## EXHIBIT 10.3

# INTELLECTUAL PROPERTY AGREEMENT

BETWEEN

EQUIFAX INC.

AND

CERTEGY INC.

JUNE 30, 2001

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#### INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT ("Agreement"), dated as of June 30, 2001, is entered into by Equifax Inc., a Georgia corporation ("Equifax"), and Certegy Inc., a Georgia corporation ("Certegy").

#### BACKGROUND

- A. Certegy is a wholly owned subsidiary of Equifax formed among other reasons for the purpose of taking title to the intellectual property assets and  $\frac{1}{2}$ assuming the associated liabilities related to the business operations of the Certegy Group (as defined below).
- B. The Board of Directors of Equifax has determined that it is in the best interests of Equifax and its shareholders to transfer, assign and/or license to, or acquire on behalf of, Certegy and Designated Certegy Members (defined below), as part of the contribution to the capital of Certegy, certain intellectual property assets used in the business operations of the Certegy Group as described herein and currently utilized to operate the Certegy Business (as defined below), and to receive in exchange therefor the consideration described in the Distribution Agreement (as defined below).
- C. The Board of Directors of Certegy has determined that it is in the best interests of Certegy and its shareholders to transfer, assign and/or license to, or acquire on behalf of, Equifax and Designated Equifax Members (defined below) certain intellectual property assets.
- D. The parties intend that the Distribution (as defined in the Distribution Agreement) not be taxable to Equifax or its shareholders pursuant to Section 355 of the Code (as defined below).
- E. Equifax and its Affiliates (defined below) own certain intellectual property that is used in, or may be useful in, the conduct of the business operations of the Equifax Group (defined below) and/or the Certegy Group. Equifax and Certegy have determined that subject to the terms herein: (1) ownership of certain of such intellectual property shall be transferred to the entity specified in this Agreement on or before the Distribution Date (defined below); (2) certain intellectual property owned by Equifax and/or its Affiliates shall be licensed to the entity(ies) specified in this Agreement on or before the Distribution Date; and (3) the respective rights and obligations of Equifax and/or its Affiliates under certain Third Party Agreements (defined below) shall be acquired, assumed or otherwise transferred to the entity(ies) specified in this Agreement, subject to the consent of the applicable Third Party Provider (defined below).
- F. The parties have determined that it is necessary and desirable to describe the principal transactions required to effect the allocation of their respective intellectual property rights in conjunction with the Distribution and to set forth other agreements that will govern certain other matters regarding the parties' respective intellectual property rights following the Distribution.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I

### DEFINITIONS

Section 1.1. Definitions

As used herein, the following terms have the following meanings:

- (a) "Action" means any claim, suit, arbitration, inquiry, proceeding or investigation by or before any court, governmental or other regulatory or administrative agency or commission or any other tribunal.
- (b) "Affiliate" means, with respect to Equifax, any Person, which, whether directly or indirectly, is Controlled by or is under common Control with Equifax

prior to the Distribution Date.

- (c) "Certegy Business" means the businesses conducted by the members of the Certegy Group as of the Distribution Date.
- (d) "Certegy Continued Use Materials" means any and all IP Assets (other than Transferred Assets) owned and/or held by a member of the Equifax Group that satisfy each of the following criteria: (i) such IP Assets were used in the Certegy Business during the twelve (12) calendar months prior to the Distribution Date and for which a continuing business requirement exists on the Distribution Date, and (ii) such IP Assets or the services, information or deliverables produced with such IP Assets (A) are not made commercially available by the Equifax Group to third parties on the Distribution Date, and (B) are not made available to the Certegy Group after the Distribution Date pursuant to the Intercompany Data Purchase Agreement or the Transition Support Agreement.
- (e) "Certegy Enhancements" means software and/or associated documentation created by or for any member of the Certegy Group on or after the Closing Date, that provides processing capabilities, functionality or efficiencies, maintenance, bug fixes or updates not contained in the Transferred Equifax Assets as of the Closing Date and which is intended for use with and requires a portion of the Transferred Equifax Assets in order to function properly.
- (f) "Certegy Group" means the entities set forth on Exhibit A and any of their respective subsidiaries.

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- (g) "Certegy Indemnitees" has the meaning given in Section 7.2.
- (h) "Certegy Liabilities" means all unsatisfied Liabilities, whether arising before, on or after the Distribution Date, based upon or arising out of the ownership, use or possession by the Certegy Group of the Transferred Equifax Assets, the Licensed Equifax Materials or the Equifax Marks.
- (i) "Certegy Third Party Use Rights" means the rights granted to or secured for Equifax or one or more Designated Equifax Members pursuant to Section 3.1(b) (ii).
- (j) "Closing Date" means the Effective Time, as defined in the Distribution Agreement.
  - (k) "Code" means the Internal Revenue Code of 1986, as amended.
- (1) "Company Information" means collectively the Proprietary Information and the Confidential Information of the disclosing party. Company Information also includes information that has been disclosed to Equifax or any of its Affiliates prior to the Distribution Date, or to any member of either Group after the Distribution Date, by a third party subject to an obligation to treat such information as confidential or secret.
- (m) "Confidential Information" means any and all confidential business information of the disclosing party that does not constitute Proprietary Information and that is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy and confidentiality, including without limitation, the existence and nature of the relationship between the parties, employees of the disclosing party, and any and all additional information disclosed by the disclosing party to the receiving party as a result of the receiving party's access to and presence at the disclosing party's facilities.
- (n) "Control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of an entity, or other possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities by contract, or otherwise.
- (o) "Derivative Work" means a work based on one or more pre-existing works, including without limitation, a condensation, transformation, expansion or adaptation, that would constitute a copyright infringement if prepared without authorization of the owner of the copyright of such pre-existing work.
- (p) "Designated Certegy Member" means a member of the Certegy Group, as designated by Certegy in its sole discretion.
- (q) "Designated Equifax Member" means a member of the Equifax Group, as designated by Equifax in its sole discretion.
  - (r) "Disputes" has the meaning given in the Distribution Agreement.

- (s) "Distribution Agreement" means that certain Distribution Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.
- (t) "Distribution Date" means the day as of which the Distribution shall be effective, as determined by the Board of Directors of Equifax, or such committee

of such Board of Directors as shall be designated by the Board of Directors of Equifax.

- (u) "Divested Business" means the sale or other transfer of a member of either Group, or a portion of the business operations of any such member, to an unrelated third party after the Distribution Date.
- (v) "Equifax Business" means the businesses now or formerly conducted by Equifax and its present and former Affiliates, other than the Certegy Business.
- (w) "Equifax Continued Use Materials" means any and all IP Assets (other than Transferred Assets) owned and/or held by a member of the Certegy Group that satisfy each of the following criteria: (i) such IP Assets were used in the Equifax Business during the twelve (12) calendar months prior to the Distribution Date and for which a continuing business requirement exists on the Distribution Date, and (ii) such IP Assets or the services, information or deliverables produced with such IP Assets (A) are not made commercially available by the Certegy Group to third parties on the Distribution Date, and (B) are not made available to the Equifax Group after the Distribution Date pursuant to the Intercompany Data Purchase Agreement or the Transition Support Agreement.
- (x) "Equifax Enhancements" means software and/or associated documentation created by or for any member of the Equifax Group on or after the Closing Date, that provides processing capabilities, functionality or efficiencies, maintenance, bug fixes or updates not contained in the Transferred Certegy Assets on the Closing Date and which is intended for use with and requires a portion of the Transferred Certegy Assets in order to function properly.
- (y) "Equifax Group" means Equifax and its Affiliates existing on the Distribution Date and as modified from time to time thereafter, excluding all members of the Certegy Group.
  - (z) "Equifax Indemnitees" has the meaning given in Section 7.1.
- (aa) "Equifax Liabilities" means all unsatisfied Liabilities, whether arising before, on or after the Distribution Date, based upon or arising out of the ownership, use or possession by the Equifax Group of the Transferred Certegy Assets or the Licensed Certegy Materials.
  - (bb) "Equifax Marks" mean the Marks owned by Equifax or its Affiliates.
- (cc) "Equifax Third Party Use Rights" means the rights granted to or secured for Certegy or one or more Designated Certegy Members pursuant to Section 3.1(a) (ii).
  - (dd) "Group" means the Certegy Group and/or the Equifax Group.
  - (ee) "Indemnifiable Losses" has the meaning given in Section 7.1.

- (ff) "Indemnified Party" has the meaning given in Section 8.1.
- (gg) "Indemnifying Party" has the meaning given in Section 8.1.
- (hh) "Intercompany Data Purchase Agreement" means that certain Intercompany Data Purchase Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.
- (ii) "IP Assets" means all intellectual property rights in and to any ideas, trade secrets, specifications, designs, masks, mask works, copyrights, patents, Marks and other proprietary rights, of every kind and description, wherever located, including without limitation, all electronic circuit designs, works of authorship, databases, compositions of matter, computer software (whether such computer software constitutes custom software, firmware or systems created by, or for the exclusive use of either party, or otherwise), algorithms, and works of authorship expressing such algorithms.
- (jj) "Liabilities" means any and all claims, debts, liabilities and obligations, absolute or contingent, matured or not matured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, with respect to a specified object, matter, contract, commitment or undertaking, including without limitation, all claims, debts, liabilities and obligations arising under any law, rule, regulation, action, order or consent decree of any governmental entity or any award of any arbitrator of any kind, related thereto or arising under any contract, commitment or undertaking relating to such specified object, matter, contract, commitment or undertaking.
- (kk) "Licensed Certegy Materials" means those IP Assets identified on Exhibit K and the Equifax Continued Use Materials.
- (11) "Licensed Equifax Materials" means those IP Assets identified on Exhibit J and the Certegy Continued Use Materials.
- (mm) "Licensed Materials" means the Licensed Certegy Materials and/or Licensed Equifax Materials.
- (nn) "Marks" means trademarks, service marks, domain names, tradenames, and other slogans, designs and distinctive advertising, whether or not registered or filed with any governmental agency.
  - (oo) "Person" means an individual, partnership, joint venture, association,

corporation, limited liability company, trust or any other legal entity.

(pp) "Proprietary Information" means all non-public information whether tangible or intangible related to the services or business of the disclosing party that (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by another Person who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy, including without limitation, (A) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; (B) identifying any

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oral communication as confidential immediately before, during, or after such oral communication; or (C) otherwise treating such information as confidential or secret. Assuming the criteria in clauses (i) and (ii) above are met, Proprietary Information includes information, without regard to form, including, but not limited to, technical and nontechnical data, databases, formulas, patterns, designs, compilations, computer programs and software, devices, inventions, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers and suppliers (which are not commonly known by or available to the public), research, development, and existing and future products.

- (qq) "Related Agreements" means all of the written agreements, instruments, understandings, assignments or other arrangements entered into in connection with the transactions contemplated hereby (other than this Agreement), including without limitation, the Distribution Agreement, Intercompany Data Purchase Agreement and Transition Support Agreement.
- (rr) "Representatives" means, individually and collectively, officers, directors, employees, agents, and/or independent contractors of each member of the Group.
- (ss) "Required Consents" means any consents or approvals required to be obtained (i) to allow the transfer of any assets to and the assumption of the obligations attendant therewith by a party and release of the transferring party from such obligations; (ii) to allow a party to assume financial, support, operational, management and/or administrative responsibility for the Third Party Rights utilized in the operation of the Equifax Business or Certegy Business, respectively; (iii) for the licensing, acquiring, transfer and/or grant of the rights to the Equifax Group or Certegy Group, respectively, to use the Third Party Rights as contemplated by this Agreement; and/or (iv) for a party to have access to and use of the space, equipment, software and/or third party services provided under the Third Party Agreements entered into by the other party as contemplated by this Agreement.
- (tt) "Third Party Agreements" means agreements, contracts or arrangements between Equifax and/or its Affiliates, on the one hand, and a Third Party Provider, on the other.
  - (uu) "Third Party Claim" has the meaning given in Section 8.2.
- (vv) "Third Party Provider" means a Person other than a member of either Group that provides products, software, services, maintenance and/or support to Equifax or one or more of its Affiliates.
- (www) "Third Party Rights" means rights granted to Equifax and/or its Affiliates pursuant to a Third Party Agreement, including (i) all service, support and maintenance rights related thereto or attendant therewith, and (ii) all contractual rights, commitments, undertakings and obligations (including service, data processing, support and maintenance rights and obligations) attendant therewith or directly related thereto.
- (xx) "Third Party Use Rights" means the respective Equifax Third Party Use Rights and Certegy Third Party Use Rights.

