirectly, of the Trade Secrets of the Granting Party to a Competitor of the Granting Party or otherwise provide access to the Trade Secrets of the Granting Party to a Competitor of the Granting Party.
 - (ii) A Licensee Party may grant sublicenses to any Person who is not in the Licensee Party Group only upon prior written consent of the Granting Party.
 - (iii) The Licensee Party agrees to impose, on each of its sublicensees, obligations to comply with the terms of this Agreement, including without limitation, obligations

regarding confidentiality and the return and/or destruction of Trade Secrets and related documents and materials pursuant to Section 7 hereof and shall not permit any sublicensee to grant further sublicenses without the prior written approval of the Granting Party.

(iv) A Licensee Party (A) shall be and remain liable to the Granting Party for each sublicensee of the Licensee Party and any breach of the terms of the applicable sublicense and this Agreement and (B) shall use its commercially reasonable best efforts to minimize any damage (current and prospective) done to the Granting Party as a result of any such breach.

- (c) *Inconsistency with Intercompany Agreement.* In the event of a conflict or inconsistency between the terms of this Agreement and any other Intercompany Agreement concerning or implicating the licensing of Trade Secrets, the terms of such Intercompany Agreement will govern.

3. Derivative Works

Title to a derivative work created pursuant to the Master IT Services Agreement shall be determined solely pursuant to the Master IT Services Agreement and shall not be deemed a derivative work under this Agreement.

4. Ownership

- (a) *Ownership by FNT.* For clarification purposes, any FNT Trade Secret shall at all times be exclusively owned, as between the Parties, by FNT, and the entities within the FIS Group shall have no rights, title or interest therein, other than the rights set forth in this Agreement.
- (b) *Ownership by FIS.* For clarification purposes, any FIS Trade Secret shall at all times be exclusively owned, as between the Parties, by FIS, and the entities within the FNT Group shall have no rights, title or interest therein, other than the rights set forth in this Agreement.
- (c) *Encumbrances Subject to Licenses.* For clarification purposes, a Party may sell or otherwise encumber or cause to sell or be encumbered any Trade Secret that it or a member of its Group (FNT Group or FIS Group, as applicable) owns; subject, however, to the licenses granted hereunder.

5. Enforcement; Infringement

- (a) *Infringement.* Each Party will notify the other Party promptly of any acts of infringement or unfair competition with respect to Granting Party's Trade Secrets of which a Party or any sublicensee of that Party becomes aware or obtains actual knowledge alleging in writing that the Granting Party's Trade Secrets or its use infringes the rights of a third party or constitutes unfair competition. In such event, the Parties will cooperate and cause their applicable sublicensees to cooperate, at each Party's own expense, with the other Party to defend or prosecute the claim. All costs and expenses of defending or prosecuting any such action or proceeding, together with any recovery therefrom, will be

borne by and accrue to the applicable Party or sublicensee that is party to the action or proceeding.

- (b) *Enforcement.* Each of FNT and FIS, as the case may be, will enforce any applicable contract rights relating to breach of a sublicense issued pursuant hereto relating to the Trade Secrets of the other Party. In the event that either FNT or FIS commences a proceeding or any other form of action for such purposes, FNT or FIS, as applicable, will cause the entities within the FIS Group or the FNT Group, respectively, to reasonably cooperate, at their own expense, with such entity to prosecute such action or proceeding. All costs and expenses of any such action or proceeding, together with any recovery therefrom, will be borne by and accrue to the applicable entity within the proceeding Party.

6. Limitations

- (a) *No Warranty.* EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, ANY LICENSE GRANTED HEREUNDER IS “AS IS”; NEITHER PARTY (NOR ANY PERSON WITHIN THE FNT GROUP OR THE FIS GROUP), NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS EMPLOYEES OR AGENTS MAKES ANY REPRESENTATION OR WARRANTY, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, WITH RESPECT TO TRADE SECRETS OR THE LICENSES GRANTED OR MADE HEREUNDER, INCLUDING ANY REPRESENTATION AS TO: (i) A PARTY’S RIGHT TO GRANT LICENSES, (ii) THE SCOPE OF RIGHTS IN TRADE SECRETS IN ANY SPECIFIC JURISDICTIONS, OR (iii) THE TITLE OF SUCH TRADE SECRET OR ABSENCE OF ANY THIRD PARTY INFRINGEMENT OF SUCH TRADE SECRET. NEITHER PARTY UNDERTAKES ANY COMMITMENT TO MAINTAIN OR DEFEND ITS TRADE SECRET.
- (b) *No Damages.* IN NO EVENT WILL ANY PARTY HEREUNDER BE LIABLE TO THE OTHER PARTY HEREUNDER FOR DAMAGES IN THE FORM OF SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF BUSINESS, DATA, GOODWILL OR OTHERWISE, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7. Confidentiality