- (yy) "Transferred Assets" means the Transferred Equifax Assets and Transferred Certegy Assets.
- (zz) "Transferred Equifax Assets" means the assets to be acquired on behalf of, or transferred to, Certegy or one or more Designated Certegy Members as described in Section 2.1.
- (aaa) "Transferred Equifax Third Party Agreements" means the Third Party Agreements, the rights and obligations of which are to be acquired on behalf of, or transferred to, Certegy or one or more Designated Certegy Members pursuant to Section 3.1(a)(i).
- (bbb) "Transferred Certegy Assets" means the assets to be acquired on behalf of, or transferred to, Equifax or the one or more Designated Equifax Members as described in Section 2.2.
- (ccc) "Transferred Certegy Third Party Agreements" means the Third Party Agreements, the rights and obligations of which are to be acquired on behalf of, or transferred to, Equifax or one or more Designated Equifax Members pursuant to Section 3.1(b) (i).

(ddd) "Transferred Third Party Agreements" means the respective Transferred Equifax Third Party Agreements and/or the Certegy Transferred Third Party Agreements.

(eee) "Transition Support Agreement" means that certain Transition Support Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(fff) "Utility Software Programs" means the software programs set forth on  $\mathtt{Exhibit}\ \mathtt{L}.$ 

#### ARTICLE II

CONVEYANCE OF CERTAIN ASSETS: ASSUMPTION OF CERTAIN LIABILITIES

Section 2.1. Transferred Equifax Assets.

Effective as of the Closing Date, and subject to Sections 2.3 and 2.4 and Article III hereof, Equifax agrees, at its expense, to transfer, or cause to be transferred, to Certegy or to a Designated Certegy Member all right, title and interest held by Equifax and/or its Affiliates as of the Closing Date in and to each of the assets identified on Exhibit B hereto, subject to the retained rights described therein. Except as set forth on Exhibit B, no other assets (other than Transferred Equifax Third Party Agreements) are being transferred by Equifax (or a member of the Equifax Group) pursuant to this Agreement.

Section 2.2. Transferred Certegy Assets.

Effective as of the Closing Date, and subject to Sections 2.3 and 2.4 and Article III hereof, Certegy agrees to transfer, or cause to be transferred, to Equifax or to a Designated Equifax Member all right, title and interest held by the members of the Certegy Group as of the Closing Date in and to each of the assets identified on Exhibit E, subject to the retained rights

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described therein. Except as set forth on Exhibit E, no other assets (other than Transferred Certegy Third Party Agreements) are being transferred by Certegy (or a member of the Certegy Group) pursuant to this Agreement. The expenses payable to third parties that are not members of either Group to effect such transfers shall be the financial responsibility of Equifax.

Section 2.3. Assumption of Liabilities.

- (a) As of the Closing Date, Equifax shall, or shall cause the respective Designated Equifax Member to, assume all payment and performance obligations attendant with the Transferred Certegy Assets and the Equifax Liabilities, including, without limitation, the Liabilities identified on Exhibit H.
- (b) As of the Closing Date, Certegy shall, or shall cause the respective Designated Certegy Member to, assume all payment and performance obligations attendant with the Transferred Equifax Assets and the Certegy Liabilities, including, without limitation, the Liabilities identified on Exhibit I.

Section 2.4. Completion of Transactions.

- (a) In the event that any conveyance of a Transferred Asset, Transferred Third Party Agreement, or the provision of a Third Party Right or Third Party Use Right, or assumption of any Liability, required by this Agreement is not effected on or before the Closing Date, the obligation to transfer such Transferred Asset or Transferred Third Party Agreement, provide such Third Party Right or Third Party Use Right, and assume such Liability shall continue past the Closing Date and shall be effected by the parties as soon thereafter as practicable; provided, however, that neither party shall be obligated under this paragraph to transfer any Transferred Third Party Agreement and/or provide Third Party Use Rights that either (i) did not exist as of the Closing Date or (ii) are no longer required by the party who is the intended transferee of the respective Third Party Agreement or is entitled to receive the Third Party Use Rights for the continued operation of such party's business.
- (b) If any Transferred Asset or Transferred Third Party Agreement may not be transferred or acquired by reason of a requirement to obtain a Required Consent or any other approval of any third party and such Required Consent or other approval has not been obtained by the Closing Date, then such Transferred Asset or Transferred Third Party Agreement shall not be transferred or acquired until such Required Consent or other approval has been obtained. Equifax and Certegy shall, and as the case may be, shall cause the member of its respective Group which is the holder of such Transferred Asset or Transferred Third Party Agreement prior to transfer, to use all reasonable efforts to provide to the applicable member of the other Group all the rights and benefits under such Transferred Asset or Transferred Third Party Agreement and to cause such holder to enforce such Transferred Asset or Transferred Third Party Agreement for the benefit of such member of the other Group; provided, however, that the foregoing obligation shall not, in any way, require Equifax, Certegy or any member of a respective Group to breach any Transferred Third Party Agreement or incur or suffer any liability with respect to any Transferred Third Party Agreement. Moreover, if any transfer of a Transferred Asset or Transferred Third Party Agreement. Completed by the Closing Date in accordance with this Agreement for any reason, each of

Equifax and Certegy shall, and shall cause the members of its Group to, cooperate in achieving a reasonable alternative arrangement for the affected members of the Groups to obtain the economic and operational equivalent of the intended transfer of such Transferred Asset or Third Party Agreement and/or provision of such Third Party Right or Third Party Use Right, and assumption of the attendant Liabilities, with minimum interference to such members' business operations until such transfer of such Transferred Asset or Third Party Agreement, and/or provision of such Third Party Right or Third Party Use Right, is completed. The costs payable to third parties that are not members of either Group to achieve any such reasonable alternative arrangement shall be the financial responsibility of Equifax.

(c) From time to time on and after the Closing Date, each party shall promptly transfer, and cause the appropriate members of its Group promptly to transfer, to the other party, or the designated member of the other party's Group, any property and other benefits received by such party, or the members of its Group, that are intended to be or are a Transferred Asset or Transferred Third Party Agreement of the other party under this Agreement. Without limiting the foregoing, funds received by a member of either Group that belong to a member of the other Group (whether by payment of accounts receivable, credits, rebates or other amounts, however described) shall be delivered to the other Group by wire transfer not more than five (5) business days after receipt of such payment.

### ARTICLE III

#### THIRD PARTY AGREEMENTS

Section 3.1. Third Party Agreements.

- (a) Effective as of the Closing Date, Equifax shall (i) transfer, or cause to be transferred, to Certegy or a Designated Certegy Member, or acquire on Certegy's behalf, the rights and obligations of Equifax and its Affiliates in and to the Third Party Agreements identified on Exhibit C (including all Third Party Rights related thereto) and (ii) grant rights to or secure rights (including rights as an "authorized user") for Certegy or a Designated Certegy Member under the Third Party Agreements identified on Exhibit D, in each case, subject to the respective payment obligations or other terms set forth on Exhibit C and Exhibit D.
- (b) Effective as of the Closing Date, Certegy shall (i) transfer, or cause to be transferred, to Equifax or a Designated Equifax Member, or acquire on Equifax's behalf, the rights and obligations of the members of the Certegy Group in and to the Third Party Agreements identified on Exhibit F (including all Third Party Rights related thereto) and (ii) grants rights to or secure rights (including rights as an "authorized user") for Equifax or a Designated Equifax Member under the Third Party Agreements identified on Exhibit G, in each case, subject to the respective payment obligations or other terms set forth on Exhibit F and Exhibit G.
- (c) Unless as expressly provided hereunder, neither party shall have any obligation to transfer, have transferred or acquire any Third Party Rights or Third Party Use Rights for or on behalf of the other party.

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(d) Without limiting each party's specific obligations pursuant hereto (or in any separate agreement) with respect to Third Party Rights and Third Party Use Rights, each of Certegy and Equifax agrees to, in connection with its use of, exploitation of and performance pursuant to any Third Party Rights or Third Party Use Rights, including, without limitation, such party's rights to use, copy, exploit, distribute, display, copy and sublicense any software secured for or granted to such party pursuant to such Third Party Rights or Third Party Use Rights, comply with the terms, scope, restrictions and provisions (including, without limitation, usage limitations) of any Third Party Rights or Third Party Agreements that govern such Third Party Rights or Third Party Use Rights. A failure to comply with this paragraph shall constitute a breach of this Agreement.

Section 3.2. Required Consents.

- (a) Equifax with respect to Transferred Equifax Third Party Agreements and Equifax Third Party Use Rights, and Certegy with respect to Transferred Certegy Third Party Agreements and Certegy Third Party Use Rights, shall, or shall cause the appropriate member of its respective Group to, use its reasonable commercial efforts to obtain the grant to the applicable member of the other Group, the Required Consents from the Third Party Providers under such respective Third Party Agreements as necessary to effect the provisions of this Agreement. Each party will provide the other party with advice on its experience and agreements with the Third Party Providers with regard to obtaining any Required Consent under such Third Party Agreements. Equifax and Certegy will each have management and administrative responsibilities for obtaining all Required Consents required as of the Closing Date to which a member of its respective Group is a party. Equifax shall have the right of prior approval of the terms upon which all Required Consents are obtained.
- (b) Except as otherwise provided in Section 3.1 and the exhibits referenced therein, Equifax shall bear the costs payable to third parties that are not members of either Group, if any, of obtaining all Required Consents, including without limitation, all charges and fees related to obtaining the Required

Consents for the Transferred Third Party Agreements and Third Party Use Rights.

(c) Equifax and Certegy shall use reasonable commercial efforts to obtain all Required Consents with regard to Transferred Third Party Agreements and Third Party Use Rights within one hundred eighty (180) days after the Closing Date, unless otherwise agreed by the parties in writing. Until all Required Consents are obtained, Equifax and Certegy shall each periodically publish a list setting forth the status of each Required Consent for which a member of its respective Group is the contracting party immediately prior to the Closing Date. Equifax and Certegy shall timely cooperate with each other in order to facilitate the proper and timely publication of such periodic Required Consents list. If any Required Consent is not obtained with respect to any of the Third Party Agreements or Third Party Use Rights, the parties shall cooperate with each other in achieving a reasonable alternative arrangement for the affected Group to continue to process its work with minimum interference to its business operations until such Required Consents are obtained, including without limitation, implementing the provisions of Section 2.4(b). Except as otherwise provided in Section 3.1 and the exhibits referenced therein, the cost payable to third parties that are not members of either Group of achieving such

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reasonable alternative arrangements with respect to Third Party Rights that are a part of the Transferred Assets or Transferred Third Party Agreements shall be borne by Equifax.

- (d) The financial obligations of Equifax under Sections 3.2(b) and (c) for Required Consents and alternative arrangements, shall terminate with respect to all such Required Consents and alternative arrangements not identified by the parties to each other in a writing within twelve (12) months after the Closing Date, and for all Required Consents and alternative arrangements identified thereafter, all such financial obligations shall be borne by the party needing the Required Consent or alternative arrangement to operate under or take assignment of the Third Party Agreement or to obtain such Third Party Right for which such Required Consent or alternative arrangement is required.
- (e) For all periods after the Closing Date, except as set forth in Sections 3.2(b) and 3.2(c) for Required Consents and alternative arrangements, Equifax and Certegy shall each bear financial responsibility and pay the Third Party Providers, under all Transferred Third Party Agreements transferred to its respective Group pursuant to Sections  $3.1(a)\,(i)$  and  $3.1(b)\,(i)$  above.

Section 3.3. Discharge of Liabilities.

- (a) Certegy agrees that on and after the Closing Date it will timely pay, perform and discharge, or cause to be timely paid, performed and discharged, all of the Certegy Liabilities.
- (b) Equifax agrees that on and after the Closing Date it will timely pay, perform and discharge, or cause to be timely paid, performed and discharged, all of the Equifax Liabilities.

### ARTICLE IV

## LICENSED MATERIALS

Section 4.1. Grant of Licenses by Equifax.