- (a) *Confidential Information.* Each Party shall use, and shall cause its sublicensees to use, at least the same standard of care in the protection of Confidential Information of the other Party as it uses to protect its own confidential or proprietary information of a similar nature (provided that such Confidential Information shall be protected in at least a reasonable manner). For purposes of this Agreement, “Confidential Information” includes (1) all confidential or proprietary information and documentation of either Party, all reports, exhibits and other documentation, any financial information and (2) any FIS Trade Secrets and FNT Trade Secrets. Each Party shall use the Confidential Information

of the other Party only in connection with the purposes of this Agreement, including resolution of any Disputes in accordance with Section 8, and shall make such Confidential Information available, and shall cause its sublicensees to make such Confidential Information available, only to their respective employees, subcontractors, or agents having a “need to know” with respect to such purpose. Each Party shall advise, and shall cause its sublicensees to advise, their respective employees, subcontractors, and agents of such Party’s obligations under this Agreement. Except as otherwise required by the terms of this Agreement (including Section 9) or applicable law or national stock exchange rule, in the event of the expiration of this Agreement or termination of this Agreement for any reason all Confidential Information of a Party disclosed to, and all copies thereof made by, the other Party or the other Party’s sublicensees shall be returned to the disclosing Party or, at the disclosing Party’s option, erased or destroyed. The Party receiving the Confidential Information (or its sublicensee that received the Confidential Information) shall provide to the disclosing Party certificates evidencing such destruction. The obligations in this Section 7(a) will not restrict disclosure by a Party or its sublicensee pursuant to applicable law, or by order or request of any court or government agency; provided that, prior to such disclosure the receiving Party or its sublicensee shall (i) immediately give notice to the disclosing Party and (ii) cooperate with the disclosing Party in challenging the right to such access and (iii) only provide such information as is required by law, such order or a final, non-appealable ruling of a court of proper jurisdiction or with the written consent of the disclosing Party. Confidential Information of a Party will not be afforded the protection of this Agreement if such Confidential Information was (A) developed by the other Party or its sublicensees independently as shown by its written business records regularly kept, (B) rightfully obtained by the other Party or its sublicensees without restriction from a third party, (C) publicly available other than through the fault or negligence of the other Party or its sublicensees, or (D) released by the disclosing Party without restriction to anyone.

- (b) *Unauthorized Acts.* Each Party shall and shall cause its sublicensees to: (1) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information of the other Party by any Person which shall become known to it, any attempt by any Person to gain possession of Confidential Information of the other Party without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, “Unauthorized Access”), (2) promptly furnish to the other Party full details of the Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (3) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights, and (4) promptly take affirmative action to prevent a reoccurrence of any such Unauthorized Access.

8. Dispute Resolution

- (a) *Amicable Resolution.* The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance

thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement (including, without limitation, any use of the a Granting Party's Trade Secret by the Licensee Party Group, then the Dispute, upon written request of either Party, will be referred for resolution to the General Counsels of the Parties, which General Counsels will have ten (10) days to resolve such Dispute.

- (b) *Mediation.* In the event any Dispute cannot be resolved in a friendly manner as set forth in Section 8(a), the Parties intend that such Dispute be resolved by mediation. If the General Counsels of the Parties are unable to resolve the Dispute as contemplated by Section 8(a), either Party may demand mediation of the Dispute by written notice to the other in which case the two Parties will select a single mediator within ten (10) days after the demand. Neither Party may unreasonably withhold consent to the selection of the mediator. Each Party will bear its own costs of mediation but both Parties will share the costs of the mediator equally.
- (c) *Arbitration.* In the event that the Dispute is not resolved pursuant to Section 8(a) or through mediation pursuant to Section 8(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(c). All Disputes submitted to arbitration pursuant to this Section 8(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either Party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the Arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by the Parties. If the Parties fail to agree on an arbitrator thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of any Party to the dispute or difference, appoint the arbitrator. Any order or determination of the arbitral tribunal shall be final and binding upon the Parties to the arbitration as to matters submitted and may be enforced by any Party to the Dispute in any court having jurisdiction over the subject matter or over any of the Parties. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. The use of any alternative dispute resolution procedures hereunder will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.
- (d) *Non-Exclusive Remedy.* FNT and FIS acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or misuse of FNT Trade Secret or FIS Trade Secret within the FNT Group or the FIS Group, as the case may be, or the Confidential Information of FNT or FIS, as the case may be. Accordingly, nothing in this Section 8 will prevent either Party from immediately seeking

injunctive or interim relief in the event (A) of any actual or threatened breach of any confidentiality provisions of this Agreement or (B) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All actions for such injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 10. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement.

- (e) *Commencement of Dispute Resolution Procedure.* Notwithstanding anything to the contrary in this Agreement, the Parties, but none of their respective Subsidiaries, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 8 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.

9. Term and Termination

- (a) *Termination as a result of Disaffiliation.* If a member of a Licensee Party Group ceases to be a member of the Licensee Party Group, then all sublicenses from the Licensee Party to such member granted pursuant to the Licensee Party's rights under Section 2 shall terminate, subject to the transition period described in Section 9(c).
- (b) *Termination for Insolvency.*
- (i) In the event that:
- A) either Party or, if applicable, the subsidiary of such Party 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
- B) either Party or, if applicable, the subsidiary of such Party 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::
- A) a proceeding or case shall be commenced, without the application or consent of a Party or, if applicable, the subsidiary of such Party to which a sublicense hereunder has been granted, in any court of competent jurisdiction, seeking (i) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts under the Bankruptcy Code, (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of

such Party, or, if applicable, of such subsidiary, or of all or any substantial part of its property or assets under the Bankruptcy Code or (iii) similar relief in respect of such Party or, if applicable, such subsidiary under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days or more days; or

B) an order for relief against such Party shall be entered in an involuntary case under the Bankruptcy Code, which shall continue in effect for a period of sixty (60) days or more;

then the other Party may, by giving notice thereof to such Party, exercise any termination right, and such termination shall become effective as of the date specified in such termination notice; provided that where the conditions of this Section 9(b)(ii) are met only as to a subsidiary of such Party to which a sublicense hereunder has been granted, then the other Party's rights of termination are limited only to such subsidiary.

(c) *Termination of Trade Secret Licenses.*

(i) If, upon a Sale of FIS, FNT reasonably believes that any FNT Trade Secrets primarily related to the business of FNT may become available to a Competitor of FNT, FNT may terminate the license granted hereunder such FNT Trade Secrets upon a reasonable transition period for FIS to develop or acquire replacement know-how or trade secrets, provided that FNT compensates FIS in full for any loss or expenses that FIS bears in connection with such termination.

(ii) If, upon a Sale of FIS, FIS reasonably believes that any FIS Trade Secrets primarily related to the business of FIS may become available to a Competitor of FIS, FIS may terminate the license granted hereunder such FIS Trade Secrets upon a reasonable transition period for FNT to develop or acquire replacement know-how or trade secrets, provided that FIS compensates FNT in full for any loss or expenses that FIS bears in connection with such termination.

(d) *Survival.* The terms of Sections 3, 6, 7, 8, 9(c), and 10 shall survive termination of this Agreement or any licenses or sublicenses granted hereunder.

10. Miscellaneous Provisions

(a) *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:

If to FNT, to:

Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to FIS, to:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section 10(a).