- (a) Equifax hereby grants, and will cause the other members of the Equifax Group to grant, to Certegy a fully paid, non-exclusive, perpetual, worldwide, non-transferable license to use, modify, copy, improve, create Derivative Works and Certegy Enhancements from, and sublicense the Licensed Equifax Materials (excluding the Utility Software Programs) solely for use in the Certegy Business and as that business may evolve and change in the future, subject to the following:
  - (i) Certegy shall not sublicense, or otherwise disclose or distribute, or permit any Person to use, the Licensed Equifax Materials (excluding the Utility Software Programs), except in accordance with Section 4.1(b);
  - (ii) Certegy shall hold the Licensed Equifax Materials (excluding the Utility Software Programs) in strict confidence; will not remove or destroy any proprietary markings of the Equifax Group on or contained in the Licensed Equifax Materials (excluding the Utility

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Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Equifax Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Equifax Materials (excluding the Utility Software Programs);

- (iii) Certegy shall not export or re-export the Licensed Equifax Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses; and
- (iv) all sublicenses from Certegy to members of the Certegy Group (A)

shall contain the rights and restrictions set forth in this Section 4.1(a) with respect to the license granted to Certegy and comply with Sections 4.1(b) through (d) hereof and (B) shall be diligently enforced by Certegy.

- (b) The sublicense rights granted to Certegy pursuant to Section 4.1(a) include the right for Certegy to grant sublicenses to the Licensed Equifax Materials (excluding the Utility Software Programs) to the members of the Certegy Group, which sublicenses may include the right to further sublicense such Licensed Equifax Materials (excluding the Utility Software Programs) to such Group member's customers solely for each such customer's internal business purposes to the extent related to the Certegy Business. All sublicensing by Certegy and other members of the Certegy Group to any one of their customers shall be pursuant to written agreements with such customer, executed before or at the time of furnishing each copy of the Licensed Equifax Materials (excluding the Utility Software Programs) to such customer, and which provide at a minimum that such customer:
  - receives only a personal, non-transferable and nonexclusive right to use such copy of the Licensed Equifax Materials (excluding the Utility Software Programs);
  - (ii) receives no title in the intellectual property contained in the Licensed Equifax Materials (excluding the Utility Software Programs);
  - (iii) will not copy the Licensed Equifax Materials (excluding the Utility Software Programs), except as necessary to use such Licensed Equifax Materials (excluding the Utility Software Programs) in accordance with the license grant and to make one archival copy;
  - (iv) will not export or re-export the Licensed Equifax Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses;
  - (v) will hold the Licensed Equifax Materials (excluding the Utility Software Programs) in confidence; will not reverse compile or disassemble the Licensed Equifax Materials (excluding the Utility

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Software Programs); will not remove or destroy any proprietary markings of the licensor on or contained in the Licensed Equifax Materials (excluding the Utility Software Programs), and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Equifax Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Equifax Materials (excluding the Utility Software Programs); and

- (vi) will not sublicense, assign or otherwise transfer the Licensed Equifax Materials (excluding the Utility Software Programs) to any other Person.
- (c) In the event any member of the Certegy Group sublicenses any portion of the Licensed Equifax Materials (excluding the Utility Software Programs) to any third party pursuant to Section 4.1(a) and (b) above, Certegy agrees to ensure that such member shall diligently enforce the terms and conditions of all sublicenses granted pursuant to this Section 4.1.
- (d) In the event that Certegy, or another member of the Certegy Group, shall enter into a Divested Business transaction with respect to the Certegy Group, and the scope of permitted use or other terms applicable to the Licensed Equifax Materials (excluding the Utility Software Programs) under the license or sublicenses granted in this Section 4.1 are required to be modified to effect such transaction, Equifax will, or will cause the sublicensor under the applicable sublicense to, agree to such modifications to the extent (i) required for the transaction to be effected and (ii) not materially detrimental to the interests of the Equifax Group. Such modifications shall not be effective until the Divested Business or the acquiror thereof, as required by Equifax, has entered into a license agreement with the appropriate member of the Equifax Group incorporating the terms of Section 4.1 and Section 4.2 and such other terms as Equifax reasonably deems appropriate for the protection of its interests in the Licensed Equifax Materials.
- (e) Without limiting the foregoing, Equifax hereby grants, and will cause the other members of the Equifax Group to grant, to Certegy a fully paid, non-exclusive, perpetual, worldwide, transferable license to use, modify, improve, create Derivative Works from, and sublicense, the Utility Software Programs (in both object and source code format) identified on Exhibit L as being owned by Equifax or a member of the Equifax Group for any and all fields of use and to any and all Persons.
- (f) The Licensed Equifax Materials may be marketed under such name and in such manner as Certegy chooses, consistent with the terms and conditions of this Agreement.
- (g) Except for the Certegy Group's rights described in Section 4.1(a), (b) and (e) above, the Equifax Group's rights in and to the Licensed Equifax Materials shall be and remain the exclusive property of Equifax or the members of the Equifax Group, and their respective successors and assigns.

#### Section 4.2. Ownership of Enhancements by Certegy.

- (a) Unless Exhibit J provides otherwise, Certegy, or the respective Designated Certegy Member, shall own all the modifications and improvements to, and the Certegy Enhancements and/or Derivative Works made from, the Licensed Equifax Materials developed by any member of the Certegy Group, or by any party other than a member of the Equifax Group at the expense of the Certegy Group. Equifax hereby assigns, and shall cause each member of the Equifax Group to assign, to Certegy, or the respective Designated Certegy Member, all right, title and interest it may hold in and to such modifications, improvements, Certegy Enhancements and Derivative Works. Certegy shall, or shall cause the respective Designated Certegy Member to, have the right to make and file all applications and other documents required to register the copyright(s) and file for patents for such modifications, improvements, Certegy Enhancements and Derivative Works in its discretion and at its sole cost and expense.
- (b) Should Certegy elect to file any application for the registration, perfection or protection of any modifications, improvements, Certegy Enhancements or Derivative Works described in Section 4.2(a), under any copyright, patent or other law of any country or jurisdiction, Equifax will, at the request and expense of Certegy, do all things and sign all documents or instruments reasonably necessary in the opinion of Certegy to assist in the registration of such claims, file such applications, and obtain, defend and enforce such copyright, patent, mask work and other rights.
- (c) Subject to the license rights granted in Section 4.1, as between the parties. the Licensed Equifax Materials shall be and shall remain the sole and exclusive property of the Equifax Group and the members of the Equifax Group may make any internal use and may commercially exploit any enhancements to the Licensed Materials made or caused to be made by members of the Equifax Group, as they shall deem appropriate without any obligation to any member of the Certegy Group or other restriction. The Equifax Group may in particular distribute and manufacture, or cause to be manufactured or distributed by any third party, any such enhancements and/or the Licensed Equifax Materials.

#### Section 4.3. License to Marks.

- (a) Equifax hereby grants, and will cause each member of the Equifax Group to grant, to Certegy and each member of the Certegy Group a fully paid, non-exclusive, worldwide, non-transferable right to continue to use the Equifax Marks employed in the Certegy Business, but only to the extent such Equifax Marks were displayed by the Certegy Group prior to the Distribution Date (i) on the Transferred Equifax Assets, (ii) on premises jointly occupied with Equifax, and (iii) on letterhead, product and services documentation, invoices, software programs, packaging and similar materials used by the members of the Certegy Group, and such Equifax Marks are used in accordance with the guidelines for usage of the Equifax Marks published and amended by Equifax from time to time. Certegy will terminate the use of such Equifax Marks as soon as commercially practical but in any event within twelve (12) months after the Closing Date.
- (b) Certegy hereby grants, and will cause each member of the Certegy Group to grant, to Equifax and each member of the Equifax Group a fully paid, non-exclusive, worldwide, non-

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transferable right to continue to use the Marks that were owned immediately prior to the Distribution Date by a member of the Certegy Group and employed in the Equifax Business, but only to the extent such Marks were displayed by the Equifax Group prior to the Distribution Date (i) on assets owned by Equifax or any member of the Equifax Group (other than the Transferred Assets), (ii) on premises jointly occupied with one or more members of the Certegy Group, and (iii) on letterhead, product and services documentation, invoices, software programs, packaging and similar materials used by the members of the Equifax Group, and such Marks are used in accordance with the same guidelines for usage as the Equifax Marks as described in subsection (a) above. Equifax will terminate the use of such Marks as soon as commercially practical but in any event within twelve (12) months after the Distribution Date.

### Section 4.4. Grant of License by Certegy.

- (a) Certegy hereby grants, and will cause the other members of the Certegy Group to grant, to Equifax a fully paid, non-exclusive, perpetual, worldwide, non-transferable license to use, modify, copy, improve, create Derivative Works and Equifax Enhancements from, and sublicense the Licensed Certegy Materials (excluding the Utility Software Programs) solely for use in the Equifax Business and as that business may evolve and change in the future, subject to the following:
  - Equifax shall not sublicense, or otherwise disclose or distribute, or permit any Person to use, the Licensed Certegy Materials (excluding the Utility Software Programs), except in accordance with Section 4.4(b);
  - (ii) Equifax shall hold the Licensed Certegy Materials (excluding the Utility Software Programs) in strict confidence; will not remove or destroy any proprietary markings of the Certegy Group on or contained in the Licensed Certegy Materials (excluding the

Utility Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Certegy Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Certegy Materials (excluding the Utility Software Programs);

- (iii) Equifax shall not export or re-export the Licensed Certegy Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government license; and
- (iv) all sublicenses from Equifax to members of the Equifax Group (A) shall contain the rights and restrictions set forth in this Section 4.4(a) with respect to the license granted to Equifax and comply with Sections 4.4(b) through (d) hereof and (B) shall be diligently enforced by Equifax.
- (b) The sublicense rights granted to Equifax pursuant to Section 4.4(a) include the right for Equifax to grant sublicenses to the Licensed Certegy Materials (excluding the Utility

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Software Programs) to the members of the Equifax Group, which sublicenses may include the right to further sublicense such Licensed Certegy Materials (excluding the Utility Software Programs) to such Group member's customers solely for each such customer's internal business purposes to the extent related to the Equifax Business. All sublicensing by Equifax and other members of the Equifax Group to any one of their customers shall be pursuant to written agreements with such customer, executed before or at the time of furnishing each copy of the Licensed Certegy Materials (excluding the Utility Software Programs) to such customer, and which provide at a minimum that such customer:

- (i) receives only a personal, non-transferable and nonexclusive right to use such copy of the Licensed Certegy Materials (excluding the Utility Software Programs);
- (ii) receives no title in the intellectual property contained in the Licensed Certegy Materials (excluding the Utility Software Programs);
- (iii) will not copy the Licensed Certegy Materials (excluding the Utility Software Programs), except as necessary to use such Licensed Certegy Materials (excluding the Utility Software Programs) in accordance with the license grant and to make one archival copy;
- (iv) will not export or re-export the Licensed Certegy Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses;
- (v) will hold the Licensed Certegy Materials (excluding the Utility Software Programs) in confidence; will not reverse compile or disassemble the Licensed Certegy Materials (excluding the Utility Software Programs); will not remove or destroy any proprietary markings of the licensor on or contained in the Licensed Certegy Materials (excluding the Utility Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Certegy Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Certegy Materials (excluding the Utility Software Programs); and
- (vi) will not sublicense, assign or otherwise transfer the Licensed Certegy Materials (excluding the Utility Software Programs) to any other Person.
- (c) In the event any member of the Equifax Group sublicenses any portion of the Licensed Certegy Materials (excluding the Utility Software Programs) to any third party pursuant to Section 4.4(a) and (b) above, Equifax agrees to ensure that such member shall diligently enforce the terms and conditions of all sublicenses granted pursuant to this Section 4.4.

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(d) In the event that Equifax, or another member of the Equifax Group, shall enter into a Divested Business transaction with respect to the Equifax Group, and the scope of permitted use or other terms applicable to the Licensed Certegy Materials (excluding the Utility Software Programs) under the license or sublicenses granted in this Section 4.4 are required to be modified to effect such transaction, Certegy will, or will cause the sublicensor under the applicable sublicense to, agree to such modifications to the extent (i) required for the transaction to be effected and (ii) not materially detrimental to the interests of the Certegy Group. Such modifications shall not be effective until the Divested Business or the acquiror thereof, as required by Certegy, has entered into a license agreement with the appropriate member of the Certegy Group incorporating the terms of Section 4.4 and Section 4.5 and such other terms as Certegy reasonably deems appropriate for the protection of its interests in the Licensed Certegy Materials.