- (b) *Relationship of the Parties.* It is expressly understood and agreed that FNT and FIS are not partners or joint venturers, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to rights granted herein. With respect to this Agreement, neither Party is an agent of the other and neither Party has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.
- (c) *Employees.* As between the Parties, each Party shall be responsible for payment of compensation to its employees those of its subsidiaries, for any injury to them in the course of their employment, and for withholding or payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.
- (d) *Assignment.* Neither Party may assign, transfer or convey any right, obligation or duty, under this Agreement (other than those rights as between the Parties explicitly set forth herein) without the prior written consent of the other Party.
- (e) *Severability.* In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.
- (f) *Third Party Beneficiaries.* Subject to the final sentence of Section 10(j), the provisions of this Agreement are for the benefit of the Parties and their affiliates and not for any other Person. However, subject to the final sentence of Section 10(j), should any third party institute proceedings, this Agreement shall not provide any such Person with any remedy, claim, liability, reimbursement, cause of action, or other right.

- (g) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State's laws and principles regarding the conflict of laws. Subject to Section 8, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.
- (h) *Executed in Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document. The Parties may elect to rely upon facsimile signatures but shall promptly, at the request of either Party at any time prior to the first anniversary hereof, distribute to the other pages bearing holographic signatures in all respects identical to those distributed by facsimile.
- (i) *Construction.* The headings and numbering of articles, sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions. The Exhibits and the Schedules to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. The inclusion of a matter or item in any Schedule to this Agreement shall not, for any purpose of this Agreement, be deemed to be the inclusion of such matter or item on any other Schedule to this Agreement.
- (j) *Entire Agreement.* This Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof including any earlier license of Trade Secrets by and between a member of the FNT Group and a member of the FIS Group. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.
- (k) *Amendments and Waivers.* The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. No

course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

- (l) *Remedies Cumulative.* Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.
- (m) *Title 11.* The licenses to Trade Secrets granted hereunder are, for all purposes of Section 365(n) of Title 11 of the United States Code (“Title 11”) and to the fullest extent permitted by law, licenses of rights to “intellectual property” as defined in Title 11. All Parties agree that the licensee of any rights under this Agreement shall retain and may fully exercise all of its applicable rights and elections under Title 11.
- (n) *UN Convention Disclaimed.* The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- (o) *Effectiveness.* Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Closing, as defined in the Distribution Agreement, occurs and the transactions contemplated thereby are consummated.

[signature page to follow]

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

FIDELITY NATIONAL TITLE GROUP, INC.

/s/ Anthony J. Park

Anthony J. Park

Executive Vice President and Chief Financial Officer

FIDELITY NATIONAL INFORMATION SERVICES, INC.

/s/ Michael L. Gravelle

Michael L. Gravelle

Executive Vice President - Legal

Intellectual Property Cross License Agreement

Schedule 1 – FNT Competitors

1. The First American Corporation
2. Land America Financial Group, Inc.
3. Stewart Information Services Corp.

Intellectual Property Cross License Agreement

Schedule 2 – FIS Competitors

1. Accenture Corp.
2. Fiserv Corporation
3. International Business Machines
4. First Data Corporation

MASTER ACCOUNTING AND BILLING AGREEMENT

This Master Accounting and Billing Agreement (“Agreement”) is made as of October 23, 2006 by and between **Fidelity National Title Group, Inc.**, a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as “Fidelity National Financial, Inc.” (together with its subsidiaries, “FNF”), and **Fidelity National Information Services, Inc.**, a Georgia corporation (together with its subsidiaries, “FIS”). FNF and FIS are herein referred to individual as a “Party” and, collectively, the “Parties”.

WHEREAS, the Parties and/or their subsidiaries have previously entered, contemporaneously herewith will enter, and hereafter may enter, into various agreements with each other relating to services, licenses, and other matters, including but not limited to corporate services agreements, a master information technology agreement, software use, software development and intellectual property licenses, a title plant maintenance agreement, starters and back plant repository agreements, a lease and sublease, a telecommunications services agreement, a property management agreement, an aircraft cost sharing agreement, and various cost sharing agreements (together with all other agreements between FNF and/or its subsidiaries, on the one hand, and FIS and/or its subsidiaries, on the other, that the Parties may hereafter enter into, each a “Intercompany Agreement” and collectively, the “Intercompany Agreements”); and

WHEREAS, in connection with the consummation of the transactions (the “Transactions”) contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the “Distribution Agreement”), between Fidelity National Financial, Inc., a Delaware corporation (“Old FNF”) and FNF, and the consummation of the transactions contemplated by that certain Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the “FIS Merger Agreement”), between Old FNF and FIS (pursuant to which Old FNF will merge with and into FIS), the Parties wish to set forth their agreement with regard to the process and procedures to be followed for billing of amounts owing between them from time to time;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. *Monthly Summary Statement for all Costs and Amounts Owing.*

(a) The Parties acknowledge it is their express intention to utilize one master accounting and billing procedure for all amounts that may be owing between them from time to time pursuant to any and all Intercompany Agreements. Until otherwise mutually agreed by the Parties, the Parties contemplate that the accounting and billing procedure applicable to the billing, invoicing and accounting for all amounts that may be owing or may become owing between them pursuant to any and all Intercompany Agreements shall be as set forth on

Schedule I hereto, or such revised version of Schedule I as may be agreed between the Parties from time to time.

(b) Inclusion or Exclusion of Particular Intercompany Agreements in the Monthly Summary Statement. It is the Parties express intention that the Monthly Summary Statement include the costs, expenses and obligations owing between the Parties under any and all Intercompany Agreements, as well as any other obligation owing between the Parties mutually designated by the Parties to be included on the Monthly Statement. However, at any time, upon the request of either Party, one or more particular Intercompany Agreement or other obligations may be excluded from the Monthly Summary Statement, for so long as the requesting Party shall desire. At any time and from time to time either Party may also request that one or more particular Intercompany Agreement or other obligations may be added to the Monthly Summary Statement and the other Party shall not unreasonably withhold its agreement to such request.

2. Term and Termination of this Agreement. This Agreement shall continue so long as any Intercompany Agreement remains in effect, unless otherwise terminated by the Parties pursuant hereto. This Agreement may be terminated at any time by either Party, upon not less than 60 days' prior written notice.

3. Confidentiality. Each Party shall keep confidential any and all information concerning the other Party which it may obtain pursuant to the activities described in this Agreement, 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 3 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.

4. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Florida, without regard to the conflicts of laws provisions thereof.

(b) Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same instrument.

(c) Successors, Assigns and Affiliates. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, assigns and affiliates. This Agreement may not be assigned by any Party without the prior consent of the other Parties.

(d) Notices. Any notice or other communication to be given or made under this Agreement (“Notice”) shall be in writing and shall be deemed received (i) when delivered personally, (ii) when sent by facsimile, if confirmed by overnight courier service delivered the next day, (iii) on the third business day following the sending thereof by overnight courier service, or (iv) on the third business day following the sending thereof by registered or certified mail, return receipt requested. All Notices shall be addressed to the addresses of the Party, or sent by facsimile to their facsimile numbers, as set forth on the signature pages hereof.

(e) Entire Agreement. This Agreement contains the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect thereto.

(f) Amendments. This Agreement may be amended only by an instrument in writing agreed to by each of the Parties hereto.

(g) Effect and Effectiveness. This Agreement shall become effective as of the date first above written. Nothing in this Agreement is intended to amend any substantive provision of any Intercompany Agreement, and it is the express intention of the Parties that this Agreement be interpreted solely as the Parties’ mutual desire and understanding with respect to the procedural accounting and billing aspects applicable to each of the Intercompany Agreements. To the extent that the provisions of this Agreement would interfere or conflict with the substantive provisions of any particular Intercompany Agreement, the provisions of the particular Intercompany Agreement shall prevail. Furthermore, to the extent that the nature of the provisions of any particular Intercompany Agreement require that this Agreement’s provisions not be respected or applicable thereto, then this Agreement shall not apply to that particular Intercompany Agreement, but shall continue to apply to all other Intercompany Agreement, except to the extent otherwise agreed by the Parties.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first set forth above.