(e) Without limiting the foregoing, Certegy hereby grants, and will cause

the other members of the Certegy Group to grant, to Equifax a fully paid, non-exclusive, perpetual, worldwide, transferable license to use, modify, improve, create Derivative Works from, and sublicense, the Utility Software Programs (in both object and source code format) identified on Exhibit L as being owned by Certegy or a member of the Certegy Group for any and all fields of use and to any and all Persons.

- (f) The Licensed Certegy Materials may be marketed under such name and in such manner as Equifax chooses, consistent with the terms and conditions of this Agreement.
- (g) Except for the Equifax Group's rights described in Section 4.4(a), (b) and (e) above, the Certegy Group's rights in and to the Licensed Certegy Materials shall be and remain the exclusive property of Certegy or the respective Designated Certegy Member.

#### Section 4.5. Ownership of Enhancements by Equifax.

- (a) Unless Exhibit K provides otherwise, Equifax, or the respective Designated Equifax Member, shall own all the modifications and improvements to, and the Equifax Enhancements and/or Derivative Works made from, the Licensed Certegy Materials developed by any member of the Equifax Group, or by any party other than a member of the Certegy Group at the expense of the Equifax Group. Certegy hereby assigns, and shall cause each member of the Certegy Group to assign, to Equifax, or the respective Designated Equifax Member, all right, title and interest it may hold in and to such modifications, improvements, Equifax Enhancements and Derivative Works. Equifax shall, or shall cause the respective Designated Equifax Member to, have the right to make and file all applications and other documents required to register the copyright(s) and file for patents for such modifications, improvements, Equifax Enhancements and Derivative Works in its discretion and at its sole cost and expense.
- (b) Should Equifax elect to file any application for the registration, perfection or protection of any modifications, improvements, Equifax Enhancements or Derivative Works described in Section 4.5(a), under any copyright, patent or other law of any country or jurisdiction, Certegy will, at the request and expense of Equifax, do all things and sign all documents or instruments reasonably necessary in the opinion of Equifax to assist in the

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registration of such claims, file such applications, and obtain, defend and enforce such copyright, patent, mask work and other rights.

(c) Subject to the license rights granted in Section 4.4, as between the parties, the Licensed Certegy Materials shall be and shall remain the sole and exclusive property of the Certegy Group and the members of the Certegy Group may make any internal use and may commercially exploit any enhancements to the Licensed Materials made or caused to be made by members of the Equifax Group, as they shall deem appropriate without any obligation to any member of the Equifax Group or other restriction. The Certegy Group may in particular distribute and manufacture, or cause to be manufactured or distributed by any third party, any such enhancements and/or Licensed Certegy Materials.

Section 4.6. Data.

In no event shall any member of either Group be deemed to have been granted any rights under this Agreement in or to any data owned or maintained by any other member of the other Group, except as specifically provided in Sections 2.1 or 2.2. The respective rights of the members of each Group in and to such data shall be governed exclusively by Sections 2.1 or 2.2 and the Intercompany Data Purchase Agreement.

Section 4.7. Mutual Obligations.

- (a) The parties agree and acknowledge that, in addition to the rights granted or to be granted to the parties herein, certain other rights to software source code, object code and documentation, and trademarks and service marks related thereto, are described on Exhibit M.
- (b) The parties acknowledge and agree that as of the Closing Date, the UK mainframe environment, consisting of mainframe computer hardware ("Mainframe Hardware") and certain third party software ("OEM Software"), currently consists of three (3) logical partitions ("LPARs"), two (2) of which are shared between Equifax and Certegy. The parties acknowledge and agree that certain OEM Software ("MIPS-Based Software") being used on the Mainframe Hardware contains limitations based upon the number of millions of instructions per second ("MIPS") performed; other OEM Software ("CPU-Based Software") being used on the Mainframe Hardware contains limitations based upon CPU group ratings. The parties also acknowledge and agree that they have previously determined the number of MIPS available, for each party, in excess of the current combined MIPS usage, in connection with the MIPS-Based Software ("Projected MIPS"), and in connection with the CPU-Based Software ("Overhead MIPS"), both as set forth on Exhibit N. With respect to the foregoing, the parties hereby agree as follows:
- (i) Certegy agrees that it shall, no later than March 31, 2002, establish, or cause to be established, one or more new and separate LPAR(s) and that Certegy shall no longer share any LPAR with Equifax. Certegy shall be responsible for paying any and all additional software license fees, service fees, fees related to hardware, or other similar fees incurred to establish the new LPAR(s) and to migrate from the existing to the new LPAR(s). Notwithstanding anything contained herein to the contrary, if the deadline for LPAR separation is not met by Certegy prior to March 31, 2002, any costs or fees, including all

increased capacity or speed requirements or otherwise, incurred by either party due to the non-separation shall be borne by Certegy.

- (ii) If either party, prior to or at the time of the complete separation of LPARS (described in subsection (i) above), exceeds its respective Projected MIPS for any year, and, thereafter, any of the MIPS-Based Software is required, under the terms of the respective software licenses, to be upgraded to allow usage of the additional MIPS, the party first exceeding its respective Projected MIPS ("Triggering Party") shall bear the full cost and expense of upgrading the MIPS-Based Software licenses (whether or not such party ultimately caused the MIPS limitations to be exceeded). Notwithstanding the foregoing, at any time after an upgrade to a MIPS-Based Software license is purchased, if the non-Triggering Party exceeds its Projected MIPS during a respective year, such non-Triggering Party shall pay the Triggering Party an amount equal to the total cost to the Triggering Party of purchasing the upgrade multiplied by a fraction, the numerator of which is the number of MIPS used by the non-Triggering Party that exceeds its original Projected MIPS, and the denominator of which is the total number of MIPS permitted or allowable pursuant to the MIPS-Based Software upgrade, but excluding the total number of MIPS permitted prior to the upgrade.
- (iii) If either party, prior to or at the time of the complete separation of LPARS (described in subsection (i) above), exceeds its respective Overhead MIPS for any year, and, thereafter, the CPU-Based Software is required, under the terms of the respective software licenses, to be upgraded to allow usage of the additional MIPS, the party first exceeding its respective Overhead MIPS ("CPU Triggering Party") shall bear the full cost and expense of upgrading the CPU-Based Software licenses (whether or not such party ultimately caused the MIPS limitations to be exceeded). Notwithstanding the foregoing, at any time after an upgrade to a CPU-Based Software license is purchased, if the other party ("non-CPU Triggering Party") exceeds its Overhead MIPS during a respective year, such non-CPU Triggering Party shall pay the CPU Triggering Party an amount equal to the total cost to the CPU Triggering Party of purchasing the upgrade multiplied by a fraction, the numerator of which is the number of MIPS used by the non-CPU Triggering Party that exceeds its original Overhead MIPS, and the denominator of which is the total number of MIPS permitted or allowable pursuant to the CPU-Based Software upgrade, but excluding the total number of MIPS permitted prior to the upgrade.
- (iv) The rules related to OEM Software upgrade requirements described in subsections (ii) and (iii) above shall apply in the same manner, before or after the completion of the LPAR separation, with respect to Mainframe Hardware upgrade requirements.
- (v) Notwithstanding the foregoing, Certegy shall cease the use of any software or hardware that is shared between the parties no later than the date which is two (2) years following the Closing Date.
- (c) The parties acknowledge that the Licensed Materials are "intellectual property" within the meaning of Section 101 of the Federal Bankruptcy Act and shall be subject to Section 365(n) thereof, all as set forth in the Intellectual Property Bankruptcy Protection Act, Public Law 100-506, 102 Stat. 2538.

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- (d) In full and complete payment of the licenses granted in this Agreement, the parties have made the payment described in the Distribution Agreement as set forth in the Distribution Agreement.
- (e) Each party shall notify the other party of any involuntary attachment or other judicial process affecting the Licensed Materials.

### ARTICLE V

### THE CLOSING

Section 5.1. Equifax Deliverables.

On or before the Distribution Date, and effective as of the Closing Date, Equifax will, and/or will cause each member of the Equifax Group to, deliver to Certegy each of the following:

- (a) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Certegy of, the Transferred Equifax Assets and Transferred Equifax Third Party Agreements;
- (b) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Equifax of, the Equifax Liabilities; and
- (c) Such other agreements, leases, documents or instruments as the parties may agree are necessary or desirable in order to achieve the purposes of this Agreement.

Section 5.2. Certegy Deliverables.

On the Closing Date, Certegy will, and/or will cause each member of the

Certegy Group to, deliver to Equifax each of the following:

- (a) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Equifax of, the Transferred Certegy Assets and the Transferred Certegy Third Party Agreements;
- (b) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Certegy of, the Certegy Liabilities: and
- (c) Such other agreements, documents or instruments as the parties may agree are necessary or desirable in order to achieve the purposes of this Agreement.

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#### ARTICLE VI

#### REPRESENTATIONS AND WARRANTIES

Except as expressly set forth in this Agreement or any Related Agreement, neither any member of the Equifax Group, nor any member of the Certegy Group, has given or is giving any representation or warranty regarding the assets or Liabilities retained, transferred, assumed or licensed as contemplated hereby or thereby, including without limitation, (i) title to the assets, (ii) validity of the Liabilities, (iii) any lien, claim or other encumbrance affecting the assets or Liabilities, or (iv) the value of the assets and the amount of the Liabilities. Except as may be expressly set forth in this Agreement or any Related Agreement, all assets and Liabilities were, or are being, transferred, assigned, licensed, assumed, or are being retained, on an "AS IS," "WHERE IS" basis and the respective transferees, licensees and assignees will bear the economic and legal risks that any such conveyance (x) shall prove to be insufficient to vest in the transferee a title that is free and clear of any lien, claim or other encumbrance, or (y) shall not constitute an infringement of a third party's rights.

#### ARTICLE VII

#### INDEMNIFICATION

Section 7.1. Certegy Indemnification of the Equifax Group.

If the Distribution occurs, on and after the Distribution Date, Certegy shall indemnify, defend and hold harmless each member of the Equifax Group, and each of their respective directors, officers, employees and agents (collectively the "Equifax Indemnitees") from and against any and all damage, loss, liability and expense, (including without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) in connection with any and all Actions or threatened Actions (collectively, "Indemnifiable Losses") incurred or suffered by any of the Equifax Indemnitees and arising out of, or due to, the failure of Certegy, or any other member of the Certegy Group, to timely pay, perform or otherwise discharge, any of the Certegy Liabilities or its obligations under this Agreement.

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Section 7.2. Equifax Indemnification of the Certegy Group.

If the Distribution occurs, on and after the Distribution Date, Equifax shall indemnify, defend and hold harmless each member of the Certegy Group and each of their respective directors, officers, employees and agents (collectively the "Certegy Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Certegy Indemnitees and arising out of, or due to, the failure of Equifax, or any other member of the Equifax Group, to timely pay, perform or otherwise discharge, any of the Equifax Liabilities or its obligations under this Agreement or any Related Agreement.

Section 7.3. Insurance and Third Party Obligations.

No insurer or any other third party shall be, by virtue of the foregoing indemnification provisions, (a) entitled to a benefit it would not be entitled to receive in the absence of such provisions, (b) relieved of the responsibility to pay any claims to which it is obligated, or (c) entitled to any subrogation rights with respect to any obligation hereunder.

### ARTICLE VIII

### INDEMNIFICATION PROCEDURES

Section 8.1. Notice and Payment of Claims.

If any Equifax Indemnitee or Certegy Indemnitee (the "Indemnified Party") determines that it is or may be entitled to indemnification by a party (the "Indemnifying Party") under Article VII (other than in connection with any Action or claim subject to Section 8.2), the Indemnified Party shall deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and the amount for which the Indemnified Party reasonably believes it is entitled to be indemnified. After the Indemnifying Party shall have been notified of the amount for which the Indemnified Party seeks indemnification, the Indemnifying Party

shall, within thirty (30) days after receipt of such notice, pay the Indemnified Party such amount in cash or other immediately available funds (or reach agreement with the Indemnified Party as to a mutually agreeable alternative payment schedule) unless the Indemnifying Party objects to the claim for indemnification or the amount thereof. If the Indemnifying Party does not give the Indemnified Party written notice objecting to such claim and setting forth the grounds therefor within the same thirty (30) day period, the Indemnifying Party shall be deemed to have acknowledged its liability for such claim and the Indemnified Party may exercise any and all of its rights under applicable law to collect such amount. Any amount owed under this Section 8.1 that is past due shall bear interest at a simple rate of interest per annum equal to the lesser of 1% per month or the maximum amount permitted by law.

Section 8.2. Notice and Defense of Third Party Claims.

(a) Promptly following the earlier of (i) receipt of notice of the commencement by a third party of any Action against or otherwise involving any Indemnified Party, or (ii) receipt of information from a third party alleging the existence of a claim against an Indemnified Party,

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with respect to which indemnification may be sought pursuant to this Agreement (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party written notice thereof. The failure of the Indemnified Party to give notice as provided in this Section 8.2(a) shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party is prejudiced by such failure to give notice. Within thirty (30) days after receipt of such notice, the Indemnifying Party shall by giving written notice thereof to the Indemnified Party, (i) acknowledge, as between the parties hereto, liability for and, at its option, elect to assume the defense of such Third Party Claim at its sole cost and expense, or (ii) object to the claim of indemnification set forth in the notice delivered by the Indemnified Party pursuant to the first sentence of this Section  $8.2\,(a)$  setting forth the grounds therefor; provided that if the Indemnifying Party does not within the same thirty (30) day period give the Indemnified Party written notice acknowledging liability or objecting to such claim and setting forth the grounds therefor, the Indemnifying Party shall be deemed to have acknowledged, as between the parties hereto, its liability for such Third Party Claim.

- (b) Any contest of a Third Party Claim as to which the Indemnifying Party has elected to assume the defense shall be conducted by attorneys employed by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnified Party shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing at the Indemnified Party's sole cost and expense. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnifying Party may settle or compromise the claim without the prior written consent of the Indemnified Party; provided that the Indemnifying Party may not agree to any such settlement pursuant to which any such remedy or relief, other than monetary damages for which the Indemnifying Party shall be responsible hereunder, shall be applied to or against the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.
- (c) If the Indemnifying Party does not assume the defense of a Third Party Claim for which it has acknowledged liability for indemnification under Article VII, the Indemnified Party may require the Indemnifying Party to reimburse it on a current basis for its reasonable expenses of investigation, reasonable attorneys' fees and reasonable out-of-pocket expenses incurred in defending against such Third Party Claim and the Indemnifying Party shall be bound by the result obtained with respect thereto by the Indemnified Party; provided that the Indemnifying Party shall not be liable for any settlement effected without its consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall pay to the Indemnified Party in cash the amount for which the Indemnified Party is entitled to be indemnified (if any) within fifteen (15) days after the final resolution of such Third Party Claim (whether by settlement, compromise, or by the final nonappealable judgment of a court of competent jurisdiction or otherwise), or, in the case of any Third Party Claim as to which the Indemnifying Party has not acknowledged liability, within fifteen (15) days after the Indemnifying Party's objection has been resolved by settlement, compromise, or the final nonappealable judgment of a court of competent jurisdiction.
- (d) Notwithstanding the foregoing, in no event shall either Equifax or Certegy, or any Member of their respective Group, have any liability, whether based on contract, tort (including, without limitation, negligence or strict liability), warranty or any other legal or equitable

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grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to this Agreement, including without limitation, loss of data, profits, interest or revenue, or interruption of business, even if such party has been informed of or might otherwise anticipated or foreseen the possibility of such losses or damages; provided, however, that such limitations shall not apply to liabilities which may arise as the result of willful misconduct of a party. Notwithstanding the foregoing, any damages awarded or obtained (whether by settlement, compromise or judgment) as a result of Third Party Claims shall be considered direct damages for purposes of this Agreement.

#### ARTICLE IX

#### CONFIDENTIALITY

Section 9.1. Exclusions.

Notwithstanding anything to the contrary contained in this Agreement, "Company Information" does not include any information that before being divulged by the receiving party (a) has become generally known to the public through no wrongful act of the receiving party; (b) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the disclosing party; (c) has been approved for release to the general public by a written authorization of the disclosing party; (d) has been independently developed by the receiving party without use, directly or indirectly, of Company Information received from the disclosing party; or (e) has been furnished to a third party by the disclosing party without restrictions on the third party's rights to disclose the information.

Section 9.2. Confidentiality.

- (a) Each party acknowledges, and shall cause each member of the Group to acknowledge, that it is in possession of significant confidential or proprietary information concerning the business, operations and assets of the members of the other Group.
- (b) Each party shall, and shall ensure that each member of its Group shall, (i) receive and hold the Company Information of the other Group in trust and in strictest confidence; (ii) protect such Company Information from disclosure and in no event take any action causing, or fail to take the action necessary in order to prevent, any such Company Information to lose its character as Company Information; (iii) exercise at a minimum the same care it would exercise to protect its own highly confidential information; and (iv) not use, reproduce, distribute, disclose, or otherwise disseminate the Company Information of the other Group, (A) except as authorized pursuant to this Agreement or any Related Agreement, or (B) except pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure; provided, however, with respect to disclosures pursuant to (B) above, the receiving party must first give written notice of such required disclosure to the disclosing party, take reasonable steps to allow the disclosing party to seek to protect the confidentiality of the Company Information required to be disclosed, make a reasonable effort to obtain a protective order requiring that the Company Information so disclosed be used only for the purposes for which disclosure is required, and shall disclose only that part of the Company Information

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which, in the written opinion of its legal counsel, it is required to disclose. In no event shall the receiving party exercise less than a reasonable standard of care to keep confidential the Company Information. Any and all reproductions of such Company Information must prominently contain a confidential legend.

- (c) The receiving party may make disclosures of the Company Information of the disclosing party only to Representatives of the receiving party's Group (1) who have a specific need to know such information; and (ii) who the receiving party has obligated under a written agreement to hold such Company Information in trust and in strictest confidence and otherwise to comply with the terms and provisions of this Agreement or terms and conditions substantially similar to and implementing the same restrictions and covenants as those set forth in this Agreement. Certegy and Equifax agree, and shall ensure that each member of their respective Group agrees, to diligently monitor each such Representative, diligently enforce such agreements with its Representatives, and, upon request by the other party, promptly to furnish to the other party a certified list of the receiving party's Representatives having had access to such Company Information.
- (d) The covenants of confidentiality set forth in this Agreement (i) will apply after the Closing Date to all Company Information disclosed to the receiving party before, on and after the Closing Date and (ii) will continue and must be maintained from the Closing Date through the termination of the relationship under this Agreement between Equifax and Certegy (A) with respect to Proprietary Information, the period during which the Proprietary Information constituting a part of the Company Information retains its status as a "trade secret" under applicable law; and (B) with respect to Confidential Information constituting a part of the Company Information, for the shorter of a period equal to three (3) years after the Closing Date, or until such Confidential Information no longer qualifies as confidential under applicable law.

Section 9.3. Employee Confidentiality Agreements.

The members of each Group have entered into confidentiality and non-disclosure agreements with their respective employees. To the extent that any employee during or after employment violates any such agreement and such violation is or may in the future be to the detriment of the other Group, at the written request of the affected party, the other party shall, or shall cause the appropriate members of its Group to, promptly bring and diligently pursue an action against such employee if and to the extent reasonable under the circumstances to preserve the value of the assets and Licensed Materials. The Group member employing the employee violating his/her confidentiality and non-disclosure agreement shall have the unilateral right to determine the forum for, the manner of proceeding in, and legal counsel for such action and shall be

entitled to any damages or other relief against such employee awarded in such action to the extent related to such Group's assets or business or to the Licensed Materials. Such enforcement against and recovery by a Group member from its breaching employee shall not constitute a release or sole remedy for the members of the other Group injured by such breaching employee's actions, and such members of the other Group may bring a claim against the Group members employing the breaching employee for a breach of this Agreement. Each party shall bear all out-of-pocket costs of pursuing such action and the other party shall cooperate in connection therewith.

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#### Section 9.4. Rights and Remedies.

- (a) If either party, or any member of the Group, should breach or threaten to breach any of the provisions of this Agreement, the non-breaching party, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement. Each party specifically acknowledges, and shall cause each member of its respective Group to acknowledge, that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by the non-breaching party as a result of a breach of any of the provisions of this Agreement. In the event that either party, or a member of such party's Group, should seek an injunction hereunder, the other party hereby waives, and shall cause each member of its Group to waive, any requirement for the submission of proof of the economic value of any Company Information or the posting of a bond or any other security. In the event of a dispute between the parties, the non-prevailing party shall pay all costs and expenses associated with resolving the dispute, including, but not limited to, reasonable attorneys' fees.
- (b) The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Company Information, or any other breach of this Agreement by the receiving party or any Representative of the receiving party's Group, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Company Information and prevent its further unauthorized use or disclosure. The receiving party shall be responsible for the acts of any Representative of its Group that are in violation of this Agreement.

#### Section 9.5. Competitive Activities.

- (a) Subject to the rights and obligations set forth in this Article IX, each party understands and acknowledges that the other party's Group may now market or have under development products that are competitive with products or services now offered or that may be offered by it and/or members of its Group, and the parties' communications hereunder will not serve to impair the right of either party, or any member of its respective Group, to independently develop, make, use, procure, or market products or services now or in the future that may be competitive with those offered by the other party's Group, nor require either party, and/or the members of its Group, to disclose any planning or other information to the other party.
- (b) Neither party will be restricted in using, in the development, manufacturing and marketing of its products and services and its operations, any data processing or network management or operation ideas, concepts, know-how and techniques which are retained in the minds of employees who have had access to the other party's Company Information subject to the restrictions set forth in this Adreement.

Section 9.6. No Implied Rights.

Except as provided herein or in any Related Agreement, all Company Information is and shall remain the property of the disclosing party and/or the respective member of its Group. By disclosing Company Information to the receiving

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party's Group, the disclosing party and/or the members of its Group do(es) not grant any express or implied rights or license to the receiving party's Group to or under any patents, patent applications, inventions, copyrights, trademarks, trade secret information, or other intellectual property rights heretofore or hereafter possessed by the disclosing party and/or the members of its Group.

### ARTICLE X

### CONTINUED ASSISTANCE

## Section 10.1. Continued Assistance and Transition.

(a) Following the Closing Date, Equifax shall, and shall cause each member of the Equifax Group to, cooperate in an orderly transfer of the Transferred Equifax Assets and the Transferred Equifax Third Party Agreements to Certegy or the respective Designated Certegy Member. From time to time, at Certegy's request and without further consideration, Equifax shall, and shall cause each member of the Equifax Group, as applicable, to execute, acknowledge and deliver such documents, instruments or assurances and take such other action as Certegy may reasonably request to more effectively assign, convey and transfer any of the Transferred Equifax Assets and the Transferred Equifax Third Party

Agreements. Equifax will assist Certegy in the vesting, collection or reduction to possession of such Transferred Equifax Assets and Transferred Equifax Third Party Agreements.

(b) Following the Closing Date, Certegy shall, and shall cause each member of the Certegy Group to, cooperate in an orderly transfer of the Transferred Certegy Assets and Transferred Certegy Third Party Agreements to Equifax or the respective Designated Equifax Member. From time to time, at Equifax's request and without further consideration, Certegy shall, and shall cause each member of the Certegy Group, as applicable, to execute, acknowledge and deliver such documents, instruments or assurances and take such other action as Equifax may reasonably request to more effectively assign, convey and transfer any of the Transferred Certegy Assets and Transferred Certegy Third Party Agreements. Certegy will assist Equifax in the vesting, collection or reduction to possession of such Transferred Certegy Assets and Transferred Certegy Third Party Agreements.

Section 10.2. Records and Documents.

- (a) As soon as practicable following the Closing Date, Equifax and Certegy shall each arrange for the delivery to the other of existing corporate and other documents (e.g. documents of title, source code, contracts, etc.) in its possession relating to the Transferred Assets, Transferred Third Party Agreements and assumed Liabilities.
- (b) From and after the Closing Date, Equifax and Certegy shall each, and shall cause each member of its Group to, afford the other and its accountants, counsel and other designated Representatives reasonable access (including using reasonable efforts to give access to person or firms possessing such information) and duplicating rights during normal business hours to all records, books, contracts, instruments, computer data and other data and information in its possession relating to the assets, Liabilities, Licensed Materials, business and affairs of the other (other than data and information subject to any attorney/client or other privilege), insofar as such

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access is reasonably required by the other, including without limitation, for audit, accounting and litigation purposes.

(c) Notwithstanding the foregoing, either party may destroy or otherwise dispose of any information at any time in accordance with the corporate record retention policy maintained by such party with respect to its own records.

Section 10.3. Litigation Cooperation.

Upon written request, Equifax and Certegy shall, and shall cause each member of its Group to, use reasonable efforts to cooperate in the evaluation and defense of third party Actions arising out of the business of the other party or of any member of the other party's Group prior to the Distribution Date in which the requesting party or any member of its Group may from time to time be involved, at the cost and expense of the requesting party. Such cooperation shall include, without limitation, making its Representatives available as witnesses or consultants to the extent that such persons may reasonably be required in connection with such third party Actions.

### ARTICLE XI

### MISCELLANEOUS

Section 11.1. Expenses.

Except as specifically provided in this Agreement or any Related Agreement, all costs and expenses incurred in connection with the preparation, execution, delivery and implementation of this Agreement and with the consummation of the transactions contemplated by this Agreement (including transfer taxes and the fees and expenses of all counsel, accountants and financial and other advisors) shall be paid by Equifax.

Section 11.2. Notices.

All notices and communications under this Agreement shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, or (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows:

If to Equifax, to: Equifax Inc. 1550 Peachtree Street Atlanta, Georgia 30309 Attn: Phillip J. Mazzilli, Chief Financial Officer Fax: (404) 885-8682

with a copy to:

Equifax Inc. 1550 Peachtree Street Atlanta, Georgia 30309 Attn: Kent E. Mast, General Counsel

Fax: (404) 885-8988

If to Certegy, to:

Certegy Inc. 11720 Amberpark Drive, Suite 600 Alpharetta, Georgia 30004 Attn: Bruce S. Richards

Corporate Vice President, General Counsel and Secretary

Fax: (678) 867-8100

with a required copy to:

Certegy Inc. P.O. Box 349 Alpharetta, Georgia 30009 Attn: Michael T. Vollkommer

Attn: Michael T. Vollkommer Corporate Vice President and Chief Financial Officer

Fax: (678) 867-8100

Either party may, by written notice so delivered to the other party in accordance with this Section 11.2, change the address to which delivery of any notice shall thereafter be made.

Section 11.3. Amendment and Waiver.

This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

Section 11.4. Entire Agreement.

This Agreement, together with the Related Agreements, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. To the extent that the provisions of this Agreement are inconsistent with the provisions of any other Related Agreement, the provisions of this Agreement shall prevail with respect to the subject matter hereof.

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Section 11.5. Parties in Interest.

Neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of each other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group and the Equifax Indemnitees and Certegy Indemnitees under Articles VII and VIII hereof.

Section 11.6. Further Assurances and Consents.

In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including without limitation, using its reasonable efforts to obtain any consents and approvals and to make any filings and applications necessary or desirable in order to consummate the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

Section 11.7. Severability.

The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

Section 11.8. Governing Law.

This Agreement shall be construed in accordance with, and governed by, the

laws of the State of Georgia, without regard to the conflicts of law rules of such state.

Section 11.9. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement.

Section 11.10. Disputes.

Any Disputes arising under this Agreement, whether based on contract, tort, statute or otherwise, including but not limited to, disputes in connection with claims by third parties, shall be resolved in accordance with Section 15.10 of the Distribution Agreement; provided that the parties shall retain the rights and remedies specified in Section 9.4 hereof.

Section 11.11. Force Majeure.

Neither party will be liable for any loss or damage due to causes beyond its control, including, but not limited to, fire, accident, labor difficulty, war, power or transmission failures, riot, Acts of God or changes in laws and regulations, provided that the affected party must (a) promptly notify the other party in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of its nonperformance; and (c) proceed to perform its obligations with dispatch when such cause is removed.

Section 11.12. Documentation.

Prior to the Distribution Date and from time to time thereafter, the parties will prepare, maintain and update schedules of the Transferred Equifax Assets, the Transferred Certegy Assets, the Licensed Equifax Materials, the Licensed Certegy Materials, and the Third Party Agreements, the Third Party Use Rights and the Third Party Rights transferred and/or provided by each Group to the other Group, in such detail as shall be appropriate for the management and administration of these items as described in this Agreement.

Section 11.13. Headings.

The Article and Section headings set forth in this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EOUIFAX INC.

By: /s/ Kent E. Mast ----

Title: Corporate Vice President, General Counsel and Secretary
Date: June 30, 2001

CERTEGY INC.

By: /s/ Bruce S. Richards

Title: Corporate Vice President, General

Counsel and Secretary Date: June 30, 2001

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EXHIBIT A

CERTEGY GROUP

State or Country of Incorporation

Name of Subsidiary

AGES Participacoes S.A. Aircrown Ltd. Card Brazil Holdings, Inc. Card Brazil Holdings Ltda. Card Brazil LLC Central Credit Services Ltd.

Brazil England Brazil Georgia Scotland

Equifax Australia Plc Equifax Card Services, Inc. Florida Equifax Card Solutions Australia Pty Ltd. Australia England Equifax Card Solutions Ltd. Equifax Card Solutions S.A. France Cayman Islands Equifax (Cayman Islands) Ltd. Equifax Check Services, Inc. Delaware Equifax E-Banking Solutions, Inc. Georgia Equifax Ltd. New Zealand Georgia Equifax Payment Recovery Services, Inc. Equifax Payment Services, Inc. Delaware Equifax Pty Ltd. Equifax SNC Australia France Financial Insurance Marketing Group, Inc. District of Columbia First Bankcard Systems, Inc. Georgia Payment Brasil Holdings Ltda. Brazil Payment Chile, SA. Chile Payment Europe LLC Georgia Payment South America Holdings, Inc. Georgia Payment South America LLC Payment U.K. Ltd. Georgia England Procard S.A. Retail Credit Management Ltd. England Telecredit Canada Inc. Canada England Transax France Plc

Equifax Asia Pacific Holdings, Inc.

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Georgia

England

Transax Ireland Ltd. Ireland Transax Plc Unnisa -- Solucoes em Meios de Pagamento Ltda England Brazil VIV Plc England

Equifax Card Services, Inc. will own a 51% interest in Circle of Value, Lt.d.

Payment Brazil Holdings Ltda. will own a 51% interest in Partech Ltda. (Brazil).

The names above are the names of the relevant entities as of June 20, 2001and may have been changed subsequently.

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### EXHIBIT B

## TRANSFERRED EOUIFAX ASSETS

ASSET	OWNER	ASSIGNEE	DESCRIPTION OF RETAINED RIGHTS
Trademark: "Pathways", U.S. Reg. #: 1,920,133	Equifax Inc.	Certegy Inc.	None.
Trademark: "Cardsource", U.S. Reg. #: 2,142,162	Equifax Inc.	Certegy Inc.	None.
Trademark: "Interguard", U.S. Reg. #: 2,019,884	Equifax Inc.	Certegy Inc.	None.
Trademark: "Paycheck Accept", U.S. Application Pending, Serial #: 76/135,366	Equifax Inc.	Certegy Inc.	None.
Trademark: "Cardview", U.S. Application Pending, Serial #: 76/175,937	Equifax Inc.	Certegy Inc.	None.

Without limiting Equifax's requirements under the Agreement, Equifax (or the respective member of the Equifax Group) shall execute such acknowledgements, grants and assignments of rights in and to the intellectual property described above, as Certegy may reasonably request for the purpose of evidencing, enforcing, registering or defending its worldwide ownership of such intellectual property.

#### EXHIBIT C

### EQUIFAX THIRD PARTY AGREEMENTS - TRANSFERS

Equifax will transfer, or cause to be transferred the following agreements to Certegy, effective as of the Closing Date:  $\frac{1}{2}$ 

Name of Agreement	Parties to Agreement/Other Matters	Maximum Fees/Costs to be Paid
Compuware:	Equifax Inc. and Compuware, Inc.	\$0
License Agreement between Equifax, Inc. and Compuware, Inc.	Equifax will transfer or have transferred to Certegy such rights under the agreement to permit Certegy to use, for the duration of the license, one copy of the following software products:	
	Abend Aid/XLS w/Primary Language Cobol File Aid/MVS Expeditor/CICS w/Assembler Expeditor/TSO	
	Strobe MVS for Sysplex with Cobol	
	CICS Feature	
	Advanced Session Mgmt Feature	
	QACenter Enterprise Edition Includes 1 ConcurrentUser	
	Reconcile - 1 Concurrent User	
	QADirector - 1 Concurrent User	
	TrackRecord - 1 Concurrent User	
	Track Record - 3 Concurrent Users	
	APMPower for Windows - 20 Concurrent Users	
	In lieu of transferring such license, Equifax may purchase new licenses on Certegy's behalf.	
Oracle:	Equifax Inc. and Oracle, Inc.	\$0
Software License and Services Agreement dated March 5, 1992, and attendant Ordering Documents	Equifax will transfer, or have transferred, certain rights in and to the products identified on Appendix A to this Exhibit C:	
		TOTAL: \$0

TOTAL: \$0

In addition to the foregoing, Equifax shall purchase on Certegy's behalf, prior to the Closing Date, licenses to use certain software products, as identified below. The list below sets forth the vendor, the name of the software products to be obtained on Certegy's behalf by

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Equifax and the maximum license fee or other costs that Equifax shall be required to pay for each license (or group of licenses).

VENDOR	SOFTWARE PRODUCT	MAXIMUM FEES/COSTS TO BE PAID
UK SOFTWARE		
Allen Systems Group	Beta 44	\$91,491.84
	Beta 92 Version 3 CAF	\$151,196 (collectively for all UK-related
	Beta 92 Version 3 VAF	BETA Systems licenses)
BETA Systems	Beta 92 Version 3	•
BETA Systems	Beta 93 Version 3	
BETA Systems	Beta 93 Version 3 CAF	
BETA Systems	Beta 93 Version 3 VAF	
CNM	CNM-XFER	\$33,605 (collectively for all UK-related
CNM	EEMS	CNM licenses)
Compute Bridgend	Selcopy (Corporate)	\$120,120
Computer Associates	APAS/Insight	\$2,573,393 (collectively for all
		UK-related Computer Associates licenses)
Computer Associates	Endevor/MVS	
Computer Associates	Endevor/MVS ACM	
Computer Associates	Endevor/MVS Extended Processor	
Computer Associates	Endevor/MVS External	
Computer Associates	Endevor/MVS Natural Security Interface	
Computer Associates	Endevor/MVS Parallel Development Manager	
Computer Associates	Endevor/MVS Quick Edit	

Intertest CICS W/XA-ESA Computer Associates Computer Associates Intertest/Batch Computer Associates JCL Check Computer Associates Netspy (excluding Modeling)

Computer Associates One

Prevail/Spool (Pkg) Computer Associates Computer Associates Spaceman Computer Associates TPX (extended) Compuware APM Power \*2

Compuware Assembler Option for Xpediter CICS Compuware

CICS Abend-Aid FX File-AID/Data Solutions Compuware File-AID/MVS Compuware

Compuware QA Hiperstation

Compuware Strobe ADABAS/NATURAL Feature Strobe Advanced Session Mgt Feature Compuware

Strobe CICS Feature Compuware

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Strobe COBOL Feature Compuware Strobe MVS for Sysplex 1 Xpediter CICS Cobol Compuware XPEDITOR/Exchange Compuware

Macro 4 DUMPMASTER (combined) (All Features - includes Base and Cobol Feature)

SAS BASE

MXG (Merrill Consultants) SAS

SyncSort SyncSort MVS PWC - ALPHARETTA Chicago-Soft Inc. MVS/Quick-Ref Cincom Mantis

ALLOCATE Computer Associates Computer Associates DELIVER

Computer Associates DELIVER CICS OPTION
DELIVER ROSCOE INTERFACE Computer Associates Computer Associates DELIVER VTAM INTERFACE Computer Associates DISK

EASYTRIEVE PLUS Computer Associates

ELEVEN Computer Associates

Computer Associates ELEVEN/DISASTER RECOVERY PLNG Computer Associates ELEVEN/NOTEPAD

ELEVEN/REPORTS PLUS ENDEVOR/MVS Computer Associates

Computer Associates ENDEVOR/MVS AUTOMATED CONFIG MG Computer Associates Computer Associates ENDEVOR/MVS EXTENDED PROCESSOR Computer Associates ENDEVOR/MVS EXTERNAL SCRTY INT ENDEVOR/MVS LIBRARIAN INTERFACE Computer Associates ENDEVOR/MVS PARALLEL DEV MGR Computer Associates Computer Associates ENDEVOR/MVS ROSCOE INTERFACE Computer Associates LIBRARIAN (BASE+LIB/AM+TSO) MULTI-IMAGE ALLOCATION Computer Associates

NEUMICS ACCOUNTING AND CHARGEBACK Computer Associates NEUMICS ANLYZR FOR MEASUREWARE Computer Associates

Computer Associates NEUMICS BASE

NEUMICS CICS ANALYZER Computer Associates

NEUMICS DASD SPACE ANALYZER W/DSC Computer Associates

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Computer Associates NEUMICS SYSTEM RELIABILITY

ANALYZER

ONE Computer Associates

Computer Associates ONE WORKSTATION - 5 Copies

Computer Associates ONE/COPYCAT Computer Associates OPTIMIZER II PANAUDIT PLUS Computer Associates

PANAUDIT PLUS EZTP-IMS Computer Associates

Computer Associates ROSCOE Computer Associates

SEVEN

SEVEN WORKSTATION - 5 Copies Computer Associates

SEVEN/NOTEPAD Computer Associates

Computer Associates SEVEN/REPORT BALANCING Computer Associates SEVEN/REPORTS PLUS SEVEN/SMART CONSOLE Computer Associates Computer Associates SYSVIEW/e

Computer Associates TOP SECRET

Computer Associates TRANSCENTURY CALENDAR ROUTINES

Computer Associates VIEW

Computer Associates VIEW ERO OPTION \$530,000 (collectively for all UK-related Compuware licenses)

\$89,196

\$138,910 (collectively for all UK-related

SAS licenses) \$52,983

\$26,000

\$318,460 (collectively for all PWC - Alpharetta-related Cincom

licenses)

\$2,500,000 (collectively for all PWC

- Alpharetta-related Computer

Associates licenses)

Computer Associates Computer Associates Compuware

VIEW ROSCOE INTERFACE VIEW VTAM INTERFACE Abend-AID/XLS with Primary

Language-Cobol

Assembler Option for Xpediter/CICS Compuware Compuware Assembler Option for Xpediter/TSO CICS ABEND-AID/FX Compuware

Compuware CICS Feature File-Aid/MVS Compuware

Compuware Strobe MVS for Sysplex with Cobol

Compuware Xpediter/CICS with Cobol Compuware Diversified Xpediter/TSO with Cobol Job/Scan

Innovation FATS/FATAR Innovation FDR/Compaktor

IVIS Accounts Payable

TVTS General System IVIS Purchasing

Monitor for CICS/ESA Landmark MacKinney KWIK-KEY Merrill MXG

BASE SAS SAS

SAS/AF SAS

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Connect: Direct for OS/390 (TCP/IP & Sterling Commerce

SNA Products) Syncsort Inc. Proc SyncSort Syncsort Inc. SyncSort MVS Tone OMC-Print

PWC-MIDRANGE Citrix-GEAC Citrix Mf Xpa 1.0-10u Conn Pk W/sub

Adv Nt4/w2k Citrix - GEAC Citrix Mf Xpa 1.0-20u Conn Pk W/sub Adv Nt.4/w2k

Citrix Mf Xpa 1.0-50u Conn Pk W/sub Citrix-GEAC Adv Ntr/w2k

Citrix Mf Xpa 1.0-starter System 20u W/sub Adv Nt4/w2K Citrix - GEAC

Citrix - GEAC Microsoft Open Business Windows 2000

Bus - 5.0 Cal.

Citrix-GEAC Microsoft Open Business Windows 2000

Terminal Services Bus-5.0 Cal Microsoft Open Business Windows Server 2000 Bus - 5.0 Citrix - GEAC

Citrix-GEAC

Microsoft Windows 2000 Server Media Kit

Edify Corporation Edify 6.2 Departmental (24 Agents) Edify Corporation Edify Development License

(Workforces Application Server:

Development Level)

Edify Corporation Edify Corporation Telephony Services: Departmental Facsimile Services: Departmental Edify Corporation Facsimile Services Software: Single Concurrent User Multi-Database Access: Department Edify Corporation

Edify Corporation Electronic Workforce for Windows NT Development Kit v6.2 Edify Corporation Workforce Application Builder

(Agent Trainer)

Edify Corporation American Spanish Language Edify Corporation Canadian French Language Embarcadero (10) Embarcadero Rapid SQL

Technologies, Inc. Hyperion

Enterprise License (includes 2 Co-Located Named Administrator

Users)

Hyperion (10) Hyperion Enterprise Named Basic User (transfer of Equifax licenses) Kronos

(1) Connect, primary payroll interface

(1) Base Solution - Hyperion

Kronos (1) Connect, secondary payroll

interface

\$430,125 (collectively for all PWC - Alpharetta-related Compuware

licenses)

\$50,000

\$12,750 (collectively for all PWC - Alpharetta-related Innovation

licenses)

\$217,314 (collectively for all PWC - Alpharetta-related IVIS

licenses)

\$91,133 \$2,295 \$ 1,500

\$361,685 (collectively for all

PWC - Alpharetta-related SAS

licenses)

\$76,462

\$69,385 (collectively for all PWC -Alpharetta-related Syncsort licenses)

\$66,930

\$35,475 (collectively for all PWC -Midrange-related Citrix - GEAC licenses)

\$63,683 (collectively for all PWC - Midrange

-related Edify Corporation licenses)

\$8,970

\$124,000 (collectively for all PWC - Midrange-related Hyperion

licenses)

\$151,090 (collectively for all PWC - Midrange-related Kronos

licenses)

(1) Workforce Accruals Kronos (1) Workforce Managers, up to 50 Kronos (1) Workforce Web (1) Workforce Central v4. (2,500 Kronos employees) (2) WFC Administration and Support (2) WFC Basic Configuration (2) WFC Daily Operations Kronos Kronos Kronos WFC Database Maintenance Kronos (210 Hrs) Implementation and Kronos Installation and Training (4) WFC Implementation Workshop Kronos (6) Kronos Virtual Classroom Module Kronos Sessions (2) PVCS Licenses Merant \$10.000 Resumix Human Asset Management (TM) \$330,000 (Collectively for all PWC Resumix System (Includes Recruiter's Desktop, Midrange-related Resumix Licenses) Operator's Desktop and Database "A" Server License (1) Concurrent Users (10) Non-Concurrent Users (5) Resumix Resumix Resumix Interact Toolkit Resumix Test License Xerox OCR Software for Resume Resumix Processing (1) Resumix Crystal Reports Module (1) Resumix Fulcrum Full-Text Search Engine (1) Resumix ResFax In/Out (1) Employment Folder (1) Resumix Resumix AutoMatch Capability (1) Resumix System Administration Module (1) Resumix Resumix Internet Recruiter Including 55 Requistions Resumix LumiNet for two (2) Users Requisition Lookup (1) Enterprise Client Site License (1 server) Adaptive Server Enterprise Resumix Shanon \$55.000 Sybase \$157,021 (collectively for all PWC -Midrange-related Sybase licenses) Sybase (85) Adaptive Server Enterprise (1) Adaptive Server Ent UNIX/WP 32 Sybase User (1) (1) Adaptive Server Ent UNIX/WP 32 Sybase Sybase (1) LM French Connectivity Sybase (1) LM Japanese Connectivity

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Sybase (1) LM German Connectivity Svbase (1) LM Spanish Server (1) LM Chinese Server Sybase

Kronos

TOTAL: \$8,940,172.84

Under no circumstances shall Equifax be required to pay, with respect to the transfer of, acquisition of, or procuring or securing of Third Party
Agreements or Third Party Use Rights, costs, fees or expenses exceed the sum of
the "totals" identified on this Exhibit C and Exhibit D, except that:

- (a) Equifax shall be responsible for paying any sales, transfer or VAT taxes directly associated with transferring and/or acquiring such licenses, and the parties agree that such taxes are not included in the maximum fees/costs identified above; and
- (b) Equifax agrees to pay (i) any fees and costs, not to exceed \$16,500, in connection with obtaining any consents necessary with respect to the Pitney Bowes DocSense software products, LPC Finalist and Streamweaver, and (ii) any fees and costs, not to exceed \$120,000, in connection with obtaining any consents necessary with respect to SAS Institute's software products, SAS Base, SAS Connect, SAS Echo, SAS Stat and SAS Warehouse. Such amounts to be paid shall be additional to the amounts required to be paid otherwise under this Exhibit C

The scope of the licenses to be purchased by Equifax pursuant to the list above shall be limited as follows:

- (a) Certegy's rights to use the applicable software shall be substantially similar to the rights held by Equifax with respect to the Certegy Business on the Closing Date; provided that in no event shall such rights be greater, in terms of duration, territory, usage or otherwise (including rights related to the number of users, the number of concurrent users or the number of MIPS) than Equifax possessed and used in the Certegy Business on the Closing Date.
- (b) Equifax shall not be required to pay any maintenance fees with respect to the software licenses unless such maintenance fee obligations are bundled as part of the license fee for the first year of the license.

# APPENDIX A TO EXHIBIT C

## ORACLE PRODUCT ASSIGNED/TRANSFERRED TO CERTEGY INC.

	PRODUCT	LICENSE TYPE		MBER OF USERS		
Oraco Oraco Oraco Desi Deve Diag Disc Oraco Part Oraco Tuni	cle Database Enterprise Edition cloverer - Administrative Edition coverer - User Edition cle Database Enterprise Edition clitioning cle Database Personal Edition clang Management Pack Application Server EE	Named User, Multi-Server Concurrent-Network Named User, Multi-Server Universal Power Units Developer Concurrent Concurrent Universal Power Units Concurrent Concurrent Concurrent Concurrent Concurrent Concurrent Concurrent-Network Universal Power Units Named User, Single-Server Universal Power Units Processors	Full Use Deployment Full Use	228 32 36 64,504 4 2 15 1,600 1 43 250 11,571 1 1,600 2		
		43				
8.	Support Services Agreement PWC: Finance and Accounting Business Process and Support Services Agreement	related to this Agreem Equifax will negotiate agreements that will p certain use rights und	and enter into new ermit Certegy to have		\$	0
9.	EMC: Product Transfer License and Maintenance Agreement	this Agreement.  Equifax will obtain ex pursuant to a separate Equifax and EMC, to us Solution to process da of Certegy	agreement between e the EMC Catalog	Not applicable.	\$	200,000
	Commencement Dates: -#ME960283 11/22/98 -#ME960265 6/19/98					
10.	GEAC:  Agreement dated _July 8, 1996 between GEAC Enterprise Solution Inc. (formerly known as Geac Computer Systems, Inc and Equifa Inc. (related to Accounts Payable/General Ledger System).	Software.	rty processors to nd on behalf of	Not applicable.	\$	0
11.	Storage Technology Corp	Equifax will obtain on rights as an "authroiz Master Agreement to us software product:	ed user" under the	Not Applicable	Ş	0
		SILO/ExL	M MTHLY			
11.	Sterling Commerce: License Agreement between Equifa Information Technology, Inc. and Sterling Commerce Inc.		agreement between commerce, pursuant to ve the right to use products until such mmerce products		\$	0
		Connect: Direct Connect: Direct				
12.	Candle Corporation	Equifax will obtain on rights as an "authoriz Master Agreement to us software products: Omegamon II MVS	ed user" under the	Not applicable.	\$	0
		Omegamon II DB2				
13.	BMC Software, Inc.	Equifax will obtain on rights as an "authoriz Master Agreement to us	ed user" under the	Not applicable.	\$	0

software product:

Resolve Pro SMS

14. Magic Solutions

Equifax will acquire a license to the Not applicable. \$ 45,643 following software products from Magic Solutions, which license will permit Certegy to use the software products in the Certegy Business:

DESCRIPTION OF

- (12) SM/McAfee HD to Magic HP Upgrd Perp
- Magic HD Ent. Ed. Connect Sppt.
- McAfee To Magic Upgrade
- Professional Services and Training

TOTAL: \$245,643.00

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#### EXHIBIT E

## TRANSFERRED CERTEGY ASSETS

ASSET	OWNER	ASSIGNEE	RETAINED RIGHTS
U.S. PATENT #5,119,295 ENTITLED "CENTRALIZED LOTTERY SYSTEM FOR REMOTE MONITORING OR OPERATIONS AND STATUS DATA FROM LOTTERY TERMINALS INCLUDING DETECTION OF MALFUNCTION AND COUNTERFEIT UNITS", ISSUED JUNE 2,1992	Equifax Payment Services, Inc. fka Telecredit Inc.	Equifax Inc.	None.
U.S. PATENT #5,223,698 ENTITLED "CARD-ACTIVATED POINT-OF-SALE LOTTERY TERMINAL", ISSUED JUNE 29, 1993	Equifax Payment Services, Inc. fka Telecredit Inc.	Equifax Inc.	None.
U.S. PATENT #5,239,573 ENTITLED "TELEPHONE TERMINAL INCORPORATING SPEECH SYNTHESIZER FOR ENHANCED COMMUNICATION", ISSUED AUGUST 24,	Equifax Payment Services, Inc. fka Telecredit Inc.	Equifax Inc.	None.

Without limiting Certegy's requirements under the Agreement, Certegy (or the respective member of the Certegy Group) shall execute such acknowledgements, grants and assignments of rights in and to the intellectual property described above, as Equifax may reasonably request for the purpose of evidencing, enforcing, registering or defending its worldwide ownership of such intellectual property.

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EXHIBIT F

CERTEGY THIRD PARTY AGREEMENTS - TRANSFERS

None.

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EXHIBIT G

CERTEGY THIRD PARTY AGREEMENTS - RIGHTS GRANTED

None.

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EXHIBIT H

SPECIFIED EQUIFAX LIABILITIES

None.

EXHIBIT I

#### SPECIFIED CERTEGY LIABILITIES

None.

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EXHIBIT J

LICENSED EQUIFAX MATERIALS

None.

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#### EXHIBIT K

#### LICENSED CERTEGY MATERIALS

U.S. Patent Application Serial No. 09/845662, filed April 30, 2001 and entitled "System and Method for Secure Network Transactions" and related PCT Patent Application, filed April 30, 2001 and entitled "System and Method for Secure Network Transactions."

DESCRIPTION OF INTELLECTUAL PROPERTY

OWNER OF IP \_\_\_\_\_\_ Equifax Check Services, Inc.

SCOPE OF LICENSE ----- NAME OF LICENSEE \_\_\_\_\_

Equifax Inc.

Rovalty free, non-exclusive, worldwide, perpetual license to make, practice, have made, use and import systems and processes covered by any patent that issues from the applications and to sell to Equifax customers and potential customers services based on such systems and processes; such license may not be transferred or sublicensed (other than to Equifax Affiliates), except pursuant to a state law merger or the sale of substantially all of the licensee's assets and the licensee has no right to authorize any third party to make, have made or sell the technology, whether or not for purposes of allowing such third parties to build and/or run their own payment systems.

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### EXHIBIT L

## UTILITY SOFTWARE PROGRAMS

None, subject to the following:

For purposes of this Exhibit L, "Unidentified Utility Software Program" means any utility software program (i) that is owned by any member of the Certegy Group or the Equifax Group, (ii) used in the business of the party that is not the owner thereof during the twelve (12) calendar months prior to the Closing Date, (iii) for which a continuing business requirement exists on the Closing Date, and (iv) that is identified, in good faith, by both parties as being a Utility Software Program within twelve (12) months following the Closing Date.

The parties agree that the use of an Unidentified Utility Software Program by the party who is not the owner thereof in the normal course of its business  $\frac{1}{2}$ shall be permissible. This Exhibit L shall be amended, from time to time, to add any Unidentified Utility Software Programs. At any time an Unidentified Utility Software Program is added to this Exhibit, it shall be deemed to be a "Utility Software Program" for purposes of this Agreement.

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EXHIBIT M

OTHER IP ASSETS

APPLY (SOFTWARE
APPLICATION) SOURCE
CODE, OBJECT CODE AND
DOCUMENTATION

#### OWNERSHIP.

A. As of the Closing Date, all right, title and interest in and to (i) the APPLY source code (other than the source code owned by Equifax pursuant to subsection B below) and object code, including the customer level code written in the TCL or APPLY Basic programming language, (ii) documentation related to the foregoing, and (iii) all patents, patent rights and copyrights related thereto, shall be and at all times will remain the sole and exclusive property of Certegy. Certegy shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Equifax.

B. As of the Closing Date, all right, title and interest in and to (i) all APPLY customer level source  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ code written in the TCL programming language associated with the Telco operation in St. Petersburg, (ii) source code written in the APPLY Basic programming language associated with Equifax's Canadian processing site in Montreal, (iii) all credit processing platform source code acquired by Equifax Credit Information Services, Inc. from Christopher T. Nelson and Zoot Enterprises, Inc., known as the "Zoot Code", that was used in the development of the APPLY software product, (iv) documentation related to the foregoing, and (v) all patents, patent rights and copyrights related thereto, shall be and at all times  $\frac{1}{2}$ will remain the sole and exclusive property of Equifax. Equifax shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Certegy.

LICENSE: As of the Closing Date, Equifax and Certegy shall each have the perpetual, fully paid, worldwide right and license to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, the entire APPLY software product (to the extent the licensee does not already own the same), in both source and object code format, and the documentation thereof without any obligation (including any obligation to account or pay royalties) or liability to the other owner. In connection with Certegy's license to Equifax pursuant to the foregoing sentence, Equifax agrees to pay Certegy a one-time license fee of One Million One Hundred Thousand Dollars (\$1,100,000.00), which fee will be treated as an intercompany payable from Equifax to Certegy and shall be paid in accordance with Section 8.02 of Distribution Agreement. In connection with Equifax's license to Certegy pursuant to the foregoing, Certegy agrees to pay Equifax a one-time license fee of One Hundred Thousand Dollars (\$100,000.00), which fee will be treated as an intercompany payable from Certegy to Equifax and shall be paid in accordance with Section 8.02 of the Distribution Agreement

DERIVATIVE PRODUCTS: Any modifications, enhancements or Derivative Works lawfully made by either party to any of the foregoing assets shall be owned by the entity that modified or enhanced such asset or created such Derivative Work from such asset.

FEES/ALLOCATIONS: As set forth above.

ADDITIONAL PROVISIONS: Each owner of any of the foregoing assets shall (i) have the right to enforce, in any country, all rights embodied in such assets, and the other party agrees (at its expense) to cooperate in such enforcement action as reasonably requested by the owner thereof, and (ii) have the right to file appropriate patent, trademark, copyright or other applications, in any country, with respect to such assets.

trademark or service mark "APPLY," as it relates to the APPLY software product, shall be and remain the sole and exclusive property of Certegy; provided, however, that Certegy shall grant to Equifax a perpetual, fully paid, world-wide, exclusive license to use the "APPLY" trademark or service mark solely for use in combination with the mark "Equifax" and solely in connection with the use of the APPLY software PRODUCT.

PAYNET SECURE (SOFTWARE APPLICATION), SOURCE CODE, OBJECT CODE AND DOCUMENTATION

#### OWNERSHIP:

As of the Closing Date, all right, title and interest in and to the source code, object code and documentation with respect to (i) Paynet Secure Level 1 and (ii) the payment processing components of Paynet Secure Level 3, including, without limitation, all patents, patent rights and copyrights related thereto, shall be and at all times will remain the sole and exclusive property of Certegy. Certegy shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Equifax.

As of the Closing Date, all right, title and interest in and to the source code, object code and documentation with respect to (i) Paynet Secure Level 4 and (ii) the authentication components of Paynet Secure Level 3, including, without limitation, all patents, patent rights and copyrights related thereto, shall be and at all times will remain the sole and exclusive property of Equifax. Equifax shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Certegy.

Notwithstanding the foregoing, all right, title and interest in and to eID Verifier, reports related thereto, and all intellectual property rights related thereto, shall be and remain the sole and exclusive property of Equifax, provided that Equifax shall have certain obligations to Certegy with respect to such eID Verifier Reports as specifically set forth pursuant to the Intercompany Data Purchase Agreement. Equifax shall have the sole right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Certegy.

The parties agree and acknowledge that Paynet Secure Level 2 does not exist.

LICENSE: Certegy hereby grants to Equifax a fully paid, non-exclusive, perpetual, worldwide license to use, modify, copy, improve and create Derivative Works and enhancements from, in source code and object code format, processes or procedures developed by Equifax in support to the Paynet Secure software product that have applicability independent of or from the Paynet Secure software product.

DERIVATIVE PRODUCTS: Any modifications, enhancements or Derivative Works lawfully made by either party to any of the foregoing assets shall be owned by the entity that modified or enhanced such asset or created such Derivative Work from such asset.

FEES/ALLOCATIONS: None.

ADDITIONAL TERMS: Equifax agrees that it shall have no ownership or proprietary rights in and to the trademark "Paynet Secure" or similar mark. Each owner of any of the foregoing assets shall (i) have the right to enforce, in any country, all rights embodied in such assets, and the other party agrees (at its expense) to cooperate in such enforcement action as reasonably requested by the owner thereof, and (ii) have the right to file appropriate patent, trademark, copyright or other applications, in any country, with respect to such assets. Please refer to the Transition Support Agreement for information concerning equipment that supports Paynet Secure.

RETAIL REACH (SOFTWARE APPLICATION), SOURCE CODE, OBJECT CODE AND DOCUMENTATION

OWNERSHIP: As of the Closing Date, all right, title and interest in and to the Retail Reach source code, object code and documentation, including, without limitation, all patents, patent rights and copyrights related thereto, shall be and at all times will remain jointly owned by Equifax and Certegy. Each respective owner shall have the right to make, use, sell, copy, distribute, import, develop Derivative Works or enhancements of, and publicly perform and display, for any purpose, any of the foregoing assets without any obligation (including any obligation to account or pay royalties) or liability to Equifax. Notwithstanding the foregoing, ownership of check transaction data and DL/MICR cross-referencing data shall be governed in accordance with the terms of the Intercompany Data Purchase Agreement and the Bridge Database (as defined in the Transition Support Agreement) shall be owned solely and exclusively by Equifax, subject to the terms and conditions of the Transition Support Agreement.

LICENSE: None.

DERIVATIVE PRODUCTS: Any modifications, enhancements or Derivative Works lawfully made by either party to any of the foregoing assets shall be owned by the entity that modified or enhanced such asset or created such Derivative Work from such asset.

FEES/ALLOCATIONS: None.

ADDITIONAL TERMS: Each owner of any of the foregoing assets shall (i) have the right to enforce, in any country, all rights embodied in such assets, and the other party agrees (at its expense) to cooperate in such enforcement action as reasonably requested by the owner thereof, and (ii) have the right to file appropriate patent, trademark, copyright or other applications, in any country, with respect to such assets. Any patent rights to any invention that (i) has been incorporated into an asset and (ii) was created or developed (in any form or manner) prior to the Distribution Date, shall be jointly owned by the respective parties. Certegy agrees that it shall have no ownership, proprietary rights or rights of use in and to the trademark "Retail Reach" or a similar mark. Please refer to the Intercompany Data Purchase Agreement and the Transition Support Agreement for additional details regarding Retail Reach.

All references to Certegy and Equifax under this Exhibit M may, where the context provides and where applicable, be construed to refer to such entity's respective Group member.

Each party agrees to execute, or cause to be executed, such acknowledgements, grants and assignments of rights in and to the intellectual property described above, as the other party may reasonably request for the purpose of evidencing, enforcing, registering or defending the ownership of such intellectual property as contemplated above.

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# EXHIBIT N

### PROJECTED MIPS

	2001	Former	:
PROJECTED MIPS OVERHEAD MIPS	EQUIFAX: 4 CERTEGY: 1 EQUIFAX: 1 CERTEGY: 1	.78 CERTEGY: .14 EQUIFAX:	