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park

Anthony J. Park

Executive Vice President and Chief Financial Officer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle

Michael L. Gravelle

Executive Vice President — Legal

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

SCHEDULE I
to the
MASTER ACCOUNTING AND BILLING AGREEMENT

effective as of October 23, 2006

Unless otherwise mutually agreed by the Parties, the Parties agree that the accounting and billing procedure applicable to the billing, invoicing and accounting for all amounts that may be owing between them pursuant to any and all Intercompany Agreements shall be as set forth

(a) Monthly Summary Statements. Subject to the provisions of Paragraphs (b) below, within 30 days after the end of each calendar month, (i) FNF shall prepare and deliver to the FIS chief accounting officer (or his/her designee) a monthly summary statement (each a "Monthly Summary Statement") setting forth all expenses, costs and fees incurred during the preceding calendar month, attributable or allocable to FIS and its subsidiaries, or otherwise owing by FIS to FNF, under all Intercompany Agreements, as well as all other agreements between designated to be included by the Parties and (ii) FIS shall prepare and deliver to the FNF chief accounting officer (or his/her designee) a Monthly Summary Statement setting forth all expenses, costs and fees incurred during the preceding calendar month, attributable or allocable to FNF and its subsidiaries, or otherwise owing by FNF to FIS, under all Intercompany Agreements, as well as all other agreements between designated to be included by the Parties. The specific form of the Monthly Summary Statement shall be as agreed to between the parties from time to time, acting with commercial reasonableness.

Upon receipt of a Monthly Summary Statement, each of FNF (on behalf of itself and its subsidiaries) and FIS (on behalf of itself and its subsidiaries) will review the applicable Monthly Summary Statements and offset the amounts owing, as shown on their respective Monthly Summary Statements for the same month, so that the net amount owing from the applicable Party can be determined (in any case, the "Monthly Net Amount"). The determination of the Monthly Net Amount owing each month shall be made by FNF within two (2) Business Days of delivery of the Monthly Summary Statements from each of FNF and FIS, and FNF shall provide FIS with a written statement of the Monthly Net Amount (the "Monthly Net Amount Statement").

Within ten (10) Business Days of the determination of the Monthly Net Amount, the chief accounting officers (or their designees) from each of FNF and FIS shall confer together regarding the Monthly Summary Statements and the Monthly Net Amount then owing. If the chief accounting officers (or their designees) agree that the Monthly Net Amount is correct, then within ten (10) Business Days after such conference and agreement, the Party owing the Monthly Net Amount shall cause immediately available funds to be transferred to or to the order of the other Party, in an amount equal to the Monthly Net Amount. If the chief accounting officers (or their designees) do not agree that the Monthly Net Amount is correct, or if either Party shall otherwise dispute any amounts shown on the applicable Monthly Summary Statement, then as soon as reasonably possible after the determination of the Monthly Net Amount but not later than

the tenth (10) Business Day thereafter, the disputing Party shall notify the other Party in writing of the nature and basis of the dispute and/or the amount of the adjustment requested.

The Parties shall use their reasonable best efforts to resolve the dispute but if the Parties are unable to resolve the dispute within twenty (20) Business Days after the determination date of the Net Amount, then the dispute resolution procedures set forth in Paragraph (c) below shall apply, provided that, in the event of any dispute regarding the amounts owing (and the use of the dispute resolution process with respect thereto), the Party owing the Monthly Net Amount shall nevertheless timely pay that portion of the Monthly Net Amount, as shown on the Monthly Net Amount Statement, that is not in dispute, it being understood that if the amount owing is later revised, then the excess amount so paid shall be either (i) promptly returned to the Party making the payment, in immediately available funds or (ii) applied to credit the revised Monthly Net Amount, as appropriate, and provided, further, that to the extent that any amount in dispute is not paid within sixty (60) days after the date on which the non-disputing Party is notified in writing of the dispute, then in addition to its liability for the disputed amounts, the Party that is ultimately determined to have been incorrect as to the amount so in dispute shall be liable to the other Party for interest, calculated on the amount in dispute ultimately determined to be incorrect, at a rate amount equal to one percent (1%) per annum above the “prime rate” as announced in the “Money Rates” section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the “prime rate” changes.

(b) Alternative Accounting and Billing Procedure Applicable at Present. Without limiting the applicability of the foregoing, the Parties agree that effective as of October 23, 2006 until otherwise requested by FIS, the following accounting and billing procedures shall apply, as an alternative to the procedures set forth in Paragraph (a) above:

Only one Monthly Summary Statement (the “Combined Monthly Summary Statement”) will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to each of FNF (and its subsidiaries) and FIS (and its subsidiaries) under all agreements between FNF (and/or any of its subsidiaries), on the one hand, and FIS (and/or any of its subsidiaries), on the other, incurred during the preceding calendar month. A copy of the Combined Monthly Summary Statement will be provided to FIS within 30 calendar days after the end of each calendar month. In addition to setting forth in detail the monthly amounts owing under each such agreement, the Combined Monthly Summary Statement will also set forth the calculation of the offsetting amounts owing, so that the net amount owing from the applicable Party can be determined (the Monthly Net Amount). Within ten (10) Business Days after receiving the Combined Monthly Summary Statement, the FIS chief accounting officer (or his/her designee) shall review the Combined Monthly Summary Statement and the Monthly Net Amount then owing. If the FIS chief accounting officer (or his/her designee) agrees that the Combined Monthly Summary Statement and the resulting Monthly Net Amount is correct, then within ten (10) Business Days after FIS’ receipt of the Combined Monthly Summary Statement, FIS shall notify FNF of its agreement to the Monthly Net Amount and the Party owing the Monthly Net Amount shall cause immediately available funds to be transferred to (or to the order of) the other Party, in an amount equal to the Monthly Net Amount. If the FIS chief accounting officers (or his/her designee) does not agree that the Combined Monthly Summary Statement and the

resulting Monthly Net Amount is correct, then before the tenth (10) Business Day after receiving the Combined Monthly Summary Statement, he/she shall notify FNF in writing of the nature and basis of his/her objections and, if known at the time, the amount of the adjustment(s) requested.

The Parties shall use their reasonable best efforts to resolve FIS' objections, but if the Parties are unable to resolve their differences within twenty (20) Business Days after FIS's receipt of the Combined Monthly Summary Statement, then the dispute resolution procedures set forth in Paragraph (c) below shall apply, provided that, in the event of any dispute regarding the amounts owing (and the use of the dispute resolution process with respect thereto), the Party owing the Monthly Net Amount shall nevertheless timely pay that portion of the Monthly Net Amount, as shown on the Monthly Net Amount Statement, that is not in dispute, it being understood that if the amount owing is later revised, then the excess amount so paid shall be either (i) promptly returned to the Party making the payment, in immediately available funds or (ii) applied to credit the revised Monthly Net Amount, as appropriate, and provided, further, that to the extent that any amount in dispute is not paid within sixty (60) days after the date on which the non-disputing Party is notified in writing of the dispute, then in addition to its liability for the disputed amounts, the Party that is ultimately determined to have been incorrect as to the amount so in dispute shall be liable to the other Party for interest, calculated on the amount in dispute ultimately determined to be incorrect, at a rate amount equal to one percent (1%) per annum above the "prime rate" as announced in the "Money Rates" section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the "prime rate" changes.

(c) Dispute Resolution.

(i) *Amicable Resolution.* The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this accounting and billing procedure (but not relating to the provisions of, or the substance and content of, any Intercompany Agreement), 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. Without limiting the foregoing, the Parties acknowledge and agree that the resolution of any dispute relating to the substantive provisions of any particular Intercompany Agreement shall be governed by the dispute resolution provision of the particular Intercompany Agreement in question.

(ii) *Mediation.* In the event any Dispute cannot be resolved in a friendly manner as set forth in Paragraph (c)(i), 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 Paragraph (c)(i), 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.

(iii) *Arbitration*. In the event that the Dispute is not resolved pursuant to Paragraph (c)(i) or through mediation pursuant to Paragraph (c)(ii), 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 Paragraph (c)(iii). All Disputes submitted to arbitration pursuant to this Paragraph (c)(iii) 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.

(iv) *Non-Exclusive Remedy*. Each of the Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or misuse of the Confidential Information of FNF or FIS, as the case may be. Accordingly, nothing in this Paragraph (c) 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 Agreement. 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 Agreement.

(v) *Commencement of Dispute Resolution Procedure*. Notwithstanding anything to the contrary in this Agreement, the Parties, but none of their respective Subsidiaries, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Paragraph (c) 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 Paragraph (c